

BIRMINGHAM CITY COMMISSION AGENDA

May 10, 2021

7:30 P.M.

VIRTUAL MEETING

ZOOM MEETING ID: 655 079 760

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, 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.

APPOINTMENTS

A. Birmingham Shopping District Board

1. Sarvy Lipari
2. Gerald Baker

Resolution to concur with the City Manager's appointment of Sarvy Lipari to the Birmingham Shopping District Board, as a member who is a resident from an adjacent neighborhood, to serve for the remainder of a 4-year term expiring November 16, 2024.

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

V. CONSENT AGENDA

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

- A. Resolution to approve the City Commission meeting minutes of April 19, 2021
- B. Resolution to approve the City Commission meeting minutes of April 26, 2021
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 28, 2021, in the amount of \$693,624.38.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 5, 2021, in the amount of \$137,783.89.

- E. Resolution to set a public hearing for June 14, 2021, for the application to amend Chapter 126, Zoning Ordinance, Appendix C, Exhibit 1, Licenses for Economic Development to include 300-394 S. Old Woodward and a portion of 294 E. Brown Street to be qualified to be eligible for an Economic.
- F. Resolution to set a public hearing date of June 14, 2021, to consider the rezoning of the new parcel encompassing 300 - 394 S. Old Woodward and portions of 294 E. Brown from B-2 (General Business) and D-3 (Downtown Overlay) to B-2 (General Business) and D-4 (Downtown Overlay).
- G. Resolution to approve the Amended and Restated Cross Connection Control Services Agreement with HydroCorp for services described in Attachment A in the amount not to exceed \$49,716.00 over a three-year period. Funds are available in the Water Fund account #591-537.007-811.0000. In addition, to waive the normal bidding requirements. Further, to authorize the Mayor and City Clerk to sign the Agreement on behalf of the City upon receipt of the required insurance coverage.
- H. Resolution To authorize the mayor to sign the 2020 Program Year Community Development Block Grant (CDBG) Subrecipient Agreement on behalf of the City and to approve the appropriations and amendment to the 2020-2021 CDBG Fund Budget as follows:
 Revenues:

Intergovernmental Revenue	248-000.000-503.0000	\$287
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 Expenditures:

Minor Home Repair	248-690.000-836.0300	\$287
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- I. Resolution to approve an extension of the public services and Minor Home Repair contract with NEXT for the purpose of expending remaining program year 2018-2019 Community Development Block Grant funds for the Minor Home Repair Program administered by NEXT through June 30, 2021; and further, to authorize the Mayor to sign the amendment on behalf of the City.
- J. Resolution To approve an extension of the public services contract with NEXT for the purpose of expending remaining program year 2019-2020 Community Development Block Grant funds for the Minor Home Repair Program administered by NEXT through June 30, 2021; and further, to authorize the Mayor to sign the amendment on behalf of the City.
- K. Resolution to approve a resolution directing the Historic District Study Committee to prepare a study committee report as outlined in Chapter 127, Section 127-4 of the City Code.

- L. Resolution to recognize Eisenhower Dance Ensemble, Inc., 2155 Cole Street, Birmingham, Michigan 48009 as a 501(c) (3) non-profit organization for the purpose of obtaining a State of Michigan Gaming License with the State of Michigan Charitable Gaming Division. Furthermore, authorizing the City Clerk to complete the Local Governing Body Resolution Form, forwarding it to the Charitable Gaming Division, Lansing, Michigan.
- M. Resolution to accept the donation of "Dynamic Tension" by Lois Teicher and to approve the recommended location at Henrietta and W. Maple Road.

AND

To approve the payment of a \$2,000 stipend from the Public Arts Board budget to the artist for the donation and installation of the sculpture, to be charged to the Public Arts Board account #101-299-000-811-0000.

- N. Resolution to approve the interlocal agreement for the Mental Health Co-Response Team, further to direct the Mayor and the Chief of Police to sign the agreement on behalf of the City.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Public Hearing of Necessity - Grant Street Paving Project
 - 1. See complete resolution in agenda packet
- B. Public Hearing – 211 S. Old Woodward – Final Site Plan and SLUP
 - 1. Resolution to approve the Final Site Plan and Special Land Use Permit Amendment for 211 S. Old Woodward to allow the change in ownership of the Class C liquor license in use at Birmingham 8 Theater from Birmingham Theatro, LLC to CH Birmingham, LLC;

AND

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of CH Birmingham, LLC that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) located at 211 S Old Woodward, Birmingham, Oakland County, MI 48009;

AND

Pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of CH Birmingham, LLC approving the liquor license transfer request of CH Birmingham, LLC that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) located at 211 S Old Woodward, Birmingham, Oakland County, MI 48009.

- C. Public Hearing – Lot split of 300 S. Old Woodward, 294 E. Brown and the lot combination of the amended parcels at 300 and 394 S. Old Woodward.
 - 1. See complete resolution in agenda packet
- D. Resolution to approve an agreement with Revize LLC for website design services in the amount not to exceed \$33,850.00 from account #636-228.000-933.0700. Further to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.
- E. Resolution to approve the METRO Act Bilateral Form Right-Of-Way Telecommunications Permit for ZAYO Group and authorize the Mayor to sign the permit on behalf of the City.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

- A. Outdoor Dining – Kelly Allen

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint to the Historic District Study Committee
 - 2. Notice of intention to appoint to the Ethics Board
 - 3. Notice of intention to appoint for the Hearing Officer
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Bang the Table - Kucharek
 - 2. Outdoor Dining
 - 3. 3rd Quarter Budget Financial Report
 - 4. March 2021 Investment Report

INFORMATION ONLY

XI. ADJOURN

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) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

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

DATE: May 4, 2021

TO: City Commission

FROM: Thomas M. Markus, City Manager

SUBJECT: Notice of Intention to Appoint to Birmingham Shopping District Board

INTRODUCTION:

The Birmingham Shopping District Board has a vacancy for the resident within the district to serve the remainder of a 4-year term expiring November 16, 2024. The City Manager intends to appoint Sarvy Lipari to BSD Board with the concurrence of the Commission.

BACKGROUND:

The Birmingham Shopping District Board consists of 12 members. One member shall be the City Manager, one shall be a resident of an area designated as a principal shopping district, and one shall be a resident of an adjacent residential area. A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interested in property located in the district. The remaining members shall be representatives of businesses located in the district.

Pursuant to Ordinance 1534, the City Manager has the authority to appoint members to the Birmingham Shopping District with the concurrence of the City Commission.

Two candidates applied for the Resident within District vacancy on the Birmingham Shopping District Board, Gerald F. Baker III and Sarvy Lipari. One candidate, Sarvy Lipari, was present to be interviewed by the BSD's Executive Committee at the May 4, 2021 meeting. Based upon her interview, Ms. Lipari is well-qualified and would make an excellent member of the Birmingham Shopping District Board.

ATTACHMENTS

- Birmingham Shopping District Board Roster
- Sarvy Lipari's Application Materials
- Gerald F. Baker III's Application Materials

SUGGESTED RESOLUTION:

To concur with the City Manager's appointment of Sarvy Lipari to the Birmingham Shopping District Board, as a member who is a resident from an adjacent neighborhood, to serve for the remainder of a 4-year term expiring November 16, 2024.

BIRMINGHAM SHOPPING DISTRICT BOARD

Ordinance 1534 - Adopted September 14, 1992

The Board shall consist of 12 members as follows:

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

4-Year Terms

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
VACANT				11/16/2024
Birmingham 48809			District Resident	
Astrein	Richard	(248) 399-4228	11/16/1992	11/16/2021
13125 Ludlow		(248) 644-1651	Interest in Property Located in District	
Huntington Woods	48070	richard@astreins.com		
Eid	Samy	(248) 840-8127	11/14/2016	11/16/2021
2051 Villa, Apt. 303			Interest in Property Located in District	
Birmingham	48009	samyeid@mac.com		
588 S. Old Woodward				
Birmingham	48009			

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Hockman PO Box 936 Birmingham	Geoffrey 48012	(248) 431-4800 <i>jeff.hockman.mec@gmail.com</i>	11/16/1992 Business Operator	11/16/2022
Kay 168 South Old Woodward Birmingham	Zachary 48009	(248) 220-4999 <i>zak@shopfoundobjects.com</i>	7/9/2018 Business Operator	11/16/2023
Lundberg 494 Whippers In Court Bloomfield Hills 210 S. Old Woodward Birmingham	Jessica 48304 48009	(248) 766-8696 <i>krddovs@rivagedayspa.com</i>	12/9/2019 Business Operator	11/16/2022
Markus 151 Martin Birmingham	Tom 48009	(248) 530-1809 <i>Tmarkus@bhamgov.org</i>	City Manager	2/22/2222
McKenzie 2123 Windemere Birmingham	Michael 48009	(312) 785-4906 <i>mike_mckenzie@mac.com</i>	11/23/2020 Resident from Adjacent neighborhood	11/16/2023

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Pohlod	Amy	(248) 219-5042	7/25/2016	11/16/2022
1360 Edgewood			Interest in Property Located in District	
Birmingham	48009	<i>amypohlod@hotmail.com</i>		
912 South Old Woodward				
Birmingham	48009			
Quintal	Steven	248-642-0024	12/8/2003	11/16/2023
880 Ivy Lane			Member greater than 5% total sq ft in SAD 1.	
Bloomfield Hills	48304	<i>steve@fullercentralpark.com</i>		
112 Peabody St				
Birmingham	48009			
Roberts	William	(248) 463-8606	11/10/1997	11/16/2021
410 Whippers in Court		(248) 646-6395	Business Operator	
Bloomfield Hills	48304	<i>BR@RobertsRestaurantGroup.com</i>		
273 Pierce				
Birmingham	48009			
Surnow	Sam	(248) 877-4000	11/23/2015	11/16/2023
		(248) 865-3000	Interest in Property Located in District	
		<i>sam@surnow.com</i>		
320 Martin, Ste. 100				
Birmingham	48009			



OFFICE USE ONLY
Meets Requirements? Yes No
Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest Birmingham Shopping District
Specific Category/Vacancy on Board Regular member (see back of this form for information)

Name Savvy Lipari Phone 248.321.8895

Residential Address 359 Ferndale Email * Srlipari@gmail.com

Residential City, Zip Birmingham, MI. 48009 Length of Residence 7 years

Business Address _____ Occupation Stay at home Mom

Business City, Zip _____

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

family and I are active members of the community. We spend most of our days in our beautiful town, visiting parks, shops and restaurants.

List your related employment experience Prior to making the decision to stay home with my kids, I worked as the HR Manager for Lipari Foods.

List your related community activities I have been serving on the Pierce Community Council for the past five years and will be the new chair of Fundraising at the School PTA.

List your related educational experience I have my masters degree in business with a focus in Human Resources.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: No

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

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

Savvy Lipari
Signature of Applicant

3.25.21
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

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

Members of the board,

Thank you for your consideration.

My husband and I moved to Birmingham in 2014. We built our house on Ferndale Avenue, and have grown to love our town, our neighborhood and our community. We have an 8 year old son, Mason, and a 6 year old son, Micah, who both attend Birmingham Public Schools. We are also members of the Birmingham Country Club and involved with golf, tennis, swim and paddle as a family. My sons are both hockey players who frequently practice and play at the Birmingham Ice rink!

After receiving my MBA from University of Detroit Mercy, I started working for our family business "Lipari Foods". It is a food distribution company that was founded in Michigan, and has now grown to all of the Midwest and many more states nationally. As the HR manager, I was in charge of the recruiting and on-boarding teams along with training our employees. Additionally, I was part of the acquisition team which was very active as the business grew nationally.

When my second son was starting preschool at Pierce, I knew I wanted to be able to spend more time in our community and decided to leave Lipari Foods. At Pierce, I became room mom for my sons' classes at various points, organizing class activities and getting to know the families in our community. I have also been a part of interview council, using my HR experience to help the principle fill new positions at the school.

In addition, I served as the Chair of Community Outreach on the Pierce Community Council for the last five years. I worked with different committees to help with many projects that touch our town. From the Winter Market to special events at the Baldwin and All Seasons senior homes bringing Birmingham youth to their community.

For the upcoming school year, I have been appointed Chair of Fundraising for Pierce PTA, in which my main responsibility will be to organize an auction hosted at a restaurant in town, helping to raise money for our school.

I love our city. We often talk about how Birmingham is our forever home. I feel that I have a good sense of our community and what our citizens want and need. This would be a wonderful opportunity for me to give back to the city I love and call home.

Thank you for your time,

Sarvy Lipari



OFFICE USE ONLY
Meets Requirements? Yes No
Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest Birmingham Shopping District Board
Specific Category/Vacancy on Board 1 Regular Member (see back of this form for information)

Name Gerald F. Baker, III Phone (248) 701-6241
Residential Address 411 S. Old Woodward #629 Email * Jerry.Baker@JerryBaker.com
Residential City, Zip Birmingham, MI 48009 Length of Residence Approx 21 years
Business Address 46925 West Rd Occupation Family Business
Business City, Zip Wixom, MI 48393

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
I have lived in Birmingham most of my life and seen the downtown shopping area change dramatically over that time. Having lived in other successful suburbs with similar shopping districts, I hope to bring that knowledge to help Birmingham thrive.

List your related employment experience
See attached Resume

List your related community activities I currently serve on the Birmingham Place Residential Condo Association as an elected member.

List your related educational experience
See attached Resume

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? None

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

Gerald F. Baker III
Signature of Applicant

1/4/2021
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080.
Updated 11/18/2020

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Birmingham City Commission Special Meeting Minutes

April 19, 2021

7:00 P.M.

Virtual Meeting

Meeting ID: 655 079 760

Vimeo Link: <https://vimeo.com/event/3470/videos/536157221/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Abrial Hauff, Deputy City Clerk, called the roll.

Present: Mayor Boutros (location: Birmingham, MI)
Mayor Pro Tem Longe (location: Birmingham, MI)
Commissioner Baller (location: Birmingham, MI)
Commissioner Hoff (location: Birmingham, MI)
Commissioner Host (location: Birmingham, MI)
Commissioner Nickita (location: Birmingham, MI)
Commissioner Sherman (location: Birmingham, MI)

Absent: None

Administration: City Manager Markus, Deputy City Clerk Hauff, Planning Director Ecker

Master Planning Team:
Matt Lambert, DPZ
Sarah Traxler, McKenna

III. NEW BUSINESS

PD Ecker provided background regarding the master planning process.

Mayor Boutros asked about seams, saying most concerns from residents were regarding the topic.

Mr. Lambert reviewed the first draft's original proposals regarding seams, and the public and Planning Board feedback received thus far that would be integrated into the second draft.

Commissioner Baller said illustrations and descriptions of different types of multifamily housing would be helpful to include in the second draft for clarity. He opined that SEMCOG's projection of population growth held no relevance to Birmingham, saying that the City's area plans already address how population growth should occur throughout the City. He said his preference would be that the second draft focus on the recommendations of the area plans. He also said he did not believe that the second draft should

recommend where multifamily properties might be most appropriately located. He said he would rather that a developer come to the City and say they want a parcel rezoned instead of rezoning areas preemptively.

Commissioner Host said he believed that Birmingham residents were against increasing density as a rule.

Commissioner Nickita said types of seams where commercial and residential are more mixed have been in use for at least a century in Birmingham. He stated that the second draft must recommend where multifamily properties might be located in the future since the entire goal of a master plan is setting out land planning recommendations.

Chair Scott Clein, of the Planning Board, stated that Birmingham is obligated to understand growth projections and the population growth pressures likely to occur in surrounding communities. He said it is the Commission's job to decide how to react to those pressures, but cannot disregard the existence of those pressures. He continued that not taking that information into account would negatively impact every aspect of Birmingham and its ability to attract and retain residents. He said that promoting density in appropriate areas of the City would increase the population diversity of the City, which he said is essential to maintaining a healthy community. Chair Clein also concurred with Commissioner Nickita's comments.

Public Comment

Brandon Best concurred with Chair Clein's comments regarding population diversity being essential to maintaining a healthy community. He ventured that Birmingham residents who understood the importance of a diverse population participated in the charettes and initial surveys, which efforts to promote diversity were included in the first draft. He said he was deeply concerned that there were efforts to walk those recommendations back in advance of the second draft. He stated that the United States has an 'ugly' history of planning and zoning to maintain segregation, and said Birmingham was missing the opportunity to not follow in those footsteps by keeping the seams as recommended in the first draft. He asked the Commission and Planning Board to reconsider.

Patrick Duerr said he was against government-mandated population diversity. He said he was also against low-income subsidized housing being available in Birmingham. He speculated that the Plan was part of a surreptitious effort by the Commission and the Planning Board to provide low-income subsidized housing.

Mayor Boutros corrected Mr. Duerr, stating that promoting low-income subsidized housing was not part of the Plan's purview.

Michael Horowitz said that in 40 years of developing properties in multiple communities, the worst case scenario for a development proposal is going to a municipality to request a property be permitted in a zoning area that does not provide for it. He said the City must zone areas as appropriate to promote the kind of growth it wants, especially since spot zoning is verboten.

Mr. Horowitz then warned the Commission that they seemed to be putting too much stock in the ad hoc feedback offered by the public at these meetings. He noted that most often individuals opposing a proposal speak at public meetings, leading to a disproportionate focus on their perspectives versus the greater majority of people who are satisfied with a proposal. He reminded those present that the master planning team was methodical in soliciting feedback from Birmingham residents and that their recommendations stemmed from that process. He entreated the Commission to understand that they were elected to make these decisions based on the bulk of the data provided rather than on ad hoc comments.

Mr. Horowitz then concluded his comments by noting that multifamily developments have been the most expensive real estate in Birmingham in the last few years. He stated that only a concerted effort on the City's part to have multifamily developments that are affordable to the 'missing middle' would cause the developments to be less expensive.

Paul Reagan said he wanted the second draft to focus more on connecting the east and west sides of the City.

Andrew Haig stated that the City's 1921 Plan did not require zoning for multi-families. He said that the City has been successful since then and consequently asked why that aspect should change. His question did not address the fact that Birmingham has had a number of multifamily developments in the interim.

Ed Shulak stated that a significant minority of housing in Birmingham is already multifamily. He noted that the population of Birmingham has decreased from its peak, and said that as a result Birmingham likely did not need more multifamily to accommodate potential population growth. He also said he was concerned about the impact of Covid-19 on the master planning process, and said it would be better to hold off on solidifying plans until the long-term impacts of Covid-19 on the City are more clear.

Seeing no further public comment, Mayor Boutros returned the conversation to the Board.

Commissioners Baller and Host spoke in favor of the potential of accessory dwelling units (ADUs) if the City could determine a good way to regulate their use.

Commissioner Nickita noted that second-floor garages have been permitted in the City for many years, and that allowing ADUs would be part of the next evolution of Birmingham's housing stock. He said that ADUs would not change single-family to multifamily, but rather would provide a space for a family's older or younger generations.

Mayor Pro Tem Longe specified that only non-residential second-floor garages are currently permitted. She said the City would have to determine whether they wanted these units to be residential, and how they would be regulated. She said she did not dismiss the idea of ADUs outright.

Mr. Lambert commented that ADUs would usually accommodate only one or two people. He agreed with the Commissioners' other comments.

Public Comment

Messrs. Reagan and Haig expressed concerns about having elderly family members living in a residential unit only accessible by stairs.

Mr. Reagan said he would be fine with ADUs if they were used to house generations of one family, like Commissioner Nickita proposed, but not if they were rented out to other people.

Mr. Reagan, Pam Burkhart, Norm Cohen, Jonathan HOFFLEY and Lisa Hoffman all expressed concern regarding potential regulatory and enforcement issues regarding ADUs.

Elaine McClain stated that she has lived in three neighborhoods in Birmingham in her 62 years of residency, and said the City should plan towards the future. She clarified that would mean being more inclusive in planning and would mean promoting reasonable growth. She cautioned the Commission against basing its planning on today's standards.

Larry Bertollini said it might be unfair to only permit ADUs on lots of a certain minimum size or above.

Seeing no further public comment, Mayor Boutros returned the discussion to the Commission.

Commissioner Hoff said she had mixed feelings about the first draft's recommendation to use more committees to determine policy. She said she was also concerned about the master planning team's understanding of Birmingham, given how many recommendations from the first draft they were being asked to walk back in advance of the second draft. She said the idea was to refine Birmingham's planning, not to re-do it.

Commissioner Nickita recommended the master planning team hew its second draft more closely to the requests put forth in the RFP for the Plan. He said the second draft should also be less specific, stating that specific roads, for example, should not be named in recommendations. As far as the 'bold moves' mentioned, he suggested those more specific suggestions be included as an appendix to the Plan for reference. He listed the proposals for Haynes Square, Bates, S. Old Woodward gateway, and Adams Square as potential appendix items.

Mr. Lambert clarified that specific roads or paths were only mentioned in an effort to integrate the different sub-area plans, which was one of the RFP's main requests.

Commissioner Baller said the second draft need not provide an actual proposal for Bates, but should instead recommend a process for determining next steps. He encouraged the master planning team to be creative in terms of recommendations regarding the golf courses. He said the master planning team should ensure that recommendations included in the Plan would be feasible, citing the traffic circle at Maple and Woodward and the alleys between 14 and Lincoln as two proposals he was not yet convinced would be possible.

Bryan Williams, of the Planning Board, and Commissioner Host stated that parking needed to be a topic on the next joint Commission-Planning Board agenda.

Commissioners Baller and Sherman said the second draft should prioritize ways of non-financially incentivizing home renovations. Commissioner Sherman cautioned that tax incentives would be considered a financial incentive, which the City is not looking to implement. He recommended that the second draft either list types of non-financial incentives available or recommends that the matter be studied.

Ms. Traxler said one of the aims of the second draft is to maintain consistency across the draft in the level of detail provided.

Commissioner Baller and Mayor Pro Tem Longe asked the master planning team whether there were specific matters on which they were seeking more input on.

Mr. Lambert asked how the topic of infrastructure should be addressed, given that the guidance from former City Manager Valentine was that the topic was to largely be left to the AHUSSC.

Chair Klein said that while infrastructure issues did not need to be solved by the master plan, a general statement about the value of infrastructure to the success of the community and land use over the next 20 years should be made. He noted combined sewers and flooding, stormwater management, unimproved streets and the general condition of the surface infrastructure in Birmingham were some aspects worth

mentioning. He said it would be most useful if the second draft provided some guidance as to where the City should be heading in regards to those topics, but did not need to include a specific answer or details.

Mayor Pro Tem Longe agreed with Chair Clein.

Commissioner Host said he was looking forward to seeing a shorter second draft, with a focus on bridging the east-west divide in the City and strategies for tempering Woodward's negative impacts on the surrounding neighborhoods.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To direct the DPZ team to prepare the second draft of the 2040 Plan, to include the Planning Board's recommendations for changes as outlined in the letter from DPZ dated April 13, 2021, and to include the Commission's comments from their April 19, 2021 meeting.

Commissioners Baller and Host noted that some of the preferences coming from the public, the Planning Board, and the Commission were at odds, and expressed their hope that the master planning team could find effective ways to reconcile those differences in the second draft.

Public Comment

Mr. Reagan said there was scope creep in the first draft relative to the initial RFP. He said he was also skeptical that the master planning team gained any additional clarity from the evening's discussion.

David Bloom reiterated Mr. Horowitz's previous comment that multifamily housing in Birmingham would be unlikely to fill in the 'missing middle' unless the City administration took a heavy hand towards promoting it.

ROLL CALL VOTE: Ayes, Commissioner Hoff
Commissioner Sherman
Mayor Pro Tem Longe
Commissioner Host
Commissioner Nickita
Mayor Boutros
Commissioner Baller

Nays, None

IV. ADJOURN

Mayor Boutros adjourned the meeting at 9:42 p.m.

Birmingham City Commission Minutes

April 26, 2021

7:30 P.M.

Virtual Meeting

Meeting ID: 655 079 760

Vimeo Link: <https://vimeo.com/event/3470/videos/538949933/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandra Bingham, City Clerk, called the roll.

Present: Mayor Boutros (location: Birmingham, MI)
Mayor Pro Tem Longe (location: Birmingham, MI)
Commissioner Baller (location: Birmingham, MI)
Commissioner Hoff (location: Birmingham, MI)
Commissioner Host (location: Birmingham, MI)
Commissioner Nickita (location: Birmingham, MI)
Commissioner Sherman (location: Birmingham, MI)

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Police Chief Clemence, City Planner Dupuis, City Attorney Kucharek, Planning Director Ecker, Finance Director Gerber, Interim HR Director/Assistant City Manager Hock, Building Official Johnson, City Attorney Kucharek, DPS Director Wood

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

PROCLAMATIONS

- Proclamation on Mental Health Awareness
- Proclamation on Gun Violence Awareness

APPOINTMENTS

04-115-21 Appointment of Larry Bertollini to the Architectural Review Committee

The Commission noted that Larry Bertollini was not able to attend the present meeting, but has been a member of the ARC since 2012.

MOTION: Nomination by Commissioner Host:

To appoint Larry Bertollini as a regular member to the Architectural Review Committee to serve a three-year term to expire April 11, 2024.

ROLL CALL VOTE: Ayes, Commissioner Host
 Commissioner Sherman
 Mayor Pro-Tem Longe
 Mayor Boutros
 Commissioner Baller
 Commissioner Nickita
 Commissioner Hoff

Nays, None

04-116-21 Appointment of Pierre Yaldo to the Brownfield Redevelopment Authority

The Commission interviewed Pierre Yaldo for the appointment.

MOTION: Nomination by Commissioner Host:
To concur with the Mayor's appointment of Pierre Yaldo as a regular member to the Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2024.

ROLL CALL VOTE: Ayes, Commissioner Host
 Commissioner Sherman
 Mayor Pro-Tem Longe
 Mayor Boutros
 Commissioner Baller
 Commissioner Nickita
 Commissioner Hoff

Nays, None

04-117-21 Appointment of Karson Claussen to the Housing Board of Appeals

The Commission interviewed Karson Claussen for the appointment.

MOTION: Nomination by Commissioner Host:
To appoint Karson Claussen as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2024.

ROLL CALL VOTE: Ayes, Commissioner Host
 Commissioner Sherman
 Mayor Pro-Tem Longe
 Mayor Boutros
 Commissioner Baller
 Commissioner Nickita
 Commissioner Hoff

Nays, None

04-118-21 Appointment of Phil Vincenti to the Housing Board of Appeals

The Commission interviewed Phil Vincenti for the appointment.

MOTION: Nomination by Commissioner Nickita:
To appoint Phil Vincenti as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2024

ROLL CALL VOTE: Ayes, Commissioner Nickita
Commissioner Hoff
Commissioner Host
Commissioner Sherman
Mayor Pro-Tem Longe
Mayor Boutros
Commissioner Baller

Nays, None

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

None.

V. CONSENT AGENDA

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

04-119-21 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioner Hoff: Item B – City Commission Meeting Minutes of April 12, 2021
Item E – Michigan Parkinson's Foundation Walk at Seaholm

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve Consent Agenda with the exclusion of Items B and E.

ROLL CALL VOTE: Ayes, Commissioner Sherman
Commissioner Nickita
Commissioner Hoff
Mayor Boutros
Commissioner Baller
Commissioner Host
Mayor Pro Tem Longe

Nays, None

A. Resolution to approve the Workshop meeting minutes of April 12, 2021

- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 14, 2021, in the amount of \$809,759.86
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 21, 2021, in the amount of \$493,415.90
- F. Resolution directing the Treasurer to transfer the following unpaid and delinquent special assessment and invoices, including interest and penalty, to the 2021 City tax roll and to authorize removal from the list any bills paid after City Commission approval. (Complete resolution in agenda packet)
- G. Resolution directing the Treasurer to transfer the following unpaid and delinquent water/sewage bills of the properties listed in this report to the 2021 city tax roll and to authorize removal from the list any bills paid or a payment plan agreement signed after City Commission approval. (Complete resolution in agenda packet)
- H. Resolution to approve the purchase of holiday lights from Wintergreen Corporation for a total cost not to exceed \$29,910.00. Funds are available from the General Fund-Community Activities-Operating Supplies account #101-441.004-729.0000 and Property Maintenance-Operating Supplies account # 101-441.003-729.0000 for this purchase.
- I. Resolution to set a public hearing date for May 24, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 720 N. Old Woodward – Vinewood Bistro.
- J. Resolution to set a public hearing for May 24, 2021 to consider a lot split for the property known as 525 W. Brown.
- K. Resolution to set a public hearing for May 24, 2021 for the lot combination application of 385 & 353 Fairfax, Parcel # 19-26-451-018 and Parcel # 19-26-451-019.

04-120-21 (Item B) City Commission Meeting Minutes of April 12, 2021

Commissioner Hoff asked that her early departure from the meeting be noted in the body of the minutes on page 12.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To approve the City Commission meeting minutes of April 12, 2021.

ROLL CALL VOTE: Ayes, Commissioner Hoff
Commissioner Nickita
Mayor Boutros
Commissioner Baller
Commissioner Sherman
Mayor Pro Tem Longe
Commissioner Host

Nays, None

04-121-21 (Item E) Michigan Parkinson's Foundation Walk at Seaholm

In reply to Commissioner Hoff, City Clerk Bingham clarified that both the MPF Walk and Yoga in the Park would be held on Saturday, June 26, 2021.

Commissioner Hoff said she saw no conflict between the two events and that she had just wanted confirmation of the dates.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Baller:
To approve a request from the Michigan Parkinson Foundation to hold the "I gave my sole to Parkinsons" walk at Seaholm High School and on the surrounding streets on June 26, 2021 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any modifications or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event, due to public health and safety measures.

ROLL CALL VOTE: Ayes, Commissioner Hoff
Commissioner Baller
Commissioner Sherman
Mayor Pro Tem Longe
Commissioner Host
Commissioner Nickita
Mayor Boutros

Nays, None

VI. UNFINISHED BUSINESS

04-122-21 Lot Combination of 34350 Woodward Avenue and 907-911 Haynes Street

CP Cowan reviewed the item.

Commissioner Host thanked CP Cowan for highlighting the new information in blue in the agenda item.

Commissioner Hoff asked that in the future updated drawings and information be provided with the agenda packet when it goes out to the Commissioners on Thursdays, instead of being provided on Fridays.

MOTION: Motion by Commissioner Nickita, seconded by Mayor Pro Tem Longe:
To cancel the public hearing on the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel #19-36-281-022 and parcel #19-36-281-030 and direct the applicant to first obtain Final Site Plan and SLUP approval for expanding the use of an auto sales and auto showroom use in the MU-5 and MU-7 zones.

Jason Canvasser, attorney for the applicant, asked the Commission to indicate whether they were broadly amenable to the proposed plans while still understanding the plans would need to undergo review by the Planning Board and the Board of Zoning Appeals.

Commissioner Baller said that while he understood Mr. Canvasser's request the applicant may not get an answer to the question during the present proceedings.

Commissioner Nickita noted that while the prototype building being proposed has strict guidelines imposed by Porsche corporate, it does not obligate the City to accept the building as-planned. He said that even

though there may not be flexibility in the building's parameters on the applicant's part, the City must still either approve buildings that adhere to ordinance or grant variances from the ordinances.

Public Comment

Mr. Canvasser additionally asked the Commission to indicate when the agreements in the proposal would be re-addressed.

Commissioner Nickita said the Commission's regular consideration of the item over a number of months indicates its intention to try and work out a mutually beneficial agreement with the applicant.

ROLL CALL VOTE: Ayes, Commissioner Nickita
 Mayor Pro Tem Longe
 Commissioner Host
 Mayor Boutros
 Commissioner Hoff
 Commissioner Baller
 Commissioner Sherman

Nays, None

04-123-21 2021 Initial Screening for Bistro Applicants - Spring

PD Ecker reviewed the item. She noted that Maple & One would be pursuing a SLUP amendment instead of a bistro license.

Commissioner Sherman recommended The French Lady re-apply in Fall 2021 given that there were two other bistro reviews pending and one with a scheduled public hearing.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To take no action on the bistro application for The French Lady at this time.

In reply to Commissioner Nickita, PD Ecker concurred it would be useful to give the fall bistro applicants a 90-day time limit for submitting their documentation moving forward so that it was more clear how many bistro licenses might be available for the spring applicants.

ROLL CALL VOTE: Ayes, Commissioner Sherman
 Commissioner Hoff
 Commissioner Baller
 Mayor Pro Tem Longe
 Commissioner Host
 Commissioner Nickita
 Mayor Boutros

Nays, None

04-124-21 Chesterfield Fire Station - Park Designation

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Baller:
To refer this matter to the Parks and Recreation Board for their review, discussion and recommended actions about designating a portion of the Chesterfield Fire Station property as a City Park and provide

formal park naming procedures. Further, to consider potential park site amenities and budget implications in order to undertake such endeavor, and to take into consideration the needs of the Chesterfield Fire Station.

Commissioner Hoff said she would send her list of concerns about this proposal to DPS Director Wood for consideration by the Parks and Recreation Board.

Commissioner Nickita recommended that Parks and Recreation Board consider how this proposed park would fit within the City's system of parks overall.

Commissioner Baller expressed interest in Commissioner Hoff's concerns, said he concurred with Commissioner Nickita, and said that this item might be a good opportunity for the City to utilize the Bang the Table tool or other ways to facilitate collaboration on the discussion between the Commission and the Parks and Recreation Board.

ROLL CALL VOTE: Ayes, Commissioner Sherman
 Commissioner Baller
 Mayor Pro Tem Longe
 Commissioner Host
 Commissioner Nickita
 Mayor Boutros
 Commissioner Hoff

Nays, None

VII. NEW BUSINESS

04-125-21 Unimproved Streets Policy Modifications

Consulting City Engineer Surhigh summarized the item. In reply to Commissioner Hoff, he stated that an expression of interest would be solicited from residents once the Engineering Department completes its unimproved streets rankings.

CM Markus added that the City would provide the residents of unimproved streets with an estimate of the approximate costs of improving their street. He said this process moves the City more towards initiating the process of improving streets versus only waiting for resident petitions as was done in the past. He also stated that assessments would occur as part of the process, and that it was unrealistic to imagine the City would be able to fund the entire process.

Commissioner Baller ventured that residents often care more about the condition of the street's surface than the condition of the water lines or sewers. Consequently, he recommended that the Engineering Department weigh the former criterion more heavily than the latter in its ranking system.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To follow up on the unimproved streets workshop in regards to unimproved street policy modifications.
(Complete resolution in agenda packet)

Mayor Pro Tem Longe said she was in support of the resolution as it would help clarify the likely costs and help inform future City policy on the matter.

Mayor Boutros commended Consulting City Engineer Surhigh for his work on the item.

ROLL CALL VOTE: Ayes, Commissioner Hoff
Commissioner Nickita
Mayor Boutros
Commissioner Sherman
Commissioner Baller
Mayor Pro Tem Longe
Commissioner Host

Nays, None

04-126-21 Ordinance Amendment Fee Schedule Memo

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe:
To adopt the proposed ordinance:

Sec. 1-16. – Fee Schedule

Fees for application, plan reviews, permits, inspections, licenses, registrations, appeals, and other charges or penalties shall be specified in the schedule of fees, charges, bonds and insurance. All fees are subject to change from time to time as recommended by city staff and as determined by resolution of the City Commission. Ordained on this 26th day of April 2021. Effective upon publication.

In reply to Commissioner Hoff, City Attorney Kucharek stated she was recommending this language be added to the City's ordinances in order to ensure that fee-related matters were covered as part of the ordinances' general provisions.

ROLL CALL VOTE: Ayes, Commissioner Sherman
Mayor Pro Tem Longe
Commissioner Host
Commissioner Nickita
Mayor Boutros
Commissioner Hoff
Commissioner Baller

Nays, None

04-127-21 Greenwood Cemetery Fee Schedule Proposed Revisions

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host:
To amend the City's schedule of Fees, Charges, Bonds and Insurance under the City Clerk's Office section in regards to Greenwood Cemetery as proposed in the item's report.

City Clerk Bingham stated that these fees go to paying the subcontractor that performs the necessary work.

In reply to Commissioner Sherman, City Attorney Kucharek stated that she would review any outstanding purchase agreements to see if the City can require they be returned within a certain timeframe. She said that at the direction of the City Manager she would also review the purchase agreement template to add any language necessary to protect the City's interests.

Cheri Arcome of Creative Collaborations stated that City Clerk Bingham can send the City Attorney the purchase agreement template.

In reply to Commissioner Sherman, City Clerk Bingham stated that the currently proposed fee changes would be effective after this ordinance is approved by the Commission and published. She stated that the fee changes approved at the March 22, 2021 Commission meeting were already in effect.

In reply to Commissioner Hoff, City Clerk Bingham stated that the cost to repair damages done to markers or monuments by lawnmowers or natural changes would come out of the perpetual care fund.

Public Comment

Andrew Haig made a recommendation about timing of payments for gravesite purchases.

Commissioner Hoff stated that it was her recollection that the City prohibited payment plans for grave purchases.

Ms. Arcome stated that the Cemetery's Rules and Regulations currently allow payment plans and outline the process of their creation.

Commissioner Hoff said the matter should be looked into further since she was sure payment plans were prohibited.

City Clerk Bingham said GCAB would be looking into clarifying the payment plans section of the Rules and Regulations at an upcoming meeting.

CM Markus noted that the present conversation was no longer germane to the motion.

Margaret Suter, resident and member of GCAB, said the previous change in payment plans eliminated the variety of options available and replaced them with a single option that would allow a purchaser to pay over the course of two years.

ROLL CALL VOTE: Ayes, Commissioner Sherman
 Commissioner Host
 Commissioner Hoff
 Commissioner Nickita
 Mayor Boutros
 Commissioner Baller
 Mayor Pro Tem Longe

Nays, None

04-128-21 Greenwood Cemetery Grave Release

MOTION: Motion by Commissioner Host, seconded by Commissioner Nickita:
To release 38 graves in section B, rows 17-C, 16-C, 15-C, and 14-A to be available for purchase in Greenwood Cemetery.

Commissioner Hoff reiterated her ongoing stance that any other available graves in the Cemetery should be located via reclamation, ground-penetrating radar, cross-referencing of records, or any other means, and released for sale before further selling graves in historic Sections A and B.

It was noted that the Commission discussed and approved plans for creating and selling gravesites in Sections B and C in 2015. Commissioner Nickita said this proposed grave release was a continuation of that process which has been ongoing for a number of years.

Mayor Boutros echoed Commissioner Nickita.

Mayor Boutros and Commissioners Nickita and Sherman said they were also in favor of utilizing the mechanisms listed by Commissioner Hoff to locate possible additional graves outside of the historical sections.

CM Markus stated that the GCAB, City Clerk Bingham, Ms. Arcome, DPW and himself all were recommending the currently proposed grave release. He noted that nine sites have partial obstructions but those would not preclude the burial of cremated remains.

Commissioner Hoff expressed concern that the turnover in the Clerk's Office staff in the last few years has lead to difficulties for GCAB because 'things have slipped through the cracks'. She acknowledged that the reconciliation of Cemetery records is a large undertaking and said more time was required to know what additional graves might be available outside the historical sections.

Commissioner Nickita noted that the aisles in Sections B and C would remain walkable even with the sale of additional graves in those sections.

Public Comment

Fred Lavery said he owned two plots in the Cemetery that are as yet unused, and said the graves' lack of occupancy did not reflect the graves' availability for reclamation.

ROLL CALL VOTE: Ayes, Commissioner Host
 Commissioner Nickita
 Commissioner Sherman
 Commissioner Baller
 Mayor Pro Tem Longe
 Mayor Boutros

Nays, Commissioner Hoff

04-129-21 Greenwood Cemetery Contract Service Provider Annual Renewal

City Clerk Bingham presented the item.

MOTION: Motion by Mayor Pro Tem Longe, seconded by Commissioner Host:
To authorize the agreement with Creative Collaborations, LLC, a Cemetery Service Provider firm to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed \$45,600.00, which will be paid from account #101-215.000-811.0000.

Mayor Pro Tem Longe moved the motion, saying that a number of current factors make the decision to renew the contract with Creative Collaborations at this time the most judicious one.

ROLL CALL VOTE: Ayes, Mayor Pro Tem Longe
 Commissioner Host
 Commissioner Sherman
 Commissioner Hoff
 Commissioner Nickita
 Mayor Boutros
 Commissioner Baller

Nays, None

Commission discussion on items from prior meeting.

1. Builder developer street damage. Issues, costs, remedial action and payment proposal.

CM Markus reported that he had met with Mr. Haig, and that many of Mr. Haig's recommendations are already in place in the City. He stated that Mr. Haig had recommended the City consider requiring that builders obtain a bond while building a new home in order to repair damage to public property that may not be immediately visible. CM Markus stated that he would be looking into possible ways of instituting that requirement and would be returning to the Commission with a proposal. He said that the City generally has the appropriate policies in place to prevent construction damage and needs to spend more energy on enforcement.

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.

VIII. REMOVED FROM CONSENT AGENDA
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IX. COMMUNICATIONS

- A. Short Term Rentals – Haig

Mr. Haig asked the City to look into Ferndale, Michigan's recently passed provisions regarding short-term rentals to see if they might provide a model for Birmingham's ordinances.

City Attorney Kucharek stated she would be presenting potential ordinance language to address short-term rentals at the Commission's upcoming workshop on the topic.

Commissioner Nickita stated that the Michigan Municipal League (MML) has also done work regarding short-term rentals in the past few years and that it would be worthwhile for Staff to see how the MML's research might inform Birmingham's policies.

X. REPORTS

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

CM Markus reviewed the item. He confirmed, in reply to Commissioner Hoff, that outdoor dining allowances for restaurants would be on an upcoming Commission agenda.

2. Indexing of Fees
3. Prior Communications with Restoration Hardware

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 10:25 p.m.

City of Birmingham
Warrant List Dated 04/28/2021

Meeting of 05/10/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
279000	*	005430	21ST CENTURY MEDIA- MICHIGAN	591.00
279001		005358	AARON'S EXCAVATING INC	3,200.00
279002		003708	AIRGAS USA, LLC	489.42
279003		004332	AMM	50.00
279004		000167	ANDERSON ECKSTEIN WESTRICK INC	34,093.10
279005		MISC	ANTHONY TAORMINA	200.00
279006		008988	ASTI ENVIRONMENTAL	1,900.00
279006	*	008988	ASTI ENVIRONMENTAL	475.00
279007	*	006759	AT&T	188.33
279009		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00
279010	*	009284	BACK MUNICIPAL CONSULTING LLC	650.00
279012		000524	BIRMINGHAM LOCKSMITH	277.15
279014		009215	BOONES EXPRESS LLC	786.94
279015	*	009283	BRENDAN MCGAUGHEY	100.00
279016		MISC	BRUTTELL ROOFING INC	100.00
279017		009078	CANON SOLUTIONS AMERICA INC	302.86
279018		005238	CBTS	375.00
279019		000444	CDW GOVERNMENT INC	3,483.58
279020		000605	CINTAS CORPORATION	113.97
279021	*	001086	JACK TODD- PETTY CASH	280.48
279022	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,347.08
279023		009187	CLEARVIEW CAPTIONING LLC	1,522.50
279024	*	004188	COFFEE BREAK SERVICE, INC.	43.75
279025	*	008955	COMCAST	321.25
279026		000979	COMERICA BANK	18,773.24
279027	*	000627	CONSUMERS ENERGY	375.73
279028		001367	CONTRACTORS CONNECTION INC	1,244.85
279029		008582	CORE & MAIN LP	410.94
279030		MISC	CTV3 ENTERPRISES	100.00
279031		MISC	DAGHER SIGNS & GRAPHICS	200.00
279032	*	MISC	DEREK ALDRICH	325.00
279033		MISC	DINH, TRANG	93.75
279034		MISC	DROR, BINJAMIN	25.00
279035	*	000179	DTE ENERGY	17.58
279036	*	000179	DTE ENERGY	138.86
279038	*	000179	DTE ENERGY	114.00
279039	*	000179	DTE ENERGY	437.95
279040	*	000179	DTE ENERGY	16.95
279041	*	000179	DTE ENERGY	15.70
279042	*	000179	DTE ENERGY	36.47
279043	*	000179	DTE ENERGY	14.95
279044	*	000179	DTE ENERGY	1,530.54

City of Birmingham
Warrant List Dated 04/28/2021

Meeting of 05/10/2021

Check Number	Early Release	Vendor #	Vendor	Amount
279045	*	000179	DTE ENERGY	3,027.55
279046	*	000179	DTE ENERGY	1,745.82
279047	*	000179	DTE ENERGY	5,450.47
279048	*	000179	DTE ENERGY	5,610.06
279049	*	000179	DTE ENERGY	59.64
279050	*	000179	DTE ENERGY	306.93
279051	*	000179	DTE ENERGY	1,884.34
279052	*	000179	DTE ENERGY	20.59
279053		007505	EAGLE LANDSCAPING & SUPPLY	741.96
279054		000493	ED RINKE CHEVROLET BUICK GMC	352.76
279055		MISC	EDWARDS PLUMBING HEATING	60.00
279057		001495	ETNA SUPPLY	2,350.00
279058		008161	FIERA CAPITAL INC	7,167.40
279059		006384	GEOGRAPHIC INFORMATION SERVICES, IN	380.13
279060		MISC	GREAT LAKES CUSTOM BUILDER LLC	1,000.00
279060	*	MISC	GREAT LAKES CUSTOM BUILDER LLC	50,000.00
279061	*	008007	GREAT LAKES WATER AUTHORITY	15,769.63
279063		001531	GUNNERS METER & PARTS INC	819.00
279064	*	007466	HOME BUILDERS ASSOC. OF SE MI	600.00
279065	*	001956	HOME DEPOT CREDIT SERVICES	624.03
279067		008564	JERRY'S TIRE INC	1,570.35
279068		MISC	MAC DONALD CUSTOM BUILDING INC	1,000.00
279069	*	009085	MGSE SECURITY LLC	1,325.00
279070		003099	MICHIGAN POLICE EQUIP.	260.00
279072		MISC	MOORE DEVELOPMENT GROUP LLC	2,500.00
279073		MISC	NATIONAL CONTRACTORS INC	65.00
279074	*	007755	NETWORK SERVICES COMPANY	992.96
279075	*	003461	OBSERVER & ECCENTRIC	358.38
279076	*	000481	OFFICE DEPOT INC	240.04
279078		002518	PITNEY BOWES INC	72.67
279079		008901	PLANTE & MORAN CRESA, LLC	11,495.57
279080		007658	PRIORITY DISPATCH	147.00
279081		MISC	QUALIFIED ELECTRIC INC	60.00
279082		003365	EDWARD ROSETT	226.00
279083		MISC	ROYAL ROOFING CO. INC.	65.00
279084		000758	SCHOOLCRAFT COLLEGE	800.00
279085		008144	SMARTDEPLOY	1,288.00
279086		001104	STATE OF MICHIGAN	189,501.66
279087	*	009254	THOMAS M MARKUS	500.00
279088		MISC	Tony Berishaj	100.00
279090	*	009123	SHARON VANHORNE	219.00
279091	*	000158	VERIZON WIRELESS	129.20
279092	*	000158	VERIZON WIRELESS	982.43

City of Birmingham
Warrant List Dated 04/28/2021

Meeting of 05/10/2021

Check Number	Early Release	Vendor #	Vendor	Amount
279094		MISC	WINNICK HOMES LLC	1,000.00
279095	*	008391	XEROX CORPORATION	85.86
279097	*	009185	ZOOM VIDEO COMMUNICATIONS INC	438.13
SUBTOTAL PAPER CHECK				\$388,255.48
<u>ACH TRANSACTION</u>				
3679	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	81,399.72
3680		002284	ABEL ELECTRONICS INC	3,630.00
3680	*	002284	ABEL ELECTRONICS INC	138.95
3682	*	003243	AMERICAN PRINTING SERVICES INC	1,625.00
3684		006257	C.S. MCKEE LP	548.74
3685		009195	CROWN CASTLE FIBER LLC	643.00
3687		000331	HUBBELL ROTH & CLARK INC	111,801.78
3688		000261	J.H. HART URBAN FORESTRY	26,031.75
3689	*	002576	JAX KAR WASH	252.00
3690	*	003458	JOE'S AUTO PARTS, INC.	2,148.71
3691	*	000377	MICHIGAN MUNICIPAL LEAGUE	69.84
3692		001864	NOWAK & FRAUS ENGINEERS	73,352.00
3693	*	001062	QUALITY COACH COLLISION	3,727.41
SUBTOTAL ACH TRANSACTION				\$305,368.90
GRAND TOTAL				\$693,624.38

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 05/05/2021

Meeting of 05/10/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
279098		005430	21ST CENTURY MEDIA- MICHIGAN	1,134.00
279099	*	000855	48TH DISTRICT COURT	500.00
279100	*	000855	48TH DISTRICT COURT	500.00
279101	*	008236	ACCURATE APPRAISAL SERVICE	774.50
279102		008106	ACUSHNET COMPANY	633.14
279103	*	002670	MIKE ALBRECHT	80.00
279104		007622	ALLSTAR PRO GOLF	209.15
279105		000500	ARTECH PRINTING INC	64.00
279106	*	006759	AT&T	2,532.55
279107	*	003703	AT&T MOBILITY	667.54
279108		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00
279110		000522	BIG BEAVER PLUMBING, HEATING INC.	350.00
279111		MISC	BILL CARR SIGNS	200.00
279112		002231	BILLINGS LAWN EQUIPMENT INC.	354.33
279113		MISC	BRICKWORKS PROPERTY RESTORATION	200.00
279114		006966	BRIDGESTONE GOLF, INC	363.46
279115		001458	CALLAGHAN PROMOTIONS	450.00
279118		007732	CAPITAL TIRE, INC.	223.87
279119	*	000598	CHRISTOPHER CATON	25.00
279120	*	000444	CDW GOVERNMENT INC	148.93
279121		000605	CINTAS CORPORATION	256.59
279122		MISC	CITI ROOFING CO	100.00
279123	*	001086	CITY OF BIRMINGHAM	1,056.11
279124		009167	COL'S FAMILY RESTAURANT	46.06
279125	*	008955	COMCAST	540.64
279126	*	007774	COMCAST BUSINESS	1,259.10
279127	*	000627	CONSUMERS ENERGY	1,054.47
279128		001367	CONTRACTORS CONNECTION INC	80.60
279129		008512	COOL THREADS EMBROIDERY	215.96
279130		008582	CORE & MAIN LP	2,556.37
279132	*	006999	CHRISTOPHER DEMAN	19.60
279133		008559	DETROIT BATTERY COMPANY LLC	334.85
279134		MISC	DOYLE MOSHER	200.00
279136	*	000179	DTE ENERGY	82.17
279137	*	000179	DTE ENERGY	18.00
279138	*	000179	DTE ENERGY	68.40
279140		000196	EJ USA, INC.	2,842.42
279141		004671	ELDER FORD	532.46
279142		000936	FEDEX	18.58
279143		007136	FERGUSON ENTERPRISES, INC.	156.01
279145		007613	FIRESERVICE MANAGEMENT	298.05
279146		007212	FOSTER BLUE WATER OIL	1,280.50

City of Birmingham
Warrant List Dated 05/05/2021

Meeting of 05/10/2021

Check Number	Early Release	Vendor #	Vendor	Amount
279147	*	004604	GORDON FOOD	302.23
279148		008293	GRAINGER	638.02
279149		MISC	GRAPH-X	485.00
279150		MISC	GROTH, LYNN	200.00
279151		000249	GUARDIAN ALARM	246.80
279152		001531	GUNNERS METER & PARTS INC	270.00
279153	*	001956	HOME DEPOT CREDIT SERVICES	210.09
279154		MISC	HUNTER ROBERTS HOMES	2,000.00
279155		MISC	HUNTINGTON CONSTRUCTION	500.00
279156		000342	IBS OF SE MICHIGAN	322.85
279157		MISC	IDEAL BUILDERS AND REMODELING INC	100.00
279158		MISC	JANELLE LYNN WHIPPLE-BOYCE	100.00
279159		MISC	JOHN MCCARTER CONSTRUCTION LLC	200.00
279160		004088	KGM DISTRIBUTORS INC	246.00
279161		MISC	LYNCH CUSTOM HOMES	2,000.00
279162		007910	MACALLISTER RENTALS	2,261.00
279163		MISC	MASTROIANNI PROPERTIES 1	500.00
279164	*	001505	MEADOWBROOK INSURANCE GROUP	2,696.00
279165		MISC	METRO DETROIT SIGNS INC	200.00
279166	*	002022	MICHIGAN ASSN. OF FIRE CHIEFS	20.00
279168		000230	MIKE SAVOIE CHEVROLET INC	27.41
279169	*	007744	MOHAMED F. CHAMMAA	53.20
279170		MISC	MR ROOF HOLDING CO LLC	100.00
279171	*	000477	OAKLAND COUNTY	1,199.25
279173	*	000481	OFFICE DEPOT INC	99.14
279174		007701	ON THE TEE	163.76
279175		004137	R & R FIRE TRUCK REPAIR INC	187.00
279176	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
279177		000495	ROCHESTER LAWN EQUIPMENT CENTER INC	47.30
279178		MISC	ROCK SOLID EXTERIOR	300.00
279179		MISC	ROOF ONE LLC	100.00
279180		MISC	ROWELL, CHRISTOPHER	300.00
279181		MISC	SIDING & ROOFING UNLIMITED	100.00
279183		000260	SPARTAN DISTRIBUTORS INC	3,582.15
279184		MISC	STARRS ROOFING	100.00
279185		MISC	STERLING DEVELOPMENT CORP	400.00
279187		000286	TARGET SPECIALTY PRODUCTS	233.31
279188		MISC	THOMAS SEBOLD & ASSOCIATES, IN	1,000.00
279189		MISC	Thornhill Construction	75.00
279190	*	004379	TURNER SANITATION, INC	630.00
279191		005331	UBS FIN SERVICES, INC	15,206.29
279192		007226	VALLEY CITY LINEN	57.45
279193	*	000158	VERIZON WIRELESS	411.48

City of Birmingham
Warrant List Dated 05/05/2021

Meeting of 05/10/2021

Check Number	Early Release	Vendor #	Vendor	Amount
279194	*	000158	VERIZON WIRELESS	147.93
279196		004512	WOLVERINE POWER SYSTEMS	2,816.00
SUBTOTAL PAPER CHECK				\$63,391.92
<u>ACH TRANSACTION</u>				
3695	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	4,626.20
3697	*	007345	BEVERLY HILLS ACE	141.12
3698	*	003282	LISA MARIE BRADLEY	135.00
3699		009210	DUCENTA SQUARED ASSET MANAGEMENT	8,382.19
3700	*	000207	EZELL SUPPLY CORPORATION	1,449.05
3701		007807	G2 CONSULTING GROUP LLC	3,420.00
3702	*	000243	GRAINGER	556.84
3703	*	001672	HAYES PRECISION INC	357.00
3704		000331	HUBBELL ROTH & CLARK INC	3,550.00
3705		000261	J.H. HART URBAN FORESTRY	11,640.00
3706		000186	JACK DOHENY COMPANIES INC	36.22
3707	*	003458	JOE'S AUTO PARTS, INC.	699.67
3708	*	006359	NYE UNIFORM COMPANY	387.50
3709	*	005688	PEGASUS ENTERTAINMENT INC	56.90
3710		006027	PENCHURA, LLC	5,985.00
3711	*	000478	ROAD COMM FOR OAKLAND CO	1,588.53
3712	*	001181	ROSE PEST SOLUTIONS	365.00
3713	*	003785	SIGNS-N-DESIGNS INC	2,330.00
3714		005787	SOUTHEASTERN EQUIPMENT CO. INC	719.28
3715		000273	TERMINAL SUPPLY CO.	93.96
3716	*	002037	TOTAL ARMORED CAR SERVICE, INC.	758.36
3717	*	004887	TRUCK & TRAILER SPECIALTIES INC	294.25
3718	*	007374	WESTWOOD TRUST	26,819.90
SUBTOTAL ACH TRANSACTION				\$74,391.97
GRAND TOTAL				\$137,783.89

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



Mark Gerber
Finance Director/ Treasurer

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

DATE: May 3rd, 2021

TO: Thomas Markus, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Set a public hearing for the application to amend the Economic Development License Map in Appendix C; Exhibit 1 of the Zoning Ordinance to include 300-394 S. Old Woodward and a portion of 294 E. Brown Street.

INTRODUCTION:

The owners of 300-394 S. Old Woodward and a portion of 294 E. Brown Street have requested a zoning amendment to have the properties located at 300-394 S. Old Woodward and a portion of 294 E. Brown Street be included with the properties eligible for an Economic Development License as identified on the map in Appendix C; Exhibit 1 of the Zoning Ordinance.

BACKGROUND:

Properties with an Economic Development License may operate an establishment with on premise sales and consumption of liquor if they obtain a Special Land Use Permit and meet the criteria of Chapter 10, Article II, Division 3 of the Municipal Code. A liquor license associated with an Economic Development License does not have a limit on the number of seats inside or outside of the establishment. The applicant is applying to make this property eligible for an Economic Development License so they may pursue a SLUP for their RH concept store to allow patrons to purchase wine while dining at their restaurant and shopping the design galleries.

The City uses Economic Development Licenses to incentivize growth in certain areas and permit the use of a liquor license if the request is deemed to constitute a substantial economic development and benefit to the City.

On April 28th, 2021, the applicant appeared before the Planning Board to amend the Zoning Ordinance and have the subject property included within the area eligible for an Economic Development license. The Planning Board reviewed recommendations from the Downtown 2016 Plan, development trends in the surrounding area, and trends in retail while considering the zoning amendment. The Planning Board recommended approval of the amendment citing the 2016 Plan's recommendation for an anchor tenant in this location, and how enabling an Economic Development License in this location could help attract a retail anchor that activated the subject area.

LEGAL REVIEW:

The City Attorney has reviewed the documentation and has no concerns.

FISCAL IMPACT:

Expanding the boundary for properties eligible for an Economic Development License has the potential to increase the tax revenue for the City due to approval criteria requiring a 500% increase in assessed value and/or an investment of ten million dollars.

PUBLIC NOTIFICATION:

Prior to the application being considered by the City Commission, the City Clerk's office will send out notices to all property owners and tenants within 300 feet of 300-394 S. Old Woodward and 294 E. Brown Street seeking public comment on the proposal.

SUMMARY:

The Planning Division recommends the City Commission set a public hearing for June 14th, 2021 for the application to amend Chapter 126, Zoning Ordinance, Appendix C, Exhibit 1, Licenses for Economic Development to include 300-394 S. Old Woodward and a portion of 294 E. Brown Street to be qualified to be eligible for an Economic Development License.

ATTACHMENTS:

Draft Ordinance Amendment Map

Application

Planning Board Memo – 04.28.2021

(Planning Board minutes to be provided for public hearing)

SUGGESTED RESOLUTION:

To set a public hearing for June 14th, 2021 for the application to amend Chapter 126, Zoning Ordinance, Appendix C, Exhibit 1, Licenses for Economic Development to include 300-394 S. Old Woodward and a portion of 294 E. Brown Street to be qualified to be eligible for an Economic Development License.

Appendix C; Exhibit 1 Economic Development Licenses (Proposed Amendment)



City of Birmingham Economic Development Licensing





CONSENT OF PROPERTY OWNER

Frank T. Konjarevich or Lois H. Konjarevich, as Trustees for the Frank T. Konjarevich Rev. Liv. Trust dated 5/22/95
I, _____, OF THE STATE OF Michigan AND
(Name of Property Owner)
COUNTY OF Oakland STATE THE FOLLOWING:

1. That I am the owner of real estate located at 394 S. Old Woodward;
(Address of Affected Property)
2. That I have read and examined the Application for **ZONING MAP CHANGE** made to the City of
Birmingham by: RH, Inc.;
(Name of Applicant)
3. That I have no objections to, and consent to the request(s) described in the Application made to the City of
Birmingham.

Frank T. Konjarevich or Lois H. Konjarevich, as Trustees for the Frank T. Konjarevich Rev. Liv. Trust dated 5/22/95
Name of Owner (Printed): _____

Signature of Owner: Frank Konjarevich Date: 2/24/21

APPLICATION FOR ZONING MAP OR ORDINANCE CHANGE
Birmingham, Michigan

A letter of authority, or power of attorney, shall be attached in case the appeal is made by a person other than the actual owner of the property.

PRZ21-0001

Date Received: 3/4/21 Received By: _____

Resolution No. _____ Approved/Denied _____

Application Fee: \$1,500.00

Receipt Number _____

The petitioner shall be responsible for any costs incurred by consultant, including but not limited to traffic and environmental, contracted by the city to review the proposed site plan and/or community impact study as determined by the city planner.

LEGAL DESCRIPTION – PARCELS I & II

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PARCEL I:

THE EAST 1/2 OF LOT(S) 11 OF BROWN'S ADDITION TO THE CITY OF BIRMINGHAM AND THE EAST 1/2 OF LOT 16 OF BROWN'S ADDITION NO. 1, IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, INCLUDING THE VACATED WEST 20 FEET OF ANN STREET ADJOINING LOT 11 AND THE VACATED WEST 19 FEET OF ANN STREET ADJOINING LOT 16.

PARCEL II:

THE WEST 1/2 OF LOT(S) 12 OF BROWN'S ADDITION TO THE VILLAGE (NOW CITY) OF BIRMINGHAM, OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, TOWNSHIP OF BLOOMFIELD (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, ALSO LOT 15, ADDITION TO WILLIAM BROWN'S ADDITION NO. 1, BEING A PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, INCLUDING VACATED 20 FEET OF ANN STREET, ADJOINING THE WESTERLY SIDE OF LOT 12 AND VACATED 21 FEET OF ANN STREET ADJOINING THE WESTERLY SIDE OF LOT 15.

ADDRESS: 294 E. BROWN STREET, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-021

LEGAL DESCRIPTION – PARCEL 2

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

THE EASTERLY 50 FEET OF LOT 12, AND THE WESTERLY PART OF LOT 13, MEASURING 82.45 FEET ON THE NORTH LOT LINE AND 82.48 FEET ON THE SOUTH LOT LINE OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS.

ADDRESS: 300 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-006

LEGAL DESCRIPTION – PARCEL 3

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

LOT(S) 14, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS.

ADDRESS: 394 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-014

DATE: April 23rd, 2021

TO: Planning Board

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Public Hearing for a Zoning Amendment to Chapter 126, Zoning Ordinance Appendix C, Exhibit 1 Economic Development Licenses Map to allow the use of an Economic Development License for the property located at the southwest corner of Brown Street and S. Old Woodward.

Introduction:

The owners of 300-394 S. Old Woodward and a portion of 294 E. Brown Street have requested a zoning amendment to have the properties located at 300-394 S. Old Woodward and a portion of 294 E. Brown Street be included with the properties eligible for an Economic Development License as identified on the map in Appendix C; Exhibit 1 of the Zoning Ordinance. Properties with an Economic Development License may operate an establishment with on premise sales and consumption of liquor if they obtain a Special Land Use Permit and meet the criteria of Chapter 10, Article II, Division 3 of the Municipal Code. A liquor license associated with an Economic Development License does not have a limit on the number of seats inside or outside of the establishment. The applicant is applying to make this property eligible for an Economic Development License which they intend to pursue for their RH concept store to allow patrons to purchase wine while browsing and shopping the design galleries.

Background:

The subject site is zoned B2 and D3 Overlay. The B2 (General Business) zoning classification permits businesses to operate with an Economic Development License as long as they obtain a Special Land Use Permit and are within the parcels eligible for an Economic Development License identified on the map in Exhibit 1; Appendix C of the Zoning Ordinance. The majority of the parcels currently eligible for an Economic Development License are located along Woodward Avenue between Oakland and Lincoln Avenue in the commercial areas of the Downtown Overlay and Triangle District. The southern portion of the Rail District is also eligible for an Economic Development License. Establishments currently operating with an Economic Development license in Birmingham include the All Seasons, Hazel Ravines & Downtown, and Birmingham Pub. Lincoln Yard was approved for an Economic Development License in the fall of 2019, however it has yet to open.

In regards to the purpose of an Economic Development License, the Municipal Code Chapter 10, Article II, Division 3, Section 10-60 states the following:

The purpose of this division is to establish a policy and conditions to allow the City Commission the ability to approve a request to transfer a liquor license into the city in excess of the city's quota licenses if the request is deemed to constitute a substantial economic development and benefit to the city, to establish criteria for selecting applicants, and to provide limitations on the influx of new liquor licenses and to insure controlled growth and development regarding liquor licenses and to evaluate the impact of increased liquor licenses on the city.

The applicant is requesting this zoning amendment to be eligible for the sale of wine at their proposed retail and restaurant development for RH. The applicant believes the combination of wine, food, and furniture design galleries will create a socially engaging retail experience that will serve as a destination based anchor tenant for the City. The eligibility of an Economic Development License may incentivize the applicant to pursue a development that meets the intent of the license which is *"to constitute a substantial economic development and benefit to the city."*

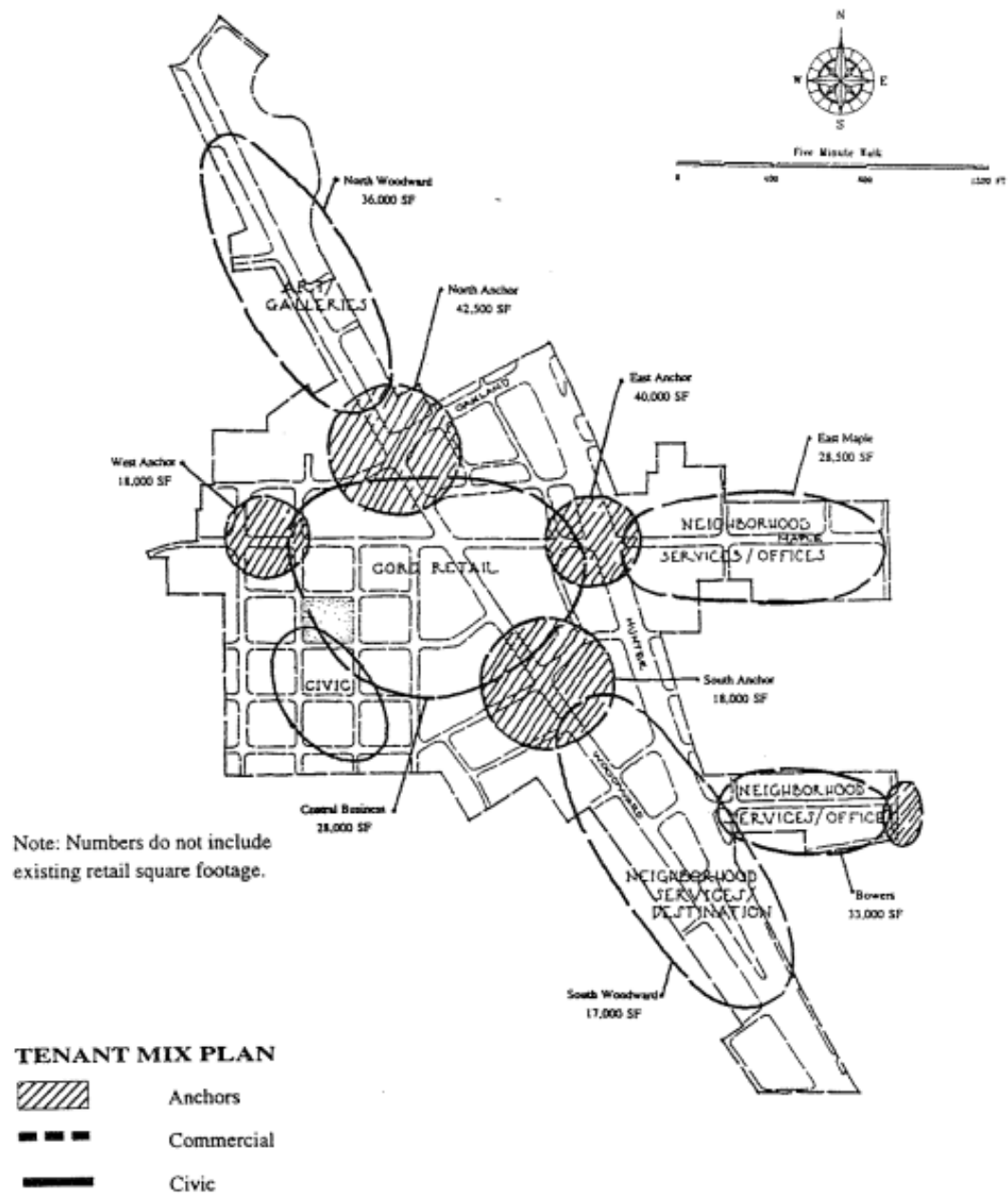
Master Plan:

In regards to the Downtown Birmingham 2016 Plan, it is recommended that the City encourage destination restaurants and retailers which serve as anchor tenants that compliment rather than compete with neighboring commercial uses. These anchor tenants should attract customers from outside the primary trade area, and not have negative impacts on surrounding neighborhoods or the CBD (p. 29-30).

The plan also states that Birmingham has five primary shopping areas in its Downtown which are isolated from each other. The distance between the primary shopping areas significantly limits cross-shopping between them. The plan states that the S. Old Woodward commercial area is separated from the CBD by the ring road traffic of Brown Street, and the plan identifies the intersection of Brown and S. Old Woodward as a location where an anchor tenant development will help spread out retail and encourage pedestrian movement between shopping districts. The illustration of this concept is provided below from Appendix D-1 of the Downtown 2016 Plan.

The plan recommends infill development with 0 foot setback and calls for the elimination of exposed surface parking. Breaks in the street wall for surface parking leads to isolation of retail sections and discourages pedestrian cross shopping from one area of town to the next. The plan also recommends a retail requirement for first floor buildings with frontage along main streets. A retail requirement would provide first floor uses that activate the street at a pedestrian level and provide a continuous engaging experience of items and activities to see in businesses as visitors pass through Birmingham's downtown.

An economic development license for the subject area could incentivize an anchor tenant that provides infill for the space and helps connect the downtown to the S. Old Woodward corridor which the 2016 Plan calls for. This anchor tenant could help continue the street wall from downtown and enhance the pedestrian experience with more retail activity. By attracting an anchor tenant for this location, an Economic Development License for this location could constitute a substantial economic development and benefit to the City and also help achieve the goals of the 2016 Master Plan.



Surrounding Area:

In regards to existing uses within the general area of the property, the subject property currently consists of a one story building and a two story building with a surface parking lot between them. The buildings are along the retail frontage line and consist of businesses offering financial services, shoe repair, and furniture.

The properties to the east and southeast from 355 to 555 S. Old Woodward are all eligible for an Economic Development license. Birmingham Pub at 555 S. Old Woodward currently operates with an Economic Development Liquor License. The area to the southeast is not within the Parking Assessment District, however it does include a parking deck in the 555 building that is available for public use, and a new 5-story mixed-use building has been approved at 469-479 S. Old Woodward. Adachi Sushi is located directly to the east at 325 S. Old Woodward and operates with a Bistro Liquor License in the historical Peabody Mansion. The Peabody Mansion is the only property south of Brown Street between Woodward and S. Old Woodward that is not eligible for an Economic Development license due to its historical designation.

To the north of the subject property is the newly developed Daxton Hotel which has replaced a former single story building and a large surface parking lot. The Daxton Hotel operates with a Hotel Liquor License which enables them to serve alcohol at the restaurant, banquet hall, and for room service. There are two public parking structures to the northeast and northwest of the subject property which are the Pierce Structure and Peabody Structure. Both public parking structures are within 200 feet of the subject property. Birmingham's core commercial area is currently located just north of the subject property, which is zoned as B4 and D4 Overlay.

Directly to the south is the newly developed Forefront property. The Forefront is a mixed-use 3-story building with a 1st floor commercial use and a mix of condos and apartments on floors two and three. There is an eclectic mix of uses continuing further south along Old Woodward which includes a pharmacy, an outdoor sporting goods store, and the restaurant "Phoenicia" which operates with a Class C Quota Liquor License.

Directly to the west along Brown Street is a 2-story office building for Coldwell Banker followed by a 3-story office building with Broder & Sachse amongst other tenants. The southwest portion of the property faces Daines Street which has a mix of office uses in the B2-B zone.

At this time, there are no properties on the west side of S. Old Woodward that are eligible for an Economic Development License.

Current Trends:

Brick and mortar retail has been shifting towards experience-based retail to compete with online shopping. This past decade, the retail industry has seen a number of businesses close their doors due to an inability to compete with online shopping. Successful brick and mortar stores have been able to combat online shopping by providing a positive experience that coincides with quality goods being sold. Doing so creates a destination-based experience that gets patrons walking into their doors and exploring the surrounding area.

The applicant wishes to become eligible for an Economic Development License to provide a luxury shopping experience that includes wine sales to go along with the furniture sales concept. Patrons of the restaurant would be able to bring their wine into various sections of the store while browsing the various design galleries with items for sale. This luxury shopping experience adds a social element to their shopping experience and encourages social interaction while visiting their store.

In regards to development and business trends in the area, The City has begun to see more activity near S. Old Woodward and Brown. The Forefront completed construction in 2018 however it did not occupy its first floor space with a tenant that quite meets the intent of the retail requirement. Attracting an anchor tenant on this side of town could help compliment and activate the surrounding retail spaces as spill-over shopping becomes a possibility. The Daxton Hotel recently completed construction across the street from the subject site and intends to activate the area with its hotel rooms for rent, its restaurant, and its banquet hall for various events. A 5-Story mixed use building was recently approved for 469-479 S. Old Woodward which also intends to bring more 1st floor retail and residents to this side of town. Attracting an anchor tenant could help compliment the surrounding development activity for this area.

An item for consideration and discussion is the impact of Covid-19 on downtowns such as Birmingham where restaurants and shops depend on business from surrounding office workers. There is a wide range of future projections for in-office work, many of them reducing the number of office workers and allowing more opportunities to work at home. If this occurs, Birmingham's businesses could experience a drastic reduction in revenue (or continue to...) An Economic Development License could help attract a destination anchor tenant that brings more people into downtown. Doing so could also provide an interesting destination for people working at home and looking to get out for social activity.

Amending the Ordinance to make the subject property eligible for an Economic Development License could incentivize development at this site that incorporates more experience-based retail that attracts patrons to the area and compliments the surrounding uses.

Summary:

The Planning Division finds that a zoning amendment to make the subject property eligible for an Economic Development License could help incentivize an anchor tenant that serves as an experience-based retail destination. Attracting such an anchor tenant would satisfy the recommendations of the Downtown 2016 Plan for the subject area of S. Old Woodward and Brown. Incentivizing an anchor tenant could also help connect retail from the CBD into the S. Old Woodward area and serve as a catalyst for surrounding businesses.

Suggested Action:

To recommend approval to the City Commission of the ordinance amendment to allow the use of an Economic Development Liquor License in the expanded area as shown on the attached map for Appendix C, Exhibit 1, Economic Development Licenses.

OR

To postpone the ordinance amendment to allow the use of an Economic Development Liquor License in the expanded area as shown on the attached map for Appendix C, Exhibit 1, Economic Development Licenses given the following reasons:

- 1.) _____
- 2.) _____
- 3.) _____

OR

To recommend denial to the City Commission of the ordinance amendment to allow the use of an Economic Development Liquor License in the expanded area as shown on the attached map for Appendix C, Exhibit 1, Economic Development Licenses.



MEMORANDUM

Planning Division

DATE: May 4, 2021

TO: Thomas M. Markus, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Set a Public Hearing for a Rezoning Request for 300 - 394 S. Old Woodward and a portion of 294 E. Brown Street from D3 to D4

INTRODUCTION:

The owner of the property known as 300 S. Old Woodward is seeking a lot split/rearrangement to allow for 3,104.39 sq.ft. on the western edge of 300 S. Old Woodward to be split from the existing parcel, and added to the parcel known as 294 E. Brown Street. In addition, the owner of 294 E. Brown Street is seeking a lot split/rearrangement to divide the existing parcel into two parcels, to allow for 1,962.79 sq.ft. on the southeastern edge of the parcel to be split and added to the parcel at 394 S. Old Woodward. Both lot splits/rearrangements, if approved, will allow for a swap of land between property owners that will create a rectangular lot at 294 E. Brown, as well as new parcels at 300 and 394 S. Old Woodward. The owner of the amended parcels at 300 and 394 S. Old Woodward is then seeking a lot combination to create a larger rectangular parcel on S. Old Woodward running south of E. Brown Street to Daines Street to allow the development of a four story mixed use building on the site.

The existing buildings (currently 300 and 394 S. Old Woodward) on the lot to be newly created are proposed to be demolished to construct a new 4 story mixed use building with retail and design uses on the first three floors, and a restaurant on the fourth floor. In order to permit the use of a restaurant on the fourth floor, the applicant is proposing a rezoning of the new parcel encompassing 300 - 394 S. Old Woodward and portions of 294 E. Brown from B-2 (General Business) and D-3 (Downtown Overlay) to B-2 (General Business) and D-4 (Downtown Overlay). The maximum height allowed in the D-4 zoning district is 4 stories with a bonus fifth story for residential. The applicant has stated they plan to limit a building to four stories.

In addition, the applicant will be proposing zoning amendments to Chapter 126, Zoning, of the City Code to allow the use of economic development liquor licenses with a Special Land Use Permit on this site, which will include an application for an amendment to Exhibit 1, Appendix C, to add the properties at 300 – 394 S. Old Woodward to this map. This request is discussed under separate cover.

LEGAL REVIEW:

The City Attorney has reviewed the application and has no concerns. as to the form of the application.

FISCAL IMPACT:

Not applicable.

PUBLIC COMMUNICATIONS:

Prior to the application being considered by the City Commission, the City Clerk's office will send out notices to all property owners and tenants within 300 feet of 300 and 394 S. Old Woodward and 294 E. Brown Street seeking public comment on the proposal.

SUMMARY:

The Planning Division recommends that the City Commission set a public hearing date of **June 14, 2021** to consider the rezoning of the new parcel encompassing 300 - 394 S. Old Woodward and portions of 294 E. Brown from B-2 (General Business) and D-3 (Downtown Overlay) to B-2 (General Business) and D-4 (Downtown Overlay).

ATTACHMENTS:

- Application for Rezoning
- Planning Board report dated April 23, 2021
- Relevant meeting minutes
- Plans for proposed development at 300 -394 S. Old Woodward as submitted to the Planning Board for the meeting of April 28, 2021.

SUGGESTED ACTION:

To set a public hearing date of June 14, 2021 to consider the rezoning of the new parcel encompassing 300 - 394 S. Old Woodward and portions of 294 E. Brown from B-2 (General Business) and D-3 (Downtown Overlay) to B-2 (General Business) and D-4 (Downtown Overlay).



CONSENT OF PROPERTY OWNER

Frank T. Konjarevich or Lois H. Konjarevich, as Trustees for the Frank T. Konjarevich Rev. Liv. Trust dated 5/22/95
I, _____, OF THE STATE OF Michigan AND
(Name of Property Owner)
COUNTY OF Oakland STATE THE FOLLOWING:

1. That I am the owner of real estate located at 394 S. Old Woodward;
(Address of Affected Property)
2. That I have read and examined the Application for **ZONING MAP CHANGE** made to the City of
Birmingham by: RH, Inc.;
(Name of Applicant)
3. That I have no objections to, and consent to the request(s) described in the Application made to the City of
Birmingham.

Frank T. Konjarevich or Lois H. Konjarevich, as Trustees for the Frank T. Konjarevich Rev. Liv. Trust dated 5/22/95
Name of Owner (Printed): _____

Signature of Owner: Frank Konjarevich Date: 2/24/21

APPLICATION FOR ZONING MAP OR ORDINANCE CHANGE
Birmingham, Michigan

A letter of authority, or power of attorney, shall be attached in case the appeal is made by a person other than the actual owner of the property.

PRZ21-0001

Date Received: 3/4/21 Received By: _____

Resolution No. _____ Approved/Denied _____

Application Fee: \$1,500.00

Receipt Number _____

The petitioner shall be responsible for any costs incurred by consultant, including but not limited to traffic and environmental, contracted by the city to review the proposed site plan and/or community impact study as determined by the city planner.

LEGAL DESCRIPTION – PARCELS I & II

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PARCEL I:

THE EAST 1/2 OF LOT(S) 11 OF BROWN'S ADDITION TO THE CITY OF BIRMINGHAM AND THE EAST 1/2 OF LOT 16 OF BROWN'S ADDITION NO. 1, IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, INCLUDING THE VACATED WEST 20 FEET OF ANN STREET ADJOINING LOT 11 AND THE VACATED WEST 19 FEET OF ANN STREET ADJOINING LOT 16.

PARCEL II:

THE WEST 1/2 OF LOT(S) 12 OF BROWN'S ADDITION TO THE VILLAGE (NOW CITY) OF BIRMINGHAM, OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, TOWNSHIP OF BLOOMFIELD (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, ALSO LOT 15, ADDITION TO WILLIAM BROWN'S ADDITION NO. 1, BEING A PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, INCLUDING VACATED 20 FEET OF ANN STREET, ADJOINING THE WESTERLY SIDE OF LOT 12 AND VACATED 21 FEET OF ANN STREET ADJOINING THE WESTERLY SIDE OF LOT 15.

ADDRESS: 294 E. BROWN STREET, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-021

LEGAL DESCRIPTION – PARCEL 2

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

THE EASTERLY 50 FEET OF LOT 12, AND THE WESTERLY PART OF LOT 13, MEASURING 82.45 FEET ON THE NORTH LOT LINE AND 82.48 FEET ON THE SOUTH LOT LINE OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS.

ADDRESS: 300 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-006

LEGAL DESCRIPTION – PARCEL 3

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

LOT(S) 14, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS.

ADDRESS: 394 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-014

DATE: April 23, 2021

TO: Planning Board

FROM: Jana Ecker, Planning Director

SUBJECT: Rezoning Request for 300 - 394 S. Old Woodward and a portion of 294 E. Brown Street

The subject site includes the properties known as 300 – 394 S. Old Woodward, and portions of the property located at 294 E. Brown. These properties are currently occupied by Capital Title/Lutz, Roche Bobois/Frank's Shoe Service and Coldwell Banker Weir Manual. The entire property has a total land area of 54,052.96 sq.ft. or 1.24 acres. It is located on the west side of S. Old Woodward, including the entire block of S. Old Woodward from Brown Street south to Daines Street. All parcels are zoned B2 General Business and D-3 in the Downtown Birmingham Overlay District.

The applicant is proposing to rearrange the parcel lines for the above three properties to create two new parcels through the lot split and combination process. The applicant is proposing to split off the westernmost portion of the 300 S. Old Woodward (currently parking lot) and combine this portion with the parcel at 294 E. Brown Street. In addition, the applicant is proposing to split off the easternmost portion of the L-shaped parcel at 294 E. Brown and combine this with the parcel at 394 S. Old Woodward. Finally, the applicant proposes to combine the new parcels at 300 and 394 S. Old Woodward to create one large new parcel that will run from Brown south to Daines. **The applicant is required to obtain approval of the City Commission for the proposed lot splits and lot combination to create the new lot that is the subject of this application and shown on the site plan.** The applicant has submitted applications to the City Commission for their review. On April 12, 2021, the City Commission set a public hearing date of May 10, 2021 to consider the requests for lot split/rearrangements and lot combination for the subject properties.

The existing buildings (currently 300 and 394 S. Old Woodward) on the lot to be newly created are proposed to be demolished to construct a new 4 story mixed use building with retail and design uses on the first three floors, and a restaurant on the fourth floor. One level of underground parking is proposed to house 24 cars. As the building is located within the Parking Assessment District, no on-site parking is required for the proposed commercial uses. The applicant is required to obtain site plan approval for the proposed building, as well as acceptance of a Community Impact Study, as the building is larger than 20,000 sq.ft. in size. The Planning Board reviewed the Community Impact Study and Preliminary Site Plan on March 26, 2021. After much discussion, the Planning Board postponed both matters to the April 28, 2021 meeting to allow the applicant to address concerns about the traffic study methodology with the City's transportation consultants.

In order to permit the use of a restaurant on the fourth floor, the applicant is proposing a rezoning of the new parcel encompassing 300 - 394 S. Old Woodward and portions of 294 E. Brown. Thus, the applicant has requested that the Planning Board hold a public hearing to consider the rezoning of the property from B-2 (General Business) and D-3 (Downtown Overlay) to B-2 (General Business) and D-4 (Downtown Overlay). The maximum height allowed in the D-4 zoning district is 4 stories with a bonus fifth story for residential. The applicant has stated they plan to limit a building to four

stories.

In addition, the applicant will be proposing zoning amendments to Chapter 126, Zoning, of the City Code to allow the use of economic development liquor licenses with a Special Land Use Permit on this site, which will include an application for an amendment to Exhibit 1, Appendix C, to add the properties at 300 – 394 S. Old Woodward to this map. This request is discussed under separate cover.

History of Property

Information gathered by PM Environmental for a Phase 1 Environmental Site Assessment on the property history revealed that the subject property was previously used for automotive service and sales, a dry cleaning facility, a fur retailer with possible repair or cleaning operations, and a gasoline dispensing station with underground storage tanks.

300 S. Old Woodward

The northern portion of the subject property was developed prior to 1921 with a residential dwelling and a garage structure. A small storefront building was also constructed between 1926 and 1931, and may have been used to support a used car sales operation on the surface lot that existed at the time. Both structures were demolished in 1949, and the current building at 300 S. Old Woodward was completed in 1954, with an addition in 1994. Historical records demonstrate that existing building on the site has been used as professional offices since at least 1951.

360 – 394 S. Old Woodward

The southern portion of the subject property was also developed prior to 1921 with a residential dwelling and shed structure. The residential dwelling was converted to a storefront by 1926. In approximately 1929, both structures were demolished and a majority of the existing building was constructed to house an automotive service operation and gasoline dispensing station. An addition to the original service building was completed in the late 1960's, and the building continued to be used for automotive service operations until at least 1967. A portion of the existing building was occupied by a theater between 1966 and 1986, a portion of the building remained in use for automotive sales and service until 1988, and a portion was used for drycleaning services between 1969 and 1976. Frank's Shoe Service and other retail sales operations have also been located in the existing building since at least 1969.

Requirements for Rezoning

The requirements for a request for the rezoning of a property are set forth in Article 07, section 7.02 of the Zoning Ordinance as follows:

Each application for an amendment to change the zoning classification of a particular property shall include statements addressing the following:

- 1. An explanation of why the rezoning is necessary for the preservation and enjoyment of the rights of usage commonly associated with property ownership.**

Applicant response:

- The rezoning of the subject property to B2/D4 would result in the preservation and enjoyment of the rights of usage commonly associated with property ownership for the applicant. This property is unique in that it sits across

Brown Street from the five story Daxton Hotel and kitty-corner from the ten story Birmingham Place. However, this property is currently zoned B2/D3. While a four story building may be constructed in the D3 zone, the ordinance mandate the fourth floor to be residential. This area of S. Old Woodward has more apartments and condominiums than any other area of Downtown Birmingham. There are residential units in Birmingham Place, the 555 Building, and the Forefront. The applicant is a retailer seeking four stories of retail operations with food and beverage services on the fourth floor. The rezoning is necessary to preserve the applicant's enjoyment of its permitted uses of retail and restaurant in the Downtown Overlay District. Both uses are permitted in the Downtown Overlay; note that all restaurants serving alcoholic beverages are subject to a Special Land Use Permit.

- Other property owners in the S. Old Woodward corridor, including most of those across S. Old Woodward south of Brown Street, enjoy the designation of the Economic Development License zone, including those of principally residential buildings and whether the properties face S. Old Woodward or Woodward Avenue. Further, the iconic Phoenicia restaurant serves alcoholic beverages in the subject property's current D3 zone on the west side of S. Old Woodward. Placing the subject property in the Economic Development License zone would allow the applicant to enjoy the same restaurant use with alcoholic beverage service as is enjoyed by many of the neighboring property owners.

2. An explanation of why the existing zoning classification is no longer appropriate

Applicant response:

- After reviewing the 2016 Plan, the existing zoning for the subject property should be updated so it is possible to allow a four story retail development. The RH experience is one of stand-alone buildings in walkable neighborhoods. Destination stores with restaurant amenities are one of the ways retailers like RH continue to thrive. RH offers customers the cultural experience of visiting a gallery. This is good news for cities like Birmingham. Malls draw pedestrian shoppers away from downtown areas while the applicant's project will bring shoppers into Downtown Birmingham. Additionally, with Birmingham Place and the 555 Building just south of the subject property, the streetscape of S. Old Woodward in this area of the City is architecturally balanced by the addition of the applicant's proposed, classically designed four story building with a top floor restaurant, drawing pedestrians off the street to shop and relax in a restaurant setting.
- Similarly, the new or returning concept of stand-alone destination retail supports placing the subject property in the Economic Development License zone. Current zoning of the subject property does not support the RH concept of a destination retail that is a dramatic, economic improvement to the property, and that offers a first-class dining experience. The RH concept complements the goals of the Birmingham Master Plan and is a benefit to the City. The changes in the zoning requested here will allow this concept to be developed in our City. Hence, the current zoning is no longer appropriate.

3. An explanation of why the proposed rezoning will not be detrimental to the surrounding properties.

Applicant response:

- The rezoning of this property to B2/D4 is complimentary to the surrounding properties, rather than detrimental. First, the uses proposed for the building and the D4 zone will allow the property to accommodate a large, stand-alone, destination retailer. Second, it will bring a unique strolling shopping experience to the nearby residents of Birmingham Place, the 555 Building, and residential neighborhoods, as well as permit a handsome, four story building with underground garage designed to the standards of the D4 zone. Third, it will give new life to the S. Old Woodward streetscape between Brown and Daines, while at the same time it will comply with the spirit and intent of the 2016 Plan and the Birmingham Zoning Ordinances.

Article 7, section 7.02 of the Zoning Ordinance further states:

Applications for amendments that are intended to change the zoning classification of a particular property shall be accompanied by a plot plan. Information required on plot plans shall be as follows:

1. Applicant's name, address and telephone number.
2. Scale, north point, and dates of submission and revisions.
3. Zoning classification of petitioner's parcel and all abutting parcels.
4. Existing lot lines, building lines, structures, parking areas, driveways, and other improvements on the site and within 100 feet of the site.
5. Existing use of the property.
6. Dimensions, centerlines and right-of-way widths of all abutting streets and alleys.
7. Location of existing drainage courses, floodplains, lakes, streams, and wood lots.
8. All existing easements.
9. Location of existing sanitary systems and or septic systems.
10. Location and size of existing water mains, well sites and building service.
11. Identification and seal of architect, engineer, land surveyor, or landscape architect who prepared the plans. If any of the items listed above are not applicable to a particular plot plan, the applicant must specify in the plot plan which items do not apply and, furthermore, why the items are not applicable.

A land survey was provided by the applicant with the required details and is attached to this report.

Planning Division Analysis & Findings

In accordance with Article 7 of the Zoning Ordinance, the Planning Board is required to conduct a public hearing on an application for rezoning, and to make a recommendation on the rezoning to the City Commission. Article 7, section 7.02(B)(5) of the Zoning Ordinance states:

The Planning Board shall make written findings of fact and transmit same, together with its recommendation, to the City Commission. The City Commission may hold additional hearings if the City Commission considers it necessary. The Planning Board shall make findings based on the evidence presented to it with respect to the following matters:

- a. The objectives of the City's then current master plan and the City's 2016 Plan.
- b. Existing uses of property within the general area of the property in question.
- c. Zoning classification of property within the general area of the property in question.

- d. The suitability of the property in question to the uses permitted under the existing zoning classification.
- e. The trend of development in the general area of the property in question, including any changes which have taken place in the zoning classification.

Accordingly, the Planning Division has reviewed the evidence presented with respect to the matters listed in Article 7, section 7.02(B)(5) of the Zoning Ordinance as noted below.

A. The objectives of the City's then current master plan and the City's 2016 Plan

The Birmingham Plan (1980) is the master plan currently in effect for the entire city, although a first draft of an updated 2040 Master Plan has been completed, but not yet adopted by the City Commission. The 1980 plan shows the subject properties with commercial use, similar to the surrounding Central Business District, and a maximum height limit at the time of four stories.

The Future Land Use Plan ("FLUP") contained in the 1980 shows the subject property designated for office and low-intensity commercial development. The 1980 Plan states that art galleries, boutiques, and home furnishings stores are recommended for such low-intensity commercial areas. In addition, the FLUP also recommends that quality restaurant and entertainment facilities be encouraged to expand in the downtown area (with the exception of fast food establishments), as "restaurants are magnets which bring potential shoppers into the Downtown".

The Birmingham Plan also noted the presence of several sensitive residential neighborhoods surrounding Downtown, including the Woodward-Lincoln-Pierce area. The subject property requesting rezoning at this time does not abut any portion of this sensitive residential area. The entire area east of Purdy between Brown and Daines was considered the commercial area of downtown, thus there are no residential properties contained within the entire block on which the subject site is located. There are residential properties located on the southwest corner of the block located south of Daines Street.

The Downtown Birmingham 2016 Plan ("2016 Plan") was adopted in 1996 to specifically improve the downtown area. The 2016 Plan was formally integrated into the requirements of the Zoning Ordinance shortly thereafter through the creation of the Downtown Birmingham Overlay District which defined the area to be governed by the recommendations in the 2016 Plan. The subject property to be considered for rezoning is located in the Downtown Birmingham Overlay District. The current D-3 Overlay Zoning already permits the development of four story buildings, if the fourth floor is used as residential. The requested rezoning to D-4 Overlay Zoning would allow the applicant to construct a four story building with a fourth floor restaurant use.

The 2016 Plan encourages D-3 flexible use buildings in this area (which are permitted to be 4 stories in height), to provide a connection between Downtown and the south end of S. Old Woodward, and encourages anchor retail development. The rezoning request made by the applicant is to allow the construction of a four story mixed use building to house Restoration Hardware. The proposed retail, gallery, design services and restaurant uses all work together to provide a significant retail anchor as recommended by the 2016 Plan to activate this area and support an active live, work and play environment for downtown.

The 2016 Plan also states that "Traditional American cities, except the very largest, rarely

exceed five stories in building height and most commonly range from two to four stories. Downtown Birmingham adheres to this rule, with the most memorable streets tending to be at least two stories and the least memorable being mostly one story”, and encourages proper building mass and scale to create an environment that is more comfortable to pedestrians, thus creating a walkable downtown. While the proposed rezoning to D-4 would also permit five story buildings, the applicant has indicated that they wish to limit development on the subject property to four stories. Both four or five story buildings would provide for significant massing at this important corner of Brown and S. Old Woodward. The height limit of four stories proposed by the applicant will also provide a transition from the five story Daxton Hotel to the north and the three story Forefront building to the south, ensuring that any new building will be harmonious with existing buildings.

B. Existing uses of property within the general area of the property in question

The property to the north of the subject site houses a recently constructed five story hotel, with a mix of retail and restaurant uses on the first floor, and residential uses on the top floor. The properties to the east of the site across S. Old Woodward include a mix of retail, restaurant and office use, as well as residential uses in the Birmingham Place building. The property located to the west of the subject site is a commercial office building with surface parking. The property across Daines Street to the south contains a mix of retail and commercial uses on the first floor, and residential uses on the upper floors.

The following chart summarizes the land uses and zoning districts adjacent to and in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Retail/ Commercial / Hotel	Retail/ Commercial / Residential	Retail / Commercial/ Residential	Commercial/ Parking
Existing Zoning	B-4, Business Residential	B-2, General Business	B-2, General Business & B-3, Office Residential	B-2, General Business
Overlay Zoning	D-4	D-2	D-3 & D-4	D-3

C. Zoning classification of property within the general area of the property in question.

The properties immediately north of the subject site are zoned B4 and D4, which allow a mix of residential, retail and commercial uses, and buildings up to 5 stories in height up to a maximum height of 80'. The property to the west of the subject site is zoned B2 and D3, which also allow a mix of residential, retail and commercial uses, and buildings up to 4 stories in height up to a maximum height of 68'. Across S. Old Woodward to the east, adjacent properties are zoned B2 and D3 (Peabody Mansion and Powerhouse Gym Building), which allow a mix of residential, retail and commercial uses, and a maximum height of 4 stories and 68'. In addition, also across S. Old Woodward to the east adjacent to the subject site is the Birmingham Place building which is zoned B3 and D5, which also allows a mix of residential, retail and commercial uses, allows more than 5 stories, up to a maximum height

of 180'. The property to the south across Daines is zoned B2-B and D2, also allowing a mix of residential, retail and commercial uses and buildings up to 3 stories and 56' in height.

D. The suitability of the property in question to the uses permitted under the existing zoning classification.

Under the current zoning, all of the same uses are permitted as those under the proposed D4 zoning classification. However, while the existing D3 zoning does permit a fourth floor as proposed by the applicant, it is only permitted if it is used solely for residential use. Thus, the applicant is proposing the rezoning from D3 to D4 to permit a fourth floor for restaurant use. Restaurant uses are permitted in both D3 and D4 of the Downtown Overlay District. The applicant has stated that the proposed restaurant use on the fourth floor is necessary for the proposed development to allow Restoration Hardware to create a unique, experience-based retail destination for Downtown Birmingham.

E. The trend of development in the general area of the property in question, including any changes which have taken place in the zoning classification.

The Daxton Hotel immediately north of the subject site was recently completed, and opened for business this spring. The Daxton Hotel is a 5 story, mixed use building that contains hotel, residential, retail and restaurant uses. In addition, to the south, the Forefront Building was completed several years ago with retail/commercial space on the first floor and residential units on the upper floors. The Forefront was purchased, and the new owners recently applied for approval to increase the number of residential units on the upper floors (within the original building envelope). In 2017, the Birmingham Place building adjacent to the east was also rezoned to D5 under the Downtown Overlay. While no changes were made to Birmingham Place at the time, the new zoning now permits buildings over 5 stories in height (up to 180') so long as they are compatible with adjacent buildings, thus correcting the previous legal, non-conforming status of that building with regards to height.

Based on a review of the rezoning application and supporting documentation submitted by the applicant, a review of the applicable master plan documents, current zoning and recent development trends in the area, the Planning Department finds that the applicant meets the established Zoning Ordinance requirements in Article 7, section 7.02(B)(5) to qualify for a rezoning of the property from D-3 to D-4 in the Downtown Overlay district for the purpose of permitting a fourth floor to be used as a restaurant. Given the recommendations of the 2016 Plan, the existing mix of uses in the immediate area and given the size and quality of the building, the proposal to rezone to D4 is appropriate and compatible with both the zoning and height of properties within the general area.

Departmental Reports

1. Engineering Division – The Engineering Department will provide any comments prior to the April 28, 2021 Planning Board meeting.
2. Department of Public Services –The Department of Public Services will provide any comments prior to the April 28, 2021 Planning Board meeting.
3. Fire Department – The Fire Department has no concerns with the rezoning at this time.
4. Police Department – The Police Department has no concerns with the rezoning application.

5. Building Department – The Building Department has no concerns with the rezoning application at this time.

Sample motions with attached conditions have been provided in the event that the Planning Board deems it appropriate to send a recommendation of approval forward to the City Commission.

Suggested Action:

Based on a review of the rezoning request and supporting documentation submitted by the applicant, a review of the applicable master plan documents and the development trends in the area, the Planning Board adopts the findings of fact contained in the staff report dated April 17, 2020 and recommends **APPROVAL** to the City Commission for the rezoning of 300 -394 S. Old Woodward and a portion of 294 E. Brown Street from D-3 to D-4 in the Downtown Overlay.

OR

Based on a review of the rezoning request and supporting documentation submitted by the applicant, a review of the applicable master plan documents and the development trends in the area, the Planning Board recommends **DENIAL** to the City Commission of the applicant's request for the rezoning of the property at 300 - 394 S. Old Woodward and a portion of 294 E. Brown Street from D-3 to D-4 in the Downtown Overlay for the following reasons:

1. _____
2. _____
3. _____

OR

Motion to recommend **POSTPONEMENT** of the applicant's request for the rezoning of the property at 300 - 394 S. Old Woodward and a portion of 294 E. Brown Street from D-3 to D-4 in the Downtown Overlay, pending receipt and review of the following information:

1. _____
2. _____
3. _____

Planning Board Minutes
March 26, 2021

F. Community Impact Study Review

- 1. 300 & 394 S. Old Woodward, and portions of 294 E. Brown** – New Construction (Capital Title/Lutz & Frank's Shoe Service, portions of Coldwell Banker Weir Manual parking lot), Community Impact Study to consider approval of a new 4 story building, including a request to operate a restaurant using an Economic Development Liquor License.

Chair Klein said he would be recusing himself from the Board's considerations regarding 300 & 394 S. Old Woodward and portions of 294 E. Brown. While he said he and the City Attorney determined he had no conflict-of-interest, he was concerned that existing business relationships between his company and parties affiliated with the applicants could lead to the public impression of a conflict-of-interest. The Chair said that if it became clear in the future that his participation in these discussions would not result in the public impression of a conflict-of-interest, he would rejoin deliberations regarding 300 & 394 S. Old Woodward and portions of 294 E. Brown at that time.

The Chair recused himself and left the meeting at 8:06 p.m.

Mr. Emerine filled the Board vacancy stemming from the Chair's recusal and Vice-Chair Williams commenced facilitation of the meeting.

PD Ecker presented the CIS.

Victor Saroki, architect, Richard Rattner, attorney, Dave Stanchak, President of RH, Paul O'Meara, engineer, and Mike Kulka, **Environmental Engineer**, were present on behalf of the application.

Ms. Kroll reported she had met with the applicant team and they confirmed they would get her the additional traffic information she had requested.

In reply to Mr. Share, Ms. Kroll explained that the Multi-Modal Transportation Board had recently updated the transportation impact study requirements for the City, and that adding crash analyses was one of the updates. She said that there were no accident mitigation measures beyond signage recommended for the intersection of S. Old Woodward and Brown since the majority of the accidents resulted from parking issues and inattentive drivers. She confirmed some of the parking in front of the building may be eliminated to make room for the valet, and that if that were to occur it may reduce some of the parking accidents.

In reply to a request from Vice-Chair Williams, Mr. Emerine said he could work as the Board's representative with Ms. Kroll and Mr. O'Meara regarding the site's traffic impact.

In reply to Mr. Emerine, Ms. Kroll explained she wanted to produce a conservative traffic analysis to make sure that the site could handle the peak amount of likely traffic. She said that would better ensure that severe issues with traffic around the site do not ensue from the proposed uses.

The Board was advised by the applicant team that furniture loading and unloading would occur infrequently since RH is a showroom only and furniture purchases would be coming from off-site. Vice-Chair Williams and Mr. Boyle asked that furniture delivery trucks still be addressed in upcoming

discussions of this item since the pieces in the showroom would likely be refreshed from time to time.

Mr. Saroki stated that the applicant team would resolve all issues raised by City departments and by Ms. Kroll's comments on the traffic study.

Mr. Kulka stated that the site had no more significant environmental issues than similar urban sites. He said any issues found in the environmental study would be remediated.

In reply to Mr. Share, Mr. Kulka committed the applicant team to environmentally remediating the site to residential criteria.

Public Comment

Mr. Reagan said he was concerned about there being insufficient parking proposed and in the area to support the site. He said he was also concerned about the impact of the project on nearby residences.

In reply to a question from David Bloom, Mr. Saroki said one area of the site would gain three parking spaces and another area would lose 11, leading to a net loss of eight parking spaces from the current number available. He also stated that RH paid for the CIS.

Mr. Share complimented the applicant team on their work thus far.

Motion by Mr. Share

Seconded by Mr. Emerine to postpone action on the Community Impact Study as provided by the applicant to April 28, 2021 for the proposed development at 300 - 394 S. Old Woodward and a portion of 294 E. Brown Street, allowing the applicant the opportunity to address the issues raised by the Planning Department in its review of the CIS.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Share, Emerine, Williams, Whipple-Boyce, Koseck, Boyle, Ramin

Nays: None

03-045-21

G. Preliminary Site Plan Review

- 1. 300 & 394 S. Old Woodward, and portions of 294 E. Brown** – New Construction (Capital Title/Lutz & Frank's Shoe Service, portions of Coldwell Banker Weir Manual parking lot), Preliminary Site Plan Review to consider approval of a new 4 story building, including a request to operate a restaurant using an Economic Development Liquor License.

PD Ecker reviewed the item.

In reply to Mr. Share, PD Ecker said she would speak with the Engineering Department regarding possible options for additional sidewalk lighting on Daines.

Mr. Saroki explained that the landscaping off of Daines would be on the Coldwell Banker site with the consent of the property's owner. He stated that RH would be paying for the landscaping.

Mr. Stanchak provided a brief overview of the design inspiration for the Birmingham site and showed a rendering of RH Birmingham.

Jim Arpin, President of the Condo Association at Birmingham Place, said he appreciated what he had seen of the plans so far. Mr. Arpin invited the applicants to meet with the Condo Association.

Vice-Chair Williams encouraged the applicants to take Mr. Arpin up on his invitation.

Mr. Share asked if the applicant team had considered doing a three-story building without the need for a liquor license, since pursuing a four-story building with a liquor license adds complexity.

Mr. Stanchak said the restaurant and alcohol service were integral to creating the hospitable, appealing atmosphere of RH.

Mr. Koseck said he thought the applicant team had gone above and beyond to address site issues. He commended them on designing the building in context, on the attention paid to the aesthetics of all sides of the building, and on the landscaping and hardscaping. He said he thought the designs for the building and grounds would fit well in the neighborhood's context.

There was Board consensus to postpone voting on the item until April 28, 2021 in order to consider the CIS, Preliminary Site Plan, Rezoning Request and Economic Development License for 300 & 394 S. Old Woodward and portions of 294 E. Brown during the same meeting.

Motion by Mr. Boyle

Seconded by Mr. Koseck to postpone the Preliminary Site Plan for 300 - 394 S. Old Woodward and a portion of 294 E. Brown Street pending receipt of an updated CIS addressing all issues noted in the CIS review above and setting the date for reconsideration to be April 28, 2021.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Boyle, Koseck, Ramin, Share, Emerine, Whipple-Boyce, Williams

Nays: None

A
B
C
D
E
F
G
H

BROWN STREET

OLD WOODWARD AVENUE

DAINES STREET

LINE OF (2) 12' WIDE, 40'
LONG LOADING SPACE



Parking Level Floor Plan

SCALE: 3/32" = 1'-0"

SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:

03-16-2021 Preliminary Site Plan App.

04-28-2021 Preliminary Site Plan App.

Sheet No.:

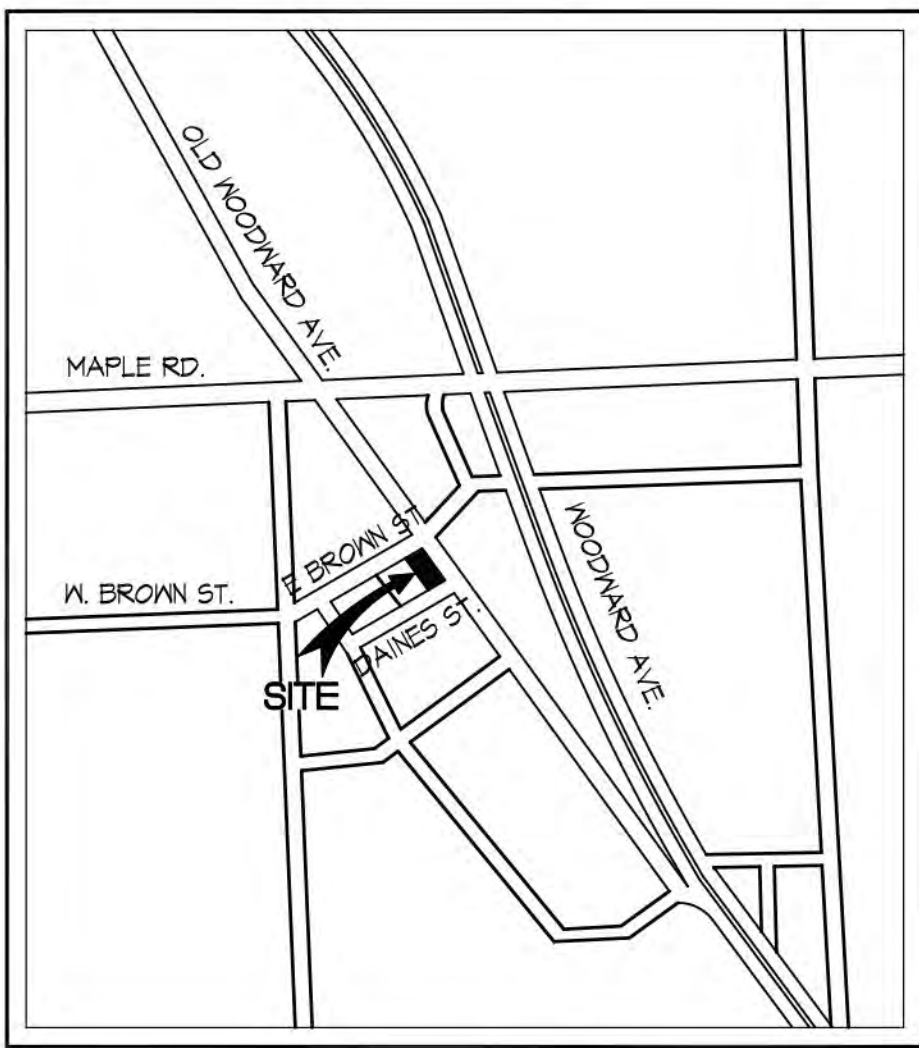
A100

Lower Parking Level Floor Plan

1 2 3 4 5 6 7 8 9 10

ZONED B4

BROWN STREET



site location map:
Not To Scale



LEGAL DESCRIPTION - SWAP PARCEL 1
LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:
PART OF LOT 12 OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT 5.62°00'00"W. 119.37 FEET FROM THE NORTHEAST CORNER OF LOT 13 OF SAID BROWN'S ADDITION SUBDIVISION; THENCE S.35°35'52"E. 100.00 FEET; THENCE S.62°00'00"W. 30.76 FEET; THENCE N.36°14'00"W. 100.15 FEET; THENCE N.62°00'00"E. 31.88 FEET TO THE POINT OF BEGINNING. CONTAINING: 3,104 SQUARE FEET OR 0.07 ACRES OF LAND

LEGAL DESCRIPTION - SWAP PARCEL 2
LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:
PART OF LOT 15 OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT 5.62°00'00"W. 119.37 FEET AND 5.35°35'52"E. 100.00 FEET FROM THE NORTHEAST CORNER OF LOT 13 OF BROWN'S ADDITION SUBDIVISION AS RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; THENCE N.62°00'00"E. 19.24 FEET; THENCE S.35°14'00"E. 100.15 FEET; THENCE S.62°00'00"W. 20.36 FEET; THENCE N.35°35'52"W. 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING: 1,963 SQUARE FEET OR 0.04 ACRES OF LAND

ZONED B3 (Across Old Woodward)

OLD WOODWARD AVENUE

PROP. VALET

42" HIGH MASONRY WALL W/ LIMESTONE CAP, INTEGRATED INTERMITTENT PORTIONS OF BLACKENED STEEL VERTICAL PICKET FENCING

BUILDING SQUARE FOOTAGE TOTALS	
FIRST LEVEL:	13,451 SF
SECOND LEVEL:	13,958 SF
THIRD LEVEL:	13,679 SF
FOURTH LEVEL:	8,536 SF
TOTAL:	49,624 SF

LOWER PARKING LEVEL: 15,092 SF (24 PARKING SPACES)

DAINES STREET

ZONED B-2B



Architectural Site Plan

SCALE: 3/32" = 1'-0"

Coldwell Banker
Weir Manual Realtors
294 E. Brown St.

Lot 11
Parcel I

200' 3 1/4"
EX. PEDESTRIAN WALK

ZONED B2
Parcel II

90' x 166'
13,451 sf / floor

LINE OF (2)1/2"
WIDE, 40' LONG
LOADING SPACE

41'-8"
PROP. CURB CUT ENTRY / EXIT

82'-2"
PROP. CURB CUT ENTRY / EXIT

SAROKI
ARCHITECTURE

430 N. OLD WOODWARD
BIRMINGHAM, MI 48009

P. 248.258.5707
F. 248.258.5515

SarokiArchitecture.com

Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:

03-16-2021 Preliminary Site Plan App.

04-26-2021 Preliminary Site Plan App.

Sheet No.:

SP01

Architectural Site Plan

A
B
C
D
E
F
G
H

1 2 3 4 5 6 7 8 9 10



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ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
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Project:
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300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:
03-16-2021 Preliminary Site Plan App.
04-28-2021 Preliminary Site Plan App.

Sheet No.:
A120
Second Level Floor Plan

Second Level Floor Plan
SCALE: 3/32" = 1'-0"

A
B
C
D
E
F
G
H

1

2

3

4

5

6

7

8

9

10

BROWN STREET

OLD WOODWARD AVENUE

DAINES STREET

SAROKI
ARCHITECTURE

430 N. OLD WOODWARD
BIRMINGHAM, MI 48009

P. 248.258.5707
F. 248.258.5515

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Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:

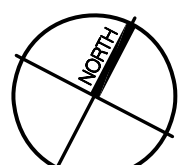
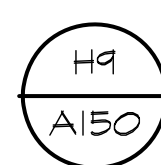
03-16-2021 Preliminary Site Plan App.

04-26-2021 Preliminary Site Plan App.

Sheet No.:

A150

Roof Plan

  **Roof Plan**
SCALE: 3/32" = 1'-0"

A

B

C

D

E

F

G

H

Top of Mech Screen
+2'-0" (60'-0" Overall)
Top of Greenhouse
+18'-0" (67'-0" Overall)

4th FL. FF.
+18'-0" (67'-0" Overall)

3rd FL. FF.
+18'-0" (67'-0" Overall)

2nd FL. FF.
+18'-0"

1st FL. FF. (Proposed)



SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
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Project:
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300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:

03-09-2021 CONCEPT REVIEW

04-28-2021 Preliminary Site Plan App.

Sheet No.:

A210
EXTERIOR ELEVATION

H9
A210
East Exterior Elevation
SCALE: 1/8" = 1'-0"

1

2

3

4

5

6

7

8

9

10

A

B

C

D

E

F

G

H

Top of Mech Screen
+2'-0" (60'-0" Overall)

Top of Greenhouse
+18'-0" (67'-0" Overall)

4th FL. FF.
+18'-0" (67'-0" Overall)

3rd FL. FF.
+18'-0" (67'-0" Overall)

2nd FL. FF.
+18'-0"

1st FL. FF.
(Proposed)



SAROKI
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F. 248.258.5515
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Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:

03-09-2021 CONCEPT REVIEW

04-28-2021 Preliminary Site Plan App.

Sheet No.:

A212
EXTERIOR ELEVATION

H9
A212
West Exterior Elevation
SCALE: 1/8" = 1'-0"

1

2

3

4

5

6

7

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9

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A

B

C

D

E

F

G

H

1

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10



SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
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Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: **Issued For:**

03-09-2021 CONCEPT REVIEW

04-28-2021 Preliminary Site Plan App.

Sheet No.:
A214
EXTERIOR ELEVATION

H9
A214
North Exterior Elevation
SCALE: 1/8" = 1'-0"

A

B

C

D

E

F

G

H

1 2 3 4 5 6 7 8 9 10



SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
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Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: **Issued For:**
03-09-2021 CONCEPT REVIEW
04-28-2021 Preliminary Site Plan App.

Sheet No.:
A216
EXTERIOR ELEVATION

H9
A216
South Exterior Elevation
SCALE: 1/8"= 1'-0"



H9
A218 StreetView Elevation
SCALE: 1/16" = 1'-0"

SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
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Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: 03-09-2021
Issued For: CONCEPT REVIEW
04-28-2021 Preliminary Site Plan App.

Sheet No.:
A218
EXTERIOR ELEVATION

A

B

C

D

E

F

G

H



Architectural Brick
Slate Grey Velour
Norman Brick Type (3" x 12")



Basaltina
Basalt Stone



Hope's Steel Windows & Doors



Exterior Light Fixtures & Steel Canopies



Steel and Glass Rooftop Restaurant

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Date: Issued For:
03-16-2021 Preliminary Site Plan App.
04-26-2021 Preliminary Site Plan App.

Sheet No.:
A900
Exterior Material Board



Drive-over LED in-grade floodlights

Enclosures: Outer housing of high tensile strength stainless steel; inner housing is factory sealed and fabricated of heavy gauge stainless steel. Reflector made of pure anodized aluminum.

Trim Ring: Heavy gauge, machined stainless steel secured to inner housing by five (5) stainless steel hex head fasteners. Trim is sealed in place using mastic, one piece high temperature silicone gasket. Glass is clear tempered, 1/2" thick, machined flush to trim ring.

Electrical: 13.9W LED luminaires, 17 total system watts, -20° C start temperature, integral 120V through 277V electronic LED driver, 0-10V, TRIAC, and ELV dimmable. The LED module and driver are mounted on a removable inner assembly for easy replacement. Standard LED color temperature is 4000K with an 85 CRI. Available in 3000K (85 CRI), add suffix K3 to order.

Note: Due to the dynamic nature of LED technology, LED luminaire data on this sheet is subject to change at the discretion of BEGA-US. For the most current technical data, please refer to www.bega-us.com.

Finish: Machined #4 brushed stainless steel. Custom colors not available.

CSA: Certified to U.S. and Canadian standards for wet locations. Protection class IP68.

Temperature caution: The column "T" in this chart indicates the temperature in degrees Celsius which is reached on the center of the glass surface during operation. Surface temperatures are for exterior applications. For interior applications add 10° C to temperatures shown.

Note: A foundation and proper drainage must be supplied by the customer. These luminaires are designed to bear pressure loads up to 4,400 lbs. from vehicles with pneumatic tires. The luminaires must not be used for traffic lanes where they are subject to horizontal pressure from vehicles braking, accelerating and changing direction.

Weight: 9.5 lbs.

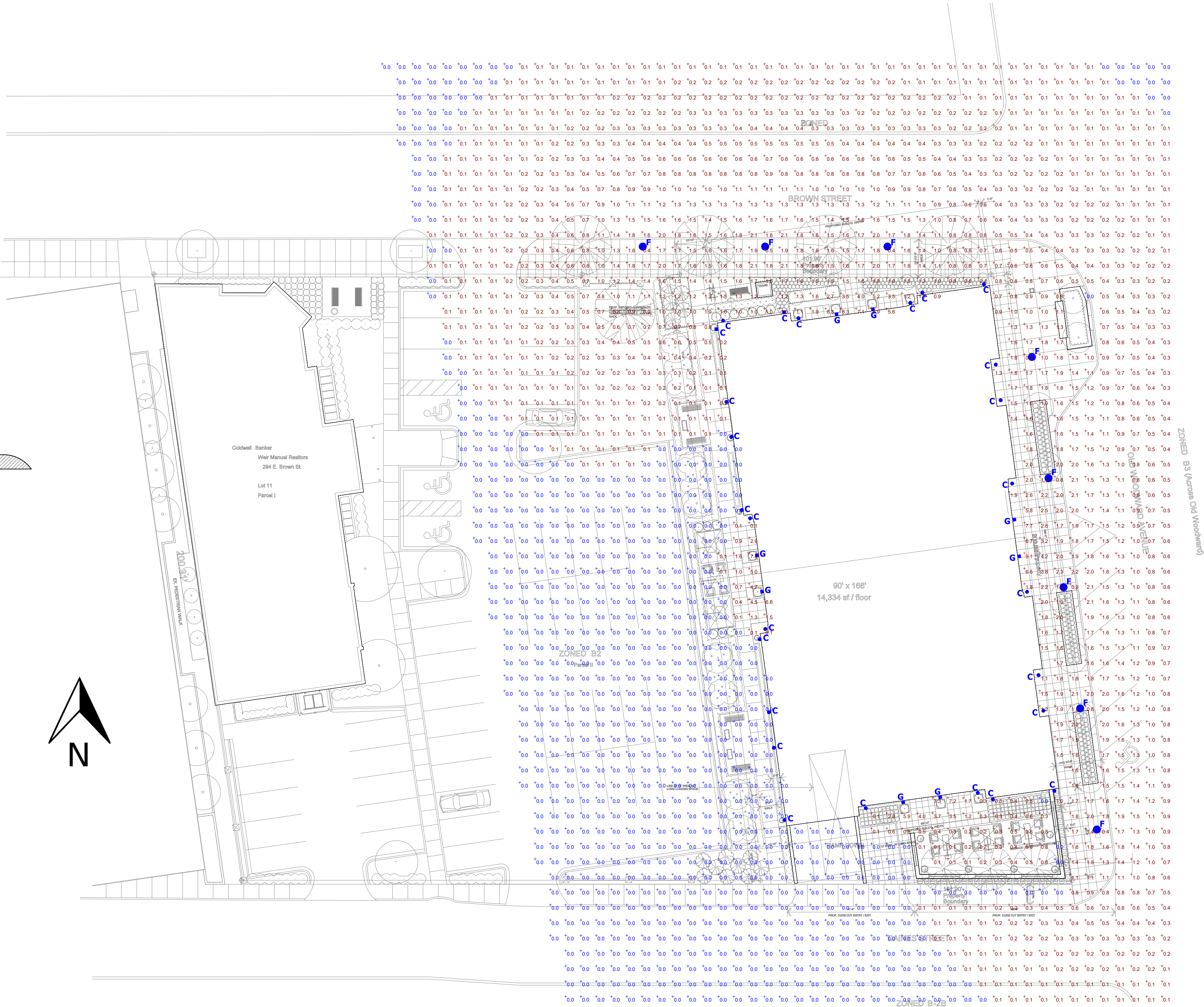
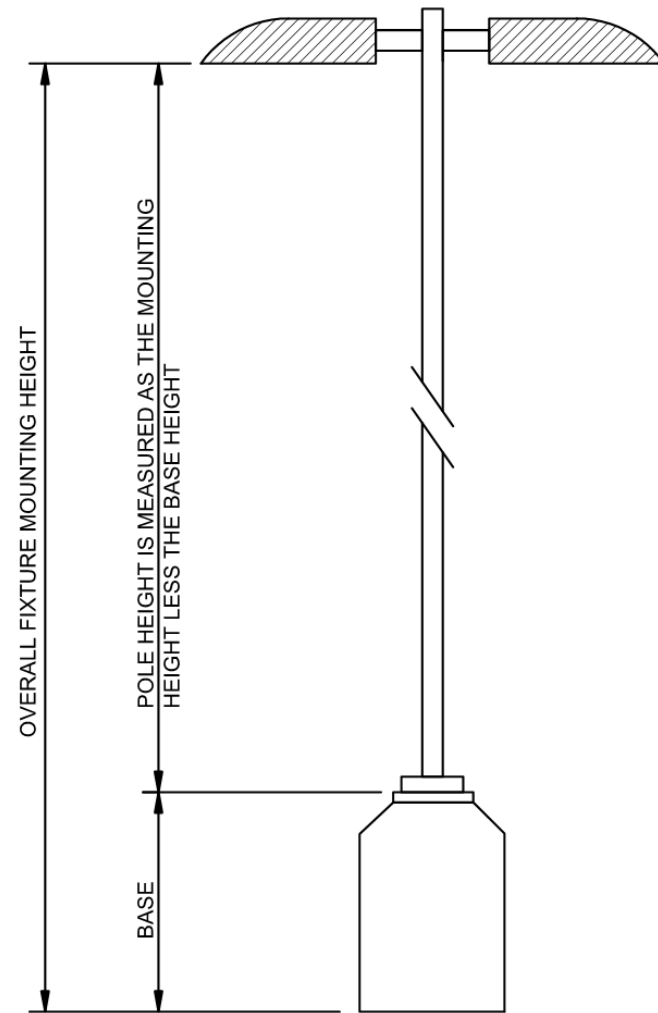
Luminaire Lumens: 970



Symmetrical floodlights - clear safety glass

Lamp	B	T	A	D	Q
77 007 13.9W LED	24"	25"	9"	12"	6"
10000	10000	10000	10000	10000	10000

1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0333 FAX (805) 366-9474 www.bega-us.com
Copyright BEGA 2017. Updated 1/16



Plan View
Scale - 1" = 20ft

Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage	Mounting Height
	C	26	BEGA	77007+K4	LED IN-GRADE FLOODLIGHT	LED	1	967	0.9	17	0'-0"
	F	8	UNKNOWN	SUPPLIED AND VERIFIED BY OTHERS	SUPPLIED AND VERIFIED BY OTHERS	SUPPLIED AND VERIFIED BY OTHERS	1	UNKNOWN	0.75	UNKNOWN	12'-0"
	G	8	LANTERN SUPPLIED BY RH	LANTERN SUPPLIED BY RH	LANTERN SUPPLIED BY RH	LANTERN SUPPLIED BY RH	1	UNKNOWN	0.9	UNKNOWN	9'-0"

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
OVERALL	+	0.5 fc	9.1 fc	0.0 fc	N/A	N/A

Mounting Height Note
MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

Drawing Note
THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

General Note
1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

Ordering Note
FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

Alternates Note
THE USE OF FIXTURE ALTERNATES MUST BE RESUBMITTED TO THE CITY FOR APPROVAL.













MEMORANDUM

Department of Public Services

DATE: May 3, 2021

TO: Thomas M. Markus, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Cross Connection Control Program - Contract Renewal

INTRODUCTION:

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) requires all communities to maintain a comprehensive cross connection inspection program to provide a safe potable water system. This program provides for the elimination and prevention of cross connections in water systems within all of the City's commercial and industrial buildings. A cross connection is a connection or arrangement of piping or appurtenances through which water could backflow into the City's water supply system causing contamination. To date, the program has proved extremely successful in meeting the State's requirements and abating potential hazards.

BACKGROUND:

The City of Birmingham began this comprehensive cross connection control program in 1998 with Hydro Designs, Inc. dba HydroCorp. The City re-bid the program in 2003 and it was awarded to Hydro Designs, again. The last contract was five (5) years for \$15,780.00 per year for the life of the contract. HydroCorp is the only company providing these services that can meet the City's requirements of a turnkey program. No advantage will be gained by the City of Birmingham bidding out these professional services. Therefore, competitive bids were not obtained.

The Cross Connection Control Services Agreement originally dated April 14, 2003, extended by amendment through April 25, 2021, is further extended by this Amended and Restated Agreement in accordance with Attachment A. HydroCorp also provides the City's annual lead testing services for the requirements set by EGLE.

LEGAL REVIEW:

The City Attorney's Office prepared the amended and restated agreement for three (3) years and approved with signature.

FISCAL IMPACT:

Funds for these services are budgeted and available from the Water Fund account #591-537.007-811.0000. The contract amount is based on a 36-month period in the amount of \$1,381.00 per month or \$16,572.00 per year. This is a five percent (5%) increase since the old rate went into effect on April 25, 2016.

PUBLIC COMMUNICATIONS:

The affected properties receive advance notice from HydroCorp, Inc. regarding the upcoming inspections. HydroCorp also assists the City with a community-wide public relations program about this requirement.

ATTACHMENTS:

- City of Birmingham Amended and Restated Agreement with Hydro Corporation
- Attachment A
- Certificate of Insurance

SUMMARY:

The Department of Public Services recommends approving the Cross Connection Control Agreement with HydroCorp for a period of three (3) years beginning April 26, 2021 and ending April 25, 2024 in a total amount not to exceed \$16,572.00 per year or \$49,716.00 for the contract term.

SUGGESTED RESOLUTION:

To approve the Amended and Restated Cross Connection Control Services Agreement with HydroCorp for services described in Attachment A in the amount not to exceed \$49,716.00 over a three-year period. Funds are available in the Water Fund account #591-537.007-811.0000. In addition, to waive the normal bidding requirements. Further, to authorize the Mayor and City Clerk to sign the Agreement on behalf of the City upon receipt of the required insurance coverage.

**CITY OF BIRMINGHAM AMENDED AND RESTATED AGREEMENT
WITH HYDRO CORPORATION
CROSS CONNECTION CONTROL SERVICES AGREEMENT**

THIS AMENDMENT TO THE HYDRO CORPORATION CROSS CONNECTION SERVICES AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation located at 151 Martin Street, Birmingham, Michigan, hereinafter referred to as the **CITY**, and **HYDRO CORPORATION** (formerly known as Hydro-Design), located at 5700 Crooks Road, Suite #100, Troy, MI 48098 hereinafter referred to as the **CONSULTANT**.

W I T N E S S E T H:

WHEREAS, the **CITY** would like to engage the professional services of the **CONSULTANT** to perform the services described in Attachment A thereof, and,

WHEREAS, the **CONSULTANT** is willing to render such services desired by the **CITY** for the considerations hereinafter expressed.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The Cross Connection Control Services Agreement originally dated April 14, 2003, extended by amendment through April 25, 2021, is further extended by this Amended and Restated Agreement in accordance with Attachment A. This Agreement commences _____ through _____, 2024.
2. The **CONSULTANT** shall perform the professional services for the **CITY**, as set forth on Attachment A which is attached hereto and incorporated by reference.
3. The **CONSULTANT** shall perform all work under the direction of the Department of Public Services.
4. The **CITY** agrees to pay the **CONSULTANT** for services rendered on the basis of the hourly fees as set forth in Attachment A which is attached hereto and made a part hereof. The monthly fee of One Thousand Three Hundred Eighty-one and 00/100 Dollars (\$1,381.00) may be reviewed and adjusted annually by mutual consent of both parties in writing. The **CONSULTANT** shall submit billings on a regular basis in thirty-six (36) equal amounts of One Thousand Three Hundred Eighty-one and 00/100 Dollars (\$1,381.00).
5. Notwithstanding the term of the agreement, the City shall have the right to terminate this Agreement on ten (10) days written notice. In the event of termination, the **CONSULTANT** shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results to the date the termination takes effect and the City shall be entitled to retain and use the results of all information, documents and recommendations prepared by the **CONSULTANT** through such date.

6. If the CONSULTANT fails to perform its obligations hereunder, the CITY may take any and all remedial actions permitted by law.

7. The CONSULTANT shall hire personnel of good character and fitness to perform the duties under this Agreement.

8. The CONSULTANT agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The CONSULTANT shall inform the CITY of all claims or suits asserted against it by the CONSULTANT'S employees who work pursuant to this Agreement. The CONSULTANT shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

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

10. To the fullest extent permitted by law, the CONSULTANT and any entity or person for whom the CONSULTANT is legally liable, agrees to indemnify the City of Birmingham, its elected and appointed officials and employees against any and all claims, demands, suits, or loss, and for any damages which may be recovered against or from the CITY, its elected and appointed officials and employees 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 CONSULTANT including its employees and agents, in the performance of this Agreement. Consultant is not obligated to indemnify the City for that portion which is attributable to the City's own negligence.

The CITY agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the CITY'S contract with such contractors to indemnify the CONSULTANT for any liability incurred by the CONSULTANT as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the CONSULTANT.

11. The CONSULTANT shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance

shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The CONSULTANT shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: CONSULTANT shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability Insurance: CONSULTANT shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: The Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from CONSULTANT under this Section.
- E. Professional Liability Insurance: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than \$2,000,000 per claim if CONSULTANT will provide service that are customarily subject to this type of coverage.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Director of

Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;

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

12. 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 CONSULTANT, the CITY shall have the right to terminate this Agreement without further liability to the CONSULTANT if the disqualification has not been removed within thirty (30) days after the CITY has given the CONSULTANT 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.

13. The CONSULTANT and the CITY agree that the CONSULTANT is acting as an independent contractor with respect to the CONSULTANT'S role in providing services to the CITY pursuant to this Agreement, and as such, shall be liable for its own actions and neither the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

14. The CONSULTANT agrees that it will apply for and secure all permits and approvals as may be required from the CITY in accordance with the provisions of applicable laws and ordinances of the CITY, State of Michigan or federal agencies.

15. This Agreement 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 CONSULTANT. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this Agreement without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

16. The CITY shall be the owner of all the drawings, specifications or other documents prepared by the CONSULTANT. Any modifications made to the drawings by the CITY shall be clearly marked as such on the modified document. The CITY may not use these documents for any purpose other than pursuant to the activities provided for in this Agreement.

17. Notices shall be given to:

- a. City of Birmingham
c/o Ms. Lauren Wood
851 S. Eton Rd.
Birmingham, MI 48009

With copies to:

Mary M. Kucharek, City Attorney
Beier Howlett, P.C.
3001 W. Big Beaver Rd., Ste. #200
Troy, MI 48084

- b. Hydro Corp.
c/o Mr. Mark Martin
5700 Crooks Road, Suite #100
Troy, MI 48337

18. The CONSULTANT acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The CONSULTANT recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONSULTANT agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONSULTANT 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 CONSULTANT further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

19. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONSULTANT agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

20. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

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 have executed this Agreement on the day and year first above written.

WITNESS:

Chris Miller

HYDRO CORPORATION

By: [Signature]

Its: Senior Vice President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 4th day of May, 2021, before me personally appeared Paul Patterson who acknowledged that with authority on behalf of HYDRO CORP. to do so he/she signed this Agreement.

Karen Lynn Hanson

Notary Public

Oakland County, Michigan

Acting in Oakland County, Michigan

My commission expires: 7/11/25




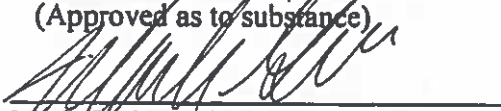
CITY OF BIRMINGHAM


By: _____
Pierre Boutros, Mayor

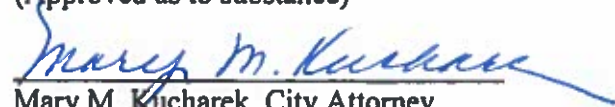
By: _____
Alexandria D. Bingham, Clerk

APPROVAL (Sec 2-289 City Code)


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


Mark Gerber, Director of Finance
(Approved as to financial obligation)


Lauren Wood, Director of Public Services
(Approved as to substance)


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

ATTACHMENT A

PROPOSAL

DEVELOPED FOR

Lauren Wood

City of Birmingham

851. S Eton Rd.

Birmingham, MI 48009

May 3, 2021

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses -- all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48098

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL



SCOPE OF WORK	3
PROFESSIONAL SERVICE AGREEMENT	4-10
QUALIFICATIONS	11



SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Birmingham. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Annually, perform a minimum of 145 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 1,381.00	Annual Amount: \$ 16,572.00	Contract Total: \$ 49,716.00
------------------------------------	------------------------------------	-------------------------------------

Contract Amount is based upon a 36-month period. HydroCorp will invoice in 36 equal amounts of \$ 1,381.00.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this DATE _____ by and between the City of Birmingham, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environmental Quality Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all EGLE regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of 435 inspections over a three – (3) year contract. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 1230 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on May 1st, 2021 and end three- (3) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of the original term (or renewal term), unless either party provides written notice of termination not less than sixty (60) days prior to the expiration of the initial term (or any such renewal term), this Agreement shall automatically renew for a one (1) year term Any increases in pricing for each of the renewal terms will be equal to the Consumer Price Index as measured in the Detroit-Warren-Dearborn area at the time of renewal or 4%, whichever is less.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$1,381.00 per month, \$16,572.00 annually, for a three-year contract total of \$49,716.00.** Completed inspections shall consist of all initial inspections, re-inspections and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both party's consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any



arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Birmingham
c/o Lauren Wood
851 S. Eton Rd.
Birmingham, MI 48009
(248) 417-7645

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Birmingham

By: _____

Title:

HydroCorp



By: Paul M. Patterson
Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2020

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 Brown & Brown of Detroit 35735 Mound Road Sterling Heights MI 48310		CONTACT NAME: Jennifer Hendrix PHONE (A/C, No, Ext): (586) 977-6300 FAX (A/C, No): (586) 977-6780 E-MAIL ADDRESS: jhendrix@bbdetroit.com	
INSURED Hydro Designs Inc. d/b/a HydroCorp HDI Florida, LLC 5700 Crooks Rd., Ste. 100 Troy MI 48098		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: The Ohio Casualty Insurance Company NAIC # 24074 INSURER C: Hiscox Insurance Company Inc. INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2012996767

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		BLS59181506	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS59181506	12/15/2020	12/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			USO59181506	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XWS59181506	12/15/2020	12/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			ANE1010955.20	12/15/2020	12/15/2021	Wrongful Act Limit 2,000,000 Aggregate Limit 2,000,000

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

The City of Birmingham MI, its elected and appointed officials, all employees are included as additional insureds for general liability per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham
151 Martin Street

Birmingham

MI 48012

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

AUTHORIZED REPRESENTATIVE



MEMORANDUM

Finance Department

DATE: April 30, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer
Kathryn Burrick, Senior Accountant

SUBJECT: 2020 Community Development Block Grant Program Year
Subrecipient Agreement.

INTRODUCTION:

On November 25, 2019, the City Commission approved an application for Community Development Block Grant (CDBG) funds from Oakland County for program year 2020 (July 1, 2020 to June 30, 2021). In order to receive those funds, the City is required to sign a Subrecipient Agreement with Oakland County.

BACKGROUND:

The purpose of the 2020 Program Year Subrecipient Agreement between the County of Oakland and the City of Birmingham is for the Subrecipient (City) to receive 100% federally funded CDBG monies from the Grantee (County).

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

Oakland County has obligated **\$36,377** of CDBG funding to the City of Birmingham for the 2020 Program Year. This is \$287 higher than what the City Commission originally approved on November 25, 2019, and is the result of additional funding that was made available to the County. The additional funds of \$287 were allocated as follows: Minor Home Repair \$287.

	Original	Revised	Change
Public Service Activity:			
Yard Services	\$ 7,327.00	\$ 7,327.00	\$ 0.00
Senior Services	3,500.00	3,500.00	0.00
Minor Home Repair:	<u>25,263.00</u>	<u>25,550.00</u>	<u>287.00</u>
TOTAL	<u>\$36,090.00</u>	<u>\$ 36,377.00</u>	<u>\$287.00</u>

Federal regulations require Oakland County as an urban county grantee to execute a Subrecipient Agreement with each participating community, which must be signed by the highest elected official in order to receive funds. The completed agreement is required to be submitted to Oakland County as soon as possible.

LEGAL REVIEW:

A legal review has been conducted on the Subrecipient Agreement with no issues identified.

FISCAL IMPACT:

The original allocation of funds was approved in the 2020-2021 budget. The budget should be amended for the additional funding.

SUMMARY:

It is suggested that the 2020 Program Year Subrecipient Agreement between the County of Oakland and the City of Birmingham be signed by the mayor and that the budget amendment increasing the funding for this program year be approved.

ATTACHMENTS:

1. 2020 Program Year Community Development Block Grant (CDBG) Subrecipient Agreement

SUGGESTED RESOLUTION:

To authorize the mayor to sign the 2020 Program Year Community Development Block Grant (CDBG) Subrecipient Agreement on behalf of the City and to approve the appropriations and amendment to the 2020-2021 CDBG Fund Budget as follows:

Revenues:

Intergovernmental Revenue 248-000.000-503.0000	\$287
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Expenditures:

Minor Home Repair 248-690.000-836.0300	\$287
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OAKLAND COUNTY EXECUTIVE, DAVID COULTER

Catalog of Federal Domestic Assistance (CFDA) #:14.218
Program: Community Development Block Grant/Entitlement
Federal Awarding Agency: U.S. Department of Housing & Urban Development (HUD)
Federal Award Identification Number (FAIN): B-20-UC-26-0002
Federal Award Date: 01/21/2021

Program Year 2020 Subrecipient Agreement between the County of Oakland and the

City of Birmingham

(herein called the "Subrecipient")

Data Universal Numbering System (DUNS) #: **074239450**

Total Amount of CDBG Funds Obligated to the Subrecipient: \$ **36,377.00**

IN WITNESS WHEREOF, the authorized representatives of the Grantee and the Subrecipient have signed this agreement below and agree to abide by all terms as set forth herein.

Subrecipient:

By:

Highest Elected Official or Authorized Designee Signature

Printed Name: Pierre Boutros, Mayor

Date:

County of Oakland:

By: 
David T Woodward (Apr 14, 2021 10:17 EDT)

David T. Woodward
Chair, Board of Commissioners Signature

Date: Apr 14, 2021

By: 
David Coulter (Apr 14, 2021 11:47 EDT)

David Coulter
County Executive Signature

Date: Apr 14, 2021

Oakland County Contract Information
Shane Bies, Manager
Oakland County Neighborhood & Housing Development
250 Elizabeth Lake Rd #1900
Pontiac, MI 48341-0414
248-858-5403 biess@oakgov.com

INTRODUCTION

This agreement is entered into by and between the County of Oakland, a Michigan constitutional corporation (herein called the "Grantee"), and the Subrecipient in accordance with Community Development Block Grant (CDBG) regulations at 24 CFR 570.501 and 570.503 and the terms of the Cooperative Agreement previously executed by the Grantee and Subrecipient effective for Program Years (PY) 2018 through 2020. The objective of CDBG is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income. The Grantee is designated as an Urban County entitlement community and has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383. As an entitlement community the Grantee has received CDBG funds totaling \$5,382,784 for the program year (PY) 2020 period beginning July 1, 2020 and ending June 30, 2021. Attachment 1 is a copy of the U.S. Department of Housing and Urban Development (HUD) Funding Approval/Agreement, which is part of this Agreement through reference. The Grantee has the right and authority under said CDBG Program to allocate a portion of its funds to the Subrecipient for purposes of administering eligible activities. It is the purpose and intent of this Subrecipient Agreement to enable the Grantee to pass the responsibility to the Subrecipient to carry out the project(s) described in the CDBG application which was approved and funded by the Grantee as the grant. CDBG funding will not be used for Research and Development. The following statements and provisions are acknowledged and agreed upon by and between the parties.

I. TIME PERIOD

This agreement shall go into effect on the day that CDBG funds are accepted by the Oakland County Board of Commissioners and released by letter to the Subrecipient for expenditure and will remain in effect for a period of four years from the date Oakland County releases the final monthly Financial Report verifying all expenditures are complete, or (B) the community terminates participation in the CDBG program at the end of a given three-year cooperative agreement period and the four-year record retention period has expired as specified in Section IV of this agreement, or (C) at the expiration of any additional period specified in the body of this agreement, whichever is longer.

II. SUBRECIPIENT AWARD AND STATEMENT OF WORK

The total amount obligated is 100% federal funding. The Subrecipient Project Summary as contained in the Grantee approved CDBG application to the U.S. Department of Housing and Urban Development (HUD) and any changes to the project summary through Grantee approved reprogramming shall constitute the CDBG statement of work which is part of this Agreement through reference. The specific activities, scope of work, national objective identifications, eligibility determinations, levels of accomplishment, project schedule and goals and performance measures are specified in the Subrecipient Project Summary as Attachment 2. The Subrecipient shall assign and maintain personnel to administer CDBG activities and expend funds. The Grantee shall monitor the performance of the Subrecipient against CDBG goals and performance standards and federal CDBG regulations.

III. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the following:

1. 24 CFR Part 570, U.S. Housing and Urban Development Regulations for CDBG, including Subpart K of these regulations, except that (a) the Subrecipient does not assume the Grantee's environmental responsibilities described at 24 CFR 570.604, and (b) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52;
2. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

3. all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

B. System of Award Management Registration

The Subrecipient agrees to register and maintain active status in the System of Award Management (SAM) or with a successor government-wide system officially designated by the Office of Management and Budget until the closeout of this CDBG award in accordance with 2 CFR Part 25, Appendix A. The Subrecipient agrees to authorize their entity's information to be displayed in SAM's (or successor system's) Public Search.

C. Relationship of Grantee and Subrecipient

For purposes of this agreement, the relationship of the Subrecipient to the Grantee shall be that of two independent governmental entities. No partnership, association, or joint enterprise shall arise between the parties hereto as a result of any provision of this agreement except as specified in the most current three-year Cooperative Agreement, as renewed, already executed between the Subrecipient and the Grantee, nor shall any provision herein be construed as making an employee of the Subrecipient an agent or employee of the Grantee. The Subrecipient Agreement is subject to the terms and conditions of the Grant Agreements as approved by the Oakland County Board of Commissioners by resolution on file with the Oakland County Clerk. If the Grantee's original Grant Agreement from HUD is amended, copies of the amendment(s) will be provided to the Subrecipient.

D. Responsibility

The Subrecipient shall be responsible to the Grantee, its officials, volunteers, boards, commissions, and agents against any and all expense and liability arising from any act, omission, or negligence of the Subrecipient.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

G. Notification of Legal Action

The Subrecipient shall notify the Grantee, through the Manager of Neighborhood & Housing Development, in writing, of its intent to pursue a claim against the Grantee for breach of any of the terms of this Agreement. No suit may be commenced by the Subrecipient for breach of this contract prior to the expiration of ninety days from the date of such notification. Within this ninety-day period, the Subrecipient, at the request of the Grantee, must meet with an appointed representative of the Grantee for purposes of attempting to resolve the dispute.

H. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by the Grantee. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as a part of this Agreement, such modifications will be incorporated only by written amendment through the Grantee's Reprogramming Process.

I. Suspension or Termination

1. Remedies for Noncompliance

If the Subrecipient fails to comply with federal statutes, regulations or the terms and conditions of this Agreement, the Grantee may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the Grantee determines that noncompliance cannot be remedied by imposing additional conditions, the Grantee may take one or more of the following actions, as appropriate in the circumstances:

- (a) temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Grantee;
- (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) wholly or partly suspend or terminate the Agreement;
- (d) recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- (e) withhold further funds for the project or program;
- (f) take other remedies that may be legally available.

2. Termination

This Agreement may be terminated in whole or in part as follows:

- (a) by the Grantee, if the Subrecipient fails to comply with the terms and conditions of this Agreement;
- (b) by the Grantee for cause;
- (c) by the Grantee with the consent of the Subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- (d) by the Subrecipient upon sending to the Grantee written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the sub award will not accomplish the purpose for which this Agreement was made, the Grantee may terminate the Agreement in its entirety.

The Grantee must provide to the Subrecipient a notice of termination. Written suspension or notice of termination will be sent to the Subrecipient's business address. If this Agreement or the three-year Cooperative Agreement is terminated or partially terminated, both the Grantee and the Subrecipient remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

IV. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

2. Audit Requirements

The Subrecipient agrees to comply with 2 CFR Part 200.501 Audit Requirements. Any deficiencies noted in audit reports shall be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with any audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Any disallowed CDBG costs identified in an audit that requires a pay back to the federal government or the Grantee shall be the sole responsibility of the Subrecipient and be repaid by the Subrecipient using funds other than federal CDBG funds or any other Grantee resources.

3. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200. These principles will be applied for all costs incurred.

B. Record Retention and Access

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) records providing a full description of each activity undertaken;
- (b) records demonstrating each activity undertaken meets a national objective of the CDBG program;
- (c) records required to determine the eligibility of activities;
- (d) records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (e) records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (f) financial records as required by 24 CFR 570.502 and 2 CFR 200.333;
- (g) other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention Requirements for Records

Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to this Agreement must be retained for a period of four years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Grantee, except that:

- (a) The retention period for individual CDBG activities shall be the longer of 4 years after the expiration or termination of this Agreement, or 4 years after the submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time;
- (b) Records for individual activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) or change of use provisions at 24 CFR 570.505 must be maintained for as long as those provisions continue to apply to the activity;
- (c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

If any litigation, claim, or audit is started before the expiration of the 4-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for 4 years after final disposition.

3. Methods for collection, transmission and storage of information

The Subrecipient should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with 2 CFR 200.335 - Methods for collection, transmission and storage of information.

4. Access to Records

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Grantee, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Agreement, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access to the Subrecipient's records is not limited to the required retention period but last as long as the records are retained. The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to complete program monitoring and to meet the requirements in 2 CFR 200.331, 200.300 - 200.309, and Subpart F of 2 CFR Part 200.

5. Restriction on Public Access to Records

CDBG records are public to the extent allowed by State and Federal Freedom of Information Act laws. Client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities for services provided under this Agreement, is prohibited unless written consent is obtained from such client or guardian.

C. Reporting and Payment Procedures**1. Program Income**

The Subrecipient will report annual program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements sets forth at 24 CFR 570.504. At the end of the program year, the Subrecipient will remit to the Grantee any and all CDBG program income generated during the program year. The Grantee shall re-issue these funds to the Subrecipient as an addition to its next formula allocation or under a separate release of funds process as mutually agreed by the Subrecipient and the Grantee, unless the Grantee, for good cause, shall in writing inform the Subrecipient that it shall not have the program income returned and the reasons why it shall not be returned.

2. Payment

This Agreement is reimbursement only. The Grantee shall pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed the total grant amount delineated in the Subrecipient's Project Summary. Drawdowns for the payments of eligible expenses shall be reimbursed to the Subrecipient against line item budgets specified in the Project Summary and in compliance with supporting financial and performance documentation required by the Grantee. Costs must be reasonable and necessary. The Grantee shall not assume any responsibility or liability to pay or ineligible or disallowed obligations, commitments or costs incurred by the Subrecipient during the duration of this Agreement or prior to the full execution of this Agreement. Any ineligible CDBG obligations or disallowed costs incurred by the Subrecipient shall be the sole responsibility of the Subrecipient.

Any disallowed or ineligible CDBG costs, contractual obligations or expenditures under this Agreement identified by the Grantee, Auditor, HUD or other responsible entity shall be paid by the Subrecipient to the contractor directly or repaid to the Grantee using Subrecipient cash resources other than CDBG or any other federal funds.

3. Progress and Performance Reports and Monitoring

The Subrecipient shall report on its progress or performance to the Grantee in the form, content and frequency as required by the Grantee. The Grantee shall monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Grantee shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures shall be initiated.

D. Procurement

The Subrecipient shall comply with 2 CFR 200 and 24 CFR Part 85.36 or more restrictive local procurement policies concerning the purchase of goods and services with CDBG funds to facilitate fair and open competition. The Subrecipient shall maintain inventory records for equipment purchases (\$5,000 or more) and real property acquisition (\$25,000 or more). All persons, agencies, suppliers, organizations, etc. hired by the Subrecipient to carry out activities funded in whole or in part with CDBG funds are contractors, not subrecipients or subgrantees. All procurement and other requirements as they relate to contractors apply. The Subrecipient must have written agreements with all contractors. The Subrecipient may not subgrant CDBG funds to any person or non-profit or private for-profit organization or agency.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with

the requirements of 2 CFR 200.311, 200.313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
2. Real property under the Subrecipient's control that was acquired or improved in whole or in part with funds under this Agreement in excess of \$25,000.00 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after this Agreement is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this five-year period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period;
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that CDBG funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee or (b) shall be retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

F. Closeout

1. Closeout

The Grantee shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by the Subrecipient. The Subrecipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of this Agreement. The Grantee may approve extensions when requested by the Subrecipient. Unless the Grantee authorizes an extension, the Subrecipient must liquidate all obligations incurred under this Agreement not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of this Agreement. The Grantee must make prompt payments to the Subrecipient for allowable reimbursable costs under this Agreement being closed out. The Subrecipient must promptly refund any balances of unobligated cash that the Grantee paid in advance or paid and that are not authorized to be retained by the Subrecipient for use in other projects.

See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. Consistent with the terms and conditions of the Federal award, the Grantee must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received. The Subrecipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §200.310 Insurance coverage through §200.316 Property trust relationship and §200.329 Reporting on real property. The Grantee should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.

2. Post-closeout Adjustments and Continuing Responsibilities

The closeout of this Agreement does not affect any of the following:

- (a) The right of the Grantee to disallow costs and recover funds on the basis of a later audit or other review. The Grantee must make any cost disallowance determination and notify the Subrecipient within the record retention period;
- (b) The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions;

- (c) Audit requirements in Subpart F—Audit Requirements of this part;
- (d) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this part, §200.310 Insurance Coverage through §200.316 Property trust relationship;
- (e) Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

V. OTHER PROGRAM REQUIREMENTS

The Subrecipient shall carry out its CDBG activities in a manner consistent with the requirements contained in the three-year Cooperation Agreement between the Grantee and the Subrecipient, as renewed, with the applicable statutes and regulations governing the Consolidated and Annual Action Plans as authorized by the Oakland County Board of Commissioners, and under Subpart K of the CDBG regulations at 24 CFR Part 570, with the exception of the CDBG environmental review responsibilities, which shall be borne by the Grantee using information and/or reports provided by the Subrecipient in accordance with the CDBG environmental review process. CDBG compliance requirements address: affirmatively furthering fair housing, excessive force, drug free workplace, civil rights laws; non-discrimination in providing services, employment and contracting opportunities; affirmative action; prohibited political, religious and lobbying activities; and conflict of interest, copyright and labor standards.

VI. CONFLICTS OF INTEREST

A. Procurement of Supplies, Equipment, Construction, and Services

In the procurement of supplies, equipment, construction, and services by the Subrecipient, the Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this Agreement if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

B. Acquisition and Disposition of Real Property

1. Applicability

In all cases not governed by paragraph A of this section, including the acquisition and disposition of real property and the provision of assistance by the Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703(i)).

2. Persons Covered

The conflict of interest provisions of paragraph 3 of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient that are receiving funds under this Agreement.

3. Conflicts Prohibited

The general rule is that no persons described in paragraph 2 of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under

this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.



MEMORANDUM

Finance Department

DATE: April 30, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer
Kathryn Burrick, Senior Accountant

SUBJECT: Amendment to 2018-2019 Public Service Contract

INTRODUCTION:

Staff is recommending an extension of the 2018-2019 Public Service Contract with NEXT in order to expend the remaining CDBG funds for that program year.

BACKGROUND:

The City previously entered into an agreement with NEXT for the 2018-2019 Community Development Block Grant (CDBG) program year. Under the CDBG program, the contract provides for Yard Services, Senior Outreach Services, and Minor Home Repair to resident homeowners administered by NEXT for the City.

At this time, there is an unexpended balance of \$732.00 in Community Development Block Grant Funds for Minor Home Repair. In order to provide for continued expenditures of these funds, the Department of Community and Economic Development at Oakland County has advised the City that our current contract with NEXT which expired on June 30, 2020 must be extended.

LEGAL REVIEW:

Legal has reviewed and approved the contract amendment

FISCAL IMPACT:

Extending the contract will allow the City to spend the remaining CDBG funds.

ATTACHMENTS:

- Amendment to the 2018-2019 Public Service Contract

SUMMARY:

It is recommended that the City Commission approve the amendment to extend the contract with NEXT through June 30, 2021.

SUGGESTED RESOLUTION:

To approve an extension of the public services and minor home repair contract with NEXT for the purpose of expending remaining program year 2018-2019 Community Development Block Grant funds for the Minor Home Repair Program administered by NEXT through June 30, 2021; and further, to authorize the Mayor to sign the amendment on behalf of the City.

ADDENDUM TO COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
FOR YARD SERVICES, SENIOR OUTREACH SERVICES AND
MINOR HOME REPAIR SERVICES
FOR PROGRAM YEAR 2018-2019

THIS AGREEMENT, made as of this ____ day of _____, 2021, by and between the City of Birmingham and NEXT provides as follows:

WHEREAS, the City and NEXT entered into a Yard Services and Senior Outreach Services on January 14, 2019 for the Community Development Block Grant program year 2018-2019 to provide for Yard Services and Senior Outreach Services to resident homeowners of the City of Birmingham;

WHEREAS, the City and NEXT desire to include Minor Home Repair Services in the amount of \$2,335 to this Contract through December 31, 2019.

WHEREAS, the City and NEXT desire to extend this Contract through June 30, 2020 for purposes of expending remaining 2018-2019 Community Development Block Grant Funds.

WHEREAS, the City and NEXT desire to extend this Contract through June 30, 2021 for purposes of expending remaining 2018-2019 Community Development Block Grant Funds.

NOW, THEREFORE for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. The parties agree to further extend the Contract until June 30, 2021.
2. All other terms of the original and amended contract that do not conflict with this Agreement shall remain in full force and in effect throughout the term of this extension.

CITY OF BIRMINGHAM

Pierre Boutros, Mayor

Date

NEXT



Cris Braun, Executive Director



Date



MEMORANDUM

Finance Department

DATE: April 30, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer
Kathryn Burrick, Senior Accountant

SUBJECT: Amendment to 2019-2020 Public Service Contract

INTRODUCTION:

Staff is recommending an extension of the 2019-2020 Public Service Contract with NEXT in order to expend the remaining CDBG funds for that program year.

BACKGROUND:

The City previously entered into an agreement with NEXT for the 2019-2020 Community Development Block Grant (CDBG) program year. Under the CDBG program, the contract provides for Yard Services and Senior Outreach Services to resident homeowners administered by NEXT for the City.

At this time, there is an unexpended balance of \$857.00 in Community Development Block Grant Funds for Yard Services. In order to provide for continued expenditures of these funds, the Department of Community and Economic Development at Oakland County has advised the City that our current contract with NEXT which expired on December 31, 2020 must be extended.

LEGAL REVIEW:

Legal has reviewed and approved the contract amendment

FISCAL IMPACT:

Extending the contract will allow the City to spend the remaining CDBG funds.

ATTACHMENTS:

- Amendment to the 2019-2020 Public Service Contract

SUMMARY:

It is recommended that the City Commission approve the amendment to extend the contract with NEXT through June 30, 2021.

SUGGESTED RESOLUTION:

To approve an extension of the public services contract with NEXT for the purpose of expending remaining program year 2019-2020 Community Development Block Grant funds for the Minor Home Repair Program administered by NEXT through June 30, 2021; and further, to authorize the Mayor to sign the amendment on behalf of the City.

ADDENDUM TO COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
FOR YARD SERVICES AND SENIOR OUTREACH SERVICES
FOR PROGRAM YEAR 2019-2020

THIS AGREEMENT, made as of this ____ day of _____, 2021, by and between the City of Birmingham and NEXT provides as follows:

WHEREAS, the City and NEXT entered into a Yard Services and Senior Outreach Public Service Contract on February 10, 2020 for the Community Development Block Grant program year 2019-2020 to provide for Yard Services and Senior Outreach Services to resident homeowners of the City of Birmingham;

WHEREAS, the Contract provided that NEXT would administer these services for the City until December 31, 2020 in the funding amounts as follows: \$7,327 for yard services and \$3,500 for senior services.

WHEREAS, the City and NEXT desire to extend this Contract through June 30, 2021 for purposes of expending remaining 2019-2020 Community Development Block Grant Funds.

NOW, THEREFORE for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. The parties agree to further extend the Contract until June 30, 2021.
2. All other terms of the original and amended contract that do not conflict with this Agreement shall remain in full force and in effect throughout the term of this extension.

CITY OF BIRMINGHAM

Pierre Boutros, Mayor

Date

NEXT



Cris Braun, Executive Director

4/29/2021
Date



MEMORANDUM

Planning Division

DATE: May 3, 2021

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: 1390 Northlawn – Historic Designation request

The owner of the house located at 1390 Northlawn, Mr. Jeremy Ball, has requested that the City Commission consider designating the house as a local historic resource within the city of Birmingham. The house was built in 1951 and designed by the renowned local architect Wallace Frost. The history of Wallace Frost architecture in Birmingham is well documented, along with his background, associations, style, and other buildings he designed outside of Birmingham. Information on Wallace Frost is attached to this report for your review.

In regards to 1390 Northlawn specifically, the applicant and his family have provided supplementary information that they have collected on the home, which is also attached for your review. In addition, the Bentley Historical Library at the University of Michigan houses a collection of Wallace Frost Papers, which includes the blueprints for 1390 Northlawn that are accessible to the City. The history of the home and architect, and the extensive documentation of the house down to the blueprints make this an excellent candidate for local historic designation.

The process for designating a property or structure as historic is outlined in Chapter 127 of the City Code. Section 127-5 (Establishing additional, modifying, or eliminating historic districts) states the following:

- (a) The city commission may at any time establish by ordinance additional historic districts, including proposed districts previously considered and rejected, may modify boundaries of an existing historic district, or may eliminate an existing historic district. Before establishing, modifying, or eliminating a historic district, the standing historic district study committee, as established in section 127-4, shall follow the procedures as stated in section 127-4. The committee shall consider any previously written committee reports pertinent to the proposed action.

The first step in the process towards considering historic designation of this property is for the City Commission to pass a resolution directly the Historic District Study Committee to commence with the creation of a study committee report as outlined in section 127-4 of the City Code.

When directed by a resolution passed by the city commission, the standing historic district study committee shall meet and do all of the following:

- 1) Conduct a photographic inventory of resources within each proposed historic district following procedures established by the state historic preservation office of the state historical center.
- 2) Conduct basic research of each proposed historic district and historic resources located within that district.
- 3) Determine the total number of historic and non-historic resources within a proposed historic district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the committee shall be guided by the criteria for evaluation issued by the United States secretary of the interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 CFR Part 60, and criteria established or approved by the state historic preservation office of the state historical center.
- 4) Prepare a preliminary historic district study committee report that addresses at a minimum all of the following:
 - a. The charge of the committee.
 - b. The composition of committee membership.
 - c. The historic district(s) studied.
 - d. The boundaries of each proposed historic district in writing and on maps.
 - e. The history of each proposed historic district.
 - f. The significance of each district as a whole, as well as the significance of sufficient number of its individual resources to fully represent the variety of resources found within the district, relative to the evaluation criteria.
- 5) Transmit copies of the preliminary report for review and recommendations to the city planning board, the state historic preservation office of the Michigan Historical Center, the Michigan Historical Commission, and the state historic preservation review board.
- 6) Make copies of the preliminary report available to the public pursuant to Section 399.203(4) of Public Act 169 of 1970, as amended.
- 7) Not less than 60 calendar days after the transmittal of the preliminary report, the historic district study committee shall hold a public hearing in compliance with Public Act 267 of 1976, as amended. Public notice of the time, date and place of the hearing shall be given in the manner required by Public Act 267. Written notice shall be mailed by first class mail not less than 14 calendar days prior to the hearing to the owners of properties within the proposed historic district, as listed on the most current tax rolls. The report shall be made available to the public in compliance with Public Act 442 of 1976, as amended.
- 8) After the date of the public hearing, the committee and the city commission have not more than one year, unless otherwise authorized by the city commission, to take the following actions:
 - a. The committee shall prepare and submit a final report with its recommendations and the recommendations, if any, of the city planning board and the historic district commission, to the city commission as to the establishment of a historic district(s). If the recommendation is to establish a historic district(s), the final report shall include a draft of the proposed ordinance(s).
 - b. After receiving a final report that recommends the establishment of a historic district(s), the city commission, at its discretion, may introduce and pass or reject an ordinance(s). If the city commission passes an ordinance(s) establishing one or more historic districts, the city shall file a copy of the ordinance(s), including a legal description of the property or properties located within the

historic district(s) with the register of deeds. The city commission shall not pass an ordinance establishing a contiguous historic district less than 60 days after a majority of the property owners within the proposed historic district, as listed on the tax rolls of the local unit, have approved the establishment of the historic district pursuant to a written petition.

- 9) A writing prepared, owned, used, in the possession of, or retained by a committee in the performance of an official function of the historic district commission should be made available to the public in compliance with Public Act 442 of 1976, as amended.

SUGGESTED RESOLUTION:

The City Commission APPROVES a resolution directing the Historic District Study Committee to prepare a study committee report as outlined in Chapter 127, Section 127-4 of the City Code.

**1390 NORTHLAWN
HISTORIC DESIGNATION REQUEST
MAY 10, 2021**

WHEREAS, JEREMY BALL, the owner of the Property located at 1390 NORTHLAWN has requested that his home be considered for Historic Designation within the City of Birmingham,

WHEREAS, The land for which the Historic designation is sought is located on the north side of Northlawn between Fairway Dr. and Latham St.,

WHEREAS, Section 127-5 of the City Code, Historic Districts, requires that the City Commission pass a resolution directing the Historic District Study Committee to prepare a Study Committee Report;

WHEREAS, The Birmingham City Commission has reviewed the request of the property owner and has found that a Study Committee Report to determine the historic merit of the home at 1390 NORTHLAWN is warranted;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission directs the Historic District Study Committee to prepare a Study Committee Report as outlined in section 127-4 of the City Code for the property located at 1390 NORTHLAWN.

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 May 10, 2021.

Alexandria Bingham, City Clerk

1390 Northlawn

Is the last home Wallace Frost built in Birmingham in 1951. The home closest resembles his own located at 404 Bonnie Briar built 10 years earlier in 1941. Both are examples of his California - International style of architecture that featured flat roofs, wide chimneys, brick patterns, multiple windows and concrete block exteriors painted white. The home was built for my parents J. T. and Alice Ball and is the home I grew up in with my two older brothers Kary and Tom.

Where the homes really differ is the setting with 1390 semi sunken into a hilltop overlooking the Rouge River. Frost used cantilevered roofs over every north facing room to showcase the nature spectacle of the Rouge River habitat- the trees, daily atmosphere, wildlife and sunsets. The screened in double height porch was a special place for summer dinners on the picnic table. The boot closet was a source of fascination with its short doors along the basement stairs. The sun was so strong in the living room we had to pull heavy drapes over the windows. The foyer, living room and dining room were open plan. The kitchen was small but no bigger than it had to be which made it efficient. We used to have Charles Chips delivered in our milk chute and they would pick up the empty can the same way. The western sunsets flooded the bathroom and clerestory window in the living room with light. Along the western edge of the property are very tall mature pines and a beautiful birch that provide a handsome natural backdrop for the house. The casement windows with the cranks were fun and simple to use. You could shoot out the basement door and head right to the sandbox, raspberry patch or compost pile and then continue down my Dad's handmade stairs to the river – to the clubhouse maybe for an overnight stay with the sounds of the river just a few feet away then race back upstairs for all the comforts of home. The view out back to the Rouge always gave a constant expanse of unfolding nature that featured birds of all kinds, heron, woodpeckers, ducks, hawks, robin, blue jays, and goldfinch. It was a wilder setting for a Frost and he expanded his vocabulary of styles to suit his last project that included all the trademark styles but went further by putting more emphasis on radically shaped rooms with walls at acute angles and cantilevered roofs that emphasized views which is why he liked 1390 in the first place because of it's view from a hilltop to the Rouge. That is the essence of the house. Here are some of its remarkable features for its time:

- Elegant Arts & Crafts style with acute wall angles, double height ceilings and multiple sloped flat cantilevered roofs with a white concrete block exterior
- Dox Plank construction (1950's antiquated)
- 20 foot deep footings anchored in blue clay required to build as directed by Mr. Nichols at the Cranbrook Institute of Science. Cores drilled by Ralph E. Main city of Birmingham surveyor
- Living Room gas fired wood burning fireplace with off white stone block hearth
- Signature Brick design pattern on bedroom #3 to the left of front entrance
- Wide chimney with multiple flues with its own support beam in kitchen
- North Facing multi paned floor to ceiling curved window 12 x 21 feet overlooking the Rouge
- Open concept living room and dining room
- South facing Patio
- Large south facing front windows placed asymmetrically to front door to maximize light
- Small kitchen set against east side of chimney stack with walk thru and pass thru to dining area
- Attached 2 car garage with interior egress to both upper and basement floors
- Clerestory windows in master, bedroom #2 and bedroom #4 over garage and living room

- Screened in Porch with double height ceiling – has winterized panels for winter option
- River views from every North side room, porch, living room, bedroom #2 and master bedroom
- Cantilevered roofs
- Cantilevered master bedroom with 45 degree angled struts affixed to rear exterior for support
- Curved brick wall detail that leads to east side sidewalk
- Globe style Slage doorknobs and locks (seen in other Frost homes)
- Basement recreation room with door to rural back yard and hilltop river view
- Sloped 2 car width driveway with hedge, rock wall border and trench drain
- Pine views from master bathroom with extra tall shower stall & separate bath
- No additions have been made
- Rouge River access, Fairway Public Park South access, Northlawn Bridge access
- Former site of Desnoyers Mill 1826 – 1836 when Michigan was still a territory
- Casement windows throughout

Fifties early automation (gravity based) conveniences incorporated into the house:

- *Milk chute* with front patio access to kitchen
- *Sweep through* for sweeping scraps from kitchen to basement utility room
- *Tin can hole* – a hole at the left of kitchen sink to the garage – an early form of recycling
- *Clothes chute* – a gravity drop from the first floor bedrooms to the basement laundry area

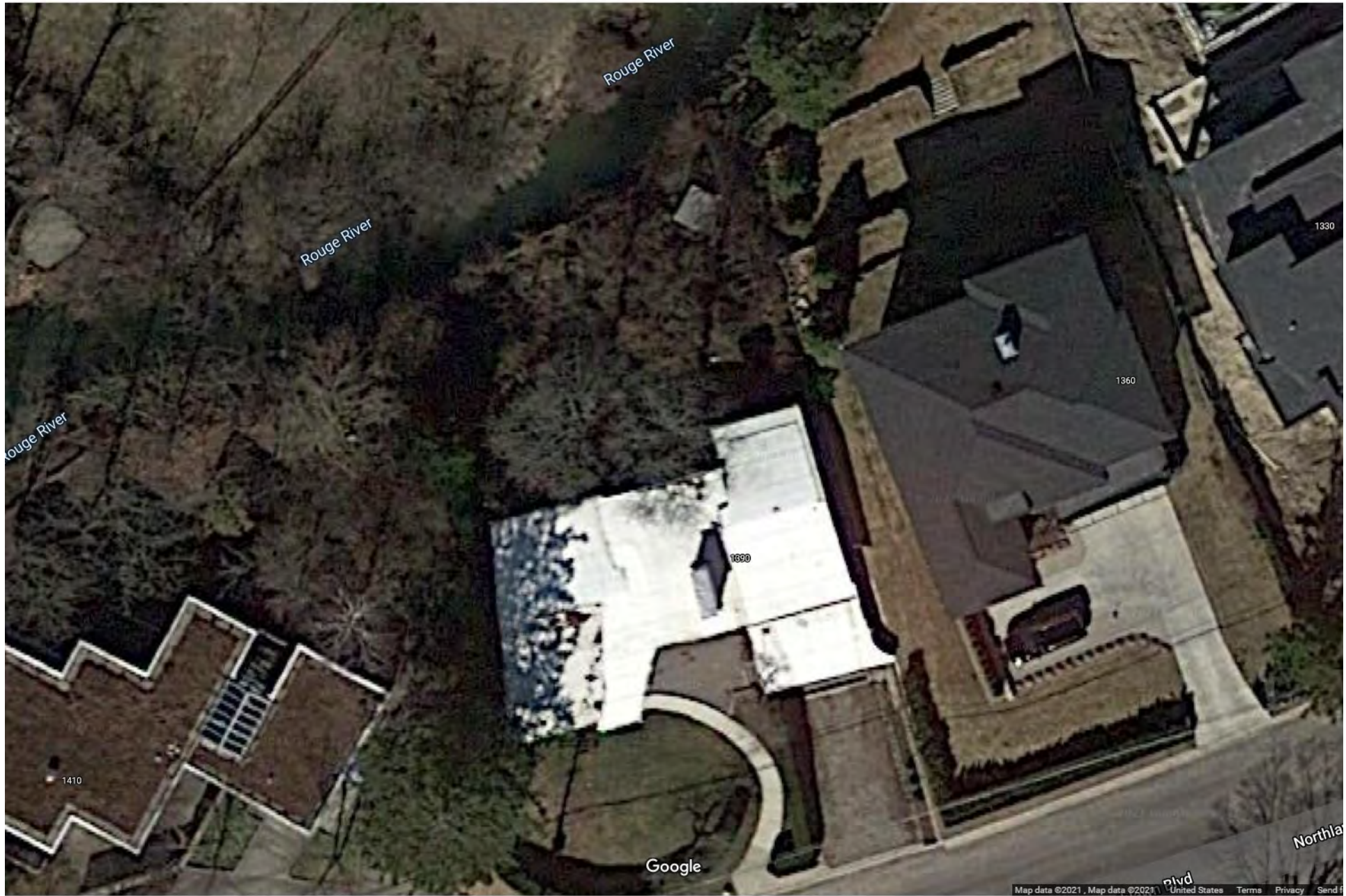
In 1991, the City Commission asked the Historic District and Design Review Commission to report on the architectural contributions of Wallace Frost in Birmingham and this study attributed 44 houses to the American Architect. Today in 2021, 30 years later, only 16 Wallace Frost houses remain standing in the city of Birmingham. That is 28 homes gone, almost the loss of one per year every year for 30 years. With the overzealous building that is going on in Birmingham, and real life example of our former neighbors house across the street at 1385 Northlawn who had a Le Corbusier inspired contemporary only to see it torn down by builders and replaced by two sideways situated supersized colonials, I am reaching out to the city of Birmingham for assistance to help landmark our property. My grandfather, T. M. Ball also had a Wallace Frost located at 1099 Orchard Ridge Road but it was torn down after the property changed hands. We are hoping to avoid that fate if our property goes on the market and would not want it sold without a landmark designation in place. I did inquire with several preservation organizations before contacting the city of Birmingham and I received a reply from the National Park Service regarding the requirements to submit an application to nominate 1390 Northlawn as a National Historic Landmark. After reading through the criteria it seems appropriate that all remaining 16 Wallace Frost homes be nominated as one body of work and this could help Wallace Frost achieve National recognition for his achievements and could help to broaden his impact on future generations of architects. A multiple NHL designation could be a great way to put him on equal footing with Albert Kahn, Eliel and Eero Saarinen as well as other Michigan architects who are already associated with properties that have received NHL designation.

I think it is time to do a study to confirm the number of Wallace Frost homes left in Birmingham, to enumerate them within their style with regard to pre and post California types in order to better understand the full scope of his homebuilding aesthetic. Because there are so few, perhaps his homes in Bloomfield Hills should be included in the study.

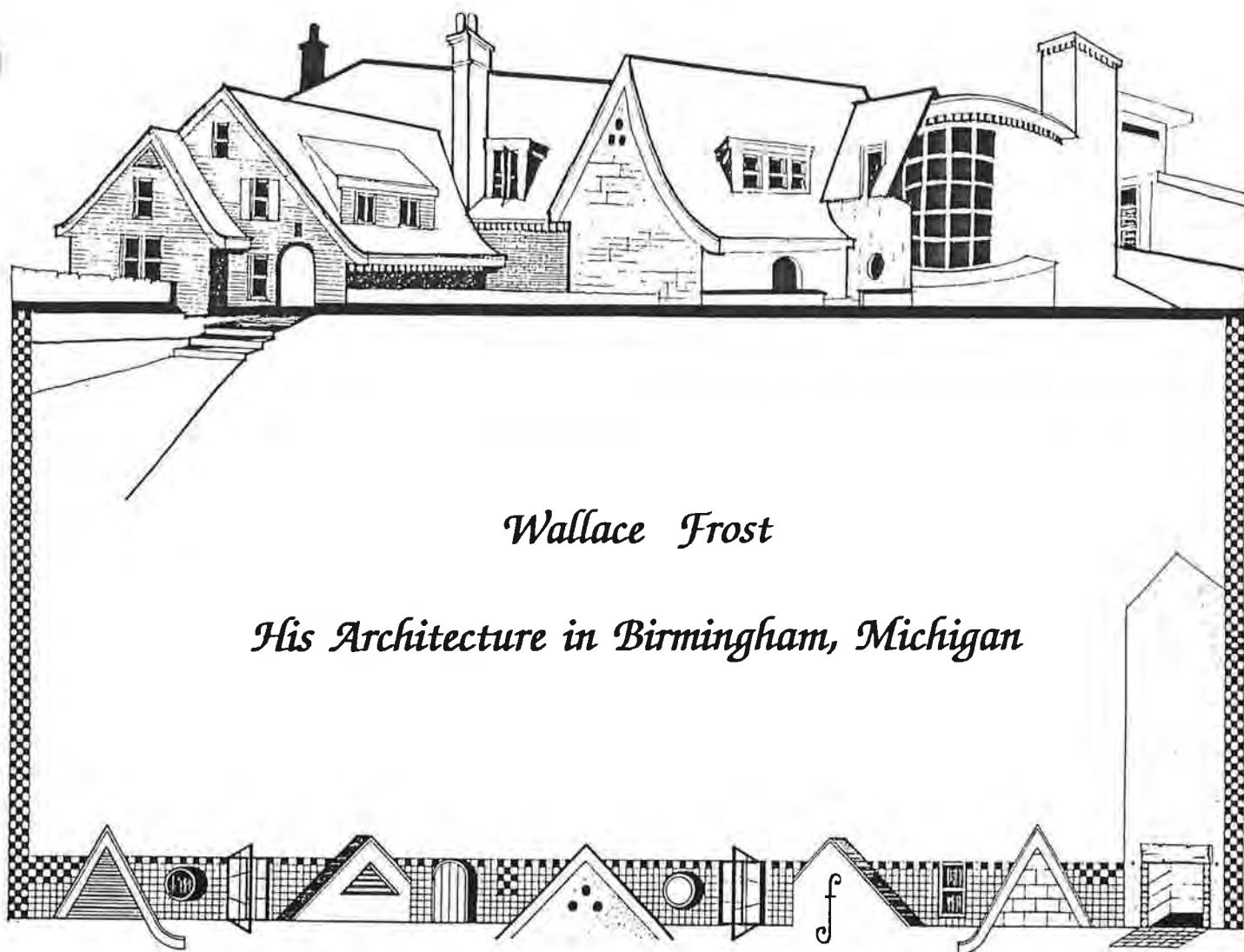
Thank you for considering 1390 Northlawn for landmark designation. Shirley Ball

1390 Northlawn









Wallace Frost

His Architecture in Birmingham, Michigan

*Historic District and Design Review Commission
August, 1992*

BIRMINGHAM HISTORIC DISTRICT AND DESIGN REVIEW COMMISSION

Keith W. Deyer, Chairman

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Eugene J. Gordon

Glenda L. Meads

**Laura B. Cassel
Vice-Chairperson**

Marcia R. Rowbottom

Patricia McCullough, City Planner

Kathleen Bartoluzzi, Assistant Planner

Linda Rowat, Secretary

August 1992

PURPOSE STATEMENT

This report is the culmination of a study of the American architect, Wallace Frost, and the homes he designed in Birmingham from 1921 to 1967. In 1991, the City Commission asked the Historic District and Design Review Commission to report on the architectural contributions of Wallace Frost in Birmingham.

In the past year and a half, we have researched the City's assessment records, read old articles from the Eccentric and other periodicals, talked with residents, and drew from the architectural expertise of two former residents who are considered to be local Frost experts. While our efforts have not resulted in the discovery of every bit of information about each of the structures, we have found worthwhile historic and architectural reasons for believing that the buildings and homes in our report are worthwhile of being acknowledged as a significant part of Birmingham's architectural history and charm.

Frost's unique style of architectural design has contributed to Birmingham's small town feeling and character which has been created by the blending of old and new architecture. Frost's designs have been admired by both residents and visitors. Birmingham has had good fortune to be an economically thriving community, but current development pressures have also served to effect its residential resources.

It is our hope that the following report will provide the City Commission and the community with the background history and information necessary to recognize the architectural contributions of Wallace Frost in Birmingham.

REPORT INDEX

PAGE

1 - 5	THE ARCHITECT'S BACKGROUND
6	THE ARCHITECT'S STYLE
7 - 10	WALLACE FROST DESIGNS IN BIRMINGHAM
11	INDEX OF FROST DESIGNED HOMES IN BIRMINGHAM
12 - 34	PHOTOGRAPHS
35	BACKGROUND INFORMATION SOURCES
36 - 60	ARTICLES ON WALLACE FROST

THE ARCHITECT'S BACKGROUND

As a young man, Wallace Frost studied architecture at the University of Pennsylvania from 1911 to 1915 where he took great interest in French architecture. At the university, Frost studied under Paul Cret, a professor of architecture who taught his native French architecture and design. Frost's architectural education ended abruptly when Cret was called back to France in 1915 to serve in the war. Disappointed, Frost withdrew from the university.

During World War I, Frost was an architect for the Air Force and was stationed at Langley Air Force Base in Washington D.C. During his military service, he met Albert Kahn who was a government consultant at the time. After the war, Frost went to work for Kahn in Detroit. Kahn built a reputation for his innovative factory designs that emphasized streamlined and simplified architecture that was functional as well as aesthetically pleasing to the eye. This was achieved at the Ford Highland Park Plant. This type of design was a clear departure from Frost's interest in proportion of design, harmony of materials, and romantic renaissance beauty found in residential designs. Frost worked with Kahn from 1919 to 1925 on such projects as the General Motors Building and the Edsel Ford Mansion in Grosse Point Farms. Inspired by his visit to the English Cotswald Country with Kahn, Edsel Ford commissioned Kahn's architectural firm in 1925 which permitted Frost to travel to Europe on several occasions from 1925 to 1931. During this same time period, Frost was designing residential homes with some locations in Birmingham. Frost and his family moved to Italy until 1932 before returning to the Detroit area.

After a year, Frost moved to California in 1933 to design residential homes. During the 1930's, Californian architecture was experimenting with the modern flat roofed International style. A few years later, Frost returned to Birmingham to settle with his family and to re-establish his architecture practice. He combined his house designs of the early forties with the English Country style and the flat roofed International style he experienced in California. This resulted in modern homes with some decorative detail reminiscent of his earlier house designs.

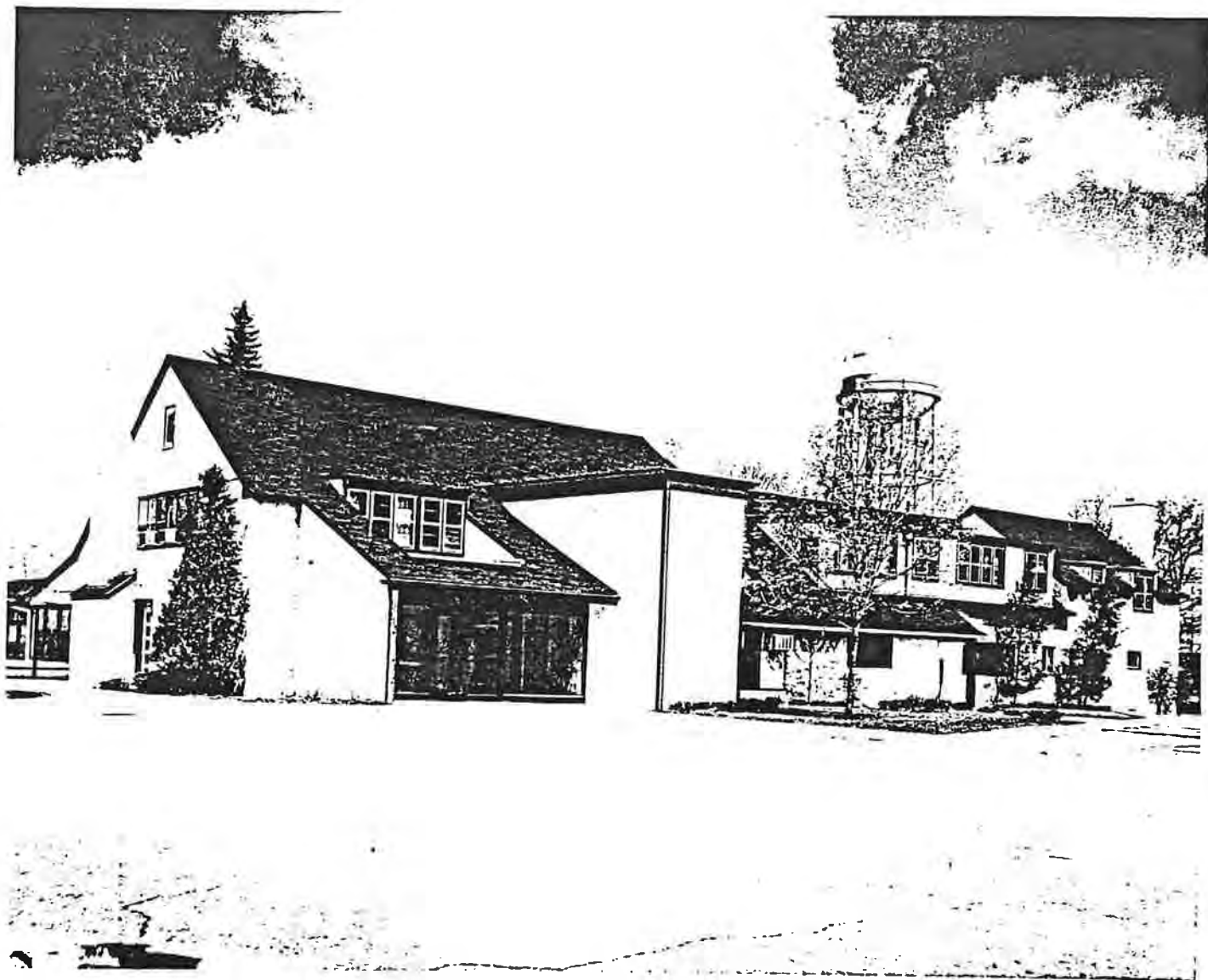
In 1957, while in Birmingham, Frost was commissioned to prepare design plans for Mr. and Mrs. Sober of Lansing. The 10,300 square foot residence provided for spacious living areas. The house was designed and fashioned to facilitate entertaining with large gathering spaces. The operational activities of the house, such as the kitchen, service areas, and servants quarters, were specifically designed to be concealed from the residence. In 1967, the Sobers donated the house to the State of Michigan for the use as the governor's residence.

Frost included a common theme in all of his post-Californian designs which draws the outdoors into the home with the use of large windows, patios and other similar design elements.

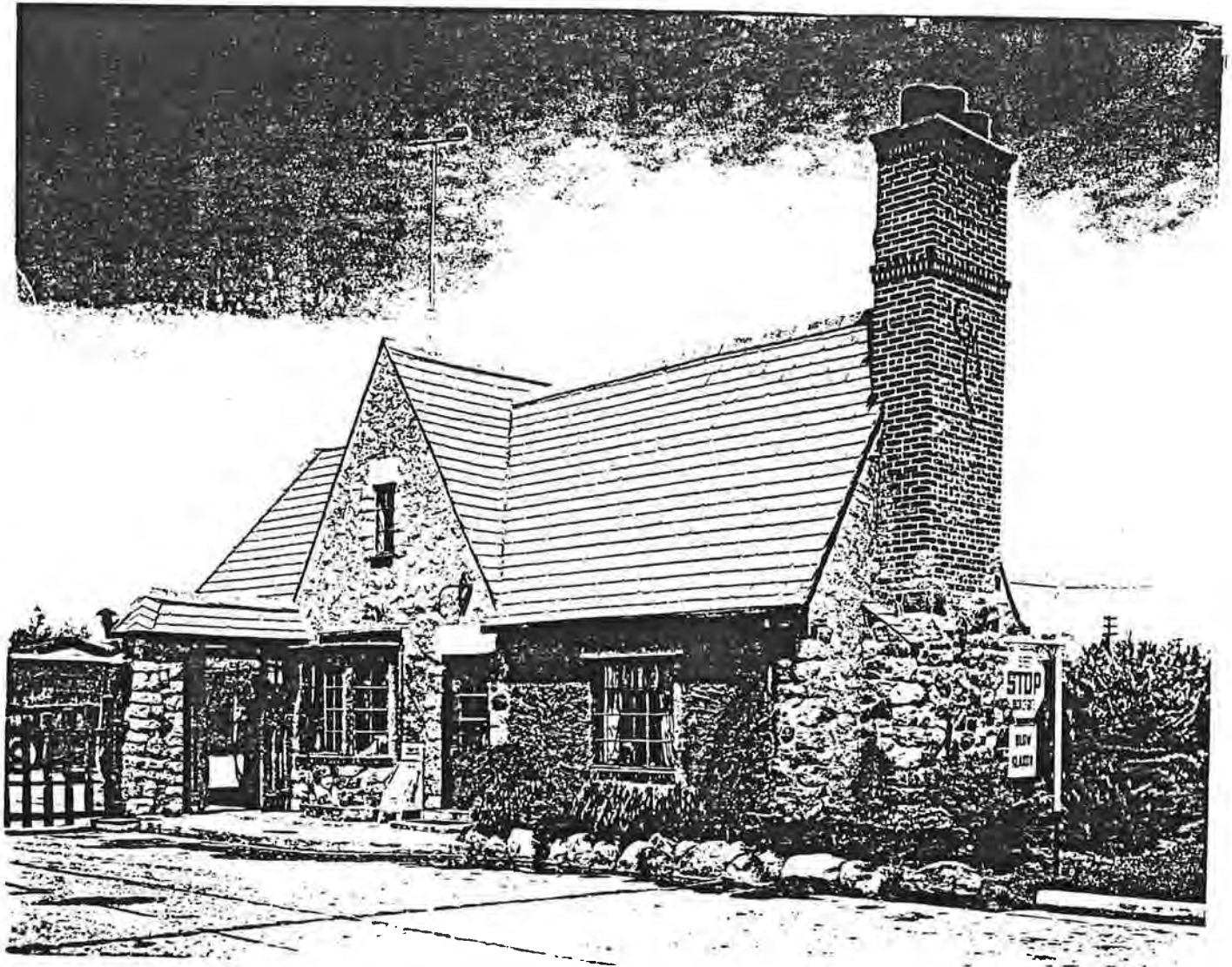
Frost also designed the following more notable accomplishments: the Bowen House in Grosse Point, the cafeteria, gate house, housing facility, and dormitories at the General Motors Proving Grounds in Milford, and the Thom residence, "Lake End," in the Bloomfield Hills.

Through interviews with family members and prior associates, it has come to be known that Wallace Frost had a few interesting qualities and practices. Wallace Frost did not drive. His wife, Grace, drove him to all of his construction sites in order to supervise construction. Due to economic and time constraints at the time, when on a construction site, Frost often drew specific design features for the home on the construction drawings as construction was under way around him. Fortunately, Frost was ambidextrous and had the capability of sketching details with both hands at the same time. Frost continued to design homes in his Birmingham home at 404 Bonnie Brier until his death in 1962.





**Cafeteria
General Motors Proving Grounds
Milford, Michigan**



Gate House
General Motors Proving Grounds
Milford, Michigan



**Housing Facility
General Motors Proving Grounds
Milford, Michigan**

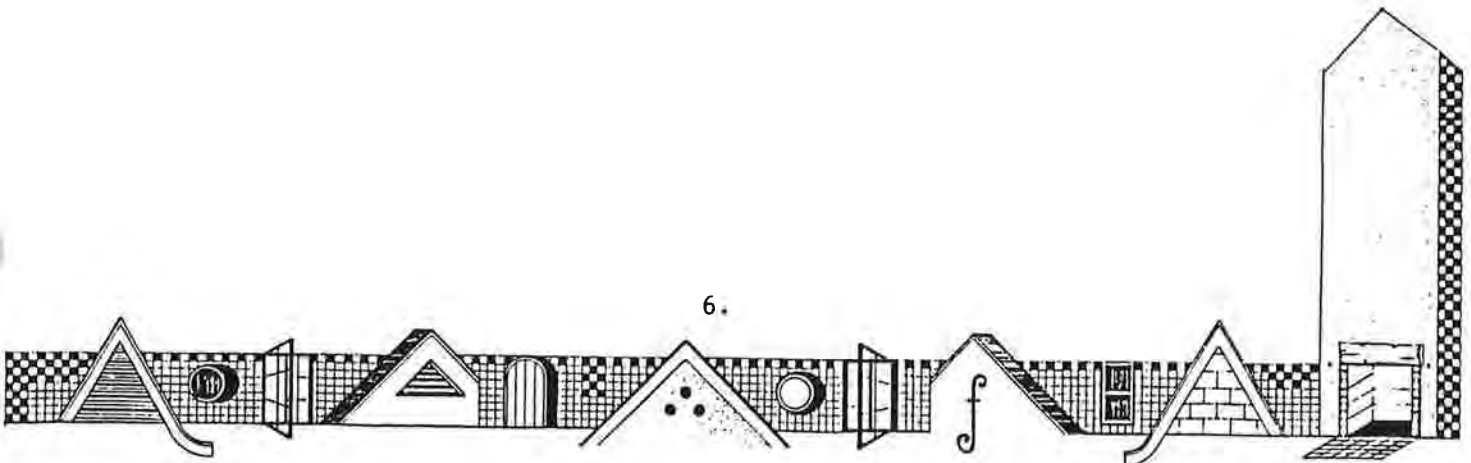
THE ARCHITECT'S STYLE

With his appreciation of French architecture, and his experience with Kahn's English designs, Frost has incorporated numerous design elements that have become a trademark in his home designs. The following architectural design concepts were common in Frost homes prior to the 1930's.

- * numerous windows
- * varied roof lines
- * high ceilings
- * interesting design of room space
- * several fireplaces
- * asymmetrical exterior appearance of window placement to functionally use natural light in the interior
- * custom designed light fixtures
- * innovative use of a variety of building materials, like plaster, wood siding, brick, limestone, and concrete block
- * use of natural colored materials
- * multiple chimneys which are not functional including several chimney flues
- * multiple pane windows
- * attached garages
- * interior archways
- * limestone around windows and doors
- * elongated windows
- * second floor dormer windows
- * prominent roof slopes which blend with the first floor

After designing homes in California and returning to Michigan, Frost combined his new design techniques with some of the previous elements to design a home unique to the Birmingham area. Some of these common design elements are:

- * large windows designed to bring the outside into the home
- * one story low sloping roof lines
- * white painted block
- * brick design pattern
- * wide chimney with multiple flues



WALLACE FROST DESIGNS IN BIRMINGHAM

There are 44 homes in Birmingham known to have been designed by Wallace Frost. He designed his first house in 1921 for himself and his wife at 579 Tooting Lane which has been characterized as a small English yeoman's cottage with curved gable roofs and timber door and window lintels. The house is visually striking with exposed concrete block masonry that has been painted white. This was a departure from the custom of applying stucco to the masonry.

He also designed his last residence in Birmingham located at 404 Bonnie Briar in 1941 which reflects his design experience in California. With flat roofs and white painted concrete block, the design of the home includes common Frost details, such as large floor to ceiling windows, brick dentil patterning at the chimney and entrance wall, and a wide chimney.

The last home design by Frost in Birmingham is located at 1390 Northlawn and was constructed in 1951. This one story home is characterized by the relatively flat roof and large expanse of windows. The entrance is marked by the brick patterning on the adjoining wall.

The most notable home in Birmingham may be the house he designed in 1930 at 440 Lakepark. With the view of Quarton Lake off the rear, the home is an excellent example of French architecture with stone walls capped with red brick dentils. The red brick is incorporated in the forward wing with stone quoins.

The Village Players Theater Building was also designed by Frost in 1926. The Birmingham Eccentric Newspaper headline, "Architect's Plan Of Theatre For Village Players" on May 6, 1926 included Frost's artist sketch for "a kind of a playhouse that is suitable for the needs of the . . . local amateur theatrical organization." The original white painted block building had low sloping black roofs and a large chimney. At the time the article was written, a location was not yet determined for this "unique edifice." The theater was eventually built at 752 Chestnut where it currently stands.

To gain insight into the interior design and qualities found in Frost homes, the Historic District and Design Review Commission toured four homes in Birmingham which reflect his design style at that period in his achitectural career from 1921 to 1945. The following description is a synopsis of the May 6, 1992 tour.

236 Puritan

The owners of 236 Puritan have restored the home and updated several rooms, namely the kitchen and the dining room (which is an addition). Built in 1925 and in keeping with Wallace Frost's architectural style, the home has a very small kitchen (which is almost divided in half by the chimney stack), and an expansive living room with a sun room located off of the main

living area. One of the most striking features of the exterior of the home is a decorative leaded bullseye glass window on the front facade, which provides for interesting casts of light in the main living area.

The 5 bedroom home has pewabic tile in the 2 upstairs bathrooms and terra cotta tile in the foyer. A small bathroom is located off of the foyer, in keeping with Frost's penchant for tiny lavatories! A fireplace in the master bedroom was originally a built-in chest of drawers. A separate rear staircase allows access to the second floor bedrooms. Wooden timbers that have been stained a dark color are found in the sun room. Additionally, a similar timber was located above the fireplace in the living room, although it was removed several years ago due to fire hazard.

The owners have installed period light fixtures throughout the home and have decorated the home with several antique collections (eg. birdhouses, evening bags, boxes, etc.). Much of the overgrown vegetation was removed several years ago when the current owners purchased the home. This has allowed for a great deal of natural light to enter the home through the numerous windows throughout.

1691 Oak

This Frost home, built in 1945, has the distinction of being the smallest Frost home in Birmingham. It is a ranch style home that draws a lot of its character from the large lot which surrounds it. When Frost designed this home, it was with the intention of adding on to it at a later date. The owners, who have lived in the home since it was built, said that they are pleased that it was left without the planned addition because the home is a very liveable size for the retired couple now! A significant design feature is the large overhang which provides shade from the summer sun yet allows the (low) slanting rays of the winter sun to enter. The living room, although quite small compared to other Frost homes, has a large picture window in the front and a fireplace as well. The number of windows gives the house an open feeling, which is enhanced by the fact that the home is set in the rear of the corner lot.

The owners have the original plans of the home in their basement, although the plans are not the only "artifact" located below grade. The Alcorns are collectors of rocks, minerals and fossils and have a display area in their basement. A visit to the Alcorns display was once part of the itinerary of schoolchildren in the area, as Mrs. Alcorn introduced numerous groups of Quarton School children to the impressive collection.

579 Tooting Lane

The oldest Frost design in Birmingham (1921), the home was originally constructed on a large lot, which was reduced to half the size some years ago. The lot was split into two lots when the in-ground pool cracked and had to be removed from the ground. The home has dark wood shingles on the roof which was once covered with asphalt shingles. The current owner had the roof restored to its original condition.

The interior of the home is open and spacious, with the exception of the kitchen which was certainly not designed for comfort or cooking, in true Frost form! The cupboards in the kitchen can be summed up in three words: tall, small and original. A minuscule bathroom is located off of the kitchen, across from the garage entrance. A collection of doors in this area, as well as throughout the house, gave the home the nickname, "The House of Doors"!

The most impressive room in the house is the living room. Expansive and airy, the room is above all, designed to be lived in and enjoyed. Several windows, window niches, rustic timbers and a rectangular design allow the room to serve as a formal living area that is very liveable also. The timbers throughout the house are thought to have been harvested from a Great Lakes freighter.

A screened in porch is also located on the first floor. The formal dining room has doors that lead to the outside. The room facilitates Frost's desire of bringing the "outside in".

Several Frost features that are found in this house are: wood timbers, small bathrooms, small kitchen, cross shaped layout, large multi-flue chimney, numerous windows of various shapes, built in drawers, small closet space, open floor plan for the first floor, tiled foyer and large entrance door (approx. 42 in.) with wrought iron hardware.

1283 Buckingham

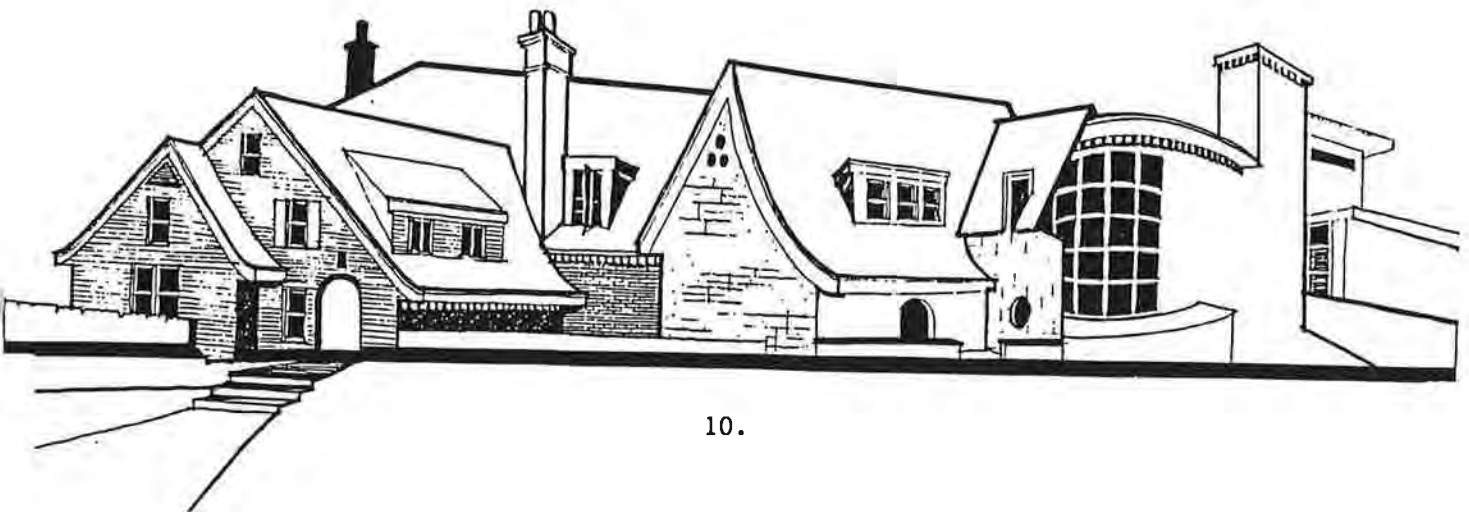
The owners of this Dutch colonial Frost design, led the Commission through their home. One of only 2 Dutch colonial designs in Birmingham, this home has several features that were commonly seen in the English Cottage and Tudor style homes. The home was constructed in 1925. The entry foyer has been retiled, although the owners stated that the original tile was similar to the terra cotta tile found in other Frost homes. A sun room is located in the front of the home and functions as living area year round because it is heated and cooled with the rest of the home. A spacious living room and dining area are found just beyond the foyer. Again, an open floor plan and several windows allow natural light and a feeling of the outside to filter into the main living areas.

An indisputable characteristic of Frost homes that can be seen throughout the second floor are the assorted window sizes. We are told no two are alike! The kitchen has been updated to make it more liveable. However, the updated features which utilize natural wood, blend in with the overall design of the home. The smallest lavatory that we found was in this home. It is located off of the foyer, similar to other Frost homes. The garage was renovated into a family room in the rear of the home. The owners were originally going to make this space larger than it is currently, but they were told that the wall that separates it from the rest of the house was constructed of at least 18 inches of concrete which caused the owners to change their plans.

The second floor of the house consists of four bedrooms. The master bedroom has an attached sitting room.

After many months of rigorous study, the Historic District and Design Review Commission has come to understand that much of the charm that is characteristic of Birmingham's residential neighborhoods is the result of streetscapes such as those found on Puritan, Lakeside, Pilgrim, Bonnie Brier, and Tooting Lane. Such streets are well established, heavily textured residential environments. Typically, these streets feature a harmonious blend of architecture capturing old and new designs. The Frost homes in Birmingham have contributed to the charm with individualized homes which suit the residents as well as the environment. Many of the Frost homes have withstood the years with little modifications to the original designs. Those earlier designs found on streets such as Tooting Lane and Pilgrim, have architectural characteristics worthy of preserving through historic designation.

The acknowledgement of Wallace Frost as a significant historical figure in Birmingham architectural history is important to Birmingham's heritage. After considerable study, the Birmingham Historic District and Design Review Commission recommends that the City Commission accept this report as justification to acknowledge Wallace Frost as a significant historical person whose architecture has influenced the residential fabric of Birmingham.



INDEX OF FROST DESIGNED HOMES IN BIRMINGHAM (Year Built)

- ✓1. 660 Abbey (1945)
- ✓2. 379 Aspen (1927)
- ✓3. 404 Bonnie Brier (1941)
- ✓4. 420 Bonnie Brier (1941)
- ✓5. 436 Bonnie Brier (1941)
- ✓6. 444 Bonnie Brier (1940)
- ✓7. 467 Bonnie Brier (1941)
8. 1283 Buckingham (1925)
9. 752 Chestnut (1926)
10. 219 Elm (1928) 1936227028?
11. 795 Fairfax (1928) 1926401018 ✓
12. 1040 Gordon Lane (1926) 1935277045 ✓
13. 960 Harmon (1926) 1926427013 ✓
14. 440 Lakepark (1930) 1926477002 ✓
15. 1169 Lakeside (1928) 1926230022 ✓
16. 1290 Lakeside (1946) 1926279024 ✓
17. 633 Lakeview (1929) 1926427027 ✓
18. 650 Lakeview (1930) 1925304010 ✓
19. 371 Linden (1924) 1935229010 ✓
20. 508 Linden (1928) 1935227030 ✓
21. 460 W. Maple (1929) 1925356012 ✓
22. 1390 Northlawn (1951) 1935426019 ✓
23. 1691 Oak (1947)
24. 139 Pilgrim (1926) 1926453028 ✓
25. 187 Pilgrim (1925) 1926453026 ✓
26. 239 Pilgrim (1925) 1926453024 ✓
27. 515 Pilgrim (1925) 1926403031 ✓
28. 551 Pilgrim (1928) 1926403030 ✓
29. 671 Pilgrim (1924) 1926403025 ✓
30. 691 Pilgrim (1926) 1926403024 ✓
31. 783 Pilgrim (1928) 1926403019 ✓
32. 864 Pilgrim (1924) 1926404002 ✓
33. 236 Puritan (1925) 1926476010 ✓
34. 683 Puritan (1927) 1926404022 ✓
35. 788 Randall Court (1928) 1925353016 ✓
36. 967 Rivenoak (1926) 1925428014 ✓
37. 525 Southfield (1940) ? 1936151001?
38. 515 Tooting Lane (1929) 1925376059 ✓
39. 579 Tooting Lane (1921) 1925376009 ✓
40. 584 Tooting Lane (1926) 1925376008 ✓
41. 364 Valley View Lane (1939) 1936103009 ✓
42. 244 Wimbleton (1928) 1925257002 ✓
43. 715 Wimbleton (1928) 1925280018 ✓
44. 1050-1078 Wimbleton (1928)

1925282017 - 1078

1925282018 - 1076

1925282019 - 1072

✓ 1925282020 - 1070

1925282021 - 1068

1925282022 - 1060

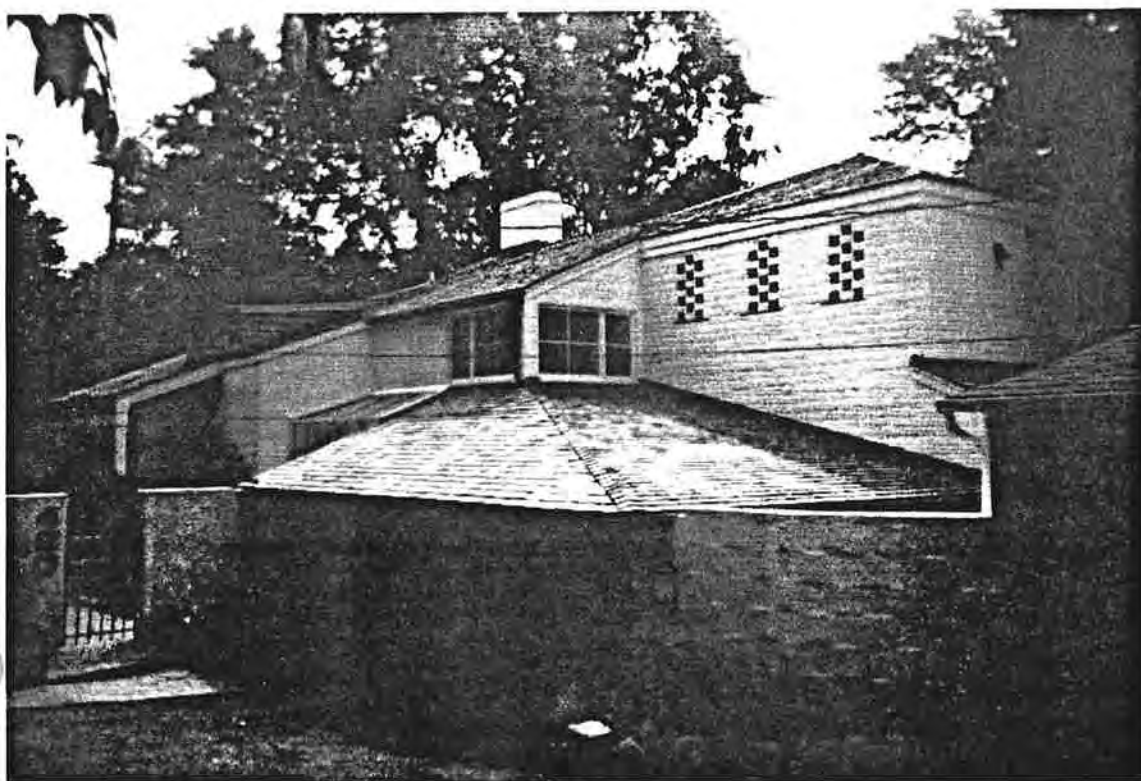
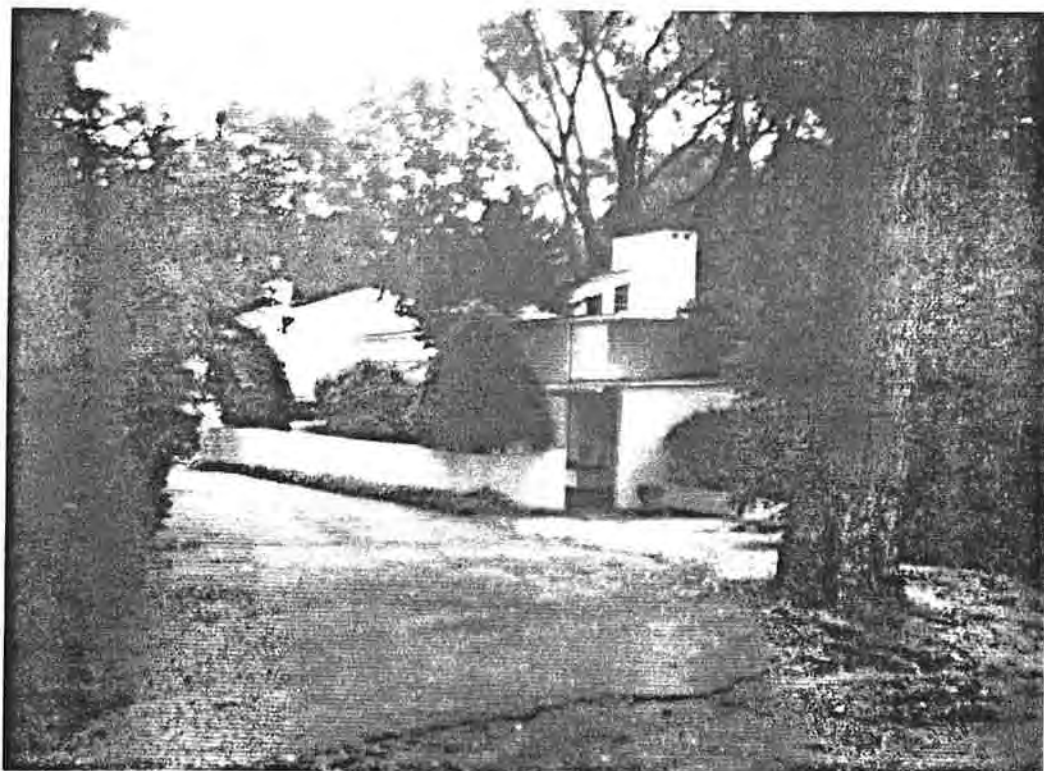
1925282023 - 1050

660 Abbey
Yr Built 1945



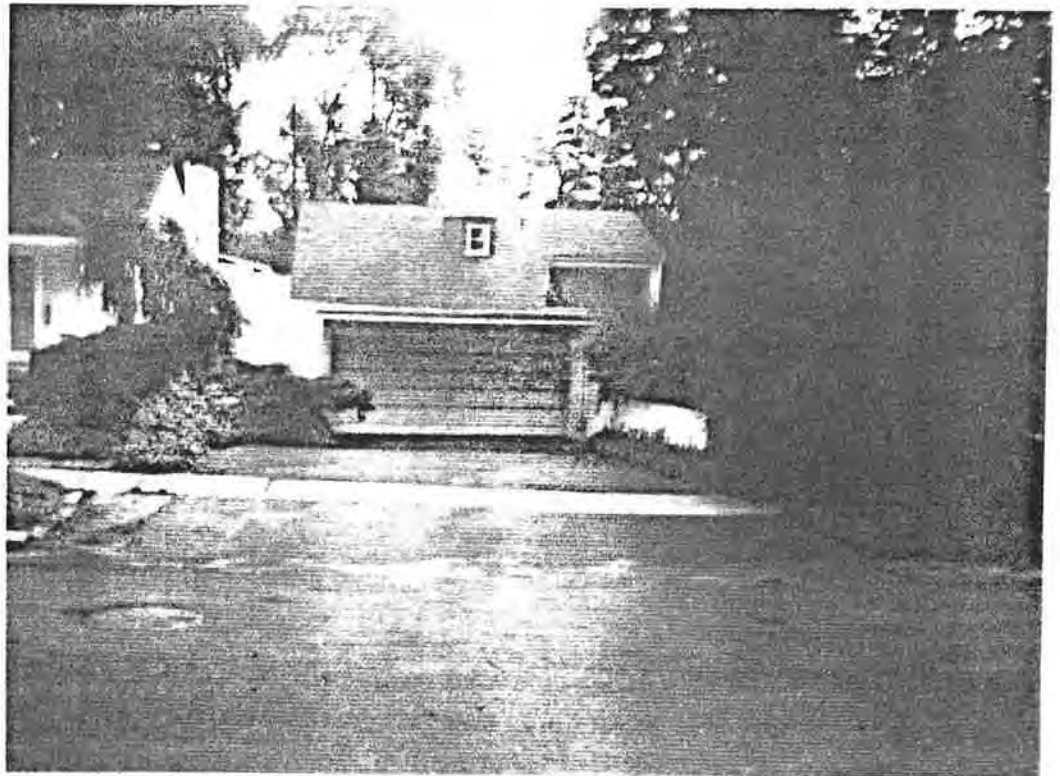
379 Aspen
Yr Built 1927

404 Bonnie Brier
Yr Built 1941



420 Bonnie Brier
Yr Built 1941

436 Bonnie Brier
Yr Built 1941



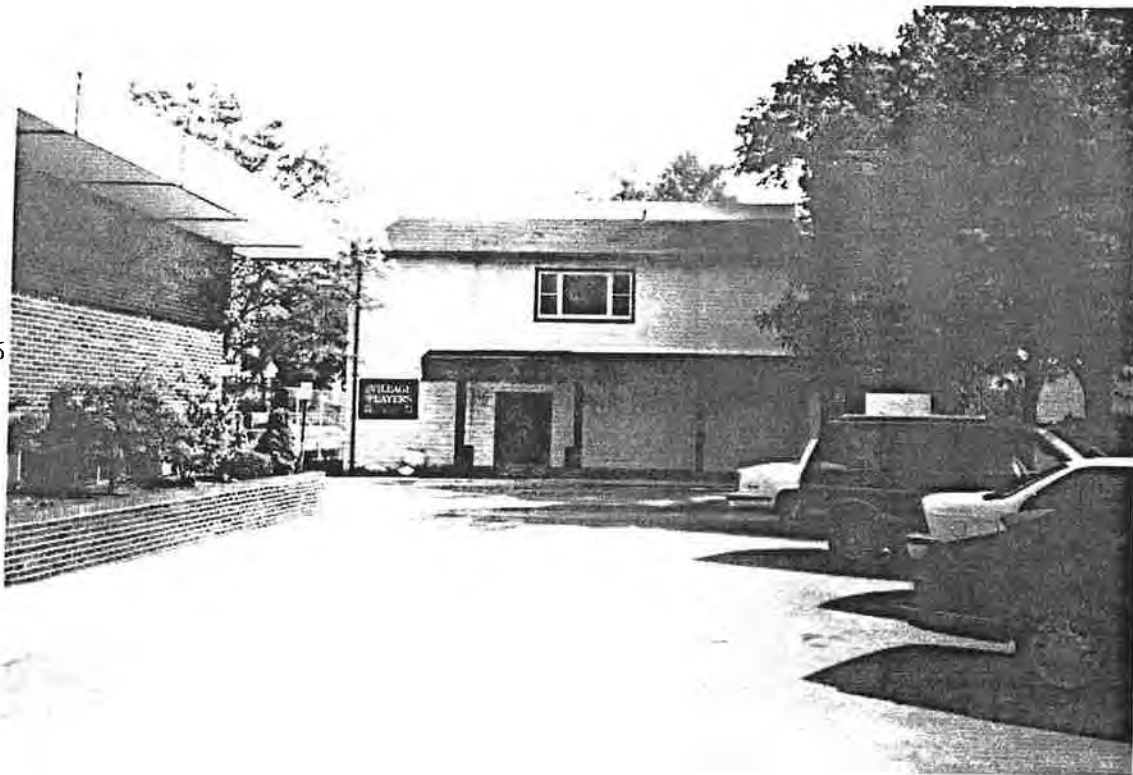
444 Bonnie Brier
Yr Built 1940

467 Bonnie Brier
Yr Built 1941



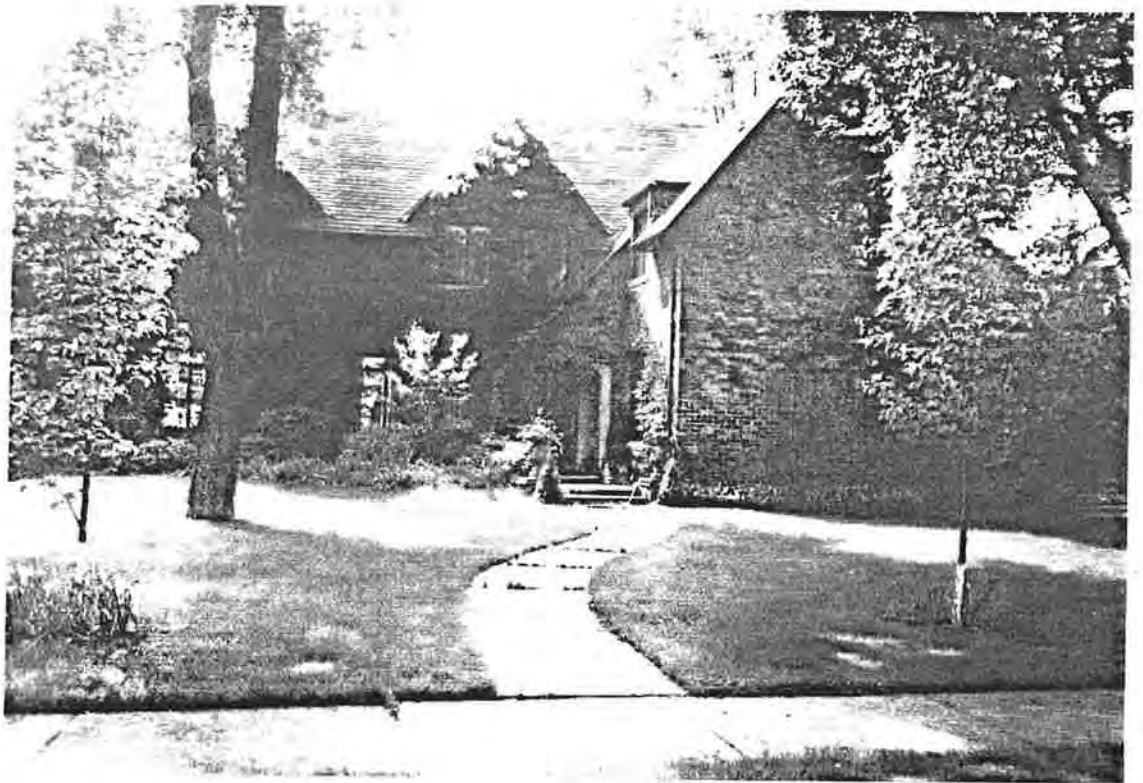
1283 Buckingham
Yr Built 1925

752 Chestnut
Yr Built 1926



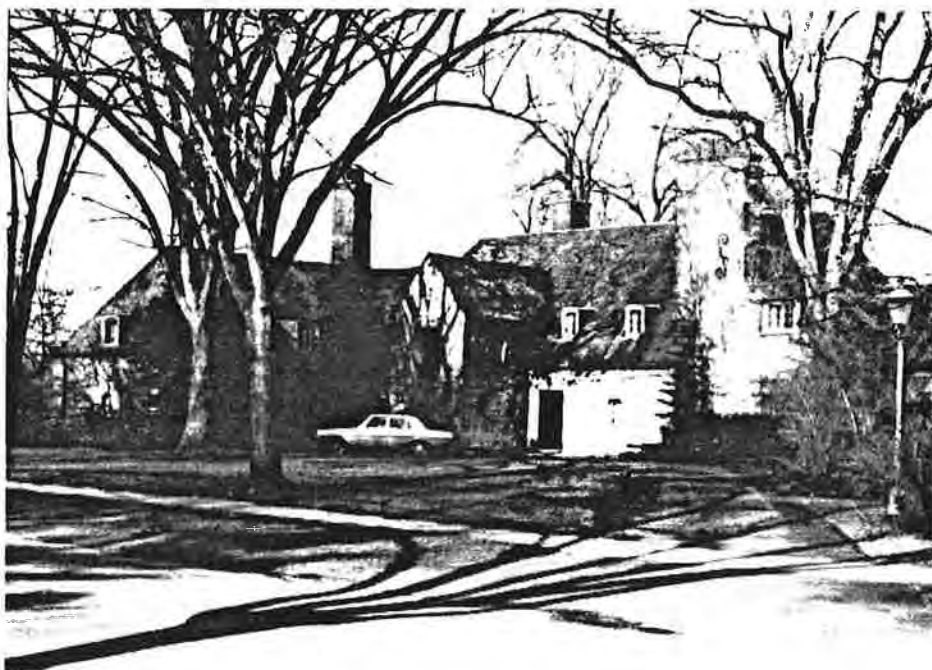
219 Elm
Yr Built 1926

795 Fairfax
Yr Built 1928



1040 Gordon Lane
Yr Built 1926

960 Harmon
Yr Built 1926



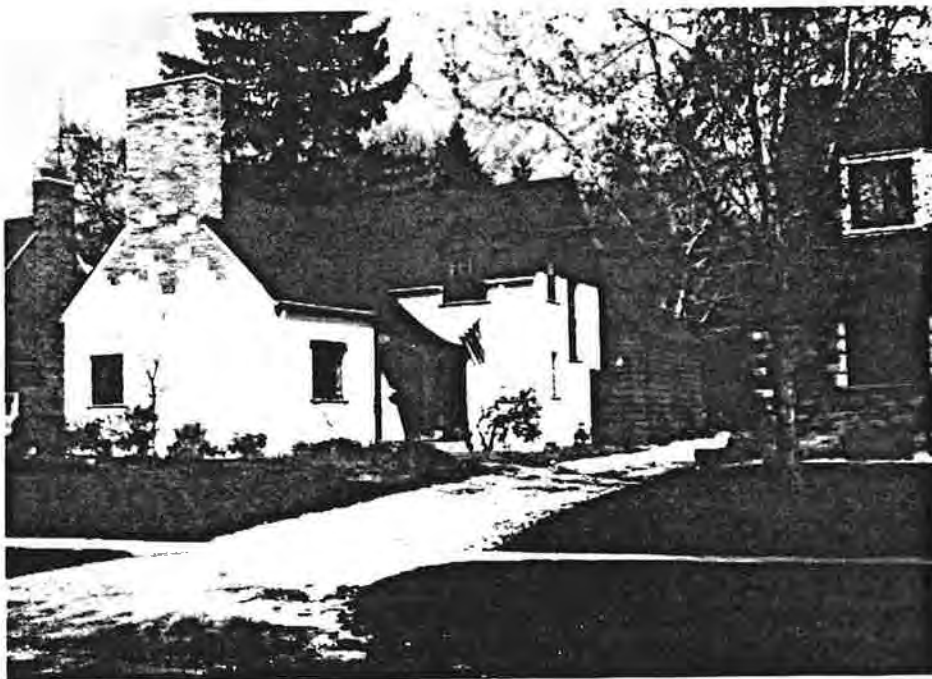
440 Lakepark
Yr Built 1930

1169 Lakeside
Yr Built 1928



1290 Lakeside
Yr Built 1946

633 Lakeview
Yr Built 1929



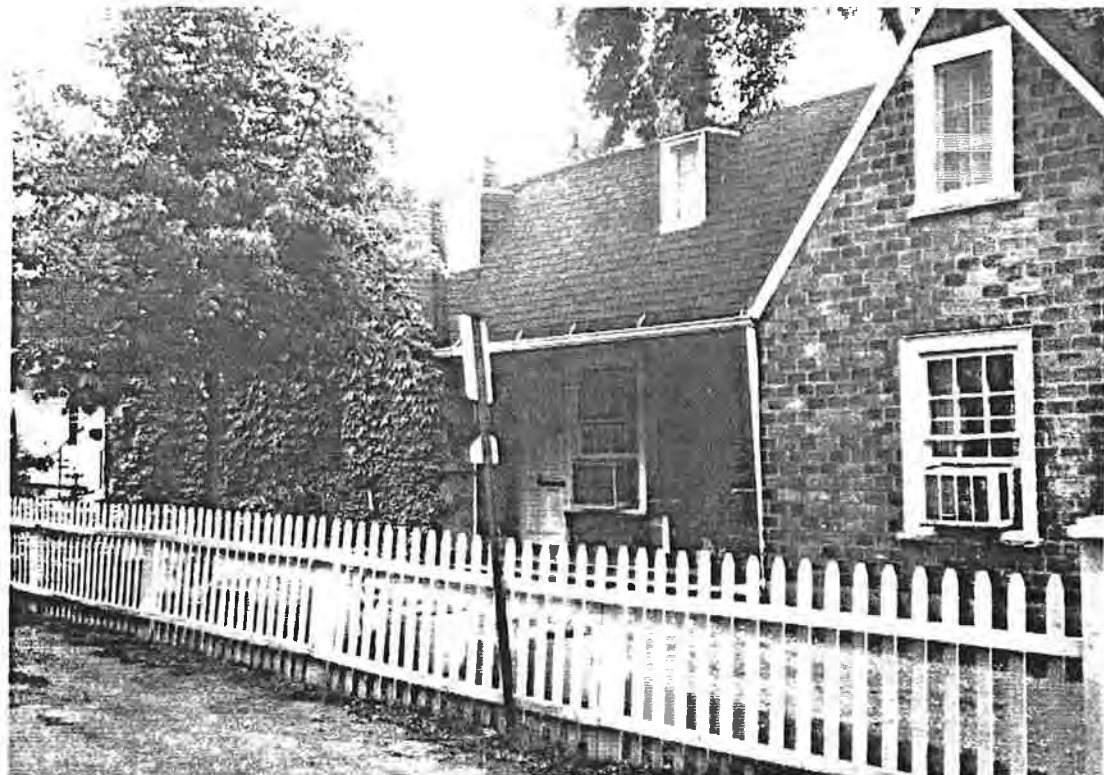
650 Lakeview
Yr Built 1930

371 Linden
Yr Built 1924



508 Linden
Yr Built 1928

460 W. Maple
Yr Built 1929



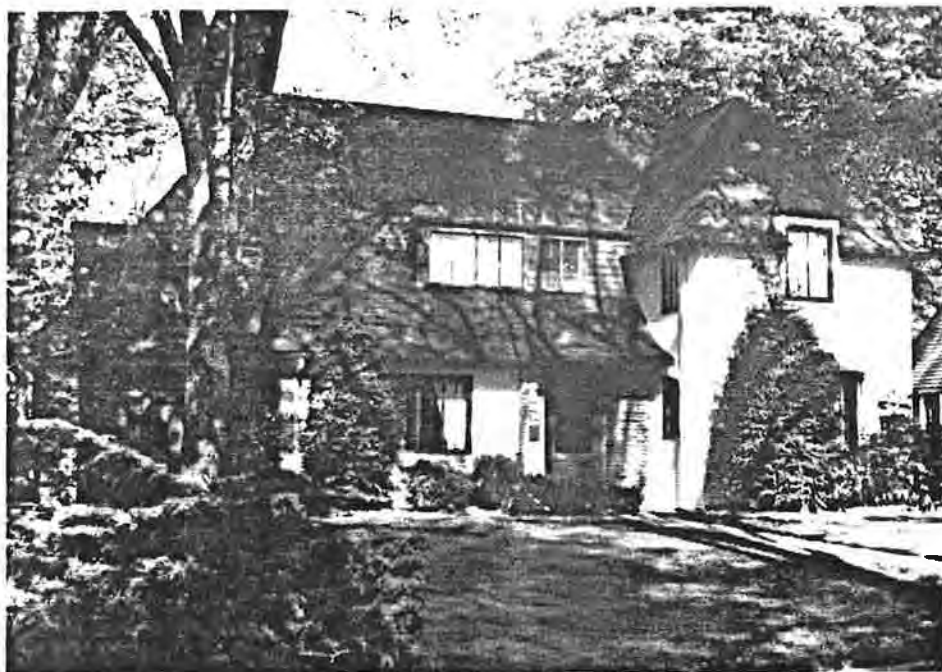
1390 Northlawn
Yr Built 1951

1691 Oak
Yr Built 1947



139 Pilgrim
Yr Built 1926

187 Pilgrim
Yr Built 1925



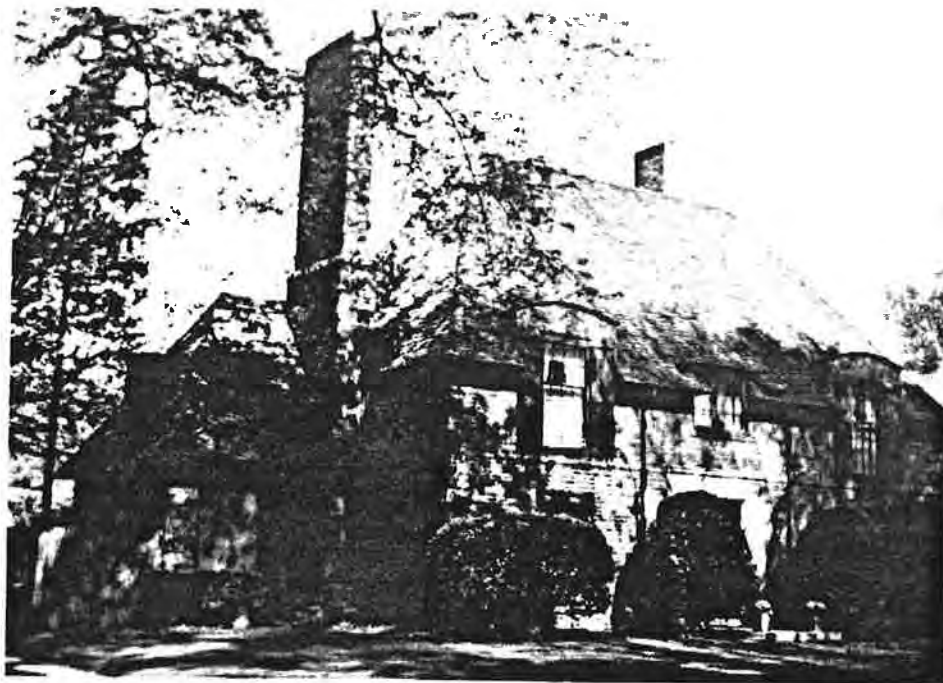
239 Pilgrim
Yr Built 1925

515 Pilgrim
Yr Built 1925



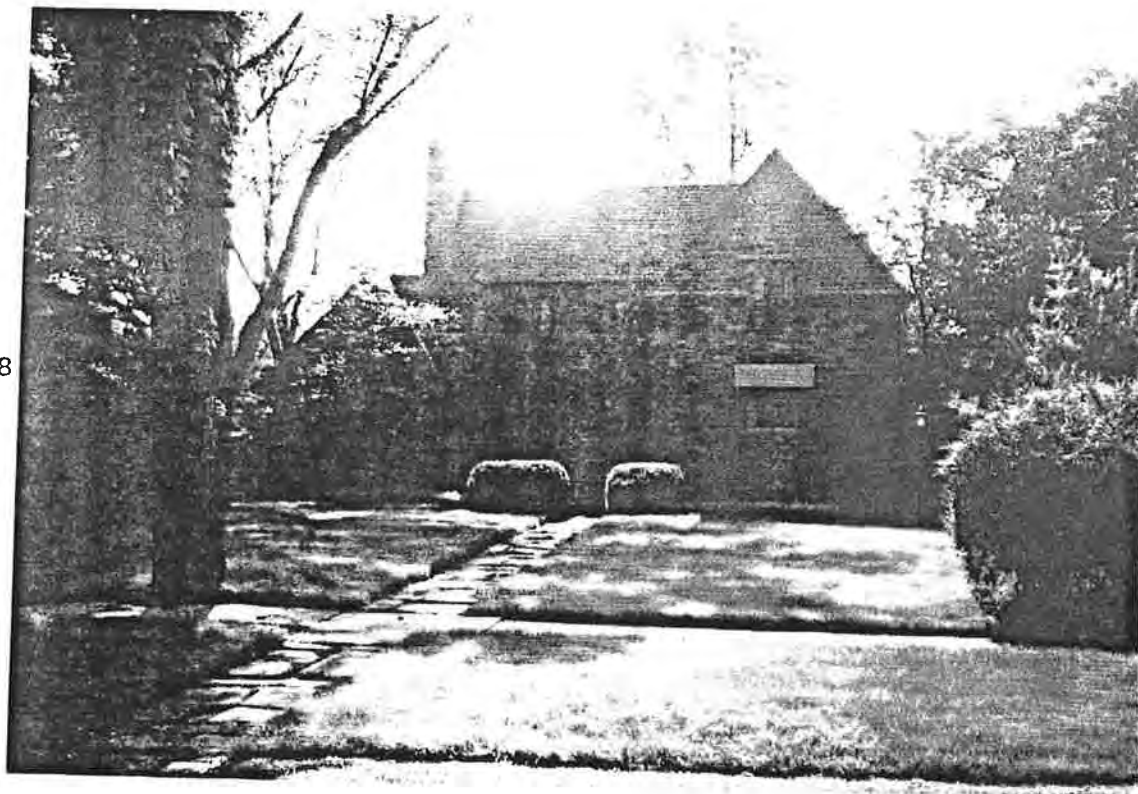
551 Pilgrim
Yr Built 1928

671 Pilgrim
Yr Built 1924



691 Pilgrim
Yr Built 1926

783 Pilgrim
Yr Built 1928



864 Pilgrim
Yr Built 1924

236 Puritan
Yr Built 1925



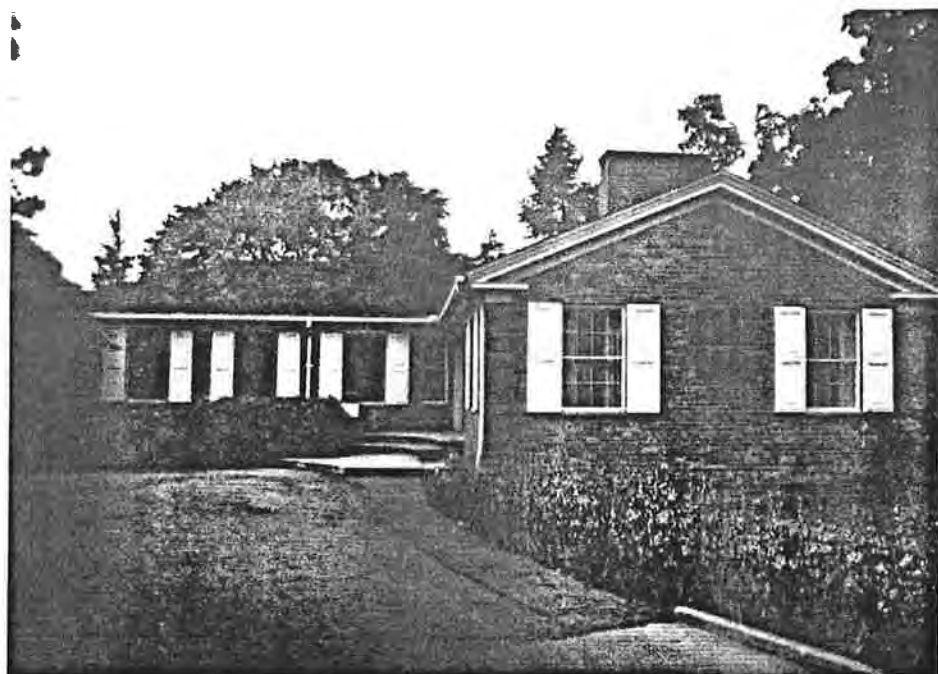
683 Puritan
Yr Built 1927

788 Randall Ct.
Yr Built 1928



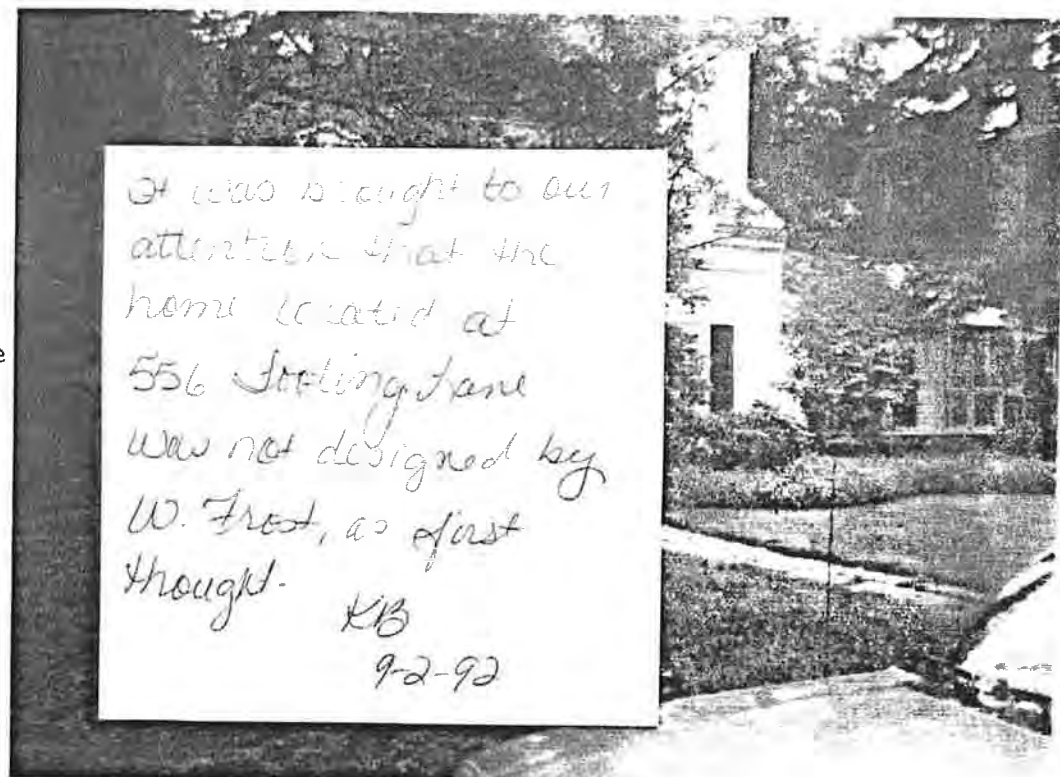
967 Rivenoak Ct.
Yr Built 1926

525 Southfield Road
Yr Built 1940



515 Tooting Lane
Yr Built 1929

556 Tooting Lane
Yr Built 1926



579 Tooting Lane
Yr Built 1921

584 Tooting Lane
Yr Built 1926



364 Valley View Lane
Yr Built 1939

244 Wimbleton
Yr Built 1928



715 Wimbleton
Yr Built 1928

Wimbleton Terrace
1050-1078 Wimbleton
Yr Built 1928



BACKGROUND INFORMATION SOURCES

The Historic District and Design Review Commission would like to extend its appreciation to Mr. Bruce Brooks, Ms. Harah Frost and Mr. John Richardson for their contribution to this study.

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The Howard Sober House:

Artifact of the 1950s

Rochelle S. Elstein

"Much of the character of everyman may be read in his house," said the famous landscape architect, Andrew Jackson Downing. In the nineteenth century, more than just the character of the householder was expressed in the building; personal values, literary tastes, or political affiliation might find expression as he and the architect chose from many styles and periods to select that which best captured his ideology and self-concept. When our founding fathers chose Roman architecture, it was to express the hope that the infant Republic would realize those noble ideals of the great Roman state. The choice of style was so tied to the expression of political ideals that when Napoleon appropriated Roman forms for his buildings, thereby forging the link between the dome and dictatorship, America turned to Greece for her building forms and the Greek Revival was born. Aspirations that have little to do with architecture, per se, seek external form, not only in our governmental monuments but in our private homes as well. May we assume that when Vanderbilt commissioned Richard Norris Hunt to build a palace at Newport, Rhode Island, the Commodore nurtured a hope that his children might subsequently make the transition to actual royal or noble status? When Mrs. John Dodge decided to build her estate in Rochester, Michigan in the late 1920s, she looked not to America, not to the architects of the Middle West Prairie School, but to the great country houses of England. Meadowbrook Hall was a product of close study of English tudor mansions. What William Kapp of Smith, Hinchman and Grylls provided Matilda Dodge and Alfred Wilson was not only a house, but a heritage.

For our century, the forms of modern architecture are those of the International Style: flat roof, horizontal window strips, plain wall expanses, exposed steel, concrete and glass, aluminium panels, Fiberglass, new kinds of tiles, laminates, plastics. There are new construction techniques as well: concrete slab construction, sandwich

walls, T-beams, Lally columns. One element of the spirit of the age is a delight in the new technology, a joyful exploration of the potential of the new materials and, by inference, a complete acceptance of the machine as being central to society. The twentieth century person's relationship to nature is one of equality and acceptance. The builder should be aware of the landscape—not to subdue it but to work within it. The building and the site are a continuum. The twentieth century also has a place for the individual innovator. Movements can be traced to individual creators whose unique vision promotes a new and personal style. New forms, new materials, the end of eclecticism, the death of romanticism, the impossibility of architectural revivals—these are the themes sounded by all the architectural and cultural historians of twentieth century America.

But the built environment does not fit the theory or the description. When Henry Ford hired William Van Tine to build Fair Lane, we may mourn his aesthetic insensitivity but it must be acknowledged that Mr. Ford, being a man who got what he wanted, wanted not the innovative and cohesive design of the Prairie School but that pastiche of borrowed forms that makes "Victorian" an epithet, not a description, among architectural critics. A trip through Grosse Pointe, or Lake Forest, or Wellesley in 1940, is an excursion through the Cotswolds, Tudor England, the Valley of the Loire. It is a paradox that the very same people who changed the face of twentieth century America, the motor car pioneers who made the future come a lot sooner, escaped to the past every time they went home. Alvan Macauley of Packard, Roy Chapin of Hudson, Edsel Ford—they made a revolution. They put a machine at the center of American life and they lived in houses that were physical and spiritual expressions of the Renaissance and Middle Ages. Edsel Ford's architect, Albert Kahn, imported some of the materials and workmen from England, even going so far as to use stones from demolished

buildings "to obtain the desired weathered effect" in Ford's Grosse Pointe house. This was the same architect who in 1909 had built the most innovative, most functional, most visually exciting factory building in the world—the Ford Highland Park Plant. It is not simply a matter of chronology; Kahn did not experiment briefly with the engineer's aesthetic and reject it for romantic revival architecture. He continued to design superlatively modern factories—Chrysler-DeSoto Press Shop, 1936; Chrysler-Dodge Half-Ton Truck Plant, 1937; Willow Run Bomber Plant, 1943—and picturesque eclectic houses.

We might look for the source of this architectural schizophrenia in the inherent conservatism of culture in general, which devises new forms only in response to radically new requirements or a new social order. Also reinforcing this reluctance to change is the view of social arbiters that the best comes from the past.

While eclecticism continued to flourish in suburbia as late as the 1930s, it did eventually die. What changed in mid-century America that made the historical tradition totally irrelevant to the society that had nurtured it for one hundred years? To focus this issue, I have chosen a house by an architect who had worked with Albert Kahn, a man who was artistically and in temperament more European than American, Wallace Frost. A Birmingham, Michigan architect, in 1957 he designed a home for Mr. and Mrs. Howard Sober of Lansing. Ten years later, the Sobers donated the house to the State of Michigan for use as the governor's residence. (The furnishings were purchased by the State as part of the agreement to keep the property intact.)

The Letha and Howard Sober house reflects its era in a variety of ways. The 1950s was a period of economic growth that the United States had not enjoyed since the 1920s. The disaster of the Great Depression affected the architectural profession as adversely as it did the

whole of American society. The Historic American Buildings Survey begun in 1933 under the auspices of the WPA, hired architects and engineers to make measured drawings of notable buildings, many of which would fall to the wrecker in the fifties as urban renewal and rising land costs combined with the exodus to the suburbs made whole neighborhoods obsolete. The 1940s found the architectural profession involved in the war effort; many served in the military. Others like Wallace Frost, worked for civilian contractors building military installations. By the next decade, there was an enormous building boom in both commercial and residential construction. Families who had become wealthy and ambitious to express their own values and lifestyles in new houses, hastened to find the right architect. The houses that they built are monuments to the prosperity of mid-century America.

The Sober house, deceptively compact from the exterior, due to the L-shaped plan, contains 10,300 square feet of space. The living room is exceptionally

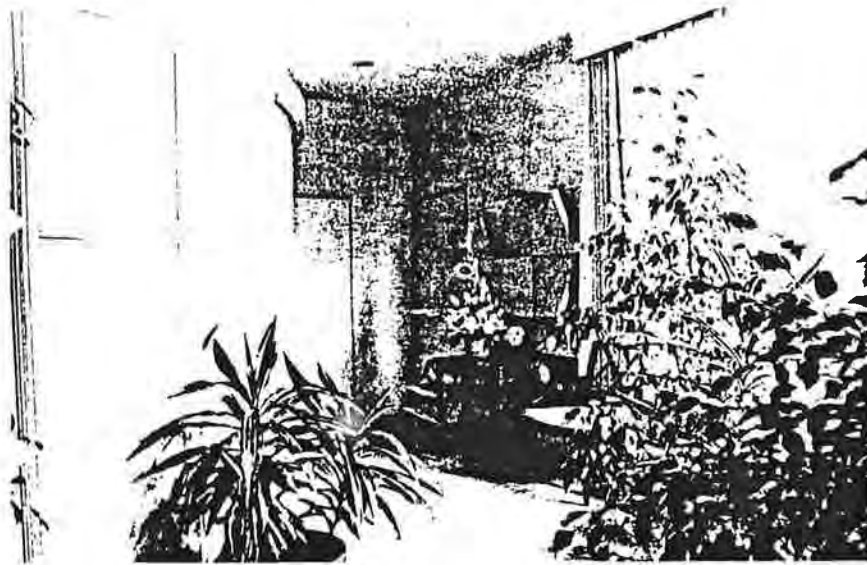
characteristic of the new architectural look." Not so large nor so lavish as the inaccurately named "cottages" of Newport of the nineteenth century, the housing of upper-middle-class America at mid-twentieth century, nevertheless, indicated that neither the New Deal nor the Internal Revenue Service had totally succeeded in redistributing the wealth. Too costly for the "Organization Man," as William Whyte had characterized America's middle managers, architect-designed housing was within reach of the men at the top of the corporation pyramid while technology graciously bestowed its benefits on worker and employer alike.

Houses communicate a number of things about the owner and the designer. The way in which space is allocated, for example, is a clear indication of the priority of the function carried on in each space. The ratio of private to public space—bedrooms to living room—is a clue to the way the owner regards his family's needs for isolation as compared with group involvement. The size of the kitchen,

taining of a particular sort. The kitchen area is totally concealed from the public space; one can assume that the guests will not be informally received by a hostess who cooks and serves and can at the same time participate in the conversation. The size of the living room compared to the dining room suggests that the house was designed for large groups of people for other than dinner parties. The stage-like quality of the entry is a sign that the guests are presented, their visit to be of short duration. The proximity of the bar clearly indicates that the cocktail party will be the usual form of entertaining. The size and centrality of the entertaining complex—living room, bar, dining room—indicates that high among the family's needs that the architect had to accommodate was the party-space requirement.

In addition to spatial allocation, an excellent indicator of values is that which is hidden compared to that which is visible. In many of Frank Lloyd Wright's designs, for example, the front door is very difficult to locate and the message to the would-be visitor is very clear. Conversely, choosing to live in a glass box communicates a very different message from a house that resolutely turns its back on the neighbors. In the Sober house, the service wing of the house is quite concealed; the servants' living area and their work area is separate from the family space and implies a clear separation between the status of the two groups that inhabit the building.

The dining room is a prominent part of the design, easily visible from the living room and porch and richly decorated to serve as a focus for the house. Obvious care was taken to emphasize and complement the interesting shape of the room through the choice of furniture and carpeting. Dining, more particularly, formal dining, is a part of the family's lifestyle and one that is regarded as suitable for open expression. Conversely the bar is hidden; its location suggests its centrality in the scheme of things: that is to say, it occupies a significant place in the living area and yet is carefully concealed from view. Ambivalence toward drinking would certainly seem to be the message. Similarly the prominent display of books in the library contrasts with the



large but every room is spacious and the ceilings are more than fifteen feet high. It reflects what some social historians have called "the subsequent (post-war) rise of the nation to Texan standards of living." Popular periodicals of the day reveled in what Thorsten Veblen, fifty years earlier, had called "conspicuous consumption." "Spaciousness, and not simply the illusion of spaciousness, is

especially in a house without servants, reveals the centrality of meal preparation and tells us much about "woman's place" in the scheme of things. "Spatial messages" are easily read in designs where the children's bedrooms and play space are in a separate wing of the house. One of the messages the Sober house communicates is the centrality of entertaining but enter-

position of the television set behind doors and would imply that reading is a more desirable activity than TV watching and that the designer was asked to put the books within easy reach and in full view, while allocating to the television a more removed and less visually prominent place.

Technology, or more properly, science and technology spawned the bomb and the mushroom cloud darkened the entire post-war world. For a time, it was believed that technology could solve the problems that it had created and bomb shelters were privately built as the government advocated that shelters offered the best hope for survival in an atomic attack. The Sober house was one of the houses built during this period with a bomb shelter in the basement. Like much of human activity, it is a paradox to be confident enough to build a spacious luxurious home for one's family—and every building is, in a sense, an affirmation—at the same time one harbors conscious fears of destruction not only for one's own family but for the entire society. It does, however, support the thesis that the Sober house is not only an artifact of the decade but, in some respects, an archetype. By the 1960s bomb shelters were no longer being built and if Americans were still haunted by the possibility of a nuclear holocaust, they were unpersuaded that the apocalypse could be averted if enough people had a handy fallout shelter.

In another area of expression of mid-century values, the Sober house is archetypal, that being the relationship of man and nature. The nineteenth century regarded nature as a retreat—a quiet, wild corner from which to escape industrialism. The twentieth century reveled in its total control of nature; not more powerful than man but not subservient, man and nature were co-equal. Buildings expressed this relationship by bringing the indoors out—through patios, balconies, glass walls—and by bringing the outdoors in, through garden courts, atria, and an abundance of houseplants. It can be said of the Sober residence as it was of another fifties home, "this house proves . . . that the indoor-outdoor relationship need not be confined to the benign climate of California. . ."

Several elements have been identified as characteristic of the 1950s in the design of the Sober house. The size of the house reflects the prosperity of the decade; the investment in the house and furnishings suggests the importance of family life. Other features add to this image: the centrality of alcohol and its place in entertaining; the significance of nature reflected both in the way in which the house opens to the outside and in the way plants become a prominent decorative and design feature. The presence of a bomb shelter indicates the implied fear of nuclear attack. The California lifestyle, the patios and the

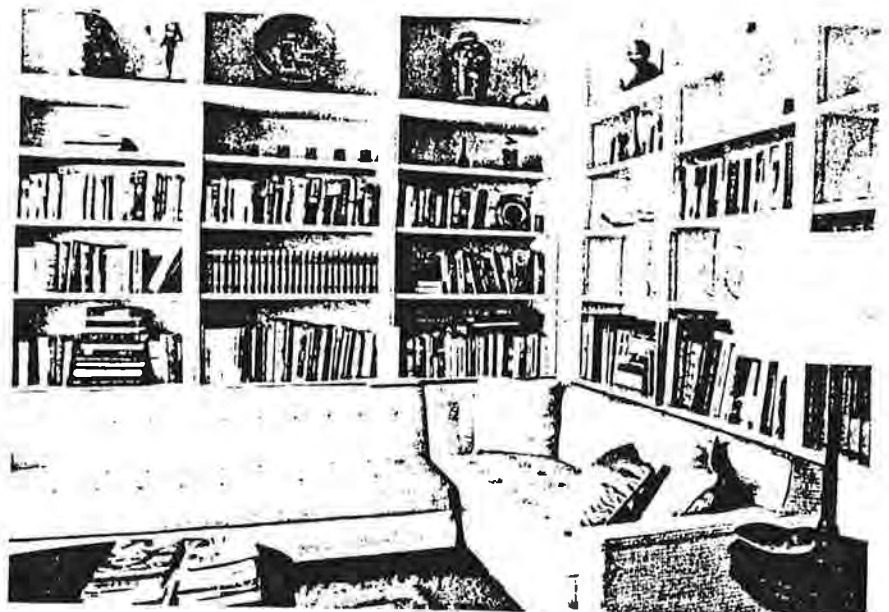


enclosed porch with barbeque, is in evidence. The conservatism of the design reflects the period, as does the synthesis of modern and traditional elements.

The Sober house cannot, however, be considered characteristic of the way the majority of Americans lived during the 1950s. The house is too large, too well-finished and too expensive ever to be considered a house for the masses or even the middle class. It is a house that was built with servants' quarters and that fact alone makes it an upper-middle-class dwelling. The very large lot was landscaped with a gardener in mind. And yet it is quintessentially an expression of America at mid-century. It represents a conservative fusion of modernity and traditionalism, the elliptical room from the Federal period, combined with the glass wall of the International Style, an accommodation to a new world order, a synthesis of the classical past and the machine-age present.

Albert Kahn, Frost's employer and mentor wrote in 1931:

Is all that has proven of merit in the past to be abandoned and replaced with crude vagaries? Must the grotesque be substituted for the beautiful? To the dyed-in-the-wool modernist, the work of the past is a closed book to be forgotten and never to be referred to. But is progress in ar-



chitecture or any art not to be sought as is progress in architecture or any other field? Are basic principles, developed through unending experiment and thoroughly proved, to be done away with, untried forms to take their place? Is all that the past has taught to go for naught?

But even an architect as steeped in the past as Wallace Frost, as rigorously trained in the Beaux Arts methods, as sympathetic to the Renaissance ideals of balance, proportion, beauty, could not return to the Renaissance idiom. The "untried forms" were not untried at all—in Kahn's own factory designs, the streamlined, simplified, machine aesthetic created a building that was functional to work in and beautiful to see. For more than a generation, architects and clients had lived and studied and worked in a new environment. It would have been false and theatrical in 1957 to return to sixteenth century Florence. Indeed, it was Kahn, among others, who helped build the new world that so separated this society from the old.

The fifties was a period of "domesticity, religiosity, respectability, security through compliance with the system," in short, a decade of fear and conservatism when old values seemed safest. It is probably a predictable reaction to the upheaval of war that there is a great yearning for an appearance of normalcy in its aftermath. One index of the profound change that American society had undergone is the new dominance of the modern style in architecture. The style itself had emerged two decades before, in the turbulent twenties and thirties but a measure of its acceptance is the incorporation of modern design elements in the work of a traditional architect. The architecture of the past could not be recreated. The avant garde was building sleek glass and steel boxes, elegant, functional, beautifully machined. Those who advocated older values of warmth, comfort, luxury, and who looked to the past for inspiration were designing less innovative houses, but even these revealed the modern sensibility—predominantly horizontal, large expanses of glass, open plans. Of these, Wallace Frost's house for Letha and Howard Sober stands as a true artifact of the fifties.

The Architect

Wallace Frost, the designer of the Sober house, presents an interesting contrast to the Europeans who came to America. He wanted to live and work in Europe.

Mr. Frost received his architectural training in the United States; from 1911 to 1915 he studied at the University of Pennsylvania. The strongest influence on his education was Professor Paul Cret, a teacher at Penn until 1915 when military service took him back to his native France. Frost's respect for Cret was so great that he left the university rather than study under anyone else.

The influence of French architects on American architectural education had a long history. The earliest institutions hired French architects to teach; M.I.T. brought Eugene Letang from France as its first instructor of architecture. Previously, American architecture students went to the Ecole des Beaux-Arts to study; some, such as Henry Hobson Richardson, found it useful. Others, notably Louis Sullivan, left soon after arriving. Not surprisingly, what French architects taught was the Beaux-Arts approach which "had encouraged an enormous proficiency in drawing, audacity in composition, exact knowledge of forms, and details and a keen sense of the kinds of space and finish that accompanied the good life."

When, after World War I, Frost left Washington D.C. where he had been an architect for the Air Force, he went to work for Albert Kahn whom he had met when Kahn served as a government consultant. His association with Kahn was a productive one but not ultimately satisfying. The firm had established its fame on the basis of factory designs and Wallace Frost preferred to build houses. He left the Kahn office in 1925. He spent several months in Europe during the years 1925-31 and lived in Settignano, Italy, for eighteen months in 1931-32. He would have remained in Europe were it not for his family's reluctance to live outside the United States on a permanent basis.



Photo credit: From the collection of Grace (Mrs. Wallace) Frost.

Frost was not sympathetic to the modern movement. Having been a student of Cret, he was fond of French neo-classical architecture but most of all he admired Italian Renaissance building. When he returned to the United States, the family moved to Motocito, California where he built a house for himself and a few homes for clients. He was no more successful than his fellow practitioners of the building art, eighty percent of whom went to work for the government during the dismal days of the thirties. Then Frost returned to the Detroit area where he opened an office in suburban Birmingham which is where he was working when he prepared plans for Mr. and Mrs. Sober in 1957.

The House

The Letha and Howard Sober house is located in the southwest area of Lansing, known as the Moore's River Drive section, through which the Grand River flows making it the most picturesque and desirable neighborhood in the city. The 2.3 acre lot is handsomely landscaped and a circular drive brings the visitor to the entrance of a long, low L-shaped house with overhanging roof, deep eaves, and broad slab chimneys. The facade is of rock-faced coarse ashlar and painted brick with latticed brick rectangles to provide textural color and contrasts. There are two bowed bays with large rectangular panes that the architect favored in many of his houses. The entrance is framed in limestone, with a molded architrave and plain lintel surmounting a handsome paneled door. The garage is to the right; the drive continues around the end wall and to the patio side where the garage opens. From the front door, only the large windowless expanse of garage wall indicates the function of the space behind it.

The interior of the entry is a molding trimmed paneled convex wall containing closets. The entry and gallery are continuous with the living room but since the main living area is sunken three steps, the travertine floor of the entry forms a kind of stage on which the visitor appears when making an entrance. The living room is a large, high-ceilinged room with a wall of windows on the garden side, a large rectangular raised fireplace framed in marble on the dining room wall, and a grasscloth-covered wall with the elevated floor (continuing from the entry) serving as a gallery and separating the more private library from the public entertaining space of the living room. A dark hall connects the bedroom wing—very clearly a private space—to the entry and library. Two bedrooms and a lavishly appointed dressing room plus a powder room for guests opposite the library, constitute the private area. Entry to the library is from the hall and



from the living room gallery, making it a separate but accessible semi-public area. The library itself is paneled in the same molded square paneling used in the entry and lanai area. Two walls contain bookcases with concealed storage; the third centers a fireplace which repeats the proportions of the living room fireplace on a smaller scale. To one side is an entertainment center that contains storage and a television set that may be concealed behind folding doors.

On the other side of the living room is the formal dining room; an interesting elliptical space with floor to ceiling windows on the garden side and a concave wall with built-in serving shelf on the kitchen side. Two decorative features dominate the room: a mural evocative of Chinese landscape painting covers the wall and an elliptical carpet with carved bands covers the floor. The mural is one of several elements in the house that reveal the owner's enthusiasm for oriental art. It is obvious, however, that this did not enter into the design of the house itself; in size, scale and proportion, the Sober house is distinctly American and owes nothing to the architecture of China and Japan. The carpet is ringed with two wide bands that repeat the shape of the room, reiterating the rounded walls that were encountered earlier in the

entry hall and will be seen in the lanai as well.

The same curve encloses the bar or lanai area between the entry and service wing. This wall features a sliding door behind which is a large well-stocked bar; with the door closed, nothing of the function of the space is apparent. With the door open, the area becomes a focus for the elevated portion of the living/entertainment complex. Entertaining of a more casual sort takes place on the patio area outside the kitchen and on the porch off the dining room that accommodated a built-in barbeque grill.

Despite some remodeling and altering necessitated by the transformation of the Sober house into the Governor's mansion, the home remains today essentially as it was designed almost twenty-five years ago. Like every structure in the built environment, it has a private function and a public one; it is both a comfortable and attractive residence and a superb example of the material culture of America at mid-century. It remains a notable addition to Michigan's architectural heritage.

The author wishes to thank Professor Russel B. Nye at Michigan State University for his encouragement and support.

century, it exhibited a fine feeling for detail and texture. The formal stone portico enclosing graceful curved steps stood out against the gray brick of the main mass of the house with its lighter gray window architraves. Also the balustrades surmounting the portico and at the base of the ground floor windows contrasted pleasingly with the fragile wrought-iron railing of the entrance steps. On the less formal lake side of the house French doors opening upon a broad terrace took advantage of the lake exposure. The Seyburn house was elegant and at the same time livable. Architecture and landscaping merged in a unified design. Painsstaking refinement and adherence to the period created an old-world charm and authenticity which was augmented by the incorporation of genuine antiques as architectural features and motifs. (278)

For those not prepared to indulge in an establishment on the scale of the Seyburn estate, the French *manoir* satisfied the increasing desire for the intimate and picturesque without sacrificing the essential French spirit. In his Edwin H. Brown residence of 1926 on Lake court in Grosse Pointe, architect Robert O. Derrick combined mansard roofs and French fenestration with a characteristic round tower to produce the desired effect. The next year Wallace Frost, in his Julian P. Bowen house on Jefferson avenue in Grosse Pointe, created a more rustic atmosphere with steep roofs, small windows, and the rough textures of slate and stone. The masses of the roofs, gables, and tower were resolved into a dramatic plastic composition, marred only by too great a diversification and scattering of window openings. (281) (280) (324)

Anna Thompson Dodge, the widow of Horace E. Dodge of automobile fame and one of the nation's wealthiest women, could afford to ignore the trend toward simplicity. Her Louis XV château built in 1934 on Lake Shore road is unquestionably Grosse Pointe's most regal residence. Inspired by the work of the great eighteenth century master Jacques Ange Gabriel, Philadelphia architect Horace Trumbauer strove for monumental splendor. Somewhat belatedly he attempted to recapture the luster of the 'Gilded Age,' for no less than twenty years earlier he had built an almost identical though somewhat smaller palace for A. Hamilton Rice at Newport,⁹¹ and in 1916 he had built one of America's most sumptuous houses for Edward T. Stotesbury at Chestnut Hill, Pennsylvania.⁹² (279)

Mrs. Dodge's dreams of grandeur were tinged with the illusion of history. Steeped in the lore of the past, she spoke of the crowned heads of Europe with the same knowing regard as if they were her neighbors.⁹³ In a portrait in her library Sir Gerald Kelly depicted her in the elaborate costume of the court of Versailles.⁹⁴ Early in her life her husband gave her pearls that had belonged to Catherine the Great and later she was to acquire a piano once owned by Louis XV.⁹⁵ Much of the decor of Rose Terrace, as the Dodge abode is called, was retrieved by Sir Joseph Duveen from the imperial palaces of Russia. There are French inlaid furniture, Beauvais tapestry chairs, four cases of Sèvres porcelains, and paintings by Boucher, Gainsborough, and Van Dyck. The late Dr. William R. Valentiner, when director of the Detroit Institute of Arts, "unhesitatingly proclaimed the completed collection at least the equal of any French eighteenth century art ensemble in the world."⁹⁶

No French château would be complete without a garden. To lay out hers, Mrs. Dodge employed Ellen Shipman of New York. To the west of the house is a formal French garden edged with boxwood and adorned with antique marble statues. In the background is a fountain. Adjoining this is a formal flower garden containing beds edged with wisteria trees and fruit trees, from which two flights of stairs lead down to the rose garden. Beyond lies the swimming pool, and beyond that the sweep of Lake St. Clair.⁹⁷

Architect's homes called landmarks

By Robyn Kleerekoper
Special Writer

Do you own a Wallace Frost home? Do you even know who Wallace Frost was? If you own one of his homes, you may be living in a future historic landmark.

Frost was an architect who designed approximately 40 Birmingham homes and one multiple dwelling structure on Adams Road and Wimbleson Drive.

Frost homeowners include renowned sculptor Marshall Fredericks, whose studio is in Royal Oak. He lives in a Frost house overlooking Quarton Lake in Birmingham.

Frost worked from World War I until he died in 1962. He is relatively obscure, even by local stan-

dards.

But the Birmingham Historic Design and Review Commission wants to honor him. The commission plans to designate Frost homes as historic in an effort to recognize and preserve them.

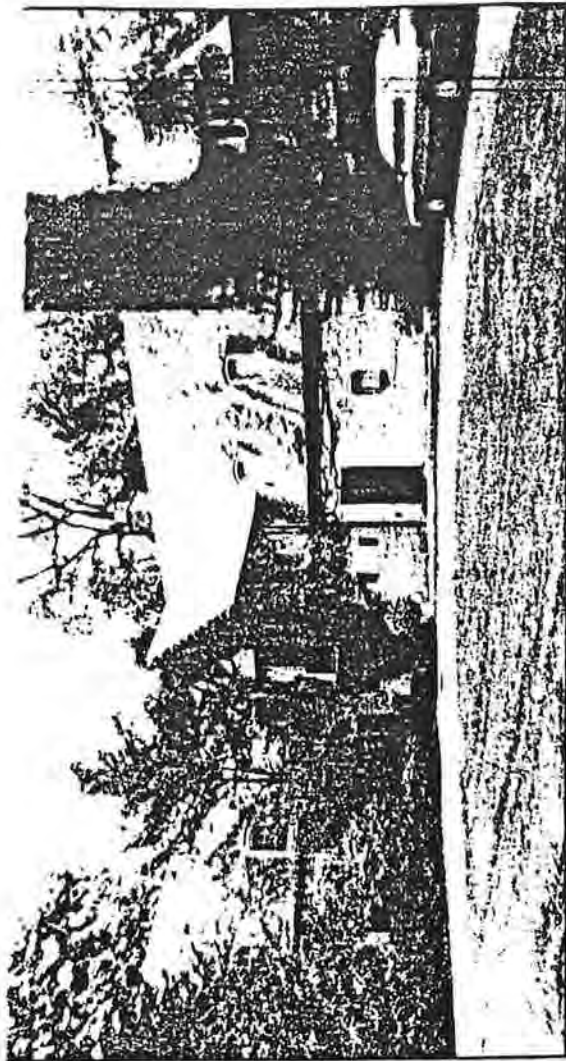
Frost was probably Birmingham's most prominent architect, says Max Horton, a member of the historic commission.

Mayor Henry Forster says, "There is a premium attached to a Wallace Frost home on the market."

Frost dabbled in various styles.

Ten of his homes are a contemporary style, according to local architecture buff Bruce Brooks, who

See ARCHITECT, Page 9A



Staff photo by Dick Hunt

Noted sculptor Marshall Fredericks' home on Lake Park Drive in Birmingham was designed by

Continued from Page 1A

once lived in a Frost home that was a French Norman country style.

Brooks says a typical Frost home is of French colonial or country style, although many people use the label of Tudor for some of them. He made use of curved gables and heavy door and window lintels.

In the earlier days of his work, he used more brick and stone, and the homes were of a "grander nature," Brooks says.

After he moved to California, his style changed to a more Spanish influence.

Frost was influenced by Albert Kahn, for whom he first worked on his arrival in Michigan from Pennsylvania, and by French architect Paul Krut.

Many of the city's Frost homes have had alterations since they were first built.

Marshall Fredericks' Frost home is about 55 years old, has four fireplaces and is built on several different levels connected by a series of small staircases.

It is mainly constructed of stone, and has reinforced concrete floors, a feature that Fredericks believes is the first in the area. He has lived there 30 years.

Fredericks says, "It is a very liveable and warm home, extremely comfortable. That is one of the assets of a Frost home, his ability to make a warm, friendly atmosphere. Frost was a master of detail and always adapted a home to the site on which it stood."

Fredericks speaks highly of Frost's fidelity to the classic styles in his earlier days. Later, he adopted

more modern styles.

If the city designates Frost homes as historical buildings, it would be unlike other such designations.

Any future major alterations of a Frost home would mean the homes would be removed from the historically designated list.

Usually, the historical designation restricts what owners can do in alterations, modifications and renovations. Prior permission also must be sought from the Review Commission.

In the case of the Frost homes, review commissioners and city commissioners agreed that a list of acceptable alterations and guidelines be drafted, so that homeowners would be aware of how much work could be done before jeopardizing the historic designation.

Frost grew up in Pennsylvania and started studying architecture at the University of Pennsylvania. He fought in France in World War I and lived in Italy during the Depression.

He moved to Michigan, then to California and then back to Michigan, settling in Birmingham.



WALLACE FROST

Patriot

THE ARCHITECT'S ARCHITECT:
A CONSTANT INSPIRATION
pages 1, 6 and 7
CITY MANAGER SETS TONE FOR '77
page 2
BIRMINGHAM IN STITCHES
page 5
HOME IS WHERE THE HEART IS
Special Home Section

Wallace Frost: Appreciation of Houses

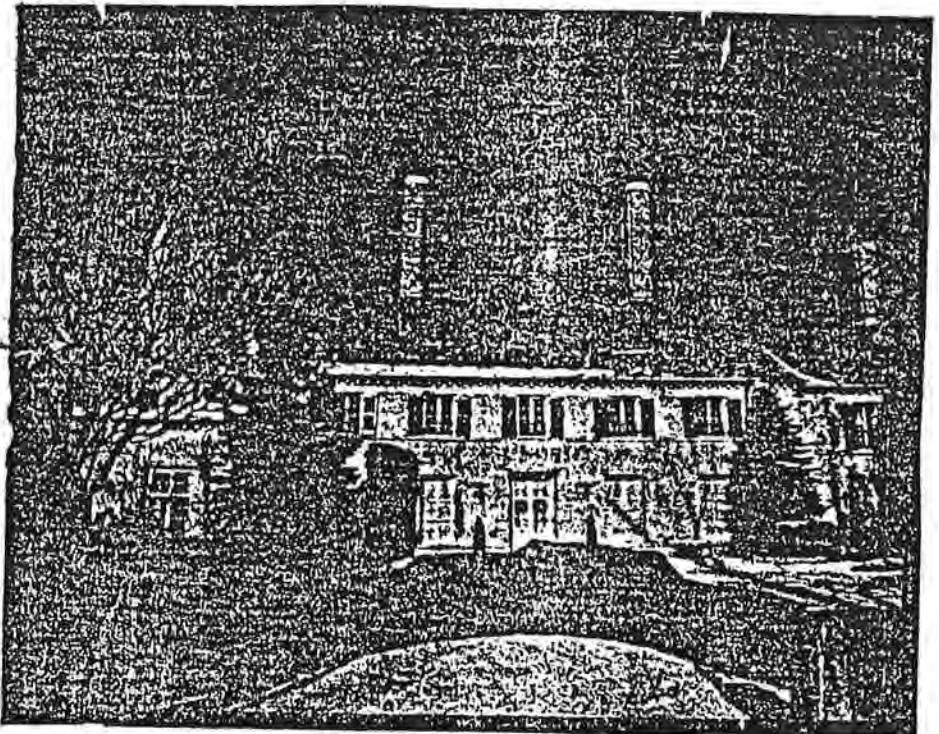
When historic districts for Birmingham were proposed to the City Commission in the fall of 1976, the criteria suggested for "historic" buildings concerned were mostly nineteenth century Victorian structures plus "houses designed by Wallace Frost." The historic district study committee was later persuaded to omit the Frost houses, because many are located on narrow private lanes scarcely able to accommodate the traffic of visitors that a proclaimed historic district would draw. But fifty years after he first began practicing in Birmingham, the reputation of Wallace Frost is still growing.

Frost's career coincided with the coming of large suburban houses to Birmingham, belonging to well-to-do executives of Detroit companies. Before the 1920's, Birmingham was still largely a village of plain Victorian farmhouses. The splendid houses of the 30's in Birmingham were not quite mansions, but with more moderate scale and richness, they imitated the mansion showplaces being built in Grosse Pointe and Bloomfield Hills for auto company presidents. These fine houses of Birmingham today appear to be the first generation of old houses in the Detroit area that does not seem destined to a period of neglect and blight, as fine homes of the turn of the century period and before have been.

The first three decades of the twentieth century were still a time when an architect could make a name for himself and a comfortable living from a practice based on the design of homes alone. Frank Lloyd Wright in his early career is one of the best examples that comes to mind, but there were many others who worked in the more traditional styles that prevailed.

Design in this time was largely pictorial, and the best work was not ashamed to be a sort of stage

Continued on page 6



Photography by Steve Benson

Houses

Continued from page 1

setting. Forms were by and large derived from historical precedents such as colonial houses or English Cotswald cottages. Other than visual rules that came from these historical forms, there were few theoretical treatises being written, which baffles a modern historian accustomed to the more recent writings of Wright, Gropius and Le Corbusier.

Above all, an architect was trained to observe materials and textures and to draw suitable illustrations of what he observed or what he proposed to design.

Frost came to Michigan in 1919 from Uniontown, Pennsylvania. He had already studied architecture at the University of Pennsylvania. This was a school much influenced by the imaginative work of a Philadelphia architect named Wilson Eyre who built upon loosely medieval forms with his own inventive detail added. Detroiters may appreciate Eyre's work in the shingle-style Charles Freer house of 1890, now the home of the Merrill Palmer Institute.

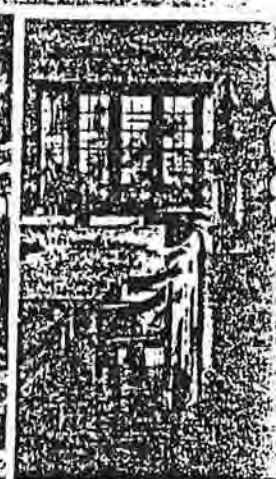
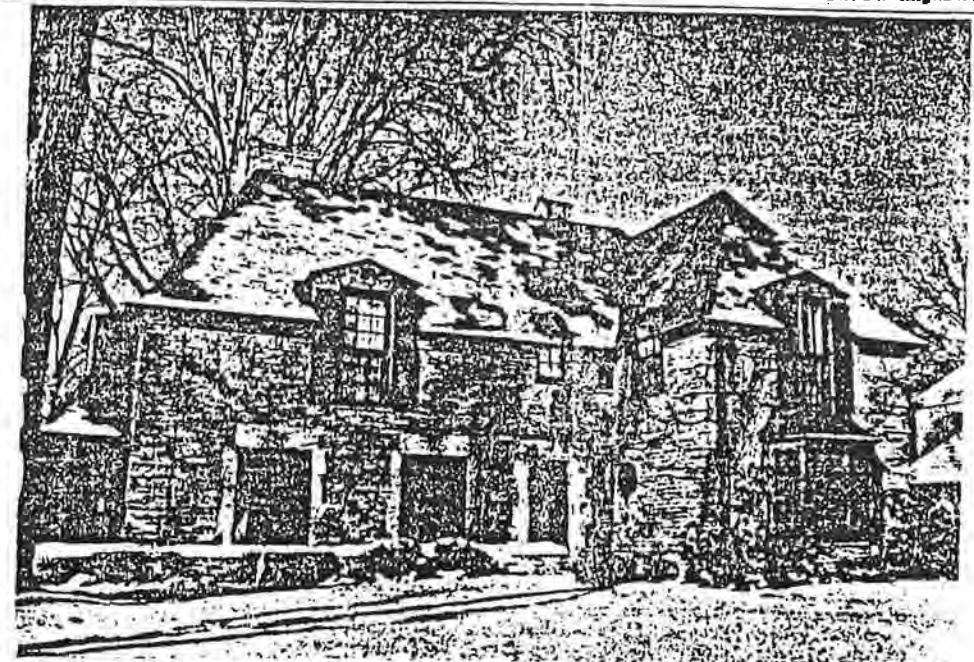
In Detroit, Frost spent six years working for the firm of Albert Kahn. Kahn is best known for his innovative industrial architecture, but his practice extended to all types of buildings. During these years when Frost worked for him, for example, Kahn was designing the Grosse Pointe Farms mansion of Edsel Ford, client and architect having previously visited the Cotswald country for inspiration. It is hard to say that Kahn's English designs influenced Wallace Frost, any more than one can insist that Wilson Eyre influenced him. But Frost was to design a rather similar medieval house in slate and stucco for Julian Bowen in Grosse Pointe soon after he opened his own practice in Birmingham in 1925.

Frost's new practice attracted other commissions or houses in Grosse Pointe or Detroit's Indian Village, but most of his work was to be in the vicinity of Birmingham and Bloomfield Hills. For himself, he built a small English yeoman's cottage above a wooded ravine just north of the heart of Birmingham. This house shows the same attention to subtleties as before: the edges of the gables are gently curved, and the door and window lintels are stained timbers taken from a demolished flour mill in Birmingham. Rather startling to a visitor, however, is the masonry of white painted exposed concrete block without a facing of stucco. Frost went on to design a neighborhood of houses along the ravine, generally in the same manner.

The English medieval form of house had an informal, rambling manner that seemed more congenial to modern living habits than the colonial fashion that otherwise prevailed. Colonial houses were inhabited with center halls and formal furniture arrangements. Architects of the 20's also liked medieval fashions for their picturesque massing and ribbon windows. Frost had mastered the art of designing windows that looked small but "worked" in terms of light and air. But some clients found medieval houses too dark and drafty. In the late 20's, Frost combined the best advantages of both colonial and medieval styles in designs adapted from the French countryside ("French Provincial" conjures up an image too recent and too bland). It was a formal manner softened by picturesque features that offered the architect a lead to inventive design.

In a house Frost designed for a Quorton Lake site in Birmingham, the inspiration seems French, although not precisely so. Capping the tan stone walls is a cornice of red brick dentils, a rather startling combination of materials. One side of the massive chimney curves down to embrace a dormer window in the roof. The house terminates in a brick wall with a single great arch for a screened-in porch. The details are hardly from historical sources, but they seem very compatible with the forward wing and other portions one can identify as "French."

More precisely true to historical precedent is "Lake End" the house Frost designed for Mr. and Mrs. Edgar Thom in Bloomfield Hills in the early 30's. It is one of the most impressive houses in the Detroit area. Frost visited France with these clients on sketch and study buildings. Indeed, the house feels as if one has just stumbled into a corner of France. The house, itself, is severely formal in its



Photography by
Balthazar Korab

setting overlooking the lake, and any architect would have been proud to claim such a mansion. But it is the gatehouse and walled forecourt with its foundation that makes the house outwardly so remarkable. The whole image bursts unexpectedly upon the motorist beyond a hill after a turn in the road.

"Lake End" was completed during the deepening Depression years. For an architect in his productive early forties, the Depression and the war years that followed should have stifled his career. In 1933 Frost left Birmingham to live in Santa Barbara, California. It was that part of the country which was most receptive to the new "International Style" from Europe, but California architects were softening its severity with the warmth of their own traditions. With his own sensitive feel for materials and proportions, it is understandable that Wallace Frost would be sympathetic to the California trends. Frost was one of the few architects trained in the traditional disciplines who could take up modern design successfully. But it was his previous experience in his Birmingham work that perhaps explains why he could improve upon the California practice when he returned to Birmingham in 1938. Further east along the plateau from his own house of the mid 30's, Frost built himself a new house beside three similar ones in 1940-42. Both Frank Lloyd Wright and Alden Dow had already designed new houses in the metropolitan Detroit area, but

Wallace Frost perhaps became the first Detroit architect to design innovative modern houses. These four houses today do not seem as dated as flat-roofed "International Style" houses of the thirties usually do. They combine flat roofs with gently sloping planes embracing massive chimneys. Instead of traditional picturesque houses, one might say these are modern picturesque ones. The new Frost houses have not completely suppressed decorative detail as was expected of modern houses, for here and there one sees the same brick dentils of a cornice line, in white painted masonry this time, and windows formed of geometrical apertures in the walls. Inside, as before, there are changes in the level of floors and ceilings, according to the size of rooms. One of the residents aptly compares this "cubic space" to the square footage of traditional two-dimensional plan designs. The houses are tightly compressed in small lots, but are sited to enjoy the freedom of more distant views beyond their property lines.

In his newer house in Birmingham, at the age of nearly seventy, Wallace Frost passed away on a Sunday morning, June 24, 1962. Mrs. Frost continues to reside in the house. In his long career, Frost greatly enriched Birmingham with the creative range of his whole work. And for Birmingham, he was the pioneer architect in a town which has since come to be home to many of the best known architects of Michigan.

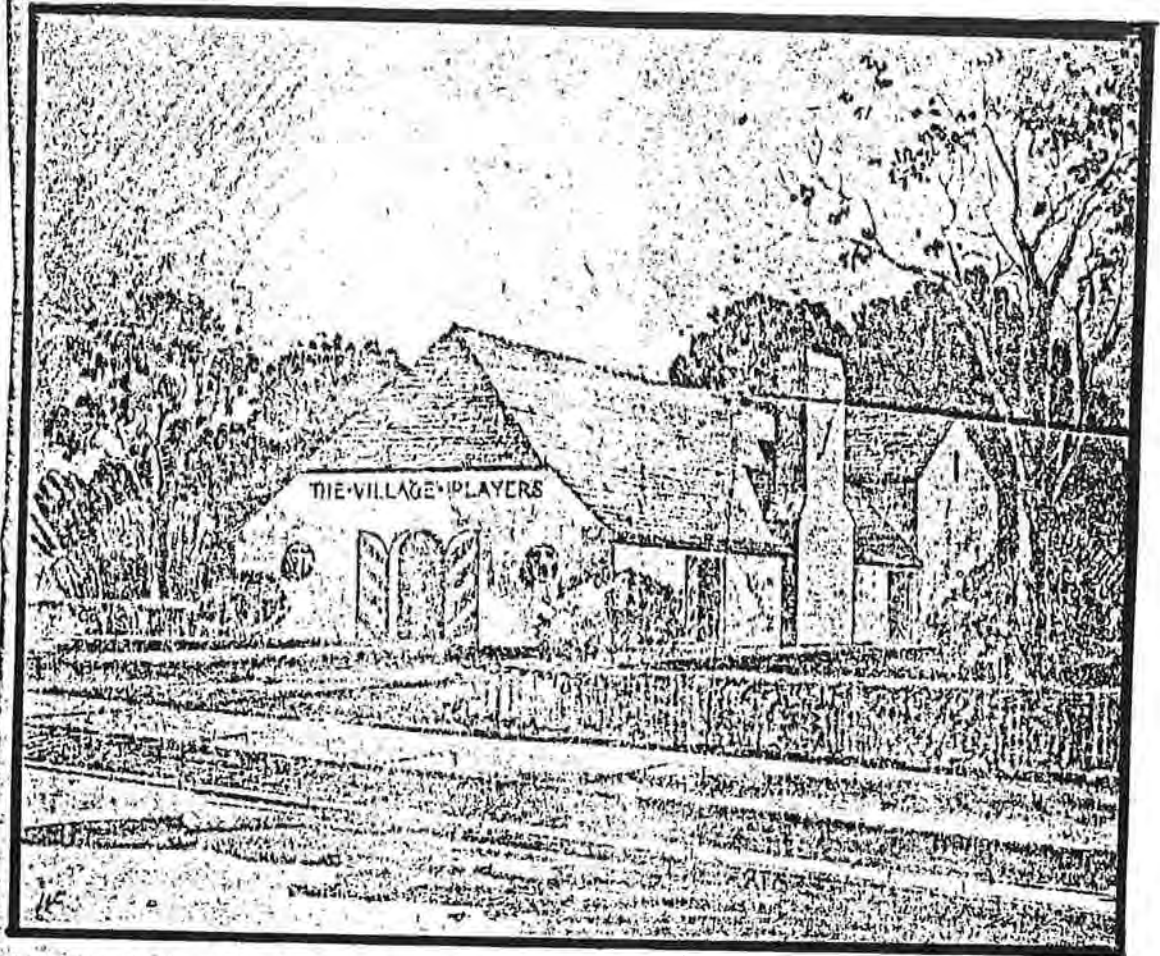
by Peg and Gordon Hugbee

Birmingham Eccentric

"For a Bigger and Better Birmingham"

BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, THURSDAY, MAY 6, 1926

Architect's Plan Of Theatre For Village Players



Above is Wallace Frost's, local architect, conception of the kind of a playhouse that is suitable for the needs of the Village Players, local amateur theatrical organization. Without doubt this unique edifice will be constructed some place in Birmingham this summer, ready to be opened next October when the Players begin their next season.

At the regular meeting of the Players last Saturday night at the Community House, Waldo Fellows, president of the organization, told 80 members present that the old Town Hall, given to the Players some time ago, was found to be in such aged

condition that it could not be moved with any degree of satisfaction. He recommended that the Players consider a brand new building, at a cost not to exceed \$10,000.00, to be paid for by individual subscriptions from the membership.

The home of Connie and Helen Bouchard on Tooting Lane is the first house built by architect Wallace Frost. The 1921 structure was home for Frost and his wife, Grace. The Birmingham architect died in 1962.



Architect's reputation keeps growing among owners

By Helen Niemiec
staff writer

Some "Wally" owners knew architect Wallace Frost personally, others knew of the Frost reputation and yet others "lucked" into their houses.

But all agree that the architect designed interesting houses.

Common threads wind through the 39 identified Frost houses in Birmingham: floor to ceiling bookcases or nooks, large fireplaces, pegged oak floors on the main level, catwalks or "windows" in a second story room that overlook spacious living rooms and "tiered" styling that requires several steps up or down to access garages or basement landings from the main hallway.

Frost also had a quirky dislike of uniform ceiling heights. Living room ceilings were high, but dining room and hallway ceilings might only be seven or eight feet high. Coved ceilings are the hallmark of the second story.

THE VERY FIRST Wallace Frost house is located on Tooting Lane, built for the architect himself. The house features a "cross" design, with a hallway that allows access to rooms without having to cut through other rooms.

Connie Bouchard and his wife, Helen, have owned the house for 40 years and are the fourth owners.

"It's very special," Bouchard said.

Harah Frost, granddaughter of the architect, lives in one of her grandfather's later creations on Bonnie Briar. The house was built in 1941.

"The site is really exceptional," Frost said of her house. "It looks out on a sort of wild area. The staircase

Please turn to Page 6



The use of multiple levels that Wallace Frost liked to employ are evident by looking at the windows in this house on Lakeside owned by Dale and Randi Watchowski.

Architect's reputation grows among homeowners

Continued from Page 3

in the center of the house affects the entire design."

The relationship between outside environment and house were integral in Frost's designs, biographer John Richardson told the Birmingham Historical Society in 1981.

HARAH FROST LIVED in Birmingham with her grandparents until she was 7 years old and then moved west with her parents. Wallace Frost died when she was 12. "I never saw him working or talking about architecture," Harah Frost said.

But she is pleased with "the emerging kinship" that is forming with Wallace Frost homeowners.

Connie Barnes and her late husband moved into their Rzedall Court house in 1935, seven years after it was built. The Barneses were the fourth owners, with others having left the house because of the economic conditions from the Depression, Barnes explained.

"I liked the home and I didn't know anything about it," she said. "I liked the arrangement. It has a tiled entrance and a most unusual thing — a sunken bath tub on the second floor because of the slant in the roof."

The house is a French farmhouse style and has four bedrooms and two baths, one of the larger Frost homes.

BARNES BECAME acquainted with Wallace and Grace Frost after moving into the house. The Barneses and the Frosts shared mutual friends.

"He was a very quiet man with a good sense of humor," Barnes said. "He was very clever in his conversations but didn't talk about his work."

Barnes is still quite taken by her house and refuses to make any renovations for fear of disturbing the original plan.

Randi and Dale Watchowski

moved into their "Wally" on Lakeview three years ago and didn't know who Frost was.

"I wasn't sure about the house. I walked in and walls were painted black and there was shag carpet on the floors," Randi Watchowski recalled. "But there was a special feeling about the house."

The couple purchased the house and then started an extensive restoration project — changing walls to off white, removing the carpet to show the oak floors and using period light fixtures and accents to enhance the 1928 structure.

WITH THE RESTORATION

work, Watchowski started to research Wallace Frost to get more information about his background and style.

"I found one book where he was listed as a quintessential architect, along with Frank Lloyd Wright," she said.

Her living room has two recessed niches on both sides of the fireplace and a built-in bookcase on a sidewall. A timber piece — a common Frost design element — stretches across the width of the fireplace.

"Some of the timbers had come

from the old mill pond," Watchowski said.

The Birmingham Historical Commission recently completed a videotape of the houses and the history of Wallace Frost. It will be available for viewing after city officials approve a Wallace Frost report next month.

"The copy is available at the (Baldwin Public) library," said Max Horton of the Birmingham Historical Commission. "The homeowners have been very enthusiastic about this entire process. And they like getting together to discuss the good and bad points of their houses."

Tie that binds

'Wally' signature puts Frost homes in a class of their own

By Helen Niemiec
staff writer

Nearly a decade before the Great Depression, architect Wallace Frost envisioned a house that would emphasize living rooms, inviting entry halls and fireplaces.

At the same time, Frost's kitchens were small and ceilings outside the living room were rather low.

Owners of the "Wallies" say the houses are mixed blessings when it comes to decorating, but they have a personality unique from other houses.

The affection homeowners have for the Wallace Frost creations has started to snowball into a quasi-neighborhood association. Though there are 39 houses scattered throughout Birmingham, the "Wal-

lace Frost, architect" signature on the original plans is the tie that binds.

The 39 Wallace Frost-designed houses in Birmingham are getting an extra measure of attention, as the historic design and review committee nears its goal of presenting certificates of authenticity to each owner.

The homeowners are not seeking an official historical designation. That type of designation would require that homeowners seek approval from the historic district and design review commission before any interior or exterior improvements are made.

THE HOUSES, built between 1921 and 1951, generally are clustered on streets in Quarton Lake Estates and Poppleton Park, though the last Wallace Frost house was built on Northlawn.

The Uniontown, Pa., native attended the University of Pennsylvania's school of architecture, leaving in 1917 after three years of study because of World War I.

During the war, he served in the construction division of the military aviation section in Washington and in 1919 he settled in Birmingham and worked for the noted Albert Kahn architectural firm in Detroit.

The first Wallace Frost house was built on Tooting Lane in 1921. Frost built the house for himself and his wife, Grace. Even the first house caused ripples in the architectural community, as it was the first residence made of cement block.

"WALLIES" ARE divided in look, with more traditional looks in houses built before Frost's extended stay in California in the late 1930s. Houses built in the 1940s and early '50s are more contemporary looking.

"The early houses have steep roofs and a French look. There are some Dutch colonials and a few remiscient of American colonials, though those are rare," explained Max Horton of the Birmingham Historical Board.

"After his trip to California, he picked up on the style there. The houses built after had much flatter roofs and floor to ceiling windows. The brickwork and detailing in the early homes carried over to the later ones as well," Horton said.

Randi Williams Watchowski, a Frost house owner, said the uniqueness of his designs rates Frost as one of the area's premier architects.



A "window" in a second story room affords a view of a typical Wallace Frost house — high ceilings, timber beams and built-in shelves. Owner Randi Watchowski calls the layout "cozy" and "definitely something special."

Please turn to Page 6

Birmingham Eccentric 1/30/92
page 1 of 3

Frost designed homes have a charm all their own

Continued from Page 3

"HE DESERVES recognition," she explained. "His homes have beautiful characteristics."

City planner Patricia McCullough is compiling all information on Frost and his houses so there is a complete history available.

A report will be given to the Birmingham City Commission, which ultimately will decide how the Frost houses are recognized.

The goal of the report, McCullough said, is twofold, first, to identify and recognize Wallace Frost as a significant person in Birmingham history and, second, to identify those Birmingham houses that Frost designed.

"Because of his popularity in the late 1920s and early '30s, his design styles are mimicked in other homes," McCullough explained. "But the interior holds the key. You can

tell a Frost house when you walk into one — he loved big spaces, big living rooms and big dining rooms. He was very much into the living area."

The historical group has tried for more than two years now to have the Frost houses recognized, though Horton explained that interest in the project "has snowballed" in the last three or four months.

THE HISTORIC Plan and Review Board held a special meeting in mid-January, trying to get together as many Frost homeowners as possible. Despite the foot of snow that had fallen the day before, about 30 made it to the session. The two-hour meeting featured the owners talking about the particular characteristics of their houses.

"It's nice to see the interaction between the homeowners," McCul-

lough said.

The influence of Wallace Frost isn't confined to Birmingham houses. There are approximately 25 other Frost-designed houses in Bloomfield Township and Bloomfield Hills. Outside of the immediate area, there are two "Wallies" in Detroit's Palmer Park and Indian Village, and a number in Colorado and California.

Several wealthy families were taken by the Frost creations and commissioned family houses by the Birmingham architect. He designed homes for Bruce Anderson (son of R.E. Olds) near Lansing, and the Powers family in Ann Arbor, of University Microfilms fame.

The Village Players of Birmingham building also is a Frost design.

He also designed the original Forest Lake Country Club in Bloomfield Township.

The two structures were built in the mid-1920s and both have been enlarged from the original design.



STEPHEN CANTRELL/staff photographer

Randi Watchowski stands in the doorway of sports not only a cedar covered entrance but her front entrance. The Gothic-styled entry also a Gothic-shaped door as well.

Birmingham Eccentric 1/30/92
page 3 of 3



MICHAEL S. GREEN/The Detroit News

"His homes are domiciles. . . . Every day I find something new to enjoy," said Marshall Fredericks, who lives in this Frost home.

Final recognition, at last

■ **Unique:** City honors the late architect Wallace Frost by giving homeowners certificates of pedigree.

By Rebecca Powers
THE DETROIT NEWS

Architect Wallace Frost, who put his trademark touch on 39 Birmingham homes, is finally getting his due.

For the past year, the Birmingham Historic District and Design Review Commission has been studying the residential works of Frost, documenting the various design influences during his 42-year career.

Next month, the city will present owners with a certificate verifying the Frost pedigree of their homes.

"Frost homes are different than the houses going up now that are just so many boxes transferred to plywood," said Birmingham sculptor Marshall Fredericks, who lives in a Frost home beside Quanton Lake.

"His homes are domiciles. You get attached to them. Every day I find something new to enjoy."

Because Frost studied at the University of Pennsylvania under Paul Philippe Cret, his ear-

ly design influence was French.

Frost was brought to Detroit in the 1920s by Albert Kahn, who designed several notable Detroit landmarks, including the Fisher Building.

Early Frost houses, circa 1925, have a farm colonial look. Later, the French influence from Cret appeared.

In the mid-1930s, after spending time in California during the Depression, Frost returned to Michigan and, until his death in 1962, built several homes with a Spanish contemporary look.

The architect's granddaughter, Hanah Frost, lives in one of the Birmingham contemporaries.

"I was in this house at ages 6 and 7, and it has effected my dreams ever since," she said. "I have the most amazing sort of spaces in my dreams."

In her home, the spaces include 14-foot-high ceilings, a curved glass wall and a curved staircase at the center of the house.

She described Frost's homes as exhibiting joy of design.

That pleasure of architecture is evident in Fredericks' house where a hidden spiral staircase leads from the living room to the master suite.

"The original owner told me he liked to slip down into the living room and read in his pajamas," said Fredericks, who has lived in the home for 40 years.

There are other eccentricities.

"Frost doorways are not just rectangles,"

Fredericks said. "He seemed to be able to individualize everything."

Bruce Brooks, who once lived in a Frost home on Wimbelton in Birmingham, helped the city compile background on Frost.

"He had a way of presenting the house so that when you entered it, the space was confining. Then the rooms opened up from there."

Other signature Frost details included peaked roof lines, detailing under the eaves and changing from brick to cinder block at the corners.

"He used yellow pine on the floors, alternating seven- and nine-inch planking," Brooks said.

While living in California, Frost built a home now owned by conductor Zubin Mehta, Brooks said. That home was featured in a 1985 issue of *Architectural Digest*, which described the house as reminiscent of a Provencal manor.

Frost's only child, Jon Frost, who is a rancher in Pueblo, Colo., describes his father as a "kind person who was somewhat arrogant in his ideas of architecture."

"He and Frank Lloyd Wright did a lot of arguing," the younger Frost said. "He felt Mr. Wright did too much advertising of himself."

"Another thing that galled him was when someone came in and wanted him to build a home. He said a house is something you build. A home is something your family creates."

The Detroit News 12/22/91

page 1 of 1

Tour stars 'little house' for big need

by LINDA LaMARRE
Iowa Staff Writer

"Why can't people live as informally in the city as they can in the north woods?"

"They can."

"I'm glad, because that's what I want to do."

That exchange — or something like it — occurred 39 years ago between Irene Murphy and architect Wallace Frost.

As clearly as Mrs. Murphy can recall, it amounted to the sum total of the specifications she gave Frost, who now is deceased, for the design of her home.

ACCORDING TO THE Detroit chapter of the American Institute of Architects, Mrs. Murphy's house, located in Birmingham, probably represents the "first serious modern residential design" by a Detroit-area architect.

As such, the institute is featuring her house and five others on its first architects' house tour from noon to 5 p.m. next Sunday.

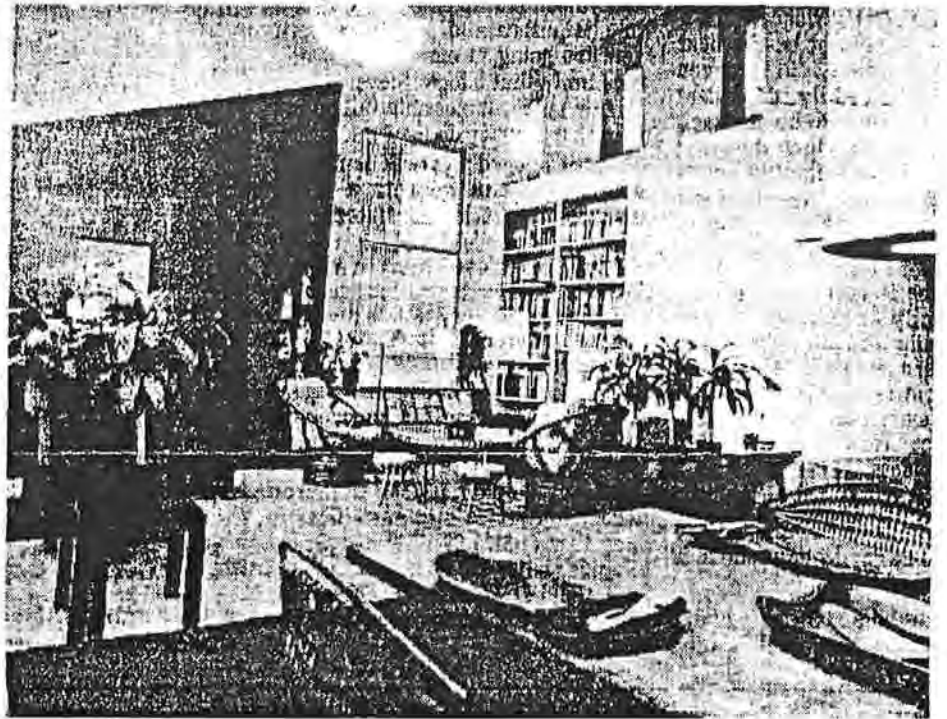
Mrs. Murphy says that Frost looked upon her house as a "guinea pig," a challenge to see how much space and romance could be achieved in a little house.

The experiment has proved successful. From the time Mrs. Murphy, her young daughter, sister, housekeeper and housekeeper's granddaughter moved into it in 1940, it has met a variety of needs.

"HE PROVIDED secret places my daughter enjoyed as a young girl and teen, endless nooks for hobbies, so you don't have to spread everything on the dining table, and little places for sewing, writing and business, so you don't have to clean up every night," she says.

Mrs. Murphy's demands on a living space are many.

The house had to accommodate art, collections and the furniture she acquired in Manila during the time she lived there with her



BY DUANE E. BELANGER OF THE

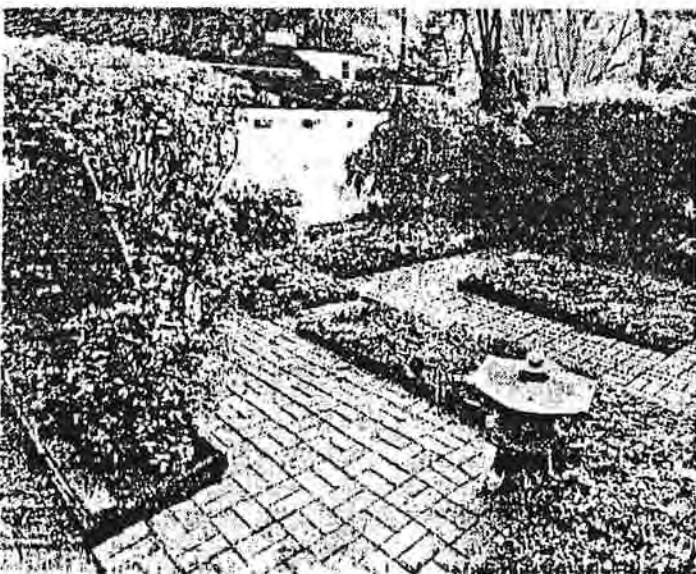
SURPRISE — Spacious, two-story high living room extending off small, low-ceiling entry foyer is among architectural "surprises" employed by late architect Wallace Frost. Rice paper temple lanterns between shoji screens light balcony above bookcases.

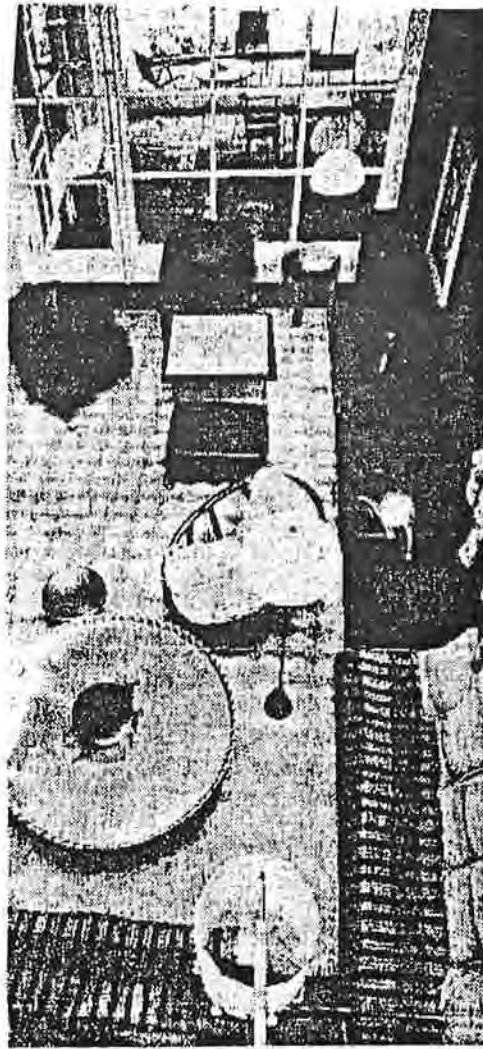
brother-in-law, Frank Murphy, governor-general to the Philippines from 1933-35 and Michigan Governor from 1937-38

Mrs. Murphy, who was widowed in 1936, was later appointed social affairs officer by the United Nations and, with government funding, worked with Cranbrook artists in developing Philippine arts and crafts for export.

THE HOUSE ALSO has provided office space for the import/wholesale business, dealing largely in Philippine-made goods, she has operated for 24 years, for her work as University of Michigan regent (she is now a regent emeritus), and for her writings and those of her sister, Helen Ellis, a retired

Continued on Page 5D





BY DUANE E. BELANGER OF THE NEWS

OVERVIEW — The living room (as seen from balcony). Two-level deck addition beyond window was designed by Finnish architect Olav Hammarstrom.

Tour a 'little house' made for big needs

Detroit librarian and expert on Michigan during the Civil War.

It looks from the approach like a one-room garage home, but visitors will be surprised to learn it contains approximately 2,000 square feet, three floors, four bedrooms, two bathrooms, three walled gardens and a partially covered, two-level deck on a lot just 50 by 120 feet.

The lot, with three others containing Frost-designed homes, is located at the end of a secluded Birmingham lane where trees, shrubbery and ground plantings create pleasant vistas and all the privacy of a tropical rain forest.

"He told me to get as little land as you can as long as you can control the view," says Mrs. Murphy. "He told me to build your house all over the land, with 'human dimensions,' so that it doesn't look like you couldn't go out, walk over and touch something.

"It's just the kind of house that people want today."

OTHER ARCHITECTS' homes on tour are the Affleck house designed by Frank Lloyd Wright in 1941, located in Bloomfield Hills and a gift this year to Lawrence Institute of Technology; private residences designed by Sigmund Blum (1971) in Franklin and Peter Else (1970) in Bloomfield Township; a contemporary addition to a traditional home by Ed and Betty-Lee Francis (1974) in Franklin and a Birmingham cluster house by Carl Luckenbach (1962).

Tickets are \$7.50 and include a map and brochure. A bus ticket is \$3. Both are available by sending a stamped, self-addressed envelope to the Detroit chapter, American Institute of Architects, Beaubien House, 553 East Jefferson, Detroit 48226, or by phone at 965-4100.

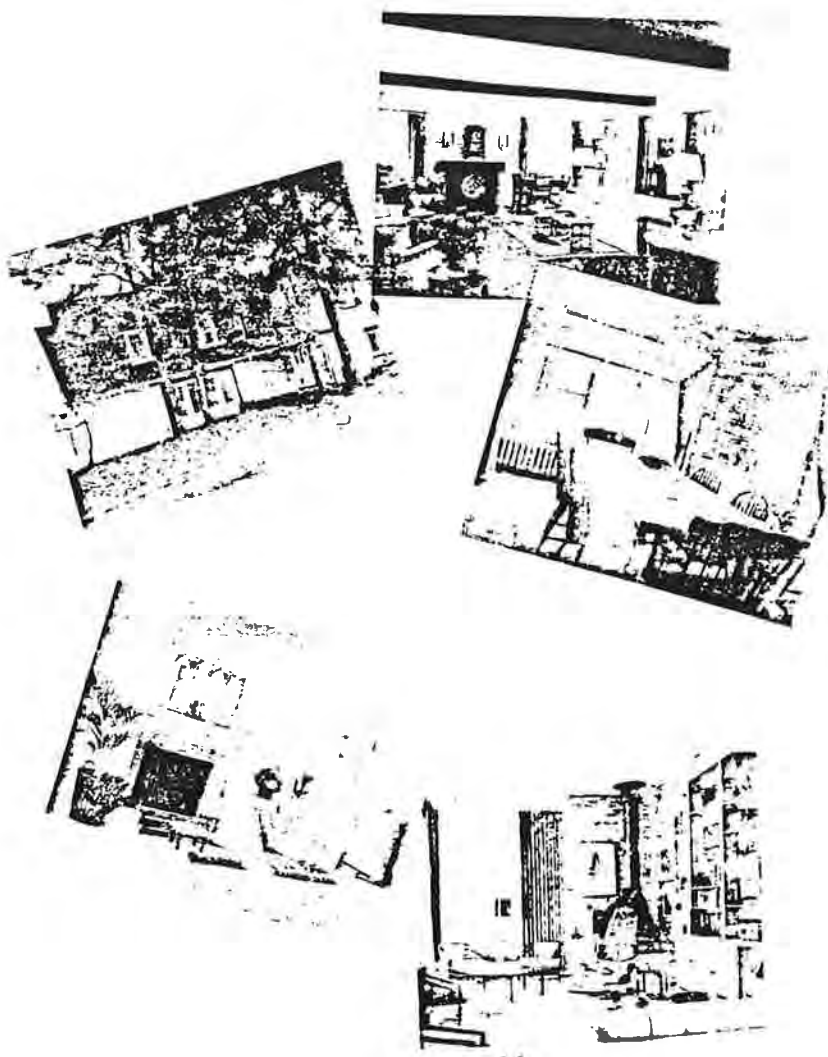
On tour day, tickets may be purchased at the Great American Building Concourse, 280 North Woodward (at Oakland) in Birmingham. Children under 12 will not be admitted, nor are cameras permitted.

EARLY or LATE, Frost Houses are Warm and Charming

by Julie Candler



Photo of architect Wallace Frost, courtesy of Frost family.



Design elements of some Frost homes. Photos courtesy of homeowners. Mark Arpin photographer.

Tucked in among the trees and greenery of Birmingham, sometimes down lanes hardly anyone knows are there, are about 50 houses that are different from the rest. They are architectural gems, so full of charm and personality that anyone who knows about architect Wallace Frost can recognize them as his work.

From the '20s until his death in 1962, Frost designed houses that nestle into their sites as if nature had intended it that way. The architect once said that his goal was to achieve "a feeling of joy." Occupants of his houses say he succeeded.

Connie Bouchard and his wife, Helen, call their house "Wallace Frost #1." Bruce Brooks, Birmingham resident who has researched the Frost works, thinks it is the only one inspired by an English yeoman's cottage. Most of Frost's early houses borrowed from French country residences.

Frost built the Bouchard house, at 576 Tooting Lane in Birmingham, for himself and his wife in 1922. It was the house her husband liked the best, Grace Frost once told Bouchard.

"This was the first house to be built in the Midwest of cement blocks," says Bouchard, referring to the architect's frequent use of the white-painted blocks.

There's nothing symmetrical about this house's low rectangular exterior. Stone steps descend from the sidewalk toward the front door. To a visitor's left is a long section that houses the living room, with dormer windows on the roof above it. To the right of the stone walk, a smaller section of house extends toward the street. It contains the entrance foyer and a small den.

The front door is at right angles to the house. Beside it is a white-painted, wooden bench. Another section to the right of the entrance foyer and den contains the kitchen and a two-car garage (originally one-car).

"We absolutely love the cross-shaped floor plan of this house," says Bouchard, who has lived in it 40 years. "You don't have to go through any other room to get to a room."

Like many Frost houses, the far wall of the big living room (22 feet x 34 feet) features a large fireplace. In some of the structures, fireplaces are massive. Windows are the casement type and sectioned. A long bay window looks out on Tooting Lane and another big window on the opposite side makes the room part of the woody scene behind the house.

"He seemed to do as much as he could to use light," says George E. Eads, who once lived in a Frost house at 691 Pilgrim. "Winters are dark. In all the Frost houses I have seen he built large windows on two sides of the living room. The living rooms are just absolutely beautiful."

Another feature of Frost houses, including the Bouchards', is massive wooden ceiling beams. They are 12-inch by 12-inch, Bouchard claims, and were taken from an old schooner being dismantled on the Detroit riverfront. Other owners say their similar wooden beams were brought from Oregon.

The room displays other Frost characteristics: recessed windows on either side of the fireplace, elegant woodwork, including floor-to-ceiling bookshelves along the wall near the entrance, and a lower level requiring a step down from the foyer.

"You get a great feeling when you go up the stairs of a Frost house," says Birmingham architect George Zonars, who particularly admires the earlier houses.

Upstairs at the Bouchards', there's a fireplace in the master bedroom. Frost designed the house with three bedrooms plus a two-room live-in suite for the servant. (In the '20s nearly every family had a maid.) A back stairway leads from the kitchen to the maid's suite, which was occupied by the Bouchards' sons. "Our boys liked those stairs because they could sneak out without our knowing it."

Most of the same features are in the Frost house occupied by Trudy and George White. It was inspired by the French country style.

"You know how most houses look terrible without furniture in them?" asked Trudy White, whose house was empty when she first saw it 22 years ago. "This house looks better without furniture. With all the nice architectural details, it doesn't need furniture."

Her husband adds, "You don't get bored with this house."

Trudy White agrees. "You go away and come back and you always feel like you are seeing home for the first time and you think what a really unique house this is."

The Whites' beamed living room is dominated by a huge copper-hooded fireplace. As he did with his first house, Frost made interesting use of levels to root the Whites' place onto its lot. There's a step down into the living room, and another into the kitchen. Two wide doorways off the Whites' living room are arched, another Frost signature.



In the upstairs hall, another Frost trademark is a door leading onto a tiny railed balcony, intended for shaking out the dust mop or airing bedding.

The dining room floor is laid with pegged oak planks of different sizes. Outside a front door displaying finely-crafted hardware hangs a handsome wrought-iron lantern. The thick door opens into an entranceway leading to a second door, which is the old-fashioned Dutch variety Frost favored. Either the top or bottom half can be opened separately.

"My husband likes to open the top of our Dutch door and tell Halloween trick-or-treaters that they broke our door," says Pat Coe, who lives in a more traditional Frost house with a Dutch Colonial look at 967 Rivenoak.

Coe's husband caught the spirit that Wallace Frost deliberately designed into the houses. "It was a feeling of fun and warmth," said John Richardson.

Richardson, who once lived in a Frost design at 715 Wimbleton, became so enthusiastic that he began assembling

material for a book about the architect. Bruce Brooks, former occupant of a Frost, collaborated with Richardson. Brooks can show you his photographs of every one of the architect's designs he has been able to discover.

Altogether, Brooks knows of 90 Frost designs around the country. A few are in Grosse Pointe Park.

It's not uncommon for the houses to sell even before the real estate company gets a call. Before the Brookses found theirs, Leslie Brooks identified Frost houses and began giving owners her name on the back of a recipe card.

Owner John Richardson heard the brick and stone French Norman house at 244 Wimbleton might be sold and called Leslie and Bruce Brooks. The Brookses made an appointment. They stepped into the foyer, took one look at the living room and bought the house.

"Wallace Frost was a charming, shy person, who loved people," Richardson told The Birmingham Historical Society in 1981.

Frost was born in 1892 in Uniontown, Pennsylvania and studied architecture at the University of Pennsylvania. His first job was as a civilian with the U.S. Army in Washington, D.C. during World War I. He worked with the well-known architect, Albert Kahn.

After the war, Kahn persuaded him to join his Detroit firm. Frost's job included work on projects such as portions of the General Motors Building.

Frost's great interest was in country homes, so he resigned and set up his own office in Birmingham in 1925. "He was sensitive to tradition," Richardson said. "He studied houses in Europe and gleaned many ideas there."

"He was a cosmopolitan man who was well-traveled. Not many architects were at that time," says Brooks. "He was influenced by Spanish, Italian, French and English houses, and mixed things he liked."

In 1928 Frost built the house at 244 Wimbleton where the Brooks family once lived. "He and his wife intended to live there," says Bruce Brooks. "By the time

they were ready to move in, the depression hit. The house remained vacant until about 1933."

Connie Bouchard says Frost also lost the house on Tooting Lane. "The bank auctioned it off for about \$3500," claims Bouchard. "Nobody could keep anything then."

That was when the Frosts went to live in Florence and toured and studied more houses, says Brooks. "You could live inexpensively in Europe."

When he came back to the Detroit area, there was no work, so he went to California and worked there until 1938.

"He came under the California Spanish influence and started to do contemporary houses when he returned here," says Brooks.

One of the contemporaries belongs to Edwin W. Deer, DDS, and his wife, Jean. It shows the California ranch influence, all on one floor except for a guest suite over the garage.

Dr. Deer says it was built in 1946 and was the first of the contemporaries here. The

house was a style all its own, with a modern look that seems timeless.

Instead of big sectional bay windows of the earlier period, the Deer house was unbroken panes of floor-to-ceiling picture windows looking out on the backyard pool. In place of a separate dining room, a section of the big L-shaped living room serves that purpose. The Deer residence has a large fireplace in the living room and a smaller one in the master bedroom.

Says Dr. Deer, "We wouldn't want to live anywhere else. Jean says the only way she's going to get out of here is when they wheel her out."

Another of the Frost structures in Birmingham is the playhouse of The Village Players at 752 Chestnut, where Frost was a member. The original entrance is concealed by the addition of a lobby. But the huge fireplace and the arched door to the theatre are among the telltale Frost signs.

John Richardson didn't write the book about Frost. After five years in Birmingham, he was transferred back to the West Coast. Bruce Brooks remains the community's authority. Whenever there's

doubt about the authenticity of a Frost house, they call in Brooks. "The houses are dramatic and dynamic. It's an identifiable style that reads so well you can pick it up," he says. He knows all the clues to look for.

Neither Brooks nor Richardson knew Wallace Frost. They became close friends with Grace Frost, a witty and charming woman who died two years ago. She helped them find and identify many of her husband's designs.

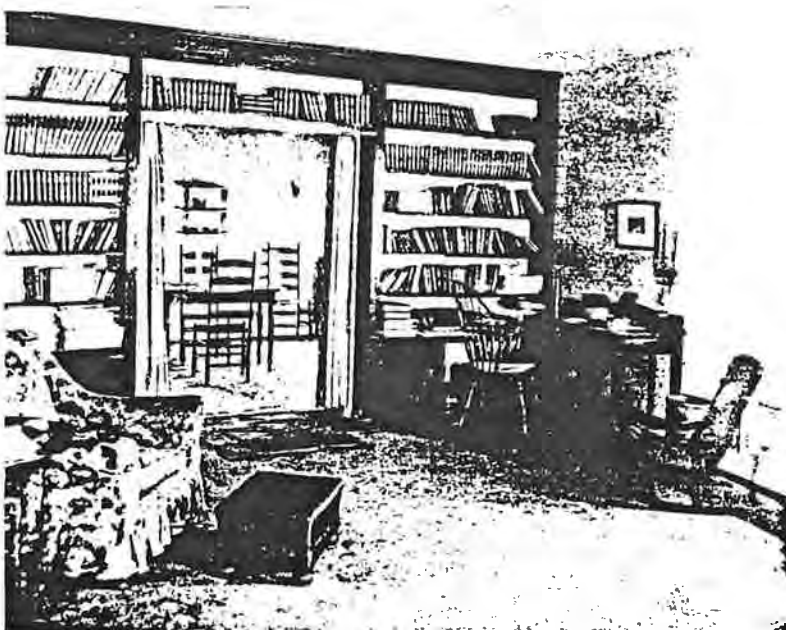
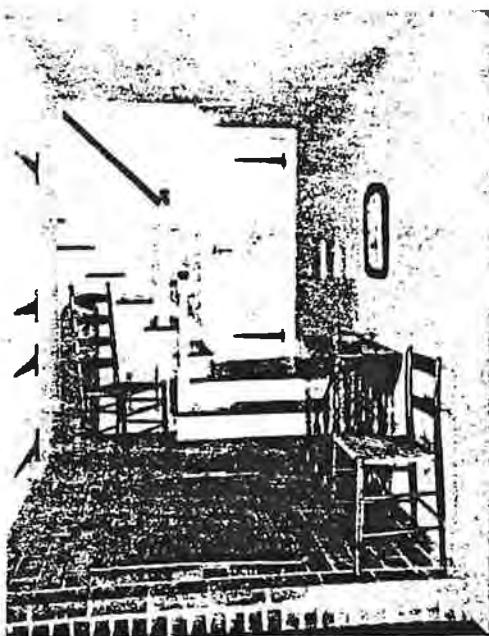
Once Brooks drove her by a house whose owners claimed a Frost heritage. Mrs. Frost looked and said, "No way that was done by him."

"He was a stickler for detail," says Brooks. "If you go inside there are some really telltale signs. He used the same suppliers and fixtures a lot. He was very precise in providing a quality and a feeling that makes the people in a house think about the architect and realize that he must have been a special person.

"I'm sorry," he says, "that I never knew the man." ■

The House of
Frederick E. Good
Buckingham Road
Birmingham

Wallace Frost, Architect

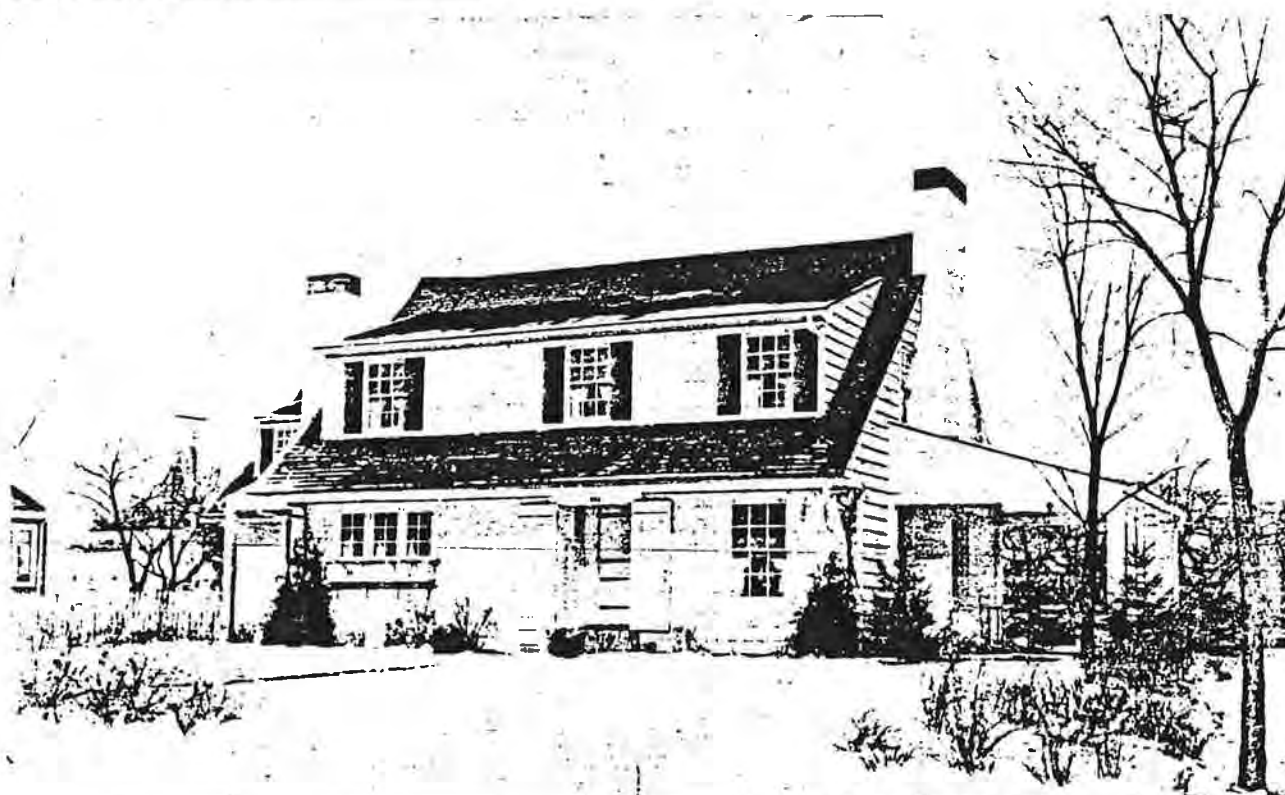


Above: Although the rooms are rather small they are given the effect of spaciousness by the wide openings between. The living-room and dining-room occupy the back of the house overlooking the garden.

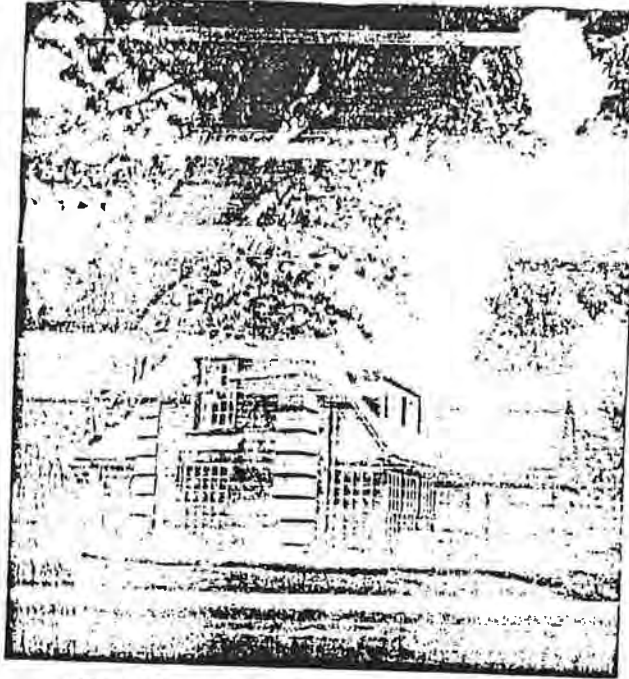
Photographs by T. Ellison

Left: This delightful little entrance hall sets the character of the house with its white board doors, iron hinges and fixtures and scrubbed brick floor. The front door opens in sections.

Below: The white clapboard house is Dutch colonial in type. Note the deeply recessed front door with its outer storm door and brick steps. Behind the open porch is a charming small sunken garden.



"LONG SEARCH ENDS HAPPILY"



A heavy growth of ivy had completely covered the beautiful exterior or detailing of this home designed by Wallace Frost.

Architect's name sold the house

Story: CORINNE ABATT
Photos: DICK KELLEY

Would you buy a house purely because it was designed by a particular architect? Many people would probably say no — price, location, size, style and condition would all have priority.

But those who search for and find Wallace Frost houses are a different breed. There's a magic about the architect who designed houses in the metropolitan area in the late '20s and early '30s that has a lure that equals great paintings, diamonds or Oriental treasures.

Finding a Frost home isn't easy; most sell before they ever go on the market. Leslie Brooks of Birmingham was aware of that when she and her husband, Bruce, used to talk about Frost in reverent tones. In her search, Mrs. Brooks took the most direct route. She identified the Frost homes in the Birmingham area in which she wanted to live and further refined her list to the ones she figured she and her husband could afford. Then she contacted the owners directly although none of the homes were for sale.

"I would stop by and leave my name on the back of a recipe card," she said. "My friends used to tease me saying I was getting a reputation as that crazy lady who was always putting messages on the back of a card that said 'from the kitchen of.'"

But she never had any luck contacting the people who lived at 244 Wimbleton although this happened to be a Frost home she and her husband particularly admired from the outside.

SHE DID LEAVE a card with another Frost home owner, John Richardson, and when he heard that 244 Wimbleton might be sold, he called the Brooks. She said Richardson understood her quest, he had gone through a similar hunt himself. When he was transferred to this area from California, he told his family the only solace for leaving the Pacific Coast sunshine would be to live in a Wallace Frost home.

Leslie and Bruce Brooks made an appointment to see the home on Wimbleton, stepped into the foyer, took one quick look at the living room and bought the house. They moved in last December.

No second thoughts — and no regrets.

"I saw that bay window in the living room and I knew my grand piano belonged there," Mrs. Brooks said. "Every morning when we get up we find something else to enjoy — it's like living in a dream."

All of the elements that characterize Frost homes of that period when he was taking his inspiration from European architecture — particularly French Norman — are present in the Brooks' home — fine woods, natural materials, many levels, imported hardware — the best of everything, plus charm.

All the dormers are insulated. The attic is plastered, all floors are hardwood. In the living room, all the natural wood beams around the fireplace are faced with copper.

One pleasing touch is that all of the brass hardware was imported from

(Continued on page 5A)

"FROST HOME ADAPTS TO MODERN LIVING"

(Continued from page 3A)
England — and in true Gilbert and Sullivan style, the couple have polished up the handle of the big front door — and many other doors as well.

When they took up the living room carpeting, they found an extra wide perfectly matched pine-board floor. The dining room floor is oak. Natural brick is used in the entryway. To add to the French Norman look, the architect used natural wood beams in the foyer. An arched doorway with a paneled cherry wood door leads down several steps from the foyer to the kitchen. A circular stairway leads from the foyer to the upstairs, and this one has a vaulted ceiling, another detail characteristic of Frost.

Mrs. Brooks said the rough plaster walls in the downstairs area are still in excellent condition after 52 years with only a few tiny cracks. Bay windows were another typical Frost detail and this home has one in the living room and another in the dining room along with other windows set deep enough for window seats.

WHILE THE basic structure was in excellent shape and had remained unaltered through the years, the minute the Brooks moved into the home, their efforts went into bringing the home back to as close to its original shape as possible. All carpeting was removed to expose the natural wood floors. All drapes were taken down from the paned glass windows and all paint removed from the solid wood doors.

One of the most tiring jobs and one that elicited pro and con comments was to take 50 years growth of ivy from the brick exterior. But this wasn't the desirable house ivy; this type was a natural hiding place for mice and other small undesirable wildlife.

As the heavy vines came down, the structural details of the outside were uncovered to show the natural stone and brick patterns.

The Brookses made little attempt to maintain pure period furnishings, except in the master bedroom. Longtime antique collectors, they gathered a pleasing assortment of things they liked.

"We bought most of them as junk and my husband refinished them," Mrs. Brooks said.

They were sure, however, that they wanted a master bedroom that was middle or late 19th century, all the way. The Victorian bedroom set was acquired at an estate sale. It had been stored in a barn and was badly water damaged before Bruce Brooks took over and turned it into a beautiful set with a gleaming finish.

Mrs. Brooks covered the master bedroom walls with a mauve and brown print material, something she swears she'll never use for wallcovering again (too difficult to hang), and made curtains and pillows to match. When they bought the bed, they guessed the headboard would fit in the master bedroom with little room to spare. In actual fact, the ceilings are hip and there is but one place where the bed fits, but that's where they hoped it would go anyway.

Mrs. Brooks sat on the enclosed porch, looked through the doorway to the living room and dining room and said, "The thing that is so remarkable to me about Frost is that he could design a house 52 years ago that is so viable for a family now. With very few structural changes — he saw it all 50 years ago."

THE NATURAL woods of the antiques which Bruce Brooks refinished, the splashes of color in the Oriental style rugs which highlight the natural

wood floors, the live plants and the touches of another era in the brass accessories, Tiffany-style lamps and handwoven pillows all make this home one that is full of natural light and natural materials, sparked by touches of vibrant color.

Two daughters, Becky and Lisa, have what amounts to a separate suite of bedrooms on the second floor connected by a bathroom, and there is ample room for guests.

Bruce Brooks just completed laying a herringbone pattern wood floor in the kitchen and now the major tasks are almost complete.

He, a designer for General Motors, and his wife, a pianist and piano teacher, can begin to relax. All of their work over the past nine months to bring the home to prime condition has paid off.

'23 ————— HOW VILLAGE PLAYERS BEGAN ————— '83

"Let's give a show, kids! My uncle has a barn." The line, immortalized in the ancient Mickey Rooney-Judy Garland movies, was (and is) what raised the curtain on The Village Players of Birmingham in 1923. Trouping with their dream, Players have mounted some 400 productions — around 900 performances, with never a dark house.

They trouped without a theater to begin with, with home-made tools of their craft, with ice forming under the leaky doors; with a boom, a depression, a war. They triumphed and, occasionally, they bombed, but they never let go of the dream.

Jack Gafill (deceased) a high school student in 1922, first proposed the formation of a dramatic group in the tiny village of Birmingham. Sixteen fellow citizens, and charter Players thereby, considered and kindled and in February of 1923, they organized as The Village Players, a private amateur theatrical club. Not a community theater — their stated purpose: "To produce at intervals, small plays which have been worked out on an artistic standard, and not with a view of financial benefit."

The Charter Players quickly enrolled a number of interested others on their roster, and elected Loren Robinson president. Their purpose went into the by-laws: "... shall be to produce plays, study the drama, play direction, costuming and scenery design, to encourage the writing of plays and to promote interest in the drama."

Curtains parted, for the first time ever on the Players' show, in spring of 1923. "*The Maker of Dreams*," described as "a one-act Pierrot fantasy" by author Oliphant Downs, had as actors, Rolfe Spinning, Caroline Reilly and Forbes Hascall. The original Birmingham Community House, a renovated farm house on the present site of the post office truck lot, was their Playhouse. Makeup and dressing rooms were across the street, in the living room of another Player, with cast and crews sprinting through the scant traffic of the era, to the theater.

Players huffed and puffed the pool table in the small main room into a corner, and strung wire from wall to wall to hang a sleazy black curtain. Scenery, constructed in the Robinson's basement, was of paper, tacked to wood frames. Lights were a row of tin dishpans reflecting bare bulbs.

But it was theater! Members and a few guests sat on floor cushions for the first few rows, on kindergarten chairs in the center of the house and on full-sized chairs at the back, simulating the usual ramp floor of a regular theater.

Next year (1924-26) Players built membership, audiences and play schedule. A one- (eventually two-) night public performance at the old Baldwin High School auditorium, under the loving and tireless sponsorship of Player Ruth (Mrs. Charles J.) Shain. They were a smash!

It was time to build the dream's muscle with money. The Players bought the present property on Chestnut Street to be within walking distance of most of the town. To build the Playhouse, they devised a system of five-year pledges, guaranteed by the signatures of those players who were local businessmen, to satisfy the old Birmingham National Bank. Architect and member, Wallace Frost, designed the building. Construction was by member Bob Tillotson, with materials provided by member Spud Simpson, both on a non-profit basis.

Special gifts were many and generous. Mr. and Mrs. Loren Stauch gave the maple floor for the auditorium; Bess (Mrs. Graham John) Graham the stage curtain, which served until 1958 when the stage was widened. The Robinsons donated the curtain mechanism; the Zelter Dowlings the rope, rigging and overhead mechanisms; the Shains, the fireplace and fittings.

First performance in the present theater was given in November of 1926. Heaven for the theater nuts, with a backstage area designed by Robinson, one of whose status symbols was a card in the stagehands' union; real footlights, real costumes and makeup applied by Jake Hirschfield, who brought his professional crews out from Detroit until Players learned how to do it themselves.



MEMORANDUM

Police Department

DATE: May 5, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Recognition of Eisenhower Dance Ensemble, Inc. as a Non-Profit Organization for the purpose of a State Gaming License

INTRODUCTION:

Eisenhower Dance Ensemble, Inc., 2155 Cole Street, Birmingham, Michigan 48009 is a recognized 501(c)(3) organization under the Internal Revenue Service Code.

BACKGROUND:

The organization is planning a fund-raising effort, which requires a State of Michigan Gaming License. This request is a one-time requirement by the State Gaming Commission, which will cover any future fund raising events needing a gaming or raffle license.

The City Commission is not approving the event or the event's location. The City Commission is only following the state's requirement for organization's recognition as a nonprofit organization in our community. All of the necessary paperwork required by the State of Michigan to be a 501 (c)(3) organization was submitted and is attached to this report.

LEGAL REVIEW:

None

FISCAL IMPACT:

None

SUMMARY:

In order to hold a fund raising event that requires a State Gaming Commission license, Eisenhower Dance Ensemble, Inc., located at 2155 Cole Street, Birmingham, Michigan 48009, must be recognized as a nonprofit organization by the City Commission. All of the necessary paperwork required by the State of Michigan to be a 501 (c)(3) organization was submitted and is attached to this report.

SUGGESTED RESOLUTION:

To recognize Eisenhower Dance Ensemble, Inc., 2155 Cole Street, Birmingham, Michigan 48009 as a 501(c) (3) non-profit organization for the purpose of obtaining a State of Michigan Gaming License with the State of Michigan Charitable Gaming Division. Furthermore, authorizing the City Clerk to complete the Local Governing Body Resolution Form, forwarding it to the Charitable Gaming Division, Lansing, Michigan.



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application

BSL-CG-1153(R6/09)

QUALIFICATION INFORMATION

Complete this form and submit with the required qualification documents listed on the attached Qualification Requirements sheet. A Bingo, Raffle, or Charity Game Ticket license application and fee may also be submitted with this information. See box #5 below for mailing instructions.

1. ORGANIZATION INFORMATION

Organization Name Eisenhower Dance Ensemble			
Organization Physical Street Address 2155 Cole St			
City Birmingham	State MI	Zip Code 48009	County Oakland
Organization Mailing Address			<input checked="" type="checkbox"/> Same as Physical Address
City	State	Zip Code	County
Organization Telephone Number 248-594-9400			

2. ORGANIZATION PURPOSE

Briefly describe the purpose of your organization.

Provide contemporary dance performances and educational services to the community.

3. LICENSE APPLICATION

Enclosed is a completed application and fee for a ☐ Bingo ☐ Raffle ☒ Charity Game Ticket license
Make checks payable to STATE OF MICHIGAN.

4. AUTHORIZED CONTACT PERSON

First Name Anne		Last Name Bak Marine		Position/Role with Organization Exec. Dir	
Mailing Address 2155 Cole St				City Birmingham	
State MI	Zip Code 48009	Telephone Number (Day) 248-808-0624		Telephone Number (Evening) Same	
By signing below, I hereby certify that the representations, information, and data presented are true, accurate, and complete to the best of my knowledge. I understand that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.					
Authorized Contact Person Signature Anne Bak Marine					Date 4-26-21
Print Authorized Contact Name and Title Anne Bak Marine, Exec. Dir					

5. MAILING INSTRUCTIONS

Mail this completed Qualification Information form, the required qualification documentation listed on the Qualification Requirements sheet, and the completed license application and fee (if also applying for a gaming license) to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909. If submitting by overnight carrier (FedEx, UPS, etc.), send to Charitable Gaming Division, 101 East Hillsdale, Lansing, MI 48933.



Forms 990 / 990-EZ Return Summary

For calendar year 2019, or tax year beginning **08/01/19** , and ending **07/31/20**

38-3023715

EISENHOWER DANCE ENSEMBLE, INC.

Net Asset / Fund Balance at Beginning of Year **89,542**

Revenue

Contributions	<u>201,215</u>	
Program service revenue	<u>674,634</u>	
Investment income		
Capital gain / loss		
Fundraising / Gaming:		
Gross revenue	<u>25,409</u>	
Direct expenses	<u>13,941</u>	
Net income	<u>11,468</u>	
Other income	<u>0</u>	
Total revenue		<u>887,317</u>

Expenses

Program services	<u>788,820</u>	
Management and general	<u>65,220</u>	
Fundraising	<u>36,830</u>	
Total expenses		<u>890,870</u>
Excess / (deficit)		<u>-3,553</u>

Changes

Net Asset / Fund Balance at End of Year **85,989**

Reconciliation of Revenue

Total revenue per financial statements	<u>887,317</u>
Less:	
Unrealized gains	
Donated services	
Recoveries	
Other	
Plus:	
Investment expenses	
Other	
Total revenue per return	<u><u>887,317</u></u>

Reconciliation of Expenses

Total expenses per financial statements	<u>890,870</u>
Less:	
Donated services	
Prior year adjustments	
Losses	
Other	
Plus:	
Investment expenses	
Other	
Total expenses per return	<u><u>890,870</u></u>

Balance Sheet

	Beginning	Ending	Differences
Assets	<u>120,421</u>	<u>165,104</u>	
Liabilities	<u>30,879</u>	<u>79,115</u>	
Net assets	<u><u>89,542</u></u>	<u><u>85,989</u></u>	<u><u>-3,553</u></u>

Miscellaneous Information

Amended return _____
Return / extended due date **06/15/21**
Failure to file penalty _____

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

A For the **2019** calendar year, or tax year beginning **08/01/19**, and ending **07/31/20**

B Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization

EISENHOWER DANCE ENSEMBLE, INC.

Doing business as

EISENHOWER DANCE

Number and street (or P.O. box if mail is not delivered to street address)

24901 NORTHWESTERN HWY., SUITE 312

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

SOUTHFIELD

MI 48075

D Employer identification number

38-3023715

E Telephone number

248-559-2095

G Gross receipts\$

901,258

F Name and address of principal officer:

GERALD SALERNO

24901 NORTHWESTERN HWY. SUITE 312

SOUTHFIELD

MI 48075

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: **EISENHOWERDANCE.ORG**

H(c) Group exemption number

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: **1991**

M State of legal domicile: **MI**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities:		
	PROFESSIONAL DANCE PERFORMANCE AND DANCE INSTRUCTION FOR THE COMMUNITY.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	17
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	17
	5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	11
	6 Total number of volunteers (estimate if necessary)	6	110
Revenue	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
	b Net unrelated business taxable income from Form 990-T, line 39	7b	0
	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	151,573	201,215
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	864,175	674,634
Expenses	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		0
	12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	4,012	11,468
	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	1,019,760	887,317
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		0
	16a Professional fundraising fees (Part IX, column (A), line 11e)	146,012	241,990
	b Total fundraising expenses (Part IX, column (D), line 25)		0
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	36,830	
	18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	827,562	648,880
	19 Revenue less expenses. Subtract line 18 from line 12	973,574	890,870
Net Assets or Fund Balances		46,186	-3,553
	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	120,421	165,104
	22 Net assets or fund balances. Subtract line 21 from line 20	30,879	79,115

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date		
	GERALD SALERNO	BOARD CHAIR		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if PTIN
	JASON F. CLAUSEN	JASON F. CLAUSEN	03/02/21	self-employed P01051094
	Firm's name	Firm's EIN		
	Jason F. Clausen P.C.	27-4097479		
	Firm's address	Phone no.		
	16650 15 Mile Rd.	586-216-4673		
	Fraser, MI 48026			

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐**1** Briefly describe the organization's mission:**PROFESSIONAL DANCE PERFORMANCE AND DANCE INSTRUCTION FOR THE COMMUNITY.****2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.**4a** (Code:) (Expenses \$ **788,820** including grants of \$) (Revenue \$)
PROFESSIONAL DANCE PERFORMANCE AND INSTRUCTION**4b** (Code:) (Expenses \$ including grants of \$) (Revenue \$)
N/A**4c** (Code:) (Expenses \$ including grants of \$) (Revenue \$)
N/A**4d** Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **788,820**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	1 X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	11a X	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	11b	X
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	11c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	11d X	
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	11e X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	13	X
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	18 X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	19	X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II	21	X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
24b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
24c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
24d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
25b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
28a a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		X
28b b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
28c c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
35b b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 11		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	2b	X	
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a		X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b		
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7 Organizations that may receive deductible contributions under section 170(c).			
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X	
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	X	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d		
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		X
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		X
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9 Sponsoring organizations maintaining donor advised funds.			
a Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10 Section 501(c)(7) organizations. Enter:			
a Initiation fees and capital contributions included on Part VIII, line 12	10a		
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b		
11 Section 501(c)(12) organizations. Enter:			
a Gross income from members or shareholders	11a		
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b		
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a		
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b		
13 Section 501(c)(29) qualified nonprofit health insurance issuers.			
a Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a		
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b		
c Enter the amount of reserves on hand	13c		
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b		
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15		X
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16		X

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI ☒

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	1a	17	
b	Enter the number of voting members included on line 1a, above, who are independent	1b	17	
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	X	
b	Each committee with authority to act on behalf of the governing body?	8b	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O	9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **MI**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☒ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records
TRIET HUYNH **24901 NORTHWESTERN HWY., SUITE 312**
SOUTHFIELD **MI 48075** **248-559-2095**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) GERALD SALERNO	1.00									
BOARD CHAIR	0.00	X		X				0	0	0
(2) BETH H. CAFARO	1.00									
EXEC COMMI CHAIR	0.00	X		X				0	0	0
(3) MARY DEVITT	1.00									
SECRETARY	0.00	X		X				0	0	0
(4) CHRIS GERBACK	1.00									
TREASURER	0.00	X		X				0	0	0
(5) MAGGIE ALLESEE	1.00									
DIRECTOR	0.00	X						0	0	0
(6) JENNA BARBA	1.00									
DIRECTOR	0.00	X						0	0	0
(7) JOCELYN CHEN	1.00									
DIRECTOR	0.00	X						0	0	0
(8) NANCY SCHILD KOTT	1.00									
DIRECTOR	0.00	X						0	0	0
(9) ARTHUR MANOIL, II	1.00									
DIRECTOR	0.00	X						0	0	0
(10) MARTHA TREMAIN	1.00									
DIRECTOR	0.00	X						0	0	0
(11) GREGORY PATTERSON	1.00									
DIRECTOR	0.00	X						0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week per person (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) STEPHANIE PIZZO	34.00									
DIRECTOR	0.00	X						37,902	0	0
(13) DEBRA BERNSTEIN SIEGEL	1.00									
DIRECTOR	0.00	X						0	0	0
(14) MARGARET SIMCOE	1.00									
DIRECTOR	0.00	X						0	0	0
(15) GUY SIMONS	1.00									
DIRECTOR	0.00	X						0	0	0
(16) DANIELLE SUSSE	1.00									
DIRECTOR	0.00	X						0	0	0
(17) MARTIN TESTASECCA	1.00									
DIRECTOR	0.00	X						0	0	0
(18) ANNE MARINE	25.00									
EXEC. DIRECTOR	0.00			X				37,343	0	0
1b Subtotal								75,245		
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								75,245		

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c	18,025			
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	33,000			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	150,190			
	g	Noncash contributions included in lines 1a-1f	1g	\$			
	h	Total. Add lines 1a-1f		201,215			
	Program Service Revenue	2a	CENTER TUITION	Business Code	711120	527,106	527,106
b		CENTER PROGRAMS	711120	72,591	72,591		
c		PERFORMANCE CONTRACTS	711120	39,130	39,130		
d		OTHER INCOME	711120	25,207	25,207		
e		TICKET SALES	711120	5,993	5,993		
f		All other program service revenue	711120	4,607	4,607		
g		Total. Add lines 2a-2f		674,634			
Other Revenue		3	Investment income (including dividends, interest, and other similar amounts)				
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6a	Gross rents	(i) Real	(ii) Personal			
	b	Less: rental expenses					
	c	Rental inc. or (loss)					
	d	Net rental income or (loss)					
	7a	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other			
	b	Less: cost or other basis and sales exps.					
	c	Gain or (loss)					
	d	Net gain or (loss)					
	8a	Gross income from fundraising events (not including \$ 18,025 of contributions reported on line 1c). See Part IV, line 18	8a	25,409			
	b	Less: direct expenses	8b	13,941			
	c	Net income or (loss) from fundraising events		11,468			
	9a	Gross income from gaming activities. See Part IV, line 19	9a				
	b	Less: direct expenses	9b				
	c	Net income or (loss) from gaming activities					
10a	Gross sales of inventory, less returns and allowances	10a					
b	Less: cost of goods sold	10b					
c	Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11a		Business Code				
	b						
	c						
	d	All other revenue					
	e	Total. Add lines 11a-11d					
	12	Total revenue. See instructions		887,317	674,634	0	0

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

☒**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	74,525	44,997	16,058	13,470
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	152,698	152,698		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	14,767	12,452	1,229	1,086
11 Fees for services (nonemployees):				
a Management	261,973	244,864	1,787	15,322
b Legal				
c Accounting	5,000	1,250	3,250	500
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	147,946	147,946		
12 Advertising and promotion	29,165	29,165		
13 Office expenses	8,589	6,026	1,705	858
14 Information technology				
15 Royalties				
16 Occupancy	127,594	127,594		
17 Travel	4,655	4,655		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	2,912	2,912		
23 Insurance				
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a PRODUCTION EXPENSE	55,943	13,986	36,363	5,594
b RECITAL	4,828		4,828	
c BAD DEBT	275	275		
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	890,870	788,820	65,220	36,830
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	49,527	1	112,150
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	25,361	4	27,615
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	27,187	9	10,425
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 144,281		
	b Less: accumulated depreciation	10b 137,717	10c	6,564
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	8,350	15	8,350
16 Total assets. Add lines 1 through 15 (must equal line 33)	120,421	16	165,104	
Liabilities	17 Accounts payable and accrued expenses	24,904	17	15,940
	18 Grants payable		18	
	19 Deferred revenue	400	19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	5,575	25	63,175
	26 Total liabilities. Add lines 17 through 25	30,879	26	79,115
	Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.		
27 Net assets without donor restrictions		89,542	27	29,989
28 Net assets with donor restrictions			28	56,000
Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.				
29 Capital stock or trust principal, or current funds			29	
30 Paid-in or capital surplus, or land, building, or equipment fund			30	
31 Retained earnings, endowment, accumulated income, or other funds			31	
32 Total net assets or fund balances		89,542	32	85,989
33 Total liabilities and net assets/fund balances		120,421	33	165,104

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	887,317
2	Total expenses (must equal Part IX, column (A), line 25)	2	890,870
3	Revenue less expenses. Subtract line 2 from line 1	3	-3,553
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	89,542
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	85,989

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

**Open to Public
Inspection**

Name of the organization

EISENHOWER DANCE ENSEMBLE, INC.

Employer identification number

38-3023715

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations:
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	167,226	164,559	122,993	151,373	201,215	807,366
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	167,226	164,559	122,993	151,373	201,215	807,366
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						41,059
6 Public support. Subtract line 5 from line 4.						766,307

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4	167,226	164,559	122,993	151,373	201,215	807,366
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						807,366
12 Gross receipts from related activities, etc. (see instructions)					12	700,043
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	94.91 %
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	100.00 %
16a 33 1/3% support test—2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input checked="" type="checkbox"/>	
b 33 1/3% support test—2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
17a 10%-facts-and-circumstances test—2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
b 10%-facts-and-circumstances test—2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions	<input type="checkbox"/>	

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2018 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests—2019. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests—2018. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

- | | Yes | No |
|--|-----|----|
| 11 Has the organization accepted a gift or contribution from any of the following persons? | | |
| a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization? | | |
| b A family member of a person described in (a) above? | | |
| c A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i> | | |

11a

11b

11c

Section B. Type I Supporting Organizations

- | | Yes | No |
|---|-----|----|
| 1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i> | | |
| 2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i> | | |

1

2

Section C. Type II Supporting Organizations

- | | Yes | No |
|--|-----|----|
| 1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i> | | |

1

Section D. All Type III Supporting Organizations

- | | Yes | No |
|---|-----|----|
| 1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided? | | |
| 2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i> | | |
| 3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i> | | |

1

2

3

Section E. Type III Functionally-Integrated Supporting Organizations

- 1** Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
- a** ☐ The organization satisfied the Activities Test. *Complete line 2 below.*
- b** ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*
- c** ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a government entity (see instructions).*

2 Activities Test. Answer (a) and (b) below.

- | | Yes | No |
|---|-----|----|
| a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i> | | |
| b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i> | | |
| 3 Parent of Supported Organizations. Answer (a) and (b) below. | | |
| a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i> | | |
| b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i> | | |

2a

2b

3a

3b

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See**

instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions			Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes		
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity		
3	Administrative expenses paid to accomplish exempt purposes of supported organizations		
4	Amounts paid to acquire exempt-use assets		
5	Qualified set-aside amounts (prior IRS approval required)		
6	Other distributions (describe in Part VI). See instructions.		
7	Total annual distributions. Add lines 1 through 6.		
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.		
9	Distributable amount for 2019 from Section C, line 6		
10	Line 8 amount divided by line 9 amount		

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required-explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014			
b From 2015			
c From 2016			
d From 2017			
e From 2018			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2020. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015			
b Excess from 2016			
c Excess from 2017			
d Excess from 2018			
e Excess from 2019			

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Schedule of Contributors

OMB No. 1545-0047

2019

Attach to Form 990, Form 990-EZ, or Form 990-PF.
Go to www.irs.gov/Form990 for the latest information.

Name of the organization

Employer identification number

EISENHOWER DANCE ENSEMBLE, INC.

38-3023715

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

☒ 501(c)(**3**) (enter number) organization

☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation

☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation

☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- ☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33¹/₃% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization

Employer identification number

EISENHOWER DANCE ENSEMBLE, INC.**38-3023715****Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	KRESGE FOUNDATION 3215 W BIG BEAVER RD. TROY MI 48084	\$ 46,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	PNC FOUNDATION 24701 N EVERGREEN RD SOUTHFIELD MI 48075	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	TALBERT & LEOTA ABRAMS FOUNDATION 271 WOODLAND PASS SUITE 115 EAST LANSING MI 48823	\$ 25,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	STRUM ALLESSE FAMILY FOUNDATION 261 MAPLE ROAD BIRMINGHAM MI 48009	\$ 15,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	LULA C. WILSON TRUST 10 S DEARBORN ST CHICAGO IL 60603	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	NATIONAL ENDOWMENT FOR THE ARTS 400 7TH ST SW WASHINGTON DC 20506	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

EISENHOWER DANCE ENSEMBLE, INC.**38-3023715****Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	STATE OF MICHIGAN 300 N WASHINGTON SQUARE LANSING MI 48933	\$ 18,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	OAKLAND COUNTY ECONOMIC DEVELOPMENT AND COMMUNITY AFFIARS 2100 PONTIAC LAKE RD BUILDING #41 WATERFORD TWP MI 48328	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

**SCHEDULE D
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

**Open to Public
Inspection**

Name of the organization

Employer identification number

EISENHOWER DANCE ENSEMBLE, INC.

38-3023715

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (for example, recreation or education)	<input type="checkbox"/> Preservation of a historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1	\$
(ii) Assets included in Form 990, Part X	\$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1	\$
b Assets included in Form 990, Part X	\$

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a** ☐ Public exhibition **d** ☐ Loan or exchange program
- b** ☐ Scholarly research **e** ☐ Other
- c** ☐ Preservation for future generations
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|--|-----------------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

- | | (a) Current year | (b) Prior year | (c) Two years back | (d) Three years back | (e) Four years back |
|---|------------------|----------------|--------------------|----------------------|---------------------|
| 1a Beginning of year balance | | | | | |
| b Contributions | | | | | |
| c Net investment earnings, gains, and losses | | | | | |
| d Grants or scholarships | | | | | |
| e Other expenditures for facilities and programs | | | | | |
| f Administrative expenses | | | | | |
| g End of year balance | | | | | |
- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a** Board designated or quasi-endowment %
- b** Permanent endowment %
- c** Term endowment %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|---|---------------------|----|
| (i) Unrelated organizations | 3a(i) | |
| (ii) Related organizations | 3a(ii) | |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? | 3b | |
- 4** Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements	130,656		128,929	1,727
d Equipment	13,625		8,788	4,837
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				6,564

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) SECURITY DEPOSIT	8,350
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)	8,350

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

(a) Description of liability	(b) Book value
1. (1) Federal income taxes	
(2) PPP LOAN	57,600
(3) DEFERRED RENT	5,575
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)	63,175

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

Part XI	Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.
----------------	--

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1 Total revenue, gains, and other support per audited financial statements		1	887,317	
2 Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a Net unrealized gains (losses) on investments	2a			
b Donated services and use of facilities	2b			
c Recoveries of prior year grants	2c			
d Other (Describe in Part XIII.)	2d			
e Add lines 2a through 2d		2e		
3 Subtract line 2e from line 1		3	887,317	
4 Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b Other (Describe in Part XIII.)	4b			
c Add lines 4a and 4b		4c		
5 Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)		5	887,317	

Part XII	Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.
-----------------	--

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1		Total expenses and losses per audited financial statements	1	890,870	
2		Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e		Add lines 2a through 2d	2e		
3		Subtract line 2e from line 1	3	890,870	
4		Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c		Add lines 4a and 4b	4c		
5		Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	890,870	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part XIII Supplemental Information (continued)

**SCHEDULE G
(Form 990 or 990-EZ)**

Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

EISENHOWER DANCE ENSEMBLE, INC.

Employer identification number

38-3023715

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17.
Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a** ☐ Mail solicitations **e** ☐ Solicitation of non-government grants
b ☐ Internet and email solicitations **f** ☐ Solicitation of government grants
c ☐ Phone solicitations **g** ☐ Special fundraising events
d ☐ In-person solicitations

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total				▶		

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		<u>GALA</u>		<u>None</u>	(add col. (a) through col. (c))
		(event type)	(event type)	(total number)	
Revenue	1 Gross receipts	35,575			35,575
	2 Less: Contributions	18,025			18,025
	3 Gross income (line 1 minus line 2)	17,550			17,550
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	6,499			6,499
	10 Direct expense summary. Add lines 4 through 9 in column (d)				6,499
11 Net income summary. Subtract line 10 from line 3, column (d)				11,051	

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	<input type="checkbox"/> Yes % <input type="checkbox"/> No	<input type="checkbox"/> Yes % <input type="checkbox"/> No	<input type="checkbox"/> Yes % <input type="checkbox"/> No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities:

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain:

- 11** Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No
- 12** Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No
- 13** Indicate the percentage of gaming activity conducted in:
- | | | |
|--------------------------------------|------------|---|
| a The organization's facility | 13a | % |
| b An outside facility | 13b | % |
- 14** Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name

Address

- 15a** Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No
- b** If "Yes," enter the amount of gaming revenue received by the organization \$ and the amount of gaming revenue retained by the third party \$
- c** If "Yes," enter name and address of the third party:

Name

Address

16 Gaming manager information:

Name

Gaming manager compensation \$

Description of services provided

☐ Director/officer ☐ Employee ☐ Independent contractor**17** Mandatory distributions:

- a** Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No
- b** Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year \$

Part IV **Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

**Open to Public
Inspection**

Name of the organization

EISENHOWER DANCE ENSEMBLE, INC.

Employer identification number

38-3023715

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

THE EXECUTIVE MANAGEMENT OF THE ORGANIZATION AND THE BOARD OF DIRECTORS

REVIEW THE FORM 990 PRIOR TO FILING.

Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy

OFFICERS AND DIRECTORS ARE REQUIRED TO DISCLOSE ANNUALLY ANY INTEREST THAT

COULD GIVE RISE TO POTENTIAL CONFLICT.

Form 990, Part VI, Line 15a - Compensation Process for Top Official

THE EXECUTIVE COMMITTEE REVIEWS ANNUAL COMPENSATION AND DETERMINES PROPER

LEVEL OF COMPENSATION FOR TOP OFFICIALS AND OFFICERS.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

FINANCIAL INFORMATION IS AVAILABLE UPON REQUEST EITHER IN PERSON OR MAIL,

AND IS ALSO ACCESSIBLE THROUGH THE INTERNET ON GUIDESTAR.ORG.

Form 990, Part IX, Line 11g - Other Fees for Services

Description

Tot/Prog Service

Mgt & General

Fundraising

ARTISTS AND INSTRUCTORS

\$ 147,946

\$ 0

\$ 0

Federal Statements

Form 990, Part IX, Line 11g - Other Fees for Service (Non-employee)

<u>Description</u>	<u>Total Expenses</u>	<u>Program Service</u>	<u>Management & General</u>	<u>Fund Raising</u>
ARTISTS AND INSTRUCTORS	\$ <u>147,946</u>	\$ <u>147,946</u>	\$ <u></u>	\$ <u></u>
Total	\$ <u>147,946</u>	\$ <u>147,946</u>	\$ <u>0</u>	\$ <u>0</u>

Federal Statements

Schedule A, Part II, Line 1(e)

Description	Amount
DONATIONS	\$ 34,640
BOARD DONATIONS	14,550
FOUNDATIONS - OTHER	4,500
KRESGE FOUNDATION	
Cash Contribution	46,500
PNC FOUNDATION	
Cash Contribution	5,000
TALBERT & LEOTA ABRAMS FOUNDATION	
Cash Contribution	25,000
STRUM ALLESSE FAMILY FOUNDATION	
Cash Contribution	15,000
LULA C. WILSON TRUST	
Cash Contribution	5,000
NATIONAL ENDOWMENT FOR THE ARTS	
Cash Contribution	10,000
STATE OF MICHIGAN	
Cash Contribution	18,000
OAKLAND COUNTY ECONOMIC DEVELOPMENT	
Cash Contribution	5,000
GALA	
Cash Contribution	18,025
Total	\$ <u>201,215</u>

Schedule A, Part II, Line 5 - Excess Gifts

<u>Donor Name</u>	<u>Total</u>	<u>Excess</u>
KRESGE FOUNDATION	\$ 46,500	\$ 30,353
PNC FOUNDATION	5,000	
TALBERT & LEOTA ABRAMS FOUNDATION	25,000	8,853
STRUM ALLESSE FAMILY FOUNDATION	15,000	
LULA C. WILSON TRUST	5,000	
NATIONAL ENDOWMENT FOR THE ARTS	10,000	
STATE OF MICHIGAN	18,000	1,853
OAKLAND COUNTY ECONOMIC DEVELOPMENT	5,000	
Total	\$ <u>129,500</u>	\$ <u>41,059</u>

Federal Statements

Schedule A, Part II, Line 12 - Current year

Description	Amount
ADVERTISING	\$ 4,607
PERFORMANCE CONTRACTS	39,130
TICKET SALES	5,993
CENTER PROGRAMS	72,591
CENTER TUITION	527,106
OTHER INCOME	25,207
GALA	17,550
OTHER FUNDRAISERS	7,859
Total	<u>\$ 700,043</u>

GALA

Other Direct Fundraising or Gaming Expenses

Description		Amount	
GALA	EXPENSES	\$	6,499
Total		\$	6,499

OTHER FUNDRAISERS

Other Direct Fundraising or Gaming Expenses

Description	Amount
OTHER EXPENSES	\$ 7,442
Total	\$ 7,442



STATE OF MICHIGAN

DEPARTMENT OF TREASURY

TREASURY BUILDING

LANSING, MICHIGAN 48922

This form must be kept by the seller when making tax exempt sales. The exempt organization may reproduce this form.

JOHN ENGLER, Governor

DOUGLAS B. ROBERTS, State Treasurer

NP-0011537

THIS EXEMPTION/FORM IS NOT TRANSFERABLE
TO ANOTHER INDIVIDUAL OR ENTITY.

Effective Date October 8, 1992

EISENHOWER DANCE ENSEMBLE, INC.
1100 KINGSVIEW
ROCHESTER HILLS, MI 48309

This letter serves as notice to a seller that your organization qualifies to buy goods and services without paying the Michigan sales or use tax. **TREASURY DOES NOT ISSUE TAX EXEMPT NUMBERS.**

To buy goods and taxable services without paying a sales or use tax, present:

- a copy of this letter, and
- a completed certificate (below) certifying to the seller that the goods or services being purchased are for purposes of the organization and are being paid for from organizational funds. The seller must keep a copy of this certificate with the record of the sale.

Please note the following.

- This exemption does not apply to the purchase of tangible personal property or to the purchase of vehicles that are not used primarily to carry out the purposes of your organization as stated in your bylaws or articles of incorporation.
- Employees or members may NOT use this exemption to purchase goods or services for personal use.

The Michigan Department of Treasury may review your exempt status at any time to verify your eligibility. If the Internal Revenue Service revokes your exempt status under section 501 (c)(3) or 501 (c)(4), if a Treasury audit discovers non-exempt status, or if for any other reason your organization no longer qualifies for exemption, then your organization is subject immediately to sales or use tax on its purchases.

Please notify us if you have a name or address change. If you have questions, please contact this office at 517 - 373-3190.

Sincerely,

Jesse A. Weaver, Administrator
Sales, Use and Withholding Taxes Division

CERTIFICATE REQUIRED FOR TAX-EXEMPT SALES

I certify that the item or items being purchased are to be used or consumed in connection with the operation of the exempt institution or agency named above and that the consideration for this purchase moves from the funds of the designated institution or agency. In the event this claim is disallowed, the transferee promises to reimburse the seller for the amount of tax involved.

Signature of Authorized Representative of Non-Profit Organization

Date

AMENDED BYLAWS
OF
EISENHOWER DANCE ENSEMBLE

ARTICLE I
OFFICES

1.01 Principal Office. The principal office of the corporation shall be at such place within the state of Michigan as the Board of Directors shall determine from time to time.

1.02 Other Offices. The corporation also may have offices at such other places as the Board of Directors from time to time determines or the business of the corporation requires.

ARTICLE II
DIRECTORS

2.01 Form of Organization. The corporation shall be organized on a directorship basis. As used in these By-laws, the term "Board of Directors" means the "board of directors" as that term is used in the Michigan Nonprofit Corporation Act.

2.02 Number. The business and affairs of the corporation shall be managed by a Board of Directors consisting of not less than six (6) and not more than thirty (30) Directors. The Directors need not be residents of Michigan. Laurie Eisenhower shall be a permanent member of the Board of Directors.

2.03 Classes and Election of Directors.

- (a) The Board of Directors shall be composed of two classes of Directors: Regular Directors and Permanent Directors.
- (b) Regular Directors shall be elected by the affirmative vote of a majority of all members of the Board of Directors then in office, including both Regular Directors and Permanent Directors.
- (c) Permanent Directors shall be elected by a two-thirds vote of the then-serving Permanent Directors. Laurie Eisenhower shall, at all times, be a Permanent Director unless and until she shall resign from office.
- (d) Directors shall be elected at each annual Director's meetings. Directors in each class shall be elected for terms of three (3) years, and shall hold office until the annual Director meeting held during their final year of office and until the Director's successor is elected and qualified, or until the Director's resignation or removal. Directors shall be elected in three groups, one group being elected each year, so that such three (3) groups shall have staggered, overlapping terms. A Director may resign by written notice to the corporation. The resignation is effective on its receipt by the corporation or at a subsequent time as set forth in the notice of resignation.

(e) A Regular Director may be removed, with or without cause, by vote of the majority of each class of Directors, both Regular and Permanent.

(f) A Permanent Director may be removed, with or without cause, by vote of a majority of the Permanent Directors then in office.

2.04 Vacancies; Interim Appointments. Vacancies in the Board of Directors occurring by reason of death, resignation, removal, or otherwise, or a new appointment to the Board of Directors between annual meetings, may be filled by the affirmative vote of a majority of the remaining Directors of the class in which the vacancy occurs or the appointment is to be made, though less than a quorum of the Directors of that class. Each person so elected shall be a Director for a term of office continuing only until the next election of Directors. A vacancy that will occur at a specific date may be filled before the vacancy occurs. However, the newly elected Director may not take office until the vacancy occurs.

2.05 Annual Meeting. The Board of Directors shall meet each year at such time and place as shall be established by the Board, at such place as they may determine, for the purpose of electing officers and considering such business that may properly be brought before the meeting. Unless otherwise designated by the Board of Directors, the annual meeting shall occur in November of each calendar year. If less than a majority of the Directors appear for an annual meeting of the Board of Directors, the holding of an annual meeting shall not be required and the matters that might have been taken up in it may be taken up at any later special or annual meeting, or by consent resolution.

2.06 Regular and Special Meeting. Regular meetings of the Board of Directors may be held at the times and places that the Board may from time to time determine. Special meetings of the Board may be called by the Chair, the President/Executive Director, or the Artistic Director, and shall be called on the written request of any two Directors or of any Permanent Director.

2.07 Notices. Three (3) days notice shall be required for annual or regular meetings of the board or for adjourned meetings, whether regular or special. Three days written notice shall be given for special meetings of the board, and the notice shall state the time, place, and purpose or purposes of the meeting.

2.08 Quorum. One-third (1/3) of the Board of Directors then in office, or of the members of a board committee, constitutes a quorum for the transaction of business of the Board of Directors or of the Committee, as the case may be. The vote of a majority of the Directors present at any meeting at which there is a quorum constitutes the action of the board or of the committee, as the case may be, except when a larger vote may be required by the laws of the state of Michigan. A member of the board or of a committee designated by the board may participate in a meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can communicate with each other. Participation in a meeting in this manner constitutes presence in person at the meeting.

2.09 Dissents. A Director who is present at a meeting of the Board of Directors, or a board committee of which the Director is a member, at which action on a corporate matter is taken is presumed to have concurred in that action unless the Director's dissent is entered in the minutes of the meeting or unless the Director files a written dissent to the action with the person acting as secretary of the meeting before the adjournment of it or forwards the dissent by registered mail to the secretary of the corporation promptly after the adjournment of the meeting. The right to dissent does not apply to a Director who voted in favor of the action. A Director who is absent from a meeting of the board, or a board committee of which the Director is a member, at which any such action is taken is presumed to have concurred in the action unless the Director files a written dissent with the secretary of the corporation within a reasonable time after the Director has knowledge of the action.

2.10 Compensation. No officer or Director shall receive compensation for serving in such capacities. Reasonable compensation for employment or contract services rendered to the Corporation by Directors in their capacities as employees or independent contractors of the Corporation may be approved by affirmative vote of a majority of Directors in office, irrespective of any personal interest of any of them.

2.11 Committees. The Board of Directors from time to time may, by like resolution, appoint any committee or committees of one or more Directors to have the authority that shall be specified by the board in the resolution making the appointments. The Board of Directors may designate one or more Directors as alternate members of any committee to replace an absent or disqualified member at any committee meeting. Each committee shall be subject to re-appointment at each annual meeting. The resolution appointing any committee shall specify the mission and authority of each committee. The Board of Directors may also appoint advisory committees or board that will have the responsibilities and authority specified by the Board of Directors, except that the Board of Directors may not delegate responsibilities reserved to the Board of Directors under these by-laws or the Articles of Incorporation.

2.12. Authority Reserved to the Permanent Directors. The Permanent Directors shall have exclusive authority and responsibility for all artistic decisions of the Corporation, acting either directly or through an Artistic Director appointed under Section 4.05, and for the artistic aspects of the Corporation's dance school. This authority includes artistic personnel, repertoire, guest artists, choreography, scheduling and rehearsals, as well as the staffing and artistic direction and content of the school. Any agreements or contracts related to these matters will be approved and executed in accordance with Article VI and within budgets and financial parameters established and approved by the Board of Directors. [Added 8/20]

ARTICLE III

NOTICES, WAIVERS OR NOTICE, AND MANNER OF ACTING

3.01 Notices. All notices of meetings required to be given to Directors, or any committee of Directors may be given by mail, facsimile, electronic mail, overnight courier

service, or delivery in person to any Director, or committee member at his or her last address as it appears on the books of the corporation. The notice shall be deemed to be given at the time it is mailed or otherwise dispatched.

3.02 Waiver of Notice. Notice of the time, place, and purpose of any meeting of Directors, or committee of Directors may be waived by facsimile or other writing, either before or after the meeting, or in any other manner that may be permitted by the laws of the state of Michigan. Attendance of a person at any meeting of Directors or of a committee of Directors, constitutes a waiver of notice except, when at the beginning of the meeting, or on his arrival, the Director objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

3.03 Action without a Meeting. Except as may be provided otherwise in the articles of incorporation for action to be taken by Directors, any action required or permitted at any meeting of Directors, or committee of Directors may be taken without a meeting, without prior notice, and without a vote, if a majority of the Directors, or committee members entitled to vote on it consent to it in writing, before or after the action is taken. Any action taken by consent will be documented by a written consent resolution that will be included with the minutes of the corporation, and will be distributed prior to or at the next meeting of the Board of Directors.

ARTICLE IV OFFICERS

4.01 Number. The Board of Directors shall elect or appoint a Chair of the Board, Vice Chairs, a secretary/treasurer, and may select one or more vice-Chairs, assistant secretaries, or assistant treasurers. The Chair of the Board shall be a member of the Board of Directors. Any two or more of the preceding offices, except those of President/Executive Director, Chair of the Board and Secretary, may be held by the same person. No officer shall execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law, the articles of incorporation, or these bylaws to be executed, acknowledged, or verified by one or more officers. [Amended 8/20]

4.02 Term of Office, Resignation, and Removal. An officer shall hold office for a term of one (1) years, or until his successor is elected or appointed and qualified, or until his resignation or removal. An officer may resign by written notice to the corporation. The resignation is effective on its receipt by the corporation or at a subsequent time specified in the notice of resignation. An officer may be removed by the board with or without cause. The removal of an officer shall be without prejudice to the officer's contract rights, if any. The election or appointment of an officer does not of itself create contract rights.

4.03 Vacancies. The Board of Directors may fill any vacancies in any office occurring for whatever reason. Vacancies in the office of Artistic Director may be filled only by vote of the Permanent Directors.

4.04 Authority. All officers, employees, and agents of the corporation shall have the authority and perform the duties to conduct and manage the business and affairs of the

corporation that may be designated by the Board of Directors and these bylaws. The Board of Directors shall approve, from time to time, the levels of delegation and authority. This approval shall be documented in a chart of approvals or similar document, which document may also contain financial policies for the corporation to follow.

4.05. Artistic Director. An Artistic Director may be appointed and removed solely by the Permanent Directors. A Permanent Director may serve as Artistic Director. Compensation and benefits of the Artistic Director shall be set by the Board of Directors giving due consideration to the recommendations of the Permanent Directors. The Artistic Director's duties shall be determined by the Permanent Directors and the Artistic Director shall be subject to the supervision of the Permanent Directors. [Added 8-20]

ARTICLE V DUTIES OF OFFICERS

5.01 Chair of the Board. The Chair of the Board shall preside at all meetings of the Board of Directors at which the Chair is present.

5.02 Vice-Chair. In the absence or disability of the Chair of the Board, the Vice-Chair shall perform the duties of the Chair of the Board as set forth in these bylaws, and shall perform such other duties that the Board of Directors or the Chair shall prescribe.

5.03 President/Executive Director. The President/Executive Director shall see that all orders and resolutions of the board are carried into effect, and shall have the general powers of supervision and management usually vested in the chief executive officer of a corporation. The President/Executive Director shall be considered the President of the corporation for purposes of the Michigan Nonprofit Corporation Act, and for purposes of affixing the signature of the president of the corporation on any document for which signatures by the president are required. The President/Executive Director shall report to the Board of Directors, and shall serve at its pleasure. In addition, the President/Executive Director shall have such additional responsibilities as shall be delegated to him by the Board of Directors or any committee thereof from time to time.

5.04 Secretary/Treasurer. The secretary/treasurer shall attend all meetings of the Board of Directors and shall record all votes and minutes of all proceedings in a book to be kept for that purpose, and shall keep in safe custody the seal of the corporation and, when authorized by the Board, affix it to any instrument requiring it, and when so affixed it shall be attested to by the signature of the secretary/treasurer, or by the signature of an assistant secretary/treasurer. The secretary/treasurer shall keep full and accurate accounts of receipts and disbursements in the books of the corporation; and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in the depositories that may be designated by the Board of Directors. The secretary/treasurer shall render to the Chair, President/Executive Director, and the Directors, whenever they may require it, an account of the transactions as treasurer and of the financial condition of the corporation. The secretary/treasurer may delegate any of the duties, powers, and authorities to one or more assistant secretary/treasurers, unless the delegation is disapproved by the board.

5.05 Assistant Secretary/Treasurers. The assistant secretary/treasurers, in order of their seniority, shall perform the duties and exercise the powers and authorities of the secretary/treasurer in case of the secretary/treasurer's absence or disability. The assistant secretary/treasurers shall also perform the duties that may be delegated to them by the Board of Directors.

5.06 [Removed 8-20]

ARTICLE VI SPECIAL CORPORATE ACTS

6.01 Orders for Payment of Money. All checks, drafts, notes, bonds, bills of exchange, and orders for payment of money of the corporation shall be signed by the President/Executive Director or such other officer or officers or any other person or persons that the Board of Directors may from time to time designate. All such instruments may only be made and delivered based on approved budgets, and from readily available funds in the accounts of the corporation.

6.02 Contracts and Conveyances. The Board of Directors may generally authorize an officer and/or agent to execute contracts or agreements under specific terms to be documented in a chart of approvals or similar document. The Board of Directors of the corporation may in any instance designate the officer and/or agent who shall have authority to execute any contract, conveyance, mortgage, or other instrument on behalf of the corporation, or may ratify or confirm any execution. When the execution of any instrument has been authorized without specification of the executing officers or agents, the Chair of the Board, the Vice Chair, the President/Executive Director, and the Secretary/Treasurer, or Assistant Secretary/Treasurer, may execute the instrument in the name and on behalf of this corporation and may affix the corporate seal to it.

ARTICLE VII BOOKS AND RECORDS

7.01 Maintenance of Books and Records. The proper officers and agents of the corporation shall keep and maintain the books, records, and accounts of the corporation's business and affairs, minutes of the proceedings of its shareholders, board, and committees, if any, and the stock ledgers and lists of shareholders, as the Board of Directors shall deem advisable and as shall be required by the laws of the state of Michigan and other states or jurisdictions empowered to impose such requirements. Books, records, and minutes may be kept within or without the state of Michigan in a place that the board shall determine.

7.02 Reliance on Books and Records. In discharging his or her duties, a Director or an officer of the corporation, when acting in good faith, may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by

any of the following:

1. One or more Directors, officers, or employees of the corporation, or of a business organization under joint control or common control, whom the Director or officer reasonably believes to be reliable and competent in the matters presented.
2. Legal counsel, public accountants, engineers, or other persons as to matters the Director or officer reasonably believes are within the person's professional or expert competence.
3. A committee of the board of which he or she is not a member if the Director or officer reasonably believes the committee merits confidence. A Director or officer is not entitled to rely on the information set forth above if he or she had knowledge concerning the matter in question that makes reliance otherwise permitted unwarranted.

ARTICLE VIII AMENDMENTS

8.01 Amendments. The bylaws of the corporation may be amended, altered, or repealed, in whole or in part, by the affirmative vote of BOTH (I) the a majority of the Regular Directors then in office, and (II) a majority of the Permanent Directors then in office, at any meeting duly held in accordance with these bylaws, provided that notice of the meeting includes notice of the proposed amendment, alteration, or repeal

ARTICLE IX INDEMNIFICATION

9.01 Nonderivative Actions. Subject to all of the other provisions of article IX, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings, whether civil, criminal, administrative, or investigative, formal or informal (other than an action by or in the right of the corporation), by reason of the fact that the person is or was a Director or officer of the corporation, or, while serving as a Director or officer of the corporation, is or was serving at the request of the corporation as a Director, officer, partner, Director, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

9.02 Derivative Actions. Subject to all of the provisions of article IX, the corporation

shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a Director or officer of the corporation, or, while serving as a Director or officer of the corporation, is or was serving at the request of the corporation as a Director, officer, partner, Director, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorney fees) and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the corporation unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the reasonable expenses incurred.

9.03 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 9.01 or 9.02 of these bylaws, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against actual and reasonable expenses (including attorney fees) incurred by the person in connection with the action, suit, proceeding and any action, suit, or proceeding brought to enforce the mandatory indemnification provided by section 9.03.

9.04 Definition. For the purposes of sections 9.01 and 9.02, "other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the corporation" shall include any service as a Director, officer, employee, or agent of the corporation that imposes duties on, or involves services by, the Director or officer with respect to an employee benefit plan, its participants, or its beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the corporation" as referred to in sections 9.01 and 9.02.

9.05 Contract Right; Limitation on Indemnity. The right to indemnification conferred in article IX shall be a contract right, and shall apply to services of a Director or officer as an employee or agent of the corporation as well as in the person's capacity as a Director or officer. Except as provided in section 9.03 of these bylaws, the corporation shall have no obligations under VIII to indemnify any person in connection with any proceeding, or part thereof, initiated by the person without authorization by the Board of Directors.

9.06 Determination That Indemnification Is Proper. Any indemnification under sections 9.01 or 9.02 of these bylaws (unless ordered by a court) shall be made by the corporation only as authorized in the specific case (a) when it is determined that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 9.01 or 9.02, whichever is applicable, and (b) on an evaluation of the

reasonableness of expenses and amounts paid in settlement. The determination and evaluation shall be made in any of the following ways:

1. By a majority vote of a quorum of the board consisting of Directors who are not parties or threatened to be made parties to the action, suit, or proceeding.
2. If the quorum described in 1. above is not obtainable, then by majority vote of a committee consisting solely of two or more Directors, duly designated by the board, who are not at the time parties or threatened to be made parties to the action, suit, or proceeding.
3. By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways: (a) by the board or its committee in the manner prescribed in 1. or 2. above; or (b) if a quorum of the board cannot be obtained under 1. above and a committee cannot be designated under 2. above, by the board.

9.07 Proportionate Indemnity. If a person is entitled to indemnification under sections 9.01 or 9.02 of these bylaws for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

9.08 Expense Advance. The corporation may pay or reimburse the reasonable expenses incurred by a person referred to in section 9.01 or 9.02 of these bylaws who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply:

(a) the person furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in sections 9.01 or 9.02; (b) the person furnishes the corporation a written undertaking executed personally, or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under sections 9.01 or 9.02. The authorization of payment must be made in the manner specified in section 9.06. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

9.09 Non-Exclusivity of Rights. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

9.10 Indemnification of Employees and Agents of the Corporation. The corporation may, to the extent authorized from time to time by the Board of Directors, grant the right to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of article IX with respect to the indemnification and advancement of expenses of Directors and officers of the corporation.

9.11 Former Directors and Officers. The indemnification provided in article IX continues for a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors, and administrators of the person.

9.12 Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a Director, officer, partner, Director, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify the person against the liability under these bylaws or the laws of the state of Michigan.

9.13 Changes in Michigan Law. If there is any change of the Michigan statutory provisions applicable to the corporation relating to the subject matter of article IX, then the indemnification to which any person shall be entitled under this article shall be determined by the changed provisions, but only to the extent that the change permits the corporation to provide broader indemnification rights than the provisions permitted the corporation to provide before the change. Subject to section 9.14, the Board of Directors is authorized to amend these bylaws to conform to any such changed statutory provisions.

9.14 Amendment or Repeal of Article IX. No amendment or repeal of article IX shall apply to or have any effect on any Director or officer of the corporation for or with respect to any acts or omissions of the Director or officer occurring before the amendment or repeal.

ARTICLE X DISSOLUTION STATEMENT

In the event of dissolution or final liquidation of the corporation, the Board of Trustees shall, after paying or making provision for the payment of all the lawful debts and liabilities of the corporation, distribute all the assets of the corporation to one or more of the following categories of recipients as the Board of Directors of the corporation to one or more of the following categories of recipients as the Board of Trustees of the corporation shall determine:

(a) a nonprofit organization or organization which may have been created to succeed the corporation, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal Revenue Code of 1986 or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in section 501(c)(3) of such Code; and/or

(b) a nonprofit organization or organizations having similar aims and objects as the corporation and which may be selected as an appropriate recipient of such assets, as long as such organization or each of such organizations shall then qualify as a governmental unit under section 170(c) of the Internal Revenue Code of 1986 or as an organization exempt from federal income taxation under section 501(a) of such Code as an organization described in section 501(c)(3) of such Code.



Michigan Department of Commerce

Lansing, Michigan

This is to Certify That Articles of Incorporation of

EISENHOWER DANCE ENSEMBLE

were duly filed in this office on the 23RD day of JULY, 1991,

in conformity with Act 162, Public Acts of 1982.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 23RD day
of JULY, 1991.*

Director

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

FEB 13 1992

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Date Received

DEC 11 1991

JAN 21 1992

FEB 04 1992

RESTATED ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is:

Eisenhower Dance Ensemble

2. The corporation identification number (CID) assigned by the Bureau is:

7 4 1 — 3 9 9

3. All former names of the corporation are:

4. The date of filing the original Articles of Incorporation was: July 23, 1991

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is:

Eisenhower Dance Ensemble, Inc.

ARTICLE II

The purpose or purposes for which the corporation is organized are:

Non-Profit Dance Company/Dance performance

du

ARTICLE III

The corporation is organized on a non-stock basis.
(stock or nonstock)

1. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is _____. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:

2. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

none

and the description and value of its personal property assets are: (if none, insert "none")

none

(The valuation of the above assets was as of _____ December 5, 19 91)
The corporation is to be financed under the following general plan:

Performance fees, private and corporate donations.

The corporation is organized on a Directorship basis.
(membership or directorship)

ARTICLE IV

1. The address of the current registered office is:

1100 Kingsview Rochester Hills, MI Michigan 48309
(Street Address) (City) (ZIP Code)

2. The mailing address of the current registered office if different than above:

PO Box 80876 Rochester, Michigan 48308
(P.O. Box) (City) (ZIP Code)

3. The name of the current resident agent is:

Laurie Eisenhower

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETE SECTION (b).

- a. These Restated Articles of Incorporation were duly adopted on the ___ day of _____, 19___, in accordance with the provisions of Section 642 of the Act, by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.
- b. ☒ These Restated Articles of Incorporation were duly adopted on the 24 day of JANUARY, 1992, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and: (check one of the following)
- ☒ were duly adopted by the vote of the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- ☐ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.
- ☐ were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.
- ☐ were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

BEFORE SIGNING, READ INSTRUCTION #6

Signed this ___ day of January, 19 92

A.)
By Laurie Eisenhower
(Signature of authorized Officer or Agent)
LAURIE EISENHOWER, ARTISTIC DIRECTOR
(Type or Print Name) (Type or Print Title)

B.)
By Jimmie Sue Daniels
(Signature of: President, Vice-President, Chairperson, Vice-Chairperson)
Jimmie Sue Daniels, Vice President
(Type or Print Name) (Type or Print Title)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization
remitting fees:

Eisenhower Dance Ensemble

Laurie Eisenhower
Eisenhower Dance Ensemble
1100 Kingsview
Rochester Hills, MI 48309

Preparer's name and business
telephone number:

LAURIE EISENHOWER

(313) 370-3024

INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be restated until this form, or a comparable document, is submitted. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

2. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 for the purpose of restating the articles of incorporation of a domestic nonprofit corporation. Restated articles of incorporation are an integration into a single instrument of the current provisions of the corporation's articles of incorporation, along with any desired amendments to those articles.
3. Restated articles of incorporation which do not amend the articles of incorporation may be adopted by the board of directors without a vote of the shareholders or members. Restated articles of incorporation which amend the articles of incorporation require adoption by the shareholders, by the members, or by the board of directors if organized on a nonstock directorship basis. A nonprofit corporation organized on a nonstock directorship basis as authorized by Sec. 302 of the Act may or may not have members, but if so, the members are not entitled to vote.
4. Item 2—Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
6. If the restated articles merely restate and integrate the articles, but do not amend them, this document must be signed in ink by an authorized officer or agent of the corporation. If the restated articles amend the articles of incorporation, this document must be signed in ink by the president, vice-president, chairperson, or vice-chairperson of the corporation.
7. FEES: Filing fee (Make remittance payable to State of Michigan) \$10.00
8. Mail form and fee to:
Michigan Department of Commerce
Corporation and Securities Bureau, Corporation Division
P.O. Box 30054
6546 Mercantile Way
Lansing, MI 48909
Telephone: (517) 334-6302



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248132325
Dec. 30, 2015 LTR 4168C 0
38-3023715 000000 00

00016622

BODC: TE

EISENHOWER DANCE ENSEMBLE
24901 NORTHWESTERN HWY STE 312
SOUTHFIELD MI 48075



003118

Employer ID Number: 38-3023715
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Dec. 18, 2015, regarding your tax-exempt status.

We issued you a determination letter in July 1992, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) 3.

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

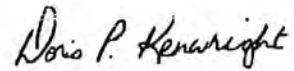
For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

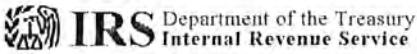
0248132325
Dec. 30, 2015 LTR 4168C 0
38-3023715 000000 00
00016623

EISENHOWER DANCE ENSEMBLE
24901 NORTHWESTERN HWY STE 312
SOUTHFIELD MI 48075

Sincerely yours,

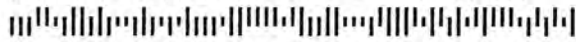


Doris Kenwright, Operation Mgr.
Accounts Management Operations 1



Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

003118.627899.201298.29062 1 AB 0.416 530



EISENHOWER DANCE ENSEMBLE
24901 NORTHWESTERN HWY STE 312
SOUTHFIELD MI 48075

003118

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.



The IRS address must appear in the window.

0248132325

BODCD-TE

Use for payments

Letter Number: LTR4168C

Letter Date : 2015-12-30

Tax Period : 000000



383023715

INTERNAL REVENUE SERVICE

P.O. Box 2508

Cincinnati OH 45201



EISENHOWER DANCE ENSEMBLE

24901 NORTHWESTERN HWY STE 312

SOUTHFIELD MI 48075

383023715 PT EISE 00 2 000000 670 000000000000

EISENHOWER
DANCE DETROIT
INNOVATE | CULTIVATE | *INSPIRE*

Eisenhower Dance Ensemble does not have membership criteria. The event chairperson, Jenna Barba, has been a member of the Eisenhower Dance board of directors for three years.

DATE: May 3rd, 2021

TO: Thomas Markus, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Sculpture Donation of "Dynamic Tension" by Lois Teicher

INTRODUCTION:

Artist Lois Teicher has applied to donate her sculpture "Dynamic Tension" to the City of Birmingham. The sculpture is 50" in height, 65" in width, 35" in length, and weighs approximately 200 pounds. The sculpture consists of 3/8" thick welded aluminum plates with powder coated color baked on. The artist has indicated a preference for the sculpture to be located at the intersection of Henrietta and W. Maple in front of Anthropologie.

BACKGROUND:

The artist initially applied to loan the art but then decided upon donating "Dynamic Tension" to the City. The preferred location of Henrietta and W. Maple was included in the Public Arts Board's Call for Entry and makes the artist eligible for \$2,000 stipend if approved. The location was also included as an 8' x 6' pad for public art in the MKSK plans when W. Maple Road and the sidewalk was repaved.

The artist's description of the sculpture is as follows:

The great life force is NATURE from which we are a part. Physics is the foundation for all life and natural phenomenon. As an example, we live in Time and Space. Motion and Energy play an essential part. The proposed sculpture titled, Dynamic Tension, expresses, in visual form, the tension of cycles, change, anticipation, continuum, energy, and gravity, which speaks to these universal truths both within the greater cosmos, as well as our human lived experience.

Lois Teicher has been featured in a number of local, regional and national galleries. Her sculpture "Curved Form with Rectangle and Space" is currently located outside of the historic Scarab Club, behind the DIA in Detroit, Michigan. You can learn more about the artist at her website <https://loisteichersculptor.com/>.

On April 21st, 2021 The Public Arts Board reviewed the application and recommended that the City accept the donation of the sculpture and have it installed at Henrietta and W. Maple. The height of the sculpture was discussed and both the artist and the Board agreed it would not need a pedestal. They did not want to elevate it to a point where it interfered with Anthropologie's window display, and they believed the existing design and height would coordinate with and compliment the retail displays behind it.

LEGAL REVIEW:

The City Attorney has reviewed the application and has no issues.

FISCAL IMPACT:

The City Commission approved the Public Arts Board's Call for Entry in December 2020 which included a \$2,000 stipend for up to five approved works of art. This would be the second approval of the Call for Entry.

PUBLIC NOTIFICATION:

Although not required, a public notice sign was placed beside the proposed location.

SUMMARY:

The Planning Division recommends that the City Commission accept the donation of "Dynamic Tension" by Lois Teicher as a part of the Public Arts Board's Call for Entry and that the sculpture be installed on the base pad in place at Henrietta Street and W. Maple.

ATTACHMENTS:

Application
Sculpture proposal
Artist resume
Public Arts Board Memo & Minutes
Relevant Call for Entry pages

SUGGESTED RESOLUTION:

To accept the donation of "Dynamic Tension" by Lois Teicher and to approve the recommended location at Henrietta and W. Maple Road.

AND

To approve the payment of a \$2,000 stipend from the Public Arts Board budget to the artist for the donation and installation of the sculpture, to be charged to the Public Arts Board account #101-299-000-811-0000.

APPLICATION FOR ART IN PUBLIC SPACES

APPLICANT NAME

Lois Teicher

Web: Loisteichersculptor.com

DAYTIME PHONE

313 683-5549

EMAIL

Loisteicher@yahoo.com

DONOR, OWNER, OR AGENT (DEALER)

Lois Teicher

ARTIST (first and last) or PROJECT NAME

Lois Teicher

W. Maple Rd. & Henrietta

Site #1

TITLE

"Dynamic"

Welded 3/8" aluminum plate

Color, powder coated (baked on)

DATE OF ARTWORK

2021 Based on small studio piece

MEDIUM/TECHNIQUE

PROPOSED

☐ DONATION

☒ LOAN

Proposed

DESCRIPTION OF ARTWORK

Based on 2018 studio small scale sculpture. This piece would be scaled up and a variation on the studio piece. Specific to this Birmingham site. Concept Dynamic Tension.

50"		65"		35"	approx 200lbs
HEIGHT	x	WIDTH	x	LENGTH/DEPTH	WEIGHT

OBJECT TYPE(S)/MATERIAL

3/8" thick welded aluminum plate

(i.e., metal, glass, stone, etc.)

DESIGN LOADS

No issue

Bolted to concrete slab

(i.e., wind, and dead loads)

INSCRIPTION/FOUNDRY MARKS

(if multiple, please include edition number)

None

PRESENT LOCATION OF ARTWORK (where is the work of art?)

To be fabricated

CONDITION

Perfect

MAINTENANCE REQUIRED

None

(long term care/annual)

After 10 years may need re-powdercoating

\$20,000.00

Value, based on previous work in similar scale, sold.

VALUE

☐ APPRAISED

☐ OWNER'S STATED VALUE

FOOTING/FOUNDATION REQUIREMENTS

Existing concrete pad bolted to concrete pad

NARRATIVE/RATIONALE FOR GIFT/LOAN/TEMPORARY INSTALLATION

With funds available to cover my expensis, I am delighted to create a 3 dimensional sculpture for this Birmingham specific site.

Lois Teicher
SIGNATURE

4/12/21
DATE

*****Submit application together with prints or digital images of artwork, foundation plans, completed Outdoor Sculpture Agreement (if temporary sculpture), and a vitae or resume of the artist to:**

City of Birmingham
Attn: City Clerk – c/o Public Arts Board
151 Martin St.
P.O. Box 3001
Birmingham, MI 48012

PAB Action (Office use only)

Date Received: _____

Presented for Public Arts Board discussion: _____

Board Action: ☐ Recommended for approval ☐ Not recommended for approval

Insurance: ☐ Provided by CCBB ☐ Provided by City ☐ Other _____

Recommendation(s)/Action Taken _____

Routing and dates approved (Office use only):

Y N

☐ ☐ Planning _____

☐ ☐ Engineering _____

☐ ☐ Public Safety (Police/Fire) _____

☐ ☐ Parks and Recreation _____

☐ ☐ Approved by CCBB _____

☐ ☐ Approved by City Commission _____

Y N

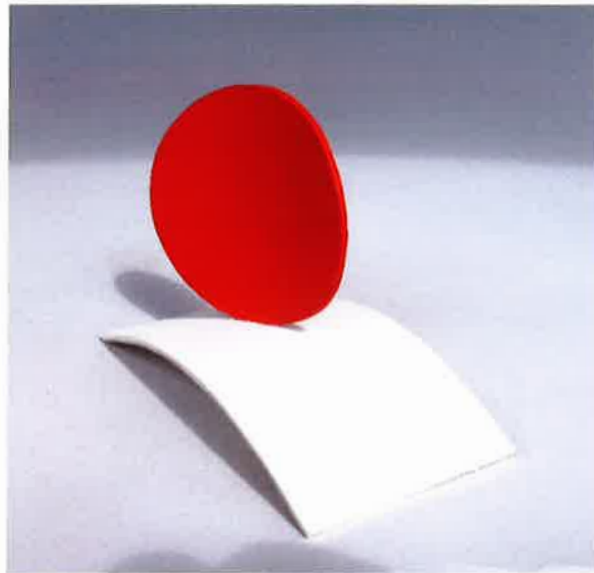
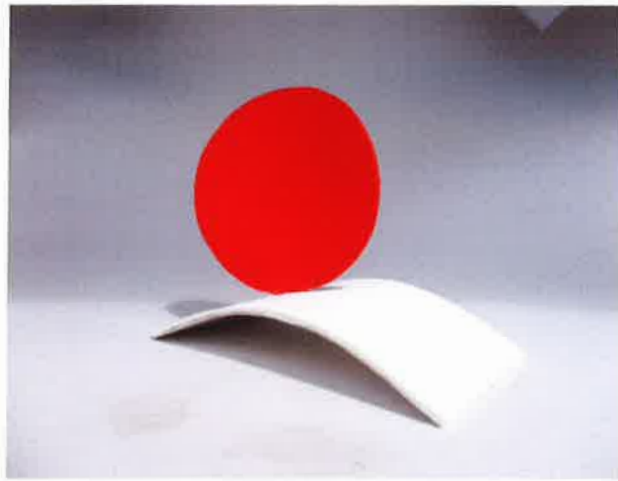
☐ ☐ Building _____

☐ ☐ Other _____

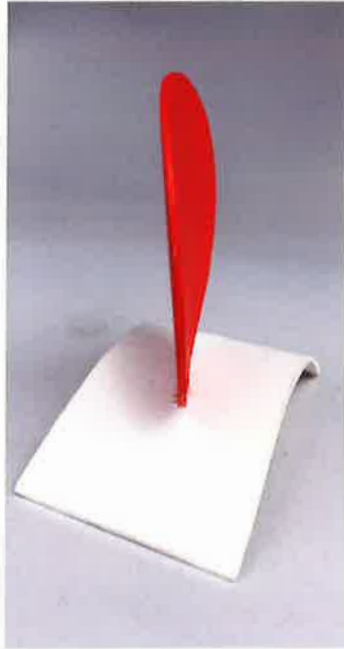
☐ ☐ Other _____

Site Location _____

(If artwork is to be permanently donated, the City of Birmingham has the right to relocate and /or remove the artwork from public display. If permanently donated, the City of Birmingham may provide the required insurance. If artwork is to be on temporary loan, the CCBB may provide required insurance.)



Lois Teicher, sculptor, 2021 Proposal for Birmingham



Red circular shape is rolled and not flat

Paper model, to be fabricated

Bolted to concrete slab from underneath

Web: Loisteichersculptor.com

Lois Teicher, Sculptor

Detroit, Michigan

Education

- 1981 MFA, Eastern Michigan University
- 1979 BFA, College for Creative Studies

Selected Site-Specific Commissions

- 2019 *Box*, Installed in The Eastern Market, Detroit, Michigan
- 2017 *Cosmic Variation & Geon* 2 pieces, First Holding Management Co., West Bloomfield, MI
- 2017 *Curved Form with Triangle and Space 3 d variation*, Private Collection, Anna & Johan de Nysschen, Hoboken, NJ
- 2016 *Curved Form with Triangle and Space Variation & Sequence*, 2 pieces First Holding management co. W. Bloomfield, MI
- 2016 *Continuity: Project 613*, Shir Shalom Synagogue, Bloomfield Hills, MI
- 2015 *Wave*, Private Collection, Wally E. Prechter, Grosse Ile, MI
- 2014 *Container#4*: Maxine and Stuart Frankel Foundation for Art, West Bloomfield, MI
- 2011 *Bag*, Adams Dairy Parkway Shopping Center, Blue Springs, MO
- 2009 *Half Circle*: Peggy Daitch, Birmingham, MI
- 2006 *Metaphor*, Municipal Bus Training Facility, Grand Blanc, MI
- 2005 *Half Circle Bench*, YMCA, Detroit, MI
- 2002 *Bench with Three Deep Seats*: Ferris State University, Big Rapids, MI.
- 2000 *Curved Form with Rectangle and Space*, Hudson's Art Park, Detroit, MI
- 1999 *Functional Reference*, Dennon Museum Center, Traverse City, MI
- Bonnet*, Michigan Legacy Art Park, Crystal Mountain Resort, Thompsonville, MI
- Conceptual Seats*: City of Mt. Clemens, MI
- 1994 *Paper Airplane Series with Deep Groove*, Bishop International Airport, Flint, MI

Selected Awards, Honors, Grants & Fellowships

- 2019 Sign Beam at Scarab Club, Detroit, MI
- 2019 Mayors Award, Dearborn, MI
- 2017 Lifetime achievement for Art, over 70, Hannan Foundation, MI
- 2014 Maas Prize, Bernard L. Maas Foundation, West Bloomfield, MI
- 2008 The Michigan Governors Award for Lifetime Achievement, Detroit, MI
- 2007 Nominee, The Joan Mitchell Foundation Fellowship, New York, NY
- 2006 The George Sugarman Foundation Project Grant, Retrospective Exhibition, Saginaw Art Museum, Saginaw, MI
- 1999 Mayoral Artist Award, Dearborn, MI
- 1998 Special Project Grant, Legacy Art Park, Funded by Art Serve of Michigan, Thompsonville, MI
- 1997 Residency, AIM program, Arts Foundation of Michigan, Detroit, MI
- 1996 The Pollock-Krasner Foundation International Monetary Award, New York, NY
- 1994 Creative Artist Grant, Arts Foundation of Michigan, Detroit, MI
- 1993 Creative Artist Grant, Arts Foundation of Michigan, Detroit, MI
- 1992 The Michigan Art & Patrons Award, Arts Foundation of Michigan, Detroit, MI
- 1990 The Pollock-Krasner Foundation International Monetary Award, New York, NY
- 1987 Allied Art in Architecture Award, Chene Park Installation, Parks & Recreation Department, Detroit, MI
- 1982 Exhibition Grant, Grand Masters Program, Detroit Council for Arts, Detroit, MI
- 1981 Artist Grant, Michigan Council for Arts, Detroit, MI

Selected Solo Exhibitions

- 2019 Scarab Club Retrospective, Title: Woman of Steel, Detroit, MI
- 2019 *Restatement*, Padzieski Gallery, Dearborn, MI
- 2018 *Yin/Yang*, Robert Kidd Gallery, Birmingham, MI, Teicher/Vian
- 2016 *Continuum*, Robert Kidd Gallery, Birmingham, MI,
- 2013 *Lois Teicher*, Artspace, Birmingham, MI
- 2008 *Lois Teicher: A Sculptural Retrospective 1979-2008*, Saginaw Art Museum, Saginaw, MI (Catalog)
- 2003 *Drawings & Sculpture*, P.F. Galleries, Clawson, MI

- 2002 *Small Scale*, Au Courant Gallery, Ferndale, MI
- 1996 *Work from the Wedge and Groove Series*, Alexa Lee Gallery, Ann Arbor, MI
- 1995 *The Wedge & Groove Series*, Dennon Museum Center, Traverse City, MI
- 1990 *Lois Teicher: Current Work*, Artspace, Birmingham, MI
- 1985 *Lois Teicher*, Detroit Council for the Arts Gallery, Detroit, MI

Selected Group Exhibitions

- 2019 Members show, Gold Metal, Scarab Club, Detroit, Michigan
- 2019 "Thank you Mies" Detroit Artist Market, Detroit, MI
- 2017 *Midwinter Lights*, Robert Kidd Gallery, Birmingham, MI
- 2016 *Detroit Abstraction*, curated by Rick Vian, Janice Charach Gallery, West Bloomfield, MI
- 2015 *Wine and Art Auction*, College for Creative Studies, Detroit, MI
- Ladder 12 Art Auction*, Detroit Artists Market, Detroit, MI
- The Art of Collecting*, Flint Institute of Arts, Flint, MI
- 2014 *Detroit at CTAC*, Crooked Tree Art Center, Petoskey, MI
- Three*: Lois Teicher, Marie Woo, Kathryn Luchs, Detroit Artists Market, Detroit, MI
- 2013 *Selections*, Robert Kidd Gallery, Birmingham, MI
- Alumni Exhibition*, Featured as Established Artist, College for Creative Studies, Detroit, MI
- 2012 *Ménage a Detroit: Three generations of Expressionist Art in Detroit, 1970-2012*, curated by Dennis Nawrocki, N'Namdi Center for Contemporary Art, Detroit, MI
- 2011 *Three Views: Rose DeSloover, Sherry Moore, Lois Teicher*, Birmingham Bloomfield Art Center, Birmingham, MI
- 2010 *Connections*, The Scarab Club, Detroit, MI
- 2009 *Michigan Masters*, Kresge Art Museum, East Lansing, MI
- 2008 *Group Exhibition*, Marshall Fredericks Sculpture Museum, University Center, MI
- 2005 *Small Works*, Contemporary Art Institute of Detroit, Detroit, MI
- 2004 *Women in White*, Krasl Art Center, St Joseph, MI
- 1999 *Three-Dimensional Works*, Detroit Contemporary, Detroit, MI
- 1998 *Architectural Models & Small Sculpture*, Dewaters Art Center, Flint, MI
- 1997 *Outdoor Sculpture*, Krasl Art Center, St. Joseph, MI
- Goddesses*, Center Galleries, College for Creative Studies, Detroit, MI
- 1996 *Interventions*, curated by Jan van der Marck, Detroit Institute of Arts, Detroit MI
- 1993 *Michigan Outdoor Sculpture Exhibition*, Business Consortium for Arts, Southfield, MI
- Reductive Abstraction*, curated by Jan van der Marck, Detroit Institute of Arts, Detroit, MI
- 1992 *The Home Show*, Curated by Dennis Nawrocki, Center Galleries, College For Creative Studies, Detroit, MI
- 1991 *The Challenge of the Chair*, Curated by Mary B. Stephenson, Detroit Institute of Arts, Detroit, MI
- 1990 *Recent Acquisitions*, curated by Jan van der Marck, Detroit Institute of Arts, Detroit, MI
- 1989 *In search of the American Experience*, Group of Six, Curated by James Cavello, Museum of the National Arts Foundation, New York, NY
- 1988 *The Plain of Truth*, curated by Jan van der Marck, Detroit Institute of Arts, Detroit, MI
- 1987 *Extended Media Fresh Visions*, curated by Jan van der Marck, Detroit Institute of Arts, Detroit, MI
- 1984 *Ongoing Work Series*, Detroit Institute of Arts, Detroit, MI
- 1979 *21 Downtown Detroit Artists*, curated by Roy Slade, Cranbrook Art Museum, Bloomfield Hills, MI

Selected Museum & Foundation Collections

Detroit Institute of Arts, Detroit, MI
Maxine & Stuart Frankel Foundation for Art, Bloomfield Hills, MI
 Flint Institute of Arts, Flint, MI
 Dennon Museum Center, Traverse City, MI
 Saginaw Art Museum, Saginaw, MI

Selected College & University Collections

Wayne State University, Detroit Artist collections
 College for Creative Studies, Detroit, MI
 Ferris State University, Big Rapids, MI

University of Michigan, Dearborn, MI
Wayne State University Law Library, Detroit, M

Selected Corporate & Public Collections

U of M, N Campus Research Complex, Main Gallery
Firm Real Estate LLC, Detroit, Michigan
Shir Shalom Synagogue, Bloomfield Hills, MI
First Holding Management Co., West Bloomfield, MI
Adams Dairy Parkway, outdoor sculpture, Blue Springs, MO
Mass Transportation Authority, Grand Blanc, MI
YMCA, Detroit, MI
Compuware Corporation, Detroit, MI
Hudson's Art Park, Detroit, MI
The City of Mt. Clemens, Mt. Clemens, MI
Michigan Legacy Art Park, Chrystal Mountain Resort, Thompsonville, MI
Bishop International Airport, Flint, MI
Dykema & Gosset, Detroit, MI
Blue Cross Blue Shield of Michigan, Detroit, MI

Selected Private Collections

Noah & Lisa Teicher, Huntington Woods, Mi
John & Chris Peters, Belleville, Mi
Maryann Wilkinson, Farmington Hills, Mi
Michelle & Glen Cantor, Huntington Woods, Mi
David & Jennifer Fischer, Troy, Mi
Johnette Howard, Bridgehampton, NY
Lyndon Nelson, Birmingham, Mi
Susie Sills, Bloomfield Hills, Mi
Anna & Johan de Nysschen, Hoboken, NJ
Sis Fisher, Bloomfield Hills, MI
Waltraud E. Prechter, Grosse Ile, MI
David and Jennifer Fischer, Bloomfield Hills, MI
Robert and Reva Rosen, Bloomfield Hills, MI
Tom Albrecht, Washington DC
Claire Weber, Troy, MI
Private Collection, New York, NY
Ellen Minkin, Bloomfield Hills, MI
Cina Zena, FL
Laura Tauber, San Diego, CA
David & Elyse Foltyn, Birmingham, MI
Lois P. Cohn, Birmingham, MI
Mary Stephenson & Robert Swaney, Grosse Pointe, MI
Dr. Scott Langenburg, Grosse Pointe, MI
Robert Frieland & Robert Machado, Austin, TX
Peggy Daitch & Peter Remington, Birmingham, MI
Sharon Zimmerman, Birmingham, MI
Linda Ross, Huntington Woods, Michigan
Robert Endres, Detroit, MI
Cara & Larry Kazanowski, Orchard Lake, MI
Marilyn Finkel, West Bloomfield, MI
Evie & Vern Wheat, Birmingham, MI
Rose DeSloover & Art Spears, Farmington Hills, MI
Eric Kirman, Birmingham, MI
Shirley & Frank Piku, MI
Robert Hensleigh, Royal Oak, MI
Rick Carmody, Ferndale, MI

Katherine Rines, Birmingham, MI
Dennis Nawrocki, Detroit, MI
Dulcie & Norman Rosenfeld, Bloomfield Hills, MI

Selected Publications

- 2019 The Sculpture of Lois Teicher, Treasure Press, presented at Scarab Club in Detroit
Electrifying Lois Teicher show at Detroit's Scarab Club, Michael Hodges, The Detroit News
Lois Teicher. Woman of Steel, written for Scarab Club gallery, Maryann Wilkinson, Ex. Director, Scarab Club,
- 2018 Essay'd, MaryAnn Wilkinson, Short essays on Detroit artists
- 2016 Detroit Abstraction, Vince Carducci. Motown Review of Art.
Continuum at Robert Kidd Gallery, Ron Scott. Detroit Art Review.
Continuum Solo at Robert Kidd Gallery, Stephani Sokol. The Oakland Press.
Lois Teicher: Continuum, Susanne Chessler. The Jewish News.
- 2014 Detroit Artist Market 3-Person Exhibition, Jim Wilke. Artifizz.
- 2013 Renaissance Artists: Creative Community Revives Block, Gary Anglebrandt. Crain's Detroit Business News.
Lois Teicher: The Sculptor, Joshua Teicher, director. Giant Films. <http://www.imdb.com/video/wab/vi1979515417/>
- 2008 Art in Detroit Public Places. Third Edition, Dennis Nawrocki. Wayne State University Press. pp. cover, 70, 71
Lois Teicher: A Sculptural Retrospective 1979-2008, Ryan Kaltenbach. Saginaw Art Museum.
- 2009 Lois Teicher: Private Voice, Public Benefit, Vince Carducci. International Sculpture Magazine.
Contemporary American Women Sculptors, Virginia Watson-Jones. Oryx Press. pp. 574, 575
The Detroit Artist Market 1932-1982, Marilyn Wheaton, Editor. Wayne State University Press. pp. 42, 91, 94
The Detroit Institute of Arts: A Brief History, William H. Peck. Booth-American Company. p. 192,
- 2004 I knew I Was A Woman When..., Vanessa Denha. Publishamerica Inc.

Professional History

- 2019 Walk through talk, at solo exhibition, Scarab Club, Detroit, MI
- 2019 Slide presentation, Birmingham Bloomfield Art Association
- 2016 Lecture, *An Afternoon with Lois Teicher*, Robert Kidd Gallery, Birmingham, MI
Studio Lecture, Birmingham Bloomfield Art Center Tour, Detroit, MI
- 2015 Juror, UAW Chrysler Art Collaborative project
Juror, E 11 Mile Public Art Call for Artist, outdoor installation project, Royal Oak, MI
- 2014 Juror, UAW-Ford Motor Co. Art Collaborative Project, Detroit, MI
Lecture, Crooked Tree Art Center, Petoskey, MI
Lecture, Detroit Artists Market, Detroit, MI
- 2013 Juror, *ArtScape Riverfront Exhibition*, Downtown Riverwalk, Detroit, MI
Lecture, Compuware Co., Detroit, MI
Visiting Artist Lecture, Wayne State University, Detroit, MI
Juror, Ann Arbor Art Fair, Ann Arbor, MI
- 2010 Interview, *Creativity In Later Life*, Katherine M. Munter, Doctoral Candidate, University of Michigan School of Psychology, Ann Arbor, MI
Lecture, The Scarab Club, Detroit, MI
- 2008 Juror, VISA Art touring children's exhibition
- 2005 Juror for outdoor sculpture, Sterling Scapes #4, Sterling Heights, Michigan
- 2000 Committee Member, New City Gallery, Dearborn, MI
- 1999 Lecture, *Lois Teicher: Bonnet*, Michigan Legacy Art Park, Thompsonville, MI
- 1998 Curator, Courthouse Sculpture Exhibition, Dearborn, MI
- 1996 Panel Discussion Member, *The Michigan Art Scene: How Has It Changed?*, Paint Creek Center for the Arts, Rochester, MI
- 1995 Visiting Artist, Cass Technical High School, Detroit, MI
- 1994 Lecture, Pallet and Brush Club, Southfield, MI
Juror, Regional Artist Grant Program, Randolph Street Gallery, Chicago, IL
Juror, Creative Artist Program, Arts Foundation of Michigan & Michigan Council for Arts, Detroit, MI
- 1982 Juror, *Celebrate Michigan Artists*, Paint Creek Center for the Arts, Rochester, MI



MEMORANDUM

Planning Division

DATE: April 21st, 2021

TO: Public Arts Board Members

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Art on Loan Application for "Dynamic" by Lois Teicher

Artist Lois Teicher has applied to loan her sculpture "Dynamic" to the City of Birmingham. The sculpture is 50" in height, 65" in width, 35" in length, and weighs approximately 200 pounds. The sculpture consists of 3/8" thick welded aluminum plates with powder coated color baked on.

The artist has indicated an interest for installation at the intersection of Henrietta and W. Maple where there is a vacant concrete base pad at the moment. The dimensions of the pad are 8' x 6' and 8 inches deep of concrete. This location is included in the City's Call For Entry that has \$2,000 available for an approved sculpture. Being that the applicant has applied to loan the sculpture, if the artwork is approved the artist would receive \$1,000 after installation and another \$1,000 after 3 years of keeping the sculpture at the location.

The application includes a paper model of the sculpture with a curved red circular figure atop a curved white rectangular figure. The final sculpture would be created by the artist if approved. Examples of the artist's work can be seen on her website at <https://loisteichersculptor.com/>. The sculpture would be bolted into the concrete and would not need a pedestal or base pad.

The Public Arts Board generally discusses possible locations and plans a site visit on the first round of review, however the artist has indicated an interest in the site already, and has not yet created the sculpture. Planning Division recommends approval of the sculpture for the location.

Suggestion Motion:

To recommend the sculpture "Dynamic" by Lois Teicher as art-on-loan to be placed at the intersection of Henrietta and Maple as specified in the 2021 Call For Entry;

AND

To recommend the artist receive an installation stipend of \$2,000 as specified in the 2021 Call For Entry; \$1,000 once installed and then another \$1,000 after 3-years.

Public Arts Board Minutes

Public Meeting on Zoom – April 21st, 2021

A. Roll Call:

Members Present: Barbara Heller, Monica Neville, Annie VanGeldereren, Anne Ritchie, Natalie Bishae, Peggy Daitch, Marla Kaftan, Jason Eddleston, Nora Sherifaj (Student Rep)

Members Absent: Linda Wells

Administration: Brooks Cowan, City Planner

B. Approval of Minutes – March 17th, 2021

Motion to approve minutes by Annie VanGeldereren, seconded by Peggy Daitch

Yeas: 7 Nays: 0

The motion carried.

C. New Business

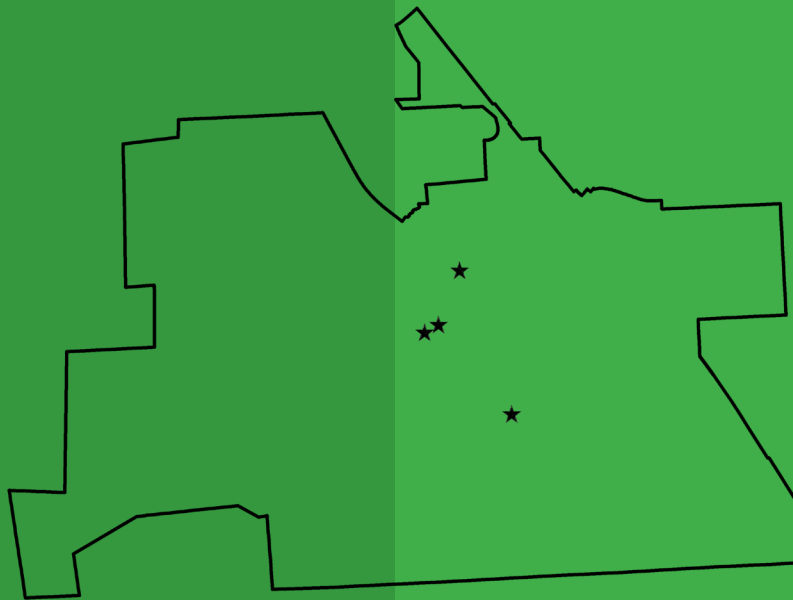
Artist Lois Teicher applied to donate a sculpture to the City of Birmingham as a part of the Public Arts Board's Call for Entry. It was noted that the applicant originally applied for art on loan, but changed her mind and would like to donate it to the City. The sculpture has yet to be fabricated however the artist was able to provide a paper model and dimensions of the end product. The Public Arts Board was pleased to have the opportunity to display the artist's work in Birmingham and discussed other sculptures they had seen by the artist. The artist and the Board agreed it would not need to be elevated, and that attaching it directly to the concrete would blend in well with the retail behind it due to its size and height. The artist provided her own description of the meaning and interpretation of the work during the meeting. The Board again expressed their gratitude for the sculpture and how excited they were for the opportunity.

A motion to recommend to City Commission that the City accept the sculpture donation of "Dynamic Tension" by Lois Teicher and that it be placed at the intersection of Henrietta and Maple as specified in the 2021 Call for Entry and to recommend the artist receive an installation stipend of \$2,000 after installation was made by Peggy Daitch and seconded by Annie Van Gelderen.

Yeas: 7 Nays: 0

The motion carried.

Birmingham Michigan Sculpture Call For Entry



The City of Birmingham, Michigan is seeking applications for sculpture donations and loans at four locations throughout the City.

Birmingham is able to provide a \$2,000 stipend to artists for approved art work. Art on loan has a minimum term of 3 years to be eligible for the stipend. Applications for donations and loans must be approved by June 30th, 2021.

Please visit Birmingham's [Public Art](#) page to learn more about the City's Art in Public Spaces program and to download a sculpture donation or loan application.

You can also browse images of the City's various sculptures on Birmingham's Art in Public Spaces [Pinterest page](#).

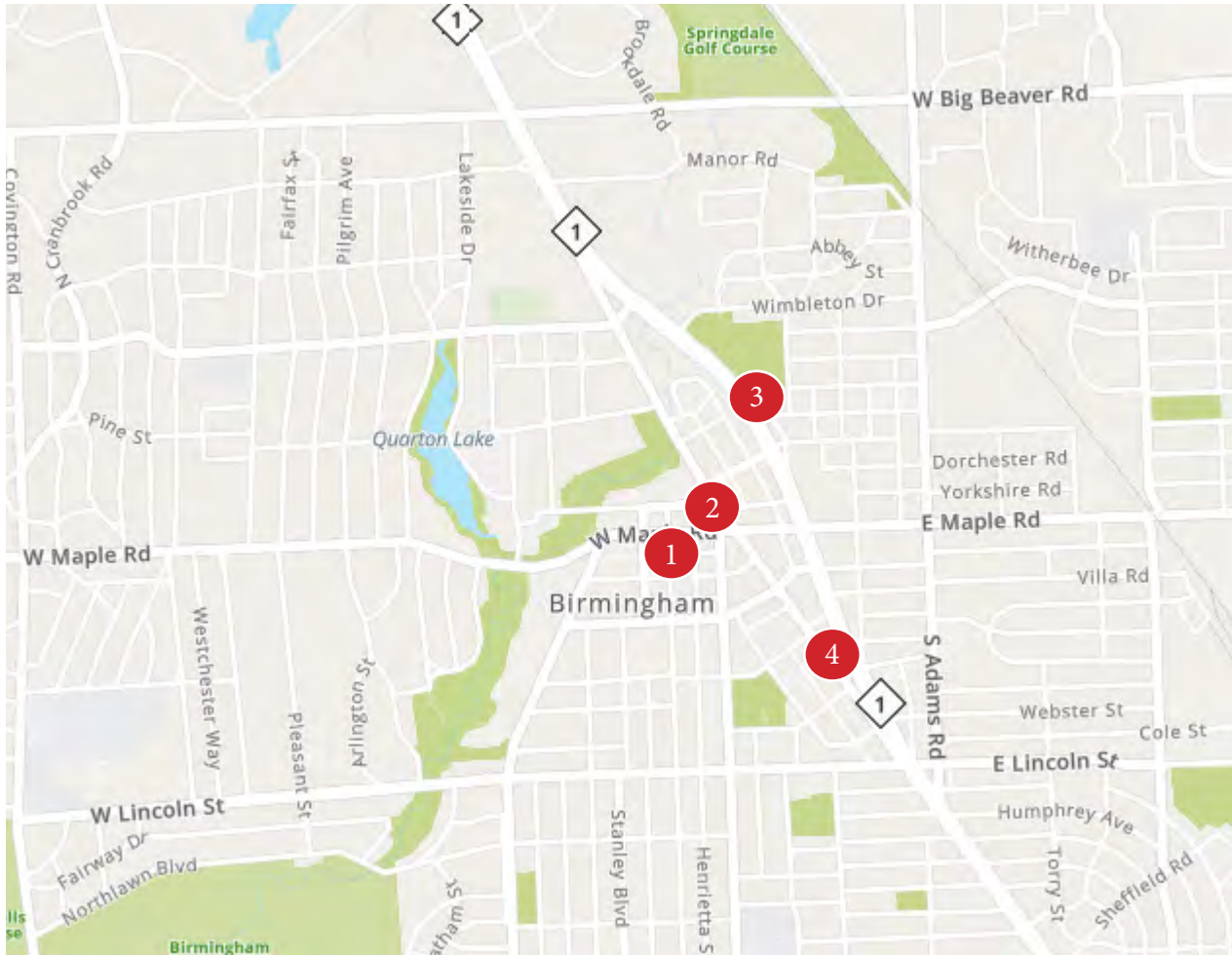
For more information, please contact:

Brooks Cowan

BCowan@Bhamgov.org

(248) 530-1846







Site 1

W. Maple and Henrietta

Surrounding:

Sidewalk, planters, and historical district buildings. Anthropologie currently located behind the pad.

Access:

sidewalk along W. Maple.

Visibility:

Visible from Maple Road heading east and west, as well as northbound on Henrietta.

Base Pad:

8' x 6' concrete pad 8 inches deep surrounded by plantings.

Terminating Vista:

This location is a Terminating Vista which requires enhanced design features as per Birmingham's Zoning Ordinance requirements. Please see Birmingham's [Terminating Vista Report](#) for more information.



West Maple Project Rendering, MKSK





MEMORANDUM

Police Department

DATE: April 29, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Mental Health Co-Response Team (CoRe) Interlocal Agreement

INTRODUCTION:

Over the course of the last year, there has been a great deal of national, state and local conversation around the efficacy of policing, especially law enforcement's response to non-criminal calls for service involving persons experiencing some type of crisis. Over time, resources for people in crisis at all levels of government have been reduced, leaving individuals in crisis without needed assistance, care or treatment. As a result, many persons in crisis, as well as concerned members of the public, now rely on law enforcement to intervene and address these issues. Between October 2019 and October 2020, our police department saw an increase of 37% in calls for service involving persons experiencing a mental health crisis.

Mental illness, drug abuse and addiction, seniors without support structures or suffering from dementia, juvenile behavioral issues and other "service" related calls are all examples of calls addressed by officers dealing with people in crisis. However, sufficient follow-up and the provision of services to solve or assist with these issues by the police is lacking. These community concerns can be more effectively addressed if law enforcement officers collaborate with social service professionals to provide proper follow-up and assistance. Not only do these social service professionals have an in-depth understanding and experience coping with various social and medical circumstances, but they also have the connections in the mental health/social work environment to address directly, with familiarity and expertise, what services are available to citizens in terms of service options and proper mechanisms for obtaining pre-existing services.

The police department, in collaboration with the police departments from Auburn Hills and Bloomfield Township and the Oakland County Health Network (OCHN) have proposed forming a Mental Health Co-Response Team Program under an interlocal agreement to address the critical need for social services in our community.

BACKGROUND:

Over the last eight months, staff have developed partnerships with the Oakland Community Health Network (OCHN, formerly the Oakland County Community Mental Health Authority), Auburn Hills PD and Bloomfield Township PD. This partnership has led to extensive research in the three communities by evaluating the frequency of mental health related service calls, how they are handled, utilization of resources and how other police departments in the state/country are addressing the need for improvement.

Recommendations to improve service delivery include:

1. Establish a partnership through an interlocal agreement among all participating agencies with OCHN.
2. Hire a full-time mental health clinician to work within all three police departments.
 - a. Clinician will be contracted directly from OCHN and the three communities will share the cost.
3. Provide the clinician a vehicle, workspace at each police department and communication devices, cost shared by all three communities.
4. Train 100% of staff at each police department in Mental Health First Aid and Crisis Intervention Team training (CIT).
 - a. Agencies will collaborate together to provide instructors, facilities and equipment for training.
5. Establish a community based mental health team of law enforcement and mental health professionals to meet quarterly in order to work toward improving service delivery to those in the community and educate staff of available resources.
6. Improve mental health call for service tracking and annual evaluation of the program.

The mental health clinician will work across all three communities by co-responding with police to calls for service (when available), proactively conduct follow-ups with people/families, establish communication lines with hospitals, courts, jails and provide proactive education to community members. The mental health clinician will work a flex schedule, focusing on peak days and times for people suffering from mental health crisis as identified through research as well as scheduling follow-ups with people and families.

LEGAL REVIEW:

The City Attorney participated directly in the writing of the interlocal agreement along with counsel from both Auburn Hills and Bloomfield Township (same attorney represents both communities) and OCHN's in-house counsel. The City Attorney will be present at the Commission meeting on May 10, 2021 if there are any questions concerning the interlocal agreement. The interlocal agreement between the City of Birmingham, the City of Auburn Hills, the Township of Bloomfield and the Oakland County Health Network is attached.

FISCAL IMPACT:

The police department began researching this program in June of 2020. As stated earlier, collaborative efforts with Auburn hills, Bloomfield Township and OCHN have taken place over the course of the past eight months. This research process has identified potential grant opportunities for the funding of the CoRe program. To date, the CoRe program has applied for two grants, one state and one federal. The CoRe team has applied for a \$75,000 grant with the Community Foundation of Southeast Michigan. It is expected that the award decision from the foundation

will be announced in late May or June. The second grant is through the Substance Abuse and Mental Health Services Administration (SAMHSA). The CoRe team is being assisted by Congresswoman Haley Stevens. After hearing about our proposed Mental Health Co-Response Program, Congresswoman Stevens' Office reached out to the CoRe team and suggested we submit this project for federal funding through the Appropriations Committee for fiscal year 2022. It is our understanding that this funding decision may not be known until late September or October.

The initial cost of starting the CoRe program will be \$133,000.00, with an annual recurring cost of \$103,000.00. This includes salary/wages for the clinician, vehicle, fuel, insurance, radio, computer, and cell phone. These costs will be shared among the three communities equally, with an initial cost of \$44,333.00 and an annual recurring cost of \$34,333.00 for each community. It is our intention to utilize all grant funding for the CoRe program if successfully awarded. In the 2021-2022 budget, the City will include \$44,000.00 as a revenue from grant funding to fund the CoRe program. If the grant funding does not come to fruition or does not cover the total cost of the program, the police department will work with City Manager Markus and Finance Director Gerber to identify a funding source through an internal budget transfer. Future expenses for the CoRe program will be submitted in the annual budget for consideration.

SUMMARY:

In an effort to be proactive and responsive to our community, the police department has collaborated with the City of Auburn Hills, the Township of Bloomfield and the Oakland County Health Network under a proposed interlocal agreement to provide a full time social work clinician. The clinician will assist all three communities in the delivery of police services to people suffering from a mental health crisis and/or other non-criminal "service" related calls. The clinician will address the needs of community members suffering from mental health and/or other social issues and provide the needed follow-up to assist those members (and their families). It is the hope that by collaborating with the social work community and all of their associated resources, our police department will be more effective and responsive in meeting the expectations of the community in how we address the needs of people suffering from mental health crises and other non-criminal service calls.

ATTACHMENTS:

1. Proposed Mental Health Co-Response Program interlocal agreement between the City of Birmingham, the City of Auburn Hills, the Township of Bloomfield and the Oakland County Health Network

SUGGESTED RESOLUTION:

To approve the interlocal agreement for the Mental Health Co-Response Team, further to direct the Mayor and the Chief of Police to sign the agreement on behalf of the City.

INTERLOCAL AGREEMENT

FOR THE MENTAL HEALTH CO-RESPONSE TEAM

THIS INTERLOCAL AGREEMENT entered into by and between the City of Auburn Hills, the City of Birmingham, the Charter Township of Bloomfield, (each a “Participating Agency” and collectively “Participating Agencies”) and the Oakland Community Health Network (“OCHN”), all located in the County of Oakland, State of Michigan, which collectively shall be referred to as the “Mental Health Co-Response Team” or “Team” .

RECITALS

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, MCLA §124.501 et seq.; MSA §5.4088 et seq. provides that a public agency (defined to mean a political subdivision of this state including, but not limited to, a county, city, village, township, or charter township) may exercise jointly with any other public agency of the state any power, privilege or authority which such agencies share in common and which each might exercise separately; and,

Each local governmental unit has decided that it is in the best interests of such local governmental unit to become a Member of the Team to exercise such additional powers, functions, duties, and responsibilities granted to the Team and imposed upon it by this Agreement; and,

The Members endeavor to realize and benefit from each Member’s accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Member by being a Member of the Team; and,

In consideration of the foregoing, the parties agree to the Interlocal Agreement as set forth below.

SECTION 1: Purpose of Agreement

- A. This Agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to mental health professionals, regionalized facilities, programs, and the assistance of other departments through the creation of the CoRe Crisis Outreach Program (“Program”). CoRe Crisis Outreach Program is the co-response mental health community outreach initiative, which contracts an OCHN social worker to work with three municipal police departments: the City of Auburn Hills, the City of Birmingham, and the Charter Township of Bloomfield. The Team’s commitment is to partner police response with community mental health/substance abuse resources in order to improve services to those impacted by behavioral health crises. The program serves to supplement the overall response with a specialized approach to provide added support to first-responding officers before, during, and after a crisis occurs.
- B. The purpose of this Agreement is to provide the means whereby enhanced access to mental health resources, facilities, programs, training, and assistance through the CoRe Program is provided by the Intergovernmental cooperation of the Participating Agencies.
- C. It is the intent of this organization that each Participating Agency shall share the costs and risk of liability associated with personnel, training, and equipment. When entering into membership, it is impossible to predict the frequency or intensity of a particular member’s needs. Therefore, some members may ultimately receive a greater measure of actual benefit than other members.
- D. The purpose of entering into such an Intergovernmental Agreement is to gain access to a mental health clinician to work within the participating police departments, respond to people in crisis in the communities, follow-up with people and families, and proactively address the mental health needs in the communities.

SECTION 2: Definitions

For purposes of this Agreement, the following terms shall be defined as set forth in this section, as follows:

- A. *Agreement.* This Intergovernmental Mental Health Co-Response Team Agreement.

- B. *Mental Health Clinician.* A mental health professional, who will have any of the following minimum licensure: master's level social worker, limited licensed psychologist, licensed practicing counselor, or marriage and family therapist.
- C. *Chief of Police.* The highest ranking law enforcement officer of a participating agency or his or her designee.
- D. *City Manager, Township Supervisor.* The chief administrative officer or designee of that officer for each member municipality.
- E. *Oakland Community Health Network.* A quasi-governmental entity established under Sections 204 and 205 of the Mental Health Code to provide behavioral health and substance use disorder services in Oakland County.
- F. *Member.* A governmental unit or public agency participating in the CoRe Program and have duly executed this Agreement.

SECTION 3: Rights and Responsibilities of Participating Agency

The rights of each Participating Agency shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police, or his or her designee, of each respective Participating Agency.

- A. Any Participating Agency may request assistance from the mental health clinician, in the judgment of the Chief of Police, or designee, of the requesting agency, when such assistance is necessary. The request shall be made directly to the mental health clinician.
- B. Each Participating Agency shall have a primary and secondary designated person to act as a liaison for the mental health clinician in support of the activities under this Agreement. This liaison can provide direction to the clinician, follow-up with necessary information, coordinate workspace within the department, organize pre-planned interventions with citizens in need, and other activities as mutually agreed.
- C. Any Participating Agency may request assistance from the mental health clinician during the clinician's scheduled work hours as may be established by the parties. It is understood that initially there will be one mental health clinician working full time (40 hours) per week across and within all three communities. It is also understood that during the clinician's scheduled work hours, the clinician will be responsible for monitoring communication devices to ensure that they are available during emergencies or coordinating their activities with the department liaisons.
- D. The Participating Agencies shall have a primary team coordinator and assistant coordinator, selected by the Chiefs of Police of the participating agencies. This

coordinator will be responsible for ensuring that the clinician is being properly utilized in all three communities and provide overall direction to the clinician.

- E. Nothing in this Agreement shall prevent any Member of the Team from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any Member of the Team from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

SECTION 4: OCHN Rights and Responsibilities

- A. OCHN shall employ one qualified full-time mental health clinician to support the three communities under the Program and this Agreement at the Participating Agencies' sole cost and expense. OCHN will be responsible for directly paying the mental health clinician's salary and benefits and shall be responsible for withholding applicable taxes, provided that the Participating Agencies shall reimburse OCHN for the costs of such salary and benefits.
- B. OCHN shall require staff providing services under this Agreement to abide by all state and federal laws, including department policies, related to the sharing of law enforcement sensitive information and mental health/medical information.
- C. Each Participating Agency shall be responsible for providing the necessary training to access any applicable systems and the use of law enforcement information.
- D. OCHN shall invoice the designated fiduciary the Costs (as defined below) utilizing a mutually agreed upon procedure.

SECTION 5: Responsibility of Costs for Participating Agencies

- A. The expenses associated with participating in this program will be shared equally among the three Participating Agencies. These expenses will include the cost of the clinician's salary/benefits, training, office supplies, vehicle, computer, communication devices (radio/phone), and office space (collectively "Costs").
- B. The Oakland Community Health Network will serve as the employer of the mental health clinician providing services under this Agreement. The Participating Agencies will be invoiced and shall pay OCHN for those Costs related to the clinician in accordance with the mutually established policy.

- C. A primary fiduciary shall be selected from the three Participating Agencies to serve the function of directing the finances of the Participating Agencies including expenses, revenues, and grant funding opportunities.
- D. Training expenses for staff supporting the Program shall be the responsibility of each Participating Agency.

SECTION 6: Responsibilities and Liability of Participating Agencies and Parties

- A. Each participating agency shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement both as to liability and as to the payment of benefits to such sworn or civilian personnel all to the same extent as such personnel are insured, indemnified and otherwise protected when acting within the participating agencies' respective corporate limits.
- B. Each participating agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including, but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.
- C. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other party or parties for any claims, lawsuits injuries, damages, attorney's fees or liability arising out of or stemming from an act, action or omission of a party.
- D. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any party.
- E. Confidentiality. Each Participating Agency shall comply with all state and federal standards regarding the protection and confidentiality of information as currently effective, subsequently enacted or as may be amended.
- F. Program Oversight. Each Member of the Team shall dedicate the necessary staff and resources to effectively operate the CoRe Program. The parties agree to develop a CoRe Crisis Outreach Policy and Procedure that will inform the Team how to operate the Program where this Agreement is silent such subject.

SECTION 7: CoRe Crisis Committee; Operations Manual

- A. The Participating Agencies and OCHN shall mutually establish an Operations Manual (i.e. CoRe Crisis Outreach Policy and Procedure) for implementing this Agreement. The Operations Manual shall include, but not be limited to, procedures for requesting, rendering and receiving aid. The Operations Manual shall be reviewed, updated and evaluated by the Participating Agencies and OCHN at regular intervals.
- B. CoRe Crisis Committee. The CoRe Crisis Committee shall consist of each agency's CoRe Team representatives, the crisis clinician, and community mental health stakeholders and resources that meet for the purpose of building an effective response to crisis incidents involving police that is built upon best practices, innovation, and experience. The CoRe Crisis Committee analyzes training and policies to ensure they are consistent with legal standards and community expectations. The CoRe Crisis Committee is responsible for streamlining services in the mental health community. The CoRe Crisis Committee will meet monthly to monitor the implementation/development of the CoRe Community Outreach Program.

Section 8: Term and Termination

- A. This Agreement shall be effective when executed by OCHN and each Participating Agency with resolutions passed by the governing bodies of each Participating Agency ("Effective Date").
- B. This Agreement shall remain in effect for one (1) year from the Effective Date, unless otherwise canceled or terminated by any of the parties pursuant to the terms of the Agreement. The parties agree and acknowledge that any Party's decision to terminate and/or cancel this Agreement, or any one or more individual OCHN services identified herein, shall not relieve the Participating Agencies' payment obligation for any OCHN services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this section shall survive the termination, cancellation, and/or expiration of this Agreement.
- C. Any party may terminate this Agreement with or without cause upon ninety (90) days prior written Notice to the other parties in accordance with the terms of this Agreement.

SECTION 9: General Provisions

- A. This Agreement shall remain in full force and effect and shall bind OCHN and each Participating Agency executing the Agreement and said governing body of the Participating Agency adopting a resolution giving its approval to this Agreement. Certified

copies of such resolution shall be filed with the other appropriate office of all other Participating Agencies and the OCHN within thirty (30) days of its passage.

- B. Amendment. This Agreement may be amended from time to time in writing and approved upon written agreement by all parties. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment. The Parties further agree that this Agreement shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement in any manner.
- C. Nothing in this Agreement shall be construed as creating an employer-employee relationship between any party (including any of its agents) and any other party (including any of its agents).
- D. The parties shall not discriminate against their employees, agents, applicants for employment or other person or entities with respect to hire, tenure, terms, conditions and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- E. Each Participating Agency agrees that the financial records and other relevant records related to the services performed will be available upon request for review or audit by OCHN or other appropriate officials.
- F. Except as otherwise provided in this Agreement, each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. In no event and under no circumstances in connection with or as a result of this Agreement shall any party be liable to any other party, or any other person, for any consequential, incidental, direct, indirect, special punitive, or other similar damages whatsoever (including, without limitation, damages for loss of business, profits, business interruption, or any other pecuniary loss or business detriment) arising from the services under this Agreement.
- G. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to the OCHN, it shall be addressed and sent to: 5505 Corporate Drive, Troy, MI 48098.
 - b. A party may change the address and/or individual to which Notice is sent by notifying the other parties in writing of the change.

- H. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- I. Authorization and Completion of Agreement. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- J. Compliance with Laws. Each party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
- K. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- L. Delegation and Assignment. Neither party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Parties.
- M. Waiver. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.
- N. Force Majeure. Each party shall be excused from any obligations under this Agreement during the time and to the extent that a party is prevented from performing due to causes beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; or (f) natural disasters. Reasonable notice shall be given to the affected Party of such event.
- O. This agreement shall be governed by and interpreted pursuant to the laws of the State of Michigan.
- P. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed this _____ day of _____ 2021.

CITY OF AUBURN HILLS

TOWNSHIP of BLOOMFIELD

By: _____

By: _____

Its: _____

Its: _____

Auburn Hills Police

Bloomfield Township Police

CITY OF BIRMINGHAM

OAKLAND COMMUNITY HEALTH NETWORK

By: _____

By: _____

Its: _____

Its: _____

Birmingham Police

Oakland Community Health Network

Mental Health Co-Response Team
Coordinator

Mental Health Co-Response Team
Assistant Coordinator

DATE: May 6, 2021

TO: Tom Markus, City Manager

FROM: Jim Surhigh, Consultant City Engineer
Scott Zielinski, Assistant City Engineer

SUBJECT: Grant Street Paving Project #1-21(P)
Water & Sewer Lateral Special Assessment District
Public Hearing

INTRODUCTION:

At the Commission meeting of April 12, 2021, the City Commission set a date of May 10, 2021 to hold a public hearing of necessity for the replacement of water and sewer laterals located within the limits of the Grant Street Paving Project area. Also at that meeting, a Public Hearing on Confirmation of the Roll, May 24, 2021 was set, should the assessment district be authorized.

BACKGROUND:

All owners in the district have been sent the attached letter and public hearing notice. To date, our office has received a small number of calls asking for clarifications about the upcoming project. We are not aware of any objections at this time.

LEGAL REVIEW:

The suggested special assessment district is consistent with the City Charter, and past precedence, with the exception that the home that currently has a lead water service that will be replaced all the way to the water meter at no charge, in accordance with the revised requirements of the Michigan Dept. of Environmental Quality (MDEQ). No legal review is required.

FISCAL IMPACT:

The costs being charged will cover the City's costs payable to the contractor relative to the pipe installation. As has been done traditionally, the City is subsidizing this program to a small degree in that inspection and restoration costs are covered by the City as a part of the overall cost of the project.

SUMMARY:

It is recommended that the City Commission conduct the public hearing, and authorize the special assessment district to defray the cost of the installation of new water and sewer laterals within the project area of the Grant Street Paving Project #1-21(P).

ATTACHMENTS:

- Notice of Necessity Public Hearing from the City Clerk
- Public Hearing notice for the Confirmation of the Roll from the City Clerk.
- Memo presented on April 12, 2021, recommending the setting of a public hearings.
- Letter hand delivered on May 6, 2021 to SAD affected properties.
- Maps of proposed assessment district.
- Proposed special assessment roll.

SUGGESTED RESOLUTION:

WHEREAS, The City Commission has established a policy requiring the replacement of undersized or lead water lateral lines and sewer laterals in excess of fifty years old when the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission is of the opinion that replacement of water and sewer laterals not meeting current criteria as a part of the planned road paving project is declared a necessity; and

WHEREAS, Formal bids have been received and the actual cost per foot for replacement of the water and sewer laterals has been determined,

RESOLVED, That all sewer and water laterals not meeting current criteria located within the limits of the following streets shall be replaced as a part of the Grant Street Paving Project (Contract #1-21(P)):

Grant St. – Lincoln St to Humphrey Ave and Bird Ave to W14 Mile.

RESOLVED, That at such time as the Assessor is directed to prepare the assessment roll, of which 100% of the contractor's charge to replace water and sewer lateral (calculated at the rate of \$50.00 per foot for water laterals and \$100.00 per foot +\$350 connection fee for sewer laterals) shall be charged to the adjoining property owners benefiting from the said laterals,

RESOLVED, That there be a special assessment district created and special assessments levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties, within the following district of 3 parcels:

Site Address: 1160 GRANT ST,BIRMINGHAM,MI,48009

Parcel Identification Number: 1936403031

Owner Name: GERARD SZCZEPANIAK

Property Description: T2N, R10E, SEC 36 ASSESSOR'S PLAT NO 5 S 1/2 OF LOT 13 EXC E 25 FT, ALSO LOT 14 EXC E 25 FT 7/13/84 FR 014 & 015

Site Address: 1148 GRANT ST,BIRMINGHAM,MI,48009

Parcel Identification Number: 1936403013

Owner Name: DAVID HOCKNEY

Property Description: T2N, R10E, SEC 36 ASSESSOR'S PLAT NO 5 N 1/2 OF LOT 13 EXC E 25 FT & EXC W 25 FT

Site Address: 623 BIRD AVE,BIRMINGHAM,MI,48009

Parcel Identification Number: 1936480026

Owner Name: JEFFREY SUBAR

Property Description: T2N, R10E, SEC 36 LEINBACH-HUMPHREY'S WOODWARD AVE SUB LOT 787

RESOLVED, That the Commission shall meet on Monday, May 24, 2021, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the replacement of water and sewer laterals within the Grant Street Paving Project.

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

NECESSITY FOR THE REPLACEMENT OF SEWER & WATER SERVICES

WITHIN THE GRANT STREET PAVING PROJECT AREA

Meeting Date, Time, Location: VIRTUAL MEETING https://zoom.us/j/655079760 Meeting ID: 655 079 760	Monday, May 10, 2021 at 7:30 PM Municipal Building, 151 Martin Birmingham, MI
Location:	Within Grant Street Paving Project Area: includes Grant Street between both Lincoln St. to Humphrey Ave, and Bird Ave to W 14 Mile Rd.
Nature of Hearing:	For the replacement of sewer and water services within the Grant Street Paving project area.
City Staff Contact:	Jim Surhigh, 248.530.1839 Cityengineer@bhamgov.org
Notice Requirements:	Mail to affected property owners Publish April 25, 2021
Approved minutes may be reviewed at:	City Clerk's Office

You or your agent may appear at the hearings to express your views; however, if you fail to protest in person or by letter received either on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

CONFIRMATION FOR THE REPLACEMENT OF SEWER & WATER SERVICES

WITHIN THE GRANT STREET PAVING PROJECT AREA

Meeting Date, Time, Location: VIRTUAL MEETING https://zoom.us/j/655079760 Meeting ID: 655 079 760	Monday, May 24, 2021 at 7:30 PM Municipal Building, 151 Martin Birmingham, MI
Location:	Within Grant Street Paving Project Area: includes Grant Street between both Lincoln St. to Humphrey Ave, and Bird Ave to W 14Mile Rd. (Specifically at 1148 Grant, 1160 Grant and 623 Bird)
Nature of Hearing:	For the replacement of sewer and water services within the Grant Street Paving project area.
City Staff Contact:	Jim Surhigh, 248.530.1839 Cityengineer@bhamgov.org
Notice Requirements:	Mail to affected property owners Publish April 25, 2021
Approved minutes may be reviewed at:	City Clerk's Office

You or your agent may appear at the hearings to express your views; however, if you fail to protest in person or by letter received either on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.



MEMORANDUM

Engineering Dept.

DATE: April 8, 2021

TO: Tom Markus, City Manager

FROM: Scott Zielinski, Assistant City Engineer
Jim Surhigh, Consultant City Engineer

SUBJECT: Grant Street Paving Project
Sewer & Water Lateral Special Assessment District

In accordance with current policy, the Engineering Dept. plans to replace all older sewer laterals underneath the new proposed pavement on the above project, which includes Grant Street between both Lincoln St. to Humphrey Ave, and Bird Ave to W 14 Mile Rd. In addition, per currently authorized policy, all water services less than 1 inch diameter shall be replaced with a 1 inch diameter service. Additionally in accordance with recently modified rules from the Michigan Dept. of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal of lead water services from the water main to the water meter. Per the EGLE, the City is not allowed to charge a homeowner for this work if replacing an existing lead service.

As recommended under separate cover, it is anticipated that this construction contract will be awarded to DiPonio Contracting, Inc. with their low bid of \$1,139,199.00. As outlined on the attached spreadsheet, existing pipelines to be replaced are 6 inch sewer services, and water services are $\frac{3}{4}$ inch in size. City records show one property in the project area to have a lead water service, which will be replaced at no charge to the property owner. For the unit rate to be charged for the sewer and water services, we recommend applying the low bidder's unit prices for this work, as described below:

6 inch sewer = \$100 per foot + \$350 connection

1 inch water = \$50 per foot + \$400 connection

Following this practice is consistent with what has been done with previous projects of this nature over the past number of years.

Total estimated costs for these service replacements are as outlined on the attached spreadsheet. The average estimated cost for a 6 inch sewer service replacement is \$2,350, while the average estimated cost for a 1 inch water service replacement is \$2,175.

It is recommended that a Public Hearing of Necessity for the replacement of sewer and water services be scheduled at the Monday, May 10, 2021 City Commission meeting. It is further recommended that the Public Hearing on Confirmation of the Roll be held on Monday, May 24, 2021 at the prices charged by the lowest bidder, as outlined in the attached spreadsheet.

SUGGESTED ACTION:

To adopt a resolution for the City Commission to meet on Monday, May 10, 2021, at 7:30 P.M., for the purpose of conducting a Public Hearing of Necessity for the replacement of sewer and water services within the Grant Street Paving project area.

Be it further RESOLVED, that the City Commission meet on Monday, May 24, 2021 at 7:30 P.M. for the purpose of conducting a Public Hearing on Confirmation of the Roll for the replacement of sewer and water services in the Grant Street Paving project area.



May 6, 2021

TO: Property Owners

RE: Grant Street Paving Project
Water & Sewer Lateral Replacement

The City of Birmingham has scheduled significant work on your street during the 2021 construction season. Upgrades to the water and sewer system, and complete street replacement are planned. More information relative to the project itself will be mailed to you at a later date.

You should have already been notified there is a public hearing scheduled to occur on May 10, 2021 to consider a Special Assessment District for replacing the water and sewer laterals to each individual property within the project area. By receiving this letter, you are notified that your water and/or sewer lateral is scheduled to be replaced and subject to assessment. This letter is to help clarify what is being assessed.

Since water and sewer services only benefit one property, they are not considered a part of the City's public system, and the maintenance and repair of them is the responsibility of each individual property owner. The City's policy outlined in section 114-171 of the city code is to replace any water service that is less than 1 inch in diameter, and any sewer service that is 50 or more years old. Recent experience has shown that replacing the water and sewer laterals as a part of our paving projects can substantially reduce the cost of replacement to the owner, as a repair of a water or sewer lateral in an emergency situation can often cost over \$10,000. Replacement during a road construction project additionally protects the City's investment in the road by reducing the chance of failure by a lateral within the right-of-way area. With that in mind, City policy requires that all water and sewer laterals that do not meet current standards be replaced in the right-of-way on such paving projects, at property owner expense. The actual cost of replacing the section of the water and/or sewer lateral charged to you will vary depending on the actual location of the City mains, and any other obstacles, such as trees, that are in the way.

After the work is completed, an invoice will be generated and sent to the property owner of record for the length of service(s) replaced. Payment in full will be expected within 30 days of receipt. If you are not in a position to pay off the charge in one payment, it can be broken into as many as 10 annual payments. An annual interest charge on the remaining balance, currently about 5%, will apply. It is expected that property owners will see a total charge of \$1,000 to \$5,000 for work related to this project.

If you would like to know the actual amount estimated for your property, or have any other questions or concerns, please contact the Engineering Office at (248) 530-1850. You have the opportunity to comment directly to the City Commission, about the policy in general, at the public hearing of necessity that will be held on May 10, 2021.

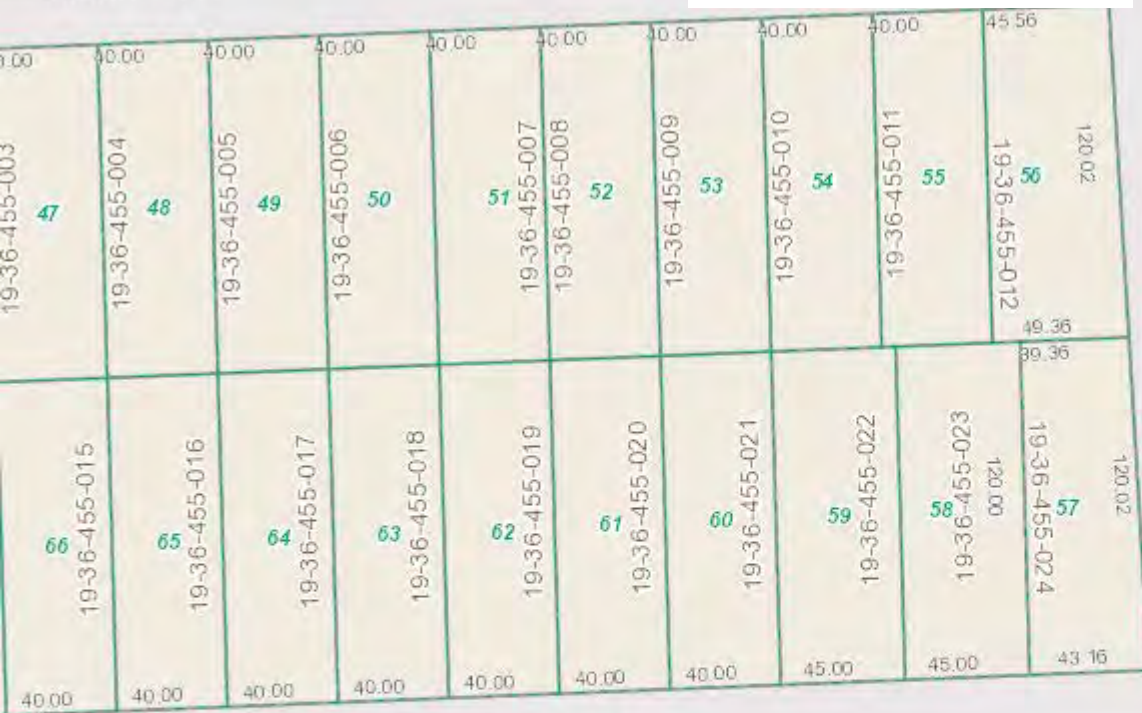
Sincerely,

Scott D. Zielinski, P.E.
Assistant City Engineer

SAD Properties 19-36-403-013 and 19-36-403-031

Smith Ave

SAD Property 19-36-480-026



Bird Ave



2021 GRANT STREET PAVING PROJECT
Sewer & Water Service Special Assessment District

SIDWELL NO.	PARCEL ADDRESS	SEWER SERVICE LENGTH (R.O.W. ONLY)	SEWER SERVICE COST PER FOOT (PER BIDS)	SEWER SERVICE COST PER CONNECTION (PER BIDS)	WATER SERVICE LENGTH (R.O.W. ONLY)	WATER SERVICE COST PER FOOT (PER BIDS)	WATER SERVICE COST PER CONNECTION (PER BIDS)	TOTAL COST
Grant Street								
WEST SIDE								
19-36-403-031	1160 Grant St.	15	\$ 100.00	\$ 350.00	0	\$ -		\$ 1,850.00
19-36-403-013	1148 Grant St.	20	\$ 100.00	\$ 350.00	34	\$ 50.00	\$ -	\$ 4,050.00
EAST SIDE								
19-36-480-026	623 Bird Ave.	25	\$ 100.00	\$ 350.00	37	\$ 50.00	\$ -	\$ 4,700.00
TOTAL								<u>\$ 10,600.00</u>



MEMORANDUM

Planning Division

DATE: May 3, 2021

TO: Thomas M. Markus, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearing for a Final Site Plan & Special Land Use Permit Amendment at 211 S. Old Woodward – Birmingham 8 Theater

INTRODUCTION:

The subject site, Birmingham 8 Theater, is located at 211 S. Old Woodward, on the east side of S. Old Woodward at Merrill. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District.

BACKGROUND:

On March 9, 2021, the owners of CH Birmingham, LLC, submitted an application for a Special Land Use Permit Amendment to request permission to transfer ownership of the Class C liquor license held at Birmingham 8 Theater by Birmingham Theatro, LLC to CH Birmingham, LLC. The applicant, CH Birmingham, LLC, is applying for a Special Land Use Permit (SLUP) Amendment to operate the theater using the existing Class C liquor license, CH Birmingham, LLC is solely owned by Paul A. Glantz.

Pursuant to Chapter 10, Alcoholic Liquors, and paragraph 4 of the executed contract between Birmingham Theatro, LLC and the City of Birmingham, Birmingham Theatro, LLC must obtain approval of the City Commission to transfer ownership of the liquor license in use at Birmingham 8 Theater to CH Birmingham, LLC.

In addition, Article 2, section 2.37, B4 (Business-Residential) District, of the Zoning Ordinance requires that any establishment with alcoholic beverage sales (on-premises consumption) shall obtain a Special Land Use Permit. Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit Amendment, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit Amendment.

No changes are proposed to the layout, design, or ownership of the theater. The request is to transfer ownership of the SLUP and liquor license to CH Birmingham, LLC who will be the new theater operator. CH Birmingham, LLC is currently the holder of a Class C liquor license at the Emagine Palladium Theater at 209 Hamilton Row, as well as other liquor licenses in Michigan and the Midwest.

LEGAL REVIEW:

As there are no changes to the layout or operation of the establishment, the City Attorney has agreed that this request for a transfer of the liquor license may proceed directly to the City Commission for review.

FISCAL IMPACT:

There is no fiscal impact for this agenda item.

SUMMARY:

The City Commission set a public hearing date for the May 10, 2021 meeting of the City Commission to consider approval of the Final Site Plan and Special Land Use Permit Amendment to allow the transfer of ownership of the liquor license in use at Birmingham 8 Theater from Birmingham Theatro, LLC to CH Birmingham, LLC to allow for a new operator. At this time, the City Commission is asked to conduct the public hearing and to review the investigation report completed by the Birmingham Police Department.

ATTACHMENTS:

Please find attached the following documents for your review:

- DRAFT Special Land Use Permit Amendment Resolution
- Contract for Use of Theater License
- Application letter submitted by applicant
- Plans for Birmingham 8 Theater
- Police Investigation Report

SUGGESTED RESOLUTION:

To approve the Final Site Plan and Special Land Use Permit Amendment for 211 S. Old Woodward to allow the change in ownership of the Class C liquor license in use at Birmingham 8 Theater from Birmingham Theatro, LLC to CH Birmingham, LLC;

AND

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of CH Birmingham, LLC that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) located at 211 S Old Woodward, Birmingham, Oakland County, MI 48009;

AND

Pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of CH Birmingham, LLC approving the liquor license transfer request of CH Birmingham, LLC that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) located at 211 S Old Woodward, Birmingham, Oakland County, MI 48009.

**CH BIRMINGHAM, LLC
DBA BIRMINGHAM 8 THEATER
211 S. OLD WOODWARD
SPECIAL LAND USE PERMIT AMENDMENT
2021**

WHEREAS, Birmingham Theatro, LLC filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code in 2017 to serve alcoholic liquors at an existing theater with the City;

WHEREAS, an application was filed in March 2021 for approval of the transfer of the Class C liquor license from Birmingham Theatro, LLC to CH Birmingham, LLC to allow CH Birmingham to operate the Birmingham 8 Theater;

WHEREAS, the land for which the Special Land Use Permit Amendment is sought is located on the east side of S. Old Woodward at Merrill Street;

WHEREAS, The land is zoned B4 (Business-Residential), which permits theaters serving alcoholic liquors with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit Amendment 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, CH Birmingham, LLC is not proposing any site plan changes, nor design changes to the existing Birmingham 8 Theater;

WHEREAS, The Birmingham City Commission has reviewed CH Birmingham, LLC'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 CH Birmingham, LLC's application for a Special Land Use Permit Amendment authorizing the transfer of ownership of the Class C liquor license to allow the service of alcoholic liquors at the existing theater at 211 S. Old Woodward in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure 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. CH Birmingham, LLC shall abide by all provisions of the Birmingham City Code;
2. The Special Land Use Permit Amendment may be cancelled by the City Commission upon finding that the continued use is not in the public interest;
3. CH Birmingham, LLC shall enter into a contract with the City outlining the details of the service of alcoholic liquors at the existing theater;
4. CH Birmingham, LLC shall have a duty of continuing compliance with regards to off-street parking as required in the Zoning Ordinance;

5. CH Birmingham, LLC agrees to resolve any future parking issues that may arise, including but not limited to parking overflow and encroachment into residential areas or public parking facilities, to the satisfaction of the City or the Special Land Use Permit may be cancelled by the City Commission; and
6. CH Birmingham, LLC is required to have any modifications to the site plan, floor plan or operation of the theater approved through a Special Land Use Permit Amendment as required in the Zoning Ordinance.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit Amendment.

BE IT FURTHER RESOLVED, Except as herein specifically provided, CH Birmingham, LLC 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 CH Birmingham, LLC to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit Amendment.

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 May 10, 2021.

Alexandria Bingham, Acting City Clerk

CONTRACT FOR CLASS C LIQUOR LICENSE
(THEATER)

This Contract is entered into this ____ day of _____, 2021 by and between **CH BIRMINGHAM, LLC**, a Michigan Limited Liability Company, whose address is 211 S. Old Woodward, Birmingham, Michigan (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

R E C I T A L S:

WHEREAS, Licensee wishes to hold a Class C liquor license, Sunday PM Sales Permit, Additional Bar Permit, and Entertainment Permit at the Birmingham 8 Theater located at 211 S. Old Woodward, Birmingham, Michigan 48009; and,

WHEREAS, Licensee desires to enter into this Contract as an inducement to the **CITY OF BIRMINGHAM** to approve the request of the aforementioned issuance of the liquor license to Licensee; and,

WHEREAS, the **CITY OF BIRMINGHAM** is relying upon this Contract in giving its approval to the issuance of the on-premises liquor license to Licensee as described herein.

NOW, THEREFORE, the parties agree as follows:

1. Licensee shall be permitted to obtain the liquor license as described herein for use solely at the Property. Any transfer of the aforementioned liquor 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. In addition, any expansion of the building location at the Property shall also require the approval of the Birmingham City Commission.
2. Licensee does hereby agree that it shall continue to operate a theater, as defined in Birmingham City Code Chapter 126, Zoning, Article 9, section 9.02, as granted in the Special Land Use Permit by the Birmingham City Commission.
3. Licensee further acknowledges that it must secure a special land use permit for a theater as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the special land use permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that it shall comply with all state, local, and orders of statute or ordinance and a violation of any state or local law may be cause for the Special Land Use Permit to be revoked by the City. Licensee 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 the contract entitling the City to exercise any or all of the remedies provided herein.
4. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the theater may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, changes in the

number of interior or exterior seats, the use of eisenglass and other enclosure materials on any outdoor dining area, relocation or addition of bar, etc.

5. Licensee acknowledges that it shall have a duty of continuing compliance with regards to off-street parking as required in the Zoning Ordinance, and further agrees to resolve any future parking issues that may arise, including but not limited to parking overflow and encroachment into residential areas or public parking facilities, to the satisfaction of the City or the Special Land Use Permit may be cancelled by the City Commission.

6. License further acknowledges that outdoor dining is seasonally permitted from April 1st through November 15th only, with a valid Outdoor Dining Permit. The use of an enclosure system(s) does not allow the outdoor dining season to be extended.

7. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any additional 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.

8. Licensee further agrees that it shall not seek any change in its liquor 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.

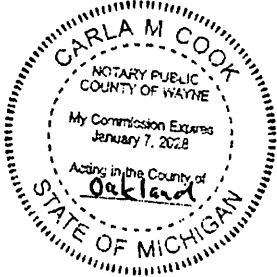
9. Licensee agrees that it shall adhere to all federal, state and local laws currently in effect or as subsequently amended or enacted, including but not limited to all state building codes, fire codes, and zoning regulations.

10. Licensee agrees that its failure to follow any of the provisions herein shall 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 Licensee from operating the theater. Licensee 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. Licensee 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.

11. To the fullest extent permitted by law, Licensee and any entity or person for whom Licensee 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 Licensee's operation of a theater at the Property.

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 4th day of May, 2021, before me personally appeared
Paul A. Glantz who acknowledged is the
Chairman of CH Birmingham, LLC and that with authority to do so he
signed this Agreement.



Carl M. Cook Notary Public
Wayne County, Michigan
Acting in Oakland County, Michigan
My commission expires: January 7, 2028

CITY OF BIRMINGHAM

By: _____

Its: _____

Date: _____



280 N. Old Woodward
Suite 12
Birmingham, MI 48009
O 248.385.3112
C 248.835.2068
F 888.450.1682

jphowe@jphowe.com
www.jphowe.com

March 9, 2021

VIA HAND DELIVERY

Ms. Jana Ecker
Planning Director
City of Birmingham
151 Martin St.
Birmingham, MI 48012

**Re: Special Land Use Application to Transfer Ownership of Special Land
Use Permit for Movie Theater with Class C Liquor License**
Applicant: CH Birmingham, LLC
Licensee: Birmingham Teatro, L.L.C. (BID No. 248616)
Address: 211 S. Old Woodward Ave., Birmingham, MI 48009

Dear Ms. Ecker,

This firm represents CH Birmingham, LLC, which has entered into a lease to operate the Birmingham 8 Theater located at 211 S. Old Woodward Ave. The lease calls for the current operator, Birmingham Teatro, L.L.C., to transfer ownership of the Class C liquor license held at the theater to our client. You will note that CH Birmingham, LLC is the holder of a Class C liquor license at the Emagine Palladium Theater located at 209 Hamilton Row. CH Birmingham, LLC is part of the Emagine Theaters family of companies, and is a very experienced movie theater operator, and liquor licensee in various states throughout Michigan and the Midwest.

We have applied to the Michigan Liquor Control Commission for its approval of this license transfer, and for a conditional liquor license. That application remains pending. We are simultaneously filing an application with the Birmingham Police Department to request the City Commission's approval of the transfer of ownership of the Class C liquor license held at the Birmingham 8 Theater from Birmingham Teatro, L.L.C. to CH Birmingham, LLC. Pursuant to Section 10-103 of the Birmingham City Code, we now hereby request the City of Birmingham's approval of the transfer of the Special Land Use Permit held at the Birmingham 8 Theater from Birmingham Teatro, L.L.C. to CH Birmingham, LLC.

In connection with this request, we have enclosed the following documents for your review:

1. Special Land Use Permit Application;

2. Lease Agreement for the Birmingham 8 Theater;
3. Existing Floor Plan of the Birmingham 8 Theater; and
4. Check payable to the City of Birmingham in the amount of \$200 to cover the City's application fee to transfer ownership of the SLUP.

CH Birmingham, LLC is not proposing any changes to the operation or floor plan of the theater at this time. We are simply requesting to transfer ownership of the SLUP as part of the transition to a new theater operator.

We trust that the enclosed documents will allow you to present this application to the Birmingham City Commission for consideration. We would appreciate you coordinating this application with the liquor license transfer application that we have simultaneously filed with the Birmingham Police Department, so that the City Commission may act on both requests at the same Commission meeting. Should you have any questions, or need anything further to process this application, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

JPHOWE, PLLC

J. Patrick Howe

Enclosures



Special Land Use Permit Application Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: CH Birmingham, LLC
Address: 211 S. Old Woodward Ave.
Birmingham, MI 48009
Phone Number: (248) 385-3112
Fax Number: (888) 450-1682
Email address: jphowe@jphowe.com

3. Applicant's Attorney/Contact Person

Name: J. Patrick Howe, JPHOWE, PLLC
Address: 280 N. Old Woodward Ave.
Suite 12
Phone Number: (248) 385-3112
Fax Number: 888-450-1682
Email address: jphowe@jphowe.com

2. Property Owner

Name: Fuller Central Park Properties, LLC
Address: 112 Peabody St.
Birmingham, MI 48009
Phone Number: _____
Fax Number: _____
Email address: _____

4. Project Designer/Developer

Name: N/A
Address: _____
Phone Number: _____
Fax Number: _____
Email address: _____

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
 - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - iii. A certified Land Survey;
 - iv. Interior floor plans;
 - v. A Landscape Plan;
 - vi. A Photometric Plan;
 - vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 211 S. Old Woodward Ave
Birmingham, MI 48009
Name of development: Birmingham 8 Theater
Sidwell #: _____
Current Use: Movie Theater with Class C Liquor License
Proposed Use: No Changes to Current Use
Area of Site in Acres: _____
Current zoning: _____
Is the property located in the floodplain? _____
Name of Historic District Site is located in: _____
Date of Historic District Commission Approval: _____
Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____

Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Application for Revised Final Site Plan: _____
Date of Revised Final Site Plan Approval: _____
Date of Design Review Board Approval: _____
Is there a current SLUP in effect for this site? _____
Date of Application for SLUP: _____
Date of SLUP Approval: _____
Date of Last SLUP Amendment: _____
Will proposed project require the division of platted lots? _____

Will proposed project require the combination of platted lots? _____

7. Details of the Proposed Development (attach separate sheet if necessary)

CH Birmingham, LLC has entered into a lease agreement to operate the Birmingham 8 Theater. CH Birmingham, LLC is the current operator of the Emagine Palladium Theater located at 209 Hamilton Row, Birmingham, MI 48009. Applicant is requesting to: (i) transfer the existing SLUP for the movie theater currently held by Birmingham Theatro, L.L.C. to CH Birmingham, LLC, and (ii) transfer the Class C liquor license, Sunday PM Sales Permit, and Entertainment Permit from Birmingham Theatro, L.L.C. to CH Birmingham, LLC. There are no changes being proposed by the Applicant to the floor plan, site plan or exterior of the building.

8. Buildings and Structures - NO CHANGES PROPOSED

Number of Buildings on Site: _____ Use of Buildings: _____
Height of Buildings & # of Stories: _____ Height of Rooftop Mechanical Equipment: _____

9. Floor Use and Area (in Square Feet) - NO CHANGES PROPOSED

Proposed Commercial Structures:

Total basement floor area: _____ Office Space: _____
Number of square feet per upper floor: _____ Retail Space: _____
Total floor area: _____ Industrial Space: _____
Floor area ratio (total floor area ÷ total land area): _____ Assembly Space: _____
Seating Capacity: _____
Open space: _____ Maximum Occupancy Load: _____
Percent of open space: _____

Proposed Residential Structures: - NOT APPLICABLE

Total number of units: _____ Rental units or condominiums? _____
Number of one bedroom units: _____ Size of one bedroom units: _____
Number of two bedroom units: _____ Size of two bedroom units: _____
Number of three bedroom units: _____ Size of three bedroom units: _____
Open space: _____ Seating Capacity: _____
Percent of open space: _____ Maximum Occupancy Load: _____

Proposed Additions: - NOT APPLICABLE

Total basement floor area, if any, of addition: _____ Use of addition: _____
Number of floors to be added: _____ Height of addition: _____
Square footage added per floor: _____ Office space in addition: _____
Total building floor area (including addition): _____ Retail space in addition: _____
Floor area ratio (total floor area ÷ total land area): _____ Industrial space in addition: _____
Assembly space in addition: _____
Open Space: _____ Maximum building occupancy load (including addition): _____
Percent of open space: _____

10. Required and Proposed Setbacks - NO CHANGES PROPOSED

Required front setback: _____ Proposed front setback: _____
Required rear setback: _____ Proposed rear setback: _____
Required total side setback: _____ Proposed total side setback: _____
Side setback: _____ Second side setback: _____

11. Required and Proposed Parking - NO CHANGES PROPOSED

Required number of parking spaces: _____ Proposed number of parking spaces: _____
Typical angle of parking spaces: _____ Typical size of parking spaces: _____
Typical width of maneuvering lanes: _____ Number of spaces <180 sq. ft.: _____
Location of parking on site: _____ Number of handicap spaces: _____
Location of parking off site: _____ Shared parking agreement? _____
Number of light standards in parking area: _____ Height of light standards in parking area: _____
Screenwall material: _____ Height of screenwall: _____

12. Landscaping - NO CHANGES PROPOSED

Location of landscape areas: _____

Proposed landscape material: _____

13. Streetscape - NO CHANGES PROPOSED

Sidewalk width: _____
Number of benches: _____
Number of planters: _____
Number of existing street trees: _____
Number of proposed street trees: _____
Streetscape plan submitted? _____

Description of benches or planters: _____
Species of existing trees: _____
Species of proposed trees: _____

14. Loading - NO CHANGES PROPOSED

Required number of loading spaces: _____
Typical angle of loading spaces: _____
Screenwall material: _____
Location of loading spaces on site: _____

Proposed number of loading spaces: _____
Typical size of loading spaces: _____
Height of screenwall: _____
Typical time loading spaces are used: _____

15. Exterior Waste Receptacles - NO CHANGES PROPOSED

Required number of waste receptacles: _____
Location of waste receptacles: _____
Screenwall material: _____

Proposed number of waste receptacles: _____
Size of waste receptacles: _____
Height of screenwall: _____

16. Mechanical Equipment - NO CHANGES PROPOSED

Utilities and Transformers:

Number of ground mounted transformers: _____
Size of transformers (L•W•H): _____
Number of utility easements: _____
Screenwall material: _____

Location of all utilities & easements: _____

Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: _____
Size of ground mounted units (L•W•H): _____
Screenwall material: _____

Location of all ground mounted units: _____

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: _____
Type of rooftop units: _____

Screenwall material: _____
Location of screenwall: _____

Location of all rooftop units: _____
Size of rooftop units (L•W•H): _____
Percentage of rooftop covered by mechanical units: _____
Height of screenwall: _____
Distance from rooftop units to all screenwalls: _____

17. Accessory Buildings - NOT APPLICABLE

Number of accessory buildings: _____
Location of accessory buildings: _____

Size of accessory buildings: _____
Height of accessory buildings: _____

18. Building Lighting - NO CHANGES PROPOSED

Number of light standards on building: _____

Type of light standards on building: _____

Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Height from grade: _____
Proposed wattage per fixture: _____

19. Site Lighting - NO CHANGES PROPOSED

Number of light fixtures: _____
Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Type of light fixtures: _____
Height from grade: _____
Proposed wattage per fixture: _____
Holiday tree lighting receptacles: _____

20. Adjacent Properties - NOT APPLICABLE - EXISTING BUILDING

Number of properties within 200 ft.: _____

Property #1

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #2

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #3

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #4

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #5

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

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

Signature of Owner: E. Fuller Date: 3-8-21

Print Name: Edward A. Fuller, Managing Member

Signature of Applicant: Paul A. Glantz Date: 03/08/2021

Print Name: Paul A. Glantz, Chairman

Signature of Architect: _____ Date: _____

Print Name: N/A

Office Use Only		
Application #:	Date Received:	Fee:
Date of Approval:	Date of Denial:	Accepted by:



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: CH Birmingham, LLC Case #: _____ Date: _____
Address: 211 S. Old Woodward Ave. Project: Transfer SLUP & Class C Liquor License to CH Birmingham, LLC

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Site Plan for Special Land Use Permit

A full Site Plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☒ 1. Name and address of applicant and proof of ownership;
- ☒ 2. Name of Development (if applicable);
- ☒ 3. Address of site and legal description of the real estate;
- ☐ 4. Name and address of the land surveyor;
- ☐ 5. Legend and notes, including a graphic scale, north point, and date;
- ☐ 6. A separate location map;
- ☐ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ☐ 8. Aerial photographs of the subject site and surrounding properties;
- ☐ 9. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
- ☐ 10. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
- ☐ 11. Interior floor plans;
- ☐ 12. A chart indicating the dates of any previous approvals by the Planning Board, Board of Zoning Appeals, Design Review Board, or the Historic District Commission ("HDC");

- ☐ 13. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ☐ 14. Existing and proposed utilities and easements and their purpose;
- ☐ 15. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preserve-able trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ☐ 16. General description, location, and types of structures on site;
- ☐ 17. Location of sidewalks, curb cuts, and parking lots on subject site and all sites within 200 ft. of the property line;
- ☐ 18. Details of existing or proposed lighting, signage and other pertinent development features;
- ☐ 19. Elevation drawings showing proposed design;
- ☐ 20. Screening to be utilized in concealing any exposed mechanical or electrical equipment and all trash receptacle areas;
- ☐ 21. Location of all exterior lighting fixtures;
- ☐ 22. A Photometric Plan depicting proposed illuminance levels at all property lines;
- ☐ 23. A Landscape Plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- ☐ 24. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ☐ 25. Color elevation drawings showing the proposed design for each façade of the building;
- ☐ 26. List of all materials to be used for the building, marked on the elevation drawings;
- ☐ 27. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- ☐ 28. Details of existing or proposed lighting, signage and other pertinent development features;
- ☐ 29. A list of any requested design changes;
- ☐ 30. Itemized list and specification sheets of all materials, light fixtures and mechanical equipment to be used, including exact size specifications, color, style, and the name of the manufacturer;
- ☐ 31. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometric analysis of all exterior lighting fixtures showing light levels to all property lines; and
- ☐ 32. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.



Notice Signs - Rental Application Community Development

1. Applicant

Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email address: _____

Property Owner

Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email address: _____

2. Project Information

Address/Location of Property: _____
Name of Development: _____
Area in Acres: _____

Name of Historic District site is in, if any: _____
Current Use: _____
Current Zoning: _____

3. Date of Board Review

Board of Building Trades Appeals: _____
City Commission: _____
Historic District Commission: _____
Planning Board: _____

Board of Zoning Appeals: _____
Design Review Board: _____
Housing Board of Appeals: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: _____ Date: _____

Office Use Only		
Application #: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Reviewed by: _____

LEASE AGREEMENT

FULLER CENTRAL PARK PROPERTIES, L.L.C.
112 Peabody St.
Birmingham, Michigan 48009
(248) 642-0024

This Lease made this 27th day of January 2021, by and between FULLER CENTRAL PARK PROPERTIES, L.L.C., a Michigan Limited Liability Company, 112 Peabody St., Birmingham, Michigan 48009, the Lessor, hereinafter designated as the Landlord, and CH BIRMINGHAM LLC, a Michigan Limited Liability Company, with an address of 303 Gray Woods Lane, Lake Angelus, Michigan 48326, the Lessee, hereinafter designated as the Tenant. Landlord and Tenant may sometimes individually be called a "Party" and collectively be called "Parties".

WITNESSETH:

For and in consideration of the premises, the covenants herein, and other valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the Parties hereto agree:

1. Premises. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant and Tenant hereby leases from Landlord the following described premises situated in the City of Birmingham, County of Oakland, State of Michigan:

the property commonly known as the Birmingham Theatre,
211 South Woodward Avenue,
Birmingham, Michigan 48009
containing approximately 32,600 square feet of space (the "Leased Premises"),
including all existing food service equipment and seating (collectively the "Equipment").

2. Term. The term of this Lease (the "Term") is ten (10) years from and after the 1st day of February 2021 (the "Commencement Date"), unless terminated earlier by Landlord as provided herein. Tenant may take possession of the Leased Premises on the Commencement Date.

3. Rent.

a. Percentage Rent.

- (i) Beginning on the Commencement Date and continuing through September 30, 2021, Tenant shall pay to the Landlord as rent an amount equal to 15% of the Tenant's Monthly Gross Sales (as defined below), with no cap and no minimum, for each month within the applicable rental period, as reflected in the Rent Schedule below. All payments required by this subsection shall be reconciled at the end of each applicable calendar quarter and paid to Landlord within 30 days of the end of such calendar quarter, with the first such payment being due by April 30, 2021.
- (ii) Beginning on the October 1, 2021 and continuing through the end of the Lease Term, Tenant shall pay to the Landlord, in addition to the "Base Rent" (as defined below), an amount equal to 10% of the Tenant's

Monthly Gross Sales (as defined below) which are in excess of \$150,000.00, for each month during the balance of the Lease Term, as reflected in the Rent Schedule below. All payments required by this subsection shall be reconciled each calendar quarter and paid to Landlord within 30 days of the end of such calendar quarter.

(iii) All amounts due as described in subsections (i) and (ii) above may hereinafter be referred to as the "Percentage Rent".

b. **Base Rent.** Beginning on October 1, 2021, Tenant shall, in addition to any Percentage Rent due, pay to the Landlord "Base Rent" for the Leased Premises at the initial rate of \$19,000.00 per month, with increases of 2% commencing on February 1, 2023 and continuing annually thereafter for the remaining Lease Term, payable in monthly installments in advance, upon the first day of each month as shown in the Rent Schedule below.

Rent Schedule

Rental Rate	Lease Months / Year	Rent
15% of Tenant's Monthly Gross Sales, with no cap and no minimum	2/1/2021 – 9/30/2021	Percentage Rent only
\$19,000.00 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	10/1/2021 – 1/31/2023	\$304,000.00, plus Percentage Rent
\$19,380.00 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2023 – 1/31/2024	\$232,560.00, plus Percentage Rent
\$19,767.00 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2024 – 1/31/2025	\$237,204.00, plus Percentage Rent
\$20,162.95 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2025 – 1/31/2026	\$241,955.40, plus Percentage Rent
\$20,568.21 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2026 – 1/31/2027	\$246,794.52, plus Percentage Rent
\$20,977.53 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2027 – 1/31/2028	\$251,730.36, plus Percentage Rent

\$21,397.08 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2028 – 1/31/2029	\$256,764.96, plus Percentage Rent
\$21,825.02 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2029 – 1/31/2030	\$261,900.24, plus Percentage Rent
\$22,261.52 per month, plus 10% of Tenant's Monthly Gross Sales in excess of \$150,000.00	2/1/2030 – 1/31/2031	\$267,138.24, plus Percentage Rent

- c. **Additional Rent.** Tenant shall pay as "Additional Rent" any money and charges required to be paid by Tenant pursuant to the terms of this Lease, whether or not same may be designated as "Additional Rent" when referenced herein.

The term "Monthly Gross Sales", for purposes of calculating the Percentage Rent herein, shall mean the total of the Tenant's monthly sales prices of all tickets, concession items, goods, food and beverage (including alcohol), merchandise (including gift and merchandise certificates when redeemed), advertising and other monies generated from the Tenant's operation of the Leased Premises, whether for cash or credit and shall include internet sales, telephone sales and in-person sales.

All payments of Base Rent and Percentage Rent shall be made to Landlord without demand; and all payments of Additional Rent and all other payments to Landlord required hereunder shall be made as and when called for herein and if not herein specified, then upon not less than ten (10) Business Days' notice by Landlord to Tenant; all payments hereunder including Base Rent, Percentage Rent and Additional Rent shall be made without deduction or off-set of any kind whatsoever, including, but not limited to, any related to governmental restrictions, executive orders, rules, regulations or legislative enactments, in cash, by check drawn upon a U.S. banking institution payable to Landlord, or by electronic transfer, with collected funds on deposit, and shall be delivered to Landlord at its address set forth in this Lease, or to such other party and place (or account) as may be designated by notice in writing from Landlord to Tenant from time to time upon not less than 30 days' prior written notice. Base Rent, Percentage Rent and Additional Rent are sometimes herein collectively referred to as "Rent". Notwithstanding the foregoing, in the event of any governmental restrictions, executive orders, rules, regulations or legislative enactments that prohibit the operation of the Leased Premises or restrict the theater capacity within the Leased Premises to below 51%, Tenant shall pay Landlord as Rent an amount equal to 15% of the Tenant's Monthly Gross Sales with no cap and no minimum during the period of such governmental restrictions, executive orders, rules, regulations or legislative enactments.

No payment by Tenant or receipt and acceptance by Landlord of a lesser amount than the Base Rent, Percentage Rent, Additional Rent, or other payments to Landlord required hereunder, shall be deemed to be anything other than partial payment of the full amount then due and payable, nor shall any endorsement or statement on any check or any document accompanying any check, payment of rent or other payment, be deemed an

accord and satisfaction or modification of Tenant's liabilities; and Landlord may accept such partial payment without prejudice to Landlord's right to recover the balance due and payable or pursue any other remedy in this Lease provided and without regard to any such endorsement or document, which, between the Parties, shall be ineffective as a diminishment of Tenant's obligations.

Tenant shall, on a monthly basis, provide to Landlord a profit and loss statement reflecting all of Tenant's sales and operations within the Leased Premises. Annually Tenant shall provide to Landlord access to any and all financial records which would in any way enable Landlord to review, audit, monitor or confirm Tenant's Monthly Gross Sales. Landlord shall not disclose such financial data to any third party (except Landlord's accountants, attorneys or as otherwise required by law) without the prior written consent of Tenant.

4. Projector Lease. Landlord has an existing lease and maintenance contract with Sony Electronics, Inc. (collectively, the "Projection Lease"), for the projection and movie screening equipment currently servicing the Leased Premises (collectively, the "Projection Equipment"). The Projection Lease shall be forthwith assumed by Tenant and Tenant shall be solely responsible for any and all payments, costs or other fees due under the Projection Lease. Tenant shall also be entitled, to the extent allowed by Sony Electronics, Inc., to the benefit of the existing \$1.00 buy-out option offered to Landlord. However, upon termination of this Lease, Landlord shall have the right to purchase the Projection Equipment from Tenant for \$1.00.

5. Insurance Premiums. In addition to the Rent hereinbefore specified, the Tenant agrees to pay as Additional Rent all premiums for insurance against loss by fire that may be charged during the Term on the amount of insurance now carried by the Landlord on the Leased Premises and on the improvements situated on the Leased Premises, resulting from the business carried on in the Leased Premises by the Tenant or the character of its occupancy, whether or not the Landlord has consented to the same.

6. Late Payments. Tenant shall pay to Landlord a late charge equal to three (3%) percent of the amount of each installment of Base Rent, Percentage Rent, Additional Rent or any other sum owing from Tenant to Landlord under the terms hereof which is not received by Landlord within ten (10) days after its due date. In order to defray the legal, management, bookkeeping and other administrative costs resulting from Tenant's failure to timely make such payments, an additional late charge of two (2%) percent per month shall apply to any installment of Base Rent, Percentage Rent, Additional Rent or other payment owing from Tenant to Landlord under the terms hereof which is overdue thirty (30) days or longer. Tenant shall pay to Landlord interest at the rate of twelve (12%) percent per annum on any sums advanced until payment thereof is received by Landlord. To the extent any sums collected above are in excess of the amounts which Landlord may lawfully collect, the excess shall instead be applied to the immediately succeeding installment(s) of Base Rent or Percentage Rent due hereunder or shall be returned to Tenant, at Landlord's option.

7. Assignment. Tenant shall not, in whole or in part, assign or transfer this Lease or any rights hereunder or hypothecate or mortgage same or sublet or grant a license (other than movie tickets) within the Leased Premises, or any part thereof, without the prior written consent of Landlord in each instance, such consent not to be unreasonably withheld, delayed, or conditioned. Any such assignment, transfer, hypothecation, mortgage, license, or subletting shall not release Tenant hereunder, and any assignee or subtenant shall expressly assume all of the Tenant's covenants, warranties and obligations hereunder. In the event the Rent or any other charge to be paid by a subtenant, licensee or assignee of Tenant exceeds the sum of the Rent due under this Lease from Tenant to Landlord (as a whole or on a square foot basis for the space involved), Tenant shall pay to Landlord, as Additional Rent, an amount equal to fifty percent (50%) of such excess at the time or times the same is paid by such subtenant, licensee or assignee to Tenant after deducting the reasonable costs of entering into such arrangement such as broker's commissions or attorneys' fees. Any

attempted assignment, transfer, hypothecation, mortgage, license or subletting without Landlord's prior written consent shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises and Tenant shall be liable to Landlord for all damages in connection therewith, in addition to and cumulative of any other remedies of Landlord provided herein and by law. The transfer of more than fifty (50%) percent of the membership interests of Tenant shall, for the purposes of this paragraph, be an assignment of this Lease, but the transfer due to death or disability of a member shall not be considered an assignment. Notwithstanding the foregoing, in the event of a sale of all or substantially all of the assets or membership interests of Tenant's parent company to an entity with reasonably adequate financial wherewithal, this Lease may be assigned to the respective purchaser in connection with such transaction without the consent or approval of Landlord or payment of any consideration to Landlord.

8. Bankruptcy and Insolvency. If the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

9. Right to Mortgage. The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Leased Premises and/or on the land and buildings of which the Leased Premises are a part or upon any buildings hereafter placed upon the land of which the Leased Premises form a part. Any subordination of the Lease to the lien of the Landlord's mortgagee ("Lender") will be contingent upon the execution by the Lender of a Non-Disturbance Agreement reasonably acceptable to Tenant which will be binding upon Lender, its successors and assigns, and provide that the Lease and the Tenant's occupancy of the Leased Premises will not be disturbed for as long as the Tenant is not in material default under the Lease after applicable notice and or cure period. Tenant shall execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees.

10. Use and Occupancy. The Leased Premises during the Term may be used and occupied for the operation of eight (8) movie auditoriums for the showing of movies (specifically excluding adult or pornographic films) and for any lawful business appurtenant thereto, including but not limited to, the sale of food, drinks, snacks, confections, candy, and similar items; for the sale of personal property incidental or related to films; for the sale of alcoholic beverages (if an appropriate license is obtained by Tenant), for the display of advertising (Tenant's and third party interior space and the marquee only), for meetings; and for no other purpose or purposes without the written consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned and that the Tenant will remain sensitive to its choice of product for viewing by the general public and the local community and will not use the Leased Premises for any purpose in violation of any law, municipal ordinance or regulation. Upon any breach of this provision, Landlord shall provide Tenant with fifteen (15) days' notice and an opportunity to cure such breach before taking remedial action against Tenant, provided that if a breach occurs more than twice in any Lease year, Landlord shall not be required to afford Tenant an opportunity to cure such breach for the remainder of the applicable Lease year.

11. Liquor License. Following the Commencement Date, Landlord and Tenant shall use commercially reasonable efforts to transfer to Tenant all of Landlord's existing right, title, and interest in and to its Class C liquor license currently in use at the Leased Premises (the "Liquor License"). Tenant will be responsible for initiating and undertaking any and all of the transfer process with the Michigan Liquor Control Commission (the "MLCC"), using its own qualified legal counsel, including all applications, fees, charges, and costs, including any attorney fees, incurred for such transfer. Landlord will timely cooperate as necessary relative to such transfer and will timely sign any and all applications or other

documents reasonably required by the MLCC to effectuate such transfer. Landlord, however, makes no representations or warranties to Tenant that the MLCC will approve the contemplated transfer. If this Lease is terminated for any reason at any time, Landlord shall have the first right of refusal to repurchase the Liquor License for the purchase price of One Thousand and 00/100 Dollars (\$1,000.00), and Tenant will forthwith sign any and all applications or documents required by the MLCC to effectuate such retransfer. The provisions of this paragraph will survive the termination of this Lease. Upon Tenant's acquisition of the Liquor License, Tenant shall also pledge such Liquor License as security to ensure Tenant's performance of its obligations under this Lease and Landlord shall be entitled to record any necessary UCC Financing Statements or other documents to perfect its security interest in the Liquor License. If despite Tenant's commercially reasonable efforts, the Liquor License is not transferred to Tenant within nine (9) months after the Commencement Date, Tenant may terminate this Lease by written notice to Landlord.

12. Risk of Loss. All property in the Leased Premises shall be and remain the Tenant's sole risk, and the Landlord shall not be liable for any damage to, or loss of property or other damages arising from any act or negligence of any persons or entities, or from the bursting, leaking, or overflowing of water, sewer or sprinkler system pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever, nor shall the Landlord be liable for any injury to the person of the Tenant, its officers, agents, employees, representatives, invitees or other persons in, on or about the Leased Premises.

13. Casualty. If the Leased Premises are wholly or partially destroyed by fire or other casualty, Tenant shall give prompt notice thereof in writing to Landlord and shall fully cooperate with Landlord in filing all necessary proofs of claim with insurance companies. The proceeds of such insurance applicable to the Leased Premises shall be used by Landlord to rebuild, repair, or restore the Leased Premises to their condition at the time immediately preceding the loss or damage. If the Leased Premises are not restored within nine (9) months after the occurrence of such casualty, Tenant may terminate this Lease by notice to Landlord.

14. Eminent Domain. If any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the Tenant may, at its option and upon thirty (30) days' notice to Landlord, elect to terminate this Lease. If Tenant does not elect to terminate this Lease, Landlord shall restore the remainder of the Leased Premises and Rent shall be reduced in proportion of the Leased Premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Leased Premises; provided, however, that the Landlord shall not be entitled to any portion of the condemnation award made for the improvements to the Leased Premises made by Tenant and for the Tenant's loss of business.

15. Certain Insurance. During the Term, Tenant shall procure, and keep in effect, fire and hazard insurance (including special covered causes of loss endorsements) for the full replacement cost of Tenant's trade fixtures, equipment, personal property, data, electronic media and leasehold improvements and cause Landlord to be named as an additional insured in connection therewith. Also during the Term, Tenant, at Tenant's expense, shall maintain in full force and effect general public liability and property damage insurance against claims for injury, wrongful death and property damage occurring upon, in or about the Leased Premises and the appurtenances thereto for the benefit of the Landlord, and which shall name Landlord as an additional insured, in the aggregate sum of not less than Five Million (\$5,000,000.00) Dollars.

16. Indemnification. Tenant agrees to and does hereby indemnify and hold Landlord harmless of, from and against all liability for damages to any person or property in, on or about

the Leased Premises which results from Tenant's acts or omissions, or the acts of Tenant's employees or invitees.

17. Policies of Insurance. All such insurance policies shall contain an agreement by the insurers that such policies shall not be canceled or amended without at least thirty (30) days prior written notice to Landlord and Tenant. Such insurance shall be obtained, and evidence thereof delivered to Landlord prior to any occupancy of the Leased Premises by Tenant or upon the Commencement Date of the Term, whichever shall first occur, and Tenant shall pay the renewal premium on such insurance and deliver evidence thereof to Landlord not less than thirty (30) days prior to the expiration of such insurance. Upon Tenant's failure to procure or maintain said insurance, Landlord may, at its option, obtain such insurance and the cost thereof, with interest thereon as provided in paragraphs 5 and 6 hereof, shall be paid in full by Tenant, as Additional Rent, due and payable on the same date as the next installment of Base Rent. The policy or policies obtained by Tenant pursuant to Tenant's obligations hereunder shall contain a clause or provision pursuant to which the insurance carrier or carriers waive all rights of subrogation against the Landlord or Tenant with respect to losses payable under such policies. Tenant shall deliver to the Landlord, upon execution of this Lease, copies of the insurance policies required to be obtained and maintained by Tenant pursuant to this paragraph and shall notify the Landlord promptly of any change of the terms of any such policies.

18. Repairs and Alterations. Except as provided in paragraph 26 and 27 hereof, the Tenant will, at its own expense, during the entire Term, keep the Leased Premises and every part thereof in as good repair and at the expiration of the Term yield and deliver up the Leased Premises in like condition as when Tenant first commences business, reasonable use and wear thereof, damage by fire or other casualty or taking by eminent domain excepted. The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the Landlord's written consent, which consent shall not be unreasonably withheld, delayed, or conditioned and all alterations, additions or improvements made by either of the Parties hereto upon the Leased Premises, shall be the property of the Landlord and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease.

If the Leased Premises consists of only a part of a structure or is adjacent to any property owned or controlled by the Landlord, the Landlord may enter the Leased Premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord necessary to the use and occupancy of other parts of the Landlord's property.

Additionally, it will be Tenant's obligation during Tenant's remodeling, or making of improvements, to secure from city, county, and state agencies, at its sole cost and expense, any and all permits necessary for Tenant's obtaining a Certificate of Occupancy for its opening of business.

19. Reservation. The Landlord reserves the right of free access at all times to the roof of the Leased Premises. Further, Tenant will not rent the roof or outer walls of the Leased Premises for advertising or other purposes. The Tenant shall not erect any structures for any aerial or use the roof for any purpose.

20. Care of Premises. The Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance or menace to the public or other tenants in the building or adjacent properties.

21. Compliance Laws. The Tenant shall at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations, or ordinances of all

municipal, county, state and federal authorities affecting the Leased Premises and the cleanliness, safety, occupation and use of same.

22. Condition of Premises at Time of Lease. The Tenant acknowledges that it has examined the Leased Premises prior to the making of this Lease and knows and accepts the Leased Premises for all purposes under this Lease "AS-IS".

23. Re-renting. The Tenant hereby agrees that for a period commencing one hundred twenty (120) days prior to the expiration of the Term, the Landlord may show the Leased Premises to prospective tenants, and ninety (90) days prior to the expiration of the Term may display in and about the Leased Premises and in the windows thereof signs indicating the Leased Premises are available for rent.

24. Holding Over. In the event of the Tenant holding over after the expiration of the Term, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary at a monthly rental rate in an amount equal to one hundred twenty-five (125%) percent of the rate called for during the last month of the Term.

25. Utilities. Tenant will pay all charges made against or in respect to the Leased Premises for all utilities including, but not limited to, gas, water, sewerage, heat, electricity, etc., during the Term, as the same shall become due. Additionally, Tenant will be responsible for replacement of its own electrical lighting elements.

26. Refuse Disposal. Tenant shall, at its sole cost and expense, utilize dumpsters or other disposal facilities provided by Landlord for the disposal of garbage and waste products at a charge to Tenant of Five Hundred and 00/100 Dollars (\$500.00) per month. Tenant shall not use Landlord provided dumpsters for any construction materials or debris or any hazardous materials.

27. Heating and Cooling System. At Tenant's own expense it shall maintain the air conditioning system and/or any other heating, cooling or ventilation system (collectively, the HVAC") presently on or hereinafter installed on or in, and/or otherwise servicing the Leased Premises, in good operating condition, and at the end of the Term to return same to Landlord in good operating condition.

28. Roof, Outer Wall, Door and Window Repairs. The Landlord shall be responsible only for the maintenance, replacement repair of the roof and all structural portions of the Leased Premises (not including any structural portions of any improvements made by Tenant to the Leased Premises) and the outer walls of the Leased Premises (collectively, the "Structural Repairs"). Landlord shall not be responsible for such Structural Repairs if the need for such Structural Repairs was/is caused by Tenant or Tenant's agents. The Tenant shall be solely responsible to maintain and keep in good order and repair the building façade, the marquee, doors, door frames, all window and door glass and plate glass (interior and exterior), window casings, window frames, windows and any of the appliances or appurtenances of said doors or window casings, window frames and windows, any improvements made by Tenant or its agents, and any attachment or attachments to the building or Leased Premises and all systems used in connection therewith. If Tenant fails to perform any repairs that it is required to make hereunder within 15 days after its receipt of written notice from Landlord, Landlord shall have the right but not the obligation to make such repairs and, provided such repairs were made in a good and workmanlike manner, Tenant shall promptly reimburse Landlord for Landlord's reasonable expenses in making such repairs. All repairs made by either Party shall comply with all legal requirements applicable to such repairs.

29. Advertising Display. Tenant acknowledges that the exterior and the marquee of the Leased Premises is/or may be designated as a "historical" site and that, other than proper

use, maintenance and repair, Tenant shall not alter or remove any portion of the marquee located upon the Leased Premises. All signs and advertising displayed in and about the Leased Premises shall be such only as advertise the business carried on upon the Leased Premises and such other announcements consistent with the prior practice of the use of the marquee. Other than the existing marquee, no awning, signage or other outside attachment shall be installed or used on the exterior of the Leased Premises unless approved in writing by the Landlord prior to such installation.

30. Access to Premises. The Landlord shall have the right to enter upon the Leased Premises at all reasonable hours on reasonable prior notice for the purpose of inspecting the same. If the Landlord deems any repairs necessary, it may demand that the Tenant make the same; and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to its inventory or business by reason thereof. If the Landlord makes or causes to be made such repairs, the Tenant agrees that it will on not less than ten (10) Business Days' notice from Landlord accompanied by an itemized invoice of such costs, pay to the Landlord the cost thereof as Additional Rent.

31. Quiet Enjoyment. The Landlord covenants that the Tenant, on payment of all Rent and other sums called for herein and performing all the covenants set forth herein, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Term.

32. Default. If Tenant should fail to pay Rent or any other amounts due under this Lease for more than thirty (30) days from the due date, the Landlord will have the option of demanding Tenant vacate the Leased Premises after providing Tenant with not less than 10 days' written notice of such non-payment and/or have the option pursuing all of its available legal remedies. It shall also be a default of this Lease for Tenant to cease doing business as a "going concern" and/or cease operating the Leased Premises during normal business hours for a period in excess of thirty (30) days, except to the extent that such cessation in business is temporary as a result of fire, accident or governmental restrictions.

33. Expenses and Damages-Re-entry. In the event that the Landlord shall, during the Term, obtain possession of said Leased Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of the Leased Premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages, including actual attorneys' fees and costs.

34. Remedies not Exclusive. Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies, and benefits allowed by law, including, but not limited to, possession, equitable remedies and all of its money damages.

35. Waiver. One or more waivers of any covenant or condition by the Landlord or Tenant shall not be construed as a waiver of a further breach of the same covenant or condition.

36. Security. Tenant will be responsible for any and all security relating to the control of its patrons inside and directly outside of the Leased Premises.

37. Real Estate Taxes. Tenant will pay 100% of the real property taxes on the Leased Premises (Sidwell Number 08-19-36-206-007), said taxes currently due and payable yearly in two (2) installments, due February first and August first of each year, as billed by the city of Birmingham, Michigan. Real estate taxes will be prorated at the beginning and end of the Term based upon the period that the Term related to the period of such real estate taxes. Additionally, Tenant will timely pay all personal property taxes (assessed against any and all personal property, regardless of such personal property

being owned by Landlord or Tenant) and its pro rata share of any special assessments.

Landlord shall deliver to Tenant copies of the tax bills for real estate taxes accruing during the Term. If Tenant fails to pay to Landlord, within the later of ten Business Days after receipt of such tax bills or the due date of such taxes the amount of taxes due, Tenant is hereby in default under this Lease.

38. Non-liability of Landlord. In the event the Landlord hereunder or any successor owner of the Leased Premises shall sell or convey the Leased Premises, all liabilities and obligations on the part of the original Landlord or such successor owner under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant shall attorn to such new owner.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, such failure continues for more than 10 days after notice from Tenant, Tenant may perform such covenant, condition or term of this Lease and Landlord shall pay Tenant's reasonable expenses therefore within 10 Business Days after receipt of an itemized invoice from Tenant. If as a consequence of such default, Tenant shall recover a money judgment against Landlord, including interest at 12% per annum and reasonable attorneys' fees, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

39. Estoppel Certificate. At any time and from time to time, but not less than ten (10) Business Days subsequent to request by a Party, the requested Party shall promptly execute, acknowledge and deliver to the requesting Party or its designee, a certificate indicating (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which Rent hereunder have been paid, (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested. Any such certificate may be relied upon by any prospective purchaser, lender mortgagee or other specified person.

40. Notices. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at its last known post office and deposited in the mail with postage prepaid, and if such notice to the Landlord is in writing addressed to the last known post office address of the Landlord and deposited in the mail with postage prepaid. Notice shall be deemed given when received.

41. Pronouns. It is agreed that in this Lease the word "it" shall be used as synonymous with the words "she," "he," and "they," and the word "its" synonymous with the words "her," "his," and "their."

42. Successors. The covenants, conditions, and agreements made and entered into by the Parties hereto and the benefits hereunder are binding on, and the benefits hereunder shall accrue to the Parties hereto and their respective heirs, successors, representatives and assigns.

43. Severability. The unenforceability or invalidity, if any, of any provision of this Lease shall not render any other provision or provisions unenforceable or invalid and the remainder of this Lease shall not be affected thereby and the balance of the terms and provisions of this Lease shall be valid and enforceable. If any provision of this Lease is partially unenforceable or invalid, the remaining portion thereof shall be enforced to the fullest extent

permitted by law.

44. Options to Renew. Provided that Tenant is not in default of this Lease at the time of the notice of exercise and at the time of the commencement of the hereinafter provided "Option Terms" beyond any applicable notice and/or cure period, Landlord grants to Tenant two (2) successive five (5)-year options (each an "Option" and collectively, the "Options") to extend the Term upon the same terms and conditions, except for Base Rent, which shall be increased two (2%) percent annually.

To exercise the Options, Tenant must tender written notice to Landlord exercising such Option not less than six (6) months prior to the expiration date of the existing Term. Failure of Tenant to timely tender written notice of its exercise of an Option shall terminate such Option, time being of the essence. Upon the timely exercise of an Option, the period of such Option shall be included within the Term.

45. Brokers. Landlord and Tenant represent and warrant to each other that they have not negotiated with any broker in connection with this Lease. Landlord and Tenant agree that should any claim be made against the other for a broker's commission, finder's fee or similar compensation by reason of the acts of such Party, the Party upon whose acts such claim is predicated shall indemnify and hold the other Party harmless from all losses, costs, damages, claims, liabilities and expenses in connection therewith (including, but not limited to, reasonable legal fees and the cost of enforcing this indemnity).

46. Recording. Tenant hereby covenants and agrees not to record this Lease or any memorandum or affidavit thereof or cause same or any memorandum or affidavit thereof to be recorded by any third persons without Landlord's written authority.

47. Headings. The paragraph headings provided herein are for the convenience of the Parties, but shall not be deemed to qualify, modify or amend the text of each paragraph of the Lease.

48. Entire Agreement. This Lease constitutes the entire agreement between the Parties and may not be modified in any manner except by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

FULLER CENTRAL PARK PROPERTIES, L.L.C.


By: Edward A. Fuller
Its: Managing Member

TENANT:

CH BIRMINGHAM LLC,
a Michigan limited liability company
By: 303 Management, Inc.,
a Michigan corporation, Manager

By: 
Paul A. Glantz, President



Sheet Number:
A1.03

Project Number:
22-4-11
Sheet Title:
PROPOSED
LOWER LEVEL PROJECTION
VIZARDINE PLAN
Sheet Number:
A1.04



MEMORANDUM

Police Department

DATE: March 10th, 2021

TO: Tom Markus, City Manager
Jana Ecker, Planning Director

FROM: Chris Busen, Investigative Commander

SUBJECT: Request to transfer ownership of the Class C Liquor License from Birmingham Teatro, LLC (Business Id. No. 248616) to CH Birmingham, LLC located at 211 S Old Woodward, Birmingham, Oakland County, Michigan; with Sunday Sales (PM) permit, and Entertainment permit.

INTRODUCTION:

The police department has received a request from the Law Offices of J.Patrick Howe regarding approval to transfer ownership of the Class C license from Teatro, LLC located at 211 S Old Woodward, Birmingham, Oakland County, MI 48009 to CH Birmingham, which will continue doing business as Birmingham 8 Theater. CH Birmingham, LLC also requests the following permits: Sunday Sales PM Permit, and Entertainment Permit. CH Birmingham, LLC has paid the initial fee of \$1500 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code.

BACKGROUND:

CH Birmingham, LLC has entered into a lease to operate the Birmingham 8 Theater located at 211 S Old Woodard. The lease calls for the current operator, Birmingham Teatro, LLC to transfer ownership of the Class C liquor license held at the theater to CH Birmingham, LLC. CH Birmingham, LLC is not proposing any changes to the operation or floor plan of the theater at this time. They are only requesting to transfer ownership of the Class C liquor license. The Class C liquor license is being transferred for \$1.00. CH Birmingham, LLC is simultaneously filing a separate request to transfer the Special Land Use Permit for the theater with the Birmingham Planning Department. A Liquor License Application has also been filed with the Michigan Liquor Control Commission. Funds used for operating the Birmingham 8 Theater will come from Emagine Theater ongoing operations funds. CH Birmingham, LLC provided a financial letter stating they have funds available to support their operation moving forward. The tentative hours of operation are 11am-1:00am depending on season and demand. CH Birmingham, LLC will initially pay a percentage rate for their lease and then eventually pay a monthly amount an addition to the percentage amount for their lease.

LEGAL REVIEW:

Non-applicable

FISCAL IMPACT:

Non-applicable

SUMMARY:

Birmingham 8 Theater will be solely owned by Paul A Glantz, who is the Chairman of Emagine Theaters.

<u>Member</u>	<u>Percentage of Interest</u>
Paul A Glantz	100%

A background check was conducted on Paul A Glantz. Glantz was checked using the Law Enforcement Information Network (LEIN) and the Court's Law Enforcement Management Information System (CLEMIS). Glantz has no criminal convictions or police contacts.

Glantz has Michigan Liquor Control Commission ("MLCC") violations at the following locations he has an interest in:

<u>Licensee Name</u>	<u>MLCC Violation</u>
Emagine Novi	(7) NSF Violations
Emagine Canton	(1) NSF Violation (1) Sale to Minor
Emagine Royal Oak	(1) Sale to Minor
Emagine Rochester Hills	(1) Sale to Minor
Emagine Macomb	(1) NSF Violation (1) Fail to provide server training
Emagine Palladium	(1) Fail to provide server training
Emagine Hartland	(1) NSF Violation (1) Fail to provide server training
Emagine Birch Run	(1) NSF Violation

ATTACHMENTS:
Non-Applicable

SUGGESTED RESOLUTION:

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of CH Birmingham, LLC that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) located at 211 S Old Woodward, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of CH Birmingham, LLC approving the liquor license transfer request of CH Birmingham, LLC that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) located at 211 S Old Woodard, Birmingham, Oakland County, MI 48009.



MEMORANDUM

Planning Division

DATE: May 4, 2021

TO: Thomas M. Markus, City Manager

FROM: Jana L. Ecker, Planning Director

SUBJECT: Public Hearings for a lot split of 300 S. Old Woodward (Parcel# 1936204006), lot split of 294 E. Brown (Parcel #1936204021) and the lot combination of the amended parcels at 300 and 394 S. Old Woodward

INTRODUCTION:

The owner of the property known as 300 S. Old Woodward is seeking a lot split/rearrangement to allow for 3,104.39 sq.ft. on the western edge of 300 S. Old Woodward to be split from the existing parcel, and added to the parcel known as 294 E. Brown Street. In addition, the owner of 294 E. Brown Street is seeking a lot split/rearrangement to divide the existing parcel into two parcels, to allow for 1,962.79 sq.ft. on the southeastern edge of the parcel to be split and added to the parcel at 394 S. Old Woodward. Both lot splits/rearrangements, if approved, will allow for a swap of land between property owners that will create a rectangular lot at 294 E. Brown, as well as new parcels at 300 and 394 S. Old Woodward. The owner of the amended parcels at 300 and 394 S. Old Woodward is then seeking a lot combination to create a larger rectangular parcel on S. Old Woodward running south of E. Brown Street to Daines Street to allow the development of a four story mixed use building on the site. Please see attached map and survey.

BACKGROUND:

LOT SPLIT 300 S. OLD WOODWARD

The owner of the property at 300 S. Old Woodward is seeking a lot split/rearrangement to allow for a "swap parcel" 3,104.39 sq.ft. in size on the western portion of the property (as shown in Exhibit A of the lot split application) to be split from the original 13,204.93 sq.ft. parent parcel, and added to the existing parcel known as 294 E. Brown Street. The remainder of the property at 300 S. Old Woodward that would result is shown as Parcel B in Exhibit A of the lot split application, and would be 10,100.54 sq.ft. in size. The "swap parcel" would then be added to the existing parcel at 294 E. Brown Street, shown as Parcel A in Exhibit A of the lot split application.

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

- (1) *All lots formed or changed shall conform to minimum Zoning Ordinance Standards.*

Attached are copies of surveys provided by the applicant depicting existing and proposed conditions. The proposed rearrangement has been reviewed by the Community Development Department. Both parcels that result from the lot split at 300 S. Old Woodward would conform to minimum Zoning Ordinance standards as set out in Article 02, Section 2.30 of the Zoning Ordinance, for the B-2 Zoning District. The proposed split would reduce the size of 300 S. Old Woodward from 13,204.93 sq. ft. to 10,100.54 sq. ft. in size, and the "swap parcel" would be added to the existing 32,710.28 sq.ft. parcel.

Both resulting parcels at 300 S. Old Woodward (Parcel B) and 294 E. Brown Street (Parcel A) would be in excess of the required 1,000 sq. ft. minimum lot size required for specified commercial uses in the B-2 zone district. No non-conformities would be created on either of the resulting parcels as a result of the proposed split. There are no lot coverage or minimum open space requirements in the B-2 zone district, nor side setback requirements. Front setbacks on both parcels would not be affected by the lot split. As the building on 300 S. Old Woodward is proposed for demolition, any new building proposed would be required to meet the 10' rear setback requirement, and the front setback requirement to place the front building façade of a new building on Old Woodward at the frontage line.

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

The lots formed or changed by the division are commercial, not residential, therefore this requirement is not applicable.

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

While not included with the lot split or lot combination applications, the owner of the resulting lot at 300 – 394 S. Old Woodward (should the requested lot splits and lot combination be approved), is proposing construction of a new 4 story building. An application for Preliminary Site Plan review has been submitted to the Planning Division, and a review of the plans is in

progress with the Planning Board. **The placement of the proposed new building and the proposed ingress and egress off of Daines Street for a small underground parking level will not hinder the development of adjacent properties, nor diminish their values. Should the proposed new building be approved, two vehicular ingress or egress access points will be removed, and the estimated value of the new building would likely increase the property values of adjacent property.**

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

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

Thus, as the proposed lot split/rearrangement at 300 S. Old Woodward meets all of the standards for approval as outlined in Chapter 102, Subdivisions, section 53, the City Commission may approve the proposed lot split/rearrangement.

LOT SPLIT 294 E. BROWN STREET

The owner of the property at 294 E. Brown Street is also seeking a lot split/rearrangement to allow for a "swap parcel" 1,962.79 sq.ft. in size (as shown in Exhibit A of the lot split application) to be split from the 35,814.67 sq.ft. parent parcel (which was expanded by 3,104.39 sq.ft. should the lot split discussed above be approved), and added to the existing parcel known as 394 S. Old Woodward. The remainder of the property at 294 E. Brown Street that would result is shown as Parcel A in Exhibit A of the lot split application, and would be 33,851.88 sq.ft. in size. The "swap parcel" would then be added to the existing parcel at 394 S. Old Woodward, shown as Parcel B in Exhibit A of the lot split application.

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

(1) All lots formed or changed shall conform to minimum Zoning Ordinance Standards.

Attached are copies of surveys provided by the applicant depicting existing and proposed conditions. The proposed rearrangement has been reviewed by the Community Development Department. Both parcels that result from the lot split at 294 E. Brown Street would conform to minimum Zoning Ordinance standards as set out in Article 02, Section 2.30 of the Zoning Ordinance, for the B-2 Zoning District. The proposed split would reduce the size of 294 E. Brown from 35,814.67 sq. ft. (after lot split of 300 S. Old Woodward above) to 33,851.88 sq. ft. in size, and the "swap parcel" would be added to the existing 8,137.75 sq.ft. parcel at 394 S. Old Woodward, to create a 10,100.54 sq.ft. parcel shown as Parcel B in Exhibit A of the lot split application.

Both resulting parcels at 294 E. Brown Street (Parcel A) and 394 S. Old Woodward (Parcel B) would be in excess of the required 1,000 sq. ft. minimum lot size required for specified commercial uses in the B-2 zone district. No non-conformities would be created on either of the resulting parcels as a result of the proposed split. There are no lot coverage or minimum open space requirements in the B-2 zone district, nor side setback requirements. Front setbacks on both parcels would not be affected by the lot split. As the building on 394 S. Old Woodward is proposed for demolition, any new building proposed would be required to meet the 10' rear setback requirement, and the front setback requirement to place the front building façade of a new building on Old Woodward at the frontage line.

(2) All residential lots formed or changed by the division shall have a lot width not less than the average lot width of all lots on the same street within 300 feet of the lots formed or changed and within the same district.

The lots formed or changed by the division are commercial, not residential, therefore this requirement is not applicable.

(3) The division will not adversely affect the interest of the public and of the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:

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

While not included with the lot split or lot combination applications, the owner of the resulting lot at 300 – 394 S. Old Woodward (should the requested lot splits and lot combination be approved), is proposing construction of a new 4 story building. An application for Preliminary Site Plan review has been submitted to the Planning Division, and a review of the plans is in progress with the Planning Board. **The placement of the proposed new building and the proposed ingress and egress off of Daines Street for a small underground parking level will not hinder the development of adjacent properties, nor diminish their values. Should the proposed new building be approved, two vehicular ingress or egress access points will be removed, and the estimated value of the new building is not likely to impair the values of adjacent property.**

The subject property is not located within the floodplain or soil erosion limit of a recognized stream, river, lake or other water body. The site does not appear to exhibit evidence of

regulated wetlands or endangered species of flora and fauna. **The proposed lot rearrangement and property transfer will not affect any natural features on the site.**

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

Thus, as the proposed lot split/rearrangement at 294 E. Brown Street meets all of the standards for approval as outlined in Chapter 102, Subdivisions, section 53, the City Commission may approve the proposed lot split/rearrangement.

LOT COMBINATION 300 – 394 S. OLD WOODWARD

Should both lot splits/rearrangements discussed above be approved, the owner of the amended parcels at 300 and 394 S. Old Woodward seeks a lot combination to create a larger rectangular parcel 20,201.08 sq.ft. in size on S. Old Woodward running south of E. Brown Street down to Daines to allow the development of a proposed four story mixed use building on the site.

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

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

With regard to character of the area, the subject site is located on a major road, and surrounded by a mix of uses and building heights ranging from one to eight stories in height. The new five story Daxton Hotel is located immediately north of Brown, and a new three story mixed use building is located immediately south of Daines Street. The proposed parcel size is consistent with the character of the area and parcel sizes in the general area.

With regard to zoning, the existing buildings at 300 – 394 S. Old Woodward are proposed for demolition, and a new four story mixed use building is proposed on the parcels if the lot combination is approved. Both parcels are zoned B-2 General Business and D-3 (three or four stories) in the Downtown Birmingham Overlay District. Detailed plans on the proposed building have been submitted to the Planning Division and are in the process of being reviewed by the Planning Board. Both the Preliminary Site Plan and Community Impact Study were reviewed by the Planning Board on March 24, 2021, and were continued to the meeting on April 28, 2021. The proposed development will be required to meet the requirements of the Downtown Overlay District. The applicant has applied for rezoning of the property at 300 – 394 S. Old Woodward from D-3 (three or four stories) to D-4 (four or five stories) in the Downtown Overlay to allow the proposed fourth floor to be used as a restaurant. This rezoning request is scheduled to be considered by the Planning Board on April 28, 2021.

With regard to setback, the Downtown Overlay standards for both the D-3 and D-4 zones require that front building facades be located at the frontage line. The proposed building is located at the frontage line with a 0 – 3' setback facing S. Old Woodward. **The proposed building satisfies this requirement.**

With regard to height, the Downtown Overlay standards for the D-3 Zone permit a maximum of 4 stories and 68' in height, with the 4th story only permitted as a residential use and being setback 10 feet from the 3rd story. The applicant has proposed a 4-story building 69' in height, with the 4th floor setback 10 feet from the façade of the 3rd floor. **Should the applicant's rezoning request to D-4 be approved, all height requirements will be met as 5 stories and 80' maximum height is permitted in a D-4 zone. Should the D-3 zoning remain, the applicant has advised that they will lower the height of the proposed building by 1' to comply with the maximum height of the D-3 zone.**

With regard to parking requirements, 300 – 394 S. Old Woodward are both located within the Parking Assessment District, thus no parking for commercial uses is required to be provided on site. However, the applicant is proposing one level of underground parking, although it is not required for the proposed commercial uses. **The proposed building satisfies the parking requirements.**

With regard to use, the east side of the building facing S. Old Woodward is along the Downtown Overlay Retail Frontage Line which requires retail use within the first 20 feet of the building. **The proposed building includes retail use within the first 20 feet along S. Old Woodward.** Also, as previously mentioned in the height section above, a 4th story is only permitted in a D-3 zone if used for residential. **As noted above, the applicant has applied for rezoning to D-4, which would permit the use of the 4th floor as a restaurant. Should the D-3 zoning remain, the applicant has advised that they intend to seek a use variance to allow the use of the 4th story for non-residential purposes.**

With regard to applicable master plans, the Downtown 2016 Plan recommends mixed use, multi-story buildings. The proposed building has a mix of retail, design service and restaurant uses that will fit in with the surrounding uses and will assist in activating this area of downtown. **The applicant's lot combination request and proposed building align with the recommendations of the Downtown 2016 Plan.**

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

The lot formed as a result of the proposed combination is commercial, not residential, therefore this requirement is not applicable.

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

The lot formed as a result of the proposed combination is commercial, not residential, therefore this requirement is not applicable.

- (4) *The combination will result in building envelopes on the combined parcels that will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.*

The only development within 500' in all directions in the B2 zoning district includes the Coldwell Banker Weir Manual building to the west, and the Peabody mansion and Powerhouse Gym buildings to the east. The only development within 500' in all directions in the D-3 Downtown Birmingham Overlay District includes the Coldwell Banker Weir Manual building to the west, the Peabody mansion and the western portion of the Powerhouse Gym buildings to the east. **The proposed parcel size and building envelope for 300 – 394 S. Old Woodward are consistent with the varied lot sizes and variety of buildings within 500' in the B2 zoning district.**

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

There are no outstanding taxes due on the property at 394 S. Old Woodward. **However, for 300 S. Old Woodward there is a winter tax balance of \$122.63, and a special assessment with a total payoff of \$26,800.28, with \$4,219.74 due 4/30/21. All outstanding taxes and assessments must be paid in full.**

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

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

While not included with the lot split or lot combination applications, the owner of the resulting lot at 300 – 394 S. Old Woodward (should the requested lot splits and lot combination be approved), is proposing construction of a new 4 story building. An application for Preliminary Site Plan review has been submitted to the Planning Division, and a review of the plans is in progress with the Planning Board. **The placement of the proposed new building and the proposed ingress and egress off of Daines Street for a small underground parking level will not hinder the development of adjacent properties, nor diminish their values. Should the proposed new building be approved, two vehicular ingress or egress access points will be removed, and the estimated value of the new building would likely increase the property values of adjacent property.**

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

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

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

The proposed lot combination and the location, size and density of the proposed new building will not negatively affect the supply of light and air to adjacent properties, as the site is bounded by roads on three sides, and a parking lot on the remaining side. The proposed combination or new building will not negatively affect the capacity of essential public facilities nor the ability of the City to provide essential services. Sufficient water and sewer capacity exists to service the site.

LEGAL REVIEW:

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

FISCAL IMPACT:

Not applicable.

PUBLIC COMMUNICATIONS:

Prior to the application being considered by the City Commission, the City Clerk's office will send out notices to all property owners and tenants within 300 feet of both 300 and 394 S. Old Woodward seeking public comment on the proposal.

SUMMARY:

As the proposed lot split/rearrangements at 294 E. Brown Street and 300 S. Old Woodward meet all of the standards for approval as outlined in Chapter 102, Subdivisions, section 53, the City Commission may approve the proposed lot split/rearrangements. Should the applicant's request for rezoning of 300 – 394 S. Old Woodward from D-3 to D-4 be approved, the lot combination request and the proposed building envelope will meet all of the requirements for approval as outlined in Chapter 102, Subdivisions, section 83, as noted above and the City Commission may approve the proposed lot combination.

The Planning Division recommends that the City Commission approve the applications for the lot splits/rearrangements and the proposed lot combination of the amended parcels at 300 – 394 S. Old Woodward.

ATTACHMENTS:

- Lot split/rearrangement application for 300 S. Old Woodward;
- Lot split/rearrangement application for 294 E. Brown Street;
- Lot Combination application for 300 – 394 S. Old Woodward

- Plans for proposed development at 300 -394 S. Old Woodward as submitted to the Planning Board for the meeting of March 24, 2021.

SUGGESTED ACTION:

To APPROVE the proposed lot split/rearrangement of 300 S. Old Woodward to allow for 3,104.39 sq.ft. on the western edge of 300 S. Old Woodward to be split from the existing parcel, and added to the parcel known as 294 E. Brown Street;

AND

To APPROVE the proposed lot split/rearrangement of 294 E. Brown Street to divide the existing parcel into two parcels, to allow for 1,962.79 sq.ft. on the eastern edge of the parcel to be split and added to the parcel at 394 S. Old Woodward;

AND

To APPROVE the proposed lot combination of 300 – 394 S. Old Woodward to create a larger rectangular parcel 20,201.08 sq.ft. in size on S. Old Woodward running south of E. Brown Street to Daines, subject to the following conditions:

1. All outstanding taxes and special assessments due on 300 S. Old Woodward must be paid in full; and
2. Both 300 S. Old Woodward and 394 S. Old Woodward are approved for rezoning to D-4 in the Downtown Overlay District, or the height of the proposed building to is reduced to 68' and a use variance is obtained from the Board of Zoning Appeals for the use of the fourth floor as a restaurant.

OR

To DENY the proposed lot split/rearrangement of 300 S. Old Woodward, based on the following conditions that adversely affect the interest of the public and of the abutting property owners:

AND

To DENY the proposed lot split of 294 E. Brown Street, based on the following conditions that adversely affect the interest of the public and of the abutting property owners:

AND

To deny the lot combination of 300 – 394 S. Old Woodward as proposed based on the following conditions that adversely affect the interest of the public and of the abutting property owners:

Division of Platted Lots Application #1



Division of Platted Lots Application #1

Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: RH, Inc.
Address: 15 Koch Road
Corte Madera, CA 94925
Phone Number: (415) 936-9642
Fax Number: N/A
Email address: ds@rh.com

2. Property Owner

Name: See attached Consent Form for each of the 2 property owners
Address: See Consent Form
Phone Number: See Consent Form
Fax Number: N/A
Email address: See Consent Form

3. Applicant's Attorney/Contact Person

Name: Richard D. Rattner
Address: 380 N. Old Woodward Ave., Ste. 300
Birmingham, MI 48009
Phone Number: (248) 642-0333
Fax Number: (248) 642-0856
Email address: rdr@wwrplaw.com

4. Project Designer/Developer

Name: Victor Saroki, FAIA
Address: 430 N. Old Woodward Ave., Fl. 3
Birmingham, MI 48009
Phone Number: (248) 258-5707
Fax Number: N/A
Email address: vsaroki@sarokiarchitecture.com

5. Project Information

Address/Location of Property: 294 E. Brown Street and 300
S. Old Woodward Ave.
Sidwell #: 19-36-204-021 and 19-36-204-006
Parcel #: 19-36-204-021 and 19-36-204-006
Current Zoning: B2/D3

Legal Description: See attached survey

6. Required Attachments

- I. Two (2) copies of a *registered* land survey showing:
 - i. All existing and proposed platted lot lines;
 - ii. Legal descriptions of proposed lots;
 - iii. Footprints of proposed development(s) including proposed building envelope(s) with front, side and rear setbacks clearly marked;
- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (*optional*);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

7. Details of the Proposed Development (attach separate sheet if necessary)

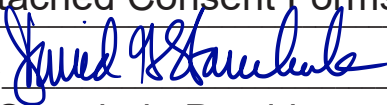
Commanding four levels and over 49,810 interior and exterior square feet, this innovative retail concept features artistic installations of home furnishings in a gallery setting, showcasing RH Interiors, RH Modern, and RH Outdoors. RH's seamlessly integrated culinary offering, the RH rooftop restaurant highlights an ingredient-driven menu. RH Birmingham will also include an interactive design atelier offering professional design services in a studio environment and a rooftop park. A SLUP is required for alcoholic beverage service for on-site consumption in the B2 Zone.

(I), (We), the undersigned, do hereby request to divide lots of record in the City of Birmingham, Oakland County, Michigan. (I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

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

Signature of Property Owner: _____ Date: _____

Print Name: See attached Consent Forms

Signature of Applicant:  _____ Date: 2.24.21

Print Name: Dave Stanchak, President

Office Use Only

Application#: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____



CONSENT OF PROPERTY OWNER

Frank T. Konjarevich or Lois H. Konjarevich, as Trustees for the Frank T. Konjarevich Rev. Liv. Trust dated 5/22/95
I, _____, OF THE STATE OF Michigan AND
(Name of Property Owner)
COUNTY OF Oakland STATE THE FOLLOWING:

1. That I am the owner of real estate located at 394 S. Old Woodward;
(Address of Affected Property)
2. That I have read and examined the Application for **DIVISION OF PLATTED LOTS** made to the City of
Birmingham by: RH, Inc.;
(Name of Applicant)
3. That I have no objections to, and consent to the request(s) described in the Application made to the City of
Birmingham.

Frank T. Konjarevich or Lois H. Konjarevich, as Trustees for the Frank T. Konjarevich Rev. Liv. Trust dated 5/22/95
Name of Owner (Printed): _____

Signature of Owner: Frank Konjarevich Date: 2/24/21



Notice Signs - Rental Application Community Development

1. Applicant

Name: RHF&B Michigan, LLC

Address: 15 Koch Road
Corte Madera, CA 94925

Phone Number: (415) 936-9642

Fax Number: N/A

Email address: ds@rh.com

Property Owner

Name: See attached Consent Form for each of the 3 property owners

Address: See Consent Form

Phone Number: See Consent Form

Fax Number: N/A

Email address: See Consent Form

2. Project Information

Address/Location of Property: 300-394 S. Old Woodward Ave.

Name of Development: RH Birmingham

Area in Acres: .46 acres

Name of Historic District site is in, if any: Not in any historic district

Current Use: Retail and Office

Current Zoning: D-3

3. Date of Board Review

Board of Building Trades Appeals: N/A

City Commission: TBD

Historic District Commission: N/A

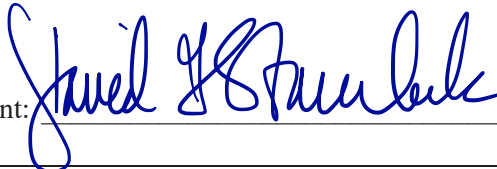
Planning Board: 03/24/21

Board of Zoning Appeals: 300-394 S. Old Woodward Ave.

Design Review Board: N/A

Housing Board of Appeals: N/A

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: 

Date: 2.24.21

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed by: _____

Exhibit A - Land Division No. 1

PARENT PARCEL

LEGAL DESCRIPTION - PARCELS I & II (PER TITLE COMMITMENT)

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PARCEL I:
THE EAST 1/2 OF LOT(S) 11 OF BROWN’S ADDITION TO THE CITY OF BIRMINGHAM AND THE EAST 1/2 OF LOT 16 OF BROWN’S ADDITION NO. 1, IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, INCLUDING THE VACATED WEST 20 FEET OF ANN STREET ADJOINING LOT 11 AND THE VACATED WEST 19 FEET OF ANN STREET ADJOINING LOT 16.

PARCEL II:
THE WEST 1/2 OF LOT(S) 12 OF BROWN’S ADDITION TO THE VILLAGE (NOW CITY) OF BIRMINGHAM, OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, TOWNSHIP OF BLOOMFIELD (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, ALSO LOT 15, ADDITION TO WILLIAM BROWN’S ADDITION NO. 1, BEING A PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, INCLUDING VACATED 20 FEET OF ANN STREET, ADJOINING THE WESTERLY SIDE OF LOT 12 AND VACATED 21 FEET OF ANN STREET ADJOINING THE WESTERLY SIDE OF LOT 15.

ADDRESS: 294 E. BROWN STREET, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-021

LEGAL DESCRIPTION - PARCEL 2 (PER TITLE COMMITMENT)

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

THE EASTERLY 50 FEET OF LOT 12, AND THE WESTERLY PART OF LOT 13, MEASURING 82.45 FEET ON THE NORTH LOT LINE AND 82.48 FEET ON THE SOUTH LOT LINE OF BROWN’S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS.

ADDRESS: 300 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-006

Exhibit A

PARENT PARCEL



EXCEPTED PART TAKEN
FOR WOODWARD WIDENING

E. BROWN ST. (60' R.O.W.)

NE. CORNER LOT 13

S62°00'00"W 17.47'

N62°00'00"E 133.78'

N62°00'00"E 140.00'

WEST
1/2
OF
LOT 11

EAST 1/2
OF LOT 11

VACATED ANN STREET

LOT 12
BROWN'S
ADDITION
(LIBER 3,
PAGE 8)

PART OF
LOT 12

300
S. OLD WOODWARD AVE.

PARCEL 2

19-36-204-006

PART OF LOT 13

S62°00'00"W
271.54'

S35°35'52"E 100.00'

S. OLD WOODWARD AVE. (100' R.O.W.)

N36°14'00"W
200.31'

294
E. BROWN ST.

PARCEL I
19-36-204-021

N36°14'00"W 100.15'
S36°14'00"E 100.15'

N62°00'00"E
50.00'

294 E. BROWN ST.

PARCEL II

19-36-204-021

LOT 15

ADDITION TO WILLIAM
BROWN'S ADDITION NO. 1
(LIBER 3, PAGE 8)

S36°14'00"E 100.15'

394
S. OLD WOODWARD AVE.

19-36-204-014

PART OF LOT 14

WEST
1/2
OF
LOT 16

EAST 1/2
OF LOT 16

VACATED ANN STREET

S62°00'00"W 190.00'

DAINES ST. (40' R.O.W.)

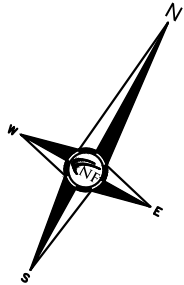
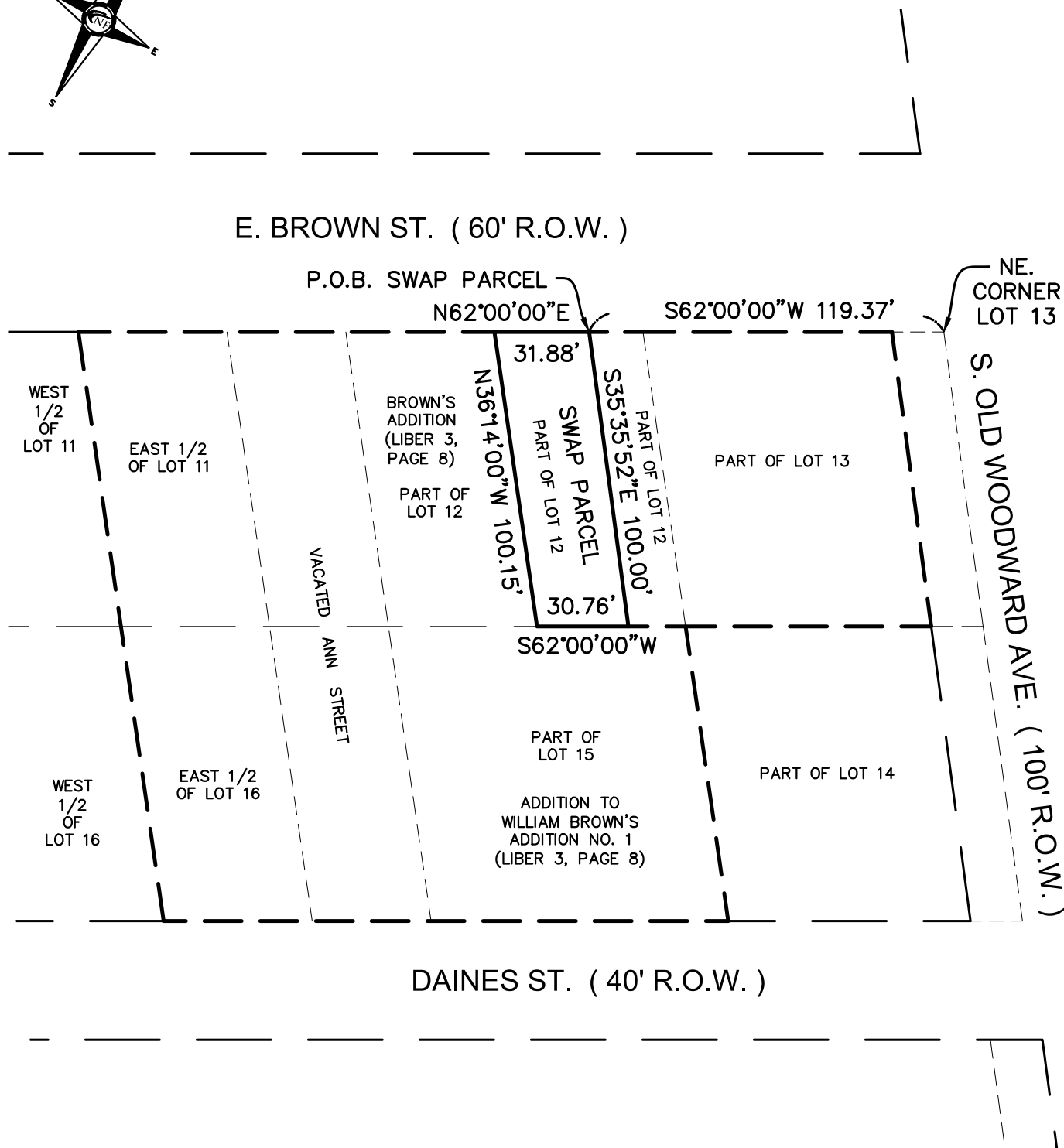


Exhibit A

SWAP PARCEL



LEGAL DESCRIPTION - SWAP PARCEL

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI,
DESCRIBED AS FOLLOWS:

PART OF LOT 12 OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT S.62°00'00"W. 119.37 FEET FROM THE NORTHEAST CORNER OF LOT 13 OF SAID BROWN'S ADDITION SUBDIVISION; THENCE S.35°35'52"E. 100.00 FEET; THENCE S.62°00'00"W. 30.76 FEET; THENCE N.36°14'00"W. 100.15 FEET; THENCE N.62°00'00"E. 31.88 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3,104.39 SQUARE FEET OR 0.07 ACRES OF LAND

PART OF TAX ID NUMBER: 19-36-204-006

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

REVISED
02-24-2021

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 50'	1-28-2021	M.C.	M106	3 of 5

Exhibit A

RESULTING PARCEL

LEGAL DESCRIPTION - PARCEL A

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI,
DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF LOT 11, PART OF LOT 12 AND ALL OF VACATED ANN STREET ADJACENT THEREOF OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS AND THE EAST 1/2 OF LOT 16, LOT 15 AND ALL OF VACATED ANN STREET ADJACENT THEREOF OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, ALL BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT S.62°00'00"W. 119.37 FEET FROM THE NORTHEAST CORNER OF SAID LOT 13 OF BROWN'S ADDITION SUBDIVISION; THENCE S.35°35'52"E. 100.00 FEET; THENCE N.62°00'00"E. 19.24 FEET; THENCE S.36°14'00"E. 100.15 FEET; THENCE S.62°00'00"W. 190.00 FEET; THENCE N.36°14'00"W. 200.31 FEET; THENCE N.62°00'00"E. 171.88 FEET TO THE POINT OF BEGINNING.

CONTAINING: 35,814.67 SQUARE FEET OR 0.82 ACRES OF LAND

ADDRESS: 294 E. BROWN STREET, BIRMINGHAM, MI 48009

PART OF TAX ID NUMBER: 19-36-204-021

LEGAL DESCRIPTION - PARCEL B

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PART OF LOTS 12 AND 13, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT S.62°00'00"W. 17.47 FEET FROM THE NORTHEAST CORNER OF SAID LOT 13 OF BROWN'S ADDITION SUBDIVISION; THENCE S.35°35'52"E. 100.00 FEET; THENCE S.62°00'00"W. 101.90 FEET; THENCE N.35°35'52"W. 100.00 FEET; THENCE N.62°00'00"E. 101.90 FEET TO THE POINT OF BEGINNING.

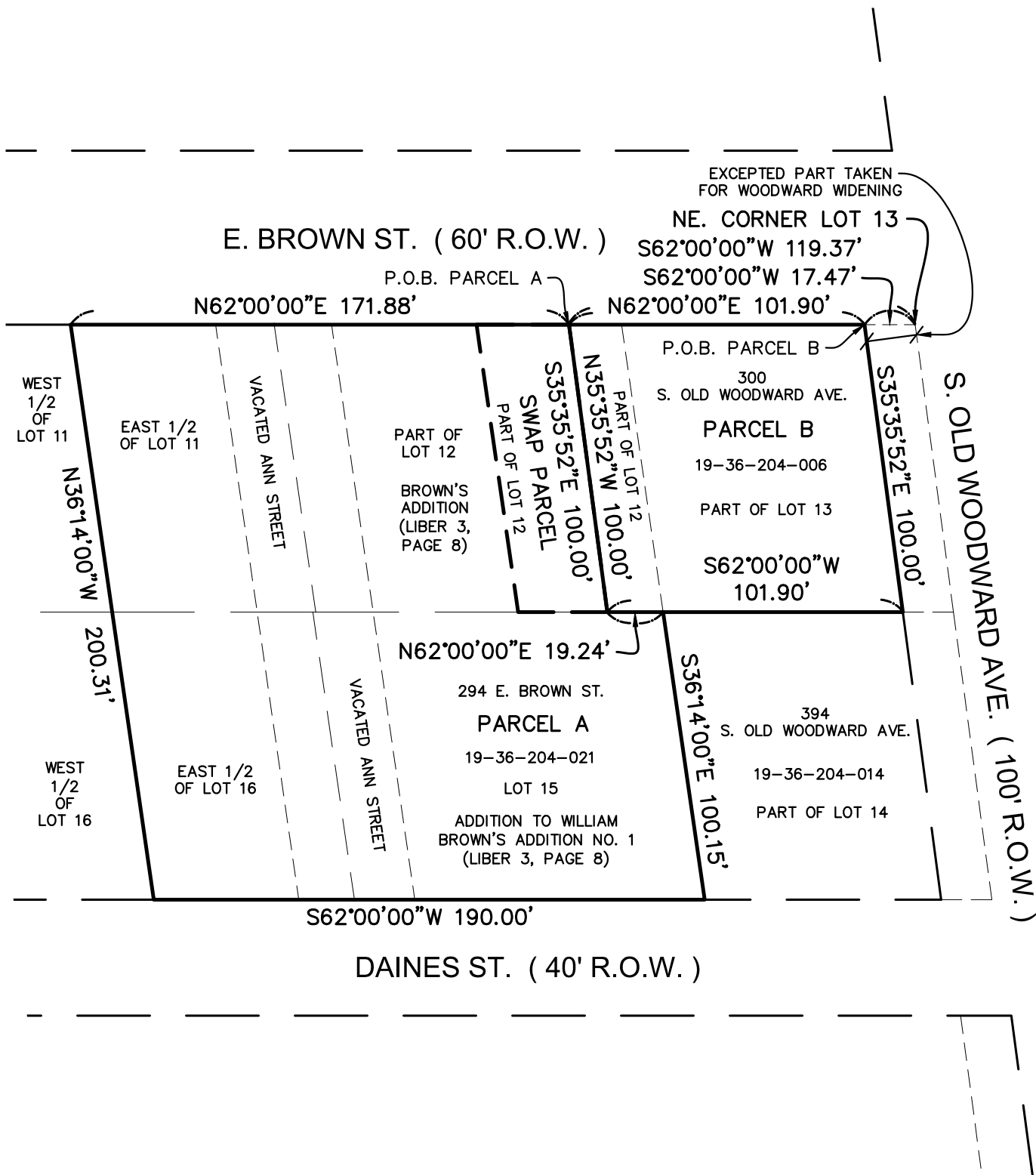
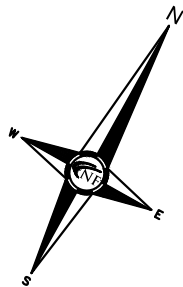
CONTAINING: 10,100.54 SQUARE FEET OR 0.23 ACRES OF LAND

ADDRESS: 300 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

PART OF TAX ID NUMBER: 19-36-204-006

Exhibit A

RESULTING PARCEL



Division of Platted Lots Application #2



Division of Platted Lots Application #2 Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: RH, Inc.
Address: 15 Koch Road
Corte Madera, CA 94925
Phone Number: (415) 936-9642
Fax Number: N/A
Email address: ds@rh.com

2. Property Owner

Name: See attached Consent Form for each of the 2 property owners
Address: See Consent Form
Phone Number: See Consent Form
Fax Number: N/A
Email address: See Consent Form

3. Applicant's Attorney/Contact Person

Name: Richard D. Rattner
Address: 380 N. Old Woodward Ave., Ste. 300
Birmingham, MI 48009
Phone Number: (248) 642-0333
Fax Number: (248) 642-0856
Email address: rdr@wwrplaw.com

4. Project Designer/Developer

Name: Victor Saroki, FAIA
Address: 430 N. Old Woodward Ave., Fl. 3
Birmingham, MI 48009
Phone Number: (248) 258-5707
Fax Number: N/A
Email address: vsaroki@sarokiarchitecture.com

5. Project Information

Address/Location of Property: 294 E. Brown Street and 394
S. Old Woodward Ave.
Sidwell #: 19-36-204-021 and 19-36-204-014
Parcel #: 19-36-204-021 and 19-36-204-014
Current Zoning: B2/D3

Legal Description: See attached survey

6. Required Attachments

- I. Two (2) copies of a *registered* land survey showing:
 - i. All existing and proposed platted lot lines;
 - ii. Legal descriptions of proposed lots;
 - iii. Footprints of proposed development(s) including proposed building envelope(s) with front, side and rear setbacks clearly marked;
- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (*optional*);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

7. Details of the Proposed Development (attach separate sheet if necessary)

Commanding four levels and over 49,810 interior and exterior square feet, this innovative retail concept features artistic installations of home furnishings in a gallery setting, showcasing RH Interiors, RH Modern, and RH Outdoors. RH's seamlessly integrated culinary offering, the RH rooftop restaurant highlights an ingredient-driven menu. RH Birmingham will also include an interactive design atelier offering professional design services in a studio environment and a rooftop park. A SLUP is required for alcoholic beverage service for on-site consumption in the B2 Zone.

(I), (We), the undersigned, do hereby request to divide lots of record in the City of Birmingham, Oakland County, Michigan. (I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

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

Signature of Property Owner: _____ Date: _____

Print Name: See attached consent forms

Signature of Applicant:  _____ Date: 2.24.21

Print Name: Dave Stanchak, President

Office Use Only

Application#: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____



CONSENT OF PROPERTY OWNER

Frank T. Konjarevich or Lois H. Konjarevich, as Trustees for the Frank T. Konjarevich Rev. Liv. Trust dated 5/22/95
I, _____, OF THE STATE OF Michigan AND
(Name of Property Owner)
COUNTY OF Oakland STATE THE FOLLOWING:

1. That I am the owner of real estate located at 394 S. Old Woodward;
(Address of Affected Property)
2. That I have read and examined the Application for **DIVISION OF PLATTED LOTS** made to the City of
Birmingham by: RH, Inc.;
(Name of Applicant)
3. That I have no objections to, and consent to the request(s) described in the Application made to the City of
Birmingham.

Frank T. Konjarevich or Lois H. Konjarevich, as Trustees for the Frank T. Konjarevich Rev. Liv. Trust dated 5/22/95
Name of Owner (Printed): _____

Signature of Owner: Frank Konjarevich Date: 2/24/21



Notice Signs - Rental Application Community Development

1. Applicant

Name: RHF&B Michigan, LLC

Address: 15 Koch Road
Corte Madera, CA 94925

Phone Number: (415) 936-9642

Fax Number: N/A

Email address: ds@rh.com

Property Owner

Name: See attached Consent Form for each of the 3 property owners

Address: See Consent Form

Phone Number: See Consent Form

Fax Number: N/A

Email address: See Consent Form

2. Project Information

Address/Location of Property: 300-394 S. Old Woodward Ave.

Name of Development: RH Birmingham

Area in Acres: .46 acres

Name of Historic District site is in, if any: Not in any historic district

Current Use: Retail and Office

Current Zoning: D-3

3. Date of Board Review

Board of Building Trades Appeals: N/A

City Commission: TBD

Historic District Commission: N/A

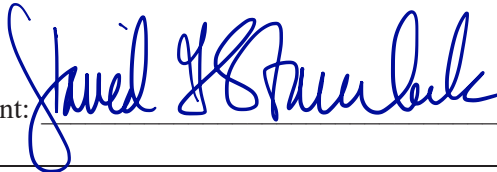
Planning Board: 03/24/21

Board of Zoning Appeals: 300-394 S. Old Woodward Ave.

Design Review Board: N/A

Housing Board of Appeals: N/A

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: 

Date: 2.24.21

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed by: _____

Exhibit A - Land Division No. 2

PARENT PARCEL

LEGAL DESCRIPTION - PARCEL 1

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI,
DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF LOT 11, PART OF LOT 12 AND ALL OF VACATED ANN STREET ADJACENT THEREOF OF BROWN’S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS AND THE EAST 1/2 OF LOT 16, LOT 15 AND ALL OF VACATED ANN STREET ADJACENT THEREOF OF ADDITION TO WILLIAM BROWN’S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, ALL BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT S.62°00’00”W. 119.37 FEET FROM THE NORTHEAST CORNER OF SAID LOT 13 OF BROWN’S ADDITION SUBDIVISION; THENCE S.35°35’52”E. 100.00 FEET; THENCE N.62°00’00”E. 19.24 FEET; THENCE S.36°14’00”E. 100.15 FEET; THENCE S.62°00’00”W. 190.00 FEET; THENCE N.36°14’00”W. 200.31 FEET; THENCE N.62°00’00”E. 171.88 FEET TO THE POINT OF BEGINNING.

ADDRESS: 294 E. BROWN STREET, BIRMINGHAM, MI 48009

PART OF TAX ID NUMBER: 19–36–204–021

LEGAL DESCRIPTION - PARCEL 3 (PER TITLE COMMITMENT)

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

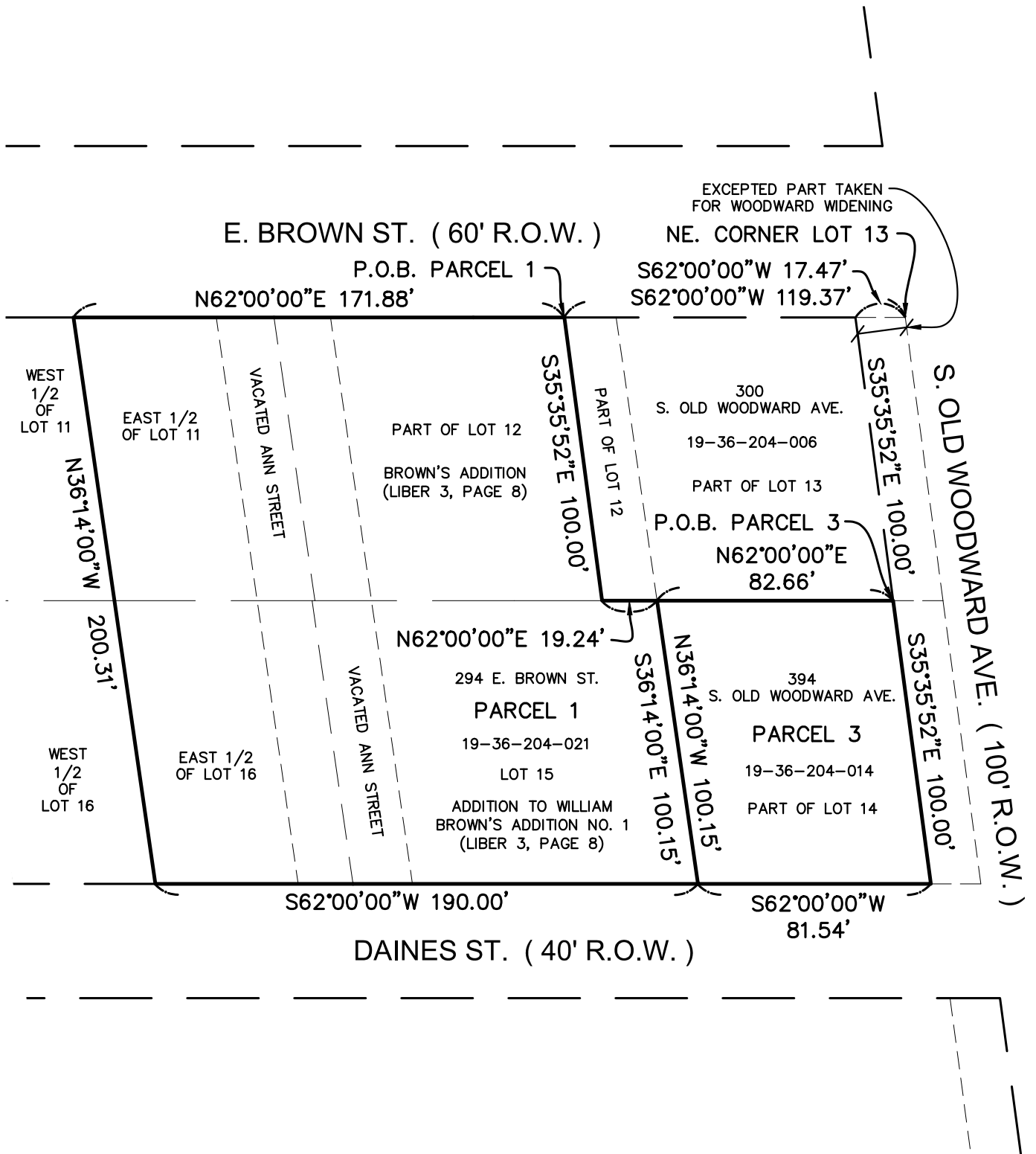
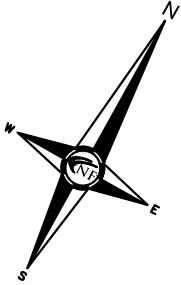
LOT(S) 14, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF ADDITION TO WILLIAM BROWN’S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS.

ADDRESS: 394 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19–36–204–014

Exhibit A

PARENT PARCEL



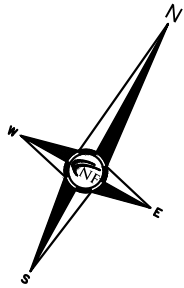
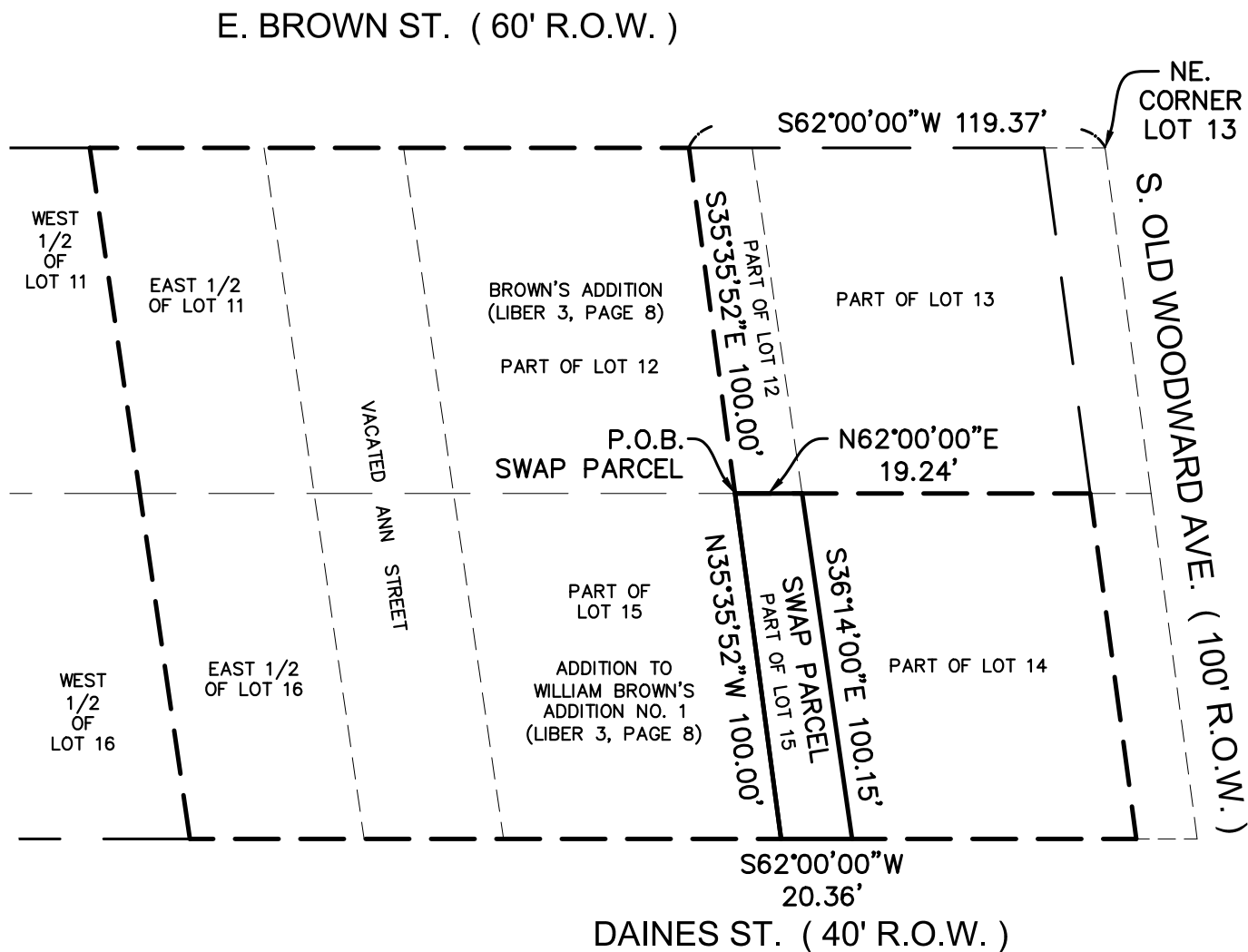


Exhibit A
SWAP PARCEL



LEGAL DESCRIPTION - SWAP PARCEL

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI,
DESCRIBED AS FOLLOWS:

PART OF LOT 15 OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1
ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE
8 OF OAKLAND COUNTY RECORDS, BEING DESCRIBED AS: BEGINNING AT A
POINT DISTANT S.62°00'00\"W. 119.37 FEET AND S.35°35'52\"E. 100.00 FEET
FROM THE NORTHEAST CORNER OF LOT 13 OF BROWN'S ADDITION
SUBDIVISION AS RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND
COUNTY RECORDS; THENCE N.62°00'00\"E. 19.24 FEET; THENCE S.35°14'00\"E.
100.15 FEET; THENCE S.62°00'00\"W. 20.36 FEET; THENCE N.35°35'52\"W.
100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,962.79 SQUARE FEET OR 0.04 ACRES OF LAND

PART OF TAX ID NUMBER: 19-36-204-021

Exhibit A

RESULTING PARCEL

LEGAL DESCRIPTION - PARCEL A

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI,
DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF LOT 11, PART OF LOT 12 AND ALL OF VACATED ANN STREET ADJACENT THEREOF OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS AND THE EAST 1/2 OF LOT 16, PART OF LOT 15 AND ALL OF VACATED ANN STREET ADJACENT THEREOF OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, ALL BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT S.62°00'00"W. 119.37 FEET FROM THE NORTHEAST CORNER OF SAID LOT 13 OF BROWN'S ADDITION SUBDIVISION; THENCE S.35°35'52"E. 200.00 FEET; THENCE S.62°00'00"W. 169.64 FEET; THENCE N.36°14'00"W. 200.31 FEET; THENCE N.62°00'00"E. 171.88 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33,851.88 SQUARE FEET OR 0.78 ACRES OF LAND

ADDRESS: 294 E. BROWN STREET, BIRMINGHAM, MI 48009

PART OF TAX ID NUMBER: 19-36-204-021

LEGAL DESCRIPTION - PARCEL B

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI,
DESCRIBED AS FOLLOWS:

PART OF LOTS 14 AND 15, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; ALL BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT S.62°00'00"W. 17.47 FEET AND S.35°35'52"E. 100.00 FEET FROM THE NORTHEAST CORNER OF LOT 13 OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; THENCE S.35°35'52"E. 100.00 FEET; THENCE S.62°00'00"W. 101.90 FEET; THENCE N.35°35'52"W. 100.00 FEET; THENCE N.62°00'00"E. 101.90 FEET TO THE POINT OF BEGINNING.

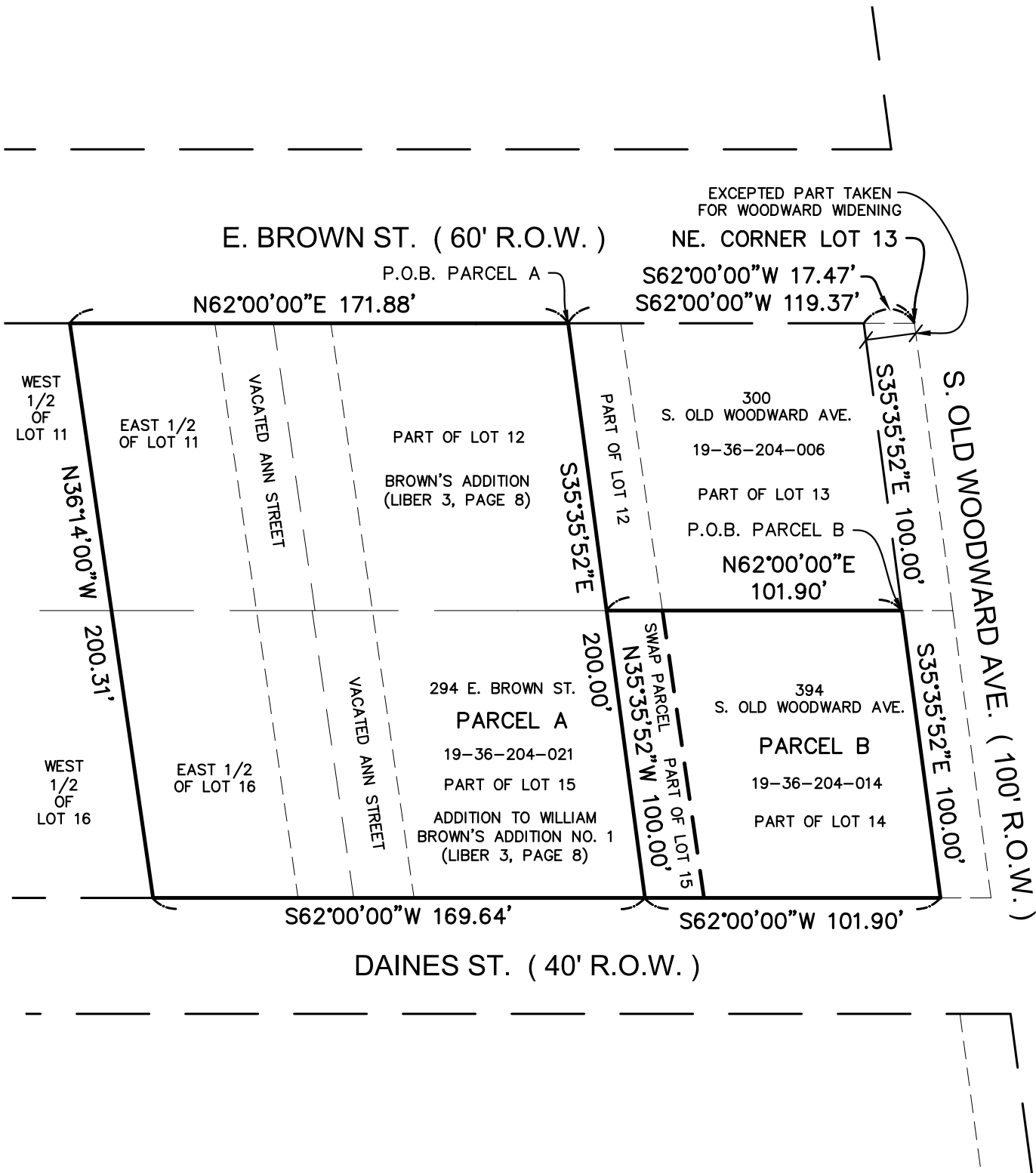
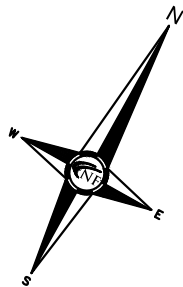
CONTAINING: 10,100.54 SQUARE FEET OR 0.23 ACRES OF LAND

ADDRESS: 394 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

PART OF TAX ID NUMBER: 19-36-204-014

Exhibit A

RESULTING PARCEL





Combination of Platted Lots Application

Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: RH, Inc.
Address: 15 Koch Road
Corte Madera, CA 94925
Phone Number: (415) 936-9642
Fax Number: N/A
Email address: ds@rh.com

2. Property Owner

Name: See attached Consent Form for each of the 3 property owners
Address: See Consent Form
Phone Number: See Consent Form
Fax Number: N/A
Email address: See Consent Form

3. Applicant's Attorney/Contact Person

Name: Richard D. Rattner
Address: 380 N. Old Woodward Ave., Ste. 300
Birmingham, MI 48009
Phone Number: (248) 642-0333
Fax Number: (248) 642-0856
Email address: rdr@wwrplaw.com

4. Project Designer/Developer

Name: Victor Saroki, FAIA
Address: 430 N. Old Woodward Ave., Fl. 3
Birmingham, MI 48009
Phone Number: (248) 258-5707
Fax Number: N/A
Email address: vsaroki@sarokiarchitecture.com

5. Project Information

Address/Location of Property: 300 & 394 S. Old Woodward Ave. /
294 E. Brown Street
Sidwell #: 19-36-204-021, 19-36-204-006 & 19-36-204-014
Parcel #: 19-36-204-021, 19-36-204-006 & 19-36-204-014
Current Zoning: B2/D3

Legal Description: See attached survey

6. Required Attachments

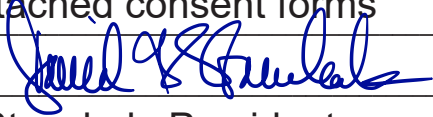
- I. Two (2) copies of a *registered* land survey showing:
 - i. All existing and proposed platted lot lines;
 - ii. Legal descriptions of proposed lots;
 - iii. Locations of existing/surrounding structures for at least 500 ft. in all directions;
 - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked;
- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (*optional*);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

7. Details of the Proposed Development (attach separate sheet if necessary)

Commanding four levels and over 49,810 interior and exterior square feet, this innovative retail concept features artistic installations of home furnishings in a gallery setting, showcasing RH Interiors, RH Modern, and RH Outdoors. RH's seamlessly integrated culinary offering, the RH rooftop restaurant highlights an ingredient-driven menu. RH Birmingham will also include an interactive design atelier offering professional design services in a studio environment and a rooftop park. A SLUP is required for alcoholic beverage service for on-site consumption in the B2 Zone.

(I), (We), the undersigned, do hereby request to combine lots of record in the City of Birmingham, Oakland County, Michigan.
(I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

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

Signature of Property Owner: _____ Date: _____
Print Name: See attached consent forms
Signature of Applicant:  _____ Date: 2.24.21
Print Name: Dave Stanchak, President

Office Use Only

Application#: _____ Date Received: _____ Fee: _____
Date of Approval: _____ Date of Denial: _____ Reviewed By: _____



CONSENT OF PROPERTY OWNER

Frank T. Konjarevich or Lois H. Konjarevich, as Trustees for the Frank T. Konjarevich Rev. Liv. Trust dated 5/22/95
I, _____, OF THE STATE OF Michigan AND
(Name of Property Owner)
COUNTY OF Oakland STATE THE FOLLOWING:

1. That I am the owner of real estate located at 394 S. Od Woodward;
(Address of Affected Property)
2. That I have read and examined the Application for **COMBINATION OF PLATTED LOTS** made to the City of
Birmingham by: RH, Inc.;
(Name of Applicant)
3. That I have no objections to, and consent to the request(s) described in the Application made to the City of
Birmingham.

Frank T. Konjarevich or Lois H. Konjarevich, as Trustees for the Frank T. Konjarevich Rev. Liv. Trust dated 5/22/95
Name of Owner (Printed): _____

Signature of Owner: Frank Konjarevich Date: 2/24/21



Notice Signs - Rental Application Community Development

1. Applicant

Name: RHF&B Michigan, LLC

Address: 15 Koch Road
Corte Madera, CA 94925

Phone Number: (415) 936-9642

Fax Number: N/A

Email address: ds@rh.com

Property Owner

Name: See attached Consent Form for each of the 3 property owners

Address: See Consent Form

Phone Number: See Consent Form

Fax Number: N/A

Email address: See Consent Form

2. Project Information

Address/Location of Property: 300-394 S. Old Woodward Ave.

Name of Development: RH Birmingham

Area in Acres: .46 acres

Name of Historic District site is in, if any: Not in any historic district

Current Use: Retail and Office

Current Zoning: D-3

3. Date of Board Review

Board of Building Trades Appeals: N/A

City Commission: TBD

Historic District Commission: N/A

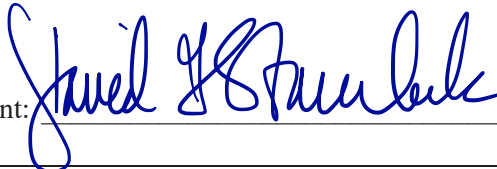
Planning Board: 03/24/21

Board of Zoning Appeals: 300-394 S. Old Woodward Ave.

Design Review Board: N/A

Housing Board of Appeals: N/A

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: 

Date: 2.24.21

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed by: _____

Exhibit A

LAND COMBINATION

LEGAL DESCRIPTION - PARCEL 2

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PART OF LOTS 12 AND 13, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF BROWN’S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT S.62°00’00”W. 17.47 FEET FROM THE NORTHEAST CORNER OF SAID LOT 13 OF BROWN’S ADDITION SUBDIVISION; THENCE S.35°35’52”E. 100.00 FEET; THENCE S.62°00’00”W. 101.90 FEET; THENCE N.35°35’52”W. 100.00 FEET; THENCE N.62°00’00”E. 101.90 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10,100.54 SQUARE FEET OR 0.23 ACRES OF LAND

ADDRESS: 300 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

PART OF TAX ID NUMBER: 19–36–204–006

LEGAL DESCRIPTION - PARCEL 3

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PART OF LOTS 14 AND 15, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF ADDITION TO WILLIAM BROWN’S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; ALL BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT S.62°00’00”W. 17.47 FEET AND S.35°35’52”E. 100.00 FEET FROM THE NORTHEAST CORNER OF LOT 13 OF BROWN’S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; THENCE S.35°35’52”E. 100.00 FEET; THENCE S.62°00’00”W. 101.90 FEET; THENCE N.35°35’52”W. 100.00 FEET; THENCE N.62°00’00”E. 101.90 FEET TO THE POINT OF BEGINNING.

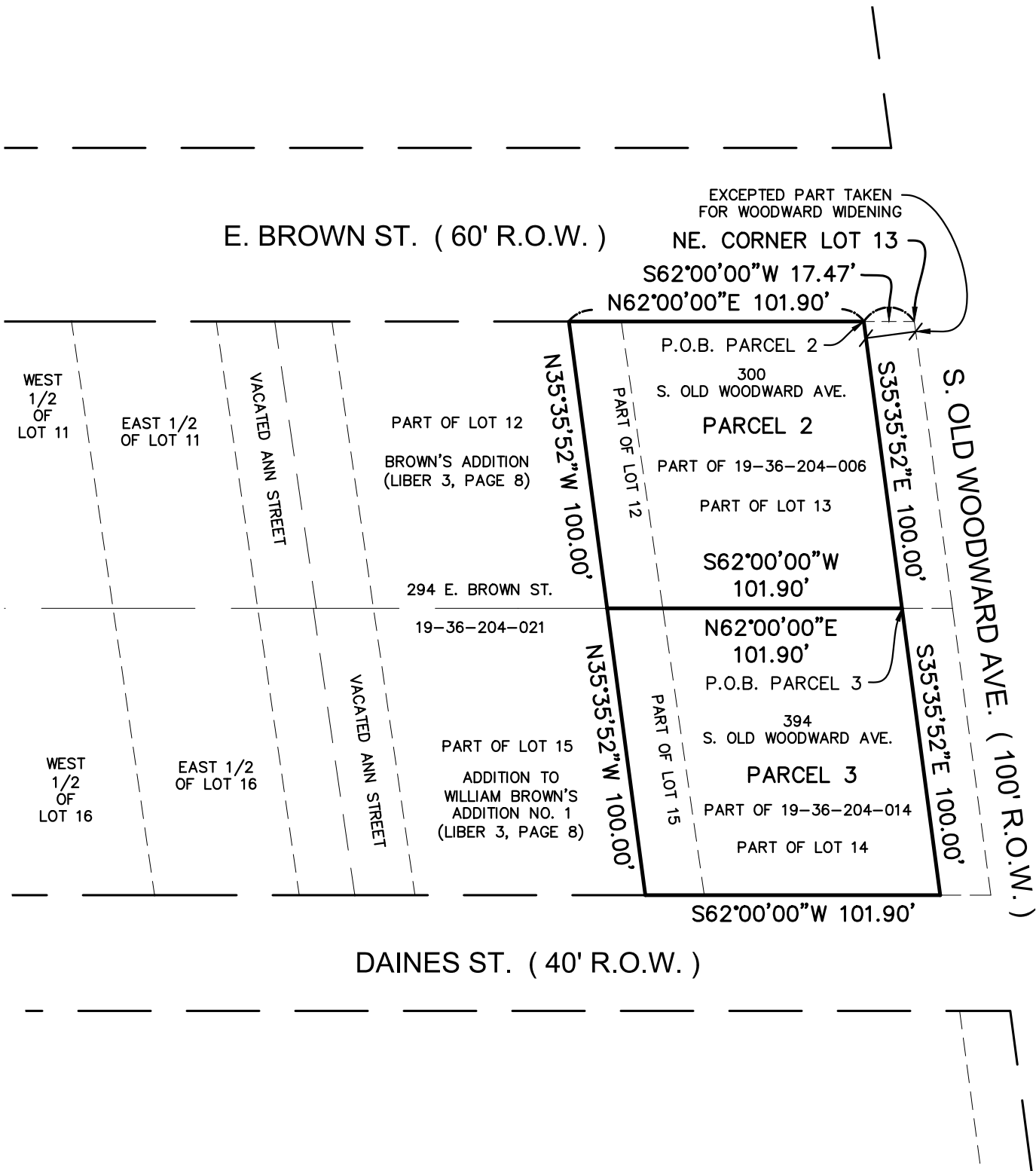
CONTAINING: 10,100.54 SQUARE FEET OR 0.23 ACRES OF LAND

ADDRESS: 394 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

PART OF TAX ID NUMBER: 19–36–204–014

Exhibit A

LAND COMBINATION



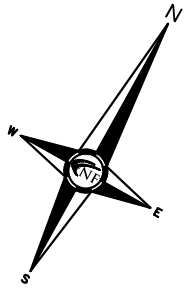
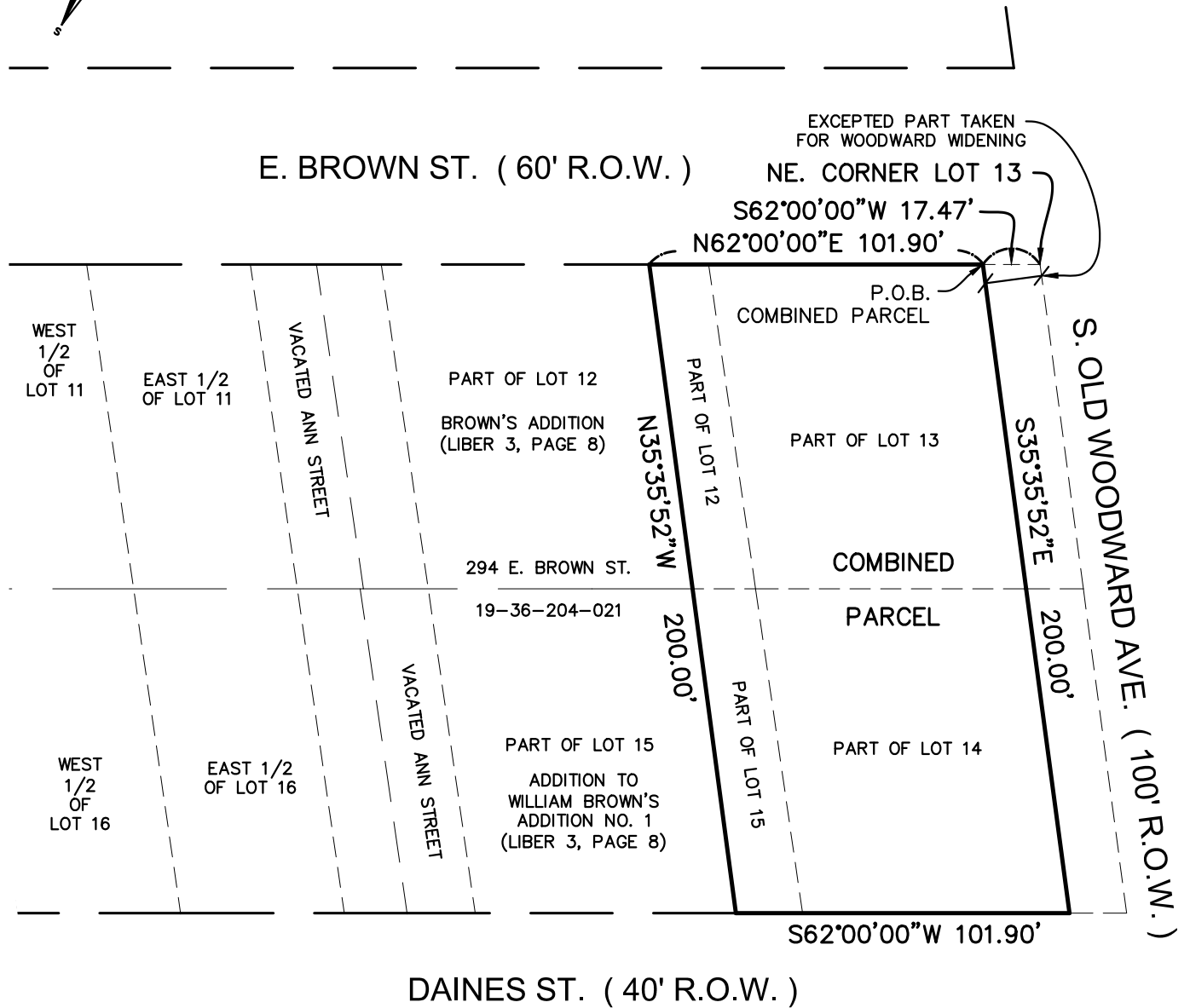


Exhibit A

LAND COMBINATION



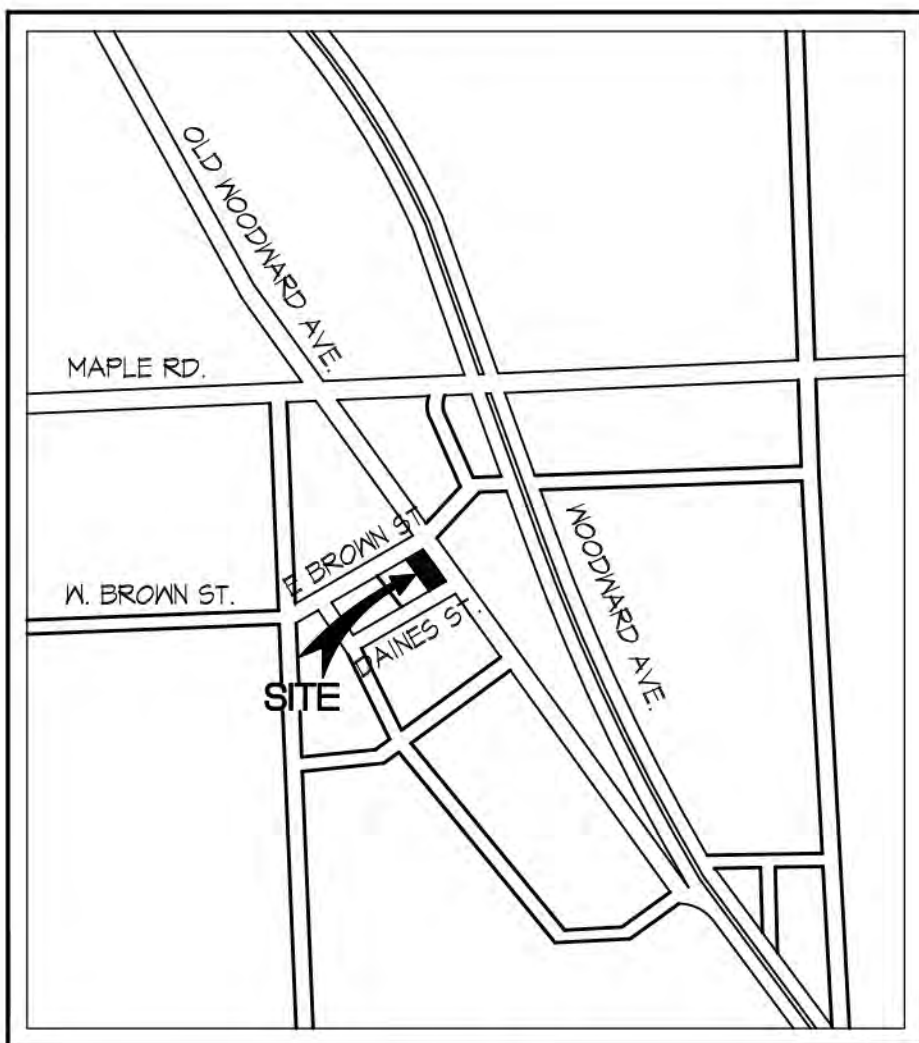
LEGAL DESCRIPTION - COMBINED PARCEL

LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI,
DESCRIBED AS FOLLOWS:

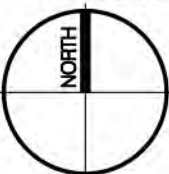
PART OF LOTS 12 AND 13, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS AND PART OF LOTS 14 AND 15, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; ALL BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT S.62°00'00"W. 17.47 FEET FROM THE NORTHEAST CORNER OF SAID LOT 13 OF BROWN'S ADDITION SUBDIVISION; THENCE S.35°35'52"E. 200.00 FEET; THENCE S.62°00'00"W. 101.90 FEET; THENCE N.35°35'52"W. 200.00 FEET; THENCE N.62°00'00"E. 101.90 FEET TO THE POINT OF BEGINNING.

CONTAINING: 20,201.08 SQUARE FEET OR 0.46 ACRES OF LAND

ZONED B4



site location map:
Not To Scale



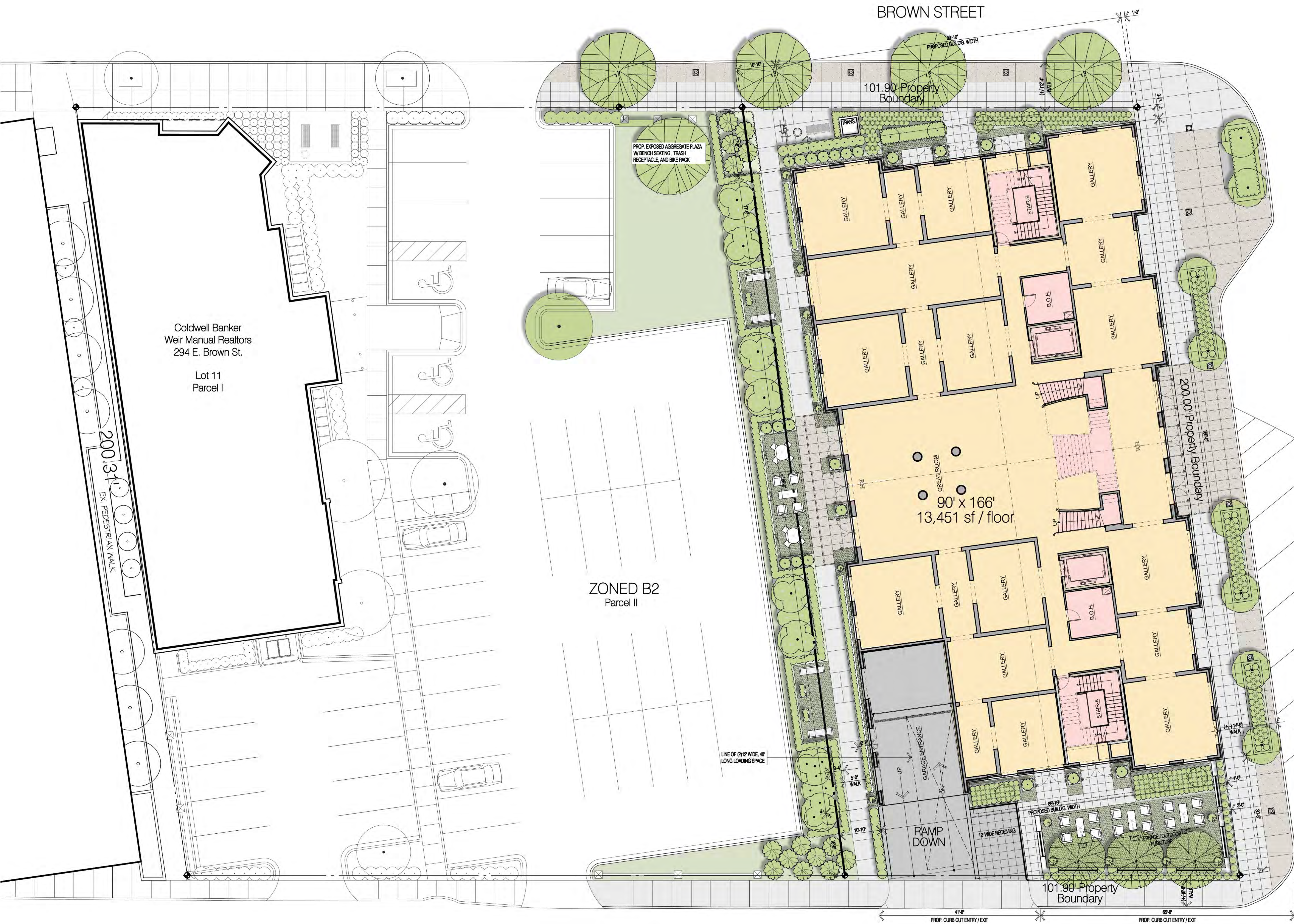
LEGAL DESCRIPTION - SWAP PARCEL 1
LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:
PART OF LOT 12 OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT 5.62°00'00"W, 119.37 FEET FROM THE NORTHEAST CORNER OF LOT 13 OF SAID BROWN'S ADDITION SUBDIVISION; THENCE S.35°35'52"E, 100.00 FEET; THENCE S.62°00'00"W, 30.76 FEET; THENCE N.36°14'00"W, 100.15 FEET; THENCE N.62°00'00"E, 31.88 FEET TO THE POINT OF BEGINNING. CONTAINING: 3,104 SQUARE FEET OR 0.07 ACRES OF LAND

LEGAL DESCRIPTION - SWAP PARCEL 2
LAND SITUATED IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:
PART OF LOT 15 OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; BEING DESCRIBED AS: BEGINNING AT A POINT DISTANT 5.62°00'00"W, 119.37 FEET AND S.35°35'52"E, 100.00 FEET FROM THE NORTHEAST CORNER OF LOT 13 OF BROWN'S ADDITION SUBDIVISION AS RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS; THENCE N.62°00'00"E, 19.24 FEET; THENCE S.35°14'00"E, 100.15 FEET; THENCE S.62°00'00"W, 20.36 FEET; THENCE N.35°35'52"W, 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING: 1,963 SQUARE FEET OR 0.04 ACRES OF LAND

ZONED B3 (Across Old Woodward)

OLD WOODWARD AVENUE

BROWN STREET



ZONED B2
Parcel II

DAINES STREET

ZONED B-2B

BUILDING SQUARE FOOTAGE TOTALS	
FIRST LEVEL:	13,400 SF
SECOND LEVEL:	14,344 SF
THIRD LEVEL:	14,344 SF
FOURTH LEVEL:	7,722 SF
TOTAL:	49,810 SF
LOWER PARKING LEVEL: 15,073 SF (24 PARKING SPACES)	

SAROKI
ARCHITECTURE

430 N. OLD WOODWARD
BIRMINGHAM, MI 48009

P. 248.258.5707
F. 248.258.5515

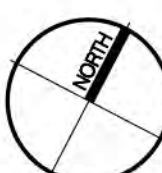
SarokiArchitecture.com

Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: 03-17-2021 **Issued For:** Preliminary Site Plan App.

Sheet No.:

SP01
Architectural Site Plan



Architectural Site Plan
SCALE: 3/32" = 1'-0"

A
B
C
D
E
F
G
H

BROWN STREET

OLD WOODWARD AVENUE

DAINES STREET

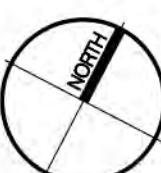
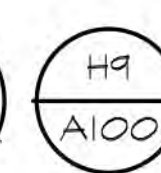
SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
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F. 248.258.5515
SarokiArchitecture.com

Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:
03-16-2021 Preliminary Site Plan App.

Sheet No.:

A100
Lower Parking Level Floor Plan

  **Parking Level Floor Plan**
SCALE: 3/32" = 1'-0"

1 2 3 4 5 6 7 8 9 10

A
B
C
D
E
F
G
H



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430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
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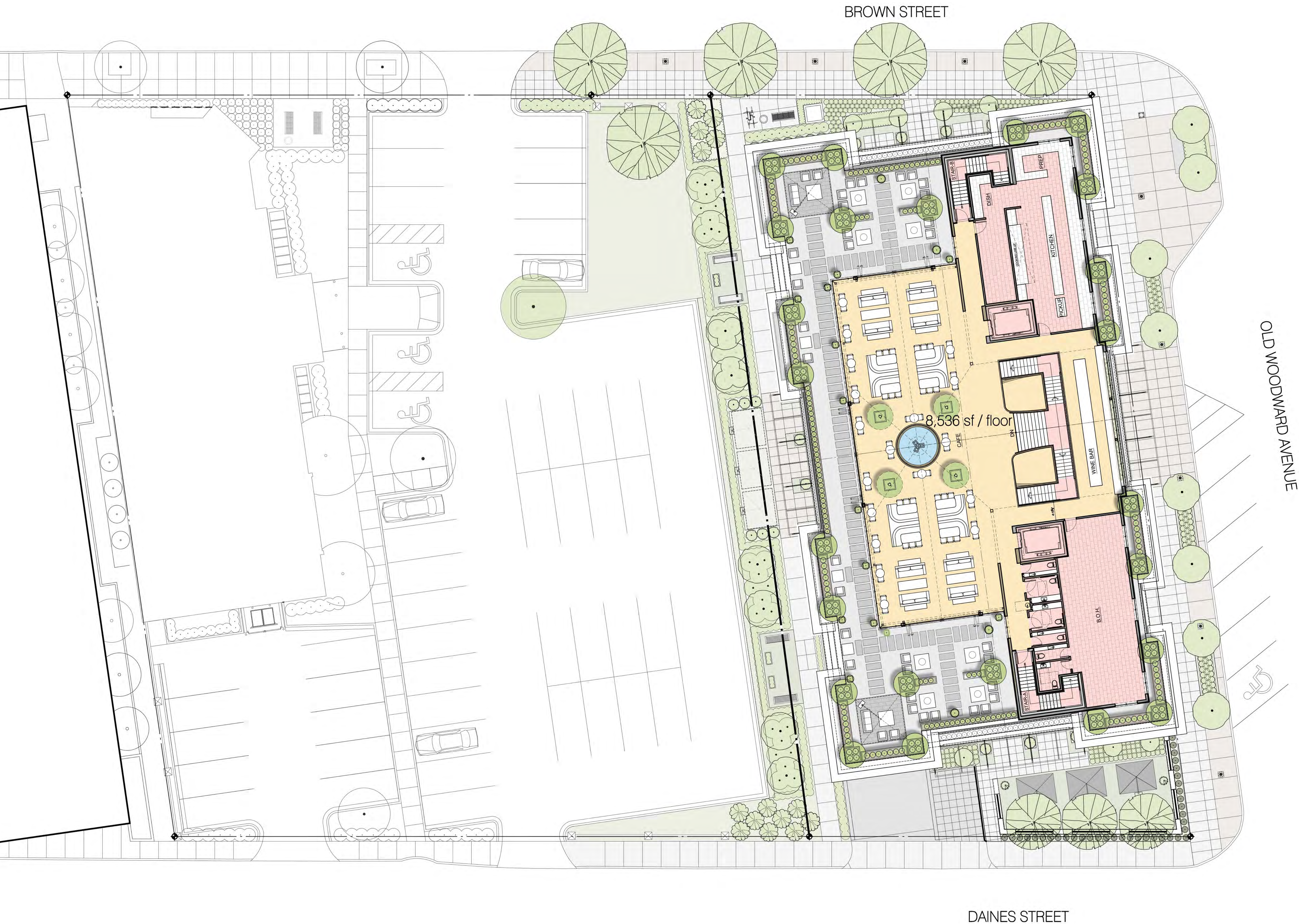
Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:
03-17-2021 Preliminary Site Plan App.

Sheet No.:
A120
Second Level Floor Plan

Second Level Floor Plan
SCALE: 3/32" = 1'-0"

A
B
C
D
E
F
G
H



SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
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Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:
03-17-2021 Preliminary Site Plan App.

Sheet No.:
A140
Fourth Level Floor Plan

Fourth Level Floor Plan
SCALE: 3/32" = 1'-0"

A

B

C

D

E

F

G

H



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ARCHITECTURE
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BIRMINGHAM, MI 48009
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F. 248.258.5515
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Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: 03-17-2021 **Issued For:** Preliminary Site Plan App.

Sheet No.:
A210
EXTERIOR ELEVATION

H9
A210
East Exterior Elevation
SCALE: 1/8" = 1'-0"

1 2 3 4 5 6 7 8 9 10

A

B

C

D

E

F

G

H



SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
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Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:
03-17-2021 Preliminary Site Plan App.

Sheet No.:
A212
EXTERIOR ELEVATION

H9
A212
West Exterior Elevation
SCALE: 1/8" = 1'-0"

1 2 3 4 5 6 7 8 9 10

A

B

C

D

E

F

G

H

1

2

3

4

5

6

7

8

9

10



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ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
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F. 248.258.5515
SarokiArchitecture.com

Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: 03-17-2021 **Issued For:** Preliminary Site Plan App.

Sheet No.:
A214
EXTERIOR ELEVATION

H9 North Exterior Elevation
A214 SCALE: 1/8" = 1'-0"

A

B

C

D

E

F

G

H

1

2

3

4

5

6

7

8

9

10



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430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: 03-17-2021 **Issued For:** Preliminary Site Plan App.

Sheet No.:
A216
EXTERIOR ELEVATION

H9
A216
South Exterior Elevation
SCALE: 1/8" = 1'-0"



A
B
C
D
E
F
G
H

1 2 3 4 5 6 7 8 9 10

H9
A218
StreetView Elevation
SCALE: 1/16" = 1'-0"

SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: Issued For:
02-17-2021 Preliminary Site Plan App.

Sheet No.:
A218
EXTERIOR ELEVATION

A

B

C

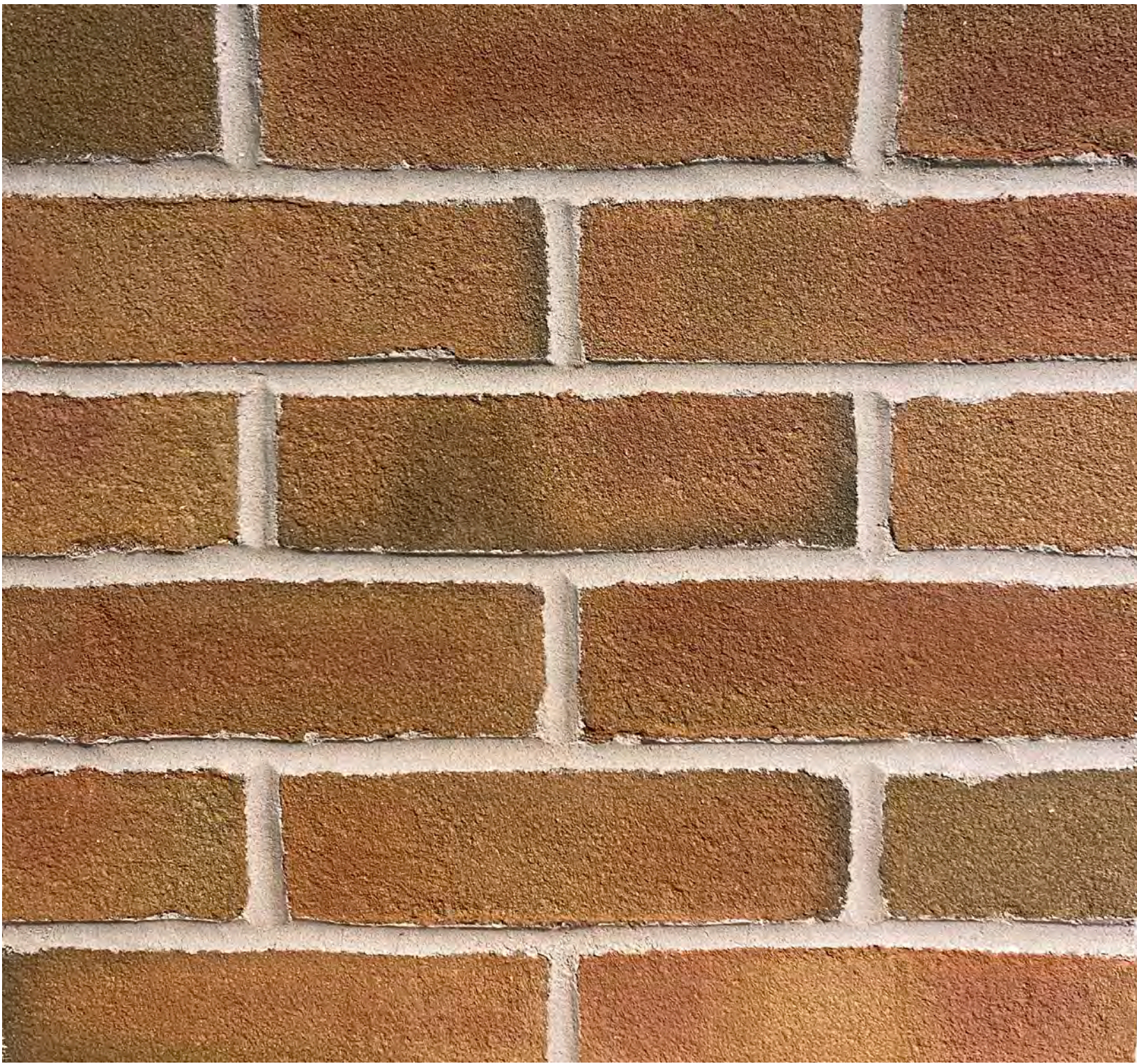
D

E

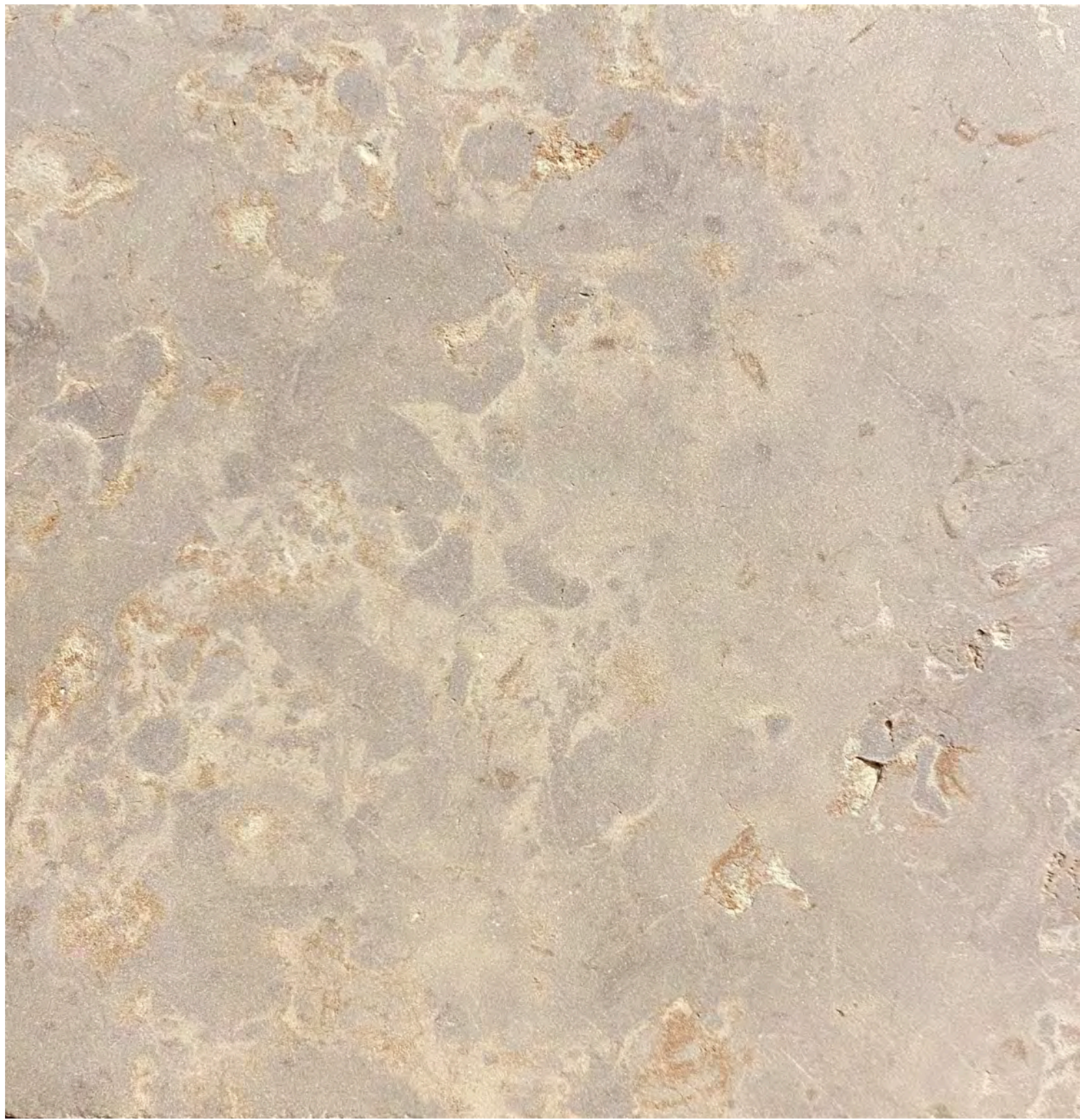
F

G

H



Architectural Brick
Norman Brick Type (3" x 12")



Mankato Limestone



Hope's Steel Windows & Doors



Exterior Light Fixtures & Steel Canopies



Steel and Glass Rooftop Restaurant

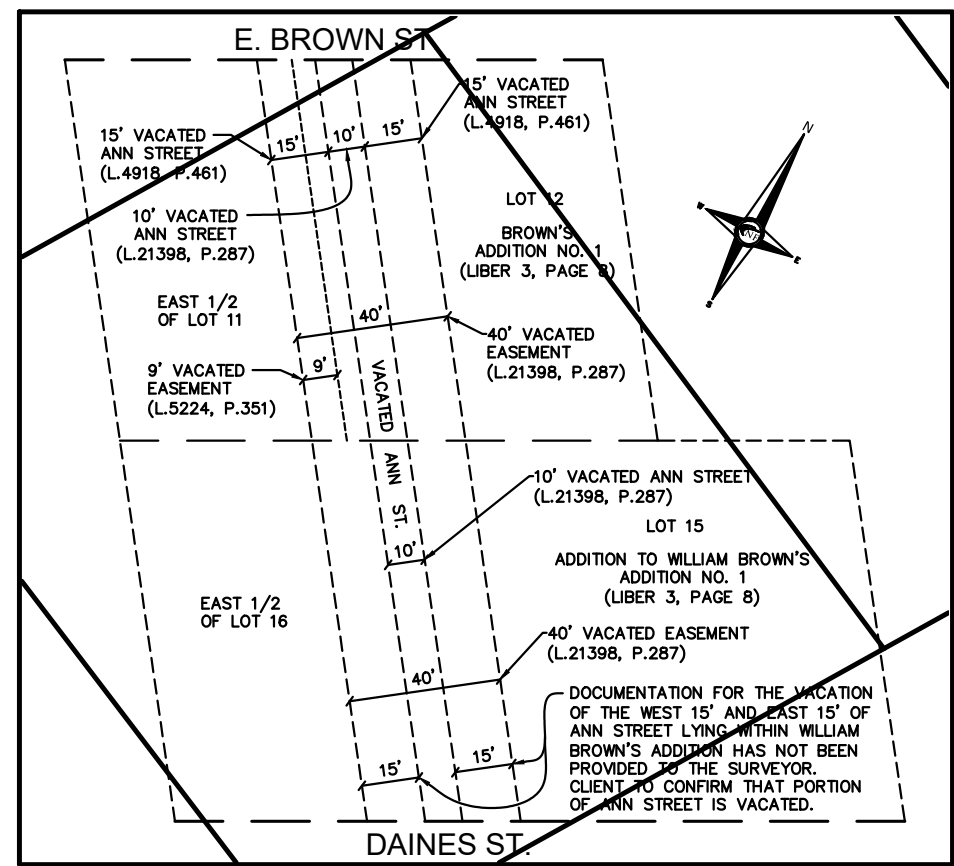
SAROKI
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F. 248.258.5515
SarokiArchitecture.com

Project:
RH / Mixed-Use
300 S Old Woodward
Birmingham, MI 48009

Date: 02-22-2021 Issued For: CONCEPT REVIEW

Sheet No.:
A900
Exterior Materials





ANN STREET SKETCH

1" = 50'

FLOOD HAZARD NOTE

THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE PROPERTY LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 28125C0537P BEARING AN EFFECTIVE DATE OF 09-29-2006.

MISS DIG / UTILITY DISCLAIMER NOTE

A MISS DIG TICKET NUMBER A033240501, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY. DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON DECEMBER 29, 2020. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE UTILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.

UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.

ALTA SURVEY NOTES

THERE IS NO VISIBLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

THERE IS NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AND THERE IS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIR.

THERE IS NO VISIBLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

THERE IS NO VISIBLE EVIDENCE OF ANY WETLAND AREAS.

LOCATION OF UTILITIES EXISTING ON OR SERVING THE PROPERTY AS DETERMINED BY OBSERVED EVIDENCE OR BY PLANS REQUESTED BY THE SURVEYOR AND OBTAINED FROM UTILITY COMPANIES.

THE SUBJECT PROPERTY HAS ACCESS TO S. OLD WOODWARD AVENUE, E. BROWN STREET AND DAINES STREET, ALL BEING A PUBLICLY DEDICATED ROAD.

BASIS OF BEARING NOTE

ALL BEARINGS ARE IN RELATION TO THE PREVIOUSLY ESTABLISHED SOUTH RIGHT-OF-WAY LINE OF STREET (60' WIDE) (NOW KNOWN AS BROWN STREET) OF BROWN'S ADDITION AS RECORDED IN LIBER 3 OF PLATS, PAGE 8, OAKLAND COUNTY RECORDS. (N.62.2.)

DATUM NOTE

ALL ELEVATIONS SHOWN HEREON ARE ON THE CITY OF BIRMINGHAM'S VERTICAL DATUM, REFERENCED HEREON, IS ONE (1.00) FOOT HIGHER THAN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88).

SURVEY DATA

SITE AREA:
PARCEL I: 13,818.22 SQUARE FEET OR 0.317 ACRES
PARCEL II: 18,892.08 SQUARE FEET OR 0.433 ACRES
PARCEL 2: 13,204.93 SQUARE FEET OR 0.303 ACRES
PARCEL 3: 8,157.75 SQUARE FEET OR 0.187 ACRES
TOTAL: 54,052.96 SQUARE FEET OR 1.24 ACRES

ZONED:
B2, GENERAL BUSINESS DISTRICT

PARKING SPACES:

PARCEL I: 9 REGULAR SPACES
PARCEL II: 46 REGULAR SPACES AND 3 BARRIER-FREE SPACES
PARCEL 2: 20 REGULAR SPACES AND 1 BARRIER-FREE SPACE
PARCEL 3: NO ON-SITE PARKING SPACES

A SURVEYOR CANNOT MAKE A CERTIFICATION ON THE BASIS OF AN INTERPRETATION OR OPINION OF ANOTHER PARTY. A ZONING ENDORSEMENT LETTER SHOULD BE OBTAINED FROM THE CITY OF BIRMINGHAM TO INSURE CONFORMITY AS WELL AS MAKE A FINAL DETERMINATION OF THE REQUIRED BUILDING SETBACK REQUIREMENTS.

DTE DISCLAIMER NOTE

PLEASE NOTE THAT DTE HAS NEW REGULATIONS THAT MAY IMPACT DEVELOPMENT OUTSIDE THEIR EASEMENT OR THE PUBLIC RIGHT OF WAY. CLIENT SHALL CONTACT DTE TO DETERMINE THE "NEW STRUCTURES AND POWER LINE" REQUIREMENTS AS THEY MAY APPLY TO ANY FUTURE BUILDING OR RENOVATION OF A STRUCTURE. DTE ENERGY CAN BE CONTACTED AT 800-477-4747

LEGAL DESCRIPTION - PARCEL 2 (PER TITLE COMMITMENT)

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

THE EASTERLY 50 FEET OF LOT 12, AND THE WESTERLY PART OF LOT 13, MEASURING 82.45 FEET ON THE NORTH LOT LINE AND 82.48 FEET ON THE SOUTH LOT LINE OF BROWN'S ADDITION SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS.

ADDRESS: 300 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-006

TITLE REPORT NOTES - PARCEL 2

REFERENCE FIRST AMERICAN TITLE INSURANCE COMPANY FILE NUMBER: 910055, COMMITMENT DATE: DECEMBER 21, 2020, REVISION B.

SCHEDULE B, PART II, EXCEPTIONS:

- EXCEPTIONS: 1, 4, 5, 6, 7, 8, 10, 11, 14 AND 15 REFER TO THE OWNERSHIP OF THE PROPERTY AND/OR ARE NOT PLOTTABLE.
- ANY FACTS, RIGHTS, INTERESTS OR CLAIMS NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF OF THE LAND.
- EASEMENTS, ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
- TERMS AND CONDITIONS CONTAINED IN RESOLUTION AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 8715, PAGE 137. (NO EASEMENTS OR RESTRICTIONS WITHIN SAID DOCUMENT, NOT PLOTTED)
- INTEREST, IF ANY, OF THE UNITED STATES, STATE OF MICHIGAN, OR ANY POLITICAL SUBDIVISION THEREOF, IN THE OIL, GAS AND MINERALS IN AND UNDER THAT MAY BE PRODUCED FROM THE CAPTIONED LAND.
- RIGHTS OF TENANTS, IF ANY, UNDER ANY UNRECORDED LEASES.

LEGAL DESCRIPTION - PARCEL 3 (PER TITLE COMMITMENT)

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

LOT(S) 14, EXCEPT THAT PART TAKEN FOR WIDENING WOODWARD AVENUE OF ADDITION TO WILLIAM BROWN'S ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS.

ADDRESS: 394 S. OLD WOODWARD AVENUE, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-014

TITLE REPORT NOTES - PARCEL 3

REFERENCE FIRST AMERICAN TITLE INSURANCE COMPANY FILE NUMBER: 910145, COMMITMENT DATE: DECEMBER 21, 2020, REVISION: A.

SCHEDULE B, PART II, EXCEPTIONS:

- EXCEPTIONS: 1, 4, 5, 6, 7, 8, 10, 13 AND 14 REFER TO THE OWNERSHIP OF THE PROPERTY AND/OR ARE NOT PLOTTABLE.
- ANY FACTS, RIGHTS, INTERESTS OR CLAIMS NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF OF THE LAND.
- EASEMENTS, ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
- TERMS AND CONDITIONS CONTAINED IN RESOLUTION AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 8715, PAGE 137. (NO EASEMENTS OR RESTRICTIONS WITHIN SAID DOCUMENT, NOT PLOTTED)
- INTEREST, IF ANY, OF THE UNITED STATES, STATE OF MICHIGAN, OR ANY POLITICAL SUBDIVISION THEREOF, IN THE OIL, GAS AND MINERALS IN AND UNDER THAT MAY BE PRODUCED FROM THE CAPTIONED LAND.
- RIGHTS OF TENANTS, IF ANY, UNDER ANY UNRECORDED LEASES.

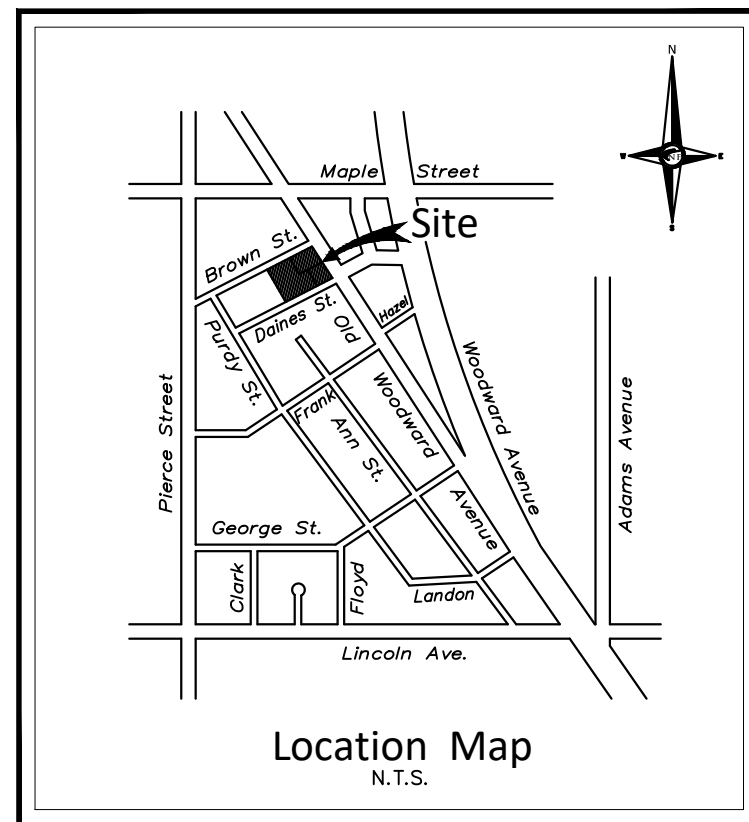
CERTIFICATE OF SURVEY

CERTIFIED TO:

-PURCHASER'S ASSIGNEE
-TROTTER PROPERTIES 294, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AS TO PARCEL 1
-BRB EQUITIES, L.L.C., AS TO PARCEL 2
-FRANK T. KONJAREVICH OR LOIS H. KONJAREVICH (OR SUCCESSOR TRUSTEES) AS THE TRUSTEE FOR THE FRANK T. KONJAREVICH REVOCABLE LIVING TRUST DATED MAY 22, 1995, AS TO PARCEL 3
-FIRST AMERICAN TITLE INSURANCE COMPANY AND EACH OF THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1, 2, 3, 4, 6(a), 7(c), 7(b)(1), 7(c), 8, 9, 11, 12, 14, 16, 17, 18 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 16, 2020.

Kevin Navaroli
KEVIN NAVAROLI, P.S. NO. 4001053503 DATE 1-24-2021



LEGAL DESCRIPTION - PARCELS I & II (PER TITLE COMMITMENT)

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PARCEL I: THE WEST 1/2 OF LOT(S) 11 OF BROWN'S ADDITION TO THE CITY OF BIRMINGHAM AND THE EAST 1/2 OF LOT 16 OF BROWN'S ADDITION NO. 1, IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, INCLUDING THE VACATED WEST 20 FEET OF ANN STREET ADJOINING LOT 11 AND THE VACATED WEST 19 FEET OF ANN STREET ADJOINING LOT 16.

PARCEL II: THE WEST 1/2 OF LOT(S) 12 OF BROWN'S ADDITION TO THE VILLAGE (NOW CITY) OF BIRMINGHAM, OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, TOWNSHIP OF BLOOMFIELD (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, ALSO LOT 15, ADDITION TO WILLIAM BROWN'S ADDITION NO. 1, BEING A PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 3 OF PLATS, PAGE 8 OF OAKLAND COUNTY RECORDS, INCLUDING VACATED 20 FEET OF ANN STREET, ADJOINING THE WESTERLY SIDE OF LOT 12 AND VACATED 21 FEET OF ANN STREET ADJOINING THE WESTERLY SIDE OF LOT 15.

ADDRESS: 294 E. BROWN STREET, BIRMINGHAM, MI 48009

TAX ID NUMBER: 19-36-204-021

TITLE REPORT NOTES - PARCELS I & II

REFERENCE FIRST AMERICAN TITLE INSURANCE COMPANY FILE NUMBER: 915853, COMMITMENT DATE: DECEMBER 8, 2020.

SCHEDULE B, PART II, EXCEPTIONS:

- EXCEPTIONS: 1, 4, 5, 6, 7, 8 AND 16 REFER TO THE OWNERSHIP OF THE PROPERTY AND/OR ARE NOT PLOTTABLE.
- ANY FACTS, RIGHTS, INTERESTS OR CLAIMS NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF OF THE LAND.
- EASEMENTS, ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
- TERMS AND CONDITIONS CONTAINED IN RESOLUTION AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 8715, PAGE 137. (NO EASEMENTS OR RESTRICTIONS WITHIN SAID DOCUMENT, NOT PLOTTED)
- INTEREST, IF ANY, OF THE UNITED STATES, STATE OF MICHIGAN, OR ANY POLITICAL SUBDIVISION THEREOF, IN THE OIL, GAS AND MINERALS IN AND UNDER THAT MAY BE PRODUCED FROM THE CAPTIONED LAND.
- RIGHTS OF TENANTS, IF ANY, UNDER ANY UNRECORDED LEASES.

NOTE: DOCUMENT FOR THE VACATION OF THE WEST 15 FEET AND EAST 15 FEET OF ANN STREET LYING WITHIN WILLIAMS BROWN'S ADDITION HAS NOT BEEN PROVIDED TO THE SURVEYOR. CLIENT TO CONFIRM THAT PORTION OF ANN STREET IS VACATED.

LEGEND

MANHOLE(MH)	EXISTING SANITARY SEWER
CO	EXISTING SANITARY CLEAN OUT
HYDRANT(HYD)	EXISTING WATER MAIN
GATE VALVE(GVW)	EXISTING STORM SEWER
MANHOLE(MH)	CATCH BASIN(CB)
CB	EX. BEEHIVE CATCH BASIN
UTILITY POLE	EX. UNDERGROUND (UG) CABLE
GUY POLE	OVERHEAD (OH) LINES
LP	LIGHT POLE
↑	SIGN
ASPH.	EXISTING GAS MAIN
CONC.	ASPHALT
FD. / FND.	FOUND
RET. WALL	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
SPK	SET PK NAIL
(TYP)	TYPICAL
(R)	RECORDED
(M)	MEASURED
C/L	CENTERLINE
P/L	PROPERTY LINE
GAS METER	GAS METER
EM	ELECTRIC METER
PM	PARKING METER
AC	AIR CONDITIONING UNIT
LS	LANDSCAPE



NOWAK & FRAUS 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.NOWAKFRAUS.COM

SEAL

PROJECT

294 E. Brown St. and
300 & 394
S. Old Woodward Ave.
Birmingham, MI 48009

CLIENT

Saroki Architecture
430 N. Old Woodward Ave.
Birmingham, MI 48009

Contact: Victor Saroki
Phone: 248.258.5707

PROJECT LOCATION

Part of the NE 1/4
of Section 36,
T.2N., R.10E.,
City of Birmingham,
Oakland County, Michigan

SHEET

ALTA/NSPS Land Title /
Topographic Survey



DATE ISSUED/REVISED
00-00-00

DRAWN BY:

M. Carnaghi

DESIGNED BY:

APPROVED BY:

K. Navaroli

DATE:

February 24, 2021

SCALE: 1" = 20'

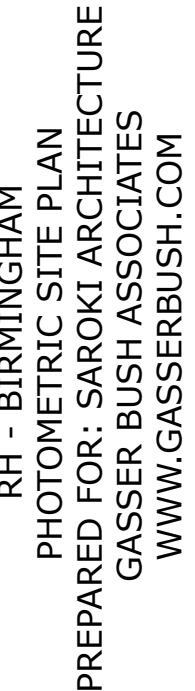
20 10 0 10 20 30

NFE JOB NO.

M106

SHEET NO.

SP-1



Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
OVERALL	+	0.5 fc	9.1 fc	0.0 fc	N/A	N/A	0.1:1













MEMORANDUM

Office of the City Manager

DATE: April 26, 2021

TO: Thomas M. Markus, City Manager

FROM: Marianne Gamboa, Communications Director
Eric Brunk, Information Technology Manager

SUBJECT: City Website Redesign & Hosting Services Bid Award

The City's current website has existed in its present format since 2013, with minor upgrades and a design refresh occurring over the years. The City website is host to a large amount of information and is heavily visited, averaging approximately 500-600 visitors per day from people looking for information about Birmingham. It is one of the major points of contact the City has with the public on a day to day basis and serves as the 24/7/365 version of City Hall for many residents and businesses. The website is also one of the first points of contact for prospective residents, businesses, and visitors and helps to serve as the online "face" of our community.

In the years since 2013, there have also been upgrades to the technologies available for websites which make them more interactive and user friendly. In an effort to make use of current and emerging technologies and design standards, and specifically make the website more user friendly, the City developed a Request for Proposals (RFP) for website redesign and hosting services.

The RFP process included an optional bid item for converting existing online Wufoo forms and payments in-house. Having an in-house form builder tool will streamline online forms and payments, and offer advanced data capturing capabilities with forms that are visually appealing and more user friendly.

The RFP was issued through the Michigan Intergovernmental Trade Network (MITN) and a total of fifteen (15) proposals, ranging in total cost from \$32,000 to \$230,152, were received and evaluated by staff. Firms that submitted proposals are listed below with total costs, including the optional bid item.

<u>Firm</u>	<u>Cost</u>
The Horus Group	\$32,000
Revize LLC	\$33,850
eCuras, LLC	\$33,959
Insight Marketing Design	\$36,750
Cyfuture Inc.	\$37,200
Courtland Consulting	\$41,850
Epic Media Incorporated	\$56,620
Planeteria Media LLC	\$58,450

PreludeSYS	\$59,460
Media Genesis, Inc.	\$65,100
Suite 104 Productions	\$66,098
JesseJames Creative	\$72,350
eWay Corp	\$72,400
Hudson Collective	\$91,500
V2Soft, Inc.	\$230,152

Proposals were evaluated based upon the ability of the firms to provide the services requested, related experience, and overall costs to the City. Following the initial review, five (5) firms were invited to make presentations to City staff to assist in the evaluation of proposals.

Following the review process, staff reached a consensus as to which firm was best able to meet the requirements of the project and recommends approval of an agreement for the City's existing website provider, Revize LLC. Revize is based in Troy, Michigan and has more than 1,800 government clients nationwide. Some of their existing clients include the City of Troy, City of Auburn Hills, City of Dexter, Arcadia California, Des Moines Iowa, Gatlinburg Tennessee, Myrtle Beach South Carolina, Largo Florida and hundreds more. They are leaders in government websites and have an excellent understanding of municipal needs and functionality requirements.

City staff members were impressed with new and enhanced features Revize now offers that will significantly improve the City's website. New features include: the ability to access minutes, agendas and meeting footage all in one place, a parks reservation app, enhanced calendar featuring an image and google map for each event, enhanced Citizen Request form, and a curated search which enables site users to quickly and easily find what they are looking for. In addition, Revize has provided a Service Level Agreement outlining their improved communication and support response plan to ensure a high level of service throughout the duration of the contract.

It is recommended that the City Commission approve an agreement with Revize LLC for website redesign and hosting services in amount not to exceed \$33,850.00. Funding for this project has been budgeted in account #636-228.000-933.0700.

A representative from Revize LLC will be present at the City Commission meeting on May 10, 2021 to answer any questions from the City Commission.

SUGGESTED RESOLUTION

To approve an agreement with Revize LLC for website design services in the amount not to exceed \$33,850.00 from account #636-228.000-933.0700. Further to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

AGREEMENT
For City of Birmingham Website Redesign & Hosting

This AGREEMENT, made this 23rd day of April, 2021, by and between **CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and **REVIZE LLC, INC.**, having its principal office at 150 Kirts Blvd. Troy, MI 48084 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through the Office of the City Manager, is desirous of having work completed to provide professional website design and hosting services for the City.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to provide professional website design and hosting services, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide professional website design and hosting services.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal (Exhibit A) to provide professional website design and hosting services and the Contractor's cost proposal dated March 16, 2021 (Exhibit B) shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed Thirty-three Thousand Eight Hundred Fifty Dollars (\$33,850.00), as set forth in the Contractor's March 16, 2021 cost proposal.

3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposal.

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

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

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

7. This Agreement shall be governed by performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or

marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

A. Workers' Compensation Insurance:

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

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

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including

employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.
- G. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 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;
 - 5) If so requested, certified copies of all policies mentioned above will be furnished.
- I. 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 of Birmingham at least (10) days prior to the expiration date.
- J. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the

cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. 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 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 and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. 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.

15. 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.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Marianne Gamboa
151 Martin Street
Birmingham, MI 48009
248.530.1812
mgamboa@bhamgov.org

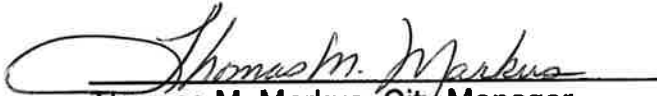
Revize LLC
Attn: Thomas Jean
150 Kirts Blvd.
Troy, MI 48084
248.269.9263
thomas.jean@revize.com


CITY OF BIRMINGHAM


By: _____
Pierre Boutros
Its: Mayor


By: _____
Alexandria D. Bingham
Its: City Clerk

Approved:


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


Marianne Gamboa
Communications Director
(Approved as to substance)


Mark Gerber, Director of Finance
(Approved as to financial obligation)


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



REQUEST FOR PROPOSALS **For City of Birmingham Website Redesign & Hosting**

Sealed proposals endorsed **“WEBSITE REDESIGN & HOSTING”**, will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48012; until 2:00 p.m. on Tuesday, March 16, 2021 after which time bids will be publicly opened and read during a virtual zoom meeting. Join the zoom meeting via this link: <https://zoom.us/j/94346861217>, Meeting ID: 943 4686 1217.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide professional website design and hosting services. 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, 151 Martin St., Birmingham, Michigan, ATTENTION: Marianne Gamboa, Communications Director.

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: February 23, 2021

Deadline for Submissions: 2:00 p.m. on Tuesday, March 16, 2021

Contact Person: Marianne Gamboa, Communications Director
P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012-3001
Phone: 248.530.1812
Email: mgamboa@bhamgov.org



REQUEST FOR PROPOSALS For City of Birmingham Website Redesign & Hosting

Contents

INTRODUCTION	3
REQUEST FOR PROPOSALS (RFP)	3
INVITATION TO SUBMIT A PROPOSAL	3
INSTRUCTIONS TO BIDDERS	4
EVALUATION PROCEDURE AND CRITERIA.....	5
TERMS AND CONDITIONS	5
CONTRACTOR’S RESPONSIBILITIES.....	6
CITY RESPONSIBILITY	7
SETTLEMENT OF DISPUTES	7
INSURANCE.....	7
CONTINUATION OF COVERAGE	7
EXECUTION OF CONTRACT	7
INDEMNIFICATION.....	8
CONFLICT OF INTEREST	8
EXAMINATION OF PROPOSAL MATERIALS.....	8
PROJECT TIMELINE.....	8
SCOPE OF WORK.....	9
ATTACHMENT A - AGREEMENT	13
ATTACHMENT B - BIDDER’S AGREEMENT	20
ATTACHMENT C - COST PROPOSAL	21
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM	22

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 firms to provide professional website design and hosting services. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by April 26, 2021, pending confirmation by the City Commission on May 10, 2021. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the 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 provide professional website design and hosting services.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m. on Tuesday, March 16, 2021 to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) electronic copy, in PDF format, of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"WEBSITE REDESIGN & HOSTING"**. 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.

Collaborative bids submitted by teams comprised of firms specializing in graphic design and firms specializing in website technologies are encouraged. The City desires a well-constructed and user-friendly design which is representative of the City.

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: Marianne Gamboa, Communications Director, 151 Martin St., Birmingham, MI 48009 or mgamboa@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. Overall Costs.
4. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems 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. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
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.

- a. For website design services, the following payment schedule shall be in effect:
 - i. The Contractor shall issue to the City an invoice in an amount equal to twenty-five percent (25%) of the total project amount upon execution of the agreement by both parties.
 - ii. The Contractor shall issue to the City an invoice in an amount equal to twenty-five percent (25%) of the total project amount at the time the website design and site map are approved by the City.
 - iii. The Contractor shall issue to the City an invoice in an amount equal to twenty-five percent (25%) of the total project amount at the time the website is launched internally to City website to administrators and content creators and training is completed.
 - iv. The Contractor shall issue to the City an invoice in an amount equal to twenty-five percent (25%) of the total project amount at the conclusion of the project close-out meeting and the satisfactory resolution of any outstanding project items as identified in the meeting.
 - b. For support and hosting services, invoices are to be rendered quarterly 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. 22)
 - d. Agreement (p. 14 – **only if selected by the City**).
2. Provide the company's background, and a description of the firm, including resumes and professional qualifications of the principals involved in administering the project. *Do not include the resumes and professional qualifications for individuals who will not be assigned to this project.*
 - a. Provide a list of the staff members who will be assigned to this project, including names, titles, phone number, email address, and role for this project.
 - b. Any changes in the staff members assigned to this project shall be communicated to the City, in writing.

3. 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.
4. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
5. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include name of contact, title, and current phone number. At least two (2) of the client references should be for projects of a similar size and scope for a municipal client.

CITY RESPONSIBILITY

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.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

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

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, 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 13 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 14 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 a small number of firms will be invited to make short presentations to a panel of City staff members in order to assist in the selection of a recommended firm. These presentations are tentatively scheduled to take place during the week of April 12, 2021.

It is anticipated the selection of a firm will be completed by April 26, 2021, pending confirmation by the City Commission on May 10, 2021. A kick-off meeting will be held within two (2) weeks after May 10, 2021. The project is expected to be completed approximately ninety (90) days following the selection of a final design by the City. The project timeline shall include a minimum of two (2) weeks for City staff to update page content prior to the official launch date of the website. The approximate timeline for the project is as follows, though the City will consider alterations to this schedule which result in a higher quality final product for users.

- Project kick-off meeting (mid-May)
- Design & site map review meeting (3 weeks after kick-off meeting – early June)
- Present final design site map to City for review and approval (5 weeks after kick-off meeting – mid-late June)
- Launch website internally to City website administrators and content creators and begin training (approximately 10 weeks after kick-off meeting – late July)
- Public presentation of new website to Birmingham City Commission (September-October)

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The work to be performed includes all elements necessary to launch a new website for the City of Birmingham, including but not limited to design, migration of information and data, content management system training of City staff, and completing the launch of the new website design. The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. Website Design

- a. The new website shall maintain the www.bhamgov.org address.
- b. The new website shall be intuitive for residents and users to find and navigate, with improved search engine optimization.
- c. Two or three design concepts shall be presented to the City. The design shall be developed through a cooperative effort between the Contractor and the City's designated representative(s) and shall be original in nature and consistent with the City's existing branding.
- d. The site navigation shall use modern tools/techniques to help guide visitors to their desired information. Website navigation will be user-friendly and visually appealing.
- e. No advertisements, or pay for placement graphics, icons, or other elements shall be permitted on the website.
- f. The website design shall be in compliance with the Americans with Disabilities Act (ADA). Information about the Act and applicable standards is available at www.ada.gov.
- g. The website shall be based upon an HTML5. If an HTML5 platform is not currently available, the Contractor's proposal shall include a statement on the timeline for the availability of such a platform and a detailed summary of upgrade costs, if any.
- h. The website design shall be fully functional on mobile devices via a responsive or mobile-enabled format.
- i. The website shall feature a translation feature such as Google Translate, or a similar product, in order to provide website content to non-English users.
- j. The design shall effectively integrate the City's existing social media sites and be able to easily accommodate future social media elements. The City currently utilizes the following social media platforms:
 - i. Facebook
 - ii. Twitter
 - iii. Instagram
 - iv. Potential Future Social Media may include Pinterest, WordPress Blogs, among others.
- k. The design shall include a fully searchable site, including the calendar of events which may be easily updated using the content management system. The calendar of meetings and events will have exporting capabilities for Gmail, Outlook, etc. so that residents can subscribe to it. Events should be updated in one place and have the ability to show in multiple calendars and places.

- l. The design shall include a news feed or alert box feature which may be easily updated using the content management system.
- m. The design shall include a subscription-based e-mail notification system which may be easily updated using the content management system. Subscribers receive an email or text when a webpage has been updated, along with a custom message. Subscriber lists shall be easily exportable into Microsoft Excel.
- n. The design shall include the ability to create online polls and surveys, including the ability to download resulting data into Microsoft Excel for analysis.
- o. The website should have functionality for built-in apps such as GIS Online, See Click Fix, Cartegraph, etc.
- p. The design shall include a fully searchable central document repository with the ability to create an unlimited number of folders and the ability to link to documents throughout the website.
- q. PDF documents no longer linked on the website shall not be accessible via the website's search feature.
- r. The design shall include a feature which allows users to send an e-mail and images to the City. This feature shall have the ability to route such e-mails, based upon category, to a designated individual within the organization. The City shall have the ability to edit categories and designated individuals via the content management system.
- s. Multimedia Elements
 - i. The design shall prominently feature high quality videos and images which may be edited using the content management system to adjust image size, opacity, and rotation.
 - ii. The design shall include the ability to embed video and other media elements, including live-streaming applications, using third-party platforms including, but not limited to, YouTube and Vimeo.
 - iii. The design shall include a central image repository and the ability to create separate image galleries which may be associated with specific events or departments.
 - 1. The City shall provide high resolution images for use in establishing the initial central image repository.
 - iv. The Contractor shall provide to the City a specification chart which includes sizing information for all images and file size limitations for documents, videos, and other media.
 - v. During the time in which the City utilizes the Contractor for website hosting and support, the Contractor shall provide upgrades to the website infrastructure and content management system in order to improve upon functionality at no additional charge. Upgrades mean both newer advanced versions of software generally offered to new clients and minor updates to existing software. Upgrades are understood to be software improvements that are available from the Contractor to its customers generally, whether for the purpose of fixing an error, bug or other issue in the software or for enhancing

the functionality of the Software. The Contractor shall automatically furnish the most advanced currently offered available software that should be expected to be most beneficial to the City.

2. Content Management System

- a. The City shall have the ability to manage all content published on the website via the content management system.
 - b. The content management system must utilize a proven web application platform which is accessible via the Microsoft Edge, Google Chrome and Safari browsers. Accessibility via other browsers is optional.
 - c. All content created using the content management system shall be able to be published via a delayed posting feature, or saved on a backend page that is not published. The City shall have the ability to create automatic expiration dates and times for content created within the content management system.
 - d. The content management system shall include a spell check feature.
 - e. The content management system shall include unlimited editors, and the ability to assign both administrator and content creator roles, including the ability to require administrator approval of content created by non-administrators.
 - f. Creation of a user manual for website editors.
 - g. Detailed analytics reporting.
 - h. Website administrators shall have the ability to create friendly (short) URLs.
 - i. Content Management System Training
 - i. All proposals shall include a statement regarding the number of hours of training provided, for both website administrators and content creators, as part of the launch of the content management system to City staff. Training provided should be sufficient for staff to manage the daily creation of website content without the assistance of the Contractor.
 - ii. The Contractor shall provide the City with one (1) hard copy and one (1) electronic copy of a training manual for the content management system to allow for in-house training of new website content creators and administrators.
3. The contractor shall provide six (6) years of support and hosting for the website, including access to e-mail or phone support during normal business hours and live emergency support services via telephone at all times. Additional pricing shall be provided for two (2) renewal periods of three (3) years each.
4. Website Hosting & Security
- a. The Contractor shall provide a dedicated hosting facility optimized for website hosting and administration. The hosting facility shall be equipped with redundant power sources and an automatic transfer switch to maintain accessibility in the event of a power failure.

- b. All proposals submitted in response to the Request for Proposals shall include a statement regarding the practices of the firm with respect to security at hosting facilities and website security in general.
- c. The website hosting and security statement must include a statement regarding the minimum standard of up time for the website. The statement must include a listing of incidents occurring over the previous eighteen (18) months which resulted in website downtime greater than 60 minutes for any client, including the cause of the downtime (i.e. power outage, hacking, etc.) and length of downtime in each incident.

5. Schedule of Meetings

- a. The Contractor shall schedule a kick-off meeting with the designated City staff member(s) in order to review the timeline of the project, highlight industry best practices which will be incorporated into the new website design, and to review the integration of any third-party platforms currently used by the City which are to be integrated into the new website design. The Contractor and City shall also discuss overall design elements, including a site map, to be incorporated into the new website design.
- b. The Contractor shall schedule a meeting with the designated City staff member(s) within three (3) weeks of the kick-off meeting to present a minimum of two (2) proposed website designs for the City's review and approval. The Contractor shall also present a draft site map to the City for review and approval.
- c. Prior to the launch of the new website design, the Contractor shall attend a meeting of the Birmingham City Commission to present the final design, provide a demonstration of the new design and available features, and answer any questions from the City Commissioners or members of the public in attendance.
- d. A website redesign project close-out meeting shall be held approximately two (2) weeks after the launch of the new website in order for the Contractor and City to review any outstanding project items and to discuss any corrective actions which may be required.

- 6. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
- 7. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

Required Documents for City of Birmingham, MI Website RFP

ATTACHMENT B - BIDDER'S AGREEMENT

For City of Birmingham Website Redesign & Hosting

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.

Thomas Jean
PREPARED BY
(Print Name)
Project Manager

3/16/2021

DATE

TITLE

3/16/2021

DATE


AUTHORIZED SIGNATURE

thomas.jean@revize.com

E-MAIL ADDRESS

Revize Government Websites
COMPANY

150 Kirts Blvd. Troy MI 48084
ADDRESS

248-269-9263 Ext.8035
PHONE

Revize LLC.
NAME OF PARENT COMPANY

248-269-9263
PHONE

150 Kirts Blvd. Troy MI 48084
ADDRESS



The Government Website Experts

3/16/2021

ATTACHMENT C - COST PROPOSAL
For City of Birmingham Website Redesign & Hosting

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:

COST PROPOSAL	
ITEM	BID AMOUNT
Website Redesign	\$23,700.00
Hosting/Support (through 6/30/22)	\$3,900.00
Optional Bid Item – Convert existing Wufoo forms and payments in-house.	\$6,250.00 + \$1,500.00/year
TOTAL BID AMOUNT	\$33,850.00
ANNUAL HOSTING/SUPPORT COSTS*	
Year 2 (7/1/22 - 6/30/23)	\$3,900.00 + 1,500.00(Forms)
Year 3 (7/1/23 - 6/30/24)	\$3,900.00 + 1,500.00(Forms)
Year 4 (7/1/24 - 6/30/25)	\$4,290.00 + 1,650.00(Forms)
Year 5 (7/1/25 - 6/30/26)	\$4,290.00 + 1,650.00(Forms)
Year 6 (7/1/26 - 6/30/27)	\$4,290.00 + 1,650.00(Forms)

**Please attach a separate page providing pricing for two (2) renewal periods of three (3) years each, beginning 7/1/2027.*

Firm Name Revize Government Websites

Authorized signature

Date 3/16/2021



The Government Website Experts

3/16/2021

Requested optional pricing for two (2) renewal periods of three (3) years each

ANNUAL HOSTING/SUPPORT COSTS (Years 7-12)	
Year 7 (7/1/27 – 6/30/28)	\$ 4,650 + 1,950.00 (Forms)
Year 8 (7/1/28 – 6/30/29)	\$ 4,650 + 1,950.00 (Forms)
Year 9 (7/1/29 – 6/30/30)	\$ 4,650 + 1,950.00 (Forms)
Year 10 (7/1/30 – 6/30/31)	\$ 4,990 + 2,150.00 (Forms)
Year 11 (7/1/31 – 6/30/32)	\$ 4,990 + 2,150.00 (Forms)
Year 12 (7/1/32 – 6/30/33)	\$ 4,990 + 2,150.00 (Forms)



The Government Website Experts

3/16/2021

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For City of Birmingham Website Redesign & Hosting

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.

Thomas Jean

3/16/2021

PREPARED BY
(Print Name)

DATE

Project Manager

3/16/2021

TITLE

DATE


AUTHORIZED SIGNATURE

thomas.jean@revize.com

E-MAIL ADDRESS

Revize Government Websites
COMPANY

150 Kirts Blvd. Troy MI 48084

ADDRESS

248-269-9263 Ext.8035

PHONE

Revize LLC.

NAME OF PARENT COMPANY

248-269-9263

PHONE

150 Kirts Blvd. Troy MI 48084

ADDRESS

20-5000179

TAXPAYER I.D.#

Revize Website Service Level Agreement

This Agreement is between City of Birmingham, Michigan ("CLIENT") and Revize LLC,
aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 4-27-2021

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Birmingham</u>	Revize Software Systems
Company Address:	<u>151 Martin Street</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Birmingham, MI 48009</u>	Troy, MI 48084
Contact Name:	<u>Marianne Gamboa 248.530.1812</u>	248-269-9263
Billing Dept. Contact:	<u>MGamboa@bhamgov.org</u>	
CLIENT Website Address:	<u>www.bhamgov.org</u>	

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount in the attached agreement to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing the service level agreement & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
10. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
11. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
12. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.

Revize will integrate the following web applications into your website

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Public Records Request App
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

Service Level & CMS License Agreement

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between The City of Birmingham, Michigan (known in this agreement as *Client*) and *Revize Software Systems, LLC.*, for support services to be provided by *Revize Software Systems, LLC.* to *Client* and, thereby ensuring a timely and efficient support service is available to *Client* end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreements

1. To create an environment which is conducive to a co-operative relationship between *Revize Software Systems, LLC.* and *Client* to ensure the effective support of end users
2. To document the responsibilities of all parties taking part in the Agreement
3. To ensure that *Client* achieves the provision of a high quality of service for end users with the full support of *Revize Software Systems, LLC.*
4. To define the commencement of the agreement, its initial term and the provision for reviews
5. To define in detail the service to be delivered by *Revize Software Systems, LLC.* and the level of service which can be expected by *Client*, thereby reducing the risk of misunderstandings
6. To detail via a question list, information *Revize Software Systems, LLC.* requires *Client* to extract from end users prior to *Revize Software Systems, LLC.* involvement
7. To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data
8. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels
9. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above

1.3 Period of Agreement

This agreement will commence on the date specified in this following the acceptance by both parties and will continue until terminated.

Either party hereto may terminate this Contract upon giving ten (30) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. This Contract may be terminated by the *Client* without cause upon thirty (30) days' written notice to the Professional. In the event of such a termination without cause, the *Client* shall pay the Professional for all services rendered prior to the termination, plus any reasonable expenses incurred and unpaid which would otherwise be payable hereunder. In such event, the Professional shall promptly submit to the *Client* its invoice for final payment.

1.4 Review Procedure

This agreement will be reviewed one year from the date of commencement, or at a mutually agreed date, by *Client* and Revize Software Systems, LLC.. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

1.5 Representatives

Client and Revize Software Systems, LLC. nominate the following representatives responsible for the monitoring and maintenance of the service agreement:

Client:

*Marianne Gamboa –
Communications Director
248-530-1812*

Revize Software Systems, LLC.:

*Thomas Jean –
Project Manager
248-269-9263 Ext. 8035*

1.6 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both *Client* and Revize Software Systems, LLC. This is in reference to the agreed upon 99.99% detailed in item 2.5 of this agreement. In the event of a discrepancy between actual and targeted service levels both *Client* and Revize Software Systems, LLC. are expected to identify and resolve the reason(s) for any discrepancies in close co-operation.

Service level monitoring will be performed by *Client*. If *Client* suspects that response times for faults do not adhere to expected response times in table 2.2 they should provide information to Revize in response to items in 4.2

Service level monitoring and reporting is performed on response times for faults, as specified in Section 3.4 of this agreement.

1.7 Complaints

All complaints relating to the operation of the help service, including:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between *Client* and Revize Software Systems, LLC.

Client Responsibilities

2.1 Functional Overview

To provide a service for the registration, referral and resolution of all computer related faults and queries (supported products only) encountered by end users throughout the *Client*. This includes the following specific responsibilities:

- Provision of a main point of contact during *Client* business hours.
- Extracting information from end users as per *Revize Software Systems, LLC.* specified list of questions (detailed in section 4)
- Timely referral of faults to *Revize Software Systems, LLC.* as per method detailed in section 4
- Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required

2.2 Response Times

Table 2.2 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial response to the *Client* as per Section 2.3 of this document. The support level refers to the *Client* guide for support available as illustrated in Section 2.3 of this document. *Client* agrees and understands that, in rare cases, response times may be delayed due to an overabundance of tech support requests on the part of the *Client* or Revize customers, natural disasters, acts of god, etc.

Table 2.2 - Response Priority

	Crisis	Urgent	Critical	Normal	Request For Service
Priority	Immediate	Urgent	High	Normal	Normal
Time for Response	< 1 Hour	1 Hour	4-6 Hours	24 Hours	Dependent Upon Request
Report Method	Revize Live Phone Support 248-269-9263	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal

2.3 Client Guide for Support (Report Method Details) – Fault Matrix

Crisis:

- Crisis issues are issues that make your website completely inoperable. In this case you should call our tech support team immediately at 248-269-9263
- Example(s) include: Entire website not accessible from multiple devices/browsers

Urgent:

- Urgent issues are issues that render your system partially inoperable. These requests can be submitted to our tech support team through phone or within our customer portal www.support.revize.com
- Example(s) include: Partial portion of website not accessible from multiple devices/browsers, unapproved information on the website, or time sensitive information not available on live website.

Critical:

- Critical Issues are issues that deny you the ability to perform a core function of the system. These requests should be submitted to the customer portal www.support.revize.com
- Example(s) include: CMS not publishing to live site, perceived slow load time, content updates not appearing as intended in live site.

Normal:

- Normal issues are issues that deny usability of limited functions of the system. These requests should be submitted to the customer portal www.support.revize.com
- Example(s) include: General site irregularities, login issues, photo resizing, or image/graphic requests.

Request for Service:

- Requests for service are completed with the mindset that we do not "nickel and dime" our clients. Your annual maintenance agreement includes requests for service that you and staff may not be able to do yourselves. These types of requests include new icons, graphics, buttons, photo editing, page types, and custom applications. Revize will add in these services with no charge up to a level of reasonability beyond what is included in your contract. These requests should be submitted to the customer portal www.support.revize.com. If there is no charge, Revize will complete the changes as requested. If there is any charge, we will respond to you with alternative free options or a quote for the additional work.

2.4 Priority Level Response/Resolution Times

Table 2.2 shows the required initial telephone/portal response times for the individual priority ratings. All times indicated represent telephone response time during specified working hours of 8 a.m. to 8 p.m. Eastern Time Monday to Friday, unless otherwise indicated in this document, or otherwise agreed upon by *Client* and *Revize Software Systems, LLC.*

The indicated response time represents the maximum delay between a fault/request being reported to the *Revize Software Systems, LLC.* and a *Revize Software Systems, LLC.* representative contacting the *Client* by telephone or through the customer portal. The purpose of this contact is to notify the *Client* of the receipt of the fault/request from *Client* and provide the *Client* with details of the proposed action to be taken in respect of the particular fault/request.

Due to the nature and variety of issues that could be reported by the *Client*, resolution times vary dependent upon the issue itself. It is not uncommon for a perceived "quick fix" to take multiple working days, or a perceived long term request to be completed in a matter of hours. When possible, *Revize* will provide an estimated time of resolution upon initial report from the *Client*. If, after further investigation, *Revize* determines the expected time to significantly change, *Revize* will contact the *Client* to discuss the details and new suspected time frame

2.5 Website Application Availability Monitoring

Website application availability monitoring will be performed by *Client* using software of their choice. If *Client* suspects that website availability exceeds the agreed upon threshold of 99.99% in any one month, they agree to immediately open a support ticket in the customer portal to notify *Revize Software Systems, LLC.* of the issue.

Upon resolution of downtime issue, if *Client* suspects the 99.99% threshold was exceeded, *Client* agrees to provide information to *Revize Software Systems, LLC.* which includes SCOM report and a written narrative describing any details of the perceived downtime issue. Upon *Revize Software Systems, LLC.* review and concurring thereof *Revize Software Systems, LLC.* customer will be eligible for a credit equal to the monthly portion of annual services fee as set forth in table 2.5 below. This credit would be applied to the next invoice due. The credit will not be provided if support ticket was not opened or for issues caused by *Client*.

2.5 Website Application Availability Credit Table

Table 2.5 – Website Application Availability Credit Table Website Application Availability %		Credit % for Monthly Portion of Annual Services Fee
From	To	
99.99%	99.50%	0%
99.49%	99.00%	10%
98.99%	95.00%	15%
94.49%	90.00%	50%
Less than 90.00%		100%

3. Revize Software Systems, LLC. Responsibilities

3.1 Functional Overview

Revize Software Systems, LLC. is a provider of computing software maintenance service and support to the *Client*.

3.2 Hours of Operation

A *Revize Software Systems, LLC.* representative will be available to provide support functions between the hours of 8 a.m. and 8 p.m. Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by *Client*. The Revize Customer portal is monitored 24 hours a day. Beyond the 8 a.m. to 8 p.m. EST Revize does not guarantee response times. Response times through the customer portal officially begin at 8 a.m. EST and end at 8 p.m. EST. However, *Revize Software Systems, LLC* does reserve the right to respond to requests outside of these hours.

3.3 Response Times

The *Revize Software Systems, LLC.* will accept the priority assigned to a fault by *Client*, as per Fault Matrix in 2.3 and Priority Assignment criteria in 4.1.

3.4 Service Level Targets

The *Revize Software Systems, LLC.* will respond within the time specified by the priority allocation. *Client* will issue reports as and when required to the *Revize Software Systems, LLC.* Support staff for the purpose of gauging *Revize Software Systems, LLC.* performance.

3.4 Website Application Availability

The *Revize Software Systems, LLC.* agrees to a live website availability threshold of 99.99% of the time in a calendar month. It is understood that *Revize Software Systems, LLC* will perform routine maintenance during non-peak hours as necessary that is not factored in as part of the availability threshold. Non-peak hours are from 2:00A.M. to 6:00A.M. Eastern Standard Time. Client may request other updates/features that necessitate downtime as well. *Revize Software Systems, LLC* will notify Client when expected downtime is greater than 15 minutes.

4. Supported Products/ Applications/Systems

4.1 Software Support Services

Software Products Supported:

- Revize CMS
- Hosted Website
- Source Files
- All Included Revize Web Applications

Contact Details:

Live Phone Support:

248-269-9263

Customer Portal:

www.support.revize.com

Email (Unofficial Channel):

Support@revize.com

Priority Assignment Criteria:

As assigned by the *Client* fault matrix in section 2.3 of this document. This response time is to indicate the initial telephone, email, or support portal response by *Revize Software Systems, LLC.*, as described in Section 2.4 of this document, to the *Client* as detailed on the *Client* Fault Report Form.

Method of Fault Referral:

- Customer Portal transmission of *Client* Fault Report Form by *Client* staff to *Revize Software Systems, LLC.*
At support.revize.com
- Telephone contact by *Client* operator.

4.2 Information to be provided by Client for Timely Response:

- Complete description of issue
- Time estimate of when Client started experiencing this issue
- Whether a change was requested recently in relation to this issue
- URL where issue is occurring (if applicable)
- Screenshot of this issue (optional)

Method of Return of Resolved Faults:

Immediately following actual resolution of each individual fault/request a *Revize Software Systems, LLC.* representative will notify *Client* by telephone, email, or customer portal of the completion of the fault/request. If applicable, within 48 hours of resolution *Revize Software Systems, LLC.* will provide *Client* with details of resolution.

Other (Details):

Revize Software Systems, LLC. maintains a real-time project support portal where fault issues can be reported by the *Client*. This portal can be found at support.revize.com where a user name and password will be required. This project support portal will have an updated status of the completion progress of each issue as determined by *Revize*.

Although each issue is updated when key objectives are met, *Client* may request an update at any time. When *Client* has issues outstanding in this portal, they will check in at least once per week to answer any follow up questions from *Revize*. If there are no outstanding issues this is not required. For a general update request, *Client* will make request notating each outstanding fault they would like an update on. *Revize* will respond with details of current status and return the report to *Client* within 72 hours of receipt of the report.

Upon receipt and acknowledgment of support request ticket, if *Revize* anticipates resolution of support ticket will take more than 72 hours from the time of acknowledgment, *Revize* will respond to *Client* with an estimated timeframe of completion. *Client* understands and agrees that some issue resolution timelines are difficult to estimate and may vary in their accuracy. *Revize* will make a good faith effort to provide an accurate assessment of the request and expected completion time. If, after further investigation, *Revize* determines the expected completion time to significantly change, *Revize* will inform *Client* of the details and new suspected time frame. *Client* may assign any new support ticket to a particular developer or *Revize* staff member of their choosing that *Client* feels may best be able to complete their request. However, in choosing a particular *Revize* staff member, *Client* agrees and understands that resolution time is subject to that particular employees' workload and availability. *Revize* will make good faith efforts to review all outstanding issues and respond on employees' behalf when the selected employee is out of the office or otherwise unable to respond to *Client* in a timely manner.

5. Revize CMS License

5.1 Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT, provided all payments for the entire length of the contract is fully paid. Notice of termination must be in writings and given to the non-terminating party at least 30 days prior to the effective date of termination. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided upon hosting architecture.

Products Provided to Client Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2021

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 Insurco Insurance Agency, Inc. 5600 W Maple Ste C310 West Bloomfield, MI 48322		CONTACT NAME: Ivan Kilano PHONE (A/C, No, Ext): (248) 862-2127 E-MAIL ADDRESS: ivan@insurcomi.com FAX (A/C, No): (248) 886-9091																						
INSURED Revize LLC 150 Kirts Blvd Ste B Troy, MI 48084		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>CNA</td><td>20508</td></tr><tr><td>INSURER B :</td><td>CNA</td><td>20508</td></tr><tr><td>INSURER C :</td><td>CNA</td><td>20508</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	CNA	20508	INSURER B :	CNA	20508	INSURER C :	CNA	20508	INSURER D :			INSURER E :			INSURER F :		
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INSURER C :	CNA	20508																						
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6021635658	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6021635658	9/10/2020	9/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	6021635689	9/10/2020	9/10/2021	PER STATUTE OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
C	<input type="checkbox"/> PROFESSIONAL LIABILITY/ CYBER LIABILITY			6021626488	9/10/2020	9/10/2021	PER CLAIM \$2,000,000
			AGGREGATE RETENTION \$2,000,000 \$10,000				

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 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.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

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

IVAN KILANO



CITY WEBSITE REDESIGN & HOSTING SERVICES

MAY 10, 2021

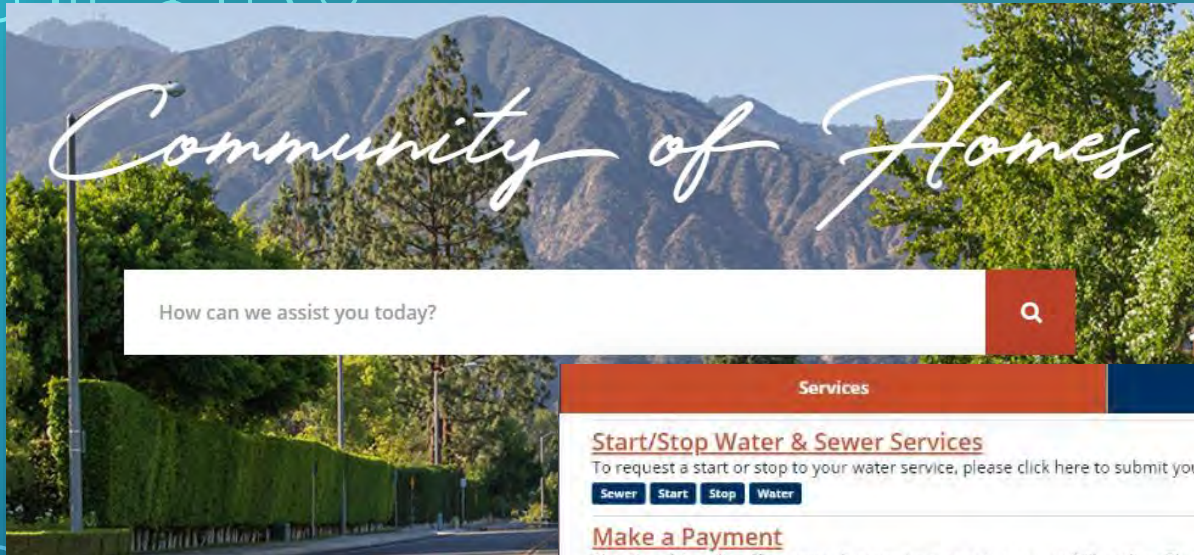


CREATING A BETTER WEBSITE FOR BIRMINGHAM



HOMEPAGE CURATED SEARCH

Customize what users see when they search for specific words.



Services	Forms	All of Arcadia
<u>Start/Stop Water & Sewer Services</u> To request a start or stop to your water service, please click here to submit your online request. Sewer Start Stop Water		Public Works Services ☎️ 📧 📍
<u>Make a Payment</u> The City of Arcadia offers several convenient ways to pay your bills online. These include utility (water) bills, parking citations, overnight parking permits, and false alarm permits. Alarm Bill Citation Parking Payment Permits Sewer Ticket Water		Administrative Services ☎️ 📧 📍
<u>Resource Center</u> Here you will find online forms convenient to your needs. Cart Forms Graffiti Home Inspection Permits Recognition Report Request Sewer Shopping Vacant Water		City Manager's Office ☎️ 📧 📍
<u>Public Works Services</u> Public Works Services oversees the care and maintenance of all City-owned facilities, equipment, and infrastructure. Conservation Construction Engineering Environment Environmental Recycling Sewer Streets Sustainable Trash Trees Water		Public Works Services ☎️ 📧 📍
<u>Construction Updates</u> Public Works Services projects include such things as road and sidewalk improvements, tree projects, building maintenance, water and sewer maintenance and improvements, traffic signals, and park maintenance. Building Construction Maintenance Project Road Sewer Sidewalk Signal Traffic Tree Water		Public Works Services ☎️ 📧 📍

MINUTES, AGENDAS & MEETING FOOTAGE

Access minutes, agendas and meeting footage all in one place.

2021

05/03/21 Work Session @ 7:30 a.m.	Agenda					Watch Now
04/19/21 Work Session @ 7:30 a.m.	Agenda					Watch Now
04/19/21 Regular Meeting @ 4:30 p.m.	Agenda		Minutes			Watch Now
04/07/21 Legislative Meeting @ 7:30 a.m.	Agenda					
04/07/21 Quarterly Work Session @ 8:00 a.m.	Agenda					Watch Now
04/05/21 Work Session @ 7:30 a.m.	Agenda					Watch Now
04/05/21 Regular Meeting @ 4:30 p.m. (Housing @ 4:15p.m.)	Agenda	Corrections	Minutes	Housing Agendas	Housing Minutes	Watch Now
03/22/21 Work Session @ 7:30 a.m.	Agenda					Watch Now
03/22/21 Regular Meeting @ 4:30 p.m.	Agenda		Minutes			Watch Now

ENHANCED CALENDAR

- ✓ Customized Photos
- ✓ Google Maps
- ✓ Sub Calendars



07 APR

10:00 AM - 11:30 AM

Parks & Beautification Committee Meeting
04-07-2021

[Agenda - Parks and Beautification Committee Meeting 04-07-21](#)

The Parks & Beautification Committee will be held on Wednesday, April 7, 2021 beginning at 10:00 a.m. The meeting will be held and will be accessible to the public via Zoom.

Zoom Public Access:
To participate, please join by phone at the following phone number:

Toll number: 1-929-205-6099

Passcode: 214740

Once prompted, please dial Meeting ID # 913 7130 5075

<https://zoom.us/j/91371305075?pwd=ais2b3d2dnB4cGNWNXY5bEhsUkNVZz09>




View larger map

on South Realty LLC

City of Holmes Beach

RESERVATION APP

Reserve parks, tennis courts, Springdale shelter and more.



Conference Room A

This Conference Room Includes:

- Conference Table
- Seating for up to 12 people
- WiFi
- Overhead Projector
- Available from 9:00 AM - 9:00 PM

April 2021

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Apr 30, 2021

9:00 AM

10:00 AM

11:00 AM

12:00 PM

1:00 PM

2:00 PM

3:00 PM

4:00 PM

5:00 PM

ENHANCED CITIZEN REQUEST FORM

Enhanced Citizen Request Form

- ✓ Drop pin at location
- ✓ Visually appealing
- ✓ User friendly
- ✓ Set assigned staff members

The screenshot displays the 'Public Service Request System' interface. At the top, there are navigation links: 'Map', 'Satellite', 'Issues Reported', 'Report An Issue' (highlighted), 'Sign Out', and 'Signed In'. The main content area features a map of Carlisle, PA, with a red pin marker placed near 'Carlisle Fairgrounds'. A text box above the pin reads: 'Issue Address: You may drag the marker on the map or input the complete address below and click Update Marker'. Below this, the address '104 Channel Dr, Carlisle, PA 17013, USA' is entered. A green 'UPDATE MARKER' button is visible. The form includes a 'Select Category' dropdown menu with 'Missed Trash or Recycling Pick-up' selected. Below the dropdown are six numbered fields: 1. Name, 2. Street Address for Missed Pick-up, 3. Phone Number or Email Address, 4. What was missed? (with checkboxes for Trash and Recycling), 5. What is your pick-up day? (with checkboxes for Monday through Friday), and 6. Any additional details you would like to provide? The map on the right shows various landmarks like Dickinson College, Carlisle Barracks, and Target.

ADA COMPLIANCE

ADA checkbox for editors to ensure compliance.



CUSTOM WEBSITE DESIGN

City staff will review portfolios and select a designer.
Customizable department pages with alert boxes on every page.

revize.

ALL SAMIR TOM BEN KAT KATE ALEX NASRYN YING JADE

Select A Location ▾

All Sites Design Stage Development Stage Live


Acworth, GA

Design portal - [View](#)


Status - **Development Stage**

Development URL - <http://cms5.revize.com/revize/acworthga/>

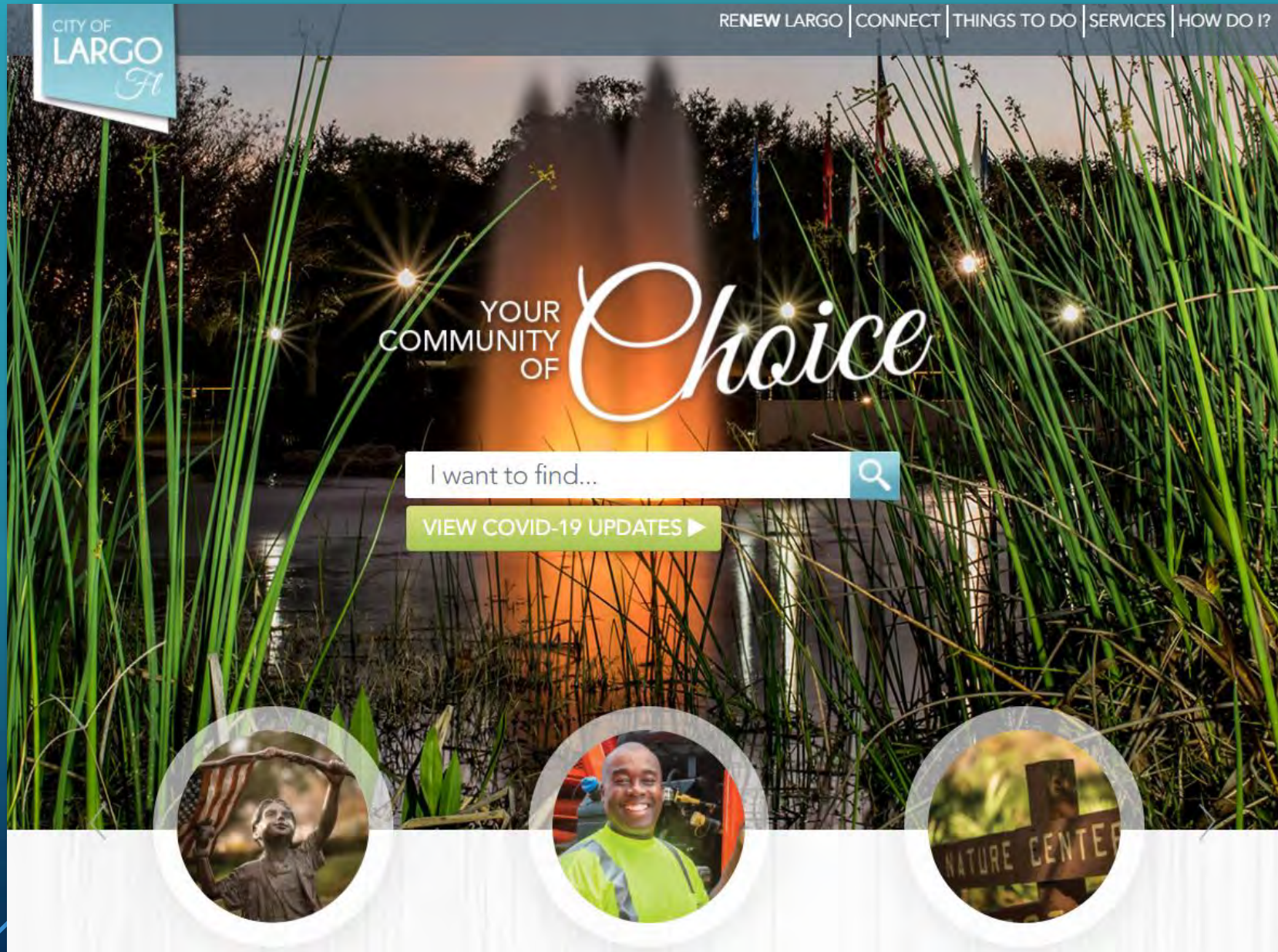
Live URL - [NA](#)



ADAMHS Montgomery County, OH



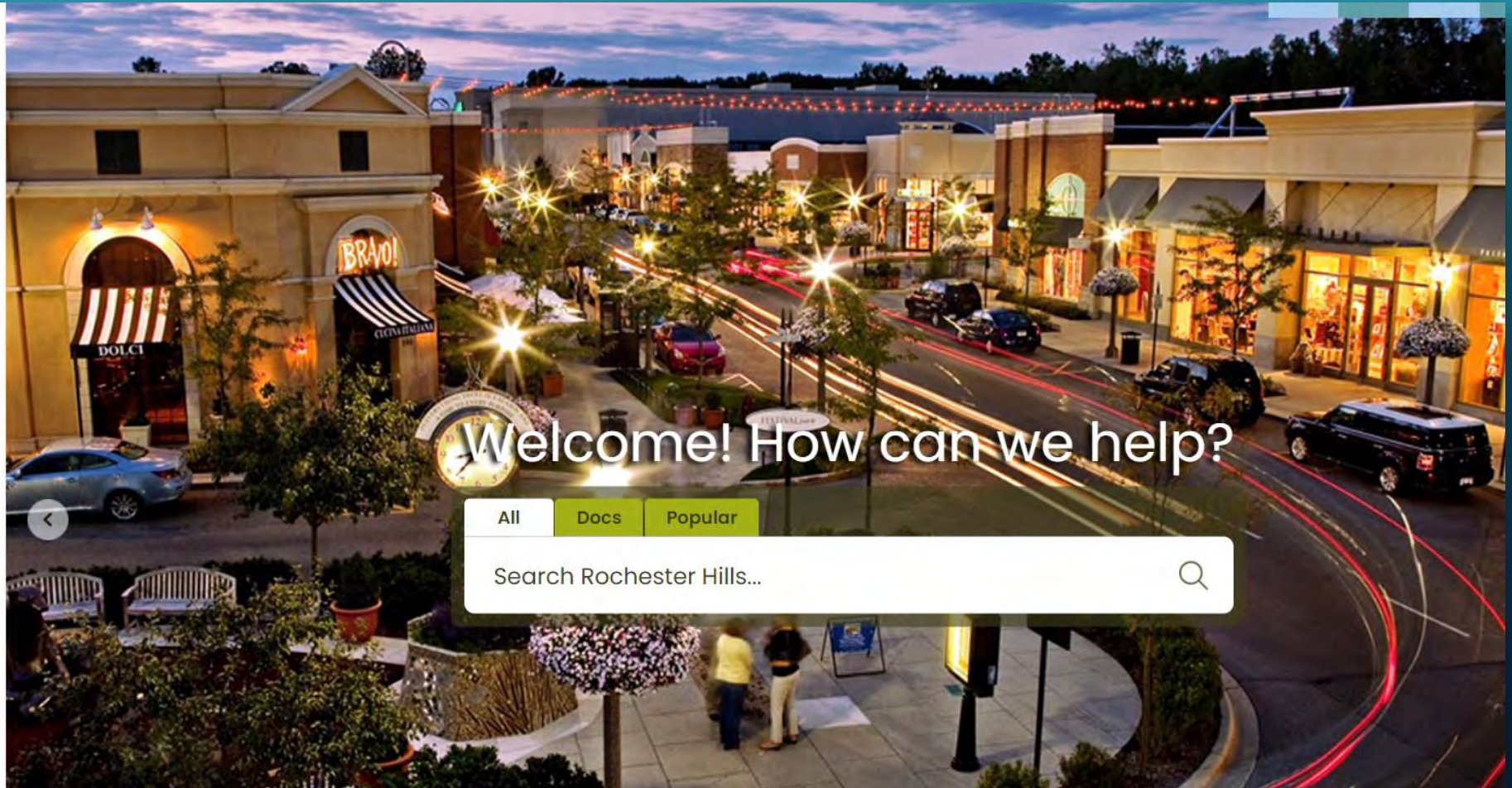
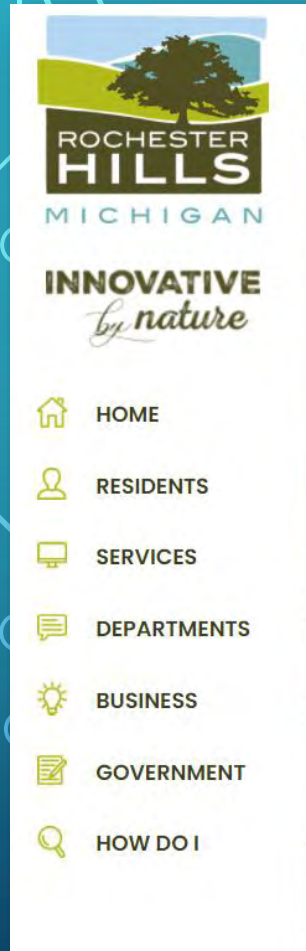
REVIZE LLC DESIGN EXAMPLES



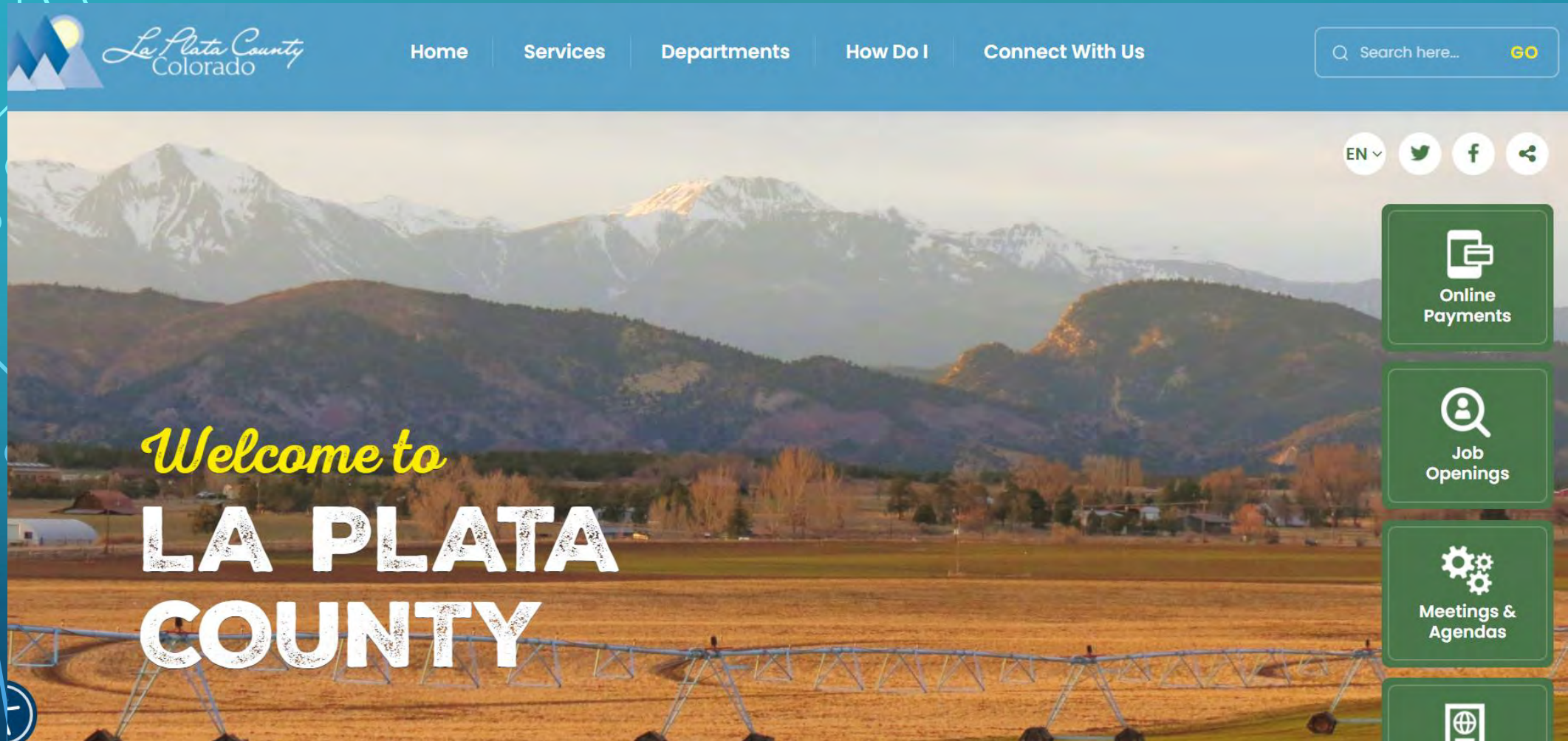
REVIZE LLC DESIGN EXAMPLES



REVIZE LLC DESIGN EXAMPLES



REVIZE LLC DESIGN EXAMPLES



REVIZE LLC DESIGN EXAMPLES





QUESTIONS?



MEMORANDUM

(Department Name)

DATE: May 3, 2021

TO: Thomas M. Markus, City Manager

FROM: Jim Hock, Interim Assistant City Manager

SUBJECT: METRO Act permit application

INTRODUCTION:

The METRO Act is the acronym for Telecommunications Providers under Metropolitan Extension Telecommunications Right-of-way Oversight Act of 2002. This legislation allows broadband companies access to public Right-of-ways with minimal local approval for the purposes of laying conduit and fiber optic. If the applicant meets the legal guidelines established by the Michigan Public Service Commission, a municipality must grant access. If we do not act on this application, it is automatically granted after 45 days and the municipality is subject to fines by the State.

BACKGROUND:

On April 8, 2021, the City of Birmingham received a METRO Act Permit application from ZAYO Group, headquartered in Louisville, Colorado. They wish to bore in the City right-of-way on Maple Rd from the western City boundary at Cranbrook Rd. east to Adams Rd. Then proceed north on Adams Rd. to the City boundary.

As part of the Maple reconstruction project, the City installed conduit and lateral access to that conduit for those businesses along the route that paid the fee established by the City at that time. The City, through ordinance, decided on a charge per linear foot for any company that wished to access this conduit with their fiber optic lines. ZAYO is not obligated under the METRO Act to utilize the City conduit, however, we are currently in discussions about this access along with providing additional fiber where the City put in conduit during the Old Woodward Ave. project as well. Should ZAYO Group desire to utilize the City conduit, another agreement will be prepared for your consideration and approval.

The METRO Act provides a maximum \$500 fee to the City which ZAYO submitted with their application.

LEGAL REVIEW:

Legal has reviewed and approved the application form and Right-of-way Telecommunications Permit.

FISCAL IMPACT:

Engineering staff will review of the plans to make sure that their boring does not interfere with existing utility lines. The applicant has already paid us the maximum fee we can charge.

PUBLIC COMMUNICATIONS:

If we come to an agreement that ZAYO will utilize the City conduit as part of their project, those property owners/businesses that have lateral connections will be notified of this service availability.

SUMMARY

The ZAYO Group has applied for a permit under the State METRO Act to access the City Right-of-Way for the purpose of providing fiber optic lines for telecommunications. Their permit application forms are in compliance with the Act and they have provided proofs required by the Act. Thus, staff recommends that the City Commission adopt the suggested resolution approving their application.

ATTACHMENTS:

1. ZAYO Group correspondence regarding their permit application
2. Master Copy of the METRO Act Permit Application Form
3. METRO Act Bilateral Form Right-Of-Way Telecommunications Permit
4. ZAYO Certificate of Liability Insurance
5. ZAYO State of Michigan License to do business in the State
6. Route map of project

SUGGESTED RESOLUTION:

To approve the METRO Act Bilateral Form Right-Of-Way Telecommunications Permit for ZAYO Group and authorize the Mayor to sign the permit on behalf of the City.



400 Centennial Pkwy, Suite 200
Louisville, Colorado 80027
t 303.381.4683
www.zayo.com

April 6, 2021

City of Birmingham
Attn: Alexandria Bingham, City Clerk
PO BOX 3001
Birmingham MI, 48012
PH:248-530-1802
Bhamgov.org

Dear Alexandria Bingham,

Please find enclosed a Metro Act Permit Application form for the City of Birmingham. This application is for access to and ongoing use of public ways by Telecommunications Providers under Metropolitan Extension Telecommunications right-of-way oversight Act 2002 PA 48, MCLA sections 484.3101 to 484.3120 by ZAYO Group LLC.

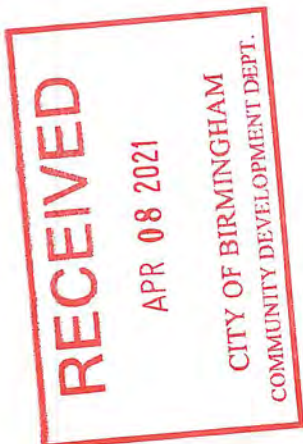
In accordance with the application, I have enclosed the application fee of five hundred dollars (\$500.00), a Certificate of Good Standing for Zayo Group, LLC along with a Copy of Liability Insurance for Zayo Group, LLC. In addition to the requirements stipulated in the Metro Act, kindly also send a copy of the signed bi-lateral agreement to our office located at 240 E South St., Lansing, MI 48910.

Please feel free to contact us with any questions.

Thank you,

A handwritten signature in blue ink that reads "Greg Babinski".

Greg Babinski
Director, OSP-Michigan
240 E South St
Lansing, MI 48910
M: 616.570.9900
O: 517.913.0498
greg.babinski@zayo.com
<http://www.zayo.com>



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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

Zayo Group 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

City of Birmingham, 151 Martin St, PO Box 3001, Birmingham MI, 48012.



City of Birmingham
Name of Local Unit of Government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
Zayo Group 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).

1 GENERAL INFORMATION:

1.1 Date: 4/06/2021

1.2 Applicant's legal name: Zayo Group LLC
Mailing Address: 1805 29th Street, Ste 2050
Boulder, CO 80301

Telephone Number: 303-381-4683
Fax Number: 303-260-5922
Corporate website: www.zayo.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Director-OSP Michigan, Greg Babinski
Mailing Address: 240 E South St
Lansing, Michigan 48910

Telephone Number: 517-913-0498
Fax Number: 517-913-1014
E-mail Address: greg.babinski@zayo.com

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1.3 Type of Entity: (Check one of the following)

- ☐ Corporation
☐ General Partnership
☐ Limited Partnership
☒ Limited Liability Company
☐ Individual
☐ Other, please describe: _____

1.4 Assumed name for doing business, if any: N/A

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Delaware

1.5.2 Date of incorporation/formation; 2/15/2008

1.5.3 If a subsidiary, name of ultimate parent company; N/A

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Dan Caruso (Chairperson, CEO), Shirra Cooks (Secretary), Matt Steinfort (Treasurer)

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.

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

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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 another 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.

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.

No authorizations pre-existing the Metro Act exist, no previous construction within the municipality by this company.

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.

Fiber Optic Cable for Zayo network infrastructure.

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).

2.4 Please provide an anticipated or actual construction schedule.

Construction schedule is pending approval of plans by County Road Commission for Right-of-Way Permit, and approval by municipality of Metro Act Permit. Construction will commence within 90-days of all permit approvals.

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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.

Zayo Group, LLC

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.

Zayo Group LLC, 240 E South St, Lansing, MI 48910

Greg Babinski, Director, OSP-Michigan, Office-517-913-0498, greg.babinski@zayo.com

Zayo facilities will be placed underground, in the City of Birmingham road right of way.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office:

Zayo Group LLC, 240 E South St., Lansing, MI 48910

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 contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system:

Greg Babinski, Director, OSP-Michigan, Zayo Group LLC

240 E South St., Lansing MI 48910 greg.babinski@zayo.com, Office-517-913-0498

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:

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;

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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.

Zayo Group LLC

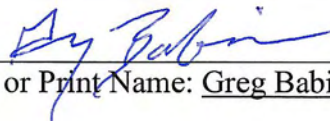
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4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

Zayo Group LLC ("APPLICANT")

4/06/2021
Date

By: 
Type or Print Name: Greg Babinski

Director, OSP-Michigan
Title

S:\metroapplicationform.doc

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean ZAYO GROUP, LLC organized under the laws of the State of Delaware whose address is 1805 29th Street, Suite 2050, Boulder, CO 80301.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's Manager 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 Greg Babinski, Director, OSP-Michigan / greg.babinski@zayo.com / 240 E. South Street, Lansing, MI, 48910 / (517) 913-0498.
- 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 N/A.
- 3.1.3 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

3.1.4 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 Greg Babinski, Director, OSP-Michigan / greg.babinski@zayo.com / 240 E. South Street, Lansing, MI, 48910 / (517) 913-0498.

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voicemail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

Emergencies:

Network Operations Center & Repair

Phone: (888) 404 9296

E-mail: zayoncc@zayo.com

3.1.6 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 53 of the Public Acts of 1974, as amended, MCL § 460.701 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 [address], with a copy to [address].

City of Birmingham

Attn: City Clerk

151 Martin St, PO Box 3001

Birmingham, MI 48012

With a copy to [address].

12.1.2 If to Company, to [address], with a copy to [address].

Zayo Group, LLC

Attn: Director, Underlying Rights – Central Region

1805 29th Street, Suite 2050

Boulder, CO 80301

With a Copy to:

Zayo Group, LLC

Attn: General Counsel – Central Region

1805 29th Street, Suite 2050

Boulder, CO 80301

Emergencies:

Network Operations Center & Repair

Phone: (888) 404 9296

E-mail: zayoncc@zayo.com

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.

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Bond

City of Birmingham
[Municipality]

Attest:

By: _____
Clerk

By: _____

Its: _____

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

Zayo Group, LLC

By: Aly Babine

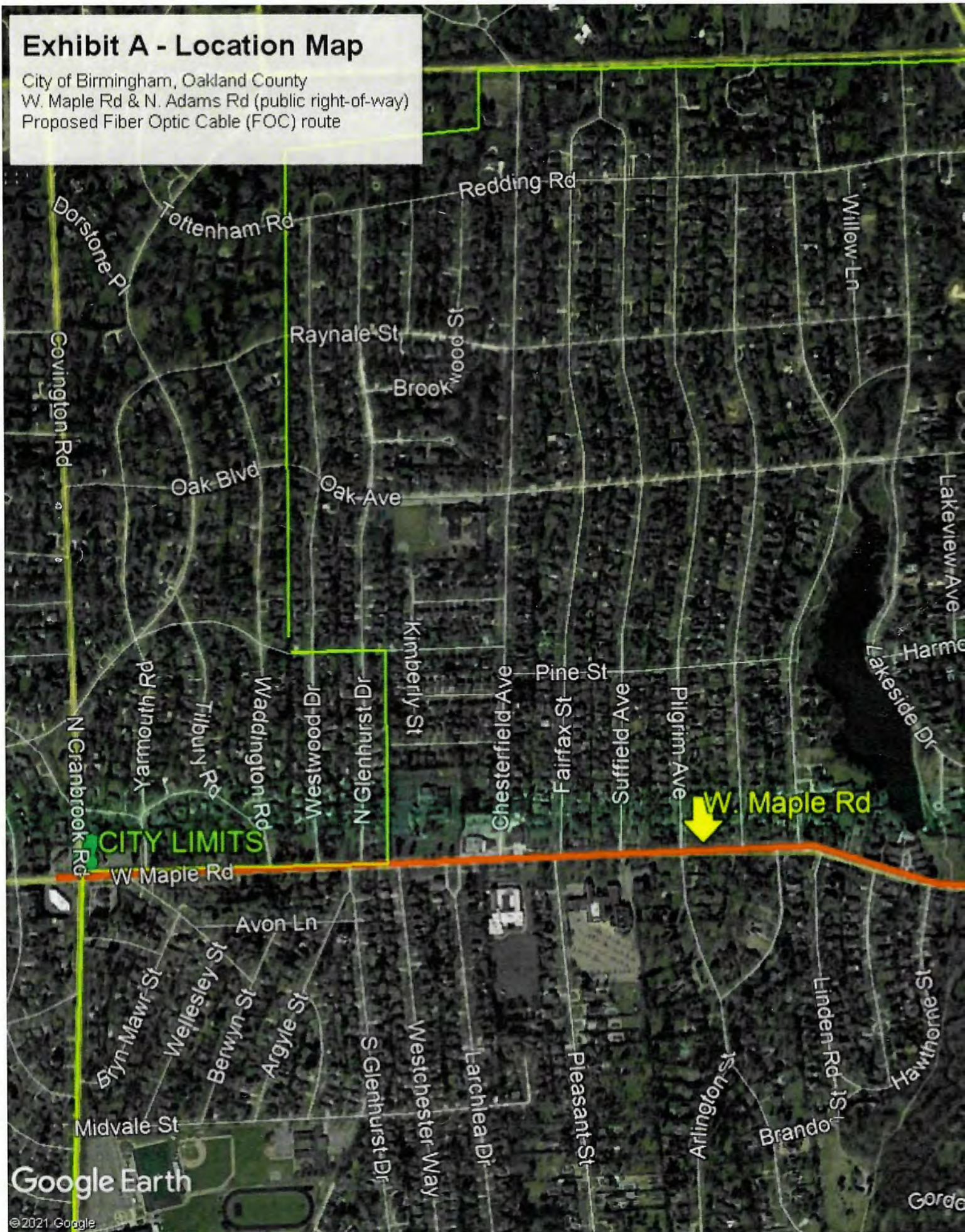
Its: DIRECTOR - OSP

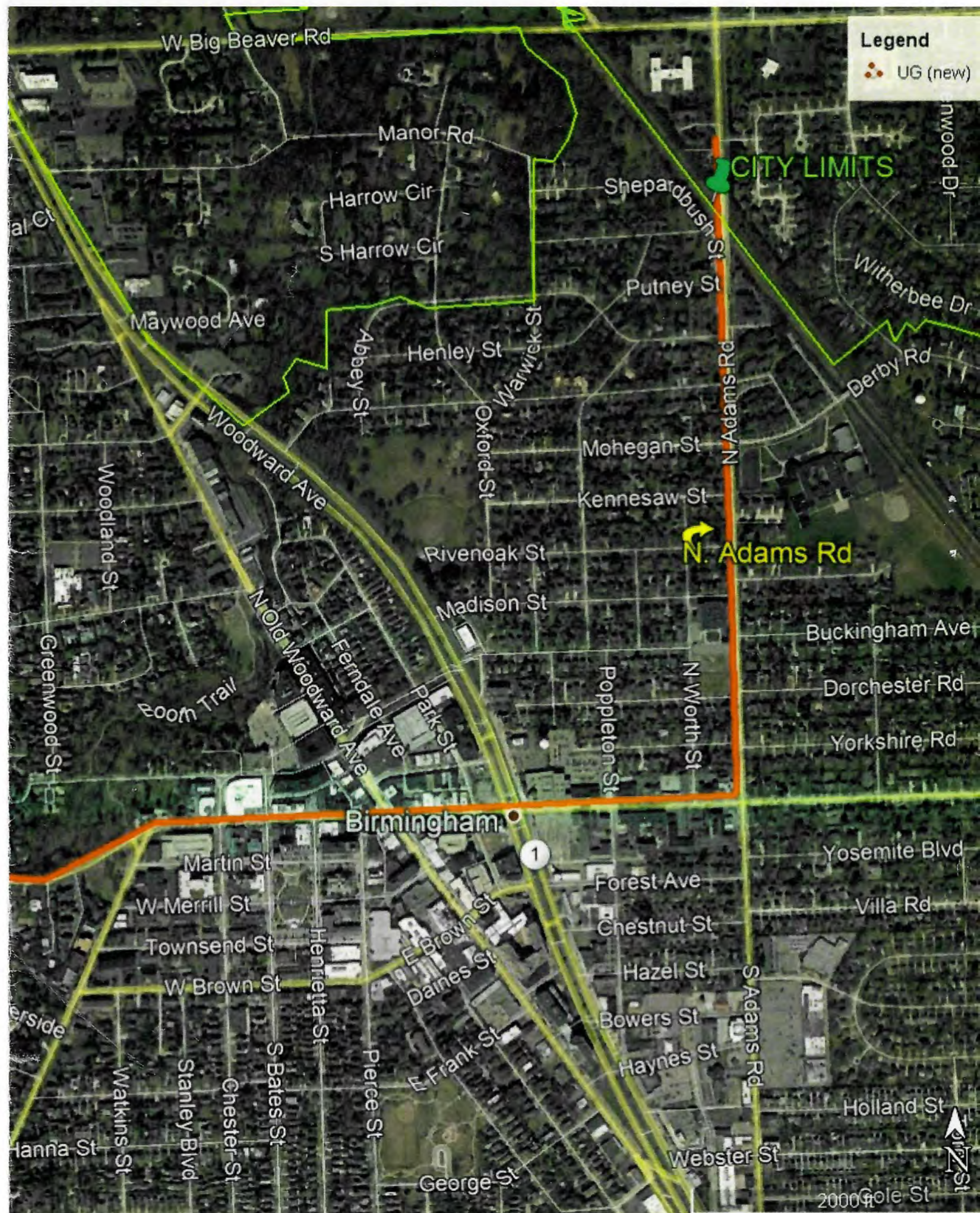
Date: 4-6-2021

::ODMA\PCDOCS\GRR\759319\6

Exhibit A - Location Map

City of Birmingham, Oakland County
W. Maple Rd & N. Adams Rd (public right-of-way)
Proposed Fiber Optic Cable (FOC) route





Legend

UG (new)

CITY LIMITS

N. Adams Rd

Birmingham

1

N



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2021

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 MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN104631043-STND-GAWU-20-22	INSURER(S) AFFORDING COVERAGE	
INSURED Zayo Group, LLC 1805 29th Street, Suite 2050 Boulder, CO 80301	INSURER A : Great Northern Insurance Company	NAIC # 20303
	INSURER B : Federal Insurance Company	20281
	INSURER C : Sentry Casualty Company	28460
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** SEA-003706145-01 **REVISION NUMBER:** 1

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			3604-53-52 DTO	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			(20)7359-90-85	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded. \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7989-77-47	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	90-20463-01 (AOS) 90-20463-02 (AZ, WI)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
is included as additional insured (except workers compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. The above General Liability policy includes XCU coverage per policy terms and conditions.

CERTIFICATE HOLDERCity of Birmingham
Attn: Alexandria Bingham
151 Martin St, PO Box 3001
Birmingham, MI 48012**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
of Marsh USA Inc.

Jon Lindstrom

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Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

ZAYO GROUP, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on January 19, 2011, 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.



Sent by electronic transmission

Certificate Number: 20061328770

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 4th day of June, 2020.*

Linda Clegg

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:

PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A. TOMASIK

April 23, 2021

Via Electronic Mail

Mayor Pierre Boutros
Mayor Pro-Tem Therese Longe
Commissioner Clinton Baller
Commissioner Rackeline Hoff
Commissioner Brad Host
Commissioner Mark Nickita
Commissioner Stuart Sherman
City of Birmingham
P.O. Box 3001
Birmingham, MI 48012

Re: Request to Extend Outdoor Dining under Resolution 05-073-20 A

Dear Mayor Boutros and Members of the City Commission:

As you know, the City passed certain resolutions to assist Birmingham restauranteurs during the global pandemic.

The most beneficial tool to the restauranteurs has been the ability to expand their outdoor dining. The City has extended the resolution allowing for the expanded outdoor dining to June 30, 2021.

Unfortunately, the pandemic continues to deeply affect the community. The MDHHS Order currently in place has restricted indoor dining to 50% capacity. The MDHHS Order will not be reconsidered by the State until May 24, 2021.

I write to you on behalf of Birmingham restauranteurs who have suffered greatly over the past year. They need direction and certainty as to their business operations in hopes of rebounding from a very difficult time.

If the restaurants are required to take down their approved outdoor dining areas by June 30th, they will lose much-needed space for diners. They will be required to spend money to take

the current outdoor dining areas down and to restore the areas to reduced pre-Covid areas. Also, the restaurants were required to obtain approval from the Michigan Liquor Control Commission ("MLCC") to extend their outdoor dining areas. If the outdoor dining areas are changed by virtue of the City's requirement to resume pre-Covid areas, the restaurants will be required to obtain approval from the MLCC to change the previously approved areas, in the middle of the height of outdoor dining season.

Since the indoor dining is restricted, and may be indefinitely, it is essential that the City's restaurants be able to continue the outdoor dining as presently approved by the City and the MLCC. Equally as important is the need of the restaurateurs to have certainty throughout the outdoor dining season.

Therefore, on behalf of Bella Piatti, Casa Pernoi, Hazel, Ravines and Downtown, and Townhouse, I ask that the City Commission consider extending its resolution allowing the expanded outdoor dining for the rest of the 2021 season to November 15, which is the deadline for outdoor dining in the City.

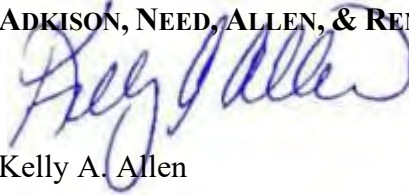
This would provide some certainty for the restaurateurs and enable them to continue to serve outside in the expanded areas during the spring, summer, and fall months.

If you have any questions or require further information, please contact me.

We thank you for your consideration.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/kjf

Cc: Tom Markus, City Manager
Jana Ecker, Planning Director
Nino Cutraro (Bella Piatti)
Luciano DelSignore (Casa Pernoi)
Beth Hussey (Hazel, Ravines and Downtown)
Jeremy Sasson (Townhouse)

Re: The Townsend Hotel re: Dining Decks for Summer & Fall

3 messages

Tom Markus <tmarkus@bhamgov.org>

Fri, Apr 16, 2021 at 9:40 AM

To: Steven Kalczynski <skalczynski@townsendhotel.com>

Cc: DepartmentHeads <departmentheads@bhamgov.org>, City Commission <city-commission@bhamgov.org>

Steven Kalczynski: Currently, the use of temporary outdoor dining decks/facilities that were authorized due to the COVID pandemic are set to expire at the end of this June. This is the second time that this policy has been extended. When the City granted this extension it was with the hope that some degree of normalcy would have returned to our lives and for our business community. Of course we all now know that the hoped-for normalcy has been interrupted once again by a resurgency or spike in the COVID cases. As such the City will continue to monitor the COVID activity to determine if the deadline will once again need to be extended. We all wish our predictive powers would translate into reality but COVID continues to stress our abilities to accurately forecast what is next. Having said this I do think it is important that all of our restaurateurs who have constructed the temporary outdoor dining decks/facilities be reminded that at some point in the not too distant future (hopefully) these decks will need to come down. The City in my opinion, has been very responsive in addressing the concerns of the restaurant community as we all try to stay afloat and safe at the same time. By copy to Jana and Bruce I am asking that they copy this email to all restaurants who have constructed the temporary outdoor dining decks/facilities. Tom Markus

On Fri, Apr 16, 2021 at 8:22 AM Steven Kalczynski <skalczynski@townsendhotel.com> wrote:

Good Day Clinton, Tom, Pierre,

I am writing you today to obtain insight on the direction that the city of Birmingham and the Commissioners will be taking in regards to continuing the city's permission to use outdoor "street decks" for dining this summer and fall.

As Covid refuses to leave our lives, a continuation of allowing restaurants to have dining decks makes sense until people feel comfortable again with vaccine levels and in dining indoors.

I believe the restaurants and bars of the city need advanced guidance **now** so we can plan for the summer and fall. We can then decide to continue to invest into upgrading for our street decks.

Thank you in advance and I look forward to hearing from you.

Sincerely,

Steven

Steven Kalczynski
Managing Director
The Townsend Hotel
100 Townsend Street

Birmingham, MI 48009
P: 248-642-5396 | F: 248-540-8130
skalczynski@townsendhotel.com
www.townsendhotel.com



Visit The Townsend Hotel website <https://www.townsendhotel.com>
Forbes Four Star Rated (8 Years) , AAA Four Diamond Rated (31 Years)
The Rugby Grille is one of the only Forbes recommended restaurants in Michigan & a Recipient of the Wine Spectator Two-Glass Award (4 years)
Trip Advisor Certificate of Excellence Winner
Detroit Top Work Places 2018 & 2019: Detroit Free Press

This electronic message transmission contains information from the company that may be proprietary, confidential, and/or privileged. The information is intended only for the use of the individual(s) or entity named above. Nothing in this email is intended to constitute an electronic signature. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please notify the sender immediately by replying to the address listed in the "From:" field.

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You received this message because you are subscribed to the Google Groups "DepartmentHeads" group.
To unsubscribe from this group and stop receiving emails from it, send an email to departmentheads+unsubscribe@bhamgov.org.
To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/departmentheads/CALPLqCgYefKBiQQoknnOCfuxUxc0wB0ZhjOW6Dt%2Bka-HMHpnVg%40mail.gmail.com>.

Steven Kalczynski <skalczynski@townsendhotel.com>

Fri, Apr 16, 2021 at 9:46 AM

To: Tom Markus <tmarkus@bhamgov.org>

Cc: DepartmentHeads <departmentheads@bhamgov.org>, City Commission <city-commission@bhamgov.org>

Thank you for the update Tom.

We have appreciated the flexibility for sure and trust me... we hope it all goes away!

Sincerely,

Steven

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/departmentheads/0835904849e9431287ed6848bb60e41d%40townsendhotel.com>.



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT STUDY COMMITTEE

At the regular meeting of Monday, June 28, 2021 the Birmingham City Commission intends to appoint two regular members to the Historic District Study Committee to serve a three-year term to expire June 25, 2024, and one regular member to serve the remainder of a three-year term to expire June 25, 2022.

The goal of the Historic District Study Committee is to conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations. The meetings are held by resolution of the City Commission.

Interested parties may submit an application available at the City Clerk's Office on or before noon on Wednesday, June 21, 2021. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall have a clearly demonstrated interest in or knowledge of historic preservation.	06/21/2020	06/28/2021

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.



NOTICE OF INTENTION TO APPOINT TO THE BOARD OF ETHICS

At the regular meeting of Monday, June 28, 2021, the Birmingham City Commission intends to appoint one regular member to the Board of Ethics to serve a three-year term to expire June 30, 2024.

Board members are to serve as an advisory body for the purposes of interpreting the Code of Ethics. The board consists of three members who serve without compensation. The members shall be residents and have legal, administrative or other desirable qualifications.

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, June 21, 2021. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointment.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be residents and have legal, administrative or other desirable qualifications.	6/21/2021	06/28/2021

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.



NOTICE OF INTENTION TO APPOINT HEARING OFFICER

At the regular meeting of Monday, June 28, 2021, the Birmingham City Commission intends to appoint the hearing officer to serve a three-year term to expire June 30, 2024. The Hearing Officer shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to the fee collection ordinances (section 1-17).

The hearing officer and alternate shall be residents of the City of Birmingham who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties in accordance with provisions of the applicable code. The hearing officer and the alternate hearing office shall serve without compensation.

The hearing officer or alternate shall schedule periodic meetings for hearings as needed.

Interested citizens may submit an application available at the City Clerk's office on or before noon on Wednesday, June 21, 2021. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointment.

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be residents of the city who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.	6/21/2021	06/28/2021

MEMORANDUM

DATE: April 27, 2021
TO: Thomas M. Markus and Commissioners
FROM: Mary M. Kucharek
SUBJECT: Bang the Table

INTRODUCTION:

- As we are all aware, the City of Birmingham will soon be participating in a platform called Bang the Table, which enables citizens to voice their opinions about different issues and topics happening in the City of Birmingham. I would like to take this opportunity to remind the Commission that if Commissioners participate in these public discussions via this platform, the use of this electronic communication could violate the OMA.

LEGAL REVIEW:

- The Open Meetings Act bars the use of electronic communications that are for discussions or deliberations, which are not, at a minimum, able to be heard by the public in attendance at an open meeting. These discussions could violate the OMA's core purpose, which is the promotion of openness in government.
- The OMA does not apply to meetings in a social nature or gatherings at conferences, etc. The OMA does not contain a voting requirement or a formal voting act, but anytime a "consensus building process" could equate to decision making it falls under the Act.
- Activities or communications that end in a "round robin" or a "round the horn" decision making, achieves the same effect as if the entire Commission were meeting publicly in casting its vote or opinion.
- Therefore, I would like to caution the Commissioners to read and enjoy the discussions on Bang The Table, become familiar with what their constituents are saying, but not participate in the discussions themselves. I offer this memo and opinion because I think it could be very easy for us to accidentally and unintentionally be violative of the OMA.

SUMMARY:

- In conclusion, the Commissioners are certainly able to view and read what is being said, but I encourage you to resist the temptation to actively participate in public discussion on this forum.



MEMORANDUM

Police Department

DRAFT REPORT

DATE: May 5, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark H. Clemence, Chief of Police
Paul Wells, Fire Chief

SUBJECT: Temporary COVID-19 Off-Season Outdoor Dining
Standards Expiration Date

INTRODUCTION:

As part of the City's economic relief efforts to assist the residential and business community through the COVID-19 pandemic, the City Commission approved "Temporary COVID-19 Off-Season Outdoor Dining Standards" that allowed businesses to erect dining platforms on City property without charge and without following standardized dining platform rules. The current resolution is set to expire on June 30, 2021 (see-attached resolution).

BACKGROUND:

The City Commission originally approved the installation of temporary COVID-19 off-season outdoor dining standards on May 11, 2020 through September 8, 2020 (see attached minutes). On August 24, 2020, the City Commission approved an extension of the COVID-19 off-season outdoor dining standards until March 31, 2021 (see attached minutes). Finally, on March 8, 2021, the City Commission approved a resolution to extend the temporary COVID-19 off-season outdoor dining standards until June 30, 2021 (see attached minutes).

In addition to the economic relief efforts, the City has also been engaged in helping the restaurant and retail operations with other COVID-19 assistance, including the following:

1. The City applied for and was awarded a total of \$106,970.00 from Oakland County to help support the local needs of restaurants, bars and cafes.
2. Through the Oakland County Restaurant Relief Grant, the City was able to procure a number of eligible items valued at \$48,192.00 that included:
 - a. (60) outdoor propane heaters
 - b. (1,400) 20lb. propane tank exchanges (program still ongoing)
 - c. (25) electrostatic sprayers

- d. (50) gallons of disinfectant
- e. (3) greenhouses
- f. (1) igloo

The remaining balance of \$58,778.00 was used for reimbursing restaurants, bars and cafes for COVID-19 related expenses accrued through June 30, 2021. Eligible purchases through the grant were personal protective equipment (PPE), outdoor propane heaters, electrostatic sprayers, propane, electric heaters, greenhouses, igloos and supplies for building temporary outdoor shelters (lumber, tables, chairs, etc.). In April, twelve restaurants, bars and cafes also received approximately \$5,000.00 each in reimbursements.

The Birmingham Shopping District (BSD) has held multiple PPE drive-up donation days to help support all local businesses. The PPE drives were funded by the BSD with a donation from Oakland County.

The basic premise for the temporary COVID-19 off-season outdoor dining standards was to allow for on-site, outdoor dining to make-up for indoor dining that was either eliminated or limited by compliance with the Executive Orders from the Governor of the State of Michigan or the Michigan Department of Health and Human Services. The number of dining seats removed from the interior of the restaurant due to health guidelines was the maximum number that each establishment was permitted to add outdoors in the public right-of-way on the sidewalk, in the on-street parking zone, in a via and/or on private property.

Throughout the course of the past year, the State of Michigan has experienced peaks and valleys as it relates to the prevalence of COVID-19. Currently, COVID-19 numbers in Michigan have been consistently high. The current Michigan Department of Health and Human Services (MDHHS) orders include:

1. Consumption of food or beverages only in designated dining area where patrons are seated, separated by 6 feet in distance and no more than 6 patrons are seated together
2. No gathering of patrons in common areas
3. No more than 50% of normal seating capacity
4. Close by 11:00 pm
5. All dine-in food service establishments must maintain accurate records of the names and phone numbers of patrons who consume food or beverages on the premises, and the date and time of entry

It should be noted that in recent visits to many of the City's restaurants by staff, including police and fire, numerous violations of MDHHS indoor dining orders were observed, including:

1. Over 50% capacity indoors
2. Not observing 6 foot social distancing between dining groups
3. More than 6 patrons sitting at one table
4. Patrons allowed to stand and gather in common areas (bar area)

With the expiration date of June 30, 2021 approaching, alternate options for temporary COVID-19 outdoor dining standards for consideration by the Commission include the following:

1. Continue with expiration date of June 30, 2021
2. Modify with expiration date of August 31, 2021
3. Modify with a hybrid date (November 15, 2021) based on restaurant compliance with MDHHS orders as determined by City staff

The City will continue to monitor all restaurants to ensure that compliance with current State of Michigan Department of Health and Human Services orders. Any restaurant not in compliance may have their temporary outdoor dining revoked by the City. The City will investigate violations of MDHHS orders, document violations of MDHHS orders and report violations of MDHHS orders to that agency.

LEGAL REVIEW:

None

FISCAL IMPACT:

The fiscal impact will be determined by the course of action selected by the Commission. If the Commission chooses to extend the period of time that temporary COVID-19 outdoor dining platforms can remain in place, those platforms utilizing on-street parking spaces would represent lost revenue commensurate with parking meter fees. Additionally, if extended, those restaurants who have paid for their approved outdoor dining platforms (non COVID-19 dining decks) should have reimbursement consideration based on the amount of time of the extension.

SUMMARY:

The current resolution allowing for temporary COVID-19 outdoor dining standards is set to expire per resolution on June 30, 2021. The City has gone to great lengths to assist the business community to weather the COVID-19 pandemic, both financially and with the time and efforts of City staff. The City Commission has three options:

1. Take no action. The current City resolution allowing for temporary COVID-19 outdoor dining standards would expire on June 30, 2021.
2. Extend the current resolution allowing the temporary COVID-19 dining standards to a future date. It has been suggested that August 31, 2021 be the new proposed expiration date.
3. Modify the current COVID-19 outdoor dining standards resolution with a hybrid date of expiration (November 15, 2021) based upon individual restaurant compliance with MDHHS orders as determined by City staff.

ATTACHMENTS:

1. City Resolution # 05-073-20
2. City Commission Minutes of May, 11, 2020
3. City Resolution # 08-160-20
4. City Commission Minutes of August 24, 2020
5. City Resolution # 03-062-21

6. City Commission Minutes of March 8, 2021

SUGGESTED RESOLUTIONS:

Take no action

OR

To continue "Temporary COVID-19 Off-Season Outdoor Dining Standards" until August 31, 2021.

OR

Modify the current "Temporary COVID-19 Off-Season Outdoor Dining Standards" to include a hybrid date of expiration (November 15, 2021) based upon individual restaurant compliance with current MDHHS orders as determined by City staff.

RESOLUTION # OS-073-20

TEMPORARY COVID-19 OUTDOOR DINING STANDARDS

WHEREAS the novel coronavirus (COVID-19) is a respiratory disease that is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person;

WHEREAS the spread of COVID-19 has resulted in the State of Michigan declaring a State of Emergency under Section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, and the Emergency Powers of the Governor Act, 1945 PA 302, as amended, as evidenced in Executive Order 2020-4;

WHEREAS the City of Birmingham has activated their Emergency Operation Center to respond to the COVID-19 pandemic;

WHEREAS the City of Birmingham is committed to encouraging economic activity and assisting local businesses impacted by the COVID-19 pandemic to ease back into operation while containing the spread of COVID-19;

WHEREAS the City of Birmingham wishes to ensure that establishments permitted to open to the public have the ability to accommodate social distancing guidelines currently in force within the State of Michigan;

NOW THEREFORE BE IT RESOLVED, all food and drink establishments in existence as of the date of this resolution that hold a valid Outdoor Dining Permit and a License for Use of Public Property for outdoor dining, will be permitted to operate outdoor dining areas in accordance with the following Temporary COVID-19 standards through September 8, 2020:

1. Establishments may expand their outdoor dining area up to, but not exceeding, 200% of the previously approved area, if space permits;
2. Establishments with outdoor dining areas between buildings and the curblane may expand their outdoor dining area to extend across no more than 50% of neighboring storefronts that are not currently in use as food and/or drink establishments;
3. Establishments located on streets with speed limits of 25 mph or less and traffic volumes of less than 5000 cars per day may apply for the use of one or more on-street parking space(s) to expand their outdoor dining into the street without the use of an elevated platform;
4. Establishments located along vias may utilize a portion of the via adjacent to their building for the expansion of outdoor dining areas if there is not

sufficient space to expand along the street / sidewalk side of the restaurant;

5. All establishments seeking temporary changes in accordance with this resolution must submit an Administrative Approval application to the Planning Division, and include the following documents:
 - i) A plan view of the proposed outdoor dining area showing all fixtures and furnishings with all distances clearly marked for pedestrian paths and between seating;
 - ii) Proof of insurance to include coverage of the existing outdoor dining area and the area proposed for expansion; and
 - iii) A revised license agreement to include permission to use the existing and expanded outdoor dining area, if located on public property.

BE IT FURTHER RESOLVED, that all existing and expanded outdoor dining areas on both public and private property are required to alter the design and layout of tables, chairs, fixtures and enclosure systems to meet social distancing guidelines in effect and contain the spread of COVID19 as follows:

1. Reconfigure the layout of the entire outdoor dining area, to the maximum extent practical, to provide a minimum 6' clear pedestrian walking path adjacent to the dining area;
2. Reconfigure tables and chairs to allow seating for patrons only in accordance with social distancing guidelines in effect;
3. Remove all previously approved chairs and other seating that does not meet social distancing guidelines;
4. Install temporary signage to encourage compliance with social distancing guidelines;
5. Provide a temporary hand sanitizing station adjacent to the outdoor dining area; and
6. Provide a temporary service station outdoors that includes a trash receptacle and disinfecting wipes or other supplies for the cleaning of tables and chairs between patrons and of high touch points in the outdoor dining area.

BE IT FURTHER RESOLVED, that the City of Birmingham will waive all application fees, license and rental fees for the expanded portion of the outdoor dining area permitted by this resolution, including the use of both on street and off street right-of-ways and City owned property.

BE IT FURTHER RESOLVED, Except as herein specifically provided, all ordinances of the City of Birmingham in effect at the time of the issuance of this resolution, and as they may be subsequently amended, shall remain in force. Failure to comply with all the ordinances of the City may result in enforcement action and/or termination of an existing Special Land Use Permit.

I, Alexandria Bingham, City Clerk Designee, 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 _____, 2020.

Alexandria Bingham, City Clerk Designee

**BIRMINGHAM CITY COMMISSION
VIRTUAL MEETING MINUTES
MONDAY, MAY 11, 2020
7:30 P.M.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Pierre Boutros called the meeting to order at 7:30 P.M. with everyone reciting the Pledge of Allegiance.

II. ROLL CALL

Alexandria Bingham, City Clerk Designee, called the roll.

PRESENT: Mayor Boutros
Mayor Pro Tem Longe
Commissioner Baller
Commissioner Hoff
Commissioner Host
Commissioner Nickita
Commissioner Sherman

ABSENT: None

Administration: City Manager Valentine, Assistant City Manager Gunter, Finance Director Gerber, City Attorney Currier, Attorney Kucharek, Planning Director Ecker, DPS Director Wood, BSD Executive Director Tighe, City Engineer Johnson, Police Chief Clemence, Officer Grewe, IT Manager Brunk, Acting City Clerk Arft, City Clerk Designee Bingham.

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

ANNOUNCEMENTS:

- All city offices remain closed to the public. All departments are accessible via phone and email. Payments may be dropped off using the convenient drop box, located behind City Hall and accessible via the Police Department parking lot off Henrietta Street.
- The City has created a hotline to provide residents with information about City and County COVID19 resources. Elderly, quarantined and immuno-compromised individuals are encouraged to use the hotline to request assistance with essential

Mr. Stern commented that he has 35 years in the cemetery business and the report that he gave to Mr. Bloom was a report presented to the GCAB, suggesting that an independent auditor look at the staff analysis for reasonableness and the City Commission should have a neutral party look at the report presented by the City administration. He went on to say that, this is a typical "make or buy" decision.

Commissioner Hoff requested that since the contract would be reviewed for completeness, that the contractor identify as a cemetery services contractor in the agreement.

Commissioner Sherman withdrew the motion contingent on the second being withdrawn. Commissioner Nickita withdrew the second.

No action was taken on the suggested resolution and staff was directed to complete the contract language to move forward at a subsequent meeting.

05-073-20 COVID-19 ECONOMIC AND OPERATIONAL ASSISTANCE INITIATIVES

City Manager Valentine presented recommendations developed by the administration and staff to assist the residential and business community through the COVID-19 crisis.

1. Delaying invoicing and collection of special payments until January 2021
2. Waiving penalties on delinquent water and sewer bills, special assessment, and invoices rolled to taxes.
3. Waiving penalties on delinquent water and sewer bills through the end of the year.
4. Waiving fees for outdoor dining platforms.
5. Waiving fees for outdoor dining meter fees during the 2020 outdoor dining season.
6. Waiving annual fees for valet licenses.
7. Waiving liquor license renewal fees.
8. Waiving fees for temporary signage or eliminating temporary signage permits through the end of summer.
9. Waive e-check fees for online payments to encourage utilization as opposed to in-person visits.
10. Waive the field, park, and shelter rental fees for the current year to incentivize congregating with consideration to social distancing, if permitted.
11. Waive access fees to BS&A records to increase efficiencies and minimize physical contact at the Treasurer's office.
12. Keep on-street parking fees during the day, and eliminate on-street parking fees after 5P.M.
13. Waive parking structure fees for public use through September.
14. Waive parking structure permit fees through September.
15. Waive initial merchant license fee for the remainder of 2020.
16. Waive temporary structure permit fees to encourage businesses to accommodate social distancing.
17. Waiving pet license fees through the end of 2020.

Commissioner Baller asked City Manager Valentine to clarify the economic impact of each recommendation in terms of whether or not the funds would be recoverable over time to the City for each recommendation.

Commissioner Sherman expressed concern about the habitual abuse of rolling delinquent bills onto the tax roll and waiving penalties in those situations.

Commissioner Baller asked if Commissioner Sherman would be amenable to a reduction as opposed to a waiver.

Commissioner Sherman would be amenable to delaying tax roll transfers or roll delinquencies that occurred prior to the date of the Governors Executive Order and hold the rest until next year.

Commissioner Host asked for the percentage of residential delinquencies compared to commercial delinquencies. Finance Director Gerber did not have that information available.

Commissioner Nickita expressed that if the intent is to address the need of people affected by the current environment, then it would make sense for the City Commission to look at the timing recommended and put dates on the water and tax initiatives, thus eliminating previous offenders.

Mayor Boutros suggested limiting the water and tax recommendations to residents.

Commissioner Host agreed with Mayor Boutros.

Finance Director Gerber expressed that the ordinance did not differentiate between residential and commercial. The Commission would have to make the determination. He further offered that under ordinance, water and sewer bills must be delinquent six months prior to transferring to the tax roll. Therefore, the delinquencies in question did not occur after the emergency was declared.

Commissioner Sherman reminded everyone that the residential and business community are combined in this circumstance. He went on to say the initiatives before the City Commission is to help the people that were harmed by the COVID-19, and not reward the habitual abusers.

City Manager Valentine expressed that based on the abovementioned comments; the administration could come back with recommendations including effective dates that are more in line with the impact if that is the pleasure of the commission.

Commissioner Hoff agreed with City Manager Valentine.

Commissioner Baller affirmed that the community should be assisted, but the focus should be on those that are actually distressed by the situation.

Public Comment:

David Bloom suggested, because bistros are required to have outdoor dining, making it optional for bistros to install platforms for the 2020 dining season.

Mayor Boutros advised to Mr. Bloom that the City Commission have flexibility in dealing with each situation. He went on to advise that bistros are charged extra for the space that is used outside to expand capacity.

Commissioner Baller asked if signage standards would be relaxed. He also asked if anything displayed to date appeared to be egregious.

Planning Director Ecker explained that what is proposed would change the regulations according to the draft resolution included in the agenda packet. In response to the egregiousness of current displays, there are some signs that are larger and have been displayed longer than currently allowed. She assured everyone that permits would be required, to make sure social distancing is considered, but the fees would be waived.

Commissioner Sherman commented that he appreciates the gesture put forth for the park fee waiver; and expressed that he is not sure whom this would benefit.

Mayor Boutros expressed that if it does not hurt anyone; why not put forth the gesture.

Mayor Pro-Tem Longe felt it would benefit the individuals whom rent the Springdale shelter for gatherings.

Commissioner Hoff asked what the acronym BS&A represent. Finance Director Gerber explained that it is not an acronym but the name of the software used by the City for all financial transactions.

Commissioner Host applauded the efforts of the administration and staff to increase customer satisfaction.

In reference to the parking initiatives, Commissioner Hoff asked if mechanisms are in place to determine what effect this would have based on the potential for evening workers to use the metered parking.

Assistant City Manager Gunter expressed that on-street parking used by employees has not been a factor after 5 P.M.

Commissioner Nickita expressed the same concern, but would like to stay focused on the reason that short term metered parking is in place. He suggested that because on-street parking would be free, long-term users would park in short term spaces and could negatively

affect the existing parking concerns. He further stated that with parking along Maple St. eliminated, there are unforeseen consequences in terms of the short-term user.

City Manager Valentine expressed that designated spots are proposed for pick-ups and drop-off outside of retailers to accommodate the short-term visitor and would be discussed later in the presentation.

Mayor Pro-Tem Longe pointed out that item #12 is a two-part proposal.

Commissioner Baller suggested contacting Park Mobile for their input on this initiative. He went on to suggest signage in the parking structures to encourage social distancing.

Mayor Pro-Tem Longe suggested that signage related to social distancing would be appropriately posted on the elevators, which is the risk environment.

Commissioner Hoff suggested monitoring #14 to see how many people would be returning to work and how that would affect occupancy.

Commissioner Host reminded everyone that the current initiatives are mainly to assist the downtown businesses, and approximately 85% of the general fund is from residents; therefore, the next round of initiatives should mainly support residents.

Commissioner Sherman asked if there was information available on cities that use installment plans for property taxes.

City Manager Valentine did not have anything available, but assured the City Commission that it is under review.

Public Comment:

Andrew Haig, resident, expressed that the measures brought by the staff for relief was very impressive; he thanked everyone who worked on the initiatives.

David Bloom, resident, requested to speak about the Hunter House. He was asked to wait until public comment on matters not on the agenda.

City Manager Valentine presented initiatives to resume City operations:

1. Install hand sanitizer stations around the business district.
2. Install hand sanitizer stations in City parks.
3. Cleaning regimen of playground equipment, park furnishings, and bus shelters.
4. Allow curbside pickup in the business district.
5. Allow business to use City parks for classes to support social distancing.
6. Install Plexiglas partitions in municipal building and other City facilities to minimize public contact at counters.
7. Expand on-line service offerings.
8. Modifying outdoor dining area regulations to allow for social distancing.

9. ~~Closing designated streets in the evening to accommodate expanded on-street dining.~~²
10. Provide additional seating along the streets for restaurants to allow patrons to wait outside for carryout.
11. Increasing communications and promoting information about voting in upcoming elections to encourage absent voting for safety and convenience.

Commissioner Hoff asked, in reference to the revised temporary use regulations due to COVID-19, how would it work on Maple Street and allow for social distancing.

Planning Director Ecker expressed that Maple Street along the construction zone was not included in the plan, because there was not a path for it to work.

Commissioner Baller asked for an explanation for providing picnic tables to businesses. He went on to say that, he would prefer to purchase more of the furnishings that are in Shain Park, which are durable, attractive, and could be stored and used forever.

City Manager Valentine offered that in anticipation of a mid-May reopening, the surplus of picnic tables could be used until businesses redesigned their outdoor dining, again, to accommodate social distancing. However, now that there is more time until reopening, he agreed with Commissioner Baller that his solution is appropriate.

Commissioner Nickita added that the comments by City Manager Valentine are very important in considering the ramifications of the action; and while he supports assisting the businesses in reopening in the current environment, he advised the commissioners to proceed carefully.

Public Comment:

Mr. Henke expressed that he has been working with the business district and staff and would appreciate the City Commission giving direction to staff immediately so that everyone can begin mobilizing.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Host:
To approve the COVID-19 Economic Assistance Initiatives numbers 1, 4, 5, 6, 7, 8, 9, 10, 11, 12A, 13, 14, 15, 16, and 17.

And

COVID-19 Operational Initiatives number 1-8, 10, and 11 and adopt the resolutions for Temporary Outdoor Dining Standards, Temporary Signage Regulations, and Temporary Use Regulations.

Commissioner Nickita asked for clarification of the motion. City Manager Valentine clarified the motion and the suggested resolution.

² City Manager Valentine pulled this initiative until more clarity could be attained from the State Liquor Commission and the Michigan Municipal League.

Commissioner Baller asked how flexibility in the parking permit scenario outlined in number 14 of the Economic Assistance Initiatives played out in the resolution. He went further to ask if the City Commission was approving the resolution in concept and allowing the administration to apply flexibility as needed.

City Manager Valentine affirmed and added that if any significant changes arose, it would be brought back to the City Commission. He also anticipates these discussions to be on going as we move forward in the current environment.

Public Comment:

David Bloom, resident, commented on behalf of Paul Reagan that he is supportive of helping residents and business owners impacted by COVID-19, as well as the parking initiatives. He expressed that he is not supportive of spending to benefit wealthier, larger property owners, and developers.

ROLL CALL VOTE:	Ayes,	Commissioner Hoff Commissioner Host Commissioner Sherman Mayor Pro-Tem Longe Commissioner Baller Commissioner Nickita Mayor Boutros
	Nays,	None

BSD COVID-19 BUSINESS RELIEF INITIATIVES

Ingrid Tighe, BSD Executive Director presented this item.

- BSD has been acting as a conduit for information on Federal and State programs designed to help small businesses, such as the Paycheck Protection program.
- Helped facilitate focus groups with Congresswoman and State Representative.
- Active in working with Oakland County for grants and other relief available on a County level.
- Merchant meetings to provide construction updates and expectations for the next 30, 60, and 90 days.
- Identified essential services that the Birmingham Shopping District must continue in the next year.
- Developed relief initiatives for downtown businesses that were not identified as essential.
- BSD committees collaborated to insure relief efforts were successful.
- Identified over \$100,000 in budget to reallocate to COVID-19 relief efforts.
- Identified \$75,000 in budget to put aside for contingencies.
- Identified another \$225,000 that was set aside for construction assistance to help downtown businesses.
- Four committees using a 30, 90, and 180 day plan for business development and retention.

RESOLUTION # 08-160-20
TEMPORARY COVID-19 OFF-SEASON
OUTDOOR DINING STANDARDS

WHEREAS the novel coronavirus (COVID-19) is a respiratory disease that is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person;

WHEREAS the spread of COVID-19 has resulted in the State of Michigan declaring a State of Emergency under Section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, and the Emergency Powers of the Governor Act, 1945 PA 302, as amended, as evidenced in Executive Order 2020-99;

WHEREAS the City of Birmingham has activated their Emergency Operation Center to respond to the COVID-19 pandemic;

WHEREAS the City of Birmingham is committed to encouraging economic activity and assisting local businesses impacted by the COVID-19 pandemic to ease back into operation while containing the spread of COVID-19;

WHEREAS it is the intent of the City of Birmingham to assist establishments permitted to open to the public to expand into outdoor space to allow for the provision of the number of seats previously approved for their operation while also accommodating social distancing guidelines currently in force within the State of Michigan;

WHEREAS it is the intent of the City of Birmingham to continue to provide expanded outdoor dining options to assist food and drink establishments to navigate the challenges of the pandemic throughout the fall and winter months while also accommodating social distancing guidelines;

NOW THEREFORE BE IT RESOLVED, all food and drink establishments in existence as of October 1, 2020 will be permitted to operate off-season outdoor dining areas in accordance with the following Temporary COVID-19 standards from October 1, 2020 through March 31, 2021:

1. Establishments may add new outdoor dining areas or expand previously approved outdoor dining areas in order to add additional seating to compensate for lost interior seating as a result of COVID-19 related restrictions to accommodate social distancing and/or to allow for phased reopening;
2. The number of seats to be removed from the interior of the restaurant due to health guidelines is the maximum number that each establishment shall be permitted to add outdoors in the public right-of-way on the sidewalk, in the on-street parking zone, in a via and / or on private property;

3. Outdoor dining areas must commence adjacent to the establishment in accordance with Michigan Liquor Control Commission standards, and may extend out in front of neighboring establishments, or on abutting private property (with consent of the owner), as space permits;
4. Outdoor dining areas permitted temporarily in the off-season from October 1, 2020 through March 31, 2021 under this resolution may include the use of tents, coverings or other temporary structures with side enclosures to provide protection from the weather for the entire period that this resolution remains in effect;
5. All structures proposed temporarily during the off-season to enclose outdoor dining areas must meet all of the requirements listed in Exhibit A, and must be constructed and inspected under a valid building permit;
6. If a food and drink establishment is unable to provide or expand outdoor dining into the public right-of-way on the sidewalk, in the on-street parking zone, in a via or on private property and / or is unable to meet requirements (1) through (4) above in these locations, the City may permit other options for outdoor dining on a case by case basis if unique or mitigating circumstances exist.
7. All establishments seeking temporary changes in accordance with this resolution must obtain a building permit for all enclosure structures and submit an Administrative Approval application to the Planning Division, and include the following documents;
 - i) A plan view of the proposed outdoor dining area showing all fixtures and furnishings with all distances clearly marked for pedestrian paths and between seating;
 - ii) Proof of insurance to include coverage of the existing outdoor dining area and the area proposed for expansion; and
 - iii) A temporary license agreement, if located on public property.
 - iv) Documentation of any indoor heating equipment.

BE IT FURTHER RESOLVED, that all existing and expanded outdoor dining areas with or without enclosure structures on both public and private property are required to alter the design and layout of tables, chairs, fixtures and enclosure systems to meet social distancing guidelines in effect and contain the spread of COVID19 as follows:

1. Reconfigure the layout of the entire outdoor dining area, to the maximum extent practical, to provide a minimum 6' clear pedestrian walking path adjacent to the dining area;
2. Reconfigure tables and chairs to allow seating for patrons only in accordance with social distancing guidelines in effect;
3. Remove all previously approved chairs and other seating that does not meet social distancing guidelines;
4. Install temporary signage to encourage compliance with social distancing guidelines;
5. Provide a temporary hand sanitizing station adjacent to the outdoor dining area; and

6. Provide a temporary service station outdoors that includes a trash receptacle and disinfecting wipes or other supplies for the cleaning of tables and chairs between patrons and of high touch points in the outdoor dining area.

BE IT FURTHER RESOLVED, that the City of Birmingham will waive all application fees, permit fees, license and rental fees for the expanded portion of the outdoor dining area, any structures used to cover or enclose such outdoor dining areas permitted by this resolution, and any fees relating to the use of both on street and off street right-of-ways and City owned property.

BE IT FURTHER RESOLVED, Except as herein specifically provided, all ordinances of the City of Birmingham in effect at the time of the issuance of this resolution, and as they may be subsequently amended, shall remain in force. Failure to comply with all Federal and State laws and regulations and the ordinances of the City may result in enforcement action and/or termination of an existing Special Land Use Permit.

I, Alexandria Bingham, City Clerk Designee, 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 _____, 2020.

Alexandria Bingham, City Clerk Designee

Exhibit A
Requirements for all Temporary Off-Season
Outdoor Dining Tents and Structures

- Detailed plans and specifications shall be submitted for review and approval by the Fire and Community Development Departments.
- The tent/structure must be inspected and approved prior to use.
- All tents/structures must be flame resistant with certificate on site.
- Tents/structures must be properly anchored for the weather conditions, no stakes allowed.
- Aisles inside of tents/structures shall have a minimum width of 36 inches for up to 10 occupants and 44 inches for over 10 occupants.
- Clear Fire Department access must be maintained around all tents and temporary structures.
- Tents/structures may not obstruct fire hydrants or fire sprinkler connections on buildings.
- No smoking is permitted in any tent/structure. Signs are to be posted.
- No open flame or other devices emitting flame, or fire are permitted in any tents/structures. Cooking devices shall not be permitted within 20 feet of the tents/structures.
- All cords, hoses, etc. shall be matted to eliminate trip hazards.
- All exit openings shall be egress compliant.
 - ✓ Curtains shall be free sliding on a metal support not less than 80 inches above floor level. The curtain shall be arranged so when open, no part of the curtain obstructs the exit. Curtains shall be of color, or colors, that contrasts with the color of the tent/structure.
 - ✓ Doors shall swing in the direction of egress with an opening force not to exceed 15 pounds.
- Exits must be clearly marked within tents/structures.
- Two means of egress shall be provided for an occupant load of 10 to 199 people, with a minimum egress width of 72 inches for tents, 36 inches for membrane structures.
- Exits shall be spaced at approximately equal intervals around the perimeter of the structure.
- The means of egress shall be illuminated at all times.

- Heating equipment must be listed and approved for indoor use, and comply with the International Fire Code, International Fuel Gas Code, the International Mechanical Code, and shall be approved by the Fire Marshal and Mechanical Inspector. Documentation must be submitted for review and approval.
- Heating equipment shall not be located within 10 feet of exits and must be installed per the manufacturer's recommendations including clearance to combustibles.
- LP-Gas cannot be stored inside the tent/structure or adjacent buildings.
- Portable fire extinguishers with a minimum rating of 2A, 10BC shall be installed inside all tent/structures.
- Carbon Monoxide detectors shall be installed in all tents/structures.

BIRMINGHAM CITY COMMISSION VIRTUAL MEETING MINUTES
AUGUST 24, 2020
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

Watch the entire meeting at: vimeo.com/event/3470/videos/448736187

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor called the meeting to order with the Pledge of Allegiance at 7:30 p.m.

II. ROLL CALL

Alexandria Bingham, City Clerk Designee, called the roll:

PRESENT:

Mayor Boutros
Mayor Pro-Tem Longe
Commissioner Baller
Commissioner Hoff
Commissioner Host
Commissioner Nickita
Commissioner Sherman

ABSENT:

None

Administration: City Manager Valentine, Planning Director Ecker, Assistant Planning Engineer Cowan, Commander Grewe, IT Manager Brunk, City Clerk Designee Bingham

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

ANNOUNCEMENTS:

- All city offices remain closed to the public. All departments are accessible via phone and email. Payments may be dropped off using the convenient drop box, located behind City Hall and accessible via the Police Department parking lot off Henrietta Street.
- 2020 Summer property taxes are due Monday, August 31, 2020 and must be received in the Treasurer's Office by that date to avoid a penalty. Due to COVID, mail delivery service is very slow and unpredictable, therefore, the Treasurer's Office recommends that you either drop off your payment in the drop box located behind City Hall or pay on-line using the Pay My Property Taxes quick link located on the City's website homepage. If you pay on-line, you can use a credit card and pay a 3% convenience fee or use the free e-check option. You can also use this link to check on the status of your payment with the City.
- The Baldwin Library is open to the public. Building capacity is limited, and people are asked to limit their stay to 45 minutes. Public computer use is restricted to 30 minutes. Masks and social distancing are required. The Library is open on its regular schedule, seven days a week, and is also offering Curbside Pickup service to patrons during limited hours, which are listed on the Library's website.
- We encourage everyone to sign up for our email distribution system to receive the latest information from the City. You can do this by going to our website and clicking on the box in the lower right corner of your screen to sign up.
- The Clerk's office would like to remind voters to turn in an absentee ballot applications if they wish to vote by mail for the November 3, 2020 General Election. To review your

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve the installation of Dismount Zone signs at the border of the Central Business District
and at the City bike station in Shain Park.

ROLL CALL VOTE: Ayes, Commissioner Sherman
Commissioner Nickita
Commissioner Hoff
Commissioner Host
Mayor Pro-Tem Longe
Commissioner Baller
Mayor Boutros
Nays, None

08-160-20 TEMPORARY COVID-19 OFF-SEASON OUTDOOR DINING STANDARDS

City Manager Valentine presented an overview of the existing conditions and Planning Director Ecker presented the details of this item.

Mayor Boutros iterated that this is essentially an extension of what had been approved early in the outdoor dining season to help the establishments in the face of COVID-19.

Commissioner Baller noted that there have been changes since the initial approval, and expressed concern about an unfair advantage granted to Bistros.

Planning Director Ecker confirmed that the extension allows enclosures to support inclement weather, and the establishments are monitored for compliance. She further clarified that the benefit is extended to all establishments not just Bistros and there are no outdoor bars.

Commissioner Hoff asked the following:

- Restrictions on the material used for enclosures.
- Clarification of an Igloo.
- How would enclosures differ from dining inside in terms of exposure risk to the virus?
- How would the City be impacted if COVID-19 restrictions are lifted sooner than anticipated?
- Would there be a benefit to extending the measure until the end of the year and revisit the issue at that time if needed.

Planning Director Ecker replied:

- All enclosures must meet existing building and fire codes.
- Igloos are freestanding structures typically shaped in a dome. The existing building code does not provide for this type of structure.
- Enclosed expansions provide opportunities for establishments to practice appropriate social distancing and retain capacity.
- The City Commission can rescind resolutions for temporary assistance.

City Manager Valentine added that a time limit would be a barrier for the establishments.

Mayor Pro-Tem Longe asked would the approval process be consistent between enclosures and structures.

Planning Director Ecker affirmed that it would and the existing building and fire codes would prevail.

Commissioner Host asked for clarification of how these measures are being monitored.

Planning Director Ecker explained that it is a collaboration between the building department, code enforcement, and the police department to monitor compliance.

Commissioner Sherman noted that the intent is to provide the downtown businesses opportunities to succeed in the current environment. Enclosures are optional for individual business owners.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita: To adopt the Temporary COVID-19 Off-Season Outdoor Dining Standards, to take effect October 1, 2020 as amended.

Public Comment

Mr. Hencke commented on:

- Economic survival of all of the restaurants.
- Capital outlay for the establishments.
- Oversight provided by the Michigan Liquor Control Commission and the State Health Department.

Commission Nickita expressed that due to the moving parts involved that many would not participate in the measure, but the City must present an opportunity for success.

Mayor Pro-Tem Longe asked the Commission to address Mr. Hencke's concern about adjacent establishments.

City Manager Valentine affirmed that discussions are ongoing with respect to the Michigan Liquor Control Commission to comply with their regulations, and suggested an amendment to the resolution to include MLCC compliance.

City Attorney Currier confirmed that the City is controlled by the MLCC rules.

ROLL CALL VOTE: Ayes,	Commissioner Sherman
	Commissioner Nickita
	Commissioner Host
	Mayor Pro-Tem Longe
	Commissioner Baller
	Commissioner Hoff
	Mayor Boutros
Nays,	None

08-161-20 PARKING IN THE FIVE MUNICIPAL GARAGES

Assistant City Manager Gunter presented this item.

Commissioner Hoff asked for clarification on total lost revenue due to the pandemic, and the change of fee for permit holders.

RESOLUTION # 03-062-21
**REVISED TEMPORARY COVID-19 OFF-SEASON
OUTDOOR DINING STANDARDS**

WHEREAS the novel coronavirus (COVID-19) is a respiratory disease that is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person;

WHEREAS the spread of COVID-19 has resulted in the State of Michigan declaring a State of Emergency under Section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, and the Emergency Powers of the Governor Act, 1945 PA 302, as amended, as evidenced in Executive Order 2020-99;

WHEREAS the City of Birmingham has activated their Emergency Operation Center to respond to the COVID-19 pandemic;

WHEREAS the City of Birmingham is committed to encouraging economic activity and assisting local businesses impacted by the COVID-19 pandemic to ease back into operation while containing the spread of COVID-19;

WHEREAS it is the intent of the City of Birmingham to assist establishments permitted to open to the public to expand into outdoor space to allow for the provision of the number of seats previously approved for their operation while also accommodating social distancing guidelines currently in force within the State of Michigan;

WHEREAS it is the intent of the City of Birmingham to continue to provide expanded outdoor dining options to assist food and drink establishments to navigate the challenges of the pandemic throughout ~~the fall and winter months~~ **the Spring** while also accommodating social distancing guidelines;

NOW THEREFORE BE IT RESOLVED, all food and drink establishments in existence as of ~~October 1, 2020~~ **March 31, 2021** will be permitted to operate off-season outdoor dining areas in accordance with the following Temporary COVID-19 standards from ~~October 1, 2020 through March 31, 2021~~ **March 31, 2021 through June 30, 2021**:

1. Establishments may add new outdoor dining areas or expand previously approved outdoor dining areas in order to add additional seating to compensate for lost interior seating as a result of COVID-19 related restrictions to accommodate social distancing and/or to allow for phased reopening;
2. The number of seats to be removed from the interior of the restaurant due to health guidelines is the maximum number that each establishment shall be permitted to add outdoors in the public right-of-way on the sidewalk, in the on-street parking zone, in a via and / or on private property;
3. Outdoor dining areas must commence adjacent to the establishment in accordance with Michigan Liquor Control Commission standards, and may extend out in front of neighboring establishments, or on abutting private property

BE IT FURTHER RESOLVED, that the City of Birmingham will waive all application fees, license and/or rental fees for the temporary use of public or private property outdoors permitted by this resolution.

BE IT FURTHER RESOLVED, Except as herein specifically provided, all ordinances of the City of Birmingham in effect at the time of the issuance of this resolution, and as they may be subsequently amended, shall remain in effect. Failure to comply with all the ordinances of the City may result in enforcement action and/or termination of an existing Special Land Use Permit.

I, Alexandria Bingham, City Clerk Designee, of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on March 8, 2021

Alexandria Bingham, City Clerk Designee

Birmingham City Commission Minutes

March 8, 2021

7:30 P.M.

Virtual Meeting

Meeting ID: 655 079 760

Vimeo Link: <https://vimeo.com/event/3470/videos/515580935/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandra Bingham, City Clerk, called the roll.

Present: Mayor Boutros (location: Birmingham, MI)
Mayor Pro Tem Longe (location: Birmingham, MI)
Commissioner Baller (location: Birmingham, MI)
Commissioner Hoff (location: Birmingham, MI)
Commissioner Host (location: Birmingham, MI)
Commissioner Nickita (location: Birmingham, MI)
Commissioner Sherman (location: Birmingham, MI)

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Police Chief Clemence, City Attorney Kucharek, Planning Director Ecker, Finance Director Gerber, Interim HR Director/Assistant City Manager Hock, Building Official Johnson, City Attorney Kucharek, Deputy Treasurer Todd

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

Announcements

- Happy Birthday Commissioner Baller

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

Brief updates were provided by County Commissioner Chuck Moss.

V. CONSENT AGENDA

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

To adopt a policy relative to the review and granting of poverty exemption by the City and the updated Hardship Application.

ROLL CALL VOTE: Ayes, Commissioner Sherman
 Mayor Pro Tem Longe
 Commissioner Baller
 Commissioner Host
 Commissioner Nickita
 Commissioner Hoff
 Mayor Boutros

Nays, None

03-061-21 Emergency Repair Invoice Authorization for the Chester Street Parking Structure

The Commission had no comment on the item.

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe:
To approve the October 21, 2020 invoice in the amount of \$9,360 and approval of the City Manager authorized emergency repair of the Chester Street Parking structure elevator agreements in the amount of \$11,611.

ROLL CALL VOTE: Ayes, Commissioner Sherman
 Mayor Pro Tem Longe
 Commissioner Baller
 Commissioner Host
 Commissioner Nickita
 Commissioner Hoff
 Mayor Boutros

Nays, None

03-062-21 Continuation of COVID-19 Business Relief

Interim HR Director/Assistant City Manager Hock reviewed the item..

Commissioner Host said he would be fine with the proposed motion as long as the gate remained down at the structures so the City could collect more data on the parking structures' use.

Commissioner Sherman said that while he valued the need for data, the revenue report included as part of this item in the agenda packet sufficiently demonstrated the current dearth of use of the City's parking system.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To continue the Revised Temporary Signage Regulations due to COVID-19, to continue the Revised Temporary COVID-19 Off-Season Outdoor Dining Standards, and to waive parking fees charged for monthly permit parking holders and all other fees in all parking structures until June 30, 2021. All parking

fees including but not limited to monthly permit parking fees and gate fees shall resume effective July 1, 2021.

PD Ecker confirmed for Mayor Pro Tem Longe that the regular outdoor dining standards would resume on July 1, 2021. PD Ecker confirmed for Commissioner Nickita that the Planning Board would be adding year-round outdoor seating options to their action list.

Commissioner Baller noted that the discussion after the motion was made should pertain specifically to the motion. Regarding the motion, he said he was comfortable with the first two parts but not comfortable with the third. He said it would lead to the City foregoing too much money in parking fees especially when the state might be much more open by July 1, 2021. He also said that allowing the third part of the motion did not sufficiently address the ongoing issue of the lengthy permit parking waiting list.

Public Comment

John Henke spoke as an attorney for a number of Birmingham restaurants. He said that ending the Covid-19 business relief provisions on June 30, 2021 was shortsighted and contrary to what other local municipalities were doing. He recommended that the provisions be extended at least through Fall 2021, if not through the beginning of 2022.

Interim HR Director/Assistant City Manager Hock advised the Commission that they could elect to further extend these provisions at any point if they so choose.

ROLL CALL VOTE: Ayes, Mayor Pro Tem Longe
 Commissioner Sherman
 Commissioner Nickita
 Commissioner Hoff
 Mayor Boutros

 Nays, Commissioner Baller
 Commissioner Host

Commission Discussion on items from prior meetings.

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.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

A. Temporary COVID-19 Outdoor Dining Resolution

Mayor Boutros acknowledged the City's receipt of the February 25, 2021 letter from Edward A. Fuller that was included in the evening's agenda packet.

Commissioner Host said he has been very disappointed to see certain Birmingham restaurants extend their outdoor seating to be in front of adjacent businesses without speaking to the other businesses' owners.

Commissioner Hoff asked if there was a way for the Commission to encourage restaurants to come to agreements regarding outdoor seating in front of their neighbors' businesses.



MEMORANDUM

Finance Department

DATE: April 30, 2021
TO: Thomas M. Markus, City Manager
FROM: Mark Gerber, Director of Finance/Treasurer
SUBJECT: Third Quarter Financial Reports

Background

Chapter 7, section 3(b) of the City charter requires the Director of Finance to report on the condition of the City quarterly. Quarterly reports are prepared for the first 3 quarters of the year with the annual audit serving as the 4th quarter report. Only the following funds are reported quarterly because by state law they require a budget: General Fund, Greenwood Cemetery Perpetual Care Fund, Major and Local Street Funds, Solid Waste Fund, Community Development Block Grant Fund, Law and Drug Enforcement Fund, Baldwin Public Library Fund, Principal Shopping District Fund, Brownfield Redevelopment Authority Fund, Triangle District Corridor Improvement Authority Fund, and the Debt Service Fund.

Overview

Attached is the third quarter 2020-2021 fiscal year financial reports. The reports compare budget to actual for the current fiscal year and the prior fiscal year for the same quarter. This allows comparisons between fiscal years as well as percentage of budget received/spent for the year. The budget categories used for each fund are the same ones approved by the Commission when they adopted the budget. Budget discussions that follow will focus on each fund individually.

At this point, 75% of the fiscal year has lapsed.

General Fund

Year-to-date revenues are approximately \$840,000 higher than the previous year as a result of an increase Taxes of approximately \$800,000, an increase in Licenses and Permits of \$225,000 and an increase in Intergovernmental revenue of approximately \$480,000. This was the result of an increase in taxable value, an increase in building permit revenue, and COVID related grant revenue. These revenue increases were partially offset by a decrease in charges for services of approximately \$375,000, fines and forfeitures of \$120,000, and interest and rent of \$140,000. The decrease in charges for services is mostly related to lost revenue due to COVID restrictions on special events and ice arena operations. The decrease in fines and forfeitures are due to a decrease in parking ticket and 48th District Court revenue. The decrease in interest and rent is the result of a decrease in interest rates. Based on current projections, General Fund revenue is anticipated to be approximately \$1.5M below budget due to recreation, 48th District Court, parking ticket, and interest revenue shortages. However, there is approximately \$500,000 in grant reimbursement requests to FEMA that are not included in the projection because it is unknown when the City will receive these funds.

Total current year-to-date expenditures for the General Fund are higher than the prior year by approximately \$1,758,000 or 7%. Engineering and Public Services and Public Safety are approximately \$1,000,000 higher than the prior year each. Engineering and Public Services are higher due to sidewalk construction costs related to Maple Road. Public Safety costs are higher than the prior year due to wages and related costs. Based on current projections, there should be sufficient expenditure savings to offset the revenue shortages mentioned above. A more comprehensive analysis will be completed when the 4th quarter budget amendment is prepared.

Greenwood Cemetery Perpetual Care Fund

Cemetery revenues are similar to the prior year. No expenditures have been made so far this fiscal year.

Major Street Fund

Total revenues are approximately \$800,000 less than the prior year as a result of lower budgeted transfers from the General Fund.

Overall expenditures are \$915,000 higher than the previous year as a result of the Maple Road project. Maintenance costs are lower due to street light painting in the prior year.

Local Street Fund

Total revenues for the year are approximately \$500,000 higher than the prior year due to higher budgeted transfers from the General Fund.

Total expenditures are approximately \$1,200,000 less than the prior year mainly as a result of construction and maintenance expenditures in the prior year as a result of street work in the Quarton Lake area and cape seal maintenance.

Solid Waste Fund

Revenues are approximately \$100,000 higher than the previous year as a result of higher property tax revenue.

Expenditures are approximately the same as the prior fiscal year.

Brownfield Redevelopment Authority Fund

Revenues are approximately the same as the prior year.

Expenditures for the current fiscal year are less than the prior year due to reimbursements being paid out in April rather than March like the prior year.

Principal Shopping District

Both revenues and expenditures are slightly lower than the prior fiscal year due to fewer special events.

Community Development Block Grant Fund

CDBG are lower in the current year, because the City has not received authorization from the county to spend program year 2020-2021 funds yet.

Triangle District Corridor Improvement Authority

Development opportunities are ongoing with private land owners and developers in the Triangle District.

Law and Drug Enforcement Fund

Expenditures are higher in the prior fiscal year as a result of the purchase of the Watchguard video system for the patrol vehicles.

Baldwin Library

Revenue has increased approximately \$300,000. This is the result of an increase in the property tax revenue and the timing of a payment from a contract municipality.

Expenditures are lower than the prior fiscal year as a result of construction activity in 2019-2020. Expenditures are at 84% due to construction costs in the beginning of the fiscal year.

Debt Service Fund

Revenues and expenditures are slightly lower as a result of scheduled debt service costs for the year compared to the previous year. Expenditures are at 100% spent for the year as a result of all debt service for the year being paid by March.

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 GENERAL FUND
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	3,260,276	-	0%	2,704,512	-	0%
TAXES	26,948,810	26,949,763	100%	26,114,630	26,132,004	100%
LICENSES AND PERMITS	2,774,960	2,020,793	73%	3,053,720	1,795,610	59%
INTERGOVERNMENTAL	2,165,630	1,975,739	91%	2,157,650	1,492,661	69%
CHARGES FOR SERVICES	3,322,020	2,033,811	61%	3,414,670	2,411,095	71%
FINES AND FORFEITURES	1,799,110	565,994	31%	1,776,140	688,065	39%
INTEREST AND RENT	647,690	281,210	43%	621,090	427,027	69%
OTHER REVENUE	571,730	109,554	19%	418,820	75,604	18%
TRANSFERS IN	100,000	75,000	75%	200,000	150,000	75%
TOTAL REVENUES	<u>41,590,226</u>	<u>34,011,864</u>	<u>82%</u>	<u>40,461,232</u>	<u>33,172,066</u>	<u>82%</u>
EXPENDITURES:						
GENERAL GOVERNMENT	6,505,118	4,182,800	64%	6,081,847	3,788,494	62%
PUBLIC SAFETY	15,248,352	11,351,294	74%	14,410,218	10,299,968	71%
COMMUNITY DEVELOPMENT	3,265,849	1,887,437	58%	3,345,835	2,233,807	67%
ENGINEERING AND PUBLIC SERVICES	8,112,033	5,001,991	62%	8,573,743	3,906,628	46%
TRANSFERS OUT	8,458,840	6,264,104	74%	7,819,879	6,700,856	86%
TOTAL EXPENDITURES	<u>41,590,192</u>	<u>28,687,626</u>	<u>69%</u>	<u>40,231,522</u>	<u>26,929,753</u>	<u>67%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 GREENWOOD CEMETERY FUND
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
CHARGES FOR SERVICES	60,000	37,616	63%	80,000	31,442	39%
INTEREST AND RENT	22,000	22,723	103%	16,800	15,937	95%
TRANSFERS IN	<u>-</u>	<u>-</u>	0%	<u>-</u>	<u>-</u>	0%
TOTAL Revenues	<u>82,000</u>	<u>60,339</u>	74%	<u>96,800</u>	<u>47,379</u>	49%
EXPENDITURES:						
OTHER CONTRACTUAL SERVICE	<u>20,000</u>	<u>-</u>	0%	<u>20,000</u>	<u>-</u>	0%
TOTAL EXPENDITURES	<u>20,000</u>	<u>-</u>		<u>20,000</u>	<u>-</u>	

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 MAJOR STREETS
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	2,856,008	-	0%	2,815,400	-	0%
INTERGOVERNMENTAL	1,641,450	925,619	56%	1,457,100	883,603	61%
INTEREST AND RENT	43,500	39,405	91%	40,950	50,072	122%
OTHER REVENUE	-	1,250	0%	-	125,432	0%
TRANSFERS IN	<u>2,000,000</u>	<u>1,500,000</u>	75%	<u>2,746,000</u>	<u>2,164,000</u>	79%
 TOTAL REVENUES	 <u>6,540,958</u>	 <u>2,466,274</u>	 <u>38%</u>	 <u>7,059,450</u>	 <u>3,223,107</u>	 <u>46%</u>
EXPENDITURES:						
ADMINISTRATIVE	20,900	16,588	79%	20,510	16,255	79%
TRAFFIC CONTROLS & ENGINEERING	628,968	488,158	78%	906,609	147,234	16%
CONSTRUCTION OF ROADS & BRIDGES	4,623,773	2,052,424	44%	4,984,101	1,355,979	27%
MAINTENANCE OF ROADS & BRIDGES	488,011	134,099	27%	416,989	205,982	49%
STREET CLEANING	219,590	102,647	47%	163,170	113,116	69%
STREET TREES	271,206	175,693	65%	266,271	171,744	64%
SNOW AND ICE REMOVAL	<u>288,510</u>	<u>113,188</u>	39%	<u>301,800</u>	<u>157,424</u>	52%
 TOTAL EXPENDITURES	 <u>6,540,958</u>	 <u>3,082,797</u>	 <u>47%</u>	 <u>7,059,450</u>	 <u>2,167,734</u>	 <u>31%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 LOCAL STREETS
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	-	-	0%	1,679,975	-	0%
INTERGOVERNMENTAL	670,450	376,134	56%	592,300	359,076	61%
INTEREST AND RENT	29,600	15,945	54%	26,460	21,373	81%
OTHER REVENUE	197,460	66,356	34%	395,120	171,281	43%
TRANSFERS IN	<u>3,000,000</u>	<u>2,250,000</u>	75%	<u>2,000,000</u>	<u>1,666,667</u>	83%
 TOTAL REVENUES	 <u>3,897,510</u>	 <u>2,708,435</u>	 <u>69%</u>	 <u>4,693,855</u>	 <u>2,218,397</u>	 <u>47%</u>
EXPENDITURES:						
ADMINISTRATIVE	29,490	23,054	78%	28,980	22,608	78%
TRAFFIC CONTROLS & ENGINEERING	65,300	40,932	63%	70,790	48,521	69%
CONSTRUCTION OF ROADS & BRIDGES	1,501,810	526,710	35%	1,626,103	1,344,884	83%
MAINTENANCE OF ROADS & BRIDGES	940,017	290,419	31%	1,163,443	727,901	63%
STREET CLEANING	253,330	135,403	53%	186,190	124,324	67%
STREET TREES	552,733	419,900	76%	528,299	404,379	77%
SNOW AND ICE REMOVAL	<u>176,530</u>	<u>99,535</u>	56%	<u>170,030</u>	<u>102,193</u>	60%
 TOTAL EXPENDITURES	 <u>3,519,210</u>	 <u>1,535,953</u>	 <u>44%</u>	 <u>3,773,835</u>	 <u>2,774,810</u>	 <u>74%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 SOLID WASTE
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	202,233	-	0%	95,840	-	0%
TAXES	2,042,500	2,046,711	100%	1,935,000	1,939,927	100%
INTERGOVERNMENTAL	4,110	3,994	97%	4,200	4,113	98%
CHARGES FOR SERVICES	17,000	13,137	77%	18,000	13,193	73%
INTEREST AND RENT	30,000	10,678	36%	31,820	21,720	68%
OTHER REVENUE	-	45	0%	-	78	0%
	<u>-</u>	<u>45</u>		<u>-</u>	<u>78</u>	
TOTAL REVENUES	<u>2,295,843</u>	<u>2,074,565</u>	<u>90%</u>	<u>2,084,860</u>	<u>1,979,031</u>	<u>95%</u>
EXPENDITURES:						
PERSONNEL COSTS	190,050	152,446	80%	187,380	152,701	81%
SUPPLIES	28,000	6,917	25%	12,000	2,108	18%
OTHER CHARGES	2,077,793	1,382,604	67%	1,869,480	1,273,185	68%
CAPITAL OUTLAY	-	-	0%	16,000	10,757	67%
	<u>-</u>	<u>-</u>		<u>16,000</u>	<u>10,757</u>	
TOTAL EXPENDITURES	<u>2,295,843</u>	<u>1,541,967</u>	<u>67%</u>	<u>2,084,860</u>	<u>1,438,751</u>	<u>69%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 BROWNFIELD REDEVELOPMENT FUND
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	-	-	0%	7,500	-	0%
TAXES	287,300	264,870	92%	264,870	264,870	100%
CHARGES FOR SERVICES	-	-	0%	1,500	-	0%
INTEREST AND RENT	2,000	1,117	56%	11,340	2,051	18%
OTHER REVENUE	20,000	9,227	46%	20,000	-	0%
TRANSFERS IN	-	-	0%	-	-	0%
	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
TOTAL REVENUES	<u>309,300</u>	<u>275,214</u>	<u>89%</u>	<u>305,210</u>	<u>266,921</u>	<u>87%</u>
EXPENDITURES	<u>307,300</u>	<u>56,562</u>	<u>18%</u>	<u>299,280</u>	<u>238,933</u>	<u>80%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 PRINCIPAL SHOPPING DISTRICT
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	247,280	-	0%	113,700	-	0%
INTERGOVERNMENTAL	-	58,778	0%	-	-	0%
CHARGES FOR SERVICES	25,000	25,000	100%	150,000	150,000	100%
SPECIAL ASSESSMENTS	1,054,970	1,008,094	96%	1,054,970	976,126	93%
INTEREST AND RENT	13,700	6,712	49%	13,700	5,434	40%
OTHER REVENUE	<u>190,000</u>	<u>6,340</u>	3%	<u>190,000</u>	<u>188,002</u>	99%
 TOTAL REVENUES	 <u>1,530,950</u>	 <u>1,104,924</u>	 <u>72%</u>	 <u>1,522,370</u>	 <u>1,319,562</u>	 <u>87%</u>
 EXPENDITURES	 <u>1,530,950</u>	 <u>911,072</u>	 <u>60%</u>	 <u>1,522,370</u>	 <u>1,026,539</u>	 <u>67%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 COMMUNITY DEVELOPMENT BLOCK GRANT
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
INTERGOVERNMENTAL REVENUE	<u>36,100</u>	<u>4,103</u>	<u>11%</u>	<u>57,299</u>	<u>750</u>	<u>1%</u>
EXPENDITURES	<u><u>36,100</u></u>	<u><u>4,103</u></u>	<u><u>11%</u></u>	<u><u>57,299</u></u>	<u><u>22,950</u></u>	<u><u>40%</u></u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	-	-	0%	-	-	0%
PROPERTY TAXES	-	-	0%	-	-	0%
INTEREST AND RENT	<u>470</u>	<u>167</u>	36%	<u>470</u>	<u>234</u>	50%
TOTAL REVENUES	<u>470</u>	<u>167</u>	<u>36%</u>	<u>470</u>	<u>234</u>	<u>50%</u>
EXPENDITURES	<u>-</u>	<u>-</u>	<u>0%</u>	<u>-</u>	<u>-</u>	<u>0%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 LAW & DRUG ENFORCEMENT FUND
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	-	-	0%	61,760	-	0%
FINES & FORFEITURES	25,000	32,050	128%	35,000	37,212	106%
OTHER REVENUE	-	-	0%	-	1,725	0%
INTEREST AND RENT	<u>1,300</u>	<u>886</u>	68%	<u>1,100</u>	<u>1,170</u>	106%
 TOTAL REVENUES	 <u>26,300</u>	 <u>32,936</u>	 <u>125%</u>	 <u>97,860</u>	 <u>40,107</u>	 <u>41%</u>
EXPENDITURES:						
PUBLIC SAFETY	2,840	-	0%	-	-	0%
CAPITAL OUTLAY	<u>-</u>	<u>-</u>	0%	<u>97,860</u>	<u>97,854</u>	100%
 TOTAL EXPENDITURES	 <u>2,840</u>	 <u>-</u>	 <u>0%</u>	 <u>97,860</u>	 <u>97,854</u>	 <u>100%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 BALDWIN LIBRARY
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	-	-	0%	1,677,170	-	0%
TAXES	3,541,640	3,531,521	100%	3,370,950	3,385,823	100%
INTERGOVERNMENTAL	1,050,320	698,429	66%	1,029,190	469,808	46%
CHARGES FOR SERVICES	62,800	5,338	9%	81,150	48,648	60%
INTEREST AND RENT	52,000	16,690	32%	52,290	43,404	83%
OTHER REVENUE	-	-	0%	-	-	0%
	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>	
TOTAL REVENUES	<u>4,706,760</u>	<u>4,251,978</u>	<u>90%</u>	<u>6,210,750</u>	<u>3,947,683</u>	<u>64%</u>
EXPENDITURES	<u>4,025,350</u>	<u>3,366,699</u>	<u>84%</u>	<u>6,210,750</u>	<u>4,267,513</u>	<u>69%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 DEBT SERVICE FUND
 QUARTER ENDED: MARCH 31, 2021 AND MARCH 31, 2020
 % OF FISCAL YEAR COMPLETED: 75%

	2020-2021			2019-2020		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
INTERGOVERNMENTAL						
REVENUES:						
USE OF FUND BALANCE	-	-	0%	-	-	0%
TAXES	1,548,450	1,547,115	100%	1,609,500	1,609,439	100%
INTERGOVERNMENTAL	3,300	3,292	100%	3,660	3,370	92%
INTEREST AND RENT	<u>3,000</u>	<u>214</u>	7%	<u>2,990</u>	<u>4,035</u>	135%
TOTAL REVENUES	<u>1,554,750</u>	<u>1,550,621</u>	<u>100%</u>	<u>1,616,150</u>	<u>1,616,844</u>	<u>100%</u>
EXPENDITURES	<u>1,549,250</u>	<u>1,548,880</u>	<u>100%</u>	<u>1,610,300</u>	<u>1,609,895</u>	<u>100%</u>



MEMORANDUM

Finance Department

DATE: April 27, 2021
TO: Thomas M. Markus, City Manager
FROM: Mark Gerber, Director of Finance/Treasurer
SUBJECT: March 2021 Investment Report

Public Act 213 of 2007 requires investment reporting on the City's general investments to be provided to the City Commission on a quarterly basis. This information is also required to be provided annually, which the City has and will continue to include within the audited financial statements.

General investments of the City are governed by state law and the City's General Investment Policy approved by the City Commission. The services of an outside investment advisor are utilized to assist the treasurer in determining which types of investments are most appropriate and permitted under the investment policy, maximize the return on the City's investments within investment policy constraints and provide for cash flow needs.

The two primary objectives for investment of City funds are the preservation of principal and liquidity to protect against losses and provide sufficient funds to enable the City to meet all operating requirements that might be reasonably anticipated. Investment activities include all City funds except the retirement and retiree health-care funds as follows:

- General Fund
- Permanent Funds
- Special Revenue Funds
- Capital Projects Fund
- Enterprise Funds
- Debt Service Funds
- Component Unit Funds
- Internal Service Funds

Overall, the City has \$84.1 million invested in various securities according to its general investment policy as of March 31, 2021.

The City has two pooled funds (CLASS Pool and J-Fund), which are used to meet payroll, contractor and other accounts payable needs. As indicated on the attached schedule, there is approximately \$6.8 million invested in pooled funds at the end of March. A maximum of 50% of the portfolio may be invested in pooled funds that meet state guidelines. The amount currently invested in pooled funds is 8%.

The City also holds approximately \$24.4 million, or 29%, of its investments in treasury notes and bills, which are obligations of the United States. The maximum amount of investments that may be held in government securities is 100%.

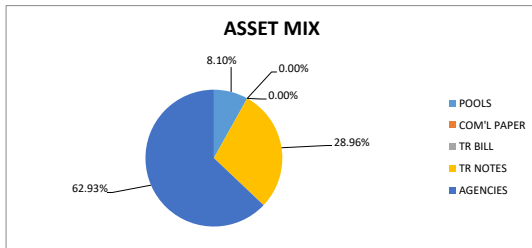
Investments in federal agencies total approximately \$52.9 million, or 63%, of the City's investments. The maximum amount of the portfolio that may be invested in federal agencies is 75%.

The Investment Policy requires that the average maturity of the portfolio may not exceed two and one-half years. The current average maturity of the portfolio is 1.4 years.

**CITY OF BIRMINGHAM
GENERAL INVESTMENT PORTFOLIO SUMMARY**

3/31/2021

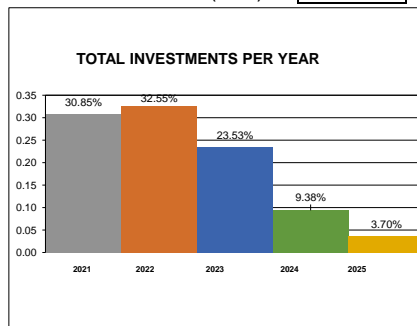
YEAR	MATURITY DATE	DESCRIPTION	% YIELD	*	ISSUER	PAR VALUE	COST	CURRENT MARKET VALUE	YEARLY TOTAL	% OF TOTAL
2021	3/31/2021	CLASS POOL	0.048%		MICHIGAN CLASS	2,158,550.01	2,158,550.01	2,158,550.01		
	3/31/2021	J FUND	0.013%	CITY	COMERICA BANK	4,655,201.69	4,655,201.69	4,655,201.69		
	5/7/2021	AGENCY	0.500%	INSIGHT	FHLMC	1,000,000.00	1,000,000.00	1,000,260.00		
	5/15/2021	TR NOTE	2.829%	INSIGHT	U.S.	1,500,000.00	1,510,610.49	1,505,565.00		
	5/15/2021	TR NOTE	1.695%	INSIGHT	U.S.	1,500,000.00	1,521,152.34	1,504,650.00		
	5/24/2021	AGENCY	0.350%	INSIGHT	FHLMC	1,000,000.00	1,000,000.00	998,910.00		
	6/15/2021	TR NOTE	1.704%	INSIGHT	U.S.	1,500,000.00	1,523,090.96	1,507,890.00		
	6/16/2021	AGENCY	0.500%	INSIGHT	FNMA	1,000,000.00	1,000,000.00	998,340.00		
	7/15/2021	TR NOTE	1.693%	INSIGHT	U.S.	1,500,000.00	1,524,497.21	1,511,250.00		
	9/29/2021	AGENCY	0.300%	INSIGHT	FHLMC	1,500,000.00	1,500,000.00	1,488,600.00		
	9/10/2021	AGENCY	3.030%	INSIGHT	FHLB	1,500,000.00	1,498,830.00	1,519,335.00		
	10/12/2021	AGENCY	3.003%	INSIGHT	FHLB	1,500,000.00	1,499,955.00	1,523,400.00		
	11/2/2021	AGENCY	0.320%	INSIGHT	FHLMC	1,500,000.00	1,500,000.00	1,498,680.00		
	11/15/2021	TR NOTE	2.438%	INSIGHT	U.S.	2,000,000.00	2,022,421.88	2,034,680.00		
	12/15/2021	TR NOTE	2.469%	INSIGHT	U.S.	2,000,000.00	2,008,444.20	2,036,020.00		
									25,941,331.70	30.85%
2022	1/5/2022	AGENCY	1.533%	INSIGHT	FNMA	2,000,000.00	2,021,480.00	2,028,720.00		
	1/13/2022	AGENCY	2.209%	INSIGHT	FHLMC	1,000,000.00	1,004,248.61	1,017,990.00		
	1/13/2022	AGENCY	1.655%	INSIGHT	FHLMC	1,500,000.00	1,524,093.00	1,526,985.00		
	3/11/2022	AGENCY	2.433%	INSIGHT	FHLB	1,000,000.00	1,001,850.00	1,022,620.00		
	3/14/2022	AGENCY	1.932%	INSIGHT	FFCB	1,000,000.00	997,830.00	1,016,820.00		
	3/31/2022	TR NOTE	0.137%	INSIGHT	U.S.	2,500,000.00	2,508,984.38	2,507,225.00		
	3/28/2022	AGENCY	0.450%	INSIGHT	FHLMC	1,500,000.00	1,500,000.00	1,464,615.00		
	4/15/2022	TR NOTE	0.134%	INSIGHT	U.S.	2,000,000.00	2,065,241.08	2,044,840.00		
	6/10/2022	AGENCY	1.882%	INSIGHT	FHLB	1,500,000.00	1,510,635.00	1,540,789.00		
	6/10/2022	AGENCY	1.930%	INSIGHT	FHLB	2,000,000.00	2,011,248.00	2,042,441.00		
	8/5/2022	AGENCY	1.497%	INSIGHT	FFCB	2,000,000.00	2,020,180.00	2,045,780.00		
	8/19/2022	AGENCY	0.450%	INSIGHT	FNMA	2,000,000.00	1,999,500.00	2,001,320.00		
	9/9/2022	AGENCY	1.613%	INSIGHT	FHLB	1,500,000.00	1,516,588.50	1,539,840.00		
	9/30/2022	AGENCY	0.390%	INSIGHT	FHLMC	1,500,000.00	1,499,025.00	1,489,350.00		
	10/13/2022	AGENCY	1.549%	INSIGHT	FFCB	1,500,000.00	1,502,076.00	1,533,345.00		
	10/31/2022	TR NOTE	1.854%	INSIGHT	U.S.	1,500,000.00	1,506,977.68	1,544,010.00		
	11/17/2022	FNMA	0.360%	INSIGHT	FNMA	1,000,000.00	999,800.00	999,660.00		
									27,366,350.00	32.55%
2023	1/19/2023	AGENCY	1.617%	INSIGHT	FNMA	2,500,000.00	2,558,475.00	2,599,475.00		
	2/17/2023	AGENCY	0.192%	INSIGHT	FHLB	1,500,000.00	1,542,361.50	1,533,660.00		
	2/21/2023	AGENCY	1.491%	INSIGHT	FFCB	2,000,000.00	2,004,653.94	2,053,240.00		
	3/31/2023	TR NOTE	1.421%	INSIGHT	U.S.	1,500,000.00	1,556,430.81	1,569,780.00		
	5/15/2023	TR NOTE	1.578%	INSIGHT	U.S.	1,500,000.00	1,509,028.46	1,549,275.00		
	6/19/2023	AGENCY	1.851%	INSIGHT	FHLMC	1,500,000.00	1,550,467.50	1,584,135.00		
	6/26/2023	AGENCY	0.233%	INSIGHT	FHLMC	1,500,000.00	1,500,705.00	1,501,185.00		
	9/8/2023	AGENCY	1.466%	INSIGHT	FHLB	2,000,000.00	2,070,800.00	2,101,980.00		
	9/12/2023	AGENCY	1.591%	INSIGHT	FNMA	1,500,000.00	1,573,410.00	1,596,030.00		
	10/31/2023	TR NOTE	1.423%	INSIGHT	U.S.	1,500,000.00	1,587,954.24	1,600,545.00		
	11/15/2023	TR NOTE	1.572%	INSIGHT	U.S.	1,500,000.00	1,570,258.93	1,597,260.00		
	11/27/2023	AGENCY	0.202%	INSIGHT	FNMA	500,000.00	500,690.00	499,395.00		
									19,785,960.00	23.53%
2024	1/19/2024	AGENCY	0.241%	INSIGHT	FFCB	1,000,000.00	999,670.00	995,150.00		
	2/5/2024	AGENCY	1.572%	INSIGHT	FNMA	1,500,000.00	1,558,201.50	1,593,210.00		
	2/29/2024	TR NOTE	1.637%	INSIGHT	U.S.	1,750,000.00	1,785,621.10	1,840,370.00		
	7/2/2024	AGENCY	1.719%	INSIGHT	FNMA	1,500,000.00	1,502,037.00	1,564,350.00		
	9/13/2024	AGENCY	1.729%	INSIGHT	FHLB	1,750,000.00	1,843,345.00	1,890,647.50		
									7,883,727.50	9.38%
2025	1/7/2025	AGENCY	0.362%	INSIGHT	FNMA	1,500,000.00	1,580,434.50	1,557,540.00		
	2/12/2025	AGENCY	0.344%	INSIGHT	FHLMC	1,500,000.00	1,575,136.50	1,550,070.00		
									3,107,610.00	3.70%
			1.248%			82,313,751.70	83,482,192.01	84,084,979.20	84,084,979.20	100.00%



POOLS	\$6,813,751.70	8.10%
COM'L PAPER	\$0.00	0.00%
TR BILL	\$0.00	0.00%
TR NOTES	\$24,353,360.00	28.96%
AGENCIES	\$52,917,867.50	62.93%
TOTAL	\$84,084,979.20	100.00%

COMPARATIVE RETURNS			
	City Portfolio	1-Yr TR	2-Yr TR
Current Month	1.25%	0.12%	0.12%
Previous Month	1.22%	0.12%	0.12%
1 Year Ago	1.83%	0.36%	0.48%

AVERAGE MATURITY (YEARS): 1.42



* INSIGHT: \$77,271,227.50 91.90%
 * ASSIGNED TO CITY: \$6,813,751.70 8.10%
 \$84,084,979.20 100.00%

DATE: May 5, 2021

TO: Thomas M. Markus, City Manager

FROM: Bruce R. Johnson, Building Official

SUBJECT: Public Comments at Budget Hearing

This is a response to the comments made at the May 1, 2021 budget hearing during public comment. Concerns were expressed regarding the number of code enforcement officers we have and whether they are properly trained. The comments seemed to include both general property maintenance enforcement and building construction issues. These two different types of code enforcement enforce separate regulations. The following paragraphs will describe each, respectively, to provide clarity.

The department currently employs three part time Code Enforcement Officers that enforce City regulations as they pertain to property maintenance and construction site standards throughout the City. We previously employed three contract enforcement officers specifically dedicated to construction sites. However, this resource was reduced to one at the beginning of the pandemic. Each officer is staffed to receive, investigate and resolve ordinance complaints such as garbage, blight, junk vehicles, trailer storage and construction site maintenance regulations. They are not, however, responsible for enforcing building code regulations.

The department has several inspectors and plan examiners who enforce the City's building codes and zoning regulations that are applicable to new construction. These individuals are trained and certified by the State of Michigan to perform plan reviews and conduct inspections in their respective fields. In addition to the State's minimum requirements, the majority of the staff have multiple International Code Council Certifications that further demonstrate their knowledge and expertise in building codes and zoning enforcement for new construction.

There was a specific comment made during the meeting that a code enforcement officer was unable to answer a question on the measurement of a new construction building height. A code enforcement officer would not be able to answer this question. This type of question needs to be directed to one of our building code inspectors or a plans examiner. To clarify, building height is verified by the as-built survey and inspection. The building inspector's job is to make sure that the house constructed matches the approved plan. Visual inspections are made and physical measurements taken when necessary.

In closing, our Code Enforcements officers work to protect and enforce City Ordinances as they pertain to the health, safety and welfare of the public. While they are very knowledgeable, there are some questions or concerns that should only be addressed by our staff that are specifically trained and educated in those areas. I can provide any further clarification as it is needed.

INFORMATION ONLY

DATE: May 4th, 2021

TO: Chris Brocavich, Applicant
Thomas Markus, City Manager
Pierre Boutros, Mayor

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: 525 W. Brown - Westbrown Condominium Lot Split

In regards to the lot split application for 525 W. Brown, the City is aware that the lot was split without approval of the City Commission. Staff has spoken with the applicant and gone over possible scenarios for the application in an attempt to certify the lot split. The scenarios involve a City Commission hearing for a lot split, and possibly a Planning Board hearing and City Commission hearing for a rezoning of the subject property.

Possible scenarios include the following:

1. The applicant rezones the subject parcel to R2 prior to finalizing the lot split. Doing so would satisfy the requirements for a lot split. The property has been zoned for multi-family since 1937, however the 1980 Master Plan recommends it be single-family residential. **This is the process the Planning Division recommends and the applicant has been provided with the rezoning application.**
2. The applicant requests that City Commission approve the lot split with the condition that the property be limited to two units. The proposed lot is 10,478 square feet which under the R8 zone, would allow up to three single-family attached units (1 unit per 3,000 SF). The applicant may wish to request that City Commission make an exception to the lot width requirement for lot splits, given that the only property factored into the average width for the R8 zone is 525 Watkins across the street (which may not be considered a fair sample size), and the proposed lot width is nearly the same as the neighboring R2 zoned properties within 300 feet (56 ft vs. 59 ft).
3. The applicant requests that City Commission approve the lot split with the condition that it only be developed under the guidelines of the R2 zone. **Doing so would save the applicant time from having to go through the rezoning process with the Planning Board and City Commission. Doing so may lead to administrative difficulty years on down the road in terms of monitoring conditions recorded on a deed.**
4. City Commission denies the lot split. Staff would then go to Oakland County and reverse the lot split that was inadvertently created in 2018.

*Staff has also provided the applicant with information on how to appeal tax assessments with the City and County, given that the property owner has been taxed on a parcel that the City does not recognize as a separate or buildable lot. Staff is willing to assist the applicant with any documentation necessary for the applicant to appeal the tax assessment.

OAKLAND COUNTY CONDOMINIUM SUBDIVISION
PLAN NUMBER 2157
EXHIBIT B TO THE MASTER DEED OF

Westbrown Condominium

CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION - CURRENT DEVELOPMENT AREA

PART OF LOTS 1 AND 13 OF ASSESSOR'S PLAT NO. 1 AS RECORDED IN LIBER 45 OF PLATS, ON PAGE 42, OAKLAND COUNTY RECORDS AND ALL OF LOTS 12 THROUGH 14 AND THE WEST 48 FEET OF LOT 15 OF BIRD AND STANLEY'S ADDITION, AS RECORDED IN LIBER 3 OF PLATS, ON PAGE 7, OAKLAND COUNTY RECORDS ALL BEING PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTH 88 DEGREES 05 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF BROWN ROAD (60 FEET WIDE), 208.67 FEET (RECORDED AS: 202.10 FEET) TO A POINT ON THE WEST LINE OF WATKINS STREET (50 FEET WIDE); THENCE SOUTH 01 DEGREES 35 MINUTES 27 SECONDS EAST ALONG SAID WEST LINE OF WATKINS STREET, 105.24 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 27 SECONDS WEST, 185.41 FEET; THENCE SOUTH 23 DEGREES 45 MINUTES 36 SECONDS WEST, 31.36 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 70 DEGREES 53 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY LINE OF LOT 1, 66.93 FEET TO A POINT ON THE EASTERLY LINE OF SOUTHFIELD ROAD (66 FEET WIDE); THENCE NORTH 24 DEGREES 05 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY LINE OF SOUTHFIELD ROAD, 121.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,835 SQUARE FEET OR 0.59 ACRES OF LAND.

LEGAL DESCRIPTION - FUTURE DEVELOPMENT AREA

PART OF LOTS 1 AND 13 OF ASSESSOR'S PLAT NO. 1 AS RECORDED IN LIBER 45 OF PLATS, ON PAGE 42, OAKLAND COUNTY RECORDS, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 88 DEGREES 04 MINUTES 32 SECONDS WEST, 119.00 FEET; THENCE NORTH 70 DEGREES 53 MINUTES 41 SECONDS WEST, 85.35 FEET; THENCE NORTH 23 DEGREES 45 MINUTES 36 SECONDS EAST, 31.36 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 27 SECONDS EAST, 185.41 FEET; THENCE SOUTH 01 DEGREES 35 MINUTES 27 SECONDS EAST, 58.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,292 SQUARE FEET OR 0.24 ACRES OF LAND.

NOTE

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2.

DEVELOPER

LB LAND, LLC
115 MAXWELL AVENUE
ROYAL OAK, MI 48067

SURVEYOR

NOWAK AND FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MICHIGAN 48342-5032
PHONE: (248) 332-7931
FAX: (248) 332-8257
WEB: WWW.NOWAKFRAUS.COM

INDEX

- 1 COVER SHEET
- 2 SURVEYPLAN
- 3 SITE PLAN
- 4 UTILITY PLAN
- 5 LOWER LEVEL PLAN
- 6 LOWER LEVEL PLAN
- 7 FIRST FLOOR PLAN
- 8 FIRST FLOOR PLAN
- 9 SECOND FLOOR PLAN
- 10 SECOND FLOOR PLAN
- 11 ATTIC FLOOR PLAN
- 12 ATTIC FLOOR PLAN
- 13 CROSS SECTION A-A
- 14 CROSS SECTION B-B
- 15 CROSS SECTION B-B



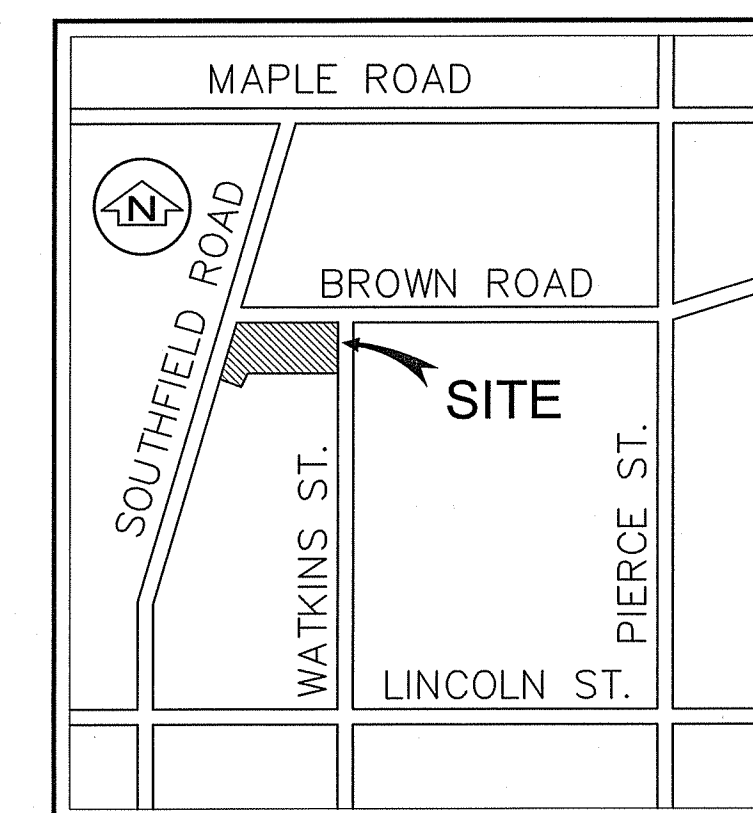
COVER SHEET

PROPOSED 10/11/2018

ISSUED 10/11/2018

JOB No. J636

SHEET No. 1



LOCATION MAP
NOT TO SCALE

COORDINATE TABLE

NO.	NORTHING	EASTING
1	2182.69	1139.15
2	2189.64	1347.71
3	2084.44	1350.63
4	2078.26	1165.32
5	2049.56	1152.69
6	2071.47	1089.44

LEGEND

- MONUMENT CONSISTING OF 1/2" DIA. STEEL BAR, ENCASED IN 4" DIA. CONCRETE, 36" LONG
- COORDINATE NUMBER

NOTE

ALL BEARINGS ARE IN RELATION TO THE PREVIOUSLY ESTABLISHED EASTERLY LINE OF SOUTHFIELD ROAD AS SHOWN ON ASSESSOR'S PLAT NO. 1, AS RECORDED IN LIBER 45 OF PLATS, ON PAGE 42, OAKLAND COUNTY RECORDS. (N.24°05'00"E.)

FLOOD HAZARD NOTE

THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA AS INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 26125C0536F EFFECTIVE DATE: SEPTEMBER 29, 2006.

BENCHMARK NOTE

THE CITY OF BIRMINGHAM'S VERTICAL DATUM, REFERENCED HEREON, IS ONE (1) FOOT HIGHER THAN N.A.V.D. '88.

SURVEYOR'S CERTIFICATE

I, KEVIN NAVAROLI, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2257 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED AS SHOWN, THAT THE REQUIRED MONUMENTS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Kevin Navaroli
KEVIN NAVAROLI P.S. No. 53503

DATE: 10/11/2018

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032

SEAL



DRAWN BY:
K.N.

APPROVED BY:
K. Navaroli

DATE:
10/11/2018

SCALE:
1" = 20'

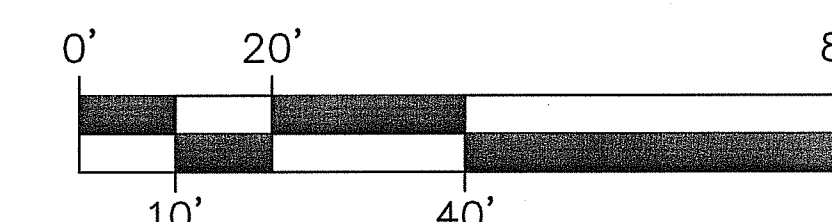
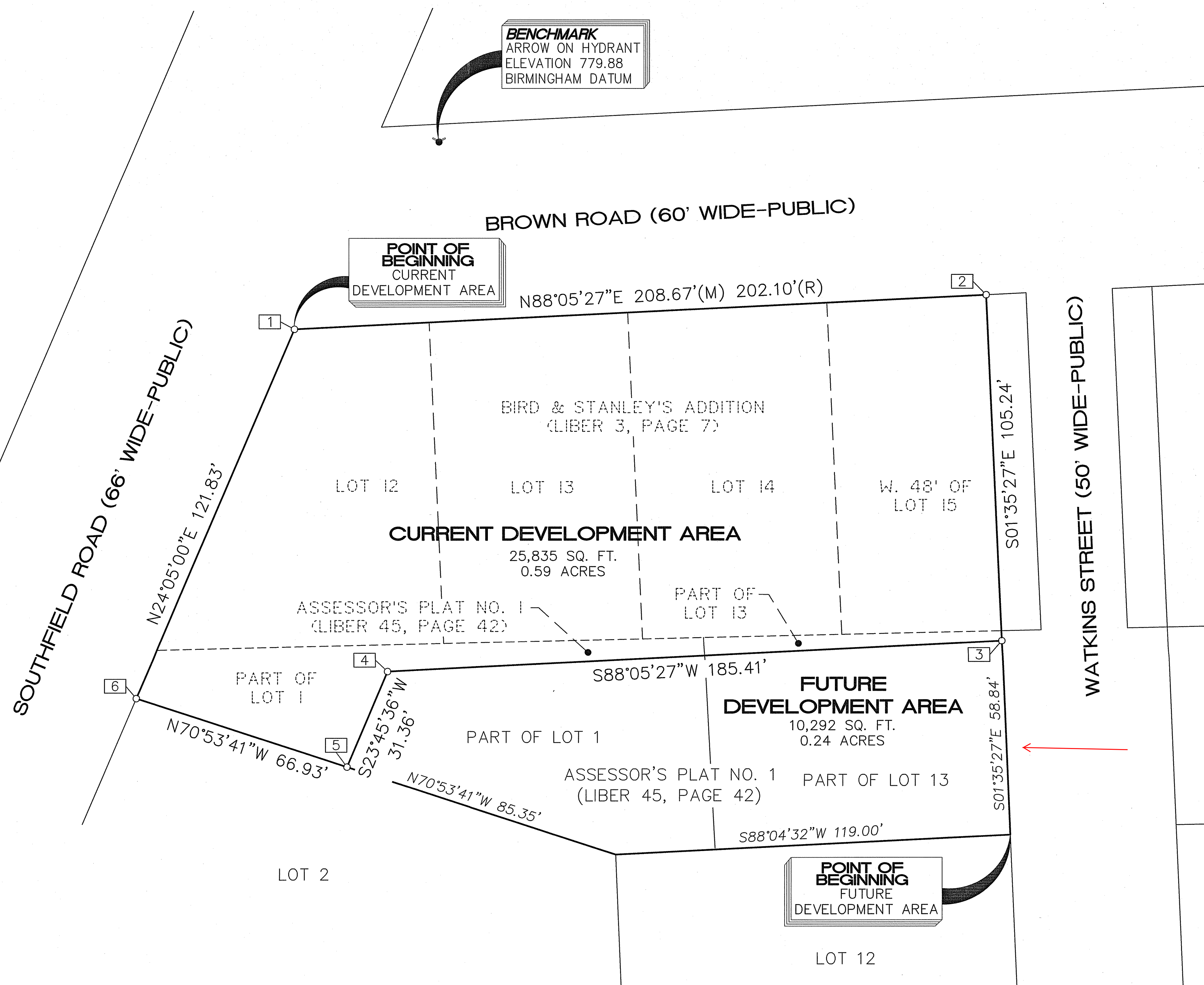
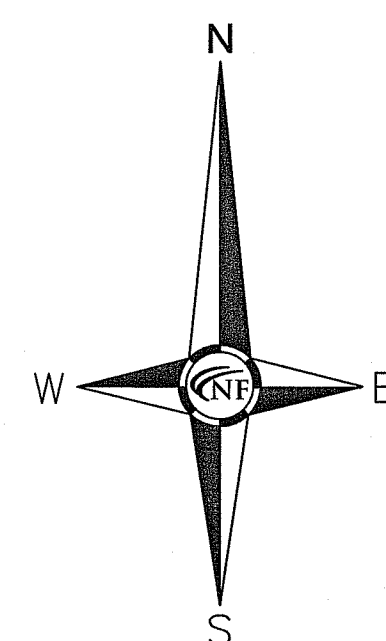
NFE JOB NO.

J636

SHEET NO.

2

Westbown Condominium


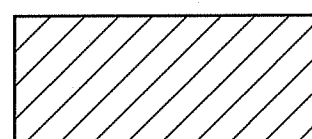
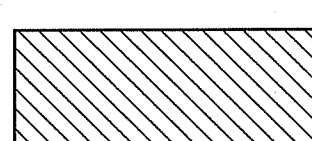




GRAPHIC SCALE
1" = 20'

SURVEY PLAN

PROPOSED 10/11/2018

LEGEND

-  LIMITS OF BUILDING
-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  MONUMENT CONSISTING OF 1/2" DIA. STEEL BAR, ENCASED IN 4" DIA. CONCRETE, 36" LONG
-  COORDINATE NUMBER

NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: CHRISTOPHER J. LONGE AIA DATED FEBRUARY 23, 2018 AND RECEIVED BY NOWAK & FRAUS P.L.L.C. ON JUNE 25, 2018.
2. UNITS 1 THROUGH 8, AND ALL UTILITIES AND DRIVES REQUIRED TO SERVICE SAID UNITS "MUST BE BUILT"
3. ALL PORCHES AND WINDOW WELLS ARE DESIGNATED AS LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT WHICH THEY SERVE.

COORDINATE TABLE

NO.	NORTHING	EASTING
1	2182.69	1139.15
2	2189.64	1347.71
3	2084.44	1350.63
4	2078.26	1165.32
5	2049.56	1152.69
6	2071.47	1089.44
7	2101.11	1145.20
8	2107.72	1338.63
9	2172.77	1336.79
10	2166.31	1143.03

SEAL



DRAWN BY:
K.N.

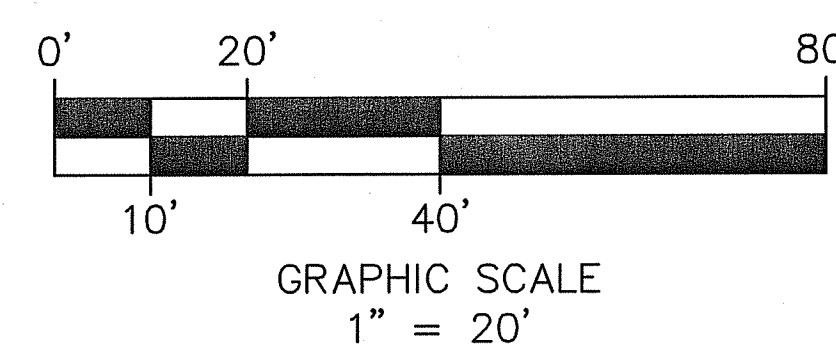
APPROVED BY:
K. Navaroli

DATE:
10/11/2018

SCALE:
1" = 20'

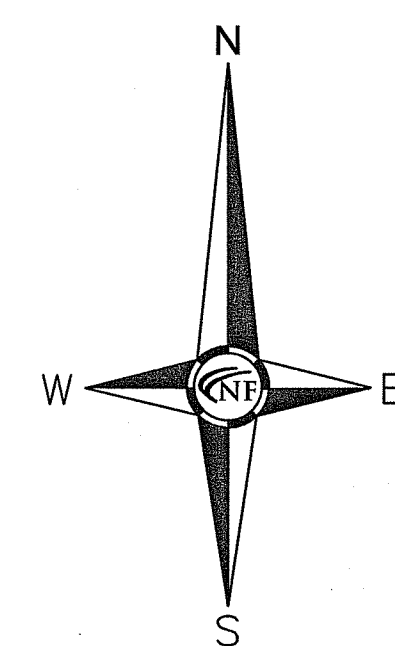
NFE JOB NO.
J636

SHEET NO.
3

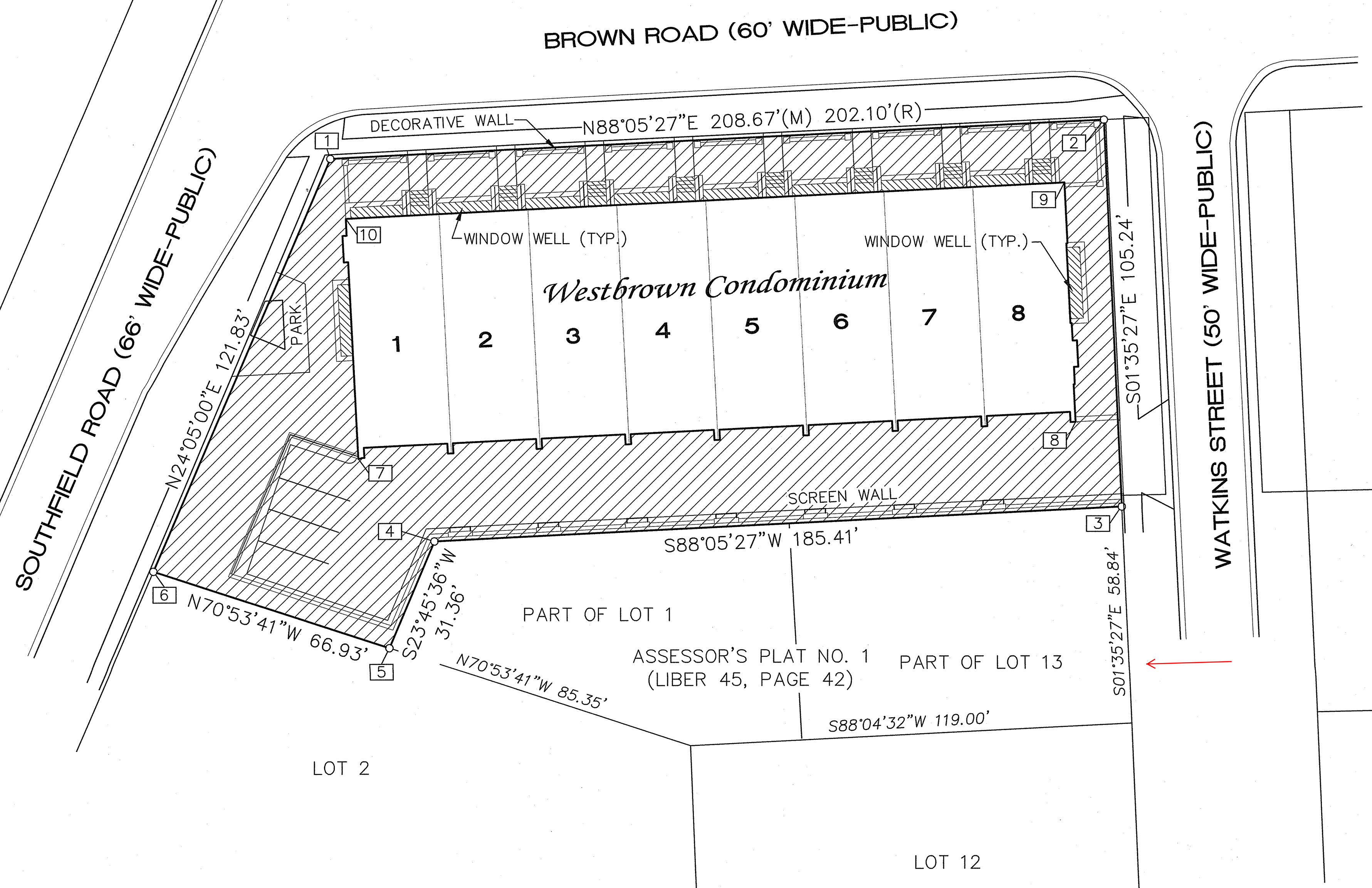


SITE PLAN

PROPOSED 10/11/2018



BENCHMARK
ARROW ON HYDRANT
ELEVATION 779.88
BIRMINGHAM DATUM



Fwd: How do we manage blatantly wrong Real Estate listings?

2 messages

From: **Bruce Johnson** <Bjohnson@bhamgov.org>
Date: Wed, May 5, 2021 at 3:34 PM
Subject: Re: How do we manage blatantly wrong Real Estate listings?
To: A H Public email <ahjunkah@gmail.com>
Cc: Markus Tom <tmarkus@bhamgov.org>

Andrew,

You asked a similar question last February that the City Attorney responded to in writing. I have attached that response for reference. The Building Department does not have jurisdiction or enforcement authority over realtors and the accuracy of their listings. While there have been a few times over the years when we have cautioned a realtor whose rendering misrepresented a construction project that was currently being built, there was no enforcement action that we could take. As the City Attorney advised, we cannot act against homes for advertised inaccuracies in their listing.

Best regards,

Bruce

On Wed, May 5, 2021 at 8:53 AM A H Public email <ahjunkah@gmail.com> wrote:

I was looking around houses for sale online today & found this listing which I was curious about.

This house is listed as a 2363 sq foot house. I am not sure how they can get that square footage out of it as I know my fully permitted home extension, where I grew the upstairs from the ranch layout they have, is only 2000 sq feet on a good measurement day. I see lots of finished basement in the pictures but zero fire egress which means it is not legal to count as living space. This is the only way I can see it being listed as bigger than my house.

I see the listing realtor is also based in downtown Birmingham and I am pretty sure this house is not registered as this size with the City records, purely based upon the pictures - because the layout is similar to my house before I added my upstairs.

Not to mention I see several building code compliance failures in several of the pictures for wiring, plumbing and handrails...

How do we stop and penalise Realtors for these types of false representation listings? This is not the first I have seen near me, as there was a 3rd bedroom claimed in a basement a couple of months ago that was about as code non compliant as anyone could make it.

Andrew

--

Bruce R. Johnson
Building Official
[City of Birmingham](#)
[151 Martin Street](#)
Birmingham, MI 48009
(248) 530-1842 Office

INFORMATION ONLY

(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.



(MMK) 2021.02.21 email to Mr. Haig re Building code matters (1).pdf
155K

From: **Ahjunkah** <ahjunkah@gmail.com>

Date: Wed, May 5, 2021 at 9:24 PM

Subject: Re: How do we manage blatantly wrong Real Estate listings?

To: Bruce Johnson <Bjohnson@bhamgov.org>

Cc: Markus Tom <tmarkus@bhamgov.org>

Bruce, thank you, I did ask similar questions, somehow I do not remember getting this very detailed response. I wonder if it was lost in spam or something as this does answer the questions well, thanks for re sending it.

I am going to ask some Realtors how they self police this sort of thing as it does seem pretty dishonest in descriptions.

Andrew

Ethermail

February 12, 2021

*****Via Email*****

Dear Mr. Haig:

I am in receipt of the enforcement question you posed to the Building Official, Mr. Bruce Johnson, on Wednesday, February 10, 2021 via email. I would like to take the opportunity to respond to your questions. I will respond paragraph by paragraph.

QUESTION 1: Bruce (and others) who is responsible for enforcement of accuracy and code compliance for houses being sold in the city?

ANSWER: The Building Department is responsible for enforcing code compliance under the Michigan Residential Code and for residential homes in the City. However, there is no mechanism in law for the Building Department to be responsible for enforcement and accuracy for houses being sold in the City.

QUESTION 2: I ask this as there is a house coming up for sale in my neighborhood that is listed as a 3 bedroom house, but it obviously shows one of the bedrooms in the basement - which is against fire code unless there is an egress. I do not see an egress from the basement on this property. Plus the reported sq feet living area is not compatible with a living space in the basement at ~1300 sq feet. It is a storey and a half bungalow - which is what my house was before I received all the permits to add space upstairs, and my bungalow was ~1400 sq feet not including the basement.

ANSWER: The Building Department is not responsible to ensure that persons selling homes are factual in their advertisements. As it is said, "let the buyer beware" is a perfect example that this is between a seller and a buyer. In fact, there is nothing in the National Fire Code regarding egresses from basements. Prior to the enactment of the National Fire or Building Codes, which is the case for many properties throughout the State of Michigan as well as the City of Birmingham, there was not a requirement for egress from a basement. This requirement for an egress is only in the Michigan Residential Building Code and is only applicable to new builds or when there is a remodel.

QUESTION 3: I see a lot of listings like this that are claiming living space that is utterly in contravention to fire code or other well known code requirements.

ANSWER: The Birmingham Code Enforcement Officer would not be able to simply enter a person's home to determine whether there are code violations in the living space based upon a listing. Again, the Fire Code does not have restrictions on claimed living spaces. As far as other

Beier Howlett

Mr. Haig
February 12, 2021
Page 2

Code violations, the Fire Department does not have the authority to act for single family residential homes. If this were a commercial building or occupancy of multi-family dwelling units, then the Fire Department would have the authority to act.

QUESTION 4: Like the rental house that is a stones throw from mine that is a very small bungalow that has 5 people living in it, cars spilled out down the street as there is not enough parking on site and the neighbors call "The frat house" because the owner has been renting it out to multiple tenants like this for years. (it is listed as 1100 sq feet with 4 bedrooms & 2 bathrooms, but I would love to know how that magic works as no pictures inside manage to show 4 bedrooms!)

Who enforces these blatant code violations?

ANSWER: Rental homes are regulated through the City's Building Department. Rental homes must obtain a license to be a rental home. If there is a rental home that is operating as such without a license, they would be in violation of the City of Birmingham's ordinance. The Code Enforcement Officers have issued tickets in the past to buildings that are operated as a rental without the proper license. The ordinance has regulations regarding rental properties and their requirements. Part of the license requirements is the ability for the Code Enforcement Officer to enter the rental property in order to ensure compliance with all necessary codes. If there is a rental operating without a license, the Code Enforcement Officer may open a potential investigation.

In conclusion, it is a surprise that the National Fire Code does not have regulations regarding living spaces, again, this is left to the Residential Building Codes. We cannot act against homes for advertised inaccuracies in their listings. Instead, it would seem there is a fraud being perpetrated by the person advertising these homes for sale. This is not the purview of the Building Official nor the Code Enforcement Officers to act upon the interest of potential purchasers on a property, but rather that would fall to the civil arena to let an unsuspecting purchaser to challenge a seller who is being dishonest in their representation for a potential sale of a home.

I hope this addresses your concerns.

Very truly yours,

BEIER HOWLETT, P.C.



Mary M. Kucharek

MMK/jc



MEMORANDUM

Finance Department

DATE: May 5, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: Bond Sale Update

The City held its bond sale on Tuesday, May 4th which was conducted by our municipal finance advisors Bendzinski & Co. The City received 4 bids which was a good turnout considering the size of the bond issue. State law requires the City to either take the bid with the lowest true interest cost or reject all the bids. The firm with the lowest true interest cost was FHN Financial Capital Markets out of Memphis, Tennessee.

Bendzinski & Co. informed us that based on recent AAA rated bond sales, including Oakland County, the interest rate bid by FHN Financial Capital Markets was very good and recommended that the City accept the bid. The bonds are being sold at a premium of approximately \$235,000 due to the difference between the market interest rate and the coupon rate. The City had the option of using the premium to resize the bond issue by reducing the par value of the bonds to approximately \$4,515,000 and receive less bond proceeds or receive the premium as bond proceeds now which will reduce the amount of the next bond issue.

The City has chosen to receive the premium as bond proceeds now for a few reasons. First, the extra funds will provide funding if case there are any escalation of costs for the projects that will be funded with this bond issue. Second, if all the projects under the first bond issue are within budget, the extra funding will allow the City to keep moving on the project list for the second bond issuance. Third, it locks in the interest rate based on the current market rate versus the market rate for the second bond issue, which is projected to higher.

The bond sale is scheduled for closing on May 20th.



Parity Calendar

Deal List

[Upcoming Calendar](#)
[Overview](#)
[Result](#)
[Excel](#)

FHN Financial Capital Markets - Memphis , TN's Bid



Birmingham
\$4,750,000 2021 Unlimited Tax General Obligation Bonds

For the aggregate principal amount of \$4,750,000.00, we will pay you \$4,984,814.50, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %
10/01/2024	150M	3.0000
10/01/2025	150M	3.0000
10/01/2026	150M	3.0000
10/01/2027	175M	3.0000
10/01/2028	175M	3.0000
10/01/2029	200M	3.0000
10/01/2030	245M	3.0000
10/01/2031	250M	2.0000
10/01/2032		
10/01/2033		
10/01/2034	795M	1.5500
10/01/2035	300M	1.7500
10/01/2036		
10/01/2037	670M	2.0000
10/01/2038	360M	2.0000
10/01/2039	365M	2.0000
10/01/2040	375M	2.0000
10/01/2041	390M	2.0000

Total Interest Cost: \$1,305,550.13
 Premium: \$234,814.50
 Net Interest Cost: \$1,070,735.63
 TIC: 1.634475
 Time Last Bid Received On: 05/04/2021 11:29:36 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: FHN Financial Capital Markets, Memphis , TN
 Contact: MASON MCWILLIAMS
 Title: UNDERWRITER
 Telephone: 901-435-8006
 Fax:

Issuer Name: City of Birmingham

Company Name: _____



WATRY DESIGN, INC.

Architects • Engineers • Parking Planners

Pandemic Parking Design: How COVID-19 May Affect the Future of Parking

BEST PRACTICES TRENDS & INNOVATION WATRY INSIGHTS



Now that we have talked about the immediate impact of COVID-19 and the value of integrating the parking arrival experience into re-opening plans, we can start to look a little farther down the road as more people return to work.

It is difficult to predict behavior changes, as even once a vaccine is widely available the lasting impacts of the pandemic are still largely unknown. Will we continue to be wary about contact with each other? Will more of the population desire to work from home versus going into the office? Will online shopping and curbside pickup continue to gain popularity? Will we return to mass transit or feel safer driving single occupancy vehicles?

The answer to each of these questions impacts parking. Therefore, it's important to be aware of the possibilities and have our eye on how parking design might evolve as we continue working our way through this global event.

INFORMATION ONLY



LPR and other touchless technology will likely become a standard best parking practice.

Defining the New Normal

While no one is sure what our world will look like post-COVID-19, we can all agree on one thing: we won't be going back to normal. However, what that "new normal" will look like is difficult to predict. However, there are a number of possibilities we can consider.

High demand for touchless technology: We're already seeing it everywhere – integrating technology that reduces contact between people and surfaces is a simple way to make parking facilities safer. Even once the immediate concerns regarding the pandemic subside, touchless technology will likely become a standard best practice.

Increased reliance on personal vehicles: Social distancing in close quarters, high contact transportation options such as mass transit or ridesharing are posing an immediate challenge for people returning to work, school and play. If this trend continues, the often predicted transition

away from personal vehicle ownership in favor of alternative transportation may be slower to take place. This could result in an increase in parking demand, rather than a decrease.

Resistance to density: Will the pandemic usher in a new era of suburban renewal? In an effort to escape dense, urban centers, more people may look to the less-populated suburbs. This has potential to put even more cars on the road looking for a place to park.

Changing consumer behaviors: McKinsey and Company has reported data suggesting that consumer behavior is changing as the result of the pandemic. Among those changes is a growing trend of consumers purchasing goods online and picking them up in store. This may increase demand for convenient parking or curbside space to facilitate order pickups.

Perception is Reality

While it is too soon to know if the pandemic will have more permanent, lasting effects that call for extensive retrofits or sweeping design changes in future parking facilities, there are a number of design possibilities to consider when it comes to how consumer behavior may affect parking.

High demand for touchless technology: We're already seeing it everywhere – integrating technology that reduces contact between people and surfaces is a simple way to make parking facilities safer. Even once the immediate concerns regarding the pandemic subside, the push to minimize contact with common surfaces like payment systems, elevator buttons and door handles will likely continue.

Parking demand: is it going up or down? COVID-19 has created massive disruptions across the board, and parking demand is no exception. However, predicting the lasting behavioral changes that may occur as a result is a challenge dependent on several factors, such as:

Increased reliance on personal vehicles: Social distancing in close quarters, high-contact transportation options such as mass transit or ridesharing pose an immediate challenge for people returning to work, school and play. If this trend continues, the often predicted transition away from personal vehicle ownership in favor of alternative transportation may be slower to take place. This could result in an increase in parking demand, rather than a decrease.

More work from home: The longer employees end up working from home, the more feasible this option may become long term. Employers seeking to reduce density by rotating who works in the office or encouraging workers to telecommute may offset reduced reliance on mass transit and therefore offset increased demand.

Changes to office layouts: Employers may also look to permanently increase floor area per person to assist with social distancing. This may be both a near term impact and also a future

design concept that could result in review and adjustment of required parking ratios, which will also affect parking supply and demand.

Resistance to density: In an effort to escape dense, urban centers, more people may look to the less-populated suburbs. What impact will a new era of suburban renewal have on parking demand?

Whether none, one, or even all of these trends come to pass remains to be seen, regardless parking demand is a factor.

Changing consumer behaviors: McKinsey and Company has reported data suggesting that consumer behavior is changing as the result of the pandemic. Among those changes is a growing trend of consumers purchasing goods online and picking them up in store. This may increase demand for convenient parking or curbside space to facilitate order pickups.



Providing designated pick up and drop off areas is already a standard best practice in parking design.

Designing for Flexibility

Many of these potential impacts on parking contradict pre-Covid trends, in which increased emphasis in mass transit and preparation for driverless cars predicted an eventual decrease in parking demand. Without knowing which way the pendulum will ultimately swing, flexibility is key for owners investing in structured parking today. Below are some options that can incorporate that flexibility into the design of a parking facility.

Go touchless: Parking access and revenue control systems that require high contact touchpoints can be phased out and replaced with touchless technology. Motion-activated ticket dispensers, LPR, Bluetooth and other forms of touchless payment are likely to become the norm. Elevators can be programmed to automatically take passengers to their destination without stopping.

Valet: Valet parking poses challenges when it comes to protecting both staff and users. If valet is necessary to meet demand, careful thought should be given to safety procedures, including how disinfecting processes affect throughput. During times of reduced demand parking it may be possible to reconfigure parking operations to reduce reliance on valet. As parking demand changes throughout the recovery period, it will be necessary to determine if and how it is in a facility's best interest to phase this service back in. What effect, if any, the pandemic will ultimately have on valet parking remains to be seen, therefore, facilities' approach to offering valet will largely depend on their unique and individual needs.

Expanded drop off/pick up: Providing designated pick up and drop off areas is already a standard best practice in parking design. Prior to the pandemic, rideshare companies such as Uber and Lyft increased demand for expanded drop off and pick up zones. Currently, the demand has decreased, but how it will change over time remains unknown. Whether this shift is temporary or long term, changing behaviors such as buying online and picking up in the store will also rely on sufficient accommodations for pick-up and drop-off. Combining this growing trend with an eventual resurgence of Uber and Lyft would further increase demand for curbside space. Evaluating how this best practice can best serve a particular user group will help designers incorporate it into a new facility.

Now may be a good time to review evolving parking needs and identify adjustments that can be made for changing trends, tenants, valet operators, etc. to maintain flexibility. These functional enhancements can help parking structures facing changing needs identify the most efficient way to continue providing the desired level of service.

How the COVID-19 pandemic will change the way we design for parking and mobility is not yet clear. However, by creating facilities that are smart, flexible, right-sized and mindful of the possibilities, we can better prepare ourselves to adapt to what the future ultimately holds.

About the Authors



Gordon Knowles

SENIOR PROJECT MANAGER

Gordon has been practicing architecture for over 20 years. As a Senior Project Manager for Watry Design, Gordon is responsible for achieving the goals of the client. He has a proven track record in successfully delivering complex projects from 3,000 to 1,000,000 square feet. His experience includes all phases of design, from Preliminary Design through Construction Documents for projects such as the VTA Milpitas and Berryessa parking structures.



Michael Pendergrass, AIA, LEED® AP, Parksmart Advisor

PRINCIPAL

Michael Pendergrass, AIA, a licensed architect in 8 states, has over 15 years of experience in delivering parking solutions and over 20 in the industry. He has worked on a wide variety of parking projects. In addition to delivering projects to satisfied clients, Michael's projects, such as the San Diego International Airport Terminal 2 Parking Plaza, have received recognition from the International Parking & Mobility Institute and other organizations.

