

**BIRMINGHAM CITY COMMISSION AGENDA**  
**OCTOBER 3, 2022 AMENDED**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Therese Longe, Mayor

**II. ROLL CALL**

Alexandria Bingham, City Clerk

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

**ANNOUNCEMENTS**

- The City continues to recommend the public wear masks while attending City meetings. All City employees, commissioners, and board members must wear a mask during meetings because adequate ventilation cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The initial mailing of absentee ballots have been sent out by the Clerk's Office last week. If you know you have applied for an absentee ballot and have not received one yet, please contact the office for assistance. If you would like to request an absentee ballot and have not submitted an AV Ballot Application, you can do so at [mi.gov/vote](https://mi.gov/vote). Return your absentee ballot to the clerk's office as soon as possible via drop box or mail. To review your specific voting information and preview your ballot visit [mi.gov/vote](https://mi.gov/vote). The online and mail voter registration deadline is October 24. After October 24th new voters must register in person at the clerk's office.
- This Saturday, October 8th, from 1pm to 4pm, the Birmingham Fire Department will be hosting their annual open house. The day will be filled with many fire education opportunities, including a live vehicle extrication demonstration. This kid-friendly event will have face painting, popcorn, hot dogs, firehouse chili, and much more. The open house will take place at Station 1, located at 572 S. Adams Rd.

**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 September 12, 2022.

- B. Resolution to approve the City Commission workshop meeting minutes of September 14, 2022.
- C. Resolution to approve the City Commission meeting minutes of September 19, 2022.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 21, 2022, in the amount of \$1,860,098.38.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 28, 2022, in the amount of \$1,168,834.75.
- F. Resolution appointing election inspectors, absentee voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the November 8, 2022 State Primary Election pursuant to MCL 168.674, and further grant the City Clerk the authority to make emergency appointments of qualified candidates should circumstance warrant in order to maintain adequate staffing in the various precincts, counting boards and receiving boards.

And

Authorize the use of the Oakland County absent voter counting board for the purpose of processing absent voting ballots on November 8, 2022, as prescribed in the terms and responsibilities previously agreed upon at the July 12, 2020 meeting by Commission resolution 07-120-20.

- G. Resolution designating Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Caitlin Donnelly, and Police Chief Mark Clemence as proxy representatives of Election Commissioners Mayor Therese Longe, Mayor Pro Tem Pierre Boutros, Commissioner Clinton Baller, Commissioner Brad Host, Commissioner Andrew Haig, Commissioner Elaine McLain, and Commissioner Katie Shafer, to conduct the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes at Birmingham Precincts during the November 8, 2022 election.
- H. Resolution to designate City Engineer Melissa Coatta as the Street Administrator for the City of Birmingham in all transactions with the State Transportation Department as provided in Section 13 of Act 51.
- I. Resolution to approve the interlocal agreement between the City and Oakland County for a \$100,000 Local Government Critical Infrastructure Planning grant award. In addition, authorize the City Engineer to sign the interlocal agreement on behalf of the City and the City Clerk to witness. Funding for this project has been budgeted in accounts 590.0-537.000-811.0000 and 591.0-544.000-811.0000.
- J. Resolution confirming the City Manager's emergency authorization for the expenditure to replace the brakes on Ladder 1 for the cost not to exceed \$23,106.17 to be charged to the Fire Apparatus Maintenance account #101.0-336.000-933.0100.
- K. Resolution to approve the FY 2023 Emergency Management Performance Grant Work Agreement and accept the awarded FY 2022 EMPG funds totaling \$37,610.00 Further, to direct the Mayor to sign the agreements on behalf of the City and any required quarterly reports or surveys associated with the EMPG grant and to authorize the Fire Chief as the



sub-recipient authorized representative in order to sign any related EMPG documents on the City's behalf.

- L. Resolution to approve the purchase of two (2) Toro Greensmaster Mowers as quoted from Spartan Distributors, a provider of specialized golf course equipment, located at 1050 N Opdyke Rd, Auburn Hills, MI 48326, through OMNIA Cooperative Purchasing Agreement #2017025, in the amount not to exceed \$82,121.52 for both mowers. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.
- M. Resolution to purchase a density meter sensor needed to repair the brine maker in the amount not to exceed \$7,321.79 from Casper's Truck Equipment. Funds for this purchase are available in the Equipment Maintenance Fund, account #661.0-441.006-933.0200.
- N. Resolution to approve the purchase agreement with CMP Distributors, Inc. for (15) Point Blank AX-Series Ballistic System Level II, AXII Ballistic Panels to include (1) Hi-Lite Concealable Carrier with SSBS Shoulder System and (1) Soft Trauma Plate, and (15) Point Blank 7" x 10" Multi-curve Speed Plates in the amount not to exceed \$12,435.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account 101-0.301.000-743.0000.
- O. Resolution recognizing DESIGNCONNECT, 512 Graten Street, Birmingham, MI 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 Qualification Information Form, forwarding it to the Charitable Gaming Division, Lansing, Michigan.
- P. Resolution to approve the request of Essco of Birmingham, LLC to transfer ownership in the escrowed Class C & SDM License located at 210 S. Old Woodward, Suite 100, Birmingham, Oakland County, Michigan to Zana Hospitality, LLC. Additionally, Zana Hospitality, LLC also requests a new Sunday Sales Permit (AM), New Sunday Sales Permit (PM) for the Class C – Spirits and Mixed Spirit Drink (PM), New Sunday Sales Permit (PM) for the SDM License – Mixed Spirit Drink, a New Catering Permit, a New Outdoor Service Area and a New Dance-Entertainment Permit.

Furthermore, to authorize the City Clerk to complete the Local Approval Notice at the request of Essco of Birmingham, LLC to transfer ownership in the escrowed Class C & SDM License located at 210 S. Old Woodward, Suite 100, Birmingham, Oakland County, Michigan to Zana Hospitality, LLC. Additionally, Zana Hospitality, LLC also requests a new Sunday Sales Permit (AM), New Sunday Sales Permit (PM) for the Class C – Spirits and Mixed Spirit Drink (PM), New Sunday Sales Permit (PM) for the SDM License – Mixed Spirit Drink, a New Catering Permit, a New Outdoor Service Area and a New Dance-Entertainment Permit.

- Q. Resolution to authorize the City Manager to cast a vote, on the City's behalf, for the two candidates for the Michigan Municipal League Liability and Property Pool Board of Directors for three-year terms, beginning January 1, 2023.

- ~~R. Resolution to approve the purchase agreement with CMP Distributors, Inc. for (15) Point Blank AX-Series Ballistic System Level II, AXII Ballistic Panels to include (1) Hi-Lite Concealable Carrier with SSBS Shoulder System and (1) Soft Trauma Plate, and (15) Point~~

~~Blank 7" x 10" Multi-curve Speed Plates in the amount not to exceed \$12,435.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account 101-0.301.000-743.0000.<sup>1</sup>~~

- ~~S.~~ R. Resolution to set the Public Hearing of Necessity for the Birmingham Shopping District on Monday, October 24, 2022;

AND

If necessity is determined on October 24, 2022, to set the Public Hearing to Confirm the Assessment Roll for the Birmingham Shopping District on November 14, 2022.

- ~~T.~~ S. Resolution to set a public hearing date of November 14, 2022 to consider the Special Land Use Permit Amendment application for 100 Townsend – Townsend Hotel – to allow the transfer of ownership and the existing Special Land Use Permit from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC.

## **VI. UNFINISHED BUSINESS**

## **VII. NEW BUSINESS**

- A. Resolution to approve the right-of-way parking request for 33692 Woodward to permit 6 on-street parking spaces in the Woodward right-of-way to be counted towards the required off street parking requirements of the subject site pursuant to Article 4, Section 4.45 (G)(1).
- B. Resolution to authorize the required 63 day distribution period for the final draft of the 2040 Plan pursuant to the requirements of Article III, Section 125.3841 of the Michigan Planning Enabling Act and to notify the secretary of the planning commission to provide copies of the proposed master plan to all of the necessary entities pursuant to MCL 125.3841(2).
- C. Resolution to direct City Manager Markus to conduct a formal recruitment for the City Manager position using the attached recruitment profile.
- D. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.
- E. Commission discussion on items from a prior meeting  
(none)
- F. Resolution to meet in closed session to discuss pending litigation pursuant to MCL § 15.268 Sec. 8(e) of the Open Meetings Act regarding John Reinhart, et al the v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG.

**(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and**

<sup>1</sup> Duplicate resolution, corrected 10/3/22 9:04am

reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)

#### **VIII. REMOVED FROM CONSENT AGENDA**

#### **IX. COMMUNICATIONS**

- A. Fairway Sidewalk Letter

#### **X. REPORTS**

- A. Commissioner Reports
1. Notice of Intent to appoint: Triangle District Corridor Improvement Authority
  2. Notice of Intent to appoint: Board of Review
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
1. Board of Ethics Advisory Opinion – Samuel Oh
    - a. Memo from City Attorney Mary Kucharek regarding the Advisory Opinion for Samuel Oh
- D. Legislation
- E. City Staff
1. Shirley Speed Survey

INFORMATION ONLY

#### **XI. ADJOURN**

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760  
You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

*NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (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 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).*

**Birmingham City Commission Minutes**

**September 12, 2022**

**Municipal Building, 151 Martin**

**7:30 p.m.**

**Vimeo Link: <https://vimeo.com/744424196>**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe  
Mayor Pro Tem Boutros  
Commissioner Baller  
Commissioner Haig  
Commissioner Host  
Commissioner McLain  
Commissioner Schafer

Absent: None

Administration: City Manager Markus, City Clerk Bingham, City Engineer Coatta, Planning Director Dupuis, Assistant City Manager Ecker, City Attorney Kucharek, Assistant City Engineer Zielinski

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

**Announcements**

- The City continues to recommend the public wear masks while attending City meetings. All City employees, commissioners, and board members must wear a mask during meetings because adequate ventilation cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The Clerk's office would like to remind voters to turn in an absentee ballot application if they wish to vote by mail for the November 8, 2022 State General Election. Absentee Ballots are tentatively scheduled to be mailed out the last week of September. If you have already turned in your application to receive a November absentee ballot and need to change the mailing location, please contact the Clerk's office as soon as possible. To review your specific voting information, request an absentee ballot, or update your voter name or address go to [mi.gov/vote](https://mi.gov/vote). The online and mail voter registration deadline is October 24th. After October 24th new voters must register in person at the Clerk's office.
- Wish Commissioner Brad Host a Happy Birthday!

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

Jared Hocking recommended that an ordinance be passed to outlaw the sale of new furs in Birmingham.

**V. CONSENT AGENDA**

**09-229-22 Consent Agenda**

The following items were pulled from the Consent Agenda:

Commissioner Host: Item I – Contract Lane Painting-Pavement Markings for Fiscal Year 2022-2023

**MOTION:** Motion by MPT Boutros, Commissioner Haig:  
To approve the Consent Agenda excluding Item I.

ROLL CALL VOTE: Ayes, Commissioner Baller  
MPT Boutros  
Commissioner McLain  
Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

- A. Resolution to approve the City Commission Strategic Planning Workshop meeting minutes of August 24, 2022.
- B. Resolution to approve the City Commission meeting minutes of August 29, 2022.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 31, 2022, in the amount of \$25,663,596.77.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 7, 2022, in the amount of \$3,692,536.26.
- E. Resolution to approve a special event permit as requested by the Birmingham Bloomfield Art Center to hold the 42nd annual Art Birmingham art fair on May 13 and 14, 2023, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event.
- F. Resolution to accept the resignation of Michael St. Germain from the Multi-Modal Transportation Board, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.
- G. Resolution approving the settlement agreement dated July 25, 2022 between the City and the Birmingham Police Officers Labor Council for a renewal of the collective bargaining agreement through June 30, 2025. Further, to authorize the transfer of funds in the wage adjustment account 101.0-272.000-709.0000 to the appropriate departments.
- H. Resolution to approve \$20,416 in Municipal Credits and \$31,980 in Community Credits from SMART for fiscal year 2023 to Next in support of their specialized transportation program; and further to direct the Finance Director to sign the Municipal Credit and Community Credit contract for fiscal year 2023 on behalf of the City.

- J. Resolution to approve the Program Year 2022 High Intensity Drug Trafficking Area (HIDTA) subrecipient agreement between Oakland County and the City of Birmingham. Further, to authorize the Mayor to sign the agreement on behalf of the City.
- K. Resolution to approve the purchase of (2) 2023 GMC Yukon 4wd SLE utility vehicles from Todd Wenzel Buick GMC of Westland, located at 35100 Ford Rd, Westland, MI 48185, under the State of Michigan MiDeal extendable purchasing contract #071B7700184, in the amount not to exceed \$93,666.70 for both vehicles. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.

**09-230-22                      (Item I) Contract Lane Painting - Pavement Markings for Fiscal Year 2022-2023**

Commissioner Host recommended that DPS have City Staff carry out the contract lane painting and pavement markings in order to reduce the attendant project costs.

**MOTION:**                      Motion by Commissioner Host, seconded by Commissioner McLain:  
To approve the contract for 2022-23 handwork pavement markings with Hart Pavement Striping Corporation in the amount of \$243,270.00; further to approve the contract for fall 2022 grinding of non-conforming crosswalks with PK Contracting, Inc. for \$26,250.00; further to approve the contract for spring 2023 long/center lines with PK Contracting, Inc. for \$12,697.00; and further to fund all three contracts from account 202.0-316.000-937.0200. In addition, to authorize the Mayor and City Clerk to sign the agreements on behalf of the City and to appropriate and amend the Major Street Fund budget as follows:

Revenues:		
Draw from Fund Balance	202.0-000.000-400.0000	\$82,000
Expenditures:		
Public Safety-Traffic Controls	202.0-316.000-937.0200	\$82,000

ROLL CALL VOTE:    Ayes,    MPT Boutros  
    Commissioner Baller  
    Commissioner McLain  
    Commissioner Schafer  
    Commissioner Host  
    Mayor Longe  
    Commissioner Haig

Nays,    None

<b>VI.      UNFINISHED BUSINESS</b>
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<b>VII.    NEW BUSINESS</b>
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**09-231-22                      Public Hearing for 2022 Cape Seal Program, Hearing of Necessity for Special Assessment District**

Commissioner Haig recused himself from the meeting, citing his residence within the proposed Special Assessment District (SAD). The Commissioner left the room for the duration of the item's discussion.

Mayor Longe opened the public hearing.

CE Coatta presented the item.

#### Public Comment

CM Markus and Mayor Longe summarized the differences between the cape seal program and the street improvement program in reply to inquiry from Lee Keating, resident of Penistone.

It was noted by Mayor Longe that the assessed cost to improve a street is substantially more than the cost to cape seal a street.

In reply to Mr. Keating, CE Coatta and ACE Zielinski explained how the Engineering Department ranks roads in terms of priority for water, sewer, and surface repairs.

Mr. Keating said he would prefer Penistone be improved and said he believed the cost for road improvements should come from the City's funds and not from assessments.

In reply to Tex Ragsdale, resident of Penistone, CE Coatta and ACE Zielinski explained that developers who damage City roads in the course of home construction are generally required to either repair the roads or pay a fine for the City to fix the roads. ACE Zielinski explained that if the road is already in disrepair, it is occasionally difficult to determine which damage was done by the individual developer. ACE Zielinski noted that after cape sealing, it would become much easier to again determine the damage done by individual developers and to hold them financially accountable.

Mr. Ragsdale said that many residents were unaware that the City holds developers financially accountable for the damage they do to roads.

In reply to John Canisz, resident of Penistone, CM Markus explained that potholes are a risk of using cape seal over road improvements because of the differences in the road bases.

Shahad Attia, resident of Croft, said that the road in front of her home is used substantially more by the church use across from her and the commercial use adjacent to her. She said those commercial owners should be assessed according to their heavier use of the road versus her use of the road.

In reply to Ms. Attia, CA Kucharek explained the special assessment process and the attendant appeal process.

In reply to Ms. Attia, CE Coatta said the church across from Ms. Attia's home was being assessed at a residential, and not a commercial, rate. CE Coatta noted that the church was being assessed on three sides.

Ms. Attia noted that she was protesting her assessment based on the church's being assessed as a residential property. Ms. Attia reiterated her statement that she and the church should not be assessed at the same rate since the church uses the road more frequently more than she does.

In reply to Mary Milton, who spoke on behalf of Bernice Bettendorf, resident of Torry, ACE Zielinski said he could not know whether the road was rated for fully-loaded semi-trucks. He explained that would be related to the original structure of the road, and not to cape sealing.

Ms. Milton praised the City Staff that fill the potholes on Torry. She stated that she was protesting Ms. Bettendorf's assessment on Ms. Bettendorf's behalf.

CA Kucharek advised Ms. Milton that a verbal proxy of protest would not suffice. CA Kucharek advised Ms. Milton that Ms. Bettendorf could register her protest of her assessment in writing submitted to the City.

In reply to Ms. Milton, CM Markus stated that the City could evaluate whether it would be appropriate to install signage prohibiting semi-trucks from using Torry as a cut-through street.

In reply to Nick Gogonis, resident of W. Melton, ACE Zielinski explained how the estimated assessment costs were calculated.

Mr. Gogonis recommended that the developers of new homes be special assessed for future road repairs. He also raised concerns about the impact of new, larger homes on the water and sewer lines.

In reply to Derrick Trumbly, resident of Croft, ACE Zielinski said it is helpful for residents to report damage done to a road by developers. ACE Zielinski also explained that the interest for an assessment paid over time is set at the confirmation of roll.

In reply to Mr. Trumbly, CM Markus confirmed that when the water, sewer, and surface of Croft is improved in the future, residents would be responsible for another assessment.

In reply to Mr. Trumbly, Commissioner Baller provided some information from the City's Unimproved Block Ratings and Costs spreadsheet.

Mr. Trumbly stated that he was protesting his assessment.

Mr. J. Canisz asked if he was on the record protesting his assessment.

ACE Zielinski and CE Coatta explained to Matt Forcina, resident of Humphrey, how the school across from Mr. Forcina's home would be assessed.

CE Coatta also answered brief informational questions for Mr. Forcina on how the assessment costs were assigned to the impacted properties.

In reply to Sandeev Sarna, resident of Croft, CE Coatta said Mr. Sarna could contact the Engineering Department for more information on his street's ranking within the Engineering Department's priority rankings.

In reply to Mr. Sarna, CM Markus confirmed the City uses the street priority rankings to assist in determining when streets should be improved.

In reply to Mr. Sarna, ACE Zielinski stated how costs were split between the City and residents for cape sealing and for road improvements.

In reply to Ray Reeves, resident of Banbury, ACE Zielinski explained how fines from developers that damaged the roads are applied to the costs of cape sealing. ACE Zielinski also said that road improvement projects tend to be planned in at least two-to-three block areas at a time in order to bring down the costs for the City and the residents.



In reply to Tom Fink, resident of Penistone, stated that developers on Banbury who caused damage likely also caused damage from driving on the surrounding roads. He asked why only the residents of Banbury received the benefit of those particular developers' fines being applied to the costs of the cape sealing project.

ACE Zielinski explained that the City could only ascertain that those developers caused damage on Banbury.

Mr. Fink said that 1616 Croft was a relatively recent build and that the developers caused damage to the road. He said he was unsure if those developers were fined.

CM Markus reiterated that it is helpful for residents to submit evidence of road damage to the City.

Mr. Fink stated that he had called the City months prior and shared concerns about the road in front of 1616 Croft. He expressed frustration that some of the onus of enforcement was on the residents.

Yannis Cannisz, 1875 Bradford, said he was protesting his assessment. He expressed his preference for a road improvement.

In reply to an inquiry from Mr. Y. Cannisz, ACE Zielinski explained that unimproved roads are improved when their combined water, sewer, and surface rankings are high enough, or when the residents in the area petition for a road improvement. Prior to those two options, the City undertakes the best possible maintenance of the current road, which in this case is a cape seal reconstruct.

Messrs. Keating, J. Canisz, Y. Canisz and Sarna asked about the petition process for road improvements. It was explained that if the residents of an area submit a petition with over half of the area's residents requesting an improved road, the City would take that into consideration.

Both ACE Zielinski and CM Markus noted that many residents have expressed preferences in the past for cape sealing over full road improvements, and so the City does not recommend road improvements for a given area until that area's priority ranking necessitates it.

The Mayor noted that the City has 26 miles of unimproved streets and can improve approximately a mile a year. She noted the City continues the cape sealing process in the interim while trying to improve areas with flooding and other significant water and sewer issues.

Donna Garlitz, resident of Banbury, thanked the City for holding developers who damage City roads financially accountable. She said that cape seal is also sometimes an appropriate option because of its relative permeability.

In reply to inquiry from Ms. Garlitz, ACE Zielinski said there have been no material changes to cape seal to make it more able to support heavy loads. He explained that the cape sealing and patch repair are generally not performed during inclement weather, and that the work has a warranty within a certain period if it fails. He explained that the City prefers to not have gravel roads because the City does not have the equipment and would require additional Staff to handle the increased maintenance requirements.

Tiffany Redwine, resident of Taunton, noted her protest of her assessment.

In reply to Don Laws, resident of Penistone, ACE Zielinski explained that DPS generally uses hot mix or cold patch asphalt to repair potholes because those are the materials at DPS' disposal.

Mr. Laws expressed concern that the cape seal would not last much longer than a year given the general usage of the road. He noted his protest of his assessment.

In reply to Mr. Keating, ACE Zielinski explained that the higher priority streets within the project area would be done in the fall and the lower priority streets within the project area would be done in the spring. He explained that the project is completed street-by-street to only disrupt one street in the project area at a time.

In reply to Mr. Keating, CM Markus explained the income sources for the road fund and how expenditures from the road fund are planned. He stated that property taxes would have to increase if the City were to use the road fund to more extensively to cover road repairs.

The Mayor noted that more information about road fund allocations and expenditures can be found in the City's annual budget. She also recommended that anyone interested review the Ad Hoc Unimproved Streets Study Committee's (AHUSSC) report to learn more about the City's approach to improving streets. She noted that both documents could be accessed on the City's website.

CM Markus echoed the Mayor's recommendation that interested residents read the AHUSSC report.

In reply to Mr. Y. Canisz, ACE Zielinski stated that the cape sealing project would not address the curbs or the driveway aprons.

The Clerk received and filed correspondence regarding the proposed SAD from John Canisz, resident of Penistone; Susan Scibor, resident of W. Melton; Scott Hess, resident of Bradford; Betty Garlitz, resident of Banbury; and, Bernice Bettendorf, resident of Torry.

A number of residents thanked the Commissioners for their time and service.

Seeing no further public comment, the Mayor closed the public hearing and invited Commission discussion.

Commissioner McLain reminded the public that the GovAlert mobile app can be used to document concerns and to send those reports to the appropriate City departments for resolution.

Commissioner Baller said it would be helpful to have a workshop to better understand the City's strategy for recommending road maintenance or road improvements. As an example, he asked whether the City considers delaying cape sealing or improvements when a given road has a lot of current private home construction, since private home construction can damage a road surface. Commissioner Baller said he also did not know what options were available if the Commission were to decline the recommended action.

Commissioner Host said it was positive that the fines from the developers on Banbury went to offsetting the costs of the special assessments for the residents on Banbury. He said that when his block was redone it took three to four days. He recommended that the City require bonds or deposits from builders in case of damage to the roads. He said that the City's present cost-split for special assessments is very high for the residents, and mentioned a nearby municipality that he said charges residents 50% of the special assessment cost. He said that these roads in the proposed special assessment district still need to be maintained, however, and offered his support for the recommended action.

Commissioner Schafer said the City needs to continue to educate residents at public hearings regarding special assessments because most residents are unfamiliar with the City's process. She said that when

residents understand the process the proposals are likely to make more sense. Commissioner Schafer said she was supportive of the recommended action given the condition of the included roads. She expressed some disappointment that a project this extensive does not move the City towards its goals of road improvements, but said she trusted Staff's evaluation. She also cautioned residents that petitions to improve roads can prove very contentious among neighbors.

In reply to the Mayor, ACE Zielinski reiterated that only a mile of road could be improved a year, in a best-case scenario. He explained that road surfaces deteriorate faster than provided for with the road improvement schedule, and so resurfacing remains necessary to maintain road functionality in the interim.

MPT Boutros described the thoroughness of the AHUSSC's study in terms of costs, benefits of different surfaces, cost-splitting, and other aspects. He concurred with Commissioner Schafer that petitions for road improvements are often unpopular. He said that while he would prefer to improve all the roads at once, the costs were prohibitive to do so. He explained that consequently the roads must be resurfaced in the meantime, and that he supported the recommended action for that reason.

Mayor Longe said she lived on an unimproved, cape sealed road, and that she has paid for resurfacing. She said that while resurfacing is not the ideal solution, the City has an obligation to maintain a driveable, plowable road condition. She confirmed MPT Boutros' statement that the City does not have the resources to improve all 26 miles of unimproved City roads simultaneously. She also noted that having the City under that amount of construction at once would be prohibitive to the residents. The Mayor stated that resurfacing allows the City to maintain the best roads possible given the present resources. She noted that the nearby municipality referenced by Commissioner Host had very little unimproved road left, and that said municipality elected to pay more in order to complete its road improvements. The Mayor offered her support for the recommended action given the condition of the included roads.

**MOTION:** Motion by Commissioner Schafer, seconded by Commissioner McLain:  
To declare necessity and approve a Special Assessment District with special assessments levied in accordance with benefits that will be derived for the properties within such assessment district. The City Commission further directs the Manager and City staff to follow all the prescribed requirements and steps detailed in City Code Chapter 94 for Special Assessments. The Special Assessment District shall include all properties within the following district of 198 parcels within the 2022 Cape Seal Program project area on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton and Eton.

And, the City Commission will meet on Monday, September 19, 2022 at 7:30 p.m. for the purpose of conducting the Confirmation of the Assessment Roll for cape-seal for the 198 parcels within the 2022 Cape Seal Program project area on Taunton between Woodward and Lincoln, Torry between Emmons and Sheffield, Bradford between Sheffield and Eton, Croft between Bradford and 14 Mile Road, Penistone between Torry and 14 Mile Road, Banbury between Torry and Sheffield, Humphrey between Torry and Eton, and Melton between Taunton and Eton.

#### Public Comment

Mr. Keating thanked the Commission and Staff for their presentation. He said a Frequently Asked Questions document would provide a lot of clarity for the residents in the future and would likely help reduce contentiousness.

Ms. Garlitz also thanked the Commission, and said that given all the circumstances she supported the motion. She said that more advanced notice might have given residents time to do more research on the item.

Commissioner McLain noted that road resurfacing is a safety issue that needs to be addressed.

ROLL CALL VOTE:     Ayes,   MPT Boutros  
                                 Commissioner Baller  
                                 Commissioner McLain  
                                 Commissioner Schafer  
                                 Commissioner Host  
                                 Mayor Longe

Nays,   None

### **09-232-22                    1283 Buckingham – Historic Designation Request**

Commissioner Haig rejoined the meeting.

PD Dupuis presented the item and introduced Keith Deyer.

Mr. Deyer spoke briefly about his home, about the architect, Wallace Frost, about the Historic District Committee's efforts to recognize homes over 100 years old, and about his disappointment with the number of home demolitions in the City.

**MOTION:**                    Motion by Commissioner Host, seconded by Commissioner Haig:  
To direct the Historic District Study Committee to begin preparation of a preliminary Historic District Study Committee report for 1283 Buckingham pursuant to Section 127-4 of the Birmingham Code of Ordinances.

Commissioner Host expressed appreciation for Mr. Deyer's comments.

Commissioner Baller noted that architects presently working in Birmingham continue to create the City's character just as Wallace Frost did. He explained he supports both historic preservation and new architectural works.

In reply to Commissioner Schafer, PD Dupuis explained the process for studying whether 1283 Buckingham should be designated as a historic resource.

Mr. Deyer summarized the outcomes of a historic designation.

Commissioner Haig thanked Mr. Deyer for pursuing a historic designation for 1283 Buckingham.

VOICE VOTE:             Ayes,   MPT Boutros  
                                 Commissioner Baller  
                                 Commissioner McLain  
                                 Commissioner Schafer  
                                 Commissioner Host  
                                 Mayor Longe  
                                 Commissioner Haig

Nays, None

## **09-233-22 Commission Items for Future Discussion**

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Host:  
To discuss, at a future Commission meeting, the installation of a town banner at Old Woodward and Maple.

VOICE VOTE: Ayes, MPT Boutros  
Commissioner Baller  
Commissioner McLain  
Commissioner Schafer  
Commissioner Host  
Mayor Longe  
Commissioner Haig

Nays, None

## **Commission Discussion On Items From A Prior Meeting**

### **VIII. REMOVED FROM CONSENT AGENDA**

### **IX. COMMUNICATIONS**

### **X. REPORTS**

#### **A. Commissioner Reports**

1. Notice of Intent to Appoint: Board of Zoning Appeals
2. Notice of Intent to Appoint: Multi Modal Transportation Board
3. Notice of Intent to Appoint: Birmingham Shopping District
4. Notice of Intent to Appoint: Alternate Hearing Officer

#### **B. Commissioner Comments**

The Mayor noted that Shelley Taub was being honored by the Women Officials' Network and that the Mayor would be presenting Ms. Taub with a proclamation for her years of service to the City.

In reply to Commissioner Haig, CM Markus stated that the City now requires a bond from builders when private construction starts in order to be able to draw down on the bond if the builders do damage to City roads.

Commissioner Haig said it would be helpful to provide that information in future special assessment district discussions, along with the street rankings. He said that explaining that developers are fined based on documentation would also be useful information to provide. He recommended that the City consider providing this information as part of some kind of public education effort as well.

In reply to Commissioner Host, CM Markus explained why the City cannot legally charge developers specifically to fund road resurfacing or road improvements. He noted that charging developers for damage they do to roads is legally valid.

#### **C. Advisory Boards, Committees, Commissions' Reports and Agendas**

1. Greenwood Cemetery Advisory Board Annual Report
  - D. Legislation
  - E. City Staff
- INFORMATION ONLY

<b>XI. ADJOURN</b>
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Mayor Longe adjourned the meeting at 10:12 p.m.

Alexandria Bingham  
City Clerk



Laura Eichenhorn  
City Transcriptionist

**Birmingham City Commission - Workshop Meeting Minutes**  
**Wednesday, September 14, 2022**  
**Baldwin Public Library – 300 W. Merrill – Rotary Room**  
**6:00 P.M.**  
**Vimeo Link: <https://vimeo.com/749008572>**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Mayor Therese Longe called the meeting to order at 6:00 p.m.

**II. ROLL CALL**

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe  
Commissioner Baller  
Commissioner Haig  
Commissioner Host  
Commissioner McLain  
Commissioner Schafer (arrived 6:08 p.m.)

Absent: Mayor Pro Tem Boutros

Staff: City Manager Markus; City Clerk Bingham, IT Manager Brunk, Police Chief Clemence, Assistant City Manager Ecker, Assistant to the City Manager Fairbairn, Finance Director Gerber, Building Official Johnson, City Attorney Kucharek, Fire Chief Wells, Department of Public Services Director Wood, Assistant City Engineer Zielinski

Strategic Planning Facilitator:  
Lew Bender

**III. PRESENTATION & COMMUNITY ENGAGEMENT**

The Mayor welcomed everyone and thanked them for attending.

Dr. Bender introduced himself and explained the strategic planning process. He began by asking some of the public attendees how long they had lived in the City, the biggest changes they had seen, the impacts of the changes, and the biggest challenges facing the City.

He then broke the Commissioners, Staff, and public attendees into five different groups to discuss the City's challenges and recommended focus areas.

Dr. Bender asked the Mayor, the City Manager, and the Assistant City Manager to move between the groups and listen in.

When the larger group reconvened, Commissioners and public attendees presented their groups' responses to the discussion prompts.

Dr. Bender explained he would write a report with the groups' responses to the discussion prompts, with included notation of topics that were repeated across lists.

The Commissioners, the City Manager, and the Mayor then offered concluding remarks.

<b>IV. ADJOURN</b>
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Seeing no further comment, Mayor Longe adjourned the meeting at 7:39 p.m.

Alexandria Bingham  
City Clerk



Laura Eichenhorn  
City Transcriptionist



**Birmingham City Commission Minutes**

**September 19, 2022**

**Municipal Building, 151 Martin**

**7:30 p.m.**

**Vimeo Link: <https://vimeo.com/751703733>**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

Alexandria Bingham, City Clerk, called the roll.

Present: Mayor Longe  
Commissioner Baller  
Commissioner Haig  
tMPT McLain  
Commissioner Schafer

Absent: Mayor Pro Tem Boutros  
Commissioner Host

Staff: Assistant City Manager Ecker; City Clerk Bingham, Planning Director Dupuis, Finance Director Gerber, City Attorney Gojcaj, Birmingham Shopping District Director Sheppard-Decius

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

**09-234-22 Nomination of tMPT McLain to Serve as Temporary Mayor Pro Tem**

**MOTION:** Nomination by Mayor Longe:  
To appoint tMPT McLain to serve as temporary Mayor Pro Tem for the evening's meeting.

VOICE VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Mayor Longe  
Commissioner Haig

Nays, None

**Announcements**

- The City continues to recommend the public wear masks while attending City meetings. All City employees, commissioners, and board members must wear a mask during meetings because adequate ventilation cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.

- The Clerk's office would like to remind voters to turn in an absentee ballot application if they wish to vote by mail for the November 8, 2022 State General Election. Absentee Ballots are tentatively scheduled to be mailed out the last week of September. If you have already turned in your application to receive a November absentee ballot and need to change the mailing location, please contact the Clerk's office as soon as possible. To review your specific voting information, request an absentee ballot, or update your voter name or address go to [mi.gov/vote](https://mi.gov/vote). The online and mail voter registration deadline is October 24th. After October 24th new voters must register in person at the clerk's office.
- Wish Commissioner Elaine McLain a Happy Birthday!
- Introduce Cristina Sheppard-Decius, new Executive Director of the Birmingham Shopping District.

## **Appointments**

Cassandra McCarthy, applicant for the Historic District Commission, was interviewed by the City Commission. Ms. McCarthy was not nominated.

### **09-235-22 Appointment of Michael Willoughby to the Design Review Board**

Mr. Willoughby was unable to attend. The Commission chose to proceed given that the application was for a reappointment.

**MOTION:** Nomination by Commissioner Haig:

To appoint Michael Willoughby as a regular member of the Design Review Board to serve a three-year term to expire September 25, 2025.

VOICE VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Mayor Longe  
Commissioner Haig

Nays, None

### **09-236-22 Appointment of Natalia Dukas to the Design Review Board**

The Commission interviewed Natalia Dukas for the appointment.

**MOTION:** Nomination by Commissioner Schafer:

To appoint Natalia Dukas as a regular member of the Design Review Board to serve a three-year term to expire September 25, 2025.

VOICE VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Mayor Longe  
Commissioner Haig

Nays, None

### **09-237-22 Appointment of Dennis (Sam) Lanfear to the Design Review Board**

The Commission interviewed Dennis (Sam) Lanfear for the appointment.

**MOTION:** Nomination by tMPT McLain :

To appoint Dennis (Sam) Lanfear as an alternate member of the Design Review Board to serve a three-year term to expire September 25, 2025.

VOICE VOTE:           Ayes, Commissioner Baller  
                              tMPT McLain  
                              Commissioner Schafer  
                              Mayor Longe  
                              Commissioner Haig

Nays, None

#### **09-238-22 Appointment of Samantha Cappello to the Design Review Board**

Ms. Cappello was unable to attend. The Commission chose to proceed given that the application was for a reappointment.

**MOTION:** Nomination by Commissioner Baller:

To appoint Samantha Cappello as an alternate member of the Design Review Board to serve a three-year term to expire September 25, 2025.

VOICE VOTE:           Ayes, Commissioner Baller  
                              tMPT McLain  
                              Commissioner Schafer  
                              Mayor Longe  
                              Commissioner Haig

Nays, None

#### **09-239-22 Appointment of Natalia Dukas to the Historic District Commission**

The Commission interviewed Natalia Dukas for the appointment.

**MOTION:** Nomination by Commissioner Schafer:

To appoint Natalia Dukas as a regular member to the Historic District Commission to serve a three-year term to expire September 25, 2025.

VOICE VOTE:           Ayes, Commissioner Baller  
                              tMPT McLain  
                              Commissioner Schafer  
                              Mayor Longe  
                              Commissioner Haig

Nays, None

#### **09-240-22 Appointment of Michael Willoughby to the Historic District Commission**

Mr. Willoughby was unable to attend. The Commission chose to proceed given that the application was for a reappointment.

**MOTION:** Nomination by Commissioner Baller:  
To Michael Willoughby appoint as a regular member to the Historic District Commission to serve a three-year term to expire September 25, 2025.

VOICE VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Mayor Longe  
Commissioner Haig

Nays, None

#### **09-241-22 Appointment of Steven Lemberg to the Historic District Commission**

The Commission interviewed Steven Lemberg for the appointment.

**MOTION:** Nomination by tMPT McLain:  
To appoint Steven Lemberg as an alternate member to the Historic District Commission to serve a three-year term to expire September 25, 2025.

VOICE VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Mayor Longe  
Commissioner Haig

Nays, None

It was noted that the City Clerk would contact all appointees who attended by Zoom or were absent to be sworn in at a later date.

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

#### **V. CONSENT AGENDA**

##### **09-242-22 Consent Agenda**

The following items were pulled from the Consent Agenda:

Commissioner Haig: Item D – Certification of Compliance with State of Michigan Public Act 152 of 2011  
tMPT McLain: Item H – Peabody Structure – Emergency Shoring & Column Repair Shoring Rental

**MOTION:** Motion by Commissioner Haig, tMPT McLain:  
To approve the Consent Agenda excluding Items D and H.

ROLL CALL VOTE: Ayes, Commissioner Baller

tMPT McLain  
Commissioner Schafer  
Mayor Longe  
Commissioner Haig

Nays, None

- A. Resolution to approve the City Commission Workshop meeting minutes of September 12, 2022.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 14, 2022, in the amount of \$24,951,292.78.
- C. Resolution to approve a special event permit as requested by the Lutheran Church of the Redeemer to hold the 2022 Christmas Nativity Display daily, beginning on November 23, 2022 and ending December 30, 2022, contingent upon compliance with all permit and insurance requirements and payment of all fees, and further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event.
- E. Resolution authorizing the issuance of the Request for Proposals, as recommended by the Library Board, for construction management services for the expansion and renovation of the Front Entrance and Circulation area of the Baldwin Public Library, with the necessary funds to be paid by the Library.
- F. Resolution to set a public hearing date of October 24, 2022 to consider ordinance amendments to Article 3, Section 3.04, Article 3, Section 3.09, Article 4, Section 4.90 and Article 9, Section 9.02 of the Zoning Ordinance to revise the window standards to adjust the definition of clear glazing and to eliminate lightly tinted glazing.
- G. Resolution to set a public hearing date of October 24, 2022 to consider ordinance amendments to Article 4, Section 4.03 of the Zoning Ordinance to add language to permit air conditioning units in the required side yard under certain conditions.

**09-243-22                      (Item D) Certification of Compliance with State of Michigan Public Act 152 of 2011**

Commissioner Haig recommended this item receive an independent roll call vote given the requirement for a  $\frac{2}{3}$  vote and the absence of two Commissioners from the meeting.

The Mayor concurred.

**MOTION:**                      Motion by Commissioner Haig, seconded by tMPT McLain:  
To authorize the City's compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City's option to exempt itself from the requirements of the Act; and further, to direct the Assistant City Engineer and Finance Director to sign and submit the required form to MDOT.

ROLL CALL VOTE:      Ayes, Commissioner Baller  
                                 tMPT McLain  
                                 Commissioner Schafer  
                                 Mayor Longe  
                                 Commissioner Haig

Nays, None

**09-244-22                    (Item H) Peabody Structure – Emergency Shoring & Column Repair Shoring Rental**

tMPT McLain informed the public that supporting information regarding expenditures like these can be found in the evening's agenda packet. She spoke in support of the proposal.

The Mayor reminded the public that funds spent on the parking system come from fees charged by the parking system and not from residents' taxes.

**MOTION:**                    Motion by tMPT McLain, seconded by Commissioner Schafer:  
To confirm City Manager's authorization for the expenditure related to the rental of shoring at the Peabody Street Structure for a cost not to exceed \$6,000 to be charged to the Automobile Parking System Fund, Peabody Parking Structure Capital Outlay Building account #514.1.594.004-977.0000.

ROLL CALL VOTE:        Ayes, Commissioner Baller  
                                 tMPT McLain  
                                 Commissioner Schafer  
                                 Mayor Longe  
                                 Commissioner Haig

Nays, None

<b>VI.      UNFINISHED BUSINESS</b>
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<b>VII.     NEW BUSINESS</b>
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**09-245-22                    Public Hearing - Confirming Roll for 2022 Cape Seal Program Special Assessment District**

Commissioner Haig recused himself from the item given his residence within the affected area.

The Mayor opened the public hearing.

In reply to a request from the Mayor, CA Gojcaj provided guidance on the types of public comments pertinent to the item.

FD Gerber presented the item.

Public Comment

In reply to Donna Garlitz, resident of Banbury, FD Gerber stated that the estimated price per linear foot was based off of recent projects in the area. He explained that the roll would be updated later with actual costs, not to exceed 25% of the approved roll. He noted that notice would be provided to the residents of the actual cost, once determined. He stated that residents would have no ability to protest their actual assessment cost if it is within the 25% limit.

The Clerk received and filed two letters of protest regarding the item: one from Thomas Fink, resident of Penistone, and one from Susan Scibor, resident of Melton. Additionally an email to ACE Zielinski from Bernice Bettendorf, resident of 1741 Torry, was received in protest of the assessment.

ACM Ecker explained the differences in the costs for the two blocks on Banbury. She noted that one block sustained damage and received a payment from the developer to repair the damage, which was applied to the cost of the assessment. The other block's costs were processed normally.

In reply to tMPT McLain, FD Gerber confirmed that now would be the appropriate time for residents to protest anything about the item that fell within CA Gojcaj's aforementioned provided guidelines.

In reply to Mary Milton, resident of Torry, ACM Ecker said that Staff would get back to her about the weight limit for cape sealed roads.

Yannis Canisz, stating his addresses as both 1777 Penistone and 1875 Bradford, protested the amount of his assessment.

Seeing no further public comment, the Mayor closed the public hearing.

The Commission had no questions or comments.

**MOTION:** Motion by Commissioner Schafer, seconded by tMPT McLain:  
To confirm special assessment roll 899 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 899, has been heretofore prepared for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction and

The Commission Resolution 08-208-22 provided it would meet this 19th day of September, 2022 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this September 19th, 2022, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 899 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that special assessment shall be payable in three (3) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of six and one half percent (6.5%) on all unpaid installments.

## Public Comment

In reply to an inquiry from Ms. Milton, FD Gerber stated that the agenda item pertaining to this topic during the September 12, 2022 Commission meeting had a listing of the linear feet for each property. He stated that the notice of the lien on the property for the assessment would also include information on the calculation of the linear feet of the property.

CA Gojcay noted that the information on affected residences' linear feet was also included in the evening's agenda item.

tMPT McLain reiterated that motion allowed for the special assessment to be payable in three (3) payments, with an annual interest rate of six and one half percent (6.5%) on all unpaid installments.

ROLL CALL VOTE:     Ayes, Commissioner Baller  
                                 tMPT McLain  
                                 Commissioner Schafer  
                                 Mayor Longe

Nays, None

### **09-246-22                    Public Hearing for 460 N. Old Woodward – Wilders Bistro – Special Land Use Permit, Final Site Plan & Design Review**

Commissioner Haig rejoined the meeting.

The Mayor opened the public hearing.

PD Dupuis presented the item.

Samy Eid, applicant, and Victor Saroki, architect, both spoke on behalf of the project.

Stuart Borman, tenant on Shirley, expressed concerns about: visitors to Wilders parking in the reserved parking spaces behind 450 N. Old Woodward, the potential for increased pedestrian-vehicle conflict in the area, and concerns about how these plans might impact sight-lines when exiting the access drive to head southbound on N. Old Woodward.

In reply to Mr. Borman, Mr. Saroki stated:

- The combination of the two current access drives into one wider access drive represented an improvement of the safety conditions of the site. The Planning Board agreed the combined access drive would also be safer than the site's present conditions;
- The outdoor dining platform would be located in the street to decrease congestion on the sidewalk and to maintain sight distances for the access drive and on-street parking; and,
- The applicant team would also be happy to post signs prohibiting restaurant visitors from using Mr. Borman's spaces in the rear of the building.

Mr. Eid noted that Wilders would be reservation-based, and so it would be unlikely that pedestrians would be lingering in front of the building when visiting, thus decreasing the likelihood of pedestrian-vehicle conflict.



ACM Ecker noted that the activation of the area is the intent of the bistro ordinance. She noted that more pedestrian and outdoor dining activity in the area would also likely calm traffic and make the area safer in that sense.

Seeing no further public comment, the Mayor closed the public hearing.

Commissioner Haig asked whether the City's traffic consultant should review the project's access drive.

In reply to Commissioner Haig, Messrs. Saroki and Eid suggested that they could stripe their access drive down the middle and/or install a small stop sign at the bottom before the access drive crosses the sidewalk to reduce the likelihood of any vehicle-vehicle or pedestrian-vehicle conflict.

ACM Ecker noted that decreasing the number of access drives from two to one for this project would also decrease opportunities for pedestrian-vehicle conflict.

The Mayor concurred, noting that fewer curb cuts make pedestrian conditions safer.

Mr. Borman said that left turns from the access drive onto N. Old Woodward are difficult.

It was noted for Mr. Borman that a right turn onto N. Old Woodward could be made, with a left turn occurring at the median.

The Mayor also suggested that the exit from the access drive onto N. Old Woodward could be evaluated by the Multi-Modal Transportation Board for a possible 'No Left Turn' sign.

In reply to Commissioner Haig, Mr. Eid confirmed that the design of the outdoor dining deck was intended to be aligned with the pending outdoor dining ordinance changes.

**MOTION:** Motion by Commissioner Baller, seconded by tMPT McLain:  
To approve the Special Land Use Permit, Final Site Plan and Design Review application for 460 N. Old Woodward – Wilders.

tMPT McLain said the signage and attention to safety should be used as a template for other establishments in the future.

The Mayor commended the applicants on the thoughtfulness of the design and said locating the outdoor dining platform in the street was appropriate given the pedestrian traffic on the sidewalk.

Commissioner Schafer concurred with the Mayor regarding the thoughtfulness of the design.

ROLL CALL VOTE: Ayes, Commissioner Baller  
tMPT McLain  
Commissioner Schafer  
Mayor Longe  
Commissioner Haig

Nays, None

## Commission Items for Future Discussion

## **Commission Discussion On Items From A Prior Meeting**

To be discussed at a future meeting.

### **VIII. REMOVED FROM CONSENT AGENDA**

### **IX. COMMUNICATIONS**

- A. McNulty Letter Regarding Assault Rifles

### **X. REPORTS**

- A. Commissioner Reports

tMPT McLain stated residents seeking to receive more information about tuition reimbursement could visit the Michigan Municipal League website.

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

ACM Ecker presented highlights from the report.

INFORMATION ONLY

### **XI. ADJOURN**

Mayor Longe adjourned the meeting at 8:49 p.m.

Alexandria Bingham  
City Clerk



Laura Eichenhorn  
City Transcriptionist

**City of Birmingham**  
**Warrant List Dated 09/21/2022**

Meeting of 10/03/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
287845		008872	ACE DOOR COMPANY	172.00
287846	*	007266	AETNA BEHAVIORAL HEALTH LLC	37.83
287847	*	009507	AIR HANDLERS SERVICE CORP.	1,563.50
287848		003708	AIRGAS USA, LLC	284.36
287849	*	007329	ALL AMERICAN ARENA PRODUCTS LLC	4,570.23
287850		BDREFUND	ALLIED SIGNS INC	500.00
287851		BDREFUND	ARANEAE INC	400.00
287852	*	006759	AT&T	140.38
287853	*	006759	AT&T	140.06
287854	*	006759	AT&T	287.64
287855	*	004027	AUTOMATED BENEFIT SVCS INC	11,465.22
287856		BDREFUND	BAKER DESIGN AND BUILD	200.00
287857		001122	BOB BARKER CO INC	998.80
287858		003012	BATTERIES PLUS BULBS	95.76
287859	*	007129	BELFOR PROPERTY RESTORATION	20,650.00
287860		BDREFUND	BERGSMAN WIAND BOUCHARD & CO	1,720.00
287861		BDREFUND	BLOOMFIELD CONSTRUCTION CO	300.00
287863	*	MISC	BRIAN CURRAN	185.00
287864	*	006953	JACQUELYN BRITO	29.84
287865		BDREFUND	BROWN, JAMES MATTHEW	200.00
287866		BDREFUND	BRUTTELL ROOFING INC	300.00
287867		007365	BSN SPORTS LLC	1,253.72
287868		003907	CADILLAC ASPHALT, LLC	1,298.40
287869	*	009078	CANON SOLUTIONS AMERICA INC	90.00
287870	*	000444	CDW GOVERNMENT INC	11,937.25
287871	*	009122	CLAIRE CHUNG	115.50
287872		000605	CINTAS CORPORATION	164.06
287873	*	000605	CINTAS CORPORATION	90.85
287874		000605	CINTAS CORPORATION	25.46
287875	*	000605	CINTAS CORPORATION	115.43
287876		000605	CINTAS CORPORATION	374.46
287877		BDREFUND	CLEAR CHOICE CONTRACTORS	361.25
287878	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,625.43
287879	*	004026	COFINITY	1,513.75
287880		000979	COMERICA BANK	3,203.62
287881		BDREFUND	Construction Contractors, LLC	1,000.00
287882	*	000627	CONSUMERS ENERGY	288.55
287883		000177	DELWOOD SUPPLY	149.68
287884	*	000179	DTE ENERGY	38.98
287885	*	000180	DTE ENERGY	8,990.20
287886		000274	E-Z-GO DIVISION OF TEXTRON INC	68.92
287887		007505	EAGLE LANDSCAPING & SUPPLY	175.00

**City of Birmingham**  
**Warrant List Dated 09/21/2022**

Meeting of 10/03/2022

Check Number	Early Release	Vendor #	Vendor	Amount
287888	*	007538	EGANIX, INC.	720.00
287889		BDREFUND	ELIE'S HOME IMPROVEMENT LLC	200.00
287890		BDREFUND	EMILIO CONSTRUCTION	1,900.00
287891		009425	ENCURATE MOBILE TECHNOLOGY	300.00
287892	*	009250	ERIKA BASSETT	2,084.45
287893		001495	ETNA SUPPLY	18,025.00
287894		BDREFUND	FARIDA, THOMAS J	300.00
287895	*	000936	FEDEX	95.88
287896		BDREFUND	FELDMAN, ANN	100.00
287897		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	300.00
287898		BDREFUND	GARDNER BUILDERS INC	200.00
287899		BDREFUND	GERMANO, CHELSEA N	100.00
287900		BDREFUND	GILL, ROTEM ZVI	300.00
287901	*	001771	GOLF ASSOC. OF MICHIGAN	300.00
287902	*	004604	GORDON FOOD	1,911.52
287903	*	000249	GUARDIAN ALARM	30.00
287904		001531	GUNNERS METER & PARTS INC	1,335.00
287905		MISC	HENDERSON GLASS	379.45
287906	*	001956	HOME DEPOT CREDIT SERVICES	1,264.44
287907		BDREFUND	HOME DEPOT USA INC	500.00
287908		001874	HUNT SIGN COMPANY, INC	1,152.00
287909		BDREFUND	HUNTER ROBERTS HOMES	300.00
287910		009500	IBM CORPORATION	4.00
287911		000342	IBS OF SE MICHIGAN	556.89
287916		BDREFUND	ITALY AMERICAN CONSTRUCTION CO	500.00
287917		BDREFUND	James Swift Construction	100.00
287918		MISC	JOE PIZIK ELECTRIC, INC.	1,237.33
287919		BDREFUND	K & A SIGNS, INC	300.00
287920		BDREFUND	K.D. CEMENT LLC	100.00
287921	*	004088	KGM DISTRIBUTORS INC	356.00
287922		009532	KNRCONTROL LLC	700.00
287923		009524	KRAEMER DESIGN GROUP LLC	3,850.00
287924		BDREFUND	KRISTINE JOY MCFARLANE	100.00
287925	*	008792	JOSEPH LAMBERT	1,792.98
287926		BDREFUND	LAYER, PETER FRANCIS	300.00
287927		MISC	LEXIPOL	2,427.60
287929		009375	LITHIA MOTORS, INC SUPPORT SERVICES	145.98
287930		BDREFUND	LIVE WELL CUSTOM HOME LLC	11,000.00
287931		BDREFUND	LMB PROPERTIES LLC	900.00
287932		BDREFUND	LUPO HOME IMPROVEMENTS INC	200.00
287933		BDREFUND	LYNCH CUSTOM HOMES	2,400.00
287934		008248	MALWAREBYTES, INC	4,172.50
287935		BDREFUND	MASSIMO D AGOSTINO	100.00

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Check Number	Early Release	Vendor #	Vendor	Amount
287936	*	009085	MGSE SECURITY LLC	130.00
287937		007479	MICHIGAN BREAD BAKERY	75.50
287938	*	MISC	MICHIGAN CNG SYSTEMS	1,250.00
287939		003099	MICHIGAN POLICE EQUIP.	2,220.00
287940	*	006461	MID AMERICA RINK SERVICES	4,938.27
287941	*	005634	GINA MOODY	84.79
287942	*	008211	MULTI-PLAN	4.50
287943	*	005431	NILFISK, INC.	1,700.24
287944		BDREFUND	NORWOOD HOMES LTD	100.00
287945		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	200.00
287946		002853	OAKLAND COMMUNITY COLLEGE	930.00
287947		000477	OAKLAND COUNTY	309,159.68
287947	*	000477	OAKLAND COUNTY	195,078.36
287948	*	000477	OAKLAND COUNTY	30.00
287949	*	001450	OAKLAND COUNTY PKS & REC COMM.	64.00
287950		000919	OAKLAND COUNTY TREASURER	14,074.92
287951	*	003461	OBSERVER & ECCENTRIC	133.84
287952	*	009478	ODP BUSINESS SOLUTIONS, LLC	1,230.66
287953		BDREFUND	OMNI DEVELOPMENT	200.00
287954		BDREFUND	PHILLIPS SIGN & LIGHTING INC	200.00
287955	*	000801	POSTMASTER	1,941.45
287956		BDREFUND	PREMIER BUILDER INC	300.00
287957		BDREFUND	PREMIER ROOFING AND RENOVATIONS	100.00
287958		BDREFUND	PRIME HOME REMOD LLC	100.00
287959		001132	PRIMO'S PIZZA	379.76
287960		BDREFUND	RALPH SCHEEL INCORPORATED	100.00
287961		007252	RAY WIEGAND'S NURSERY INC.	5,131.85
287962		MISC	RESCUE DIRECT	638.94
287963		BDREFUND	RICHARD KEITH WIAND	5,000.00
287964		006590	SECURE DOOR, LLC	445.50
287964	*	006590	SECURE DOOR, LLC	445.50
287965		BDREFUND	SIGNAL RESTORATION SERVICES	100.00
287967		000260	SPARTAN DISTRIBUTORS INC	357.21
287968		BDREFUND	SPRINGVIEW HOMES INC	200.00
287969		BDREFUND	STEWART BUILDING	2,000.00
287970		BDREFUND	SYNERGY GROUP, INC	5,000.00
287971	*	001076	TAYLOR FREEZER OF MICH INC	325.00
287972		009526	TELLURIS ARCHITECTURE & URBAN PLANN	29,146.21
287973		BDREFUND	THORTON & GROOMS	1,000.00
287974	*	MISC	TIM OLDHAM	185.00
287975		000275	TIRE WHOLESALERS CO INC	599.04
287976		006735	TURNER RESTORATION	150.00
287977		004379	TURNER SANITATION, INC	150.00

**City of Birmingham**  
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Check Number	Early Release	Vendor #	Vendor	Amount
287977	*	004379	TURNER SANITATION, INC	342.97
287978	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	23,679.36
287979		007226	VALLEY CITY LINEN, INC	323.65
287980	*	000293	VAN DYKE GAS CO.	140.45
287981	*	000158	VERIZON WIRELESS	338.16
287982	*	000158	VERIZON WIRELESS	149.14
287983		BDREFUND	WEATHERGUARD ROOFING	100.00
287984		000299	WEINGARTZ SUPPLY CO.	495.99
287986		005112	WOLVERINE	364.05
287987	*	008391	XEROX CORPORATION	121.39
SUBTOTAL PAPER CHECK				\$751,817.53
<u>EFT TRANSFER</u>				
" "		009521	AWS	180.53
" "		CC MISC	BALLARD INC	139.98
" "		CC MISC	BUILDER'S BOOK INC.	800.95
" "		CC MISC	BULBS.COM	242.89
" "		CC MISC	DERO	275.00
" "		008776	DERO	126.40
" "		CC MISC	ENCOMPASS SUPPLY CHAIN SOLUTIONS	135.58
" "		CC MISC	FRANKEMUTH BAVARIAN INN LODGE	84.75
" "		CC MISC	GRAND HOTEL	2,472.10
" "		CC MISC	GRAND HOTEL	476.72
" "	*	001956	HOME DEPOT CREDIT SERVICES	108.93
" "		CC MISC	ISACA	484.00
" "	*	CC MISC	JETS PIZZA	45.48
" "		004738	MGFOA	120.00
" "		004663	MGIA-MICHIGAN GREEN INDUSTRY ASSOC.	890.00
" "		CC MISC	MI GMIS	125.00
" "		CC MISC	MICHIGAN MUNICIPAL LEAGUE	520.00
" "		CC MISC	NEWFORD GROUP INC.	141.35
" "	*	CC MISC	OAKLAND PRESS	14.00
" "		CC MISC	PEARSON EDUCATION	224.99
" "	*	CC MISC	PENSKE TRUCK	154.59
" "	*	009528	PENSKE TRUCK LEASING	168.81
" "		002589	SHANTY CREEK RESORTS	296.40
" "		CC MISC	TRI AREA TRUCKING SCHOOL	1,900.00
" "		CC MISC	U.S. MATTRESS	2,619.00
" "		CC MISC	US POSTAL SERVICE	10.20
" "		CC MISC	USCONNECT VENDING	23.10
" "		CC MISC	ACE CUTTING EQUIPMENT AND SUPPLY, I	131.51
" "		CC MISC	BAILEY'S INC	30.96
" "		CC MISC	CHEF MINUTE MEALS, INC.	499.50
" "		CC MISC	ESSLINGER.COM	201.02

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Check Number	Early Release	Vendor #	Vendor	Amount
" "		CC MISC	KALAMAZOO COUNTY FIRE CHIEFS ASSOC	35.00
" "		002253	NATIONAL BUSINESS FURNITURE	1,658.00
" "		CC MISC	PLATINUM EDUCATIONAL GROUP	182.50
" "		CC MISC	POLLARDWATER	0.00
" "		CC MISC	POSITIVE PROMOTIONS	880.63
" "		CC MISC	RTIC	468.92
" "		CC MISC	SMEDE-SON STEEL& SUPPLY PONTIAC	296.80
" "		009117	ALL CITY DOGS INC	250.00
" "		CC MISC	VIKING ESP CORPORATION	859.02
" "		CC MISC	WEBSTAIRANT STORE	1,613.68
" "	*	CC MISC	WAYFAIR LLC	93.27
" "	*	CC MISC	JETS PIZZA	178.30
" "	*	CC MISC	JET'S PIZZA	218.48
" "	*	CC MISC	KROGER	61.42
" "		CC MISC	JETS PIZZA	45.48
" "	*	CC MISC	JIMMY JOHNS	49.92
" "		009470	GREAT LAKES WINE & SPIRITS	361.20
" "		009481	PREMIUM DISTRIBUTORS	177.35
SUBTOTAL EFT TRANSFER				\$21,073.71

ACH TRANSACTION

6067	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	44,018.17
6073		000394	AERO FILTER INC	1,150.00
6074	*	009323	ALEXANDRIA BINGHAM	1,849.30
6075		009126	AMAZON CAPITAL SERVICES INC	778.29
6075	*	009126	AMAZON CAPITAL SERVICES INC	208.78
6076	*	000517	BEIER HOWLETT P.C.	37,947.20
6077	*	007345	BEVERLY HILLS ACE	47.10
6078		006683	BIRMINGHAM LAWN MAINTENANCE, INC	25,229.00
6079		009183	BOB ADAMS TOWING	285.00
6080		009423	CITY OF BIRMINGHAM #247	375.00
6080	*	009423	CITY OF BIRMINGHAM #247	9,557.31
6081	*	008044	CLUB PROPHET	540.00
6082		002668	CONTRACTORS CLOTHING CO	398.72
6083		001367	CONTRACTORS CONNECTION INC	630.90
6084	*	009195	CROWN CASTLE FIBER LLC	4,605.55
6085	*	009181	DELTA TEMP SERVICES INC	4,202.99
6086	*	000565	DORNBOS SIGN & SAFETY INC	83.95
6087		007684	ELITE TRAUMA CLEAN-UP INC.	70.00
6088	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	720.00
6089		006181	FIRST CHOICE COFFEE SERV	177.38
6090	*	007314	FLEIS AND VANDENBRINK ENG. INC	2,257.50
6091		000217	FOUR SEASON RADIATOR SERVICE INC	913.20

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6092	*	007807	G2 CONSULTING GROUP LLC	14,320.05
6093	*	000243	GRAINGER	488.25
6094	*	001672	HAYES PRECISION INC	32.50
6095	*	007870	J.C. EHRLICH CO. INC.	148.03
6096		000186	JACK DOHENY COMPANIES INC	48.52
6097	*	002576	JAX KAR WASH	137.00
6098	*	003458	JOE'S AUTO PARTS, INC.	986.47
6099	*	005550	LEE & ASSOCIATES CO., INC.	1,436.53
6100	*	000795	LIBRARY DESIGN ASSOCIATES, INC.	34,760.00
6102	*	006359	NYE UNIFORM COMPANY	492.50
6103	*	003351	PAMAR ENTERPRISES INC	631,219.61
6104	*	003554	RKA PETROLEUM	2,340.51
6105	*	001181	ROSE PEST SOLUTIONS	1,248.00
6106		006832	SAFEWARE INC.	911.50
6107		009301	SECURE-CENTRIC INC	1,262.42
6108	*	003785	SIGNS-N-DESIGNS INC	1,716.00
6109	*	000254	SOCRRA	150.00
6110	*	001097	SOCWA	259,463.91
SUBTOTAL ACH TRANSACTION				\$1,087,207.14
GRAND TOTAL				\$1,860,098.38

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 09/28/2022

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
287988		001082	ABSOLUTE SALES INTERNATIONAL	1,606.50
287989	*	009372	ALLIED FIRE SALES & SERVICE	98.37
287990	*	009393	AMANDA MCBRIDE	250.00
287991	*	TAXMISC	ANDREW AND AMY CONTI	1,558.23
287992		000500	ARTECH PRINTING INC	531.00
287993	*	006759	AT&T	287.64
287994	*	003703	AT&T MOBILITY	792.99
287995		BDREFUND	B-DRY SYSTEM OF MICHIGAN INC	100.00
287996		000843	BAKER & TAYLOR BOOKS	130.01
287997	*	009383	BATTIE LAW PLLC	1,000.00
287998		BDREFUND	BINGHAM DEVELOPMENT LLC	1,400.00
287999	*	TAXMISC	BINGHAM DEVELOPMENT LLC	9,159.32
288000		007540	BIO SYSTEMS, INC.	1,245.00
288001		BDREFUND	BLUMKE INSTALLATIONS	100.00
288002		003914	BOOK PAGE	648.00
288003		003526	BOUND TREE MEDICAL, LLC	396.40
288004		003907	CADILLAC ASPHALT, LLC	1,965.44
288005	*	009078	CANON SOLUTIONS AMERICA INC	163.20
288006		007933	CARDNO, INC.	1,207.26
288007		BDREFUND	CARRILLO-ZUNIGA, MARCO	100.00
288008		008959	CASS COLLISION CLAWSON, INC	2,895.10
288009		BDREFUND	CENTRAL DEVELOPMENT CORP	500.00
288010	*	UBREFUND	CHRIS CUDNIK	1,477.00
288011		000605	CINTAS CORPORATION	432.36
288012	*	000912	MARK CLEMENCE	809.26
288013	*	008955	COMCAST	524.08
288014	*	000627	CONSUMERS ENERGY	3,131.65
288015		008582	CORE & MAIN LP	273.60
288016		MISC	CRIME PREVENTION ASSOC. OF MICHIGAN	395.00
288017		009024	THE D.M. BURR GROUP	3,775.00
288018		BDREFUND	DANIEL JOSEPH LYNCH	200.00
288019		BDREFUND	DAVID KORZAN/WINDOW PRO	100.00
288020	*	000179	DTE ENERGY	33.06
288021	*	000179	DTE ENERGY	2,110.52
288022	*	000179	DTE ENERGY	65.58
288023	*	000179	DTE ENERGY	358.95
288024	*	000179	DTE ENERGY	8,163.29
288025	*	000179	DTE ENERGY	1,486.37
288026	*	000179	DTE ENERGY	3,444.60
288027	*	000179	DTE ENERGY	2,138.02
288028	*	000179	DTE ENERGY	14.79
288029	*	000179	DTE ENERGY	1,048.04

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Check Number	Early Release	Vendor #	Vendor	Amount
288030	*	000179	DTE ENERGY	29.57
288031	*	000179	DTE ENERGY	15.44
288032	*	000179	DTE ENERGY	16.87
288033	*	000179	DTE ENERGY	422.29
288034	*	000179	DTE ENERGY	822.75
288035	*	000179	DTE ENERGY	18.68
288036	*	000179	DTE ENERGY	296.00
288037		000179	DTE ENERGY	21.16
288038	*	000179	DTE ENERGY	24.38
288039	*	009340	DVM UTILITIES	21,586.42
288040		004493	ELITE IMAGING SYSTEMS, INC	742.64
288041		BDREFUND	EMMER, ALLAN M	100.00
288042		001495	ETNA SUPPLY	1,590.54
288043		009366	EXPERT HEATING & COOLING	438.00
288044		004574	FAIR-WAY TILE & CARPET, INC.	1,469.00
288045		008495	FALCON ASPHALT REPAIR EQUIPMENT	459.70
288046		001223	FAST SIGNS	81.46
288047		BDREFUND	FINISHED BASEMENTS PLUS LLC	200.00
288048	*	007366	FIRST ADVANTAGE OCCUPATIONAL CORP	44.33
288049		002532	GOLLING CHRYSLER JEEP DODGE INC	5,150.55
288050	*	004604	GORDON FOOD	1,203.88
288051	*	006666	GRID 4 COMMUNICATIONS INC.	226.74
288052		000249	GUARDIAN ALARM	259.05
288053	*	UBREFUND	HENRY FORD III	728.81
288054	*	001956	HOME DEPOT CREDIT SERVICES	1,848.76
288055		BDREFUND	HOME INSPECTION PLUS INC	200.00
288056		009029	HORIZON COMMUNICATIONS CO. INC	408.00
288057		001415	HORNUNG'S PRO GOLF SALES INC	117.07
288058		006416	HUNTINGTON WOODS POOLS & SPAS, INC	118.96
288059	*	009401	IRENE S WASSEL	250.00
288060		MISC	JOEL INGERSOLL	1,105.00
288061	*	TAXMISC	JOHN MARELLA	1,000.00
288062		BDREFUND	JOHN MCCARTER CONSTRUCTION LLC	100.00
288063	*	009403	JUSTIN ZAYID	250.00
288064		BDREFUND	KELLY BUILDING & DEVELOPMENT CO LLC	300.00
288065		004904	KONICA MINOLTA BUSINESS SOLUTIONS	3,895.25
288066		BDREFUND	LAKES DEVELOPMENT GROUP	2,000.00
288067		BDREFUND	LANCTOT, JAMES EDWARD	100.00
288068	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,600.00
288069	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	500.00
288070		009533	LIBRARY IDEAS, LLC	407.47
288071	*	TAXMISC	LPH VENTURES IV LLC AND	853.88
288072	*	008229	MIKE MANZO	986.81

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Check Number	Early Release	Vendor #	Vendor	Amount
288073		000888	MCKENNA ASSOCIATES INC	36,848.25
288074		BDREFUND	MICHIGAN REAL ESTATE & CONSTR	100.00
288075	*	006461	MID AMERICA RINK SERVICES	2,468.00
288076		BDREFUND	Midwest Sign Company	300.00
288077		000230	MIKE SAVOIE CHEVROLET INC	94.50
288078	*	005634	GINA MOODY	51.51
288079		MISC	MR GAS	195.00
288080		BDREFUND	MYERS INNOVATIONS	500.00
288081		BDREFUND	NICHOLAS A GUY	100.00
288082		009506	NORTH AMERICAN SHOOTING SUPPLY	2,330.00
288083		008687	NORTH BREATHING AIR, LLC	584.00
288084		BDREFUND	NORWOOD HOMES LTD	100.00
288085	*	UBREFUND	NOVI OFFICE HOLDINGS LLC	6,113.00
288086		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	200.00
288087		002853	OAKLAND COMMUNITY COLLEGE	695.00
288088	*	009478	ODP BUSINESS SOLUTIONS, LLC	182.45
288089		BDREFUND	PCI INDUSTRIES, INC.	500.00
288090		BDREFUND	PRM CUSTOM BUILDERS LLC	550.00
288091		008852	REDGUARD FIRE & SECURITY INC	834.00
288092		BDREFUND	RENEWAL BY ANDERSEN	1,000.00
288093		BDREFUND	RENEWAL BY ANDERSEN LLC	500.00
288094		BDREFUND	RENNER BROS CONSTRUCTION INC	200.00
288095	*	003365	EDWARD ROSETT	65.00
288096		000218	ROYAL OAK P.D.Q. LLC	68.00
288097		BDREFUND	SIGN EMPORIUM	300.00
288098		BDREFUND	SIGN-A-RAMA	50.00
288099	*	007882	MICHAEL SIMPSON	340.50
288100		BDREFUND	SOARING PINE CAPITAL REAL ESTATE	500.00
288101		007907	SP+ CORPORATION	2,000.00
288102		000260	SPARTAN DISTRIBUTORS INC	227.00
288103		000275	TIRE WHOLESALERS CO INC	208.66
288104		004379	TURNER SANITATION, INC	285.00
288105	*	000293	VAN DYKE GAS CO.	140.45
288106	*	000158	VERIZON WIRELESS	128.64
288107	*	000158	VERIZON WIRELESS	1,164.79
288108	*	002996	GREG WALD	129.27
288109		BDREFUND	WINDOW PRO HOLDINGS LLC	500.00
288110	*	008391	XEROX CORPORATION	679.08
288111		007683	ZORO'S CHRISTMAS LIGHTS	14,400.00
SUBTOTAL PAPER CHECK				\$183,737.19
<u>ACH TRANSACTION</u>				
6116	*	002284	ABEL ELECTRONICS INC	850.00
6117	*	005686	ADVANCED MARKETING PARTNERS INC	954.00

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Check Number	Early Release	Vendor #	Vendor	Amount
6118		009126	AMAZON CAPITAL SERVICES INC	1,577.07
6118	*	009126	AMAZON CAPITAL SERVICES INC	42.98
6119	*	003243	AMERICAN PRINTING SERVICES INC	2,010.00
6120	*	000518	BELL EQUIPMENT COMPANY	1,057.49
6121		006683	BIRMINGHAM LAWN MAINTENANCE, INC	294.00
6121	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	598.50
6122	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	123.91
6123	*	008983	BRENNA SANDLES	464.50
6124		007875	CANFIELD EQUIPMENT SERVICE INC.	190.00
6125	*	009396	CECILIA QUIRINDONGO BAUNSOE	750.00
6126		009431	CITY OF BIRMINGHAM #248	2,398.50
6127		001750	COMERICA BANK	273,770.92
6128		003176	COMERICA BANK - RHC	121,803.58
6129		002668	CONTRACTORS CLOTHING CO	409.08
6130	*	009181	DELTA TEMP SERVICES INC	2,117.27
6131		006077	DI PONIO CONTRACTING INC	47,235.65
6132		006181	FIRST CHOICE COFFEE SERV	217.52
6133	*	000243	GRAINGER	782.13
6134	*	001663	SCOTT GREWE	239.84
6135	*	009382	HB LAW, PLLC	250.00
6136		007927	MICHELLE HOLLO	1,006.25
6137		000331	HUBBELL ROTH & CLARK INC	95,718.52
6138		000261	J.H. HART URBAN FORESTRY	47,409.25
6139		009298	JCR SUPPLY INC	1,218.05
6140	*	003458	JOE'S AUTO PARTS, INC.	444.35
6141	*	008827	KANOPY, INC	334.05
6142	*	009392	LAMB LEGAL CONSULTING SERVICES	760.00
6143	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,860.00
6144	*	009398	MARCIA C ROSS PC	300.00
6145	*	009370	MICHAEL SIMON	189.00
6146		002013	MIDWEST TAPE	7,785.78
6147		000462	MOTOR CITY INDUSTRIAL	43.01
6148	*	006359	NYE UNIFORM COMPANY	53.50
6149	*	009395	ORLANDO LAW PRACTICE PC	600.00
6150		003351	PAMAR ENTERPRISES INC	178,016.68
6151	*	006027	PENCHURA, LLC	240.00
6152	*	001753	PEPSI COLA	272.80
6153	*	001062	QUALITY COACH COLLISION	4,562.82
6154	*	000478	ROAD COMM FOR OAKLAND CO	4,441.03
6155	*	001181	ROSE PEST SOLUTIONS	840.00
6156	*	003785	SIGNS-N-DESIGNS INC	1,275.00
6157		000254	SOCRRA	73,144.00
6158		000273	TERMINAL SUPPLY CO.	62.38

**City of Birmingham**  
**Warrant List Dated 09/28/2022**

Meeting of 10/03/2022

Check Number	Early Release	Vendor #	Vendor	Amount
6159		005861	UNIQUE MGMT SERVICE, INC	41.20
6160	*	002974	VILLAGE OF BEVERLY HILLS	102,592.95
6161	*	009379	YELLOW DOOR LAW	3,750.00
SUBTOTAL ACH TRANSACTION				\$985,097.56
GRAND TOTAL				\$1,168,834.75

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.



## MEMORANDUM

City Clerk's Office

**DATE:** October 3, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Alex Bingham, City Clerk

**SUBJECT:** Appointment of Election Inspectors and Absent Voter Counting Board

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### INTRODUCTION:

State Election Law requires the local Election Commission to appoint election inspectors for each precinct as well as appoint an absent voter counting board. The Birmingham City Commission also functions as the local Election Commission, and therefore must formally appoint election inspectors and approve use of an absent voter counting board for the upcoming November 8, 2022 State General Election.

### BACKGROUND:

Election Inspectors are needed to provide election services to the residents of Birmingham. According to [MCL 168.674](#)<sup>1</sup> at least 3 election inspectors per precinct, with at least one Democrat-identifying and one Republican-identifying election inspector.

The City Clerk contacted past inspectors and solicited for new inspectors through [www.bhamgov.org](http://www.bhamgov.org), city publications and email newsblasts. The City Clerk has compiled a list of potential election inspectors who will fall into one of these 7 categories: Inspector, Electronic Pollbook Operator, Precinct Chairperson, Precinct Co-Chairperson, Super-Chairperson, AV Runner and a designated inspector for Oakland County absent voter counting board. The City Clerk will train inspectors on their respective roles to provide an efficient and accurate State General Election.

Oakland County Election department offers an absent voter counting board service to all municipalities within Oakland County. Birmingham uses this service to have access their large staff of qualified election inspectors and high speed tabulators which efficiently and accurately process thousands of absentee ballots on Election Day. This agreement also serves as a labor and cost saving measure for the City of Birmingham. At the [July 13, 2020](#)<sup>2</sup> Commission Meeting,

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<sup>1</sup> <http://legislature.mi.gov/doc.aspx?mcl-168-674>

<sup>2</sup> [https://cms7.revize.com/revize/birmingham/Document\\_Center/Agenda & Minutes/City Commission/Minutes/2020/2020 07 13 Commission Meeting.pdf](https://cms7.revize.com/revize/birmingham/Document_Center/Agenda%20Minutes/City%20Commission/Minutes/2020/2020%2007%2013%20Commission%20Meeting.pdf)

the City Commission approved an agreement for services with Oakland County which remains active until either party terminates the agreement. In addition, [MCL 168.765a](#)<sup>3</sup> states that the local election commission must also establish and approve an absent voter counting board for each election. Because of this, the City Commission is asked to acknowledge and approve the use of the Oakland County absent voter counting board for the November 8, 2022 State General Election.

**LEGAL REVIEW:**

*The City Attorney has reviewed the process and has no objections. - ~~Need to check~~<sup>5</sup>*

**FISCAL IMPACT:**

Election inspector funds and election contract services have been budgeted for the 2022-2023 Fiscal Year.

**PUBLIC COMMUNICATIONS:**

The City communicated recruitment efforts for election inspectors by posing information on the city website, through the city publications and through email blasts.

**SUMMARY:**

The deadline to appoint election inspectors for the November 8, 2022 State General Election is October 18, 2022. Attached is a list of inspectors that have been assigned to serve for the upcoming election. In the event of an insufficient number of Election Inspectors, the City Commission designated the Clerk's Office to appoint additional Election Inspectors to properly run the election (Resolution # 05-141-22 on [May 23, 2022](#)<sup>4</sup>).

The City of Birmingham will be utilizing the Oakland County absent voter counting board to count the absent voter ballots which arrive to the Clerk's Office before 5:00 p.m. the day before the November 8, 2022 election. According to State Election law, the Election Commission must approve the use of an absent voter counting board for each election.

**ATTACHMENTS:**

- List of Election Officials proposed to work at the November 8, 2022 Election
- Agreement between Oakland County and City of Birmingham for absent voting counting board

**SUGGESTED COMMISSION ACTION:**

To make a motion to adopt a resolution appointing election inspectors, absentee voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the November 8, 2022 State Primary Election pursuant to MCL 168.674, and further grant the City Clerk the authority to make emergency appointments of qualified candidates should circumstances warrant in order to maintain adequate staffing in the various precincts, counting boards and receiving boards.

And

Authorize the use of the Oakland County absent voter counting board for the purpose of processing absent voting ballots on November 8, 2022, as prescribed in the terms and responsibilities previously agreed upon at the July 12, 2020 meeting by Commission resolution 07-120-20.

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<sup>3</sup> <http://legislature.mi.gov/doc.aspx?mcl-168-765a>

<sup>4</sup>

[https://bhamgov.org/Document\\_Center/Agenda%20&%20Minutes/City%20Commission/Minutes/2022/20220523%20City%20Commission%20minutes%20SIGNED.pdf](https://bhamgov.org/Document_Center/Agenda%20&%20Minutes/City%20Commission/Minutes/2022/20220523%20City%20Commission%20minutes%20SIGNED.pdf)

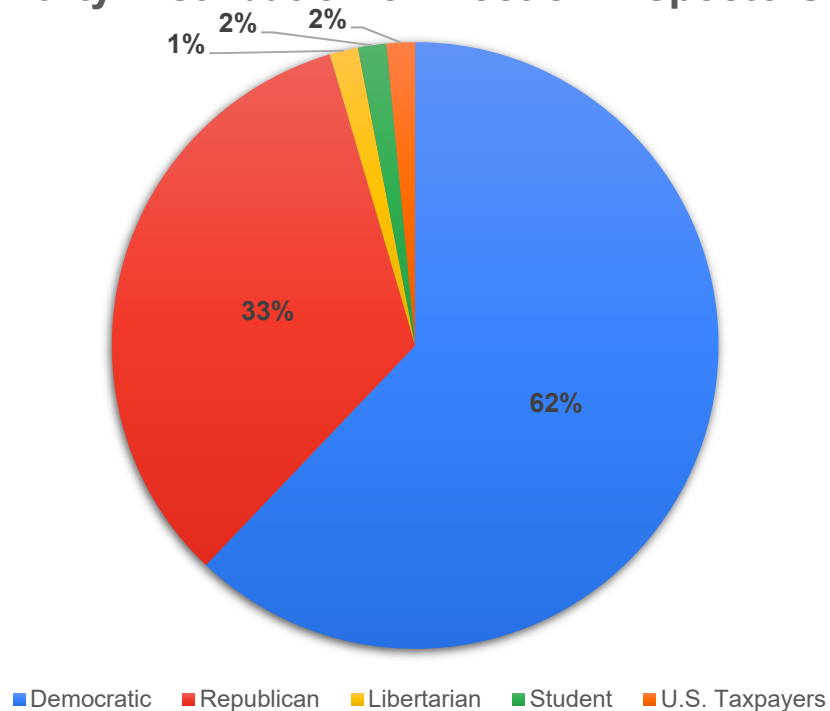
<sup>5</sup> Verified with City Attorney on 9/28/22, corrected in agenda packet on 10/3/22 11:23 am

#	First Name	Last Name	Party	Assignment
1	Kathy	Austin	Democratic	TBD
2	Jean	Barnes	Republican	TBD
3	Webb	Barnes	Republican	TBD
4	Patricia	Batey	Democratic	TBD
5	Evan	Blum	Democratic	TBD
6	Beth	Brockmann	Republican	TBD
7	Margaret	Brooks	Democratic	TBD
8	Loran	Brooks	Democratic	TBD
9	John (Jack)	Burns	Republican	TBD
10	Judith	Christie	Democratic	TBD
11	Deb	Collins	Democratic	TBD
12	Thomas	Connery	Democratic	TBD
13	Gail	Corcoran	Republican	TBD
14	Martha	Coyne	Democratic	TBD
15	Diane	Currie	Democratic	TBD
16	Annemarie	Cwikiel-Glavin	Democratic	TBD
17	Mary	Davison	Republican	TBD
18	Sally	Erickson	Democratic	TBD
19	Patricia	Fisher	Democratic	TBD
20	William	Folbe	Student	TBD
21	kristin	george	Republican	TBD
22	(Maria) Alejar	Gonzalez	Democratic	TBD
23	Brenda	Goodman	Democratic	TBD
24	Matthew	Gorge	Democratic	TBD
25	pam	graham	Democratic	TBD
26	Karen	Guenther	Republican	TBD
27	Rackeline	Hoff	Democratic	TBD
28	William	Johnson Jr	Republican	TBD
29	Judith	Keefer	Democratic	TBD
30	Alice	Keller	U.S. Taspayers	TBD
31	Laura	Kline	Republican	TBD
32	Kenneth	Konop	Republican	TBD
33	Melissa	LeDuc	Democratic	TBD
34	Lawrence	Lyng	Democratic	TBD
35	Mahlah	Machesky	Democratic	TBD
36	Mary Ann	Martin	Democratic	TBD
37	Constance	Martin	Democratic	TBD
38	Mary	McDermott	Democratic	TBD
39	Steve	McDermott	Democratic	TBD
40	Debbie	McElroy	Republican	TBD
41	Marie	Meredith	Republican	TBD
42	Courtney	Morrison	Democratic	TBD
43	Jennifer	Nickita	Republican	TBD



44	Sharon	Niedermaier	Democratic	TBD
45	Chuck	Otis	Democratic	TBD
46	Paul	Paskiewicz	Democratic	TBD
47	Don	Peasley	Democratic	TBD
48	Mary Kathryn	Pigeon	Republican	TBD
49	Ralph	Plumley	Democratic	TBD
50	David	Proctor	Republican	TBD
51	Jacquelin	Riley	Democratic	TBD
52	harvey	rosenberg	Republican	TBD
53	marty	roush-logue	Republican	TBD
54	Shira	Shapiro	Democratic	TBD
55	Cynthia	Shaw	Democratic	TBD
56	Shaun	Shaya	Libertarian	TBD
57	Mary	Steffy	Democratic	Oakland County AVCB
58	Renee	Suchara	Democratic	TBD
59	Mark	Thit	Republican	TBD
60	Merridy	Toepfer	Republican	TBD
61	Anne	Treash	Democratic	TBD
62	Curtis	Trimble	Democratic	TBD
63	david	underdown	Republican	TBD
64	Charles	Vercellone	Democratic	TBD
65	Gisela	von Storch	Republican	TBD
66	Timothy	Wittlinger	Democratic	TBD

**Party Distribution of Election Inspectors**



**AGREEMENT FOR ELECTION SERVICES BETWEEN  
OAKLAND COUNTY AND  
THE CITY OF BIRMINGHAM**

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This Agreement for Election Services Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the CITY OF BIRMINGHAM ("Public Body") 151 Martin Street, Birmingham MI, 40012. In this Agreement, the County shall be represented by the Oakland County Clerk, in her official capacity as a Michigan Constitutional Officer. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

**PURPOSE OF AGREEMENT.** County and Public Body enter into this Agreement pursuant to the Michigan Election Law, 1954 Public Act 116, MCL 168.764 *et seq.*, for the purpose of County providing Ballot Counting Services for Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:

1.1. **Act** means the Michigan Election Law, 1954 Public Act 116, MCL 168.764 *et seq.*

1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment to this Agreement.

1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County's security measures, security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.

1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners,

elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Election Services** means the following individual Election Services provided by County's Clerk's Elections Division, if applicable:
  - 1.6.1. **Absentee Ballot Counting** means processing, including, but not limited to, opening, tabulating and reporting absentee ballots and related results.
- 1.7. **Exhibits** mean the following descriptions of Election Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in this Agreement under Section 2 or added at a later date by a formal amendment to this Agreement:
  - ☐ Exhibit I: Absentee Ballot Counting Services
- 1.8. **Local Clerk** means the local elected or appointed Clerk for Public Body or their designee.
- 1.8. **Public Body** means the City of Birmingham which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain Election Services.
- 1.9. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the Election Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.10. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.

## 2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its County Clerk Elections Division, will provide the Election Services described in Exhibit I which is attached and incorporated into this Agreement. County is not obligated or required to provide any additional services that are not specified in this Agreement.
- 2.2. County, through its Board of Election Commissioners and authorized representatives, shall take the necessary and appropriate actions to comply with Section 764d(8) of the Act in the appointment of election inspectors to a County absent voter counting board and all other provisions under the Act governing such board.

- 2.3. County may access, use, and disclose transaction information and any content to comply with the law such as a subpoena, court order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than when it is required by law.

**3. PUBLIC BODY RESPONSIBILITIES.**

- 3.1. Public Body shall comply with all terms and conditions in this Agreement, including Exhibit I to this Agreement, and the Act.
- 3.2. Public Body shall deliver the Agreement executed by its authorized representative(s) to County within the time-frame set forth in Section 764d(5) of the Act and, upon County's execution of the Agreement, the Agreement shall be deemed to be filed by Public Body with County in compliance with Section 764d(5) of the Act.
- 3.3. For each Election Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
- 3.3.1. Direct coordination and interaction with County staff.
- 3.3.2. Communication with the general public when appropriate.
- 3.4. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.5. Third-party product or service providers may require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service or usage, in order to provide Election Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body must follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

**4. DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party or other written notice evidencing such Party's governing body's approval, except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a court, a signature from the Chief Judge of the court shall evidence approval by Public Body, providing a resolution and minutes do not apply. If Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Elections Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an amendment, this Agreement shall remain in effect until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. Election Services shall be provided to Public Body at the rates and for the charges specified in the Exhibits, if applicable.
- 5.2. If County is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's records, data, or information that is stored by County relating to Election Services that Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with an invoice/explanation of County's costs for Election Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
- 5.7. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Election Services identified herein, shall not relieve Public Body of any payment obligation for any Election 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.

## 6. **ASSURANCES.**

- 6.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the Election Services and/or for noncompliance with this Agreement by Public Body Employees.
- 6.5. **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.
- 6.6. **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.
- 6.7. **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.

## 7. **USE OF CONFIDENTIAL INFORMATION**

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

## 8. **DISCLAIMER OF WARRANTIES.**



- 8.1. THE ELECTION SERVICES, INCLUDING ANY GOODS, PARTS, SUPPLIES, EQUIPMENT, OR OTHER ITEMS THAT ARE PROVIDED TO PUBLIC BODY AS PART OF THE ELECTION SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS."
  - 8.2. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.
  - 8.3. COUNTY MAKES NO WARRANTY THAT: (I) THE ELECTION SERVICES WILL MEET PUBLIC BODY'S REQUIREMENTS; OR (II) THE ELECTION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
9. **LIMITATION OF LIABILITY.**
- 9.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
  - 9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COUNTY UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY PUBLIC BODY TO COUNTY WITH RESPECT TO THE PARTICULAR ELECTION SERVICE GIVING RISE TO SUCH LIABILITY.
10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Elections and Public Body's Agreement Administrator for possible resolution. County's Clerk and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.
11. **TERMINATION OR CANCELLATION OF AGREEMENT.**
- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the Election Services described in the attached Exhibit(s), upon eighty-four (84) days written notice, or such other notice period as otherwise required by the Act, to the clerk of the other Party if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibit(s), for any reason including convenience. Each Party shall also comply with the requirements under the Act for filing the notice of termination, in which case, Public Body's timely delivery of a notice of termination to County shall be deemed to comply with its filing requirement.
  - 11.2. Early termination fees may apply to Public Body if provided for in the Exhibit(s).
  - 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its County Clerk.

12. **SUSPENSION OF SERVICES.** County, through its County Clerk, may immediately suspend Election Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Election Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Election Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Election Services are suspended under this Section.
13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.
15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
16. **NO IMPLIED 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. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.
19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work



stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

21. **NOTICES.** Except as otherwise provided in the Exhibits, 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: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

21.1. If Notice is sent to County, it shall be addressed and sent to: Oakland County Clerk, Election's Division, 1200 N. Telegraph Road, Bldg. 16 East, Pontiac, MI 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

21.2. If Notice is sent to Public Body, it shall be addressed to: 151 Martin Street, P.O. Box 3001, Birmingham MI, 48012.

21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination, cancellation, or expiration of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 6); Payments (Section 5); Use of Confidential Information (Section 7); Disclaimer of Warranties (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 10); No Employee-Employer Relationship (Section 14); No Third-Party Beneficiaries (Section 15); No Implied Waiver (Section 16); Severability (Section 17); Precedence of Documents (Section 18); Force Majeure (Section 20); Governing Law/Consent to Jurisdiction and Venue (Section 22); Survival of Terms (Section 23); Entire Agreement (Section 24).

24. **ENTIRE AGREEMENT.**

24.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Election Services described in the attached Exhibit(s). With regard to those Election Services, this Agreement supersedes all other oral or written agreements between the Parties.

24.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Alexandria Bingham, City Clerk Designee, hereby acknowledges that he/she has been authorized by a resolution of the City of Birmingham, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: Alexandra D. Bingham DATE: 7-14-20  
Alexandria Bingham, City Clerk Designee, City of Birmingham

WITNESSED: Cheryl Arft DATE: 7-14-2020  
Cheryl Arft, Acting City Clerk, City of Birmingham

AGREEMENT  
ADMINISTRATOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
(IF APPLICABLE)

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: David T. Woodward DATE: 7/14/2020  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: Joeyl Foyl DATE: 7/14/20  
[Insert name, title]

IN WITNESS WHEREOF, Lisa Brown, in her official capacity as the Oakland County Clerk, a Michigan Constitutional Officer, hereby concurs and accepts the terms and conditions of this Agreement.

EXECUTED: Lisa Brown DATE: 7-14-2020  
Lisa Brown, Clerk/Register of Deeds,  
County of Oakland

WITNESSED: Joeyl Foyl DATE: 7/14/20

## **EXHIBIT I**

### **ABSENT VOTER BALLOT COUNTING SERVICES**

#### **1. COUNTY RESPONSIBILITIES.**

- 1.1. County, through its Board of Election Commissioners, shall, subject to Public Body's performance of its duties and obligations under this Agreement and the Act, render absent voter ballot counting services in compliance with the Act for absent voter ballots received by the clerk for Public Body prior to 4:00 p.m. on the day before an election. For clarification, County is not providing Election Services for absent voter ballots received by the clerk for Public Body after 4:00 p.m. on the day before an election; pursuant to Section 764d(10) of the Act, Public Body must deliver such ballots to the voting precinct of the elector on election day to be processed and counted.
- 1.2. Unless otherwise agreed upon in writing by the Parties, County shall cause absent voter ballots, including, the ballot return envelopes, secrecy sleeves, and ballots (collectively the "Ballots"), received by the clerk for Public Body prior to 4:00 p.m. on the day before an election to be picked up from the clerk by 6:00 p.m. that day by an authorized representative of County.
- 1.3. Upon completing the process for counting the ballots, County shall place the ballots in ballot containers either provided by Public Body that comply with the requirements described below or provided by County, as determined in County's sole discretion, and seal the ballot containers in compliance with all applicable laws. County shall notify Public Body of its decision to require Public Body to provide ballot containers or to provide ballot containers at least sixty (60) days prior to each election for which County is providing Election Services to Public Body under this Agreement.
- 1.4. County shall retain the sealed ballot containers containing the Ballots for thirty (30) days after the day of the election for which the Ballots were submitted. County shall make arrangements with Public Body for an authorized representative(s) of Public Body to, after the expiration of the thirty (30) day period, pick-up from County the Ballots, mail trails, ballot envelopes, ballot boxes provided by Public Body, qualified voter list, and any other items related to the Ballots transferred by Public Body to County.

#### **2. PUBLIC BODY RESPONSIBILITIES.**

- 2.1. Public Body shall perform its duties and obligations under this Agreement and the Act and take any other action necessary or appropriate to assist, and cooperate with, County in rendering the absent voter ballot counting services under this Agreement.
- 2.2. Public Body shall, by 4:30 on the day before an election, have available for transfer to County immediately upon arrival of County's representative, the Ballots received by the clerk for Public Body prior to 4:00 p.m. on that day properly organized in mailing trays, ballot containers, unless provided by County pursuant to this Agreement, in good condition and compliant with the required and appropriate sealing procedures, and a reconciled voter list from the qualified voter file that matches the number of Ballots being transferred to County.
- 2.3. Public Body shall, during any period County is actively rendering Election Services, provide to County access to Public Body's electronic qualified voter file for the sole purpose of County reconciling such list with the number of Ballot envelopes received by County and to make any necessary corrections to the list to reflect the number of Ballot envelopes received.

- 2.4. Public Body shall make arrangements with County to, no later than three (3) business days after the expiration of the thirty (30) day period described in Section 1.4, cause authorized representative(s) in number necessary to pick-up from County premises the Ballots, mail trays, ballot envelopes, ballot boxes provided by Public Body, qualified voter lists, and any other items related to the Ballots transferred by Public Body to County. At such time and on County premises, if County provided ballot boxes to seal the Ballots in providing the Election Services, Public Body shall bring ballot boxes for its authorized representatives to transfer into the Ballots from the County provided ballot boxes. If Public Body does not pick-up such items as required in this Section, at County's election exercised in its sole discretion, Public Body shall, within thirty (30) days of receiving an invoice from County, pay to County \$100\_\_\_\_\_ for each day beyond the three (3) period set forth above that County remains in possession of such items and/or County may have its authorized representatives deliver such items to Public Body on such date and at such time during Public Body's clerk's regularly scheduled office hours County determines, in which case Public Body shall be deemed to have accepted possession of all such items.
- 2.5. Upon the earlier to occur of the expiration of the three (3) period set forth in Section 2.4 and the transfer of items to Public Body under Sections 1.4 and 2.5, above, Public Body shall be deemed to be responsible for all such items.
3. **PAYMENT: EXPENSES AND FEES.**
- 3.1. Except as otherwise provided in Section 5 of this Agreement, until such time as County notifies Public Body otherwise, County shall provide the Election Services to Public Body for each election at no cost to Public Body.
- 3.2. At such time County determines it will require the payment of a fee and/or reimbursement for costs and expenses by Public Body for County's Election Services for an upcoming election(s), County shall provide written notice to Public Body in advance of such election(s) with sufficient time for Public Body to terminate this Agreement in accordance with its terms setting forth in detail such fees, costs, and expenses and Public Body shall pay such amounts in accordance with the terms of this Agreement for Election Services rendered by County.



## MEMORANDUM

City Clerk's Office

**DATE:** October 3, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Alexandria Bingham, City Clerk

**SUBJECT:** Election Commission Designation of Representatives – Public Accuracy Tests for the November 8, 2022 Election

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### INTRODUCTION:

The City Commission, per the Birmingham City Charter, functions as the City's Election Commission. Pursuant to State law, the Election Commission is responsible for conducting certain election duties, including conducting and certification of the Public Accuracy test.

### BACKGROUND:

The Birmingham City Charter names the City Commission as the Election Commission in the Birmingham City Charter, [Chapter IV, §22](#)<sup>1</sup>, and are therefore required to perform all of the duties of an election commission by the general laws of the state.

One of the responsibilities of the Election Commission is to oversee the Public Accuracy Test. Required by Michigan Election Law [MCL 168.798](#)<sup>2</sup>, the accuracy test is used "to determine if the electronic tabulating equipment will accurately count the votes cast for all offices". The test consists of tabulating a prescribed set of marked test ballots through a tabulator and certifying that the totals reported by the tabulator match the totals contained in the chart of predetermined results.

Due to scheduling, the commission may designate representatives to conduct the Public Accuracy Tests in their stead. The test would be conducted during the work day by the Clerk or a member of Clerk's staff, attended by the Election Commission's designated representatives, and any interested members of the public as it is conducted pursuant to the Open Meetings Act. The City Clerk and her staff are not eligible to be the designated representatives for the Public Accuracy Tests.

The Public Accuracy Test for the November 8, 2022 State General election is scheduled for Wednesday, October 12, 2022 at 10:00 am in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham.

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<sup>1</sup> [https://library.municode.com/mi/birmingham/codes/code\\_of\\_ordinances?nodeId=PTICH\\_CHIVRENOEL\\_S22ELCOSection%20](https://library.municode.com/mi/birmingham/codes/code_of_ordinances?nodeId=PTICH_CHIVRENOEL_S22ELCOSection%20)

<sup>2</sup> <http://legislature.mi.gov/doc.aspx?mcl-168-798>

**LEGAL REVIEW:**

*The City Attorney has reviewed and has no concerns to the process.*

**FISCAL IMPACT:**

The Finance Director has reviewed and has no fiscal concerns.

**PUBLIC COMMUNICATIONS:**

As an agenda item, this topic is available for public viewing in the City Commission Agenda Packet available online at [www.bhamgov.org/commissionagendas](http://www.bhamgov.org/commissionagendas) and through the City Clerk's office upon request. Public comment is available at the City Commission Meeting.

According to Michigan Election Law, the date, time and location of the Public Accuracy Test must be publicly noticed at least 48 hours prior to testing date, and the City will fulfill this requirement by posting in the Birmingham Eccentric Newspaper on October 9, 2022.

**SUMMARY:**

It is recommended that the Birmingham City Commission, acting within their duty as the Election Commission, designate city staff members to act as proxy representatives for the purpose of conducting the Public Accuracy Tests for the November 8, 2022 State General election.

**ATTACHMENTS:**

- [MCL 168.798](#)<sup>3</sup> Testing of electronic tabulating equipment

**SUGGESTED COMMISSION ACTION:**

To make a motion to adopt a resolution designating Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Caitlin Donnelly, and Police Chief Mark Clemence as proxy representatives of Election Commissioners Mayor Therese Longe, Mayor Pro Tem Pierre Boutros, Commissioner Clinton Baller, Commissioner Brad Host, Commissioner Andrew Haig, Commissioner Elaine McLain, and Commissioner Katie Shafer, to conduct the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes at Birmingham Precincts during the November 8, 2022 election.

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<sup>3</sup> <http://legislature.mi.gov/doc.aspx?mcl-168-798>

**MICHIGAN ELECTION LAW (EXCERPT)**  
**Act 116 of 1954**

**168.798 Testing of electronic tabulating equipment; notice; method; sealing programs, test materials, and ballots; rules; sealing memory device.**

Sec. 798. (1) Before beginning the count of ballots, the board of election commissioners shall test the electronic tabulating equipment to determine if the electronic tabulating equipment will accurately count the votes cast for all offices and on all questions. Public notice of the time and place of the test shall be given at least 48 hours before the test by publication in a newspaper published in the county, city, village, township, or school district where the electronic tabulating equipment is used. If a newspaper is not published in that county, city, village, township, or school district, the notice shall be given by publication in a newspaper of general circulation in that county, city, village, township, or school district. The test shall be conducted in the manner prescribed by rules promulgated by the secretary of state pursuant to the administrative procedures act of 1969, Act No. 306 of the Public Acts of 1969, being sections 24.201 to 24.328 of the Michigan Compiled Laws. In the test, a different number of valid votes shall be assigned to each candidate for an office, and for and against each question. If an error is detected, the board of election commissioners shall determine the cause of the error and correct the error. The board of election commissioners shall make an errorless count and shall certify the errorless count before the count is started. The electronic tabulating equipment that can be used for a purpose other than examining and counting votes shall pass the same test at the conclusion of the count before the election returns are approved as official.

(2) On completion of the test and count, the programs, test materials, and ballots arranged by precincts shall be sealed and retained as provided by this subsection and rules promulgated by the secretary of state pursuant to Act No. 306 of the Public Acts of 1969. If the electronic tabulating equipment that is tested and certified to by the board of election commissioners will be used to count votes at the precinct, a memory device containing the tested programs, if any, shall be sealed into the electronic tabulating equipment. Upon completion and certification of the count of votes, the memory device containing the program and the vote totals shall remain sealed in the electronic tabulating equipment or, if removed from the electronic tabulating equipment, shall remain sealed in a container approved by the secretary of state, delivered to the clerk, and retained in the manner provided for other voted ballots.

**History:** Add. 1967, Act 155, Imd. Eff. June 30, 1967;—Am. 1990, Act 109, Imd. Eff. June 18, 1990;—Am. 1992, Act 8, Imd. Eff. Mar. 10, 1992.

**Popular name:** Election Code

**Administrative rules:** R 168.771 et seq. of the Michigan Administrative Code.



## **MEMORANDUM**

ENGINEERING DEPARTMENT

**DATE:** September 26, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Melissa A. Coatta, City Engineer

**SUBJECT:** Michigan Department of Transportation (MDOT) Resolution for Designation of Street Administrator

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### INTRODUCTION:

MDOT requires that a resolution be adopted by the City to designate a representative to serve as the single Street Administrator in transactions with the State Transportation Department as provided in Section 13 of Act 51. This resolution is only required when the designated Street Administrator needs to be changed.

### BACKGROUND:

Public Act 51 of 1951 (Act 51), governs State appropriation for most Michigan transportation programs and is primarily funded by motor fuel taxes, and vehicle registration taxes. Act 51 created the Michigan Transportation Fund (MTF) as the main collection and distribution to other State transportation funds, special program accounts, and to local units of government.

The City of Birmingham receives an allocated portion of MTF revenue each year. Act 51 requires that "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

At the December 7, 2020 City Commission meeting, the City Commission appointed City Contracting Engineer Jim Surhigh as Street Administrator. The City has hired a full time City Engineer and recommends replacing Mr. Surhigh with City Engineer Melissa Coatta.

### LEGAL REVIEW:

Not required.

### FISCAL IMPACT:

None



**PUBLIC COMMUNICATIONS:**

Information regarding this appointment will be provided along with the agenda packet on the City website and public communication is permissible in accordance with standard commission procedure.

**SUMMARY:**

The City Commission is being asked to approve the appointment of City Engineer Melissa Coatta as the designated Street Administrator to represent the City.

**ATTACHMENTS:**

MDOT Resolution for Designation of Street Administrator.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to designate City Engineer Melissa Coatta as the Street Administrator for the City of Birmingham in all transactions with the State Transportation Department as provided in Section 13 of Act 51.

## RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

*This information is required by Act 51, P.A. 1951 as amended. Failure  
to supply this information will result in funds being withheld.*

**MAIL TO:** Michigan Department of Transportation, Financial Operations  
Division, P.O. Box 30050, Lansing, MI 48909.  
or Fax to: (517) 335-1828

**NOTE:** Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner \_\_\_\_\_  
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate \_\_\_\_\_  
\_\_\_\_\_ as the single Street Administrator for the City or Village of  
\_\_\_\_\_ in all transactions with the State Transportation Department  
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner \_\_\_\_\_

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting  
of the governing body of this municipality on the \_\_\_\_\_ day of  
\_\_\_\_\_

CITY OR VILLAGE CLERK (SIGNATURE)	E-MAIL ADDRESS	DATE
STREET ADMINISTRATOR (SIGNATURE)	E-MAIL ADDRESS	DATE
ADDRESS OF CITY OR VILLAGE OFFICE		P.O. BOX
CITY OR VILLAGE	ZIP CODE	PHONE NUMBER



## **MEMORANDUM**

Engineering Department

**DATE:** September 27, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Melissa A. Coatta, City Engineer

**SUBJECT:** Oakland County Local Government Critical Infrastructure Planning Interlocal Agreement

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### **INTRODUCTION:**

The City has received a \$100,000 grant from Oakland County for Local Government Critical Infrastructure Planning. An interlocal agreement is required for the grant award with a one-to-one local match.

### **BACKGROUND:**

Oakland County announced a grant opportunity for local governments for planning critical infrastructure projects at the beginning of January 2022 and a report was presented to the City Commission on January 24, 2022. This grant has a maximum award of \$100,000 and required a one-to-one local match. The Engineering Department submitted for the grant on March 31, 2022, for project planning, engineering, and analysis for the Undersized Water Main Replacement Program and Critical Sewer System Rehabilitation Program.

The City received notification of the grant award from Oakland County on September 7, 2022. The grant requires an interlocal agreement, quarterly reporting on the grant fund, a final report by the end of the agreement or within 30 days after the project is completed, and the use of funds from this grant by December 31, 2026. The City plans to complete the studies and spend grant money by December 31, 2024.

### **LEGAL REVIEW:**

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

### **FISCAL IMPACT:**

Part of these projects has been budgeted for in the 2022/2023 Water Fund and Sewer Fund, and the rest will be budgeted for in the 2023/2024 and 2024/2025 Sewer Fund and Water Fund. These projects will be funded by the following accounts:

Approved Project	Project Budget	Grant Reward	Public Body Match	
			Sewer Fund	Water Fund
			590.0-537.000-811.0000	591.0-544.000-811.0000
Critical Sewer System Rehabilitation Program	\$125,000.00	\$62,500.00	\$62,500.00	
Undersized Water Main Replacement Program	\$75,000.00	\$37,500.00		\$37,500.00

No amendments to the 2022/2023 fiscal year budget are required for this work.

**PUBLIC COMMUNICATIONS:**

No public communication is necessary.

**SUMMARY:**

It is recommended the City accepts the \$100,000 grant for Local Government Critical Infrastructure Planning by entering into the interlocal agreement with Oakland County.

**ATTACHMENTS:**

1. City Commission Report from January 24, 2022
2. Grant Application submittal on March 31, 2022
3. Grant Award Letter
4. Interlocal Agreement with Exhibits

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the interlocal agreement between the City and Oakland County for a \$100,000 Local Government Critical Infrastructure Planning grant award. In addition, authorize the City Engineer to sign the interlocal agreement on behalf of the City and the City Clerk to witness. Funding for this project has been budgeted in accounts 590.0-537.000-811.0000 and 591.0-544.000-811.0000.

**DATE:** January 19, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** James J. Surhigh, Consulting City Engineer

**SUBJECT:** Grant Opportunity – Local Government Critical Infrastructure Planning Grant (provided by Oakland County)

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Oakland County has announced a grant opportunity for local governments within Oakland County to assist with project planning, engineering, analysis and other related professional services in support of critical infrastructure projects. The grant provides financial assistance through a one-to-one local match for a maximum award of \$100,000. Funds from this grant must be used by September 30, 2023.

Applications for grants are being accepted through January 31, 2022, and award notifications are expected to begin in late February. Applications are being scored on a 25 point basis, with 1 to 5 points assigned to the following criteria:

- Protecting Public Health
- Preserving Natural Resources and a Healthy Environment
- Maintaining Reliable, High Quality Service
- Assuring Value for Investment
- Contribute to Economic Prosperity

While there are many infrastructure needs in the City, I believe the following projects would have a chance to score well, and if the projects are ultimately constructed, have wide-spread benefits to the residents across the City. This grant only applies to planning costs for these projects, not construction costs. However, options for future construction funding would have to be explored, and that effort would be included with the project planning.

1. Undersized Water Main Replacement Program:

Even though the City has made significant strides in replacing its aging water system in conjunction with road and sewer construction projects on a street-by-street basis over the past 25 years, many areas of the City are served by water mains that are not only approaching 100-years in age, but consist of 4" and 6" diameter pipes that do not meet current City standards for minimum water main size, which is 8" diameter. Water mains that are undersized with respect to the modern demands placed on them by water customers are subject to noticeable pressure fluctuations, which puts stresses on the pipes that potentially contributes to breaks, and less-than-satisfactory service. Fire hydrants connected to these mains may be unable to produce the recommended flow rates to supply water to modern firefighting equipment.

At this time, there are approximately 7 miles of 4" diameter water main in the City system, as well as several miles of 6" water mains that are considered undersized. The proposed project would be a multi-year effort to replace these undersized mains with new, 8" diameter mains at a minimum (12" mains may be recommended at strategic locations to provide better distribution of flows in the system). Employing "trenchless" technologies for water main construction, such as pipe bursting and horizontal directional drilling, allows replacement of the water mains while minimizing disturbance to surrounding pavements, trees, and other surface features.

The estimated project cost is \$14 to \$18 million, which includes estimated costs for construction, contingency, engineering and administration. Potential grant-eligible costs would include approximately \$100,000 for initial planning, scoping, and phasing for the project, and another \$100,000 towards design engineering for the first phase of the project.

2. Critical Sewer System Rehabilitation Program:

The City was a beneficiary of another great grant program in 2016 sponsored by the State of Michigan to advance asset management capabilities for the City's wastewater and storm water sewer systems (known as the SAW Grant). A product of the SAW Grant was being able to clean and inspect nearly all of the 15" and smaller diameter sewers in the City, as well as many segments that were 18" and larger diameter. The sewer cleaning and televising was completed in 2019, and as a result of analyzing that data, recommendations for structural rehabilitation of the sewers and estimated costs were developed for future planning.

The sewer rehabilitation project includes over 400 sewer segments and associated manholes that were identified as needing some form of rehabilitation work in the next 20 years. Recommended rehabilitation work included manhole-to-manhole sewer lining, spot lining, isolated point repairs, root and mineral deposit removals, and joint grouting. Most of these techniques do not require excavation, and would be completed remotely from within the sewer. Point repairs are an exception, and restoration of disturbed pavement or lawn areas would be part of the project. Sewer segments in need of capacity improvements and scheduled for reconstruction in the near future could be excluded from this work.

The estimated project cost is \$12 to \$15 million, which includes estimated costs for construction, contingency, engineering and administration. Potential grant-eligible costs would include approximately \$100,000 for initial planning, scoping, and phasing for the project, and another \$100,000 towards design engineering for the first phase of the project.

There is no financial obligation on the City's part for submitting applications for these grants. The Engineering Department intends to submit applications to Oakland County for both of these projects, and should we be awarded one or both of them, we would have a more detailed presentation prepared for the City Commission's consideration.



March 31, 2022

Oakland County  
1200 N. Telegraph Road  
Pontiac, MI 48341

Re: Local Government Critical Infrastructure Grant

Dear Grant Application Review Team,

On behalf of the City of Birmingham, I would like to express our sincere gratitude for the opportunity to apply for this grant being offered by Oakland County. Budgets for all communities, just like the County's, are stretched thin as we balance providing the high level of service to our citizens that they expect and deserve, against the rising costs to provide those services. A common adage in government is to try to "make due with less", which tends to lead us to be in a reactionary stance with respect to maintaining and managing our critical infrastructure systems. We see this grant opportunity as a "helping hand" towards strengthening our water and sewer system asset management plans, and providing clear direction and costs for implementing the much needed rehabilitation, repair and maintenance efforts in the near future for our most critical infrastructure systems that provide safe, clean drinking water and disposal of sanitary waste.

In review of the goals that were stated for this grant, we believe the projects we selected strongly meet all of the criteria stated, namely:

- Protecting Public Health
- Preserving Natural Resources and a Healthy Environment
- Maintaining Reliable, High Quality Service
- Assuring Value for Investment
- Contribute to Economic Prosperity

Water and sewer systems by their nature are paramount to protecting public health, and maintaining the reliability and functionality of these systems is one of the most important functions of City government. This grant will assist the City with not just continuing, but advancing our efforts to plan for future repair, rehabilitation and improvement of the system. The costs for addressing our infrastructure needs can be seen as staggering, but comprehensive planning at this time will guide budgeting and utility rate-setting decisions in the future to spend the available funding as wisely as possible. Managing our infrastructure systems well is crucial to the economic prosperity of the City, as failure to maintain reliable, high quality services will lead to Birmingham being a much less desirable place to live or do business.

The City has asked its consulting engineer, Hubbell, Roth & Clark, Inc. (HRC) to assist with the grant application and compilation of supporting materials. HRC has provided their expertise and assistance to the City for more than 25 years for all things related to the water distribution, combined/sanitary sewer system, storm drainage system, and storm water/Rouge River regulatory compliance. In the past, HRC has helped the City develop a long term plan for addressing critical sewer infrastructure deficiencies, which led to the public approval for a bond issue to complete improvements. HRC was instrumental in development of a Storm Water Utility in the City to appropriately apportion sewage disposal charges related to storm water in the combined sewer system.

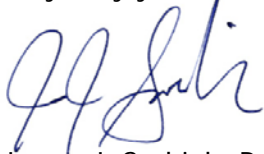
The City of Birmingham is requesting the maximum grant amount of \$100,000 to leverage a matching investment by the City to make significant strides in our planning efforts with respect to our water distribution and sewage disposal systems. The initiatives that we propose to pursue with the assistance of the grant funding will include:

- further developing our current asset management plans for water and sewer systems;
- integrating the assets into CMMS software system (Cartegraph) that the City has recently invested in;
- continuing evaluation of the condition and remaining life of those assets;
- analyzing the water and sewer system models to determine improvement needs considering climate change and resiliency principles;
- evaluating potential sites for implementation of "green" infrastructure to reduce peak flows in the combined sewer system (both GWK and EF Drain districts);
- prioritizing the repair, rehabilitation and improvement of the assets going into the future;
- analyzing the current funding structure through water and sewer rates, and exploring scenarios for funding future repair, rehabilitation and improvements of the assets;
- developing multi-year programs for replacing undersized water mains and addressing needed sewer repair, rehabilitation and improvements; and
- updating annual maintenance programs for both the water and sewer system.

Work on these programs would be by City staff and consultants. These efforts will build on and advance the investments made by the City for ongoing infrastructure planning efforts, which include water system asset management plans and reliability studies required by EGLE, SAW grant effort for the combined/sanitary and storm sewer systems, and Cartegraph CMMS software implementation to water and sewer system assets.

We thank you again for making the opportunity available to apply for this grant to assist us with critical infrastructure planning. If you have any questions about the application or require additional information, please feel free to contact me by phone at 248-530-1839 (office), 248-535-3493 (cell), or by email at [cityengineer@bhamgov.org](mailto:cityengineer@bhamgov.org)

Very truly yours,



James J. Surhigh, P.E.  
Consulting City Engineer

pc: WRC – Mr. Jim Nash, Oakland County Water Resources Commissioner  
Birmingham – Thomas Markus, Jana Ecker, Lauren Wood, Scott Zielinski



City of Birmingham  
151 Martin Street  
Birmingham, Michigan, 48009

Dear Mr. Surhigh,

The Oakland County Board of Commissioners has authorized the use of American Rescue Plan Act funding to pay for grants for Local Government Critical Infrastructure Planning.

I am very pleased to inform you that the City of Birmingham has been selected for a grant award.

The purpose of this funding is to provide matching grants to local governments for project planning, engineering, analysis, and other related professional services in support of critical infrastructure projects.

Project Requirements include:

- A local government one-to-one match for this grant.
- Grantees must submit quarterly reporting on the grant fund.
- Grantees shall submit a final report by the end of the agreement or within 30 days after the project is completed, or whichever date is sooner.
- Funds received from this grant must be used by Dec. 31, 2026.

I have attached an Interlocal Agreement that needs to be completed, signed, and returned to the address listed in the agreement. Please let me know if you have any questions. I can be reached at 248-858-0485 or at [dobsonk@oakgov.com](mailto:dobsonk@oakgov.com).

Regards,

Kenneth Dobson  
American Rescue Plan - Director  
Executive Office Building  
2100 Pontiac Lake Rd  
Waterford, MI 48328

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN  
OAKLAND COUNTY AND  
City of Birmingham**

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This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Birmingham ("Public Body"), 151 Martin Street, Birmingham, Michigan, 48009, Oakland County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

**PURPOSE OF AGREEMENT.** On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal

or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - e. **Public Body** means the City of Birmingham including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
  - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute 100,000 in grant funds to Public Body for the project scope it included in its application to the County, which is attached and incorporated into this Agreement as **Exhibit A.**
  - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): 38-600-4664.
  - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
  - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
  - e. FEDERAL AWARD DATE: May 28, 2021
  - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: October 15, 2022 to December 31, 2024.
  - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
  - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
  - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson.
  - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

3. **PUBLIC BODY'S RESPONSIBILITIES.**

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
  - 1. Project progress report including completion of deliverables included in project scope;
  - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
  - 1. Project completion report;
  - 2. Full accounting of its expenditure of grant funds;
  - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
  - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives

insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
  - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
  - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public

Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.

9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public

Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own

legal representation and bear the costs associated with such representation, including judgments and attorney fees.

- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. **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.
- f. **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.

### 13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

### 14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall



be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
17. **NO IMPLIED 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. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **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: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, Attention Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328.
  - b. If Notice is sent to Public Body, it shall be addressed to: City of Birmingham, City of Birmingham 151 Martin Street, Birmingham, Michigan, 48009.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise

required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

24. **ENTIRE AGREEMENT.**

- a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds and supersedes all other oral or written agreements between the Parties.
- b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Melissa A. Coatta, P.E. City Engineer hereby acknowledges that he/she has been authorized by a resolution of the City of Birmingham, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Melissa A. Coatta , P.E. , City Engineer, City of Birmingham

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Alexandria Bingham, City Clerk

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
David Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Oakland County Board of Commissioners  
County of Oakland

## **EXHIBIT A**

## Memorandum

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To: City of Birmingham  
From: Hubbell, Roth, & Clark  
Date: March 31, 2022  
Subject: Project Summary for Birmingham Combined Sewer System Planning      HRC Job No. 20220030  
Oakland County Local Government Critical Infrastructure Grant

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The following is a summary of the proposed City of Birmingham Sewer Infrastructure Planning. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

### Statement of Need

As a benefit of the Stormwater, Asset Management, and Wastewater (SAW) program in 2019, the city was able to televise 60% of their sanitary and combined sewers. From this data, the city compiled a 20-year Capital Improvement Plan (CIP) to incorporate into their Asset Management Plan (AMP) developed during this SAW program. By implementing a routine rehabilitation plan to follow the existing CIP and additional beneficial system programs, this will prevent assets from unexpected deterioration and emergency replacement costs. The proposed scope of work to be performed with this grant funding includes the following tasks/programs:

- A. The planning efforts as part of this project will determine the most cost-effective intervention and culminate in development of an updated CIP and AMP.
- B. Integrate AMP with Cartegraph, a computerized maintenance management software (CMMS).
- C. Develop a system model and capacity analysis.
- D. Develop Green Infrastructure implementation strategy and opportunities.
- E. Funding rate analysis for future maintenance and improvements.
- F. Develop relief sewer program for two (2) target areas.
- G. Multi-year program work plan to complete the necessary sewer maintenance and rehabilitation work identified during the SAW program and from recent investigations.
- H. Develop a program to evaluate and Closed-Circuit Televis (CCTV) the untelevised segments and critical areas of the city sewer system. Condition data collected will be reviewed and evaluated to identify pipes that require repair, rehabilitation and/or replacement.
- I. Develop a maintenance and root control program.

### Desired Outcomes

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities:

**Delhi Township**  
2101 Aurelius Rd.  
Suite 2A  
Holt, MI 48842  
517-694-7760

**Detroit**  
535 Griswold St.  
Buhl Building, Ste 1650  
Detroit, MI 48226  
313-965-3330

**Grand Rapids**  
81925 Breton Road SE  
Suite 100  
Grand Rapids, MI 49506  
616-454-4286

**Howell**  
105 W. Grand River  
Howell, MI 48843  
517-552-9199

**Jackson**  
401 S. Mechanic St.  
Suite B  
Jackson, MI 49201  
517-292-1295

**Kalamazoo**  
834 King Highway  
Suite 107  
Kalamazoo, MI 49001  
269-665-2005

**Lansing**  
215 S. Washington SQ  
Suite D  
Lansing, MI 48933  
517-292-1488

1) Protect Public Health:

The televising and investigative efforts proposed as part of this project can locate and address sewer blockages from roots, debris, or other deficiencies in the pipe in order to maintain the reliability of the sewer system and prevent basement backups. Analyzing capacity, developing a relief sewer program, and exploring opportunities for implementing green infrastructure will address basement backups and capacity concerns, further protecting the health of the public.

Adding green space infrastructure can also make publicly available recreation areas more attractive and sustainable, allowing urban residents to enjoy greenery without leaving the city.

2) Preserve Natural Resources and a Healthy Environment:

The project will address **essential planning work to evaluate the City's sewers** resulting in proper, efficient conveyance of wastewater which is essential for quality of life. Preventative maintenance mitigates potential failures of the system that could lead to significant environmental damage.

Conducting capacity analysis and encompassing green infrastructure will reduce the risk of basement flooding, address capacity concerns in combined sewer areas, and reduce the polluted runoff that reaches sewers, rivers, and lakes.

3) Maintain Reliable, High-Quality Service:

The sewer evaluation work and program development will prioritize cost-effective rehabilitation to reduce the probability of and consequence of sewer failures. The condition assessment and AMP update will assist in developing a longer, more stable rate structure that reflects the required maintenance needs. The implementation of an updated CIP to rehabilitate and repair gravity mains throughout the system will provide the city with more reliable service, ensure value for investment, and contribute to economic prosperity.

Conventional stormwater infrastructure quickly drains stormwater to either the combined sewer system or to rivers and streams, increasing peak flows and flood risk. Green infrastructure can mitigate combined sewer overflows (CSOs) and flood risk by reducing the amount of stormwater entering the combined sewer system and reducing stormwater discharges, which results in less damage on the system and helps maintain the condition of the outfall locations. A root control program and capacity analysis will also ensure that sewers are operating at max capacity available.

Lastly, last **summer's** extreme rain events exposed weaknesses in the sewer conveyance system and developing a relief sewer program for the two areas that were significantly impacted can protect those residents from future backups.

4) Assure Value for Investment:

Development of a CIP will reduce the overall cost of the proposed work by allowing coordination of sewer repairs with other infrastructure projects. By performing this coordination, it can reduce the overall impact of construction disruption on the residents and community. A CIP that is coordinated across water, sewer and road projects also has been shown to reduce infrastructure costs. Integrating the AMP with a maintenance software such as Cartegraph will ensure investment efforts in asset management is optimized.

Planning for future spending on infrastructure repair, maintenance, and improvements allows the city to make better decisions when setting rates and establishing future budgets. Understanding the potential of future costs allow the city, elected officials, and citizens to make informed decisions about potential future funding opportunities for these efforts.

By increasing water storage and infiltration in the landscape, the amount of runoff going into sewers decreases which reduces damage to the combined system from high-volume rain events. By implementing projects such as a green infrastructure program, relief sewer program, and root control program, the city will most likely experience lower long-term operation and maintenance costs.

5) Contribute to Economic Prosperity:

It is important for the City to create and implement a coordinated plan to minimize long term costs and maximize value

to the rate payers. In addition, an updated condition assessment and capacity analysis of the system will help identify areas where basement backups or CSOs may occur and will assist in locating areas where green infrastructure opportunities or a relief sewer may be beneficial, thus reducing the likelihood of these events.

Managing and maintaining our infrastructure systems effectively are crucial for the economic prosperity of the city. The City of Birmingham is seen as a desirable place to live and work and part of that perception is due to the high level of service that the city can provide. The planning efforts that this grant will enable will help the city achieve their goals for maintaining a high level of sewer service.

#### Methods, Strategies, & Project Estimates:

The proposed scope of work of the Sewer Infrastructure Planning efforts are as follows:

- ≡ The CCTV inspection data of the AMP CIP and additional segments that have been televised since development of the CIP will be reviewed to identify sewer pipes that have an unacceptable level of risk of failure and integrated with CMMS software that was initiated during the SAW program. The planning efforts will determine the most cost-effective intervention and provide a comprehensive list of proposed improvements. The evaluation can also be coordinated with other proposed infrastructure improvements in the city, such as road, water main, and lead service line replacements. Due to the fact that not all sewers were eligible for televising at the time of the SAW grant, some are approaching the end of their useful life. Birmingham plans to develop a program to complete inspection and maintenance of those as well.
- ≡ Developing a model of the system and analyzing capacity considering climate change and resiliency principles, a relief sewer program can be developed. The city would also look into opportunities for encompassing green infrastructure to address capacity issues using practices, such as vegetated rooftops, roadside plantings, absorbent gardens, and other measures that capture, filter, and reduce stormwater entering into the combined sewer system. Last summer's rain events identified two (2) neighborhood that will be looked at closer to address capacity concerns.
- ≡ Efforts to look into how the city sets sewer rates and fund for sewer system maintenance and improvement projects will be conducted. Various funding scenarios can be evaluated and communicated to the elected officials.
- ≡ To develop a project plan or similar document with detailed planning over a number of years for implementing the sewer system repair and rehabilitation program recommended in the AMP during the SAW Grant Program (value of this rehabilitation work was estimated at \$12-15 million).
- ≡ Using condition data and previous studies, a routine sewer maintenance and root control program will be developed as part of this project planning, including recommendations for annual budgeting.

Attached are the following documents and figures developed during the SAW Grant that is beneficial for the planning efforts:

- ≡ Location map of the sewers that were televised
- ≡ 0–20-year CIP location map
- ≡ 0–20-year CIP detailed cost list
- ≡ Business Risk Evaluation (BRE) and Probability of Failure (POF) maps
- ≡ 4-year root treatment schedule map

Budget:

TASK	DESCRIPTION	ESTIMATED HOURS	ESTIMATED COST
A	Further Develop Sewer System Asset Management Plan	50	\$ 6,000
B	Integrate AM Plan with CMSS Software (Cartegraph)	100	\$ 12,000
C	Develop System Model & Capacity Analysis	375	\$ 45,000
D	<b>Develop "Green" Infrastructure Implementation Strategy &amp; Opportunities</b>	50	\$ 6,000
E	Funding/Rate Analysis for Future Maintenance & Improvements	75	\$ 9,000
F	Develop Relief Sewer Program for Two Target Areas	75	\$ 9,000
G	Develop Sewer System Rehabilitation Program Work Plan	200	\$ 24,000
H	Develop CCTV & Condition Assessment Program	50	\$ 6,000
I	Develop Maintenance/Root Control Program	75	\$ 8,000
	TOTAL GRANT REQUEST (includes 50% City Match)	1,050	\$ 125,000

Schedule:

The work is anticipated to begin within the next several months and will be completed by September 2023.

Contacts:

City of Birmingham

James Surhigh, P.E.

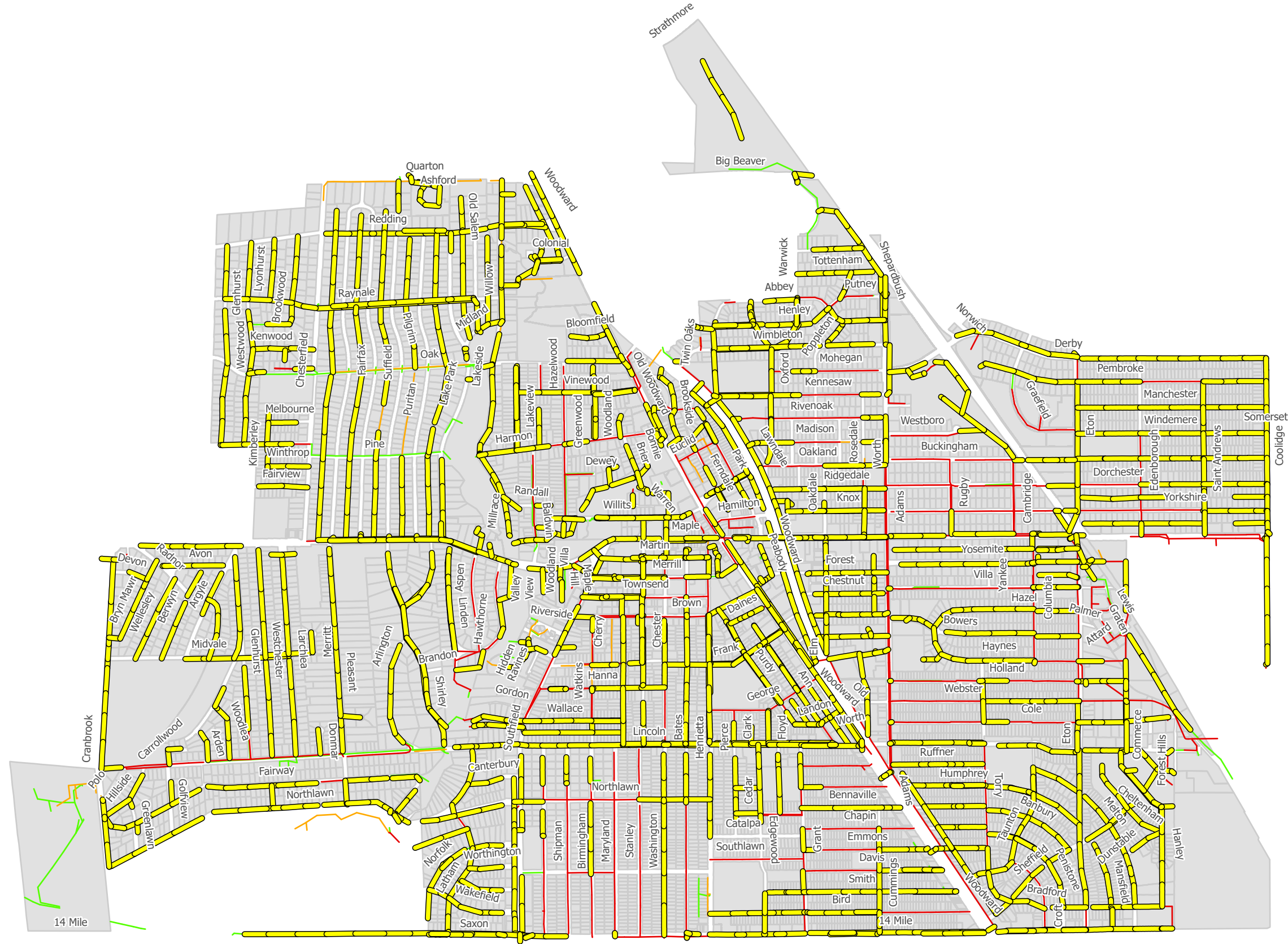
[cityengineer@bhamgov.org](mailto:cityengineer@bhamgov.org)

Hubbell, Roth & Clark, Inc.

Maria Corona (Graduate Engineer)

[mcorona@hrcengr.com](mailto:mcorona@hrcengr.com)





### Legend

- Televised Pipes
- Sewer Main
  - Storm Sewer
  - Sanitary Sewer
  - Combined Sewer

PROJECT TITLE:

City of Birmingham  
Sewer System  
Televised Pipes

OAKLAND COUNTY MICHIGAN

0 1,000 2,000  
Feet

HRC JOB NO.  
20220030.24  
DATE  
3/31/2022

FIGURE NO:  
1



## Legend



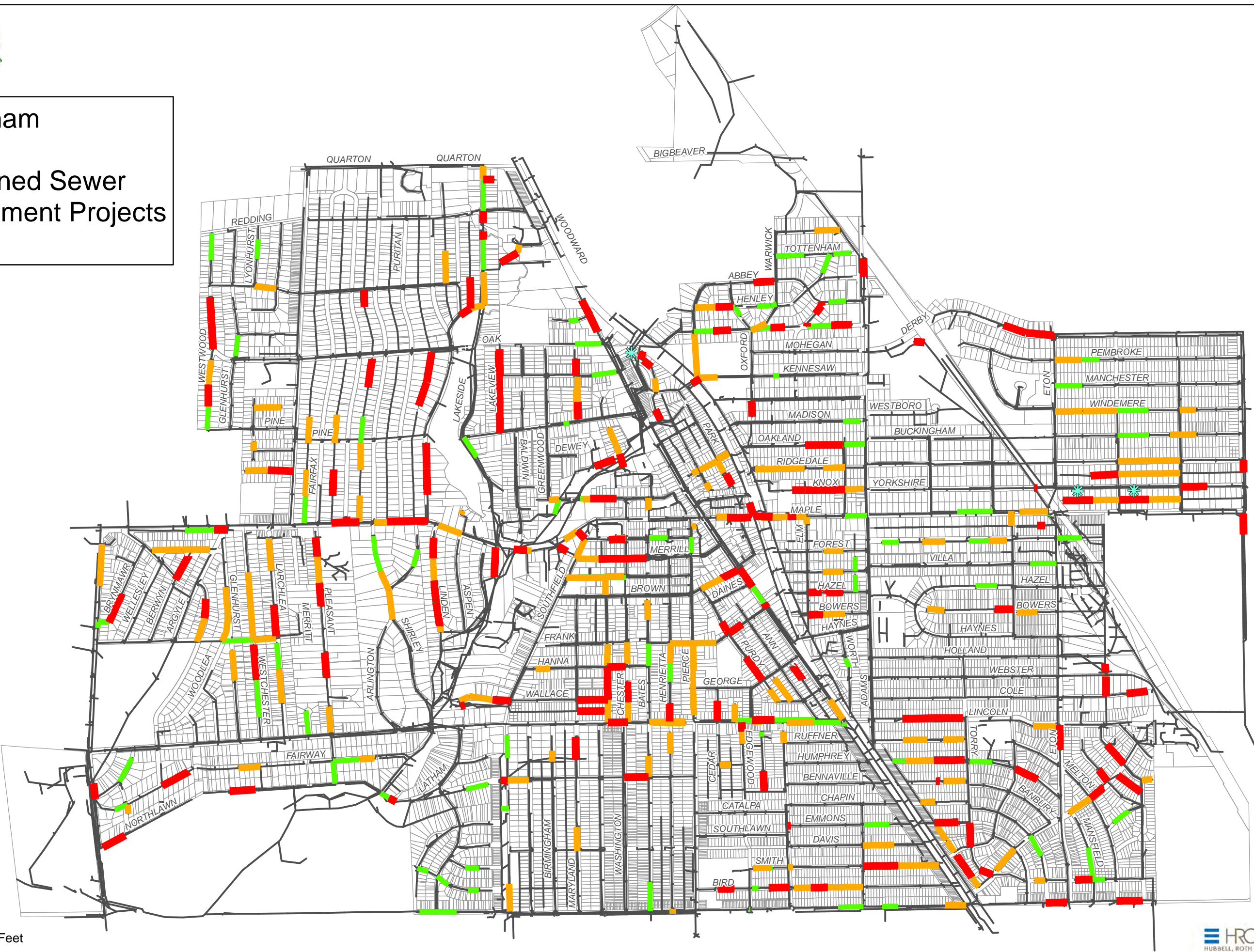
## Timeframe

0-5 Years

5-10 Years

10-20 Years

—— Other Sewers



0      500   1,000      2,000 Feet

CITY OF BIRMINGHAM SANITARY/COMBINED SYSTEM  
0-20 YEAR CIP EXAMPLE  
RECOMMENDED STRUCTURAL REPAIRS

0-5 YEAR CIP

Asset ID	0-5 Year or 5-20 Year CIP	System	Up Manhole ID	Down Manhole ID	Inspection Date	Pipe Material	Dia. (in)	Total Length (ft)	Structural Quick Rating	OBM Quick Rating	BRE	Open Cut (LF)	Open Cut(\$)	Line Pipe (LF)	Line Pipe(\$)	Spot Liner (LF)	Spot Liner(\$)	Point Repair (Ea)	Point Repair(\$)	Pres. Test (Ea)	Pres. Test(\$)	Cement Seal Joints (Ea)	Cement Seal Joints(\$)	Chem. Seal Joints (Ea)	Chem. Joints(\$)	Clean/Cut & Seal Lateral (Ea)	Clean & Seal Lateral(\$)	Clean, Pre/Post CCTV (\$/LF)	Estimated Repair Cost	Repair Type	Severe Repair Problem(s) Observed:
S5161	0-5	Sanitary	MH25-3-011	MH25-3-010	2/26/2019	Clay or VCP	8	116.6	5231	2200	15.8	10	\$ 1,300.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 1,708.17	Open Cut	Hinge Crack @10; Collapse @18' (MSA)
S5381	0-5	Sanitary	MH30-4-084	MH30-4-083	8/29/2019	Clay or VCP	8	424.5	5A49	2211	15.0		\$ -		\$ -	6	\$ 4,200.00	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 14,585.85	Spot Line & Point Repair	Hole @ 6' DS, Hole @ 99' & 378' US, Broken @ 142.4' US
S5383	0-5	Sanitary	MH30-4-081	MH30-4-068	8/30/2019	Clay or VCP	8	414.6	5A47	3222	4.5		\$ -	415	\$ 33,200.00		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 42,651.23	Line & Point Repair	Broken @ 128, 184, 205' DS & 52' US, Hole (12, MSA)
S6866	0-5	Sanitary	MH26-1-011C	MH26-1-016	8/29/2018	Clay or VCP	10	116.8	5231	4226	22.8		\$ -		\$ -		\$ -	2	\$ 18,000.00		\$ -		\$ -		\$ -		\$ -	4	\$ 18,467.18	Point Repair	Broken @ 2', wall missing @ 60.5
S6672	0-5	Combined	MH36-4-034	MH36-4-027	3/27/2019	Clay or VCP	15	285.3	5G41	2314	21.8	5	\$ 900.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 2,326.67	Open Cut	Deformed @242.9' (4.1')
S5816	0-5	Sanitary	MH25-2-059	MH25-2-058	11/14/2018	Clay or VCP	10	281.4	5A4D	4234	21.8		\$ -		\$ -	6	\$ 4,800.00		\$ -	10	\$ 400.00	8	\$ 640.00	2	\$ 1,200.00		\$ -	4	\$ 9,065.63	Spot Line & Seal Joints	Broken/Deformed @ 60.2-66', Hole @ 62'
S6878	0-5	Sanitary	MH26-4-078	MH26-4-079	8/6/2019	Clay or VCP	8	371.1	5241	2K1B	20.0		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,598.96	Spot Line	Hole @ 261' DS
S6902	0-5	Sanitary	MH26-4-051	MH26-4-050	8/22/2019	Clay or VCP	8	431.4	5142	4131	18.5		\$ -		\$ -	4	\$ 2,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 5,209.78	Spot Line	Broken @ 209.9' DS, Broken @ 1' US
S6773	0-5	Sanitary	MH26-1-007	MH26-1-006	8/28/2018	Clay or VCP	8	146.4	5111	512F	18.0		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 8,512.24	Point Repair & Heavy Clean	Broken @ 80.9, settled deposits @ 147.1' (MSA)
S7860	0-5	Sanitary	MH36-2-121	MH36-2-124	5/16/2019	Clay or VCP	8	379.2	5241	4232	17.5		\$ -		\$ -	4	\$ 2,800.00		\$ -		\$ -		\$ -		1	\$ 850.00	3.5	\$ 5,877.37	Cut Tap, Spot Line	Broken @ 36 & 50' DS	
S6830	0-5	Sanitary	MH26-1-062	MH26-1-061	7/31/2019	Clay or VCP	8	241.0	5141	2C15	17.5		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 8,843.52	Point Repair	Hole @ 1' DS & Joint Offset Medium
S5458	0-5	Sanitary	MH31-1-041	MH31-1-051	9/13/2019	Clay or VCP	18	281.3	512B	5442	17.3	5	\$ 1,800.00		\$ -	2	\$ 2,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 6,647.17	Open Cut & Spot Line	Broken @ 1' US, Deposits Settled (MSA)
S6901	0-5	Sanitary	MH26-4-052	MH26-4-051	8/22/2019	Clay or VCP	8	349.7	5141	4100	16.8		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,523.87	Spot Line	Broken @ 32' US
S6888	0-5	Sanitary	MH26-4-067	MH26-4-068	8/26/2019	Clay or VCP	8	407.3	5300	2B17	16.5		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 9,425.51	Point Repair	Hole @ 106 & 108' (MSA) DS
S6797	0-5	Sanitary	MH26-1-029	MH26-1-030	7/30/2019	Clay or VCP	8	436.4	553B	221A	15.8		\$ -		\$ -	4	\$ 2,800.00	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 13,227.33	Point Repair & Spot Line	Hole @ 366' DS, Hinge Fract 366-370' DS
S5360	0-5	Sanitary	MH30-4-078	MH30-4-075	9/3/2019	Clay or VCP	8	385.3	5743	3221	15.5		\$ -		\$ -	4	\$ 2,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 5,048.63	Spot Line	Hole @ 24 & 331-332' DS
S6171	0-5	Combined	MH25-4-159	MH25-4-157	9/24/2019	Clay or VCP	10	261.4	5B31	5128	13.8		\$ -		\$ -		\$ -	1	\$ 9,000.00		\$ -		\$ -		\$ -		\$ -	4	\$ 10,045.68	Point Repair	Hole @ Obstacle in Wall (157' US)
S6207	0-5	Combined	MH25-4-118A	MH25-4-108A	4/17/2019	Reinforced Concrete	12	116.2	5222	2400	12.0	10	\$ 3,200.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 3,722.86	Open Cut	Collapse @ 86' (MSA), Broken @ 85' DS
S6916	0-5	Sanitary	MH26-4-059	MH26-4-058	10/25/2018	Clay or VCP	10	374.4	5843	2300	10.3		\$ -	375	\$ 37,500.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 38,997.74	Line Pipe	Broken @ 6 & 222.7', Fract Hinge/Deformed @ 116', Hole (2)
S6918	0-5	Sanitary	MH26-4-080	MH26-4-073	10/23/2018	PVC Truss/Unknown	10	387.4	5444	2419	9.6		\$ -		\$ -	6	\$ 4,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 7,249.66	Spot Line	Hole @ 262.8', Broken @ 249.3', MH Channel Missing
S7095	0-5	Sanitary	MH35-1-011	MH35-1-012	10/4/2019	Clay or VCP	18	422.2	523F	5343	9.5	10	\$ 3,600.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5.5	\$ 5,922.33	Open Cut	Deformed @ 231' US, Broken @ 236' US
S6429	0-5	Combined	MH36-1-193	MH36-1-157	8/13/2018	Clay or VCP	12	207.6	5346	2N00	8.6		\$ -		\$ -	6	\$ 5,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 7,234.32	Spot Line	Broken @ 85, 88, & 162'
S7879	0-5	Sanitary	MH36-2-099	MH36-2-120	2/7/2019	Clay or VCP	18	455.9	4300	512D	8.5		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 900.00		\$ -	5.5	\$ 3,407.22	Seal Joint	Infil Gusher
S6615	0-5	Combined	MH36-4-009	MH36-4-010	2/28/2019	Clay or VCP	15	283.7	5A00	5132	8.5		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -	1	\$ 100.00		\$ -	1	\$ 900.00	5	\$ 10,418.41	Cut & Seal Lateral	Tap-Intruding (MSA), Broken @ 1.7' US
S7866	0-5	Sanitary	MH36-2-120	MH36-2-123	2/7/2019	Clay or VCP	18	431.7	3100	5141	8.4		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 125.00	1	\$ 900.00		\$ -	5.5	\$ 3,399.15	Heavy Clean & Seal Joints	Infil Gusher @102' DS
S7247	0-5	Combined	MH35-3-041	MH35-3-040	10/4/2018	Clay or VCP	15	356.0	5341	4121	8.3		\$ -		\$ -		\$ -	4	\$ 48,000.00		\$ -		\$ -		\$ -		\$ -	5	\$ 49,780.00	Heavy Clean & Point Repairs	Debris (MSA), Hole DS @ 42 & 164, broken DS @ 163'
S7349	0-5	Combined	MH36-3-116	MH35-4-010	3/21/2019	Clay or VCP	18	96.4	5600	0000	8.3	10	\$ 2,100.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5.5	\$ 2,630.03	Open Cut	Deformed @90.6'
S5906	0-5	Combined	MH25-1-026	MH25-1-039	8/13/2019	Clay or VCP	12	260.5	5121	0000	8.1		\$ -		\$ -	2	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 3,872.05	Spot Line	Hole @ 257' DS
S5367	0-5	Combined	MH30-4-042	MH30-4-048	8/16/2019	Reinforced Concrete	42	174.4	0000	512K	8.1		\$ -		\$ -		\$ -		\$ -		\$ -		1	\$ #N/A		\$ -	7	\$ 7,250.00	Seal Joint	Infil Gusher @ 169' DS	
S6167	0-5	Combined	MH25-4-155	MH25-4-164	9/24/2019	Clay or VCP	12	118.9	5A14	2400	8.0		\$ -		\$ -	2	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 3,235.12	Spot Line	Hole @ 37' DS (gas bore), Bore @ 73' US
S5171	0-5	Sanitary	MH25-3-021	MH25-3-020	2/21/2019	Clay or VCP	15	162.0	5541	4111	7.9	18	\$ 3,240.00		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 800.00		\$ -	5	\$ 4,850.25	Open Cut	Hinge Fract @9.5' (17.5')
S7542	0-5	Combined	MH31-1-001	MH31-1-RO10	8/20/2019	Reinforced Concrete	27	294.1	0000	5100	7.8	10	\$ 4,600.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	7	\$ 6,658.72	Open Cut	Excessive Settled Deposits @ 1' US
S7010	0-5	Combined	MH26-3-018	MH26-3-006	10/31/2018	Clay or VCP	10	352.2	5B4A	3A25	7.7		\$ -	356	\$ 35,600.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 37,008.84	Line	Hole (6), Broken (9)
S5267	0-5	Combined	MH25-3-072	MH25-3-074	1/9/2019	Clay or VCP	12	368.7	5838	312A	7.7		\$ -		\$ -		\$ -	1	\$ 10,000.00		\$ -		\$ -		\$ -		\$ -	4.5	\$ 11,659.28	Point Repair	Broken/Deformed @ 181', Hole/Deformed @ 182' DS
S5163	0-5	Sanitary	MH25-3-010A	MH25-3-009	2/21/2019	Clay or VCP	12	152.3	5837	1200	7.6	18	\$ 2,880.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 3,565.23	Open Cut	Hinge Fract, Deformed @70.3' (17.7')
S6984	0-5	Combined	MH26-3-029	MH26-3-030	8/23/2018	Clay or VCP	18	306.8	5A4A	2A00	7.6	20	\$ 7,200.00		\$ -		\$ -		\$ -	2	\$ 95.00	2	\$ 250.00		\$ -		\$ -	5.5	\$ 9,232.62	Open Cut & Seal Joints	Deformed @ 281', collapse/broken @ 292 (MSA)
S7836	0-5	Sanitary	MH36-2-098	MH36-2-099	2/6/2019	Clay or VCP	18	254.4	3121	5142	7.6		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 250.00	2	\$ 1,800.00		\$ -	5.5	\$ 3,199.15	Seal Joint	Infil Gusher
S7169	0-5	Combined	MH35-1-099	MH35-1-098	10/12/2018	Clay or VCP	12	327.4	5241	3226	7.4	10	\$ 3,200.00		\$ -	2	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 7,373.38	Spot Line & Open Cut Sag	Surface Wall Missing @ 55', Hole @ 55'
S5650	0-5	Combined	MH31-3-125	MH31-3-126	6/4/2019	Clay or VCP	18	431.2	5A39	5132	7.4		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 125.00		\$ -	1	\$ 950.00	5.5	\$ 3,446.78	Root Cut & Seal Joint	Roots (MSA)
S7876	0-5	Sanitary	MH36-3-164	MH36-2-134	2/26/2019	Clay or VCP	8	281.9	564A	2600	7.4		\$ -	282	\$ 22,549.91		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 23,536.47	Line	Hole @.5', 270.1'; Broken (4)
S7136	0-5	Combined	MH36-2-137	MH36-1-061	11/27/2018	Clay or VCP	30	254.6	5200	322E	7.3		\$ -		\$ -	2	\$ 4,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	7	\$ 6,682.40	Contact Utility Co., Spot Line	Gas Line Bore & Holes @ 212' US
S7166	0-5	Combined	MH35-1-096	MH35-1-095	10/15/2018	Clay or VCP	15	356.7	5E2H	2B00	7.3	10	\$ 3,400.00		\$ -	4	\$ 4,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 10,083.31	Spot Line & Open Cut	Hole @ 167 & 174', water level 100% (US MSA)
S5724	0-5	Combined	MH31-3-096	MH31-3-107	5/22/2019	Clay or VCP	8	380.7	5543	422G	7.1		\$ -	380	\$ 30,400.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 31,732.60	Line	Broken @ 203' & 281' DS, Hole (3)
S8030	0-5	Sanitary	MH36-1-038	MH36-1-014A	2/5/2019	Clay or VCP	8	247.0	5141	5141	7.0		\$ -		\$ -	2	\$ 1,000.00		\$ -		\$ -		\$ -		1	\$ 850.00	3.5	\$ 3,614.65	Point Repair, Seal Lateral	Tap Defective @64' US, Debris/Hole @32' DS (MSA)	
S5622	0-5	Combined	MH31-4-061	MH31-4-060	9/16/2019	Re																									



CITY OF BIRMINGHAM SANITARY/COMBINED SYSTEM  
0-20 YEAR CIP EXAMPLE  
RECOMMENDED STRUCTURAL REPAIRS

Asset ID	0-5 Year or 5-20 Year CIP	System	Up Manhole ID	Down Manhole ID	Inspection Date	Pipe Material	Dia. (in)	Total Length (ft)	Structural Quick Rating	O&M Quick Rating	BRE	Open Cut (LF)	Open Cut(\$)	Line Pipe (LF)	Line Pipe(\$)	Spot Liner (LF)	Spot Liner(\$)	Point Repair (Ea)	Point Repair(\$)	Pres. Test (Ea)	Pres. Test(\$)	Cement Seal Joints (Ea)	Cement Seal Joints(\$)	Chem. Seal Joints (Ea)	Chem. Joints(\$)	Clean/Cut & Seal Lateral (Ea)	Clean & Seal Lateral(\$)	Clean, Pre/Post CCTV (\$/LF)	Estimated Repair Cost	Repair Type	Severe Repair Problem(s) Observed:
S7758	0-5	Sanitary	MH36-2-025	MH36-2-024	12/27/2018	Clay or VCP	8	289.4	5A42	2D00	5.7		\$ -	287	\$ 22,960.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 23,972.94	Line	Hole (11, MSA)
S6915	0-5	Sanitary	MH26-4-058	MH26-4-040	10/25/2018	Clay or VCP	10	196.9	5I41	2111	5.6	10	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 3,787.42	Open Cut	Broken @ 102'
S6142	0-5	Sanitary	MH25-4-145A	MH25-4-143	9/19/2019	Clay or VCP	8	349.7	5242	392E	5.6		\$ -		\$ -	2	\$ 1,400.00	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 11,524.01	Spot Line & Point Repair	Broken @ 121' US, Joint Offset @ 4' US
S8156	0-5	Sanitary	MH25-3-117	MH25-3-124A	11/9/2018	Clay or VCP	15	303.3	5345	231J	5.6	8	\$ 2,720.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 4,236.43	Open Cut	Broken/Deformed 292-299' DS
S6474	0-5	Sanitary	MH36-1-088	MH36-1-090	1/18/2019	Clay or VCP	8	396.6	5548	2500	5.6		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,688.11	Spot Line	Hole @ 390' DS
S7380	0-5	Combined	MH35-3-009	MH35-3-010	10/5/2018	Clay or VCP	12	364.0	5200	392L	5.6		\$ -		\$ -		\$ -	2	\$ 20,000.00		\$ -		\$ -		\$ -		\$ -	4.5	\$ 21,638.00	Point Repair	Deposits (MSA), Broken/Wall Missing @ 67' DS
S7213	0-5	Combined	MH35-2-027	MH35-2-028	9/25/2018	Clay or VCP	10	495.4	554C	5141	5.6		\$ -		\$ -	4	\$ 3,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 6,081.79	Spot Line & Heavy Clean	Broken @ 425', Fract Hinge @ 424.3' (collapsing), Deposits
S5592	0-5	Combined	MH31-4-028	MH31-4-025	6/7/2019	Clay or VCP	8	250.0	5342	5141	5.6		\$ -		\$ -	6	\$ 4,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 5,974.89	Spot Line	Surface Wall Missing @ 26 & 156' US, Broken @ 138' US
S5935	0-5	Combined	MH25-1-105	MH25-1-038	9/9/2019	Clay or VCP	8	292.3	5142	5131	5.6	5	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 850.00	3.5	\$ 3,273.00	Open Cut & Cut/Seal Lateral	Broken & Sag @ 5.4' DS, Tap Intruding (MSA)
S7912	0-5	Sanitary	MH36-2-113	MH36-2-129	2/15/2019	Clay or VCP	8	262.8	5441	5112	5.6		\$ -	264	\$ 21,120.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 22,039.83	Line	Hole @ 1' & 48', Broken @ 46' & 125'
S6148	0-5	Combined	MH25-4-059	MH25-4-144	9/19/2019	Clay or VCP	8	178.0	5321	2K00	5.6		\$ -		\$ -	6	\$ 4,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 5,723.00	Spot Line	Hole @ 99.7' DS, Broken @ 163 & 173' DS
S8162	0-5	Combined	MH25-3-115	MH25-3-190	11/8/2018	Clay or VCP	12	198.2	5947	3222	5.5	7	\$ 2,240.00	199	\$ 23,880.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 27,011.73	Open Cut & Line	Broken/Deformed (3'), Broken (2), Deformed (5')
S6461	0-5	Combined	MH36-1-024	MH36-1-023	1/10/2019	Clay or VCP	12	230.9	5332	5131	5.5		\$ -		\$ -	4	\$ 3,600.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 5,538.90	Heavy Clean, Spot Line	Hole @ 65' DS, Broken @ 70.9' DS, Sludge (MSA)
S6956	0-5	Combined	MH26-2-034	MH26-2-035	8/22/2018	Clay or VCP	15	376.9	4730	5231	5.5		\$ -		\$ -		\$ -	2	\$ 90.00		\$ -		2	\$ 1,600.00		\$ -	5	\$ 3,574.40	Chem Seal Joints	Infil gushers @ 261.4 & 301.8'	
S5840	0-5	Combined	MH25-2-055	MH25-2-054	10/2/2018	Clay or VCP	12	212.0	5141	2114	5.5		\$ -		\$ -	2	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 3,654.04	Spot Line	Broken @ 100' (joint)
S7689	0-5	Sanitary	MH36-2-203	MH36-2-165	1/7/2019	Clay or VCP	8	187.7	5C48	211B	5.5		\$ -	188	\$ 15,040.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 15,696.85	Line	Hole (9), Broken (11)
S5527	0-5	Combined	MH31-2-045	MH31-2-044	6/20/2019	Reinforced Concrete	21	269.9	5222	2B00	5.4		\$ -		\$ -	6	\$ 9,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	6	\$ 11,519.65	Spot Line	Broken/Reinf Visible @ 169-175' DS
S5682	0-5	Combined	BH31-4-001	MH31-3-009	6/6/2019	Clay or VCP	8	353.7	5211	4132	5.4		\$ -		\$ -		\$ -	2	\$ 16,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 17,238.09	Point Repair	Hole @ 108 & 140' US
S6908	0-5	Sanitary	MH26-4-037	MH26-4-038	10/2/2018	Clay or VCP	8	362.9	5141	4133	5.4		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,570.31	Spot Line	Hole @ 351' DS
S6496	0-5	Sanitary	MH36-1-057	MH36-1-058	7/12/2019	Clay or VCP	8	277.4	5749	4123	5.4		\$ -	277	\$ 22,160.00		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 1,700.00	3.5	\$ 24,830.79	Line	Hole @11.4', 174.3'; Broken (5)
S7049	0-5	Sanitary	MH26-4-005	MH26-4-006	10/4/2018	Clay or VCP	8	241.5	5141	3624	5.3		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,145.34	Spot Line & Monitor H2S	Hole @ 96'
S5618	0-5	Combined	MH31-4-059	MH31-4-064	6/13/2019	Reinforced Concrete	27	409.7	0000	5142	5.3		\$ -		\$ -		\$ -		\$ -		\$ -	16	\$ 4,000.00	2	\$ 2,600.00		\$ -	7	\$ 9,467.58	Seal Joints	Infil Gusher @ 319' DS, Excessive Infil
S5649	0-5	Combined	MH31-3-124	MH31-3-125	6/4/2019	Clay or VCP	15	245.1	5342	2100	5.3		\$ -		\$ -	4	\$ 4,000.00	1	\$ 12,000.00		\$ -		\$ -		\$ -		\$ -	5	\$ 18,125.34	Spot Line & Point Repair	Hole @ 72 (gas bore) DS, Hole @ 28' US
S5648	0-5	Combined	MH31-3-123	MH31-3-124	6/4/2019	Clay or VCP	15	174.1	5222	251A	5.3		\$ -		\$ -		\$ -	2	\$ 24,000.00		\$ -		\$ -		\$ -		\$ -	5	\$ 24,870.74	Point Repair	Broken @ 23' US, Hole @ 148.9' US
S6490	0-5	Sanitary	MH36-1-099	MH36-1-162	1/24/2019	Clay or VCP	8	232.0	5141	5133	5.2		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		1	\$ 850.00	3.5	\$ 1,662.08	Clean/Seal Lateral	Sludge @ 3' DS (tap)	
S5759	0-5	Combined	MH31-3-063	MH31-3-062	5/24/2019	Reinforced Concrete	12	194.5	5143	4123	5.2		\$ -		\$ -	2	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 4,275.23	Spot Line & Seal Joint	Broken @ 44.4' DS
S5734	0-5	Combined	MH31-3-017	MH31-3-016	5/31/2019	Reinforced Concrete	15	345.9	5124	4126	5.2		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		1	\$ 700.00	5	\$ 2,529.42	Seal Joint	Infiltration	
S5054	0-5	Combined	MH30-3-004	MH30-3-002	8/5/2019	Clay or VCP	21	400.0	5H3H	2H11	5.2		\$ -		\$ -	2	\$ 3,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	6	\$ 6,299.90	Spot Line	Broken @ 63.7' DS
S5751	0-5	Combined	BH31-4-001	MH31-3-059	5/22/2019	Clay or VCP	8	332.4	5B4B	2A00	5.1		\$ -	332	\$ 26,560.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 27,723.44	Line	Broken (15), Hole (4)
S5579	0-5	Combined	MH31-4-067	MH31-4-070	6/12/2019	Clay or VCP	8	240.2	594A	2100	5.1		\$ -	240	\$ 19,200.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 20,040.75	Line	Broken (7), Hole @ 9.6' DS`
S7051	0-5	Sanitary	MH26-4-006	MH26-4-007	10/4/2018	Clay or VCP	8	453.0	5147	221E	5.1		\$ -	453	\$ 36,240.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 37,825.49	Line Pipe	Hole DS (2) & MSA @ 256', Hole US (3) & MSA @ 197'
S5055	0-5	Combined	MH30-3-004A	MH30-3-004	8/2/2019	Clay or VCP	18	331.8	594D	5131	5.1		\$ -		\$ -	2	\$ 2,400.00		\$ -		\$ -		\$ -		1	\$ 950.00	5.5	\$ 6,074.99	Spot Line & Cut/Seal Lateral	Broken @ 22.6' US, Intruding Lateral Liner (MSA)	
S5960	0-5	Sanitary	MH25-1-089	MH25-1-090	8/22/2019	Clay or VCP	8	246.4	5233	3121	5.1		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 8,862.41	Point Repair	Broken @ 99'
S5081	0-5	Combined	MH30-3-048	MH30-3-046	9/5/2019	Clay or VCP	15	47.8	5141	1A00	5.0		\$ -		\$ -	2	\$ 2,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 3,139.12	Spot Line	Hole @ 43.9' DS
S6807	0-5	Sanitary	MH26-1-031	MH26-1-030	10/8/2018	Clay or VCP	10	175.5	5741	261A	5.0		\$ -		\$ -	4	\$ 3,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 4,801.93	Spot Line	Broken @ 27', Hole @ 121'
S6638	0-5	Combined	MH26-4-097	MH26-4-098	3/1/2019	Reinforced Concrete	8	238.7	5242	332E	4.9		\$ -		\$ -	6	\$ 3,000.00		\$ -		\$ -	2	\$ 150.00		\$ -		\$ -	3.5	\$ 4,885.40	Spot Line	Hole @0' US, 2' DS (MSA); Broken @100.3' US;
S6113	0-5	Combined	MH25-4-130	MH25-4-129A	9/17/2019	Clay or VCP	8	523.8	5141	512A	4.9	5	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	6.5	\$ 3,233.23	Open Cut	Deposits Settled @ 25' DS
S8328	0-5	Combined	MH34-4-X12	MH34-4-X09	12/12/2018	Reinforced Concrete	24	237.9	2100	5141	4.8	10	\$ 4,400.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 5,946.11	Open Cut or Heavy Clean	Deposits Settled (MSA (no reverse))
S7276	0-5	Combined	MH35-2-077A	TE35-2-004	9/18/2018	Clay or VCP	10	342.6	5C31	3C2D	4.8		\$ -	342	\$ 34,200.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 35,570.31	Line Pipe	Hinge crack @ 273, 275, 277, & 278.7(120')
S5374	0-5	Combined	MH30-4-058	MH30-4-054	7/11/2019	Reinforced Concrete	15	377.1	3123	5222	4.6		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		1	\$ 900.00	5	\$ 2,785.44	Cut/Seal Lateral	Tap Intruding (MSA)	
S5972	0-5	Sanitary	MH25-1-076	MH25-1-077	8/26/2019	Clay or VCP	8	250.5	5211	3326	4.6		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 8,876.62	Point Repair	Broken @ 246' DS (2 segments)
S7048	0-5	Combined	MH26-4-001	MH26-4-002	10/3/2018	Clay or VCP	8	366.5	5542	3722	4.6		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 9,282.92	Contact Utility Co, Point Repair	Broken US @ 113' (bore), Hole US @ 172' & DS @ 195' (MSA)
S7307	0-5	Combined	MH35-2-092	MH35-2-091	11/2/2018	Clay or VCP	10	190.4	5241	2212	4.5		\$ -		\$ -		\$ -	1	\$ 9,000.00		\$ -		\$ -		\$ -		\$ -	4	\$ 9,761.54	Point Repair	Hole @ 41' US
S6028	0-5	Combined	MH36-4-091	MH31-3-113	3/11/2019	Reinforced Concrete	12	492.9	4322	3129	4.5		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 180.00		\$ -		\$ -	4.5	\$ 2,398.09	Seal Joints & Heavy Clean	Infiltration
S5099	0-5	Sanitary	MH25-3-161	MH25-3-154	9/24/2018	Clay or VCP	8	233.4	5746	2C00	4.5		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,116.90	Spot Line	Hole @ 176'
S6143	0-5	Sanitary	MH25-4-145	MH25-4-145A	9/																										

CITY OF BIRMINGHAM SANITARY/COMBINED SYSTEM  
0-20 YEAR CIP EXAMPLE  
RECOMMENDED STRUCTURAL REPAIRS

5-10 YEAR CIP

Asset ID	0-5 Year or 5-20 Year CIP	System	Up Manhole ID	Down Manhole ID	Inspection Date	Pipe Material	Dia. (in)	Total Length (ft)	Structural Quick Rating	O&M Quick Rating	BRE	Open Cut (LF)	Open Cut(\$)	Line Pipe (LF)	Line Pipe(\$)	Spot Limer (LF)	Spot Limer(\$)	Point Repair (Ea)	Point Repair(\$)	Pres. Test (Ea)	Pres. Test(\$)	Cement Seal Joints (Ea)	Cement Seal Joints(\$)	Chem. Seal Joints (Ea)	Chem. Joints(\$)	Clean/Cut & Seal Lateral (Ea)	Clean & Seal Lateral(\$)	Clean, Pre/Post CCTV (\$/LF)	Estimated Repair Cost	Repair Type	Severe Repair Problem(s) Observed:
56883	5-10	Sanitary	MH26-4-072	MH26-4-073	8/1/2019	Clay or VCP	8	373.1	5341	4131	20.3		\$ -		\$ -	6	\$ 4,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 6,405.69	Spot Line	Broken @ 141, 178, 255' DS
56872	5-10	Sanitary	MH26-4-083	MH26-4-082	8/7/2019	Clay or VCP	8	373.4	5741	221G	20.0		\$ -	373	\$ 29,840.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 31,146.85	Line	Hole @ 4.5' DS, Broken 28'-32', 75', 173', 184' DS
56885	5-10	Sanitary	MH26-4-070	MH26-4-071	8/1/2019	Clay or VCP	8	383.5	5242	4131	19.3		\$ -	383	\$ 30,640.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 31,982.18	Line	Broken @ 47 & 51', Excessive Roots (MSA)
56874	5-10	Sanitary	MH26-4-085	MH26-4-084	8/27/2019	Clay or VCP	8	371.8	5222	3322	18.8		\$ -		\$ -	4	\$ 2,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 5,001.34	Spot Line	Broken @ 44', Hole @ 127'
56880	5-10	Sanitary	MH26-4-076	MH26-4-077	8/27/2019	Clay or VCP	8	398.6	5142	2H11	18.3		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,695.25	Spot Line	Hole @ 145' DS
56588	5-10	Sanitary	MH36-1-083	MH36-1-082	1/23/2019	Clay or VCP	8	397.4	5131	5141	18.0		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		1	\$ 850.00	3.5	\$ 2,240.93	Seal Lateral	Hole @ 119' US (tap)	
56815	5-10	Sanitary	MH26-1-035	MH26-1-036	7/29/2019	Clay or VCP	8	462.1	5645	2E11	17.5		\$ -	462	\$ 36,960.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 38,577.46	Line	Broken @ 0, 338, 339, & 377.5' DS
55362	5-10	Sanitary	MH30-4-059	MH30-4-056	9/4/2019	Clay or VCP	8	411.5	5132	4235	16.0		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,740.21	Spot Line	Hole @ 285.2' US
55384	5-10	Sanitary	MH30-4-068	MH30-4-066	8/30/2019	Clay or VCP	8	447.3	584A	3122	15.5		\$ -	447	\$ 35,760.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 37,325.44	Line	Broken (7), Hole @ 31.2, 143, 146' US
55382	5-10	Sanitary	MH30-4-083	MH30-4-081	8/29/2019	Clay or VCP	8	364.0	5A46	3121	15.5		\$ -	368	\$ 29,440.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 30,714.14	Line	Broken @ 12.3' DS, Hole @ 137.6' DS
56912	5-10	Sanitary	MH26-4-041	MH35-1-009	10/25/2018	Clay or VCP	10	351.7	5231	0000	10.4		\$ -		\$ -		\$ -	2	\$ 18,000.00		\$ -		\$ -		\$ -		\$ -	4	\$ 19,406.66	Point Repairs	Surface wall missing @ 283, Broken @ 325'
56925	5-10	Combined	MH26-4-045	MH26-4-044	10/26/2018	Reinforced Concrete	24	388.9	512B	413B	10.1		\$ -		\$ -		\$ -		\$ -	1	\$ 52.50	1	\$ 200.00		\$ -		\$ -	6.5	\$ 2,780.33	Seal Joint	Hole @ 111.8' DS (joint)
57286	5-10	Combined	MH35-2-009	MH35-2-013	9/24/2018	Clay or VCP	18	323.9	533B	5141	9.8	15	\$ 5,400.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5.5	\$ 7,181.66	Open Cut	Root Ball (MSA), Hinge Fract (15')
56394	5-10	Combined	MH36-3-030	MH36-3-032	3/19/2019	Clay or VCP	18	67.4	5143	2100	9.7		\$ -		\$ -	2	\$ 2,300.00		\$ -		\$ -		\$ -		\$ -		\$ -	5.5	\$ 3,570.49	Spot Line	Hole @48.7'
57162	5-10	Combined	MH35-1-092	MH35-4-092A	10/15/2018	Clay or VCP	18	360.1	5G39	3B28	9.4		\$ -		\$ -	2	\$ 2,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	5.5	\$ 5,280.34	Spot Line	Broken/Wall Missing @ 287.2' (around tap)
57584	5-10	Combined	MH31-3-166	MH31-3-130	4/24/2019	Reinforced Concrete	18	130.5	5122	2A1A	9.1		\$ -		\$ -		\$ -	1	\$ 16,000.00		\$ -		\$ -		\$ -		\$ -	5.5	\$ 16,717.57	Point Repair	Broken @ 35' DS
56445	5-10	Sanitary	MH36-1-019	MH36-2-087	2/5/2019	Clay or VCP	15	339.7	5947	2600	8.9	48	\$ 8,640.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 10,338.43	Open Cut	Hinge Fract @221' (46.4');
56800	5-10	Sanitary	MH26-1-019	MH26-1-021	8/29/2018	Clay or VCP	10	465.4	5343	312P	8.9		\$ -		\$ -		\$ -	1	\$ 9,000.00	2	\$ 80.00	2	\$ 160.00		\$ -		\$ -	4	\$ 11,101.69	Seal Joints & Point Repair	Broken @ 241
57724	5-10	Combined	MH36-2-009	MH36-2-008	1/3/2019	Clay or VCP	10	144.3	5241	0000	8.5		\$ -		\$ -	4	\$ 3,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 4,677.14	Spot Line	Broken @ 94-96, 113' DS
55485	5-10	Combined	MH31-2-020	MH31-2-019	6/26/2019	Clay or VCP	21	247.7	5H00	211F	8.2		\$ -	247	\$ 37,050.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	6	\$ 38,536.25	Line	Hinge Fract (245')
57024	5-10	Combined	MH35-1-105	MH35-1-085	11/1/2018	Reinforced Concrete	18	415.3	523J	3F2A	8.2		\$ -		\$ -	2	\$ 2,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	5.5	\$ 5,584.40	Spot Line	Broken @ 114' US
57085	5-10	Combined	MH35-1-044	MH35-1-051A	10/31/2018	Clay or VCP	12	357.3	5442	312V	8.1		\$ -		\$ -	6	\$ 5,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 7,907.93	Spot Line	Hole @ 95' DS, Broken @ 102, 103, 105' DS
55482	5-10	Combined	MH31-2-109	MH31-2-108	6/25/2019	Clay or VCP	15	323.4	5141	312B	8.1		\$ -		\$ -	2	\$ 2,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 4,517.14	Spot Line	Hole @ 165.7' DS
56212	5-10	Combined	MH25-4-089	MH25-4-090	8/15/2018	Clay or VCP	12	191.3	3A24	4131			\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 180.00		\$ -		\$ -	4.5	\$ 1,040.88	Seal Joints & Heavy Clean	MSA (mineral)
56621	5-10	Combined	MH36-4-014	MH36-4-013	1/22/2019	Clay or VCP	10	249.7	5F41	312B	7.9		\$ -		\$ -	6	\$ 4,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 6,698.65	Spot Line	Broken @ 181.2, 214, 226' DS
56946	5-10	Combined	MH26-2-021	MH26-2-011	8/6/2018	Clay or VCP	21	305.7	2300	412I	7.8		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 300.00	1	\$ 1,000.00		\$ -	6	\$ 3,134.15	Seal Joints	Infil runner @ 254.7'
57585	5-10	Combined	MH31-3-167	MH31-3-166	4/23/2019	Reinforced Concrete	18	211.3	5A21	211A	7.7		\$ -		\$ -		\$ -	1	\$ 16,000.00		\$ -		\$ -		\$ -		\$ -	5	\$ 17,162.11	Point Repair	Broken @ 77' US (bore)
56227	5-10	Combined	MH36-3-096	MH36-3-116	3/21/2019	Clay or VCP	18	296.1	5D41	362I	7.7		\$ -		\$ -	14	\$ 16,100.00		\$ -		\$ -	5	\$ 625.00		\$ -		5.5	\$ 19,253.80	Spot Line & Seal Joints	Hinge Fract @2' (14')	
58549	5-10	Combined	MH31-3-118	MH31-3-081	8/14/2018	Reinforced Concrete	15	299.6	5144	412G	7.6		\$ -		\$ -		\$ -	1	\$ 12,000.00	3	\$ 135.00	2	\$ 200.00	1	\$ 800.00		\$ -	5	\$ 14,633.13	Point Repair & Seal Joints	Broken @ 35.1, infil runner @ 165
55351	5-10	Combined	MH30-4-046	MH30-4-045	7/10/2019	Reinforced Concrete	18	441.8	513F	5126	7.5		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		1	\$ 950.00	5.5	\$ 3,380.08	Cut Tap	PVC Tap Intruding @ 79.6' DS	
56368	5-10	Combined	MH36-3-069	MH36-3-070	1/3/2019	Clay or VCP	21	341.0	5100	413A	7.5		\$ -		\$ -		\$ -		\$ -		\$ -	3	\$ 450.00	1	\$ 1,000.00		\$ -	6	\$ 3,495.80	Seal Joints	
56639	5-10	Combined	MH36-3-037	MH36-3-038A	1/3/2019	Clay or VCP	12	298.8	5A32	433A	7.4		\$ -		\$ -	2	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 4,044.69	Spot Line	Broken @ 73.9' DS
56639	5-10	Combined	MH36-3-037	MH36-3-038A	3/26/2019	Clay or VCP	12	298.8	5A31	3229	7.4		\$ -		\$ -	2	\$ 1,750.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 3,994.69	Spot Line	Broken @73.9' DS
55342	5-10	Combined	MH30-4-039	MH30-4-038	7/12/2019	Clay or VCP	18	138.9	5100	0000	7.4		\$ -		\$ -	2	\$ 2,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	5.5	\$ 4,064.11	Spot Line	Broken @ 137.3' DS
55473	5-10	Combined	MH31-2-010	MH31-3-061	6/28/2019	Clay or VCP	21	207.9	5D44	211E	7.4	15	\$ 6,000.00	209	\$ 31,350.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	6	\$ 38,597.15	Open Cut & Line	Hinge Fract (140'), Deformed @ 143-160
57170	5-10	Combined	MH35-1-100	MH35-1-099	10/12/2018	Clay or VCP	10	369.1	5541	2A00	7.3		\$ -		\$ -	2	\$ 1,600.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 3,976.58	Spot Line	Hole @ 341.7'
55586	5-10	Combined	MH31-4-013	MH31-4-070	6/11/2019	Clay or VCP	8	371.1	5121	2513	7.3		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,598.80	Spot Line	Hole @ 341.7'
57275	5-10	Combined	MH35-2-085	MH-xx	9/14/2018	Clay or VCP	12	412.0	5B31	3829	7.3		\$ -	412	\$ 49,440.00		\$ -	1	\$ 10,000.00		\$ -		\$ -		\$ -		\$ -	4.5	\$ 61,294.20	Point Repair & Line Pipe	Hole @ 273, hinge crack @ 254 & 289 (50')
56954	5-10	Combined	MH26-2-036	MH26-3-029	8/22/2018	Clay or VCP	18	342.0	4931	4131	7.3		\$ -		\$ -		\$ -		\$ -	3	\$ 142.50	2	\$ 250.00	1	\$ 900.00		\$ -	5.5	\$ 3,173.61	Seal Joint	
57330	5-10	Combined	MH35-4-085	MH35-4-084	10/9/2018	Clay or VCP	10	217.3	5143	3221	7.3		\$ -		\$ -	2	\$ 1,600.00		\$ -	1	\$ 40.00	1	\$ 80.00		\$ -	1	\$ 850.00	4	\$ 4,339.40	Line, Seal Joint, Cut Lateral, Monitor	Broken @ 1' US @ MH
57742	5-10	Combined	MH36-2-034	MH36-2-051A	12/6/2018	Reinforced Concrete	12	259.9	523B	4124	7.3		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 850.00	4.5	\$ 2,019.40	Seal Lateral	Hole @ 101' (tap)
57134	5-10	Combined	MH35-1-060	MH35-1-058A	11/27/2018	Reinforced Concrete	30	153.6	523A	0000	7.2		\$ -		\$ -	2	\$ 4,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	7	\$ 5,974.87	Spot Line	Hole @ 86' DS
56287	5-10	Combined	MH36-1-198	MH36-1-236	7/2/2019	PVC Truss/Unknown	8	271.4	5642	2500	7.1		\$ -	272	\$ 21,760.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3	\$ 22,709.98	Line	Hole @ 48, 138, 140, 232.5 DS, Broken @ 218' DS
55332	5-10	Combined	MH30-4-031	MH30-4-029	7/16/2019	Clay or VCP	18	223.9	5131	5121	6.9		\$ -		\$ -	2	\$ 2,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	5.5	\$ 4,531.67	Spot Line	Hinge Fract @ 54.9' DS
57296	5-10	Combined	MH35-2-011	MH35-2-012	9/19/2018	Clay or VCP	12	478.8	5131	3B2A	6.9		\$ -		\$ -		\$ -	1	\$ 10,000.00		\$ -		\$ -		\$ -						



CITY OF BIRMINGHAM SANITARY/COMBINED SYSTEM  
0-20 YEAR CIP EXAMPLE  
RECOMMENDED STRUCTURAL REPAIRS

Asset ID	0-5 Year or 5-20 Year CIP	System	Up Manhole ID	Down Manhole ID	Inspection Date	Pipe Material	Dia. (in)	Total Length (ft)	Structural Quick Rating	O&M Quick Rating	BRE	Open Cut (LF)	Open Cut(\$)	Line Pipe (LF)	Line Pipe(\$)	Spot Liner (LF)	Spot Liner(\$)	Point Repair (Ea)	Point Repair(\$)	Pres. Test (Ea)	Pres. Test(\$)	Cement Seal Joints (Ea)	Cement Seal Joints(\$)	Chem. Seal Joints (Ea)	Chem. Joints(\$)	Clean/Cut & Seal Lateral (Ea)	Clean & Seal Lateral(\$)	Clean, Pre/Post CCTV (\$/LF)	Estimated Repair Cost	Repair Type	Severe Repair Problem(s) Observed:
57883	5-10	Sanitary	MH36-2-117	MH36-3-164	2/15/2019	Clay or VCP	8	278.1	5442	2117	6.2		\$ -	278	\$ 22,248.58		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 23,221.96	Line	Broken @92.7', 181.6', 241.8'; Hole @173.4'
55345	5-10	Combined	MH30-4-038	MH30-4-036	7/12/2019	Clay or VCP	18	227.7	5200	3126	6.2		\$ -		\$ -	10	\$ 12,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	5.5	\$ 14,152.33	Spot Line	Hinge Fract 10'
57666	5-10	Sanitary	MH25-1-090	MH25-1-129	8/22/2019	Clay or VCP	10	286.8	5221	4136	6.1		\$ -		\$ -	2	\$ 1,600.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 3,647.18	Spot Line	Broken @ 50' DS
56051	5-10	Sanitary	MH25-4-120A	MH25-4-118	9/5/2019	Clay or VCP	10	287.3	5833	3221	6.1		\$ -		\$ -	2	\$ 1,600.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 3,649.20	Spot Line	Hole @ 56.8' DS
56103	5-10	Sanitary	MH25-4-081	MH25-4-080	8/17/2018	PVC Truss/Unknown	8	87.9	5141	2300	6.1		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 8,307.75	Point Repair	Broken @ 14'
56630	5-10	Combined	MH36-4-094	MH36-4-011	2/28/2019	Clay or VCP	15	71.8	513A	5141	6.0	5	\$ 900.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 1,258.92	Open Cut & Heavy Clean	
55884	5-10	Combined	MH25-1-007	MH25-1-008	8/8/2019	Clay or VCP	8	101.9	514B	312A	6.0		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 2,656.58	Spot Line	Broken @ 0.5' DS
56580	5-10	Combined	MH36-4-114	MH36-1-077	5/4/2019	PVC Solid Wall/SDR 26	12	134.7	513A	2300	6.0		\$ -		\$ -	2	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 3,305.94	Spot Line	Broken @ 107' DS
56681	5-10	Combined	MH36-4-044	MH36-4-041	1/16/2019	Clay or VCP	12	161.4	5B4A	322D	6.0		\$ -		\$ -	2	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 3,426.44	Spot Line	Broken @ 76' DS
55841	5-10	Combined	MH25-2-049	MH25-2-048	10/1/2018	Clay or VCP	12	250.4	5141	2F00	5.9	5	\$ 1,600.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 2,726.72	Open Cut	Broken @ 131.8' DS
57833	5-10	Sanitary	MH36-2-077	MH36-2-096	12/3/2018	Clay or VCP	8	307.1	5C4A	312K	5.8		\$ -	306	\$ 24,480.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 25,554.89	Line	Broken @ 124, 227, 264, 300' DS
56261	5-10	Combined	MH36-3-112	MH36-3-111	3/22/2019	Reinforced Concrete	15	393.3	5A2E	4132	5.8		\$ -	393	\$ 47,160.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 49,126.52	Line	Hinge Fract @11.5 (5.8")
55703	5-10	Combined	MH31-3-113	MH31-3-110	3/11/2019	Reinforced Concrete	15	568.0	5141	412A	5.8		\$ -		\$ -	2	\$ 2,000.00		\$ -		\$ -	3	\$ 300.00		\$ -		\$ -	5	\$ 6,039.81	Spot Line	Broken @532.5'
55205	5-10	Combined	MH25-3-114	MH25-3-115	11/6/2018	Clay or VCP	8	183.4	534A	312G	5.8		\$ -	180	\$ 14,400.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 15,041.85	Line	Hole @ 144' DS, Deformed @ 162' DS, Broken @ 173' DS
55281	5-10	Sanitary	MH25-3-080	MH25-3-081	1/9/2019	Clay or VCP	8	466.8	5443	2F15	5.8		\$ -		\$ -	6	\$ 4,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 6,733.63	Spot Line	Broken @ 40.5, 212' DS, Hole @ 57' DS
55304	5-10	Combined	MH30-4-093	MH30-3-010	7/23/2019	Clay or VCP	12	381.4	5G3R	3128	5.7		\$ -	381	\$ 45,720.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 47,436.14	Line	
57733	5-10	Sanitary	MH36-2-042	MH36-2-146	12/6/2018	Clay or VCP	8	268.2	5846	2200	5.7		\$ -	266	\$ 21,280.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 22,218.60	Line	Hole (4), Broken (3)
56134	5-10	Sanitary	MH25-4-137	MH25-4-135	9/18/2019	Clay or VCP	8	302.9	5131	2111	5.7		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,360.21	Spot Line	Broken @ 286.5' DS
56213	5-10	Sanitary	MH25-4-098	MH25-4-093	8/16/2018	Clay or VCP	8	178.1	5100	2100	5.6		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 8,623.33	Point Repair	Broken @ 6'
57734	5-10	Sanitary	MH36-2-041	MH36-2-042	12/5/2018	PVC Solid Wall/SDR 26	8	292.8	5644	2500	5.6		\$ -		\$ -	4	\$ 2,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 4,724.87	Spot Line	Broken @ 12.6', Hole @ 16.4' DS
57873	5-10	Sanitary	MH36-2-129	MH36-2-130	2/26/2019	Clay or VCP	8	285.3	5241	2200	5.6		\$ -		\$ -	4	\$ 2,000.00		\$ -		\$ -	1	\$ 75.00		\$ -		\$ -	3.5	\$ 3,973.59	Spot Line	Broken @93.6', Hole @130.9'
57845	5-10	Combined	MH36-2-107	MH36-2-106	12/5/2018	PVC Solid Wall/SDR 26	10	202.7	544A	241A	5.5		\$ -	203	\$ 20,300.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 21,110.75	Line	Broken (4), Hole @ 75' US
57732	5-10	Combined	MH36-2-034	MH36-2-034A	12/6/2018	Reinforced Concrete	10	258.8	5242	2A11	5.5		\$ -		\$ -	4	\$ 3,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 5,135.24	Spot Line	Broken @ 2 & 201' DS
56682	5-10	Combined	MH36-4-098	MH36-4-101	3/1/2019	Reinforced Concrete	10	496.3	513R	332R	5.5		\$ -		\$ -	1	\$ 725.00		\$ -		\$ -		\$ -		1	\$ 850.00	4	\$ 4,460.01	Spot Line, Seal Lateral	Hole @356.6'; Tap Defective @182.6'	
57871	5-10	Sanitary	MH36-2-127	MH36-2-128	2/15/2019	Clay or VCP	8	207.6	5141	0000	5.4		\$ -		\$ -	2	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 2,626.73	Spot Line	Broken @195'
55533	5-10	Combined	MH31-2-043	MH31-2-042	6/29/2019	Clay or VCP	10	286.3	5342	3222	5.4		\$ -		\$ -	6	\$ 4,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 6,845.10	Spot Line	Hinge Fract (6')
56112	5-10	Sanitary	MH25-4-131A	MH25-4-129A	9/17/2019	Clay or VCP	8	324.5	5441	2C00	5.4		\$ -	324	\$ 25,920.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 27,055.61	Line	Broken (12)
57298	5-10	Combined	MH35-2-019	MH35-2-020	9/19/2018	Clay or VCP	18	416.5	5A20	332E	5.3		\$ -		\$ -	2	\$ 2,400.00	1	\$ 16,000.00		\$ -		\$ -		\$ -		\$ -	5.5	\$ 21,590.95	Point Repair & Spot Line	Hinge fract @ 110' , broken @ 413.2'
56105	5-10	Combined	MH25-4-082A	MH25-4-082	2/22/2019	Reinforced Concrete	15	112.1	5131	0000	5.3		\$ -		\$ -	2	\$ 2,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	5	\$ 3,460.68	Spot Line	Broken @89.5'
56027	5-10	Combined	MH36-4-090	MH31-3-106	3/8/2019	Reinforced Concrete	12	335.7	5131	4131	5.3		\$ -		\$ -	2	\$ 1,750.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 4,160.72	Spot Line	Broken @194.5'
56052	5-10	Sanitary	MH25-4-121	MH25-4-118	9/19/2019	Clay or VCP	8	333.8	5A42	211L	5.3		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 9,168.40	Point Repair	Broken @ 321' DS (2 segments)
55204	5-10	Combined	MH25-3-113	MH25-3-114	11/6/2018	Clay or VCP	8	216.4	5100	312A	5.3		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,057.37	Spot Line	Hole @ 162' DS
55327	5-10	Combined	MH30-4-098	MH30-4-097	7/15/2019	Clay or VCP	12	473.6	5H43	2100	5.3		\$ -	476	\$ 57,120.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 59,251.16	Line	
56023	5-10	Sanitary	MH25-1-018A	MH25-4-121	9/19/2019	Clay or VCP	8	277.8	5A41	412M	5.3		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -	1	\$ 500.00		\$ -	3.5	\$ 3,772.35	Spot Line & Seal Joint	Broken @ 190' DS
57277	5-10	Combined	MH35-2-086	MH35-2-085	9/13/2018	Clay or VCP	10	402.3	5641	2611	5.2		\$ -		\$ -	4	\$ 3,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 5,709.04	Spot Liners	Wall Missing @ 0', Hole @ 61.2'
55275	5-10	Combined	MH25-3-006	MH25-3-069	1/8/2019	Clay or VCP	12	169.6	5141	0000	5.2		\$ -		\$ -	2	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	4.5	\$ 3,463.06	Spot Line	Hole @ 19' DS
56770	5-10	Sanitary	MH26-1-156	MH26-1-006	8/28/2018	Clay or VCP	8	192.3	513A	412C	5.2		\$ -		\$ -		\$ -		\$ -	9	\$ 342.00	8	\$ 600.00	1	\$ 500.00		\$ -	3.5	\$ 2,115.21	Seal Joints	
55676	5-10	Combined	MH31-3-004	MH31-3-003	5/11/2019	Reinforced Concrete	21	323.2	5142	312N	5.1		\$ -		\$ -	2	\$ 3,000.00		\$ -		\$ -	1	\$ 150.00		\$ -		\$ -	6	\$ 5,989.29	Spot Line & Seal Joint	Broken @ 262' DS
57893	5-10	Sanitary	MH36-2-110	MH36-1-109	12/14/2018	Clay or VCP	8	377.0	5143	2C00	5.1		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,619.52	Spot Line	Hole @ 153' DS
57895	5-10	Sanitary	MH36-1-109	MH36-2-092	12/13/2018	PVC Solid Wall/SDR 26	8	315.4	5111	2200	5.1		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,404.02	Spot Line	Broken @ 157' DS, Utility thru wall @ 220' DS
56585	5-10	Sanitary	MH36-1-086	MH36-1-084	1/23/2019	Clay or VCP	8	203.6	5342	2215	5.1		\$ -		\$ -	4	\$ 2,800.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 4,412.72	Spot Line	Hole @ 1, 47.7' DS
56430	5-10	Combined	MH36-1-193	MH36-1-192	8/8/2018	Clay or VCP	8	300.0	5144	2700	5.1		\$ -		\$ -		\$ -	1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -	3.5	\$ 9,049.86	Point Repair	Broken @ US end of pipe
57755	5-10	Combined	MH36-1-052	MH36-1-002	10/17/2018	PVC Truss/Unknown	8	64.5	5243	5123	5.0		\$ -		\$ -	2	\$ 1,400.00		\$ -	1	\$ 38.00	1	\$ 75.00		\$ -		\$ -	3.5	\$ 2,638.75	Spot Line & Seal Cap	Broken @ 56.4', Hole @ end of pipe
57691	5-10	Sanitary	MH36-2-174	MH36-2-203	1/7/2019	Clay or VCP	8	55.5	5548	1300	5.0		\$ -	64	\$ 5,120.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 5,314.16	Line	Broken (5)
57004	5-10	Combined	MH26-3-014	MH26-3-015	10/30/2018	Clay or VCP	12	128.3	5341	0000	5.0		\$ -		\$ -	4	\$ 3,600.00	1	\$ 10,000.00		\$ -		\$ -		\$ -		\$ -	4.5	\$ 15,077.43	Point Repair & Spot Line	Large Offset Joint @ 28' US, Hole (2)
55697	5-10	Combined	MH31-3-106	MH31-3-104	3/8/2019	Reinforced Concrete	12	104.7	4111	2100	4.9	5	\$ 800.00		\$ -		\$ -</														

CITY OF BIRMINGHAM SANITARY/COMBINED SYSTEM  
0-20 YEAR CIP EXAMPLE  
RECOMMENDED STRUCTURAL REPAIRS

10-20 YEAR CIP

Asset ID	0-5 Year or 5-20 Year CIP	System	Up Manhole ID	Down Manhole ID	Inspection Date	Pipe Material	Dia. (in)	Total Length (ft)	Structural Quick Rating	O&M Quick Rating	BRE	Open Cut (LF)	Open Cut(\$)	Line Pipe (LF)	Line Pipe(\$)	Spot Liner (LF)	Spot Liner(\$)	Point Repair (Ea)	Point Repair(\$)	Pres. Test (Ea)	Pres. Test(\$)	Cement Seal Joints (Ea)	Cement Seal Joints(\$)	Chem. Seal Joints (Ea)	Chem. Joints(\$)	Clean/Cut & Seal Lateral (Ea)	Clean & Seal Lateral(\$)	Clean, Pre/Post CCTV (\$/LF)	Estimated Repair Cost	Repair Type	Severe Repair Problem(s) Observed:
56871	10-20	Sanitary	MH26-4-082	MH26-4-081	8/7/2019	Clay or VCP	8	377.2	5441	332W	22.3		\$ -		\$ -	6	\$ 4,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 6,420.34	Spot Line	Broken @ 54', Surface Missing @ 67, 83, & 227' DS
56886	10-20	Sanitary	MH26-4-069	MH26-4-070	8/26/2019	Clay or VCP	8	368.0	5342	4117	19.3		\$ -		\$ -	6	\$ 4,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 6,387.99	Spot Line	Broken @ 7.8' US, Surface Wall Missing 31-34' US
55199	10-20	Combined	IR25-3-001	MH25-3-100	10/16/2018	Clay or VCP	18	184.8	513B	2G1C	16.5		\$ -		\$ -	2	\$ 2,400.00		\$ -								\$ -	5.5	\$ 4,316.13	Spot Line	Hinge Fract @ 109'
58167	10-20	Sanitary	MH36-1-008A	MH36-1-005A	4/25/2019	Clay or VCP	12	276.8	5233	0000	14.2		\$ -		\$ -	4	\$ 3,600.00		\$ -								\$ -	4.5	\$ 5,745.66	Spot Line	Broken @ 18 & 101' DS
57285	10-20	Combined	MH35-2-013	MH35-2-020	9/24/2018	Clay or VCP	24	435.2	563Z	342D	9.7	30	\$ 13,200.00		\$ -		\$ -		\$ -								\$ -	6.5	\$ 16,028.82	Open Cut	Hinge Fract (30')
59166	10-20	Combined	MH25-4-008A	MH25-4-008	9/5/2019	Clay or VCP	18	86.6	5300	2A00	9.5		\$ -		\$ -	10	\$ 12,000.00		\$ -								\$ -	5.5	\$ 13,376.11	Spot Line	Hinge Fract (10')
58425	10-20	Combined	MH36-4-003A	MH36-4-003	3/18/2019	Reinforced Concrete	30	15.3	3300	4100	9.4		\$ -		\$ -		\$ -		\$ -					1	\$ 1,300.00		\$ -	7	\$ 1,407.34	Seal Joint	
57329	10-20	Combined	MH35-4-084	MH35-4-083	10/9/2018	Clay or VCP	10	362.4	512E	312B	9.1		\$ -		\$ -	4	\$ 3,200.00		\$ -								\$ -	4	\$ 5,549.50	Spot Line	Hole @ 338'
55978	10-20	Combined	MH25-1-061	MH25-1-065	7/2/2019	Clay or VCP	12	259.8	5148	3122	8.9		\$ -		\$ -		\$ -		\$ -						1	\$ 850.00	4.5	\$ 2,019.14	Seal Lateral	Hole @ 12.9' DS (tap)	
55484	10-20	Combined	MH31-2-021	MH31-2-020	6/26/2019	Clay or VCP	18	283.8	5C3L	2G1C	8.9		\$ -		\$ -	4	\$ 4,800.00		\$ -								\$ -	5.5	\$ 7,261.16	Spot Line	Fract Hinge/Broken @ 279'
57809	10-20	Sanitary	MH36-2-090	MH36-2-094	2/6/2019	Clay or VCP	18	315.1	5139	2600	8.8	5	\$ 1,050.00		\$ -		\$ -		\$ -								\$ -	5.5	\$ 2,783.13	Open Cut	Hinge Fract @ 175.4' (6.2')
57259	10-20	Combined	MH35-2-066	MH35-2-060	9/12/2018	Clay or VCP	18	155.2	5A3C	4139	8.5		\$ -	155	\$ 21,700.00		\$ -		\$ -								\$ -	5.5	\$ 22,553.80	Line Pipe	Hinge fract @ 0' (50')
56960	10-20	Combined	MH26-2-030	MH26-2-031	8/7/2018	Clay or VCP	18	300.9	573B	2B00	8.5		\$ -	300	\$ 42,000.00		\$ -		\$ -								\$ -	5.5	\$ 43,654.98	Line Pipe	Hinge fract @ 238' & 267'
56862	10-20	Sanitary	MH26-1-016	MH26-1-018	8/29/2018	Clay or VCP	10	418.9	5137	312A	8.4		\$ -		\$ -		\$ -	1	\$ 9,000.00								\$ -	4	\$ 10,675.63	Point Repair	Broken @ 138.4' (tap)
57192	10-20	Combined	MH35-3-052	MH35-3-051	10/2/2018	Clay or VCP	15	194.2	582F	4231	8.3		\$ -		\$ -		\$ -		\$ -	2	\$ 90.00			2	\$ 1,600.00		\$ -	5	\$ 2,660.79	Seal Joints	
57060	10-20	Sanitary	MH26-4-014	MH26-4-016	9/4/2018	Clay or VCP	15	335.8	5D4A	332W	8.3		\$ -	335	\$ 43,550.00		\$ -		\$ -								\$ -	5	\$ 45,229.10	Line Pipe	Hinge crack @ 211.3 (120')
56614	10-20	Combined	MH36-4-008	IR36-4-002	2/27/2019	Clay or VCP	12	89.4	532B	0000	7.8	18	\$ 2,880.00		\$ -		\$ -		\$ -								\$ -	4.5	\$ 3,282.25	Open Cut	Hinge Fract @ 3' (17.4')
57460	10-20	Combined	MH35-4-035	MH35-4-034	11/29/2018	Clay or VCP	12	199.5	5F31	4137	7.7		\$ -		\$ -		\$ -		\$ -						1	\$ 850.00	4.5	\$ 1,747.75	Seal Lateral	Hole @ 51.6' DS (tap)	
55837	10-20	Combined	MH25-2-052	MH25-2-051	10/1/2018	Clay or VCP	12	141.0	5522	2D11	7.6	20	\$ 6,400.00		\$ -		\$ -		\$ -								\$ -	4.5	\$ 7,034.55	Open Cut	Hinge Fract (20')
56985	10-20	Combined	MH26-3-030	MH26-3-031	8/23/2018	Clay or VCP	21	332.2	5531	2111	7.6		\$ -	332	\$ 49,800.00		\$ -		\$ -								\$ -	6	\$ 51,793.03	Line Pipe	Hinge Crack @ 24.5' (14') & 133.8' (5')
55947	10-20	Combined	MH25-1-087	MH25-1-052	8/21/2019	Clay or VCP	12	90.4	5100	2211	7.6		\$ -		\$ -	2	\$ 1,800.00		\$ -								\$ -	4.5	\$ 3,106.82	Spot Line	Broken @ 84' DS
55593	10-20	Combined	MH31-4-025	MH31-4-023	6/11/2019	Reinforced Concrete	18	171.7	5A45	3226	7.6		\$ -	140	\$ 19,600.00		\$ -		\$ -								\$ -	5.5	\$ 20,544.35	Line	Fract Hinge/Deformed
56622	10-20	Combined	MH36-4-013	MH36-4-012	1/22/2019	Clay or VCP	10	24.8	5100	0000	7.5		\$ -		\$ -	2	\$ 1,600.00		\$ -								\$ -	4	\$ 2,599.23	Spot Line	Broken @ 20' DS
55315	10-20	Combined	MH30-4-096	MH36-3-016	7/23/2019	PVC Truss/Unknown	12	383.2	5C41	2A00	7.4		\$ -	383	\$ 45,960.00		\$ -		\$ -								\$ -	4.5	\$ 47,684.28	Line	
57166	10-20	Combined	MH35-1-096	MH35-1-095	11/20/2018	Clay or VCP	15	356.7	5C43	2A11	7.3	10	\$ 3,400.00		\$ -	2	\$ 2,000.00		\$ -								\$ -	5	\$ 8,083.31	Spot Line & Open Cut	Hinge Fract @ 2' & 15-23' DS
57330	10-20	Combined	MH35-4-085	MH35-4-084	10/9/2018	Clay or VCP	10	217.3	534B	352A	7.3		\$ -		\$ -	10	\$ 8,000.00		\$ -	1	\$ 40.00	1	\$ 80.00				\$ -	4	\$ 9,889.40	Spot Line, Seal Joint	Hinge Crack DS @ 33' (10')
55591	10-20	Combined	MH31-4-026	MH31-4-025	6/7/2019	Reinforced Concrete	18	100.9	5B4A	0000	7.1		\$ -	102	\$ 14,280.00		\$ -		\$ -								\$ -	5.5	\$ 14,835.10	Line	Deformed @ 48 & 67-102'
57752	10-20	Combined	MH36-2-004	MH36-2-005	12/28/2018	PVC Solid Wall/SDR 26	12	260.4	5141	0000	7.1		\$ -		\$ -	2	\$ 1,800.00		\$ -							\$ -	4.5	\$ 3,871.95	Spot Line	Hole @ 79' DS	
56578	10-20	Sanitary	MH36-1-078	MH36-1-080	2/20/2019	Clay or VCP	8	263.9	4231	4131	7.1		\$ -		\$ -		\$ -		\$ -			7	\$ 525.00	1	\$ 500.00		\$ -	3.5	\$ 1,948.61	Seal Joints	
55656	10-20	Combined	MH31-3-133	MH31-3-134	4/27/2019	Clay or VCP	15	187.6	5C37	3327	7.0		\$ -	188	\$ 22,560.00		\$ -		\$ -								\$ -	5	\$ 26,198.12	Line	Long Hinge Fracture 4 @ (58'-162'), (11'-26')
55020	10-20	Combined	MH30-3-070	MH30-3-066	9/9/2019	Clay or VCP	18	493.3	5R00	1300	7.0		\$ -	493	\$ 69,020.00		\$ -		\$ -							3	\$ 2,700.00	5	\$ 71,733.00	Line	Hinge Fract (cont. in pipe)
56407	10-20	Combined	MH36-3-042	MH36-3-043	3/19/2019	Clay or VCP	21	409.9	5D3B	4132	6.9		\$ -		\$ -	20	\$ 26,000.00		\$ -								\$ -	6	\$ 29,359.47	Spot Line	Hinge Fract (22.1' DS; Hinge Crack (123.8' DS;
55340	10-20	Combined	MH30-4-070	MH30-4-040	7/12/2019	Reinforced Concrete	15	435.1	5B34	322A	6.9		\$ -	435	\$ 56,550.00		\$ -		\$ -								\$ -	5	\$ 58,725.57	Line	Hinge Fract (100')
55920	10-20	Combined	MH25-1-057	MH25-1-058	7/3/2019	Clay or VCP	12	337.5	5D42	2H00	6.8		\$ -	337	\$ 40,440.00		\$ -		\$ -								\$ -	4.5	\$ 41,958.59	Line	
56157	10-20	Sanitary	MH25-4-150	MH25-4-147	9/26/2019	Clay or VCP	10	309.8	5A31	2100	6.8		\$ -	40	\$ 4,000.00		\$ -		\$ -								\$ -	4	\$ 5,239.07	Line	Hinge Fract (40')
55948	10-20	Combined	MH25-1-086	MH25-1-087	8/21/2019	Clay or VCP	10	191.7	5331	261C	6.7		\$ -		\$ -	6	\$ 4,800.00		\$ -								\$ -	4	\$ 6,466.71	Spot Line	Broken @ 2, 67, 71' US
55328	10-20	Combined	MH30-4-097	MH30-4-032	7/15/2019	Reinforced Concrete	15	438.0	593H	312A	6.6		\$ -	438	\$ 56,940.00		\$ -		\$ -								\$ -	5	\$ 59,129.94	Line	Hinge Fract (40')
55913	10-20	Combined	MH25-1-043	MH25-1-044	7/8/2019	Clay or VCP	21	246.9	5F31	2G14	6.5		\$ -	246	\$ 36,900.00		\$ -		\$ -								\$ -	6	\$ 38,381.43	Line	
57909	10-20	Combined	MH36-2-093	MH36-2-111	2/14/2019	Clay or VCP	24	258.5	5441	2200	6.4	22	\$ 6,160.00		\$ -		\$ -		\$ -								\$ -	6.5	\$ 7,840.15	Open Cut	Hinge Fract @232.3' (21')
55086	10-20	Combined	MH31-2-001	MH30-3-056	9/30/2019	Clay or VCP	10	12.8	5100	0000	6.4		\$ -		\$ -	2	\$ 1,600.00		\$ -								\$ -	4	\$ 2,551.35	Spot Line	Hinge Fract @ 7.9' US
55590	10-20	Combined	MH31-4-017	MH31-4-026	6/7/2019	Reinforced Concrete	12	349.8	5C3C	2115	6.4		\$ -		\$ -	4	\$ 3,600.00		\$ -								\$ -	4.5	\$ 6,074.11	Spot Line	Broken @ 101-102' DS
56579	10-20	Sanitary	MH36-1-080	MH36-1-166A	2/20/2019	Clay or VCP	8	299.8	5342	322M	6.4	5	\$ 650.00		\$ -		\$ -		\$ -								\$ -	3.5	\$ 1,699.46	Open Cut	Hinge Fract @230.6' (4'), 263.6'
58642	10-20	Combined	MH25-3-134A	MH25-3-134	9/28/2018	Clay or VCP	12	83.5	5131	3122	6.3		\$ -		\$ -	10	\$ 9,000.00		\$ -								\$ -	4.5	\$ 10,275.96	Spot Line	Hinge Crack @ 39' (10')
56771	10-20	Sanitary	MH26-1-006	MH26-1-011	8/28/2018	Clay or VCP	8	441.0	5141	332B	6.3		\$ -		\$ -		\$ -		\$ -	7	\$ 266.00	7	\$ 525.00				\$ -	3.5	\$ 2,334.54	Seal Joints	
57462	10-20	Combined	MH35-4-041	MH35-4-040	11/29/2018	Clay or VCP	12	200.9	5D41	2100	6.3		\$ -	200	\$ 24,000.00		\$ -		\$ -								\$ -	4.5	\$ 24,903.89	Line	Hole @ 34.2' DS, Hinge Crack (cont. in pipe)
57981	10-20	Combined	MH25-3-074	MH25-3-186	1/9/2019	Clay or VCP	12	141.3	5243	0000	6.2		\$ -		\$ -	4	\$ 3,600.00		\$ -								\$ -	4.5	\$ 5,135.94	Spot Line	Broken @ 9.6, 48' DS
56555	10-20	Combined	MH36-1-187	MH36-1-186	12/10/2018	Reinforced Concrete	12																								

CITY OF BIRMINGHAM SANITARY/COMBINED SYSTEM  
0-20 YEAR CIP EXAMPLE  
RECOMMENDED STRUCTURAL REPAIRS

Asset ID	0-5 Year or 5-20 Year CIP	System	Up Manhole ID	Down Manhole ID	Inspection Date	Pipe Material	Dia. (in)	Total Length (ft)	Structural Quick Rating	O&M Quick Rating	BRE	Open Cut (LF)	Open Cut(\$)	Line Pipe (LF)	Line Pipe(\$)	Spot Liner (LF)	Spot Liner(\$)	Point Repair (Ea)	Point Repair(\$)	Pres. Test (Ea)	Pres. Test(\$)	Cement Seal Joints (Ea)	Cement Seal Joints(\$)	Chem. Seal Joints (Ea)	Chem. Joints(\$)	Clean/Cut & Seal Lateral (Ea)	Clean & Seal Lateral(\$)	Clean, Pre/Post CCTV (\$/LF)	Estimated Repair Cost	Repair Type	Severe Repair Problem(s) Observed:
S8316	10-20	Combined	MH35-4-049	MH35-4-050	12/7/2018	Clay or VCP	12	227.8	5F00	433C	4.9		\$ -		\$ -	2	\$ 1,800.00		\$ -		\$ -			\$ -		\$ -		4.5	\$ 3,725.09	Spot Line	Broken @ 32.3' DS
S8546	10-20	Combined	MH31-3-122	MH31-3-120	8/13/2018	Reinforced Concrete	12	224.0	513H	312H	4.7		\$ -	224	\$ 26,880.00		\$ -	1	\$ 10,000.00	7	\$ 297.50	7	\$ 630.00		\$ -		\$ -	4.5	\$ 38,815.57	Line Pipe	Hole @ 195'
S5926	10-20	Combined	MH25-1-017	MH25-1-018	8/8/2019	Clay or VCP	8	243.0	5121	4333	4.7		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		\$ -	3.5	\$ 3,150.64	Spot Line	Hole @ 142' US
S7474	10-20	Combined	MH35-4-051	MH35-4-050	12/7/2018	Clay or VCP	12	290.5	5A49	2119	4.6		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		1	\$ 850.00	4.5	\$ 2,157.34	Seal Lateral	Hole @ 79' DS (tap)	
S6689	10-20	Combined	MH36-4-104	MH36-4-103	3/13/2019	Reinforced Concrete	18	357.5	1100	412A	4.5		\$ -		\$ -		\$ -		6	\$ 750.00		1	\$ 900.00		\$ -	5.5	\$ 3,616.35	Seal Joints			
S6601	10-20	Combined	MH36-4-049	MH36-4-050	5/6/2019	Reinforced Concrete	10	378.2	523N	2F00	4.3		\$ -		\$ -	2	\$ 1,600.00		\$ -		\$ -		\$ -		1	\$ 850.00	4	\$ 4,862.96	Spot Line & Seal Lateral	Hole Visible @ 62 & 173' (tap) DS	
S5480	10-20	Combined	MH31-2-111	MH31-2-110	6/25/2019	Clay or VCP	12	239.1	5A41	2P1D	3.8		\$ -	239	\$ 28,680.00		\$ -		\$ -		\$ -		\$ -		\$ -		4.5	\$ 29,755.83			
S7335	10-20	Combined	MH35-4-012	MH35-4-013	12/7/2018	Clay or VCP	10	319.8	5G44	362A	3.7		\$ -	318	\$ 31,800.00		\$ -		\$ -		\$ -		\$ -		\$ -		4	\$ 33,079.13	Line	Broken @ 106' DS, Hole (channel), Hinge Fract (cont.)	
S6111	10-20	Combined	MH25-4-128	MH25-4-127	9/23/2019	Clay or VCP	8	288.3	5241	2A00	3.6		\$ -		\$ -	2	\$ 1,400.00		\$ -		\$ -		\$ -		\$ -		3.5	\$ 3,309.18	Spot Line	Hole @ 133' DS	
S7351	10-20	Combined	MH36-3-114	MH35-4-019	3/26/2019	Reinforced Concrete	12	108.6	5A22	342G	3.5		\$ -	109	\$ 13,080.00		\$ -		\$ -		\$ -		\$ -		\$ -		4.5	\$ 13,568.51	Line	Hinge Fract @53.5' (55.5')	
S6225	10-20	Combined	MH36-3-118	MH36-3-117	3/21/2019	Reinforced Concrete	12	321.0	0000	4239	2.8		\$ -		\$ -		\$ -		9	\$ 810.00		2	\$ 1,400.00		\$ -	4.5	\$ 3,654.31	Seal Joints			
S5521	10-20	Combined	MH31-2-040	MH31-2-039	6/21/2019	Reinforced Concrete	12	301.2	0000	5131	2.3		\$ -	301	\$ 36,120.00		\$ -		\$ -		\$ -		\$ -		1	\$ 850.00	4.5	\$ 38,325.50	Cut & Seal Lateral	Tap Intruding @ 270' DS	
S6609	10-20	Combined	MH36-4-045	MH-xx	1/17/2019	Clay or VCP	12	69.8	5A00	2700	<Null>		\$ -	68	\$ 8,160.00		\$ -		\$ -		\$ -		\$ -		\$ -		4.5	\$ 8,473.97	Line	Broken @ 11', Hole @ 27', Hinge Crack (cont.)	
S6606	10-20	Combined	MH36-4-052	MH36-4-051	4/26/2019	Clay or VCP	24	54.7	5A00	2100	<Null>		\$ -	55	\$ 9,350.00		\$ -		\$ -		\$ -		\$ -		\$ -		6.5	\$ 9,705.31	Line		
S6320	10-20	Combined	BH36-1-050	MH36-1-210	7/10/2019	Clay or VCP	8	242.0	5A42	4215	<Null>		\$ -	240	\$ 19,200.00		\$ -		\$ -		\$ -		\$ -		\$ -		3.5	\$ 20,046.97	Line	Hinge Fract (70')	
S5423	10-20	Combined	MH31-2-013	MH31-1-058	7/1/2019	Clay or VCP	10	349.6	5243	2F00	<Null>		\$ -		\$ -	4	\$ 3,200.00		\$ -		\$ -		\$ -		\$ -		4	\$ 5,498.50	Spot Line	Broken @ 21 & 236.7' DS	
S7431	10-20	Sanitary	MH35-4-080	MH35-4-121	10/11/2018	Clay or VCP	10	135.7	5141	2C00	<Null>		\$ -		\$ -		\$ -		1	\$ 40.00		1	\$ 80.00		\$ -		4	\$ 662.66	Seal Joint	Broken @ 17.5' (joint)	
S6302	10-20	Sanitary	MH-xx	MH36-1-204	7/8/2019	Clay or VCP	8	41.1	5432	2113	<Null>		\$ -	40	\$ 3,200.00		\$ -		\$ -		\$ -		\$ -		\$ -		3.5	\$ 3,343.97	Line	Hinge Fract (20')	

\* Total costs do not include allowances for contingencies and engineering costs.

TOTAL 5-10 YEAR CIP COST	\$ 1,500,000.00
TOTAL 0-20 YEAR CIP COST	\$ 5,500,000.00

**EXAMPLE PIPE CIP UNIT COSTS TABLE**

<b>Unit Cost Table</b>	<b>Pipe Dia</b>	<b>Unit Cost</b>	<b>Unit</b>
Light Clean, CCTV	8	3.5	\$/LF
Light Clean, CCTV	10	4.0	\$/LF
Light Clean, CCTV	12	4.5	\$/LF
Light Clean, CCTV	15	5.0	\$/LF
Light Clean, CCTV	18	5.5	\$/LF
Light Clean, CCTV	21	6.0	\$/LF
Light Clean, CCTV	24	6.5	\$/LF
Light Clean, CCTV	27	7.0	\$/LF
Light Clean, CCTV	30	7.0	\$/LF
Light Clean, CCTV	36	7.5	\$/LF
Light Clean, CCTV	48	8.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	8	8.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	10	9.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	12	10.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	15	12.0	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	18	13.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	21	15.0	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	24	16.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	27	18.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	30	18.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	36	22.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	48	28.5	\$/LF
Open Cut Replacement	8	280	\$/LF + X
Open Cut Replacement	10	300	\$/LF + X
Open Cut Replacement	12	320	\$/LF + X
Open Cut Replacement	15	340	\$/LF + X
Open Cut Replacement	18	360	\$/LF + X
Open Cut Replacement	21	400	\$/LF + X
Open Cut Replacement	24	440	\$/LF + X
Open Cut Replacement	27	460	\$/LF + X
Open Cut Replacement	30	480	\$/LF + X
Open Cut Replacement	36	540	\$/LF + X
Open Cut Replacement	48	450	\$/LF + X
Full CIPP Lining	8	80	\$/LF
Full CIPP Lining	10	100	\$/LF
Full CIPP Lining	12	120	\$/LF
Full CIPP Lining	15	130	\$/LF
Full CIPP Lining	18	140	\$/LF
Full CIPP Lining	21	150	\$/LF
Full CIPP Lining	24	170	\$/LF
Full CIPP Lining	27	200	\$/LF
Full CIPP Lining	30	250	\$/LF
Full CIPP Lining	36	350	\$/LF
Full CIPP Lining	48	500	\$/LF



**EXAMPLE PIPE CIP UNIT COSTS TABLE**

Unit Cost Table	Pipe Dia	Unit Cost	Unit
Spot Liner	8	700	\$/LF + \$900
Spot Liner	10	800	\$/LF + \$900
Spot Liner	12	900	\$/LF + \$900
Spot Liner	15	1,000	\$/LF + \$900
Spot Liner	18	1,200	\$/LF + \$900
Spot Liner	21	1,500	\$/LF + \$900
Spot Liner	24	1,750	\$/LF + \$900
Spot Liner	27	2,000	\$/LF + \$900
Spot Liner	30	2,000	\$/LF + \$900
Spot Liner	36	2,250	\$/LF + \$900
Spot Liner	48	3,000	\$/LF + \$900
Point Repair	8	8,000.00	Ea
Point Repair	10	9,000.00	Ea
Point Repair	12	10,000.00	Ea
Point Repair	15	12,000.00	Ea
Point Repair	18	16,000.00	Ea
Point Repair	21	19,000.00	Ea
Point Repair	24	21,000.00	Ea
Point Repair	27	25,000.00	Ea
Point Repair	30	26,000.00	Ea
Point Repair	36	28,000.00	Ea
Point Repair	48	30,000.00	Ea
Pressure Test Joint	8	38	Ea
Pressure Test Joint	10	40	Ea
Pressure Test Joint	12	42.5	Ea
Pressure Test Joint	15	45	Ea
Pressure Test Joint	18	47.5	Ea
Pressure Test Joint	21	50	Ea
Pressure Test Joint	24	52.5	Ea
Pressure Test Joint	27	55.0	Ea
Pressure Test Joint	30	55.0	Ea
Pressure Test Joint	36	60	Ea
Pressure Test Joint	48	70	Ea
Cementitious Grout Joint	8	75	Ea
Cementitious Grout Joint	10	80	Ea
Cementitious Grout Joint	12	90	Ea
Cementitious Grout Joint	15	100	Ea
Cementitious Grout Joint	18	125	Ea
Cementitious Grout Joint	21	150	Ea
Cementitious Grout Joint	24	200	Ea
Cementitious Grout Joint	27	250	Ea
Cementitious Grout Joint	30	250	Ea
Cementitious Grout Joint	36	300	Ea
Cementitious Grout Joint	48	500	Ea

**EXAMPLE PIPE CIP UNIT COSTS TABLE**

Unit Cost Table	Pipe Dia	Unit Cost	Unit
Chemical Grout (Runner/Gusher)	8	500	Ea
Chemical Grout (Runner/Gusher)	10	600	Ea
Chemical Grout (Runner/Gusher)	12	700	Ea
Chemical Grout (Runner/Gusher)	15	800	Ea
Chemical Grout (Runner/Gusher)	18	900	Ea
Chemical Grout (Runner/Gusher)	21	1,000	Ea
Chemical Grout (Runner/Gusher)	24	1,200	Ea
Chemical Grout (Runner/Gusher)	27	1,300	Ea
Chemical Grout (Runner/Gusher)	30	1,300	Ea
Chemical Grout (Runner/Gusher)	36	1,500	Ea
Chemical Grout (Runner/Gusher)	48	2,000	Ea
Clean and Seal Lateral	8	850	Ea
Clean and Seal Lateral	10	850	Ea
Clean and Seal Lateral	12	850	Ea
Clean and Seal Lateral	15	900	Ea
Clean and Seal Lateral	18	950	Ea
Clean and Seal Lateral	21	1,500	Ea
Clean and Seal Lateral	24	2,500	Ea
Clean and Seal Lateral	27	2,750	Ea
Clean and Seal Lateral	30	2,750	Ea
Clean and Seal Lateral	36	3,000	Ea
Clean and Seal Lateral	48	3,500	Ea
Root Control (Temp 1-3 years)	8	1.6	\$/LF
Root Control (Temp 1-3 years)	10	1.8	\$/LF
Root Control (Temp 1-3 years)	12	2	\$/LF
Root Control (Temp 1-3 years)	15	2.5	\$/LF
Root Control (Temp 1-3 years)	18	3	\$/LF
Root Control (Temp 1-3 years)	21	3.5	\$/LF
Root Control (Temp 1-3 years)	24	4	\$/LF
Root Control (Temp 1-3 years)	27	5	\$/LF
Root Control (Temp 1-3 years)	30	5	\$/LF
Root Control (Temp 1-3 years)	36	6	\$/LF
Root Control (Temp 1-3 years)	48	8	\$/LF

City of Birmingham  
SAW Grant  
Asset Management Plan  
Combined/Sanitary Sewer

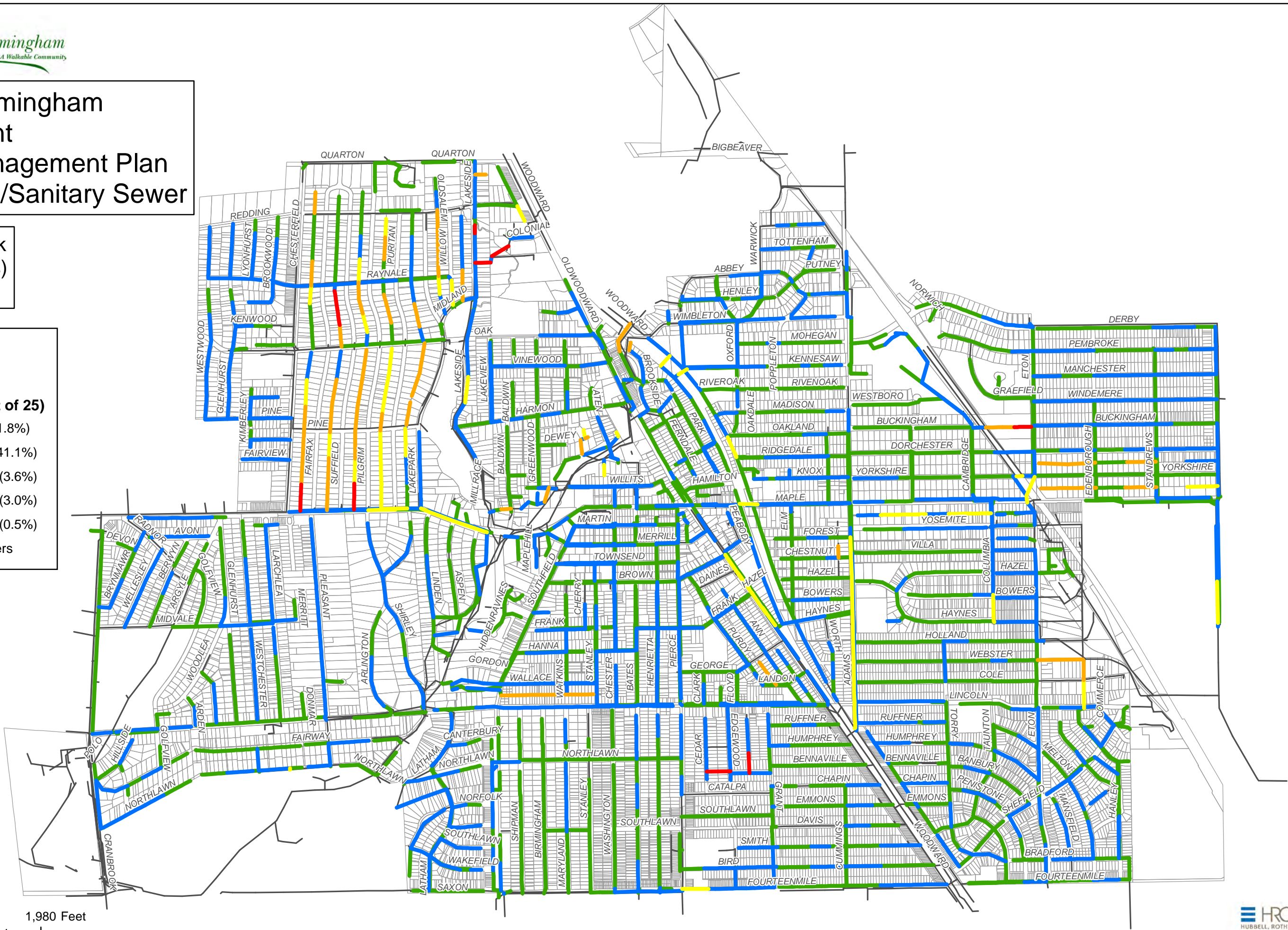
Business Risk  
(BRE Results)  
Iteration 2.4

**Legend**

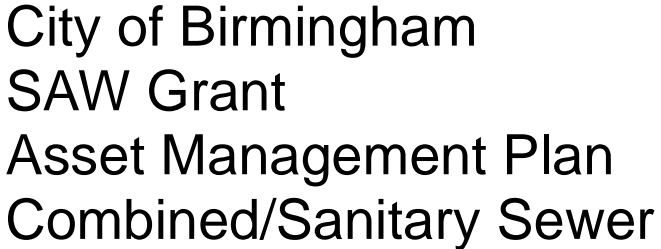
**Sewer Mains**

**BRE Score (out of 25)**

- 1.0 - 5.0 (51.8%)
- 5.1 - 10.0 (41.1%)
- 10.1 - 15.0 (3.6%)
- 15.1 - 20.0 (3.0%)
- 20.1 - 25.0 (0.5%)
- Other Sewers





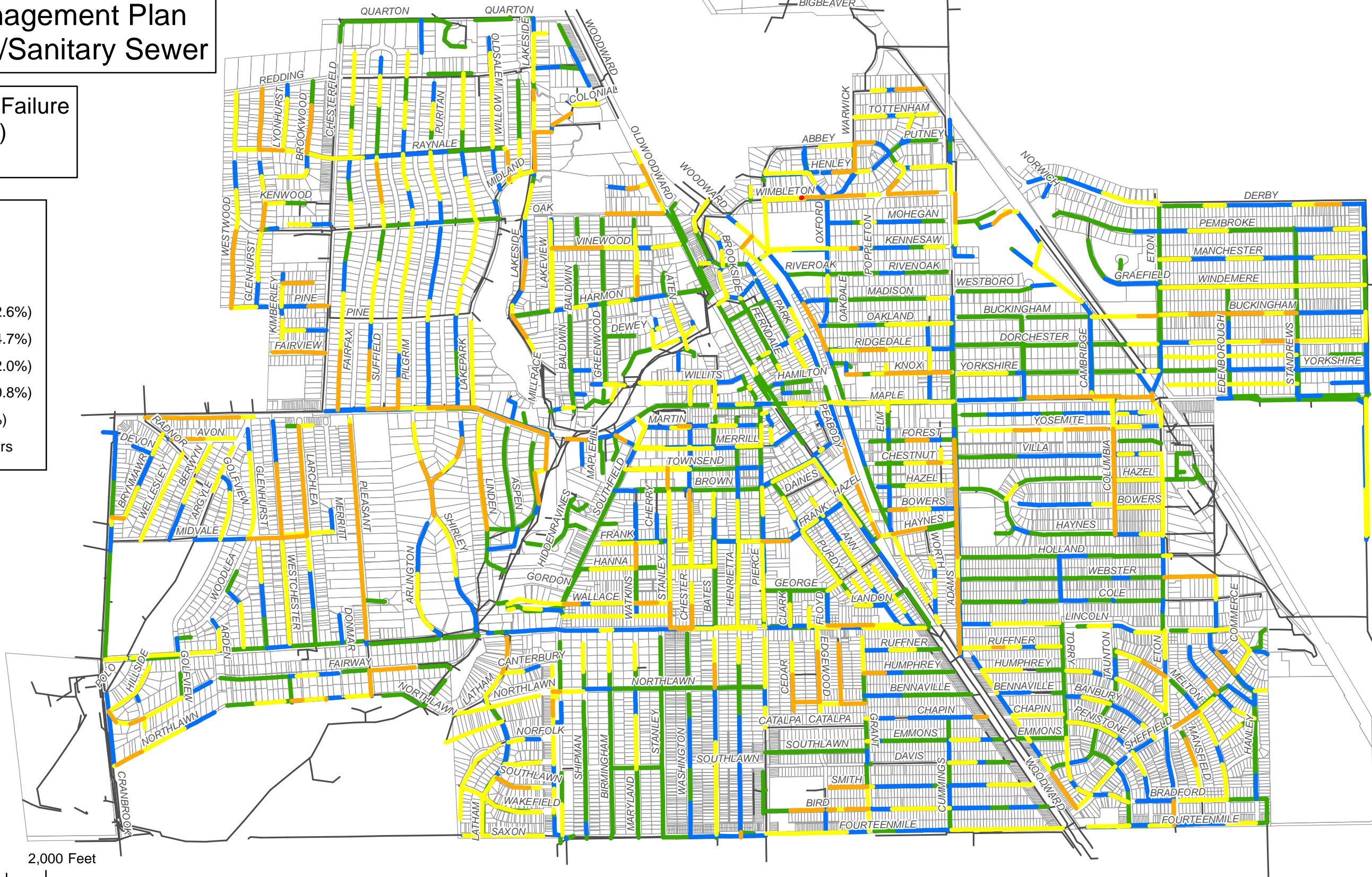


## Probability of Failure (POF Results) Iteration 2.4

## Sewer Mains

### POF (out of 5)

- 1.0 - 1.9 (32.6%)  
2.0 - 2.9 (24.7%)  
3.0 - 3.9 (32.0%)  
4.0 - 4.9 (10.8%)  
5.0 (0.002%)  
Other Sewers

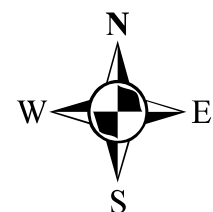




# Birmingham Sewer System Root Treatment Schedule

## Sewer System Root Treatment Year

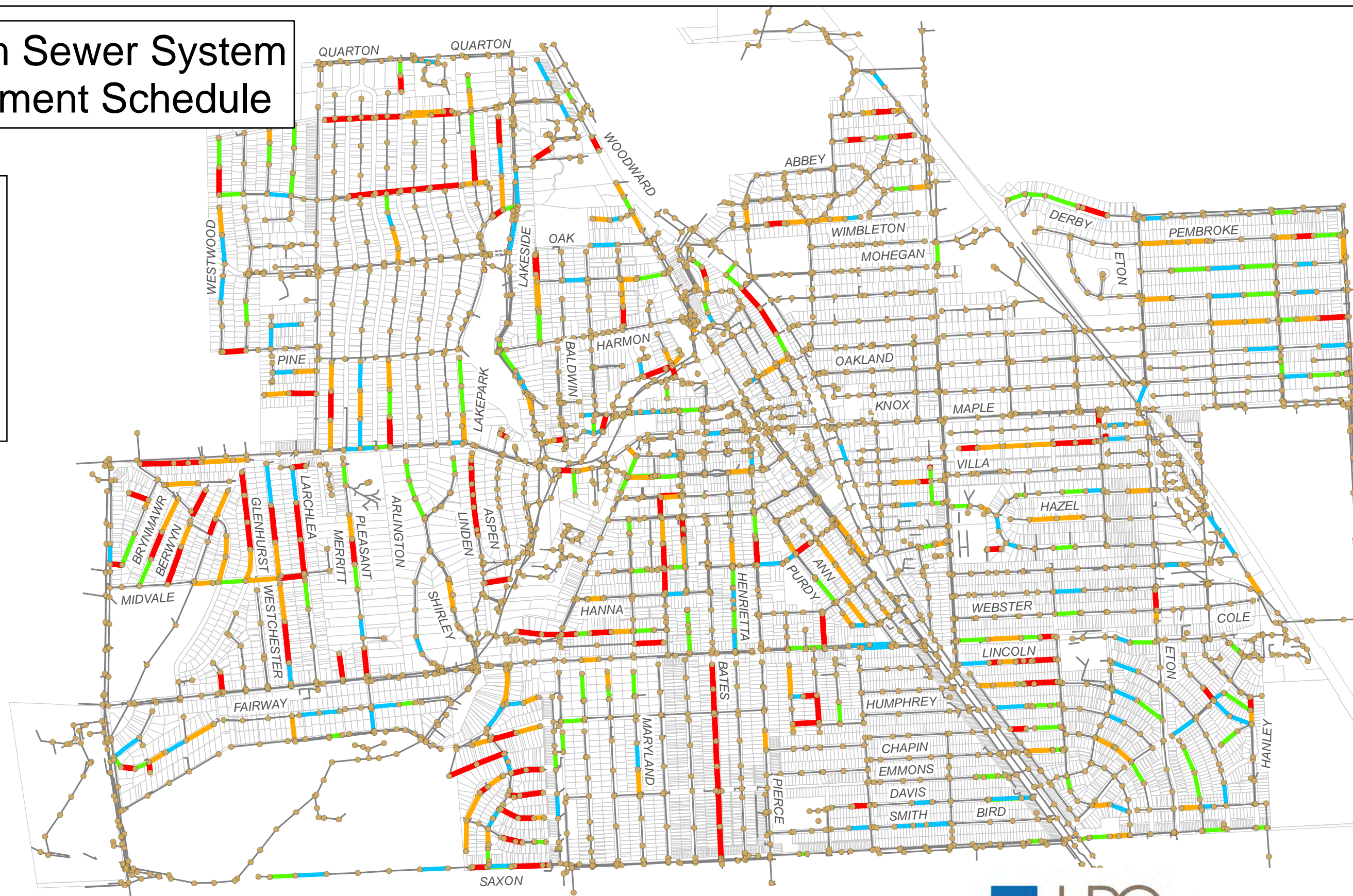
- Year 1
- Year 2
- Year 3
- Year 4
- Manhole
- Sewer Main



0 1,900 3,800 Feet

Based on frequency and severity of root intrusions

**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915



# Memorandum

To: City of Birmingham

From: Hubbell, Roth, & Clark

Date: March 31, 2022

Subject: Project Summary for City of Birmingham Water Distribution System Work Plan  
Oakland County Local Government Critical Infrastructure Grant

HRC Job No. 20220030

The following is a summary of the proposed City of Birmingham Water Distribution System Planning. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

## Statement of Need:

This project will include watermain size inventory update and creation of a replacement master plan. Current data shows there are 5 miles of 4-inch watermain and 33 miles of 6-inch watermain in the city, as shown in the attachments. Currently water mains are replaced on a need-by-need basis, approximately 1-mile every year, as other infrastructure projects are completed. The average year these 4-inch and 6-inch watermain were installed was 1927 and they are approaching their end of useful life of 100-years old.

By creating a watermain master plan, the city will be able to strategically plan and budget for replacement of 4-inch and 6-inch water mains, renew **the water system's** useful life, decrease potential of watermain breaks, and address pressure issues that result from higher demands on the system and undersized water mains. The projects outlined herein can be scheduled and coordinated with other infrastructure projects, including lead service line replacements. The proposed scope of work is as follows:

- A. Development of an updated Water Asset Management Plan (WAMP).
- B. Integrate AMP with Cartegraph, a computerized maintenance management software (CMMS).
- C. Water system model update and aging analysis
- D. Analyze budget impacts for this program for various periods of completion and their resulting effect of the water rates and/or bond sales.
- E. Creation of a city master plan to replace the 4-inch and 6-inch water mains.
- F. Development of a routine maintenance/ flushing program.

## Desired Outcomes:

The proposed project addresses the following Oakland County Local Government Critical Infrastructure Planning Grant Program priorities:

### 1) Protect Public Health.

Distribution systems can experience a decrease in pressure for various reasons including water main breaks. Loss of pressure in a drinking water distribution system may cause movement of water from outside the pipe to the inside through cracks, breaks, or joints in the distribution system which can cause contamination and health concerns.

**Delhi Township**  
2101 Aurelius Rd.  
Suite 2A  
Holt, MI 48842  
517-694-7760

**Detroit**  
535 Griswold St.  
Buhl Building, Ste 1650  
Detroit, MI 48226  
313-965-3330

**Grand Rapids**  
81925 Breton Road SE  
Suite 100  
Grand Rapids, MI 49506  
616-454-4286

**Howell**  
105 W. Grand River  
Howell, MI 48843  
517-552-9199

**Jackson**  
401 S. Mechanic St.  
Suite B  
Jackson, MI 49201  
517-292-1295

**Kalamazoo**  
834 King Highway  
Suite 107  
Kalamazoo, MI 49001  
269-665-2005

**Lansing**  
215 S. Washington SQ  
Suite D  
Lansing, MI 48933  
517-292-1488

Areas in the city with undersize watermain experience frequent breaks. Addressing these undersized watermain will help prevent these water main breaks and the risk of losing pressure in the system, protecting the public health. In addition, a maintenance flushing program will scour the water pipe's inner walls and helps to remove build-up of naturally occurring debris and sediment, also protecting the health of the public.

2) Preserve Natural Resources and a Healthy Environment.

Safe drinking water is of the utmost importance to the city and essential to the quality of life of its customers. Developing a systematic approach to remove undersized watermain from the distribution system and developing a maintenance flushing program are both paramount to the health and safety of water customers. Due to the high percentage of these undersized mains, they are more prone to leaking and breaking which can also affect the natural resources of the environment. In addition, coordinating the replacement of these undersize watermain with other infrastructure projects in the city will help mitigate the impact of construction disturbances for the community and on the environment.

3) Maintain Reliable, High-Quality Service.

Completing and maintaining a watermain replacement master plan provides a platform to deliver information to customers and supports long-term fiscal sustainability by providing reliable data to make calculated decisions for removal of undersized watermain and comply with City standards for a minimum watermain size diameter of 8-inch. In addition, it is important to ensure the water distribution system is sized properly with increasing population and higher water demands to maintain high-quality service. Updating both the WAMP and model, as well as analyzing the age of the system, are important factors in ensuring that the system remains operating at optimal reliability.

4) Assure Value for Investment.

Updating the asset inventory and creating a master plan is critical to the successful management of the **city's** water distribution system. Successfully managing includes coordinating replacement efforts across different infrastructure projects and knowing the number and location of undersized watermain in the system to ensure optimal decisions that build greater value for investments. **In order to maximize the dollar value of the city's infrastructure budget, a** master plan focusing on watermain replacement would support cost-effective trenchless technologies, minimizing the costs of restoration and excavation that would result from emergency repairs. In addition, developing a funding/rate analysis for future projects and integrating the WAMP with a maintenance software such as Cartegraph will ensure investment efforts in asset management is optimized.

Planning for future spending on infrastructure repair, maintenance, and improvements allows the city to make better decisions when setting rates and establishing future budgets. Understanding the potential of future costs allow the city, elected officials, and citizens to make informed decisions about potential future funding opportunities for these efforts.

5) Contribute to Economic Prosperity.

Creation of an undersized watermain replacement master plan supports data transparency and encourages investment into the community while enhancing property values and economic prosperity. With a master plan in place to replace aging infrastructure and maintain a routine flushing program in coordination with hydrant testing, the city will be able to budget for these maintenance activities and improvement programs over time and reduce the number of deficiencies in the system; therefore, allowing for better management overall and minimized rate increases for the community.

Managing and maintaining our infrastructure systems effectively are crucial for the economic prosperity of the city. The City of Birmingham is seen as a desirable place to live and work, and part of that perception is due to the high level of service that the city can provide. The planning efforts that this grant will enable will help the city achieve their goals for maintaining a high level of water service.

Critical Infrastructure Planning Grant Priorities:

**The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities:**



- 1) Serious risk to public health— The project has a substantial impact on public health as described in the previous section.
- 2) Meeting Customer expectations for Reliable, High-Quality Service – Water system customers expect clean drinking water with adequate pressure and minimum break disturbances. The development of these water distribution system work plans will lead directly to maintaining a reliable system for customers and the city.

#### Methods, Strategies, & Project Estimate:

The proposed scope of work of the sewer planning efforts are as follows:

- ≡ The city and their contracted consulting engineers will perform the professional services work associated with this project including utilizing GIS and historic plans to verify the undersized watermain locations and create a city master plan to replace the 4-inch and 6-inch water mains over a number of years. Attached is a map and list of these 4-inch and 6-inch watermains. An initial program may include approximately 10 miles of water main replacement with an estimated project cost of \$14-18 million.
- ≡ A funding analysis would be performed to review the budget impacts for this program by evaluating various periods of completion, scheduling, and coordination efforts with other infrastructure projects to determine the resulting impact on the water rates and/or bond sales.
- ≡ The city's consulting engineer currently has a water model of their system that is used for modeling pressures, fire flows, and reliability of the system. As part of this project, the water model will be updated to include updated information and location of assets in order to maintain accuracy of the modeling results.
- ≡ Once the WAMP has been updated as part of this project, the AMP will be integrated with Cartegraph, a software that was initiated during the SAW Grant Period.
- ≡ Using condition data and previous studies, a routine maintenance and flushing program will be developed as part of this project.

#### Budget:

TASK	DESCRIPTION	ESTIMATED HOURS	ESTIMATED COST
A	Further Develop Water Distribution System Asset Management Plan	50	\$ 6,000
B	Integrate AMP with CMSS Software (Cartegraph)	100	\$ 12,000
C	Water System Model Update & Water Aging Analysis	100	\$ 12,000
D	Funding/Rate Analysis for Future Maintenance & Improvements	75	\$ 9,000
E	<b>Develop WM Replacement Program (4" &amp; 6" mains) Work Plan</b>	200	\$ 24,000
F	Develop Maintenance/Flushing Program	100	\$ 12,000
	<b>TOTAL GRANT REQUEST (includes 50% City Match)</b>	<b>625</b>	<b>\$ 75,000</b>

#### Schedule:

All proposed work shall be completed on or before September 2023 with preliminary planning starting within the next few months.

#### Contacts:

City of Birmingham

James Surhigh, P.E. (Consulting City Engineer)

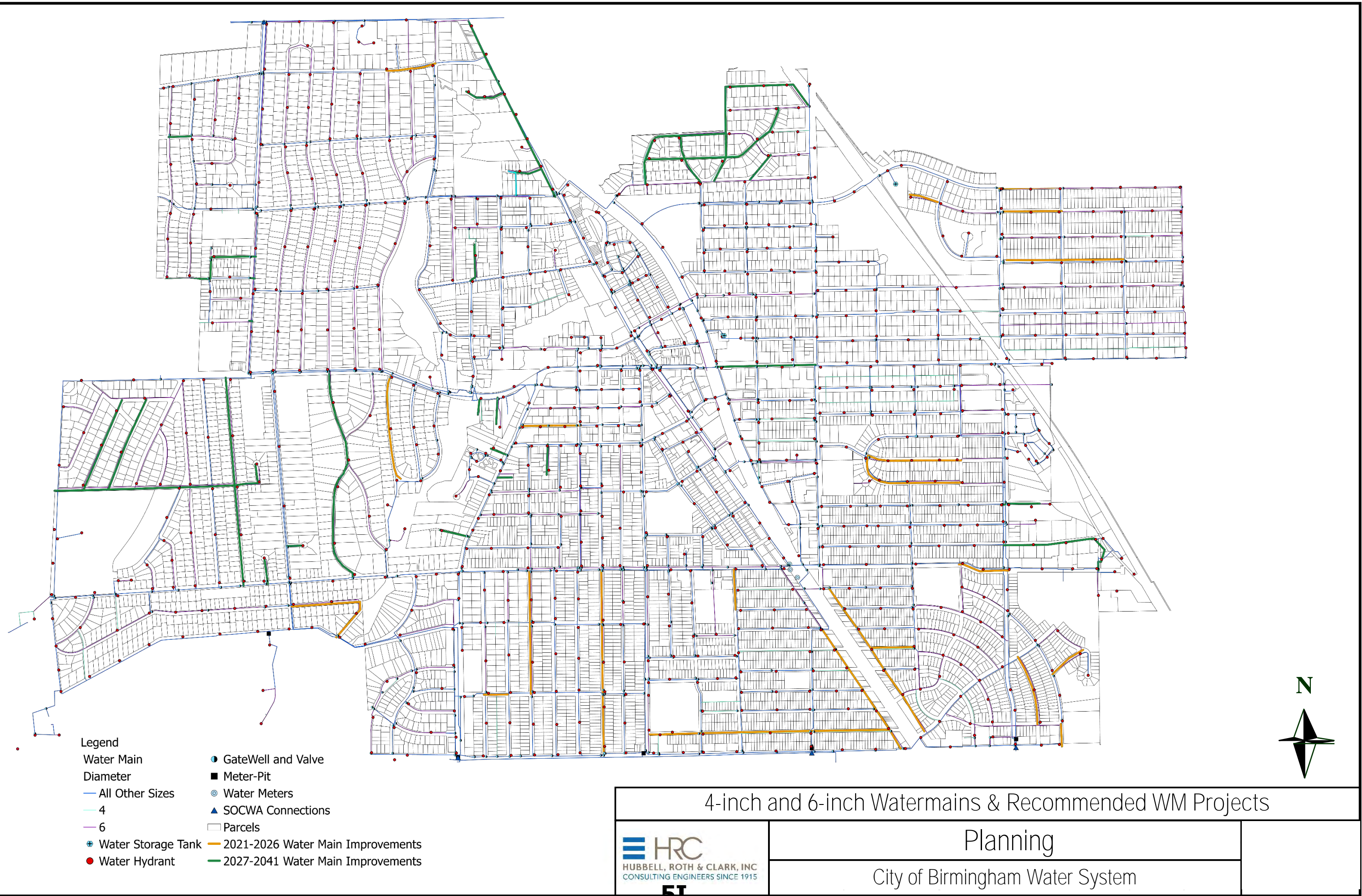
[cityengineer@bhamgov.org](mailto:cityengineer@bhamgov.org)

Hubbell, Roth & Clark, Inc.

Maria Corona (Graduate II Engineer)

[mcorona@hrcengr.com](mailto:mcorona@hrcengr.com)





- Legend
- Water Main Diameter
- All Other Sizes
  - 4
  - 6
- Water Storage Tank
- Water Hydrant
- GateWell and Valve
- Meter-Pit
- Water Meters
- SOCWA Connections
- Parcels
- 2021-2026 Water Main Improvements
- 2027-2041 Water Main Improvements

4-inch and 6-inch Watermains & Recommended WM Projects

Planning

City of Birmingham Water System



City of Birmingham  
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
79	P-32	4	Unknown	1926	508.03
112	P-49	4	Unknown	1926	361.66
141	P-69	4	Cast Iron	1921	624.4
199	P-90	4	Cast Iron	1921	1,097.84
202	P-93	4	Cast Iron	1921	538.54
312	P-156	4	Cast Iron	1920	219.79
313	P-157	4	Cast Iron	1920	891.57
314	P-158	4	Cast Iron	1920	642.53
316	P-159	4	Cast Iron	1920	750.96
317	P-160	4	Cast Iron	1920	677.34
318	P-161	4	Cast Iron	1920	645.86
319	P-162	4	Cast Iron	1920	549.27
415	P-216	4	Unknown	1920	483.18
418	P-218	4	Unknown	1920	266.25
420	P-219	4	Cast Iron	1924	1,777.15
422	P-220	4	Cast Iron	1924	863.18
551	P-296	4	Unknown	1926	1,015.84
562	P-303	4	Cast Iron	1931	565.61
563	P-304	4	Cast Iron	1928	565.43
564	P-305	4	Unknown	1926	561.97
717	P-391	4	Cast Iron	1926	317.49
718	P-392	4	Cast Iron	1917	870.43
833	P-464	4	Cast Iron	1923	449.2
835	P-465	4	Cast Iron	1923	330.01
838	P-468	4	Cast Iron	1923	500.72
1152	P-656	4	Cast iron	1925	227.22
1153	P-657	4	Cast Iron	1925	836.97
1155	P-659	4	Cast Iron	1925	832.06
1330	P-772	4	Unknown	1925	351.15
1332	P-773	4	Unknown	1925	701.09
1336	P-775	4	Unknown	1925	338.11
1337	P-776	4	Unknown	1925	375.67
1341	P-779	4	Unknown	1925	556.28
1342	P-780	4	Unknown	1925	586.53
1344	P-781	4	Unknown	1925	345.12
1346	P-782	4	Unknown	1925	317.94
1358	P-789	4	Unknown	1925	512.04
1360	P-790	4	Unknown	1925	237.71
1361	P-791	4	Unknown	1925	358.38
1366	P-795	4	Unknown	1925	457.67
1419	P-825	4	Cast Iron	1924	547.02
1459	P-854	4	Ductile Iron	1993	244.39
1959	P-1111	4	Cast iron	1946	138.65
2034	P-1127	4	Cast iron	1965	214.22
2071	P-1137	4	Cast iron	1928	286.78

City of Birmingham  
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
2140	P-302(1)	4	Cast Iron	1931	113.25
2141	P-302(2)	4	Cast Iron	1931	604.67
2142	P-1157	4	Cast iron	1931	252.33
2506	P-540(1)	4	Cast Iron	1916	807.05
2507	P-540(2)	4	Cast Iron	1916	696.39
34	P-31-04-5	6	Cast Iron	1926	307.17
36	P-31-04-6	6	Cast Iron	1926	332.29
38	P-7	6	Cast Iron	1926	346.78
40	P-8	6	Cast Iron	1926	256.7
42	P-9	6	Cast Iron	1926	495.03
48	P-31-04-12	6	Cast Iron	1926	1,009.68
50	P-31-04-13	6	Cast Iron	1926	312.85
55	P-31-04-16	6	Cast Iron	1926	838.26
56	P-31-04-17	6	Cast Iron	1926	560.26
65	P-31-04-22	6	Cast Iron	1926	132.78
74	P-28	6	Cast Iron	1926	701.19
78	P-31	6	Cast Iron	1926	287.08
92	P-38	6	Cast iron	1924	306.84
104	P-44	6	Cast Iron	1926	297.43
106	P-45	6	Cast Iron	1926	337.92
107	P-46	6	Cast Iron	1926	568.83
109	P-47	6	Cast Iron	1926	399.57
111	P-48	6	Cast Iron	1926	308.82
113	P-50	6	Cast Iron	1926	508.96
114	P-51	6	Cast Iron	1926	528.27
115	P-52	6	Cast Iron	1926	1,341.06
122	P-56	6	Cast Iron	1926	695.43
123	P-57	6	Cast Iron	1926	789.66
125	P-58	6	Cast Iron	1926	368.4
126	P-59	6	Cast Iron	1926	343.34
127	P-60	6	Cast Iron	1926	789.31
129	P-61	6	Cast Iron	1921	337.99
131	P-62	6	Cast Iron	1921	369.22
133	P-63	6	Cast Iron	1921	323.93
135	P-64	6	Cast Iron	1921	351.53
137	P-65	6	Cast Iron	1921	480.84
138	P-66	6	Cast Iron	1921	577.52
139	P-67	6	Cast Iron	1926	197.25
188	P-83	6	Cast Iron	1921	335.02
190	P-84	6	Cast Iron	1921	342.05
192	P-85	6	Cast Iron	1921	349.07
194	P-86	6	Cast Iron	1921	339.11
196	P-87	6	Cast Iron	1921	342.05
197	P-88	6	Cast Iron	1921	309.76
293	P-144	6	Unknown	1924	1,288.76

City of Birmingham  
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
397	P-205	6	Unknown	1920	864.56
410	P-213	6	Cast Iron	1950	412.75
426	P-222	6	Cast Iron	1924	856.11
434	P-226	6	Cast Iron	1927	842.46
442	P-230	6	Cast Iron	1927	843.11
446	P-232	6	Cast Iron	1927	825.87
449	P-234	6	Cast Iron	1927	317.86
450	P-235	6	Cast Iron	1927	356.27
451	P-236	6	Cast Iron	1927	342.05
452	P-237	6	Cast Iron	1927	369.05
453	P-238	6	Cast Iron	1927	366.67
454	P-239	6	Cast Iron	1927	172.54
457	P-241	6	Cast Iron	1927	159.46
484	P-257	6	Cast Iron	1926	254.45
488	P-259	6	Cast Iron	1926	498.94
490	P-260	6	Cast Iron	1922	1,306.54
501	P-265	6	Unknown	1917	779.73
503	P-266	6	Unknown	1917	310.55
505	P-267	6	Unknown	1917	145.63
511	P-270	6	Unknown	1917	244.55
512	P-271	6	Unknown	1917	284.15
517	P-274	6	Cast Iron	1921	370.37
543	P-288	6	Cast Iron	1940	52.94
580	P-316	6	Unknown	1926	1,000.90
633	P-342	6	Cast Iron	1926	114.08
637	P-344	6	Cast Iron	1926	113.45
638	P-345	6	Cast iron	1926	387.34
659	P-356	6	Cast Iron	1923	380.58
661	P-357	6	Cast Iron	1923	293.42
663	P-358	6	Cast Iron	1923	323.52
665	P-359	6	Cast Iron	1923	253.34
667	P-360	6	Cast Iron	1923	452.36
669	P-361	6	Cast Iron	1923	170
671	P-363	6	Cast Iron	1923	120.1
672	P-364	6	Cast Iron	1923	65.61
673	P-365	6	Cast Iron	1923	61.42
674	P-366	6	Cast Iron	1923	65.44
676	P-367	6	Cast Iron	1917	760.32
678	P-368	6	Cast Iron	1917	970.4
691	P-376	6	Monocast Class 150	1928	760.17
693	P-377	6	Monocast Class 150	1928	613.24
694	P-378	6	Cast Iron	1917	873.93
696	P-379	6	Cast Iron	1917	756.7
701	P-382	6	Cast iron	1917	760.49
708	P-386	6	Ductile Iron	2004	976.9

City of Birmingham  
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
750	P-417	6	Monocast Class 150	1928	663.53
753	P-419	6	Monocast Class 150	1928	617.15
755	P-420	6	Monocast Class 150	1928	932.09
763	P-426	6	Monocast Class 150	1928	778.87
766	P-428	6	Cast Iron	1926	808.12
772	P-432	6	Cast Iron	1926	617.2
786	P-439	6	Unknown	1928	971.92
788	P-440	6	Unknown	1928	670.3
825	P-459	6	Cast Iron	1955	373.39
827	P-460	6	Cast Iron	1964	1,688.36
829	P-461	6	Cast Iron	1923	544.88
831	P-462	6	Cast Iron	1923	541.5
832	P-463	6	Cast Iron	1923	496.77
836	P-466	6	Cast Iron	1923	416.15
837	P-467	6	Cast Iron	1923	495.94
848	P-472	6	Unknown	1927	1,530.67
849	P-473	6	Unknown	1927	1,428.20
866	P-482	6	Unknown	1927	409.1
868	P-483	6	Unknown	1927	354.01
870	P-484	6	Unknown	1927	350.33
872	P-485	6	Unknown	1927	350.55
874	P-486	6	Unknown	1927	388.56
876	P-487	6	Unknown	1927	357.46
877	P-488	6	Unknown	1927	343.91
881	P-491	6	Unknown	1927	872.92
882	P-492	6	Unknown	1927	1,550.32
885	P-495	6	Unknown	1927	1,463.78
888	P-497	6	Cast Iron	1954	872.76
893	P-500	6	Unknown	1927	320.42
897	P-502	6	Unknown	1927	353.05
899	P-503	6	Unknown	1927	343.07
901	P-504	6	Unknown	1927	310.01
902	P-505	6	Unknown	1927	279.16
904	P-506	6	Unknown	1927	293.25
905	P-507	6	Unknown	1927	1,028.22
906	P-508	6	Unknown	1927	487.66
910	P-511	6	Cast Iron	1953	601.2
920	P-515	6	Cast Iron	1934	228.79
926	P-519	6	Cast Iron	1924	799.16
965	P-541	6	Cast iron	1929	1,124.97
968	P-544	6	Cast iron	1929	996.93
1037	P-581	6	Cast Iron	1925	749.19
1039	P-582	6	Cast Iron	1925	335.91
1040	P-583	6	Cast Iron	1925	681.15
1041	P-584	6	Cast Iron	1925	51.26

City of Birmingham  
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
1042	P-585	6	Cast Iron	1925	46.43
1044	P-586	6	Cast Iron	1925	256.58
1046	P-587	6	Cast Iron	1925	427.06
1047	P-588	6	Cast Iron	1925	704.27
1053	P-592	6	Cast Iron	1917	288.04
1065	P-600	6	Ductile Iron	1998	431.48
1072	P-605	6	Cast Iron	1950	260.28
1073	P-606	6	Cast Iron	1950	430.48
1074	P-607	6	Cast Iron	1950	524.73
1076	P-608	6	Cast Iron	1963	423.17
1080	P-611	6	Cast Iron	1917	713.55
1095	P-622	6	Cast Iron	1925	669.94
1096	P-623	6	Cast Iron	1925	1,069.60
1099	P-625	6	Cast Iron	1925	269.05
1112	P-632	6	Cast Iron	1948	580.52
1154	P-658	6	Ductile Iron	1991	324.92
1156	P-660	6	Unknown	1996	426.54
1162	P-665	6	Unknown	1925	760.96
1163	P-666	6	Unknown	1925	84.46
1207	P-694	6	Unknown	1915	248.15
1208	P-695	6	Unknown	1915	419.92
1225	P-708	6	Unknown	1917	228.05
1264	P-730	6	Cast Iron	1924	855.6
1265	P-731	6	Cast Iron	1924	936.04
1277	P-738	6	Cast Iron	1925	300.15
1278	P-739	6	Cast Iron	1925	537.08
1289	P-747	6	Cast Iron	1934	390.99
1296	P-751	6	Cast Iron	1934	169.41
1300	P-754	6	Cast Iron	1915	199.53
1302	P-755	6	Cast Iron	1915	137.63
1304	P-756	6	Cast Iron	1915	304.04
1307	P-759	6	Cast Iron	1915	82.06
1318	P-765	6	Unknown	1925	557.47
1320	P-766	6	Unknown	1925	775.04
1322	P-767	6	Unknown	1925	194.73
1324	P-768	6	Unknown	1925	509.77
1326	P-769	6	Unknown	1925	868.69
1334	P-774	6	Unknown	1925	644.47
1339	P-777	6	Unknown	1925	400.52
1340	P-778	6	Unknown	1925	332.19
1355	P-787	6	Unknown	1925	747.41
1356	P-788	6	Unknown	1925	442.57
1362	P-792	6	Unknown	1925	573.18
1364	P-793	6	Unknown	1925	279.74
1365	P-794	6	Unknown	1925	569.84

City of Birmingham  
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
1368	P-797	6	Unknown	1925	480.42
1386	P-806	6	Cast Iron	1915	249.35
1392	P-810	6	Ductile Iron	1945	1,111.93
1412	P-821	6	Cast Iron	1946	552.01
1424	P-828	6	Cast Iron	1917	340.38
1447	P-846	6	Cast Iron	1915	329.9
1489	P-869	6	Cast Iron	1916	331.02
1492	P-871	6	Cast Iron	1916	393.75
1499	P-877	6	Cast Iron	1916	239.03
1500	P-878	6	Cast Iron	1916	188.29
1515	P-885	6	Cast Iron	1924	306.59
1517	P-886	6	Cast Iron	1924	299.7
1519	P-887	6	Cast Iron	1924	306.02
1521	P-888	6	Cast Iron	1924	619.65
1524	P-890	6	Cast Iron	1924	1,202.26
1525	P-891	6	Cast Iron	1924	1,171.33
1530	P-894	6	Cast Iron	1924	1,171.51
1536	P-898	6	Cast Iron	1924	1,130.34
1537	P-899	6	Cast Iron	1924	1,231.24
1539	P-900	6	Cast Iron	1924	1,226.00
1540	P-901	6	Cast Iron	1924	1,304.20
1556	P-912	6	Cast Iron	1927	574.25
1562	P-915	6	Unknown	1930	306.02
1563	P-916	6	Unknown	1930	574.36
1564	P-917	6	Cast Iron	1927	571.05
1567	P-919	6	Cast Iron	1927	309.42
1569	P-920	6	Cast Iron	1927	325.49
1579	P-925	6	Unknown	1930	321.44
1581	P-926	6	Unknown	1930	399.6
1592	P-931	6	Cast iron	1950	565.6
1599	P-935	6	Unknown	1930	465.15
1632	P-953	6	Cast Iron	1925	353.79
1634	P-954	6	Cast Iron	1925	173.95
1635	P-955	6	Cast Iron	1925	280.36
1636	P-956	6	Cast Iron	1930	449.75
1637	P-957	6	Cast Iron	1925	652
1655	P-967	6	Cast Iron	1936	935.13
1656	P-968	6	Cast Iron	1936	964.12
1658	P-970	6	Cast Iron	1927	990.58
1660	P-971	6	Cast Iron	1927	710.91
1664	P-974	6	Cast Iron	1927	497.8
1665	P-975	6	Cast Iron	1927	511.39
1666	P-976	6	Cast Iron	1927	1,020.94
1667	P-977	6	Cast Iron	1927	944.86
1668	P-978	6	Cast Iron	1925	942.86



City of Birmingham  
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
1673	P-982	6	Cast Iron	1927	1,032.98
1677	P-985	6	Cast Iron	1950	707.79
1678	P-986	6	Cast Iron	1927	935.98
1681	P-987	6	Cast Iron	1927	1,066.75
1682	P-988	6	Cast Iron	1927	788.95
1708	P-1003	6	Monocast Class 150	1929	828.42
1712	P-1006	6	Monocast Class 150	1929	928.01
1821	P-1029	6	Cast Iron	1924	914.65
1822	P-1030	6	Cast Iron	1924	873.06
1827	P-1033	6	Cast Iron	1927	849.72
1828	P-1034	6	Cast Iron	1927	868.49
1830	P-1035	6	Cast Iron	1927	783.32
1834	P-1038	6	Cast Iron	1927	870.05
1837	P-1040	6	Cast Iron	1927	866.41
1840	P-1042	6	Cast Iron	1927	1,684.23
1867	P-1065	6	Cast Iron	1927	186.87
1868	P-1066	6	Cast Iron	1927	165.61
1922	P-1097	6	Unknown	1924	634.19
1925	P-1099	6	Unknown	1924	594.02
1935	P-1107	6	Cast iron	1954	362.68
1952	P-1109	6	Ductile Iron	1980	100.95
1967	P-1114	6	Cast iron	1928	265.63
2029	P-1126	6	Cast iron	1965	376.81
2044	P-1129	6	Ductile Iron	2006	409.89
2051	P-1131	6	Cast iron	1929	564.27
2053	P-1132	6	Cast iron	1929	246.55
2057	P-1134	6	Cast iron	1929	307.3
2064	P-1136	6	Ductile Iron	2002	403.95
2066	P-418(1)	6	Monocast Class 150	1928	243.09
2069	P-418(2)(1)	6	Monocast Class 150	1928	306.31
2070	P-418(2)(2)	6	Monocast Class 150	1928	258.94
2079	P-1141	6	Cast iron	1915	363.82
2088	P-1143	6	Ductile Iron	1984	275.75
2093	P-1144	6	Cast iron	1965	205.4
2098	P-1145	6	Cast iron	1965	249.38
2111	P-1147	6	Cast iron	1954	293.55
2117	P-1150	6	Unknown	2004	466.11
2119	P-1151	6	Unknown	2004	315.35
2170	P-501(1)	6	Unknown	1927	410.87
2171	P-501(2)	6	Unknown	1927	42.89
2180	P-897(2)	6	Cast Iron	1924	53.91
2185	P-783(2)	6	Unknown	1925	816.21
2187	P-228(1)	6	Cast Iron	1927	451.76
2188	P-228(2)	6	Cast Iron	1927	394.59
2197	P-258(2)	6	Cast Iron	1926	49.75



City of Birmingham  
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
2233	P-490(1)	6	Unknown	1927	864.69
2234	P-490(2)	6	Unknown	1927	62.04
2242	P-969(1)	6	Cast Iron	1927	448.2
2243	P-969(2)	6	Cast Iron	1927	496.6
2248	P-934(1)	6	Cast Iron	1925	573.95
2249	P-934(2)	6	Cast Iron	1925	17.1
2252	P-783(1)(1)	6	Unknown	1925	58
2253	P-783(1)(2)	6	Unknown	1925	474
2255	P-1036(1)	6	Cast Iron	1927	846.54
2256	P-1036(2)	6	Cast Iron	1927	25.23
2267	P-258(1)(1)	6	Cast Iron	1926	68.68
2268	P-258(1)(2)	6	Cast Iron	1926	465.92
2273	P-979(1)	6	Cast Iron	1930	936.76
2274	P-979(2)	6	Cast Iron	1930	18.01
2276	P-897(1)(1)	6	Cast Iron	1924	714.96
2277	P-897(1)(2)	6	Cast Iron	1924	457.75
2296	P-214(1)	6	Cast Iron	1950	822.85
2300	P-1041(2)	6	Cast Iron	1927	828.43
2303	P-1039(2)	6	Cast Iron	1927	833.29
2306	P-1037(2)	6	Cast Iron	1927	831.22
2337	P-612(1)	6	Cast Iron	1917	249.07
2341	P-612(2)(2)	6	Cast Iron	1917	256.49
2360	P-1170	6	Ductile Iron	2020	36.48
2374	P-272(1)	6	Cast Iron	1921	295.92
2378	P-273(2)	6	Cast Iron	1921	310.92
2387	P-1172	6	Ductile Iron	1998	6.34
2389	P-1173	6	Cast Iron	1916	295.3
2395	P-827(2)	6	Cast Iron	1922	280.72
2409	P-141(1)	6	Unknown	1924	1,331.61
2410	P-141(2)	6	Unknown	1924	650.21
2412	P-133(1)	6	Unknown	1924	724.1
2413	P-133(2)	6	Unknown	1924	623.58
2447	P-1183	6	Ductile Iron	0	317.86
2450	P-1184	6	Ductile Iron	0	56.37
2453	P-509(1)	6	Unknown	1928	700.72
2454	P-509(2)	6	Unknown	1928	691.41
2456	P-510(1)	6	Unknown	1927	731.79
2457	P-510(2)	6	Unknown	1927	647.55
2458	P-1185	6	Ductile Iron	0	57.57
2459	P-1186	6	Ductile Iron	0	55.8
2460	P-1187	6	Ductile Iron	0	44.9
2462	P-892(1)	6	Cast Iron	1924	557.88
2463	P-892(2)	6	Cast Iron	1924	617.98
2465	P-893(1)	6	Cast Iron	1924	623.72
2466	P-893(2)	6	Cast Iron	1924	588.16

City of Birmingham  
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
2468	P-972(1)	6	Cast Iron	1927	611.49
2469	P-972(2)	6	Cast Iron	1927	329.04
2471	P-973(1)	6	Cast Iron	1927	528.86
2472	P-973(2)	6	Cast Iron	1927	477.95
2473	P-1188	6	Ductile Iron	0	320.16
2475	P-993(1)	6	Monocast Class 150	1929	513.41
2476	P-993(2)	6	Monocast Class 150	1929	241.92
2478	P-995(1)	6	Monocast Class 150	1929	458.26
2479	P-995(2)	6	Monocast Class 150	1929	452.33
2481	P-921(1)	6	Cast Iron	1927	552.71
2482	P-921(2)	6	Cast Iron	1927	573.24
2484	P-924(1)	6	Cast Iron	1927	531.37
2485	P-924(2)	6	Cast Iron	1927	483.5
2492	P-543(1)	6	Cast iron	1929	851.16
2493	P-543(2)	6	Cast iron	1929	938.42
2495	P-542(1)	6	Cast iron	1929	825.9
2496	P-542(2)	6	Cast iron	1929	584.61

## **EXHIBIT B**

To receive the full grant amount of \$100,000.00 the Public Body must expend a matching amount of \$100,000.00. The grant amount will match the amount expended by the Public Body for the following approved infrastructure projects up to \$100,000.00. The approved project, the grant amount, and the match required for the Public Body are as follows:

Approved Project	Project Budget	Grant Reward	Public Body Match	
			Sewer Fund	Water Fund
			FY 23/24 & 24/25	FY 23/24 & 24/25
Combine Sewer System Planning	\$125,000.00	\$62,500.00	\$62,500.00	
Water Distribution System	\$75,000.00	\$37,500.00		\$37,500.00

The County shall not match any funds spent in excess of \$100,000.00 by the Public Body for the approved project.



## MEMORANDUM

Fire Department

**DATE:** October 3, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Paul A. Wells, Fire Chief

**SUBJECT:** Ladder 1 Emergency Brake Repair

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### INTRODUCTION:

The Birmingham Fire Department prioritizes the safety and protection of our community. During a routine maintenance of the braking system for Ladder 1 and a request to fix a small air leak in the braking system, it was found that Ladder 1 needed all new brake hardware, including a rebuilt air compressor, calipers and rotors. The complete repairs were in excess of the allowable \$6,000 threshold per the City Code Section 2-286, therefore requiring a request to the City Manager to authorize the emergency repair.

### BACKGROUND:

Ladder 1 was purchased in 2008 from the Sutphen Fire Truck company for \$900,000.00. Today, this vehicle would cost approximately \$1.6 million to replace. The anticipated service life for Ladder 1 is 20-years of which 18-20 years would be as a front line vehicle with an additional possible 10 years as a reserve/backup vehicle depending on its reliability and the costs to maintain it properly. The braking system has not had a complete overhaul prior to this brake repair. Ladder 1 is 14 years old and has approximately 35,000 miles. The age of the calipers, its weight load, and the extreme conditions it works in led to needing immediate replacement of the parts due to the presence of metal fatigue found during routine maintenance.

Ladder 1 is vital not only to our community, but to our OAKWAY mutual aid departments as well. This past winter, Ladder 1 was an important asset at the Oakland Hills Country Club fire where it was on scene for 30-hours and pumped over 1 million gallons of water helping extinguish this very large fire.

### LEGAL REVIEW:

Not required

### FISCAL IMPACT:

The funds for the repairs are available in the 2022-2023 FY budget Fire Apparatus Maintenance account.

**PUBLIC COMMUNICATIONS:**

Not Required

**SUMMARY:**

Ladder 1 is a vital piece of firefighting equipment. Due to its unique abilities, it requires immediate attention for any preventative maintenance and repairs. The Department will continue to maintain the fleet of fire apparatus so that they remain safe and ready for the large varieties of emergencies they are needed for. With the sharp rise in parts, lack of availability, and specialized labor shortages, the price of repairs will only continue to increase. The increase will lead to more emergency requests for authorization by the City Manager in order to approve purchases over \$6,000.

**ATTACHMENTS:**

1. Service and Parts Invoice from R&R Fire Truck Repair

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution confirming the City Manager's emergency authorization for the expenditure to replace the brakes on Ladder 1 for the cost not to exceed \$23,106.17 to be charged to the Fire Apparatus Maintenance account #101.0-336.000-933.0100.

**R & R Fire Truck Repair Inc.**

751 Doheny Drive  
 Northville, MI 48167  
 248-344-4443

**Service Invoice**

Bill To:

**Birmingham City DPS**  
**851 South Eton Street**  
**Birmingham, MI 48009**

Date	Invoice #
9/15/2022	63525
Terms:	Net 30
P.O. Number:	
Date Work Performed	7/25/2022
Federal ID	

Unit	Year/Mfr/Model	VIN #	Miles	Hours	Technician
9-1-22	08 Sutphen Platform	159A3JLE881003136	35,324	6,669	RR

ITEM ID	DESCRIPTION	QTY	UNIT PR...	EXT. PR...
0118958	5/8"-18 x 1-1/2" Grade 8 Yellow Zinc Finish Hex Cap Screw	5	1.596	7.98
3076205	Kit, Unloader	1	131.25	131.25
0606408	10mL. BL Threadlocker	1.5	13.33667	20.01
1133819	SAE Thru-Hard 5/8 Grade 8 Washer	5	1.52372	7.62
223022773	Gear Oil 80W90	4	7.64081	30.56
23123642015	Rotor	6	821.66501	4,929.99
43764	Oil Seal	2	77.45701	154.91
370003A	Wheel Seal	6	93.33585	560.02
5100636	C111C Brake Clean	2	6.11784	12.24
DAY-13-7116	Gasket - Drive Axle - 8 Hole 5/8	6	6.59999	39.60
EX225H201XX000	Caliper	3	1,457.97667	4,373.93
EX225H202XX000	Caliper	3	1,457.97667	4,373.93
H60009	6 Hole 5-1/2" Hub Cap Gasket	6	5.27196	31.63
KIT2252H2CG	Brake Pads - 9-13/16 Wide	3	644.16668	1,932.50
Labor	Labor Per Hour	52	125.00	6,500.00
	Front Axle			

Michigan Repair  
 Facility  
 Registration  
 F142033

**Total****CERTIFICATION:**

All repairs and parts were furnished in compliance with MICHIGAN AUTO REPAIR ACT (P.A. 300)

Company Authorized Representative \_\_\_\_\_

**R & R Fire Truck Repair Inc.**

751 Doheny Drive  
Northville, MI 48167  
248-344-4443

**Service Invoice**

Bill To:

**Birmingham City DPS**  
**851 South Eton Street**  
**Birmingham, MI 48009**

Date	Invoice #
9/15/2022	63525
Terms:	Net 30
P.O. Number:	
Date Work Performed	7/25/2022
Federal ID	

Unit	Year/Mfr/Model	VIN #	Miles	Hours	Technician
9-1-22	08 Sutphen Platform	159A3JLE881003136	35,324	6,669	RR

ITEM ID	DESCRIPTION	QTY	UNIT PR...	EXT. PR...
	<p>Technician inspected the brakes. Found that the brakes are worn. Raised the truck up and removed the wheels, Removed the calipers and brake pads. Removed the hub cap and drained the fluid. Removed the spindle end nuts and outer bearings. Inspected the bearings and cleaned. Removed the inner wheel bearings. Inspected the wheel hub and spindle. Inspected the pad brackets and found that the brake pads wore a groove into them which causes the pad to stick and not release. Need pad mount brackets. Found that the bracket for the pads is back ordered with no known ETA.. Calipers are available. Ordered entire caliper for both wheels. Separated the rotor from the wheel hub and cleaned the mating surfaces. Mounted the new rotor with new hardware. Installed the new wheel seal with inner bearings. Remounted the hub and installed the outer bearings. Reinstalled the hub cap and filled with new gear oil. Installed new calipers and brake pads with new hardware. Reattached the brake chamber and adjusted the brakes. Remounted the wheel and torqued to manufactures specifications. Installed the hub cover and lug nuts.</p> <p>Front Rear Axle</p>			

Michigan Repair  
Facility  
Registration  
F142033

**Total****CERTIFICATION:**

All repairs and parts were furnished in compliance with MICHIGAN AUTO REPAIR ACT (P.A. 300)

Company Authorized Representative \_\_\_\_\_



**R & R Fire Truck Repair Inc.**

751 Doheny Drive  
 Northville, MI 48167  
 248-344-4443

**Service Invoice**

Bill To:

**Birmingham City DPS**  
**851 South Eton Street**  
**Birmingham, MI 48009**

Date	Invoice #
9/15/2022	<b>63525</b>
Terms:	Net 30
P.O. Number:	
Date Work Performed	7/25/2022
Federal ID	

Unit	Year/Mfr/Model	VIN #	Miles	Hours	Technician
9-1-22	08 Sutphen Platform	159A3JLE881003136	35,324	6,669	RR

ITEM ID	DESCRIPTION	QTY	UNIT PR...	EXT. PR...
	<p>Technician inspected the brakes. Found that the brakes are worn. Raised the truck up and removed the wheels, Removed the calipers and brake pads. Removed the hub cap and drained the fluid. Removed the spindle end nuts and outer bearings. Inspected the bearings and cleaned. Removed the inner wheel bearings. Inspected the wheel hub and spindle. Inspected the pad brackets and found that the brake pads wore a groove into them which causes the pad to stick and not release. Need pad mount brackets. Found that the bracket for the pads is back ordered with no known ETA. Calipers are available. Ordered entire caliper for both wheels. Separated the rotor from the wheel hub and cleaned the mating surfaces. Mounted the new rotor with new hardware. Installed the new wheel seal with inner bearings. Remounted the hub and installed the outer bearings. Reinstalled the hub cap and filled with new gear oil. Installed new calipers and brake pads with new hardware. Reattached the brake chamber and adjusted the brakes. Remounted the wheel and torqued to manufactures specifications. Installed the hub cover and lug nuts.</p> <p>Rear Rear Axle</p>			

Michigan Repair  
 Facility  
 Registration  
 F142033

**Total****CERTIFICATION:**

All repairs and parts were furnished in compliance with MICHIGAN AUTO REPAIR ACT (P.A. 300)  
 Company Authorized Representative \_\_\_\_\_

**R & R Fire Truck Repair Inc.**

751 Doheny Drive  
 Northville, MI 48167  
 248-344-4443

**Service Invoice**

Bill To:

**Birmingham City DPS**  
**851 South Eton Street**  
**Birmingham, MI 48009**

Date	Invoice #
9/15/2022	63525
Terms:	Net 30
P.O. Number:	
Date Work Performed	7/25/2022
Federal ID	

Unit	Year/Mfr/Model	VIN #	Miles	Hours	Technician
9-1-22	08 Sutphen Platform	159A3JLE881003136	35,324	6,669	RR

ITEM ID	DESCRIPTION	QTY	UNIT PR...	EXT. PR...
	<p>Technician inspected the brakes. Found that the brakes are worn. Raised the truck up and removed the wheels, Removed the calipers and brake pads. Removed the hub cap and drained the fluid. Removed the spindle end nuts and outer bearings. Inspected the bearings and cleaned. Removed the inner wheel bearings. Inspected the wheel hub and spindle. Inspected the pad brackets and found that the brake pads wore a groove into them which causes the pad to stick and not release. Need pad mount brackets. Found that the bracket for the pads is back ordered with no known ETA.. Calipers are available. Ordered entire caliper for both wheels. Separated the rotor from the wheel hub and cleaned the mating surfaces. Mounted the new rotor with new hardware. Installed the new wheel seal with inner bearings. Remounted the hub and installed the outer bearings. Reinstalled the hub cap and filled with new gear oil. Installed new calipers and brake pads with new hardware. Reattached the brake chamber and adjusted the brakes. Remounted the wheel and torqued to manufactures specifications. Installed the hub cover and lug nuts.</p> <p>Air Compressor Wont Build Air Pressure</p>			

Michigan Repair  
 Facility  
 Registration  
 F142033

**Total****CERTIFICATION:**

All repairs and parts were furnished in compliance with MICHIGAN AUTO REPAIR ACT (P.A. 300)  
 Company Authorized Representative \_\_\_\_\_

**R & R Fire Truck Repair Inc.**

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Unit	Year/Mfr/Model	VIN #	Miles	Hours	Technician
9-1-22	08 Sutphen Platform	159A3JLE881003136	35,324	6,669	RR

ITEM ID	DESCRIPTION	QTY	UNIT PR...	EXT. PR...
ttyy	<p>Technician investigated the problem. He checked the system for air leaks and checked the governors operation. Found two leaks at the air dryer. Found the governor is fine. Determined that the unloader valves are defective. The unit was coming to the Northville facility for other work so the technician ordered repair kits overnight. Once the kit arrived the technician dismantled the unloader valves and replaced with repair kit. He checked the operation and checked for any additional leaks. The compressor now builds air as required. Good to go.</p> <p>Thank You for your Business!</p>	1	0.00	0.00

Michigan Repair  
 Facility  
 Registration  
 F142033

You are entitled by law to the return of all parts replaced, except those which are too heavy or large, and those required to be sent back to the manufacturer or distributor because of warranty work or an exchange agreement. You are entitled to inspect the parts which cannot be returned to you.

**Total** **\$23,106.17**

**CERTIFICATION:**

All repairs and parts were furnished in compliance with MICHIGAN AUTO REPAIR ACT (P.A. 300)  
 Company Authorized Representative \_\_\_\_\_



## MEMORANDUM

Fire Department

**DATE:** October 3, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Paul A. Wells, Fire Chief

**SUBJECT:** Emergency Management Performance Grant (EMPG)

---

### INTRODUCTION:

The City of Birmingham operates an emergency management program. The Emergency Management Performance Grant (EMPG), through the Department of Homeland Security Appropriations Act, has granted the city \$37,610.00 for fiscal year performance period 10/1/2021-9/30/2022. These funds are for the development and maintenance of the City's emergency management program.

### BACKGROUND:

The City of Birmingham is one of five cities in Oakland County that operate their own emergency management program. This program falls under the Michigan Emergency Management Act 390 of 1976. All other cities, in the case of a large-scale emergency, fall under Oakland County's emergency management plan and response. The advantages of Birmingham having its own program is that the City has direct contact with State and Federal agencies. This allows the City to recoup funds directly, provides for more training opportunities, allows us to directly control all emergency response, and much more. The City still has the support of the Oakland County emergency management division and maintains regular training with the County and State.

The Fire Chief serves as the Emergency Manager for the City of Birmingham. The EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain capabilities of the emergency management program. The core areas the money supports are prevention, protection, mitigation, response, and recovery. This year the grant is awarding \$37,610.00 to the City of Birmingham. The grant amount is based on a percentage of the Emergency Manager's (Fire Chief) salary and is a partial reimbursement of annual compensation.

Each year the City is required to sign paperwork for the previous performance period (10/1/2021-9/30/2022) in order to accept the awarded EMPG funds, as well as sign paperwork for the current performance period (10/1/2022-9/30/2023) covering the latest EMPG work agreement. The work agreement details the program's plan for activities, training, reporting, etc.

**LEGAL REVIEW:**

A legal review was conducted and no legal issues exist.

**FISCAL IMPACT:**

This grant award was included in the 2022-2023 budget.

**PUBLIC COMMUNICATIONS:**

None required.

**SUMMARY:**

It is recommended that the City Commission accept the FY 2023 Emergency Management Performance Grant Work Agreement and the FY 2022 EMPG funds of \$37,610.00. The funds will be used to support the City's Emergency Management program.

**ATTACHMENTS:**

1. State of Michigan FY 2023 Emergency Management Performance Grant Work Agreement
2. State of Michigan FY 2022 Emergency Management Performance Grant Award

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the FY 2023 Emergency Management Performance Grant Work Agreement and accept the awarded FY 2022 EMPG funds totaling \$37,610.00. Further, to direct the Mayor to sign the agreements on behalf of the City and any required quarterly reports or surveys associated with the EMPG grant and to authorize the Fire Chief as the sub-recipient authorized representative in order to sign any related EMPG documents on the City's behalf.

Michigan State Police  
Emergency Management  
and  
Homeland Security  
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	ASSISTANCE LISTING
City of Birmingham	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6004664	EMC-2022-EP-00001	8/23/2022
SUBRECIPIENT UEI	SUBAWARD PERFORMANCE PERIOD	FROM TO
J32HKEJRJNJ8		10/1/2021 9/30/2022
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$37,610.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$37,610.00
None on file	Total Amount of Federal Award	\$37,610.00
FEDERAL AWARD PROJECT DESCRIPTION		
2022 Emergency Management Performance Grants (EMPG)		
DETAILS		
The 2022 EMPG allocation is 40.29% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.		
FEDERAL AWARDDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency - GPD 400 C Street, SW, 3 <sup>rd</sup> floor Washington, DC 20472-3645	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

# State of Michigan FY 2022 Emergency Management Performance Grant Grant Agreement

October 1, 2021 to September 30, 2022

Assistance Listing: 97.042 Grant Number: EMC-2022-EP-00001
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This Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

**CITY OF BIRMINGHAM**  
(hereinafter called the Subrecipient)

## I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2022 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2022 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2022 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2022 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov/grants>.

## II. Statutory Authority

Funding for the FY 2022 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2022*, (Pub. L. No. 117-103); *Disaster Relief Supplemental Appropriations Act, 2022*, Pub. L. No. 117-43 (2021).

The Subrecipient agrees to comply with all FY 2022 EMPG program requirements in accordance with the FY 2022 EMPG NOFO, and the FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance>; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2022 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2022 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. FEMA Policy #108-023-1 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

### III. Award Amount and Restrictions

- A. The **City of Birmingham** is awarded **\$37,610.00** or 40.29% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2022 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2022 EMPG covers eligible costs from October 1, 2021, to September 30, 2022. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for other allowable organization costs.** No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2022 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.



See the FY 2022 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series, or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook and work agreement.

The EMPG programs are required to complete a quarterly training and exercise report identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

#### IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2022 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2022 Emergency Management Performance Grants*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208),
- C. The subrecipient shall not use FY 2022 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
  - 1. Subrecipient Risk Assessment Certification.
  - 2. Standard Assurances.
  - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.
  - 4. Audit Certification (EMD-053).
  - 5. Request for Taxpayer Identification Number and Certification (W-9).
  - 6. Other documents that may be required by federal or state officials.
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2022 EMPG Work Agreement/Quarterly Report (EMHSD-31).

- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2022 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting [https://www.michigan.gov/msp/0,4643,7-123-72297\\_60152\\_95164\\_95317---,00.html](https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html) under Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
  - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
  - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
  - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Unique Entity Identifier (UEI) through SAM.gov at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions*

located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

- R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.

#### **V. Responsibilities of the Recipient**

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

#### **VI. Reporting Procedures**

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2022 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2022 EMPG Work Agreement can be located at [www.michigan.gov/emhsd](http://www.michigan.gov/emhsd) under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2022 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

#### **VII. Payment Procedures**

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required

authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2022 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting [www.michigan.gov/emhsd](http://www.michigan.gov/emhsd) under Grant Programs, EMPG, Grant Forms, Finance Forms.

- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

#### **VIII. Employment Matters**

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

#### **IX. Limitation of Liability**

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

*This is not to be construed as a waiver of governmental immunity for either party.*

#### **X. Third Parties**

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

#### **XI. Grant Agreement Period**

This grant agreement is in full force and effect from October 1, 2021, to September 30, 2022. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement,

except with prior written approval. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

## **XII. Entire Grant Agreement**

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

## **XIII. Business Integrity Clause**

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

## **XIV. Freedom of Information Act (FOIA)**

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be

familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

**XV. Official Certification**

**For the Subrecipient**

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

City of Birmingham  
Subrecipient Name

J32HKEJRJNJ8  
Subrecipient UEI

**For the Chief Elected Official**

Therese Longe  
Printed Name

Mayor  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For the Local Emergency Manager**

Paul A Wells  
Printed Name

Fire Chief/EM  
Title


Paul A Wells  
Signature

9-18-2022  
Date

**For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)**

Capt. Kevin Sweeney,  
Printed Name

Commander, Emergency Management  
and Homeland Security Division  
Title

  
Signature

September 13, 2022  
Date

**City of Birmingham**  
**Emergency Management**  
Fiscal Year 2023

**Emergency Management Performance Grant (EMPG)  
Work Agreement/Quarterly Report**

☒ Initial Work  
Agreement

<input type="checkbox"/> 1 <sup>st</sup> Quarter	<input type="checkbox"/> 2 <sup>nd</sup> Quarter	<input type="checkbox"/> 3 <sup>rd</sup> Quarter	<input type="checkbox"/> 4 <sup>th</sup> Quarter
SIGNATURE OF CHIEF ELECTED OFFICIAL	DATE	SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR	DATE
SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER	DATE	SIGNATURE OF DISTRICT COORDINATOR	DATE
<i>Pen A</i>	<i>9-20-22</i>	<i>Pen A</i>	<i>9-20-22</i>

**Purpose**

This survey functions as the 2023 EMPG work agreement/quarterly report. The objectives of this work agreement are based upon standards identified in the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) Publication 206 - Local Emergency Management Program Standards Workbook. Activities for each objective have been determined by a group of local and state emergency management subject matter experts who maintain a baseline set of standards for emergency management programs in the state of Michigan. Survey responses will assist in the assessment of emergency management programs, determine how EMPG funds are utilized and help validate the importance of these emergency management activities to all levels of government.

**(1) ADMINISTRATION AND FINANCE**

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies, and procedures to carry out emergency financial and administrative responsibilities. The EMPG funded emergency manager shall provide a copy of their job description(s) that incorporate their Emergency Management (EM) activities. Emergency Management (EM) activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

<b>Planned Activities</b>	<b>Action Taken (Local EM Status Report)</b>
<p>1<sup>st</sup></p> <ul style="list-style-type: none"> <li>Submit documents for 2023 EMPG work agreement to EMHSD financial staff by 10/1/22.</li> </ul>	<p>Position Description Submitted: Yes/No EMHSD-17 Form Submitted: Yes/No EMHSD-31 Form Submitted: Yes/No</p>





## MEMORANDUM

Department of Public Services

**DATE:** October 3, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Lauren Wood, Director of Public Services  
Mike Bernal, Public Services Manager

**SUBJECT:** Mower Purchases

### INTRODUCTION:

Due to their age, the Department of Public Services recommends replacing two (2) Toro Greensmaster 3150 lawnmowers. Mowers #177 and #178 were purchased in 2006 and currently have 3000 hours of use. Both mowers are currently utilized for greens maintenance on both golf courses.

We are requesting to have both mowers replaced with new Toro Greensmaster 3150-Q models from Spartan Distributors, a provider of specialized golf course equipment, located at 1050 N Opdyke Rd, Auburn Hills, MI 48326, through OMNIA Cooperative Purchasing Agreement #2017025.

### BACKGROUND:

Mowers #177 and #178 have been identified for replacement and previously listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2022-2023 budget. They both qualify for replacement, as illustrated in the assessment below.

(2)2006 Toro Greensmaster 2150 Lawnmowers		#177	#178
FACTOR	DESCRIPTION	POINTS	POINTS
Age	1 point each year of age	15	15
Miles/Hours	1 point every 250 hours of usage	12	12
Type of Service	Type 3 – Used for lawn maintenance	3	3
Reliability	Level 3 – In shop one time within three month period, one breakdown within same period	3	3
M&R Costs	Level 1 Maintenance costs are less than or equal to 20% of replacement cost	1	1
Condition	Level 2 – Minor imperfections and paint	2	2
	<b>Total Points 28+, poor needs priority replacement</b>	<b>37</b>	<b>37</b>

Both mowers qualify under the replacement guidelines for "needs priority replacement." The Department of Public Services recommends replacing both Toro Greensmaster mowers with new Toro Greensmaster 3150-Q models from Spartan Distributors, located at 1050 N Opdyke Rd, Auburn Hills, MI 48326.

**LEGAL REVIEW:**

This purchase has been reviewed and approved by the City Attorney.

**FISCAL IMPACT:**

The cost for both mowers is \$82,121.52. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100.

**PUBLIC COMMUNICATIONS:**

Spartan Distributors is a sole source provider of these mowers in the state.

**SUMMARY:**

Based on age, the Department of Public Services recommends replacing two (2) Toro Greensmaster 3150 lawnmowers. Mowers #177 and #178 were purchased in 2006 and currently have 3000 hours of use. The mowers are used for greens maintenance on both golf courses. Upon receipt of the new mowers, the old mowers will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

**ATTACHMENTS:**

Attached to this report are the agreement and the vendor quotes, including specifications and warranty info.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the purchase of two (2) Toro Greensmaster Mowers as quoted from Spartan Distributors, a provider of specialized golf course equipment, located at 1050 N Opdyke Rd, Auburn Hills, MI 48326, through OMNIA Cooperative Purchasing Agreement #2017025, in the amount not to exceed \$82,121.52 for both mowers. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.

**AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF BIRMINGHAM &  
SPARTAN DISTRIBUTORS**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Spartan Distributors, a Michigan company, whose address is 1050 Opdyke Road, Auburn Hills, MI, 48326, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires to purchase (2) Toro Greensmaster 3150-Q (#04358) Mowers, for its golf course as more fully described in Attachment "A"; and

**WHEREAS**, Vendor has qualifications that meet the purchase requirements and has provided a response and cost proposal.

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

**1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the Vendor's Quotation shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this agreement and the Vendor's Quotation, the terms of this Agreement shall prevail.

**2. TERM:** This is an outright purchase and shall have no term.

**3. TERMS OF PAYMENT:** The Vendor will invoice the City for the sale. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

**5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Vendor 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor 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 Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

**6. INDEPENDENT VENDOR:** The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 Vendor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

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

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

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012  
Attn: Mike Bernal

Startan Distributors:  
1050 Opdyke Road

Auburn Hills, MI 48326  
Attn: Tom Gill

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

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

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

**13. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor 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.

**14. FAILURE TO PERFORM.** If Vendor 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.

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

**16. RESPONSE TO GOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT:** The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 9/19/22, to the City's Cooperative Purchasing Agreement, dated 9/19/22. In the event of a conflict in any of the terms of this Agreement and the Vendor 9/19/22 (date of response) response, the terms of this Agreement shall prevail.

**17. 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.

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

Spartan Distributors

By: \_\_\_\_\_

Its: \_\_\_\_\_

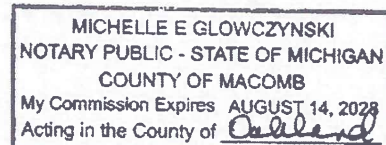
STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF OAKLAND    )

On this 19th day of September, 2022, before me personally appeared Kris Carly, who acknowledged that with authority on behalf of Spartan Distributors, Inc to do so he/she signed this Agreement.

Michelle E Glowczynski  
Notary Public  
Macomb County, Michigan

Acting in Oakland County, Michigan

My commission expires: 8-14-28



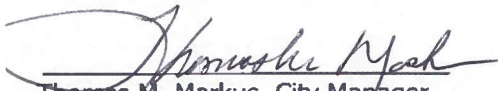


**CITY OF BIRMINGHAM:**

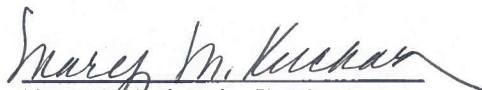
By: \_\_\_\_\_  
Therese Longe, Mayor


By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

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

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

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

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

## ATTACHMENT A





1050 N Opdyke Rd  
Auburn Hills, MI 48326

Revised Pricing 3/15/2022  
Order 1/10/2022

September 1, 2022

Q95182

City of Birmingham  
Mike Bernal  
151 Martin St  
Birmingham, MI 48012

Qty	Model Number	Description	HOC	Unit Price	Extension	Total
2	04358	Greensmaster 3150-Q	0.110	\$30,556.50	\$61,113.00	\$82,121.52
6	04654	11 Blade Cutting Unit		\$2,856.36	\$17,138.16	
6	04255	Narrow Wiehle Roller (One roller)		\$335.40	\$2,012.40	
2	04646	Spring Loaded Rear Roller Scraper (Set of 3)		\$287.82	\$575.64	
2	04554	Light Kit - LED		\$641.16	\$1,282.32	

Market Support OMNIA  
Terms Net 30 Days  
Delivery As Available  
Salesman Gill  
Warranty 2-Year Manufacturer's

TOTALS	
Equipment Total	\$82,121.52
Toro Protection Plus	
Trade Ins	
Estimated Sales/Use Tax	
Total	\$82,121.52



## The Toro Warranty

### Two-Year or 1,500 Hours Limited Warranty

#### Conditions and Products Covered

The Toro Company and its affiliate, Toro Warranty Company, pursuant to an agreement between them, jointly warrant your Toro Commercial product ("Product") to be free from defects in materials or workmanship for 2 years or 1,500 operational hours\*, whichever occurs first. This warranty is applicable to all products with the exception of Aerators (refer to separate warranty statements for these products). Where a warrantable condition exists, we will repair the Product at no cost to you including diagnostics, labor, parts, and transportation. This warranty begins on the date the Product is delivered to the original retail purchaser.

\* Product equipped with an hour meter.

#### Instructions for Obtaining Warranty Service

You are responsible for notifying the Commercial Products Distributor or Authorized Commercial Products Dealer from whom you purchased the Product as soon as you believe a warrantable condition exists. If you need help locating a Commercial Products Distributor or Authorized Dealer, or if you have questions regarding your warranty rights or responsibilities, you may contact us at:

Toro Commercial Products Service Department  
Toro Warranty Company  
8111 Lyndale Avenue South  
Bloomington, MN 55420-1196  
952-888-8801 or 800-952-2740  
E-mail: commercial.warranty@toro.com

#### Owner Responsibilities

As the product owner, you are responsible for required maintenance and adjustments stated in your *Operator's Manual*. Repairs for product issues caused by failure to perform required maintenance and adjustments are not covered under this warranty.

#### Items and Conditions Not Covered

Not all product failures or malfunctions that occur during the warranty period are defects in materials or workmanship. This warranty does not cover the following:

- Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on, or modified non-Toro branded accessories and products.
- Product failures which result from failure to perform recommended maintenance and/or adjustments.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Parts consumed through use that are not defective. Examples of parts which are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greasable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves.
- Failures caused by outside influence, including, but not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.
- Normal noise, vibration, wear and tear, and deterioration. Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows.

#### Countries Other than the United States or Canada

Customers who have purchased Toro products exported from the United States or Canada should contact their Toro Distributor (Dealer) to obtain guarantee policies for your country, province, or state. If for any reason you are dissatisfied with your Distributor's service or have difficulty obtaining guarantee information, contact your Authorized Toro Service Center.

#### Parts

Parts scheduled for replacement as required maintenance are warranted for the period of time up to the scheduled replacement time for that part. Parts replaced under this warranty are covered for the duration of the original product warranty and become the property of Toro. Toro will make the final decision whether to repair any existing part or assembly or replace it. Toro may use remanufactured parts for warranty repairs.

#### Deep Cycle and Lithium-Ion Battery Warranty

Deep cycle and Lithium-Ion batteries have a specified total number of kilowatt-hours they can deliver during their lifetime. Operating, recharging, and maintenance techniques can extend or reduce total battery life. As the batteries in this product are consumed, the amount of useful work between charging intervals will slowly decrease until the battery is completely worn out. Replacement of worn out batteries, due to normal consumption, is the responsibility of the product owner. Note: (Lithium-Ion battery only): Pro-rated after 2 years. Refer to the battery warranty for additional information.

#### Lifetime Crankshaft Warranty (ProStripe 02657 Model Only)

The ProStripe which is fitted with a genuine Toro Friction Disc and Crank-Safe Blade Brake Clutch (integrated Blade Brake Clutch (BBC) + Friction Disc assembly) as original equipment and used by the original purchaser in accordance with recommended operating and maintenance procedures, are covered by a Lifetime Warranty against engine crankshaft bending. Machines fitted with friction washers, Blade Brake Clutch (BBC) units and other such devices are not covered by the Lifetime Crankshaft Warranty.

#### Maintenance is at Owner's Expense

Engine tune-up, lubrication, cleaning and polishing, replacement of filters, coolant, and completing recommended maintenance are some of the normal services Toro products require that are at the owner's expense.

#### General Conditions

Repair by an Authorized Toro Distributor or Dealer is your sole remedy under this warranty.

Neither The Toro Company nor Toro Warranty Company is liable for indirect, incidental or consequential damages in connection with the use of the Toro Products covered by this warranty, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under this warranty. Except for the Emissions warranty referenced below, if applicable, there is no other express warranty. All implied warranties of merchantability and fitness for use are limited to the duration of this express warranty.

Some states do not allow exclusions of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### Note Regarding Emissions Warranty

The Emissions Control System on your Product may be covered by a separate warranty meeting requirements established by the U.S. Environmental Protection Agency (EPA) and/or the California Air Resources Board (CARB). The hour limitations set forth above do not apply to the Emissions Control System Warranty. Refer to the Engine Emission Control Warranty Statement supplied with your product or contained in the engine manufacturer's documentation.



## **MEMORANDUM**

Department of Public Services

**DATE:** October 3, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Lauren A. Wood, Director of Public Services  
Mike Bernal, Public Services Manager

**SUBJECT:** Density Meter for Brine Machine

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### **INTRODUCTION:**

The Department of Public Services seeks approval to purchase the density meter part needed to repair the brine machine. The density meter is a sensor that reads the salinity of the brine. Without it, the machine cannot produce the brine needed to treat the roads during the winter months.

### **BACKGROUND:**

In 2014, the Department of Public Services purchased the brine machine new for winter use. The machine makes brine, used as a pretreatment to the roads when snow and ice are forecasted. The failed sensor is due to the corrosiveness of the brine and is considered "normal wear and tear."

The part will be purchased from Casper's Truck Equipment, a sole-source regional provider of parts and services located in Appleton, Wisconsin. They also serve as our current service and maintenance provider of the machine itself, and the only vendor in the region with the ability to troubleshoot our machine remotely. The part is currently in stock; upon receipt, DPS mechanics will perform the repair.

### **LEGAL REVIEW:**

All documentation has been reviewed and approved by the City Attorney's Office.

### **FISCAL IMPACT:**

Funds for this purchase, totaling \$7,321.79, are available in the Equipment Maintenance Fund, account #661.0-441.006-933.0200.

### **PUBLIC COMMUNICATIONS:**

Does not apply to this purchase.

**SUMMARY:**

The Department of Public Services seeks approval to purchase the density meter part in the amount of \$7,321.79 from Casper's Truck Equipment, a sole-source regional provider of parts and services located in Appleton, Wisconsin. They also serve as our service and maintenance provider of the machine itself, and the only vendor in the region with the ability to troubleshoot our machine remotely. The part is currently in stock; upon receipt, DPS mechanics will perform the repair.

our regional provider of parts and service for the machine, located at 700 Randolph Drive, Appleton, WI, 54913, in the amount of \$7,321.79.

**ATTACHMENTS:**

Attached to this report is the quote for the part.

**SUGGESTED COMMISSION ACTION:**

Make a motion approving the purchase of the density meter sensor needed to repair the brine maker in the amount not to exceed \$7,321.79 from Casper's Truck Equipment. Funds for this purchase are available in the Equipment Maintenance Fund, account #661.0-441.006-933.0200.

**AGREEMENT FOR THE BRINE MACHINE REPAIR BETWEEN THE CITY OF  
BIRMINGHAM & CASPER'S TRUCK EQUIPMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Casper's Truck Equipment, a Wisconsin company, whose address is 700 Randolph Drive, Appleton, WI, 54913, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires to purchase a Density Meter, Retro, L-DENS33, for its brine maker as more fully described in Attachment "A"; and

**WHEREAS**, Vendor has qualifications that meet the purchase requirements and has provided a response and cost proposal.

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

**1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the Vendor's Quotation shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this agreement and the Vendor's Quotation, the terms of this Agreement shall prevail.

**2. TERM:** This is an outright purchase and shall have no term.

**3. TERMS OF PAYMENT:** The City shall pay a one-time fee of Seven Thousand Three Hundred Twenty-One and 79/100 Dollars (\$7,321.79), for the Density Meter, Retro, L-DENS33. Payment shall be payable thirty (30) days after the date of invoice.

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

**5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Vendor 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor 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 Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

**6. INDEPENDENT VENDOR:** The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 Vendor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

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

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

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012  
Attn: Mike Bernal

Casper's Truck Equipment:  
700 Randolph Drive  
Appleton, WI 54913  
Attn: Tim Miller

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

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

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

**13. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor 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.

**14. FAILURE TO PERFORM.** If Vendor 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.

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

the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

**16. RESPONSE TO GOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT:** The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 8/1/2022, to the City's Cooperative Purchasing Agreement, dated 8/19/2022. In the event of a conflict in any of the terms of this Agreement and the Vendor 8/19/2022 (date of response) response, the terms of this Agreement shall prevail.

**17. 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.

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

Casper's Truck Equipment

By: [Signature]

Its: SALES MANAGER

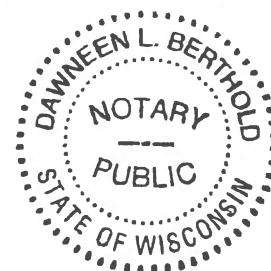
Wisconsin  
STATE OF ~~MICHIGAN~~ )  
Outagamie ) ss:  
COUNTY OF ~~OAKLAND~~ )

On this 19<sup>th</sup> day of August, 2022, before me personally appeared Richard S Kirkendall who acknowledged that with authority on behalf of Casper's Truck Equipment do so he/she signed this Agreement.

[Signature]  
Notary Public,  
Outagamie - Wisconsin

Acting in Outagamie County, Michigan Wisconsin

My commission expires: 2-24-2024







**CITY OF BIRMINGHAM:**

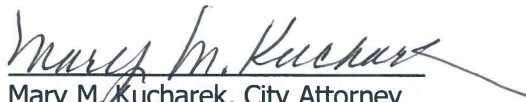
By: \_\_\_\_\_  
Therese Longe, Mayor


By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

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

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

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

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

# ATTACHMENT A



Lee Truck Equipment Inc  
700 Randolph Drive  
Appleton, WI 54913  
(920) 687-1111

Customer No: B11338  
Order No.: 0049745

Bill To Birmingham DPS, City  
of 851 South Eton Street  
Birmingham, MI 48009

Ship To: Birmingham DPS, City of  
851 South Eton Street  
Birmingham, MI 48009

Date	Ship VIA	F.O.B.	Terms			
8/1/2022	UPS GROUND		No Terms			
Purchase Order Number	Required Date	Salesperson:		Our Order Number		
		Tim Miller		0049745		
Quantity			Item Number	Description	Price	Amount
Required	Shipped	B.O.				
1 000	0.000	0.000	174679	Density Meter, Retro, L-DENS33	7 321.79	7,321.79
1 000	0.000	0.000	BRINE MISC	misc. items used, such as glue	0 00	0 00
			2 Year Warranty for Parts			

Order Subtotal:	7,321.79
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total	7,321.79



**APPLETON**  
700 Randolph Dr  
Appleton, WI 54913  
P: 920-687-1111  
F: 920-687-1122

**MILWAUKEE**  
12655 W Silver Spring Rd  
Butler, WI 53007  
P: 262-544-5404  
F: 800-261-0383

[CaspersTruck.com](http://CaspersTruck.com)





## **MEMORANDUM**

Police Department

**DATE:** September 15, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Mark H. Clemence, Chief of Police

**SUBJECT:** Purchase of (15) Auxiliary Point Blank AX-Series Ballistic Vests

---

### **INTRODUCTION:**

The police department solicited sealed bids for (15) Point Blank AX-Series Ballistic System Level II vests on the Michigan Intergovernmental Trade Network (MITN) in May 2022. The bid was posted on MITN on May 17, 2022. The public bid opening was held on May 31, 2022 at 2:00 p.m. at the office of the city clerk. One vendor (CMP Distributors, Inc.) submitted a bid for this solicitation.

### **BACKGROUND:**

The police department identified the purchase of (15) bullet resistant body armor vests for auxiliary police officers in the 2022-23 Police General Fund uniform allowance budget. This project was initiated due to age and condition of the vests assigned to the auxiliary police officers as body armor should be replaced every five years.

The proposed equipment purchase includes (15) Point Blank AX-Series Ballistic System Level II, AXII Ballistic Panels to include (1) Hi-Lite Concealable Carrier with SSBS Shoulder System and (1) Soft Trauma Plate, and (15) Point Blank 7" x 10" Multi-Curve Speed Plates, 100% Polyethylene.

### **LEGAL REVIEW:**

The city attorney reviewed the Invitation to Bid and all other documents associated with this purchase. The city attorney has also approved the attached agreement.

### **FISCAL IMPACT:**

The sole bid received from CMP Distributors, Inc. for (15) Point Blank AX-Series Ballistic System Level II vests is for a total amount of \$12,435.00 (\$819.00 per vest + \$150 delivery fee). This expenditure was included in the 2022-23 approved budget and sufficient funding is available in account number 101-0.301.000-743.0000 to provide for this purchase.

### **PUBLIC COMMUNICATIONS:**

Posted on MITN May 17, 2022.

**SUMMARY:**

The police department recommends approving the purchase of (15) Point Blank AX-Series Ballistic System Level II, AXII Ballistic Panels to include (1) Hi-Lite Concealable Carrier with SSBS Shoulder System and (1) Soft Trauma Plate, and (15) Point Blank 7" x 10" Multicurve Speed Plates in the amount of \$12,435.00 for replacement of auxiliary police officers body armor.

**ATTACHMENTS:**

1. Agreement with CMP Distributors, Inc.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the purchase agreement with CMP Distributors, Inc. for (15) Point Blank AX-Series Ballistic System Level II, AXII Ballistic Panels to include (1) Hi-Lite Concealable Carrier with SSBS Shoulder System and (1) Soft Trauma Plate, and (15) Point Blank 7" x 10" Multi-curve Speed Plates in the amount not to exceed \$12,435.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

Funding for this project has been budgeted in account 101-0.301.000-743.0000.

**PURCHASE AGREEMENT**  
**For POINT BLANK BODY ARMOR 2022**

---

This AGREEMENT, made this 26 day of May, 2022, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and CMP Distributors, Inc., Inc., having its principal office at 16753 Industrial Parkway, Lansing, MI 48906 (hereinafter called "Vendor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City desires to purchase **(15) POINT BLANK AX-SERIES BALLISTIC SYSTEM LEVEL II, AXII BALLISTIC PANELS TO INCLUDE (1) HI-LITE CONCEALABLE CARRIER, NAVY BLUE, WITH SSBS SHOULDER SYSTEM AND (1) SOFT TRAUMA PLATE, AND (15) POINT BLANK 7" X 10" MULTICURVE SPEED PLATES, 100%POLYETHYLENE** and has heretofore advertised for bids for the procurement for the purchase of a **(15) POINT BLANK AX-SERIES BALLISTIC SYSTEM LEVEL II, AXII BALLISTIC PANELS TO INCLUDE (1) HI-LITE CONCEALABLE CARRIER WITH SSBS SHOULDER SYSTEM AND (1) SOFT TRAUMA PLATE, AND (15) POINT BLANK 7" X 10" MULTICURVE SPEED PLATES, 100%POLYETHYLENE** and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Vendor has professional qualifications that meet the project requirements and has provided a cost proposal to provide the City with **(15) POINT BLANK AX-SERIES BALLISTIC SYSTEM LEVEL II, AXII BALLISTIC PANELS TO INCLUDE (1) HI-LITE CONCEALABLE CARRIER WITH SSBS SHOULDER SYSTEM AND (1) SOFT TRAUMA PLATE, AND (15) POINT BLANK 7" X 10" MULTICURVE SPEED PLATES, 100%POLYETHYLENE.**

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

**1. MUTUAL AGREEMENT:** It is mutually agreed by and between the parties that the documents consisting of the Invitation to Bid to provide **(15) POINT BLANK AX-SERIES BALLISTIC SYSTEM LEVEL II, AXII BALLISTIC PANELS TO INCLUDE (1) HI-LITE CONCEALABLE CARRIER WITH SSBS SHOULDER SYSTEM AND (1) SOFT TRAUMA PLATE, AND (15) POINT BLANK 7" X 10" MULTICURVE SPEED PLATES, 100%POLYETHYLENE** posted May 17, 2022, and the Vendor's response to the Invitation to Bid, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

**2. WARRANTY:** The City shall be entitled to all full warranty coverages for the stated periods provided by the manufacturer, and Vendor shall supply to the City any and all warranty coverages for each of the purchased items. The products offered shall be standard new equipment, current model or most recent regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Vendor further warrants and represents that components or deliverables specified and furnished by or through the Vendor shall individually, and where specified and furnished as a system, be substantially

uninterrupted or error free in operation and guaranteed against faulty material and workmanship for the warranty period.

**3. TERMS OF PAYMENT:** The City shall pay the Vendor CMP Distributors, Inc. for all of the equipment and services included in ATTACHMENT C – COST PROPOSAL, and shall be payable thirty (30) days after delivery of the equipment.

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

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

**6. INDEPENDENT VENDOR:** The Vendor and the City agree that the Vendor is acting as an independent Vendor with respect to the Vendor's role in providing goods and services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 Vendor 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.

**7. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Vendor 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor 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 Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

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

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

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

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

**A. Workers' Compensation Insurance:**

For Non-Sole Proprietorships: Vendor 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: Vendor 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:** Vendor 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 Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent;

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



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

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

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

**12. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor 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. FAILURE TO PERFORM:** If Vendor 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.

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

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

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

**17. WRITTEN NOTICES:** All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

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

VENDOR  
CMP Distributors, Inc.  
16753 Industrial Parkway  
Lansing, MI 48906  
Attn: Catherine Parks

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

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

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

Vendor

By: Catherine Parks  
Catherine Parks  
Its: President

STATE OF MICHIGAN     )  
                                      ) ss:  
COUNTY OF OAKLAND    )

On this 26 day of May, 2022, before me personally appeared Catherine Parks, who acknowledged that with authority on behalf of CMP Distributors, Inc. to do so he/she signed this Agreement.

Brenda Bogue  
Notary Public

Eaton \_\_\_\_\_ County, Michigan  
Acting in Clinton County, Michigan  
My commission expires: February 4, 2027

**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
Therese Longe, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

M. H. Clemence  
Mark H. Clemence, Police Chief  
(Approved as to substance)

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

**APPROVED:**

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

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

## Attachment A



### INVITATION TO BID POINT BLANK BODY ARMOR 2022

Sealed bids endorsed **"POINT BLANK BODY ARMOR 2022"** will be received by the City of Birmingham, Michigan at the Office of City Clerk, 151 Martin Street, P.O. Box 3001, Birmingham, MI, 48012 until May 31, 2022 at 2:00 p.m., at which time the bids will be publicly opened and read.

**The City of Birmingham, Michigan, is accepting sealed bids from qualified vendors for the purchase of (15) Point Blank AX-Series Ballistic System Level II, AXII Ballistic panels to include (1) Hi-Lite Concealable Carrier, Navy Blue, with SSBS Shoulder System and (1) Soft Trauma Plate. Bids should include pricing for (15) Point Blank 7" x 10" Multicurve Speed Plates, 100% Polyethylene. All proposals must include total shipping costs and estimated delivery date.**

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the Birmingham Police Department. The equipment must be delivered as detailed in accordance with the specifications contained in the Invitation to Bid (ITB).

The City reserves the right to request additional information or clarification from bidders. At the discretion of the City, vendors submitting bids may be requested to provide sample materials or equipment.

Bids must be submitted in a sealed envelope marked **"POINT BLANK BODY ARMOR 2022"**. The date and time of the bid opening must also be marked on the envelope.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed and a written purchase order has been delivered to the successful bidder.

The ITB, 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, ATTN: Ofc. Gina Moody.

Submitted to MITN:	May 17, 2022
Deadline for Submissions:	May 31, 2022 2:00 p.m.
Contact Person:	Ofc. Gina Moody, Services Coordinator Birmingham Police Department P.O. Box 3001, 151 Martin Street Birmingham, MI 48012 Phone: (248) 530-1772 Email: <a href="mailto:gmoody@bhamgov.org">gmoody@bhamgov.org</a>



**INVITATION TO BID**  
**For POINT BLANK BODY ARMOR 2022**

---

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

All information requested of the vendor shall be entered in the appropriate space on the attached form(s). Failure to do so may disqualify the bid.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of the bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

All bids shall be signed by an authorized officer or employee of the bidder.

Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic bids, telephone bids, or facsimile bids will be accepted.

The City of Birmingham is exempt from State of Michigan and federal excise taxes.

All proposals shall include the following information: Vendor 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 the bid.

The City of Birmingham reserves the right:

1. To award bids received on the basis of individual items, or group of items, or on the entire list of items.
2. To reject any and all bids, or any part thereof.
3. To waive any informality in the bids received.
4. To accept the bid that the City Commission shall deem to be in the best interest of City of Birmingham.



## **INVITATION TO BID**

### **For POINT BLANK BODY ARMOR 2022**

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## INTRODUCTION

For purposes of this invitation to bid, the City of Birmingham will hereby be referred to as "City" and the vendor will hereby be referred to as "Vendor."

The City is accepting sealed bids from qualified vendors to provide **(15) Point Blank AX-Series Ballistic System Level II, AXII Ballistic panels to include (1) Hi-Lite Concealable Carrier, Navy Blue, with SSBS Shoulder System and (1) Soft Trauma Plate, and (15) Point Blank 7" x 10" Multicurve Speed Plates, 100% Polyethylene.** The equipment must be delivered as specified in accordance with the specifications outlined by the Scope of Work contained in this Invitation to Bid (ITB).

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 bidders, or to allow corrections of errors or omissions. At the discretion of the City, Vendors submitting bids may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a Vendor will be completed by July 1, 2022. A purchase order will be issued to the selected Vendor following execution of the agreement.

The purpose of this ITB is to request sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **(15) Point Blank AX-Series Ballistic System Level II, AXII Ballistic panels to include (1) Hi-Lite Concealable Carrier, Navy Blue, with SSBS Shoulder System and (1) Soft Trauma Plate, and (15) Point Blank 7" x 10" Multicurve Speed Plates, 100% Polyethylene** per the specifications on the attached sheets.

## INVITATION TO SUBMIT A BID

Proposals shall be submitted no later than May 31, 2022 at 2:00 p.m. to:

City of Birmingham  
Attn: City Clerk  
151 Martin Street  
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The bid should be sealed in an envelope, which shall be clearly marked on the outside, "**POINT BLANK BODY ARMOR 2022**". The date and time of the bid opening must also be marked on the envelope.

Any bid received after the due date cannot be accepted and will be rejected and returned, unopened, to the bidder.

## INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Vendor's Responsibilities).
2. Any request for clarification of this ITB shall be made in writing and delivered to: Ofc. Gina Moody, (248) 530-1772, [gmoody@bhamgov.org](mailto:gmoody@bhamgov.org), City of Birmingham, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All bids must be submitted following the ITB 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 ITB 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 delivery of the equipment pursuant to these documents.
5. **Each respondent shall include in his or her bid, in the format requested, the cost of the equipment.** Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful Vendor with tax exemption information when requested.
6. Each respondent shall include in their bid the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

## **EVALUATION PROCEDURE AND CRITERIA**

An evaluation panel will be established and will consist of City staff and any other person(s) designated by the City. The panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services and equipment as outlined.
2. Related experience with similar projects, vendor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall costs.
5. References.

## **TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all bids 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 Vendor if the successful Vendor 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 Vendors.
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 Vendor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Vendor for services rendered to the time of notice, subject to the contract maximum amount.



4. Any bid may be withdrawn up until the date and time set above for the opening of the proposals. Any bids 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 bid proposal is the responsibility of the Vendor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Vendor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## **VENDOR'S RESPONSIBILITIES**

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

1. Complete and sign all forms requested for completion within this ITB.
  - a. Agreement (Attachment A)
  - b. Bidder's Agreement (Attachment B)
  - c. Cost Proposal (Attachment C)
  - d. Iran Sanctions Act Vendor Certification Form (Attachment D)
2. A description of completed projects that demonstrate the vendor's ability to complete projects of similar scope, size, and purpose, in a timely manner, and within budget.
3. A project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Vendor will be available according to the proposed timeline.
4. The Vendor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. A description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Vendor's proposal.
7. The Vendor will be responsible for obtaining any associated permits at no cost to the Vendor.
8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Vendor will be available according to the proposed timeline.

## **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution processes/limitations. Please refer to paragraph 18 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **INSURANCE**

The successful Vendor is required to procure and maintain certain types of insurances in accordance with paragraph 11 of the Agreement attached as Attachment A.

## **CONTINUATION OF COVERAGE**

The Vendor also agrees to provide all insurance coverages as specified. Upon failure of the Vendor 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, The City shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

## **EXECUTION OF CONTRACT**

All proposals submitted must include a signed Agreement as provided in Attachment A. The Vendor whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties.

## **INDEMNIFICATION**

The successful Vendor shall indemnify the City and various associated persons in accordance with paragraph 10 of the Agreement attached as Attachment A.

## **CONFLICT OF INTEREST**

The successful Vendor is subject to conflict of interest requirements/restrictions in accordance to paragraph 12 of the Agreement attached as Attachment A.

## **EXAMINATION OF BID MATERIALS**

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

## PROJECT TIMELINE

Submitted to MITN: Tuesday, May 17, 2022

Deadline for Submissions: Tuesday, May 31, 2022 at 2:00 p.m.-Bids publicly opened  
151 Martin Street, Birmingham, MI, 48009  
City Commission Room 2<sup>nd</sup> Floor.

Award of Bid: Estimated award by July 1, 2022.

The Vendor will not exceed the timelines established for the completion of this project.

## SCOPE OF WORK

This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

The Vendor shall provide the following equipment and services in accordance with the requirements as defined and noted herein: **POINT BLANK BODY ARMOR 2022**

PROJECT LOCATION: Birmingham, Michigan 48009

1. The City of Birmingham is accepting sealed bids from qualified vendors to provide **(15) Point Blank AX-Series Ballistic System Level II, AXII Ballistic panels to include (1) Hi-Lite Concealable Carrier, Navy Blue, with SSBS Shoulder System and (1) Soft Trauma Plate, and (15) Point Blank 7" x 10" Multicurve Speed Plates, 100% Polyethylene.** The City intends to award one contract to a single vendor.
2. The Vendor shall provide any and all manuals and/or warranty information related to this sale to the City upon delivery of the **POINT BLANK BODY ARMOR.**
3. All bids submitted for the **POINT BLANK BODY ARMOR 2022** must include the following equipment specifications:
  - **(15) POINT BLANK AX-SERIES BALLISTIC SYSTEM LEVEL II, AXII BALLISTIC PANELS TO INCLUDE (1) HI-LITE CONCEALABLE CARRIER, NAVY BLUE, WITH SSBS SHOULDER SYSTEM AND (1) SOFT TRAUMA PLATE, AND (15) POINT BLANK 7" X 10" MULTICURVE SPEED PLATES, 100%POLYETHYLENE.**
  - **INCLUDE ANY APPLICABLE FEES FOR UP TO (4) OFFICER MEASUREMENT FITTINGS TO BE HELD ON SITE (AT THE BIRMINGHAM POLICE DEPARTMENT) ON (2) DAYS. FITTINGS TO BE COMPLETED AT 0700 AND 1900 ON TWO SEPARATE DAYS.**
  - **ALL SHIPPING AND HANDLING COSTS**
  - **ESTIMATED DELIVERY DATE FROM RECEIPT OF PURCHASE ORDER AND COMPLETION OF FITTINGS.**

## **Attachment A**

# **PURCHASE AGREEMENT**

## **For POINT BLANK BODY ARMOR 2022**

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and \_\_\_\_\_, Inc., having its principal office at \_\_\_\_\_ (hereinafter called "Vendor"), provides as follows:

### **WITNESSETH:**

**WHEREAS**, the City desires to purchase **(15) POINT BLANK AX-SERIES BALLISTIC SYSTEM LEVEL II, AXII BALLISTIC PANELS TO INCLUDE (1) HI-LITE CONCEALABLE CARRIER, NAVY BLUE, WITH SSBS SHOULDER SYSTEM AND (1) SOFT TRAUMA PLATE, AND (15) POINT BLANK 7" X 10" MULTICURVE SPEED PLATES, 100%POLYETHYLENE** and has heretofore advertised for bids for the procurement for the purchase of a **(15) POINT BLANK AX-SERIES BALLISTIC SYSTEM LEVEL II, AXII BALLISTIC PANELS TO INCLUDE (1) HI-LITE CONCEALABLE CARRIER WITH SSBS SHOULDER SYSTEM AND (1) SOFT TRAUMA PLATE, AND (15) POINT BLANK 7" X 10" MULTICURVE SPEED PLATES, 100%POLYETHYLENE** and in connection therewith has prepared an Invitation to Bid ("ITB"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Vendor has professional qualifications that meet the project requirements and has provided a cost proposal to provide the City with **(15) POINT BLANK AX-SERIES BALLISTIC SYSTEM LEVEL II, AXII BALLISTIC PANELS TO INCLUDE (1) HI-LITE CONCEALABLE CARRIER WITH SSBS SHOULDER SYSTEM AND (1) SOFT TRAUMA PLATE, AND (15) POINT BLANK 7" X 10" MULTICURVE SPEED PLATES, 100%POLYETHYLENE**.

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

**1. MUTUAL AGREEMENT:** It is mutually agreed by and between the parties that the documents consisting of the Invitation to Bid to provide (15) POINT BLANK AX-SERIES BALLISTIC SYSTEM LEVEL II, AXII BALLISTIC PANELS TO INCLUDE (1) HI-LITE CONCEALABLE CARRIER WITH SSBS SHOULDER SYSTEM AND (1) SOFT TRAUMA PLATE, AND (15) POINT BLANK 7" X 10" MULTICURVE SPEED PLATES, 100%POLYETHYLENE posted May 17, 2022, and the Vendor's response to the Invitation to Bid, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

**2. WARRANTY:** The City shall be entitled to all full warranty coverages for the stated periods provided by the manufacturer, and Vendor shall supply to the City any and all warranty coverages for each of the purchased items. The products offered shall be standard new equipment, current model or most recent regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Vendor further warrants and represents that components or deliverables specified and furnished by or through the Vendor shall individually, and where specified and furnished as a system, be substantially

uninterrupted or error free in operation and guaranteed against faulty material and workmanship for the warranty period.

**3. TERMS OF PAYMENT:** The City shall pay the Vendor \_\_\_\_\_ for all of the equipment and services included in ATTACHMENT C – COST PROPOSAL, and shall be payable thirty (30) days after delivery of the equipment.

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

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

**6. INDEPENDENT VENDOR:** The Vendor and the City agree that the Vendor is acting as an independent Vendor with respect to the Vendor's role in providing goods and services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor 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 Vendor 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 Vendor 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.

**7. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Vendor 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor 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 Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

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

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

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

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Vendor 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: Vendor 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: Vendor 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 Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent;

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

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

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

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

**12. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor 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. FAILURE TO PERFORM:** If Vendor 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.

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

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

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



**17. WRITTEN NOTICES:** All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

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

VENDOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

—

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

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

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

Vendor

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF OAKLAND    )

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

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
Therese Longe, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

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

\_\_\_\_\_  
Mark H. Clemence, Police Chief  
(Approved as to substance)

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

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

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For POINT BLANK BODY ARMOR 2022**

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

1. They have carefully examined the specifications, terms and Agreement of the Invitation to Bid 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.

<b>PREPARED BY (Print Name)</b> Catherine Parks	<b>DATE</b> 5/26/2022
<b>TITLE</b> President	<b>DATE</b> 5/26/2022
<b>AUTHORIZED SIGNATURE</b> 	<b>E-MAIL ADDRESS</b> catherine@cmpdist.com
<b>COMPANY</b> CMP Distributors, Inc.	
<b>ADDRESS</b> 16753 Industrial Parkway Lansing, MI 48906	<b>PHONE</b> 517-721-0970
<b>NAME OF PARENT COMPANY</b> N/A	<b>PHONE</b>
<b>ADDRESS</b>	

**ATTACHMENT C – COST PROPOSAL**  
**For POINT BLANK BODY ARMOR 2022**

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF EQUIPMENT	UNIT PRICE	ITEM TOTAL
1	15	<p>POINT BLANK AX-SERIES BALLISTIC SYSTEM LEVEL II</p> <p>AXII BALLISTIC PANELS TO INCLUDE (1) HI-LITE CONCEALABLE CARRIER, NAVY BLUE, WITH SSBS SHOULDER SYSTEM AND (1) SOFT TRAUMA PLATE</p> <ul style="list-style-type: none"> <li>• WEIGHT .63 (+/-5%) POUNDS PER SQ FT</li> <li>• THICKNESS .17" <ul style="list-style-type: none"> <li>○ BALLISTIC PANEL MATERIALS SHALL BE NEW WITHOUT FLAWS THAT AFFECT APPEARANCE, DURABILITY, AND FUNCTION. PANELS SHALL BE CONSTRUCTED OF A MATRIX OF WOVEN ARAMID AND UD POLYETHYLENE FABRICS.</li> <li>○ BALLISTIC PANEL COVER MATERIAL SHALL BE COVERED IN 100% WELDABLE NYLON 210 D DOUBLE WALL RIPSTOP TPU COATING</li> <li>○ ALL SUBMITTED VESTS SHALL HAVE UNIFORM LAYER COUNT THROUGHOUT THE ENTIRE BALLISTIC PANEL, IF NOT VEST SHALL BE REJECTED</li> </ul> </li> </ul>	\$699.00	\$10,485.00
2	15	<p>POINT BLANK 7" X 10" MULTI CURVE SPEED PLATE, 100% POLYETHYLENE</p> <ul style="list-style-type: none"> <li>• WEIGHT .75LBS</li> <li>• THICKNESS .35"</li> <li>• PROTECTION TYPE LEVEL IIIA</li> <li>• CONFIGURATION-STAND ALONE</li> </ul>	\$120.00	\$1,800.00
3	2-4	<p>CUSTOM MEASUREMENTS TO BE CONDUCTED AT 7 AM AND 7 PM ROLL CALL MEETINGS AT BIRMINGHAM POLICE DEPARTMENT.</p> <p>1 ASSIGNED DAY FOR A AND C PLATOONS</p> <p>1 ASSIGNED DAY FOR B AND D PLATOONS</p>		No additional charge
4	1	<p>TOTAL SHIPPING / HANDLING / DELIVERY CHARGES</p> <p>DELIVERY ADDRESS: 151 MARTIN STREET, BIRMINGHAM, MI 48009</p>		\$150.00
<b>GRAND TOTAL</b>				\$12,435.00

ESTIMATED DELIVERY DATE: 6-8 weeks ARO

BIDDER'S SIGNATURE: Catherine Parks

DATE 5/26/2022

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For POINT BLANK BODY ARMOR 2022**

Pursuant to Michigan law and the Iran Economic Sanctions 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.

<b>PREPARED BY</b> <b>(Print Name)</b> Catherine Parks	<b>DATE</b>  5/26/2022
<b>TITLE</b> President	<b>DATE</b> 5/26/2022
<b>AUTHORIZED SIGNATURE</b> 	<b>E-MAIL ADDRESS</b> catherine@cmpdist.com
<b>COMPANY</b> CMP Distributors, Inc.	
<b>ADDRESS</b> 16753 Industrial Parkway Lansing, MI 48906	<b>PHONE</b> 517-721-0970
<b>NAME OF PARENT COMPANY</b> N/A	<b>PHONE</b>
<b>ADDRESS</b>	
<b>TAXPAYER I.D.#</b> 38-2677687	



POINTB0001

VRAO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2022

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).

<b>PRODUCER</b> License # 0C36861 Boca Raton-Alliant Ins Svc Inc. 2300 Glades Rd Ste 250W Boca Raton, FL 33432	<b>CONTACT NAME:</b> Linda Soler <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Linda.Soler@alliant.com														
<b>INSURED</b>  Point Blank Enterprises, Inc. 2102 SW 2nd St Pompano Beach, FL 33069	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER B : Sentinel Insurance Company Ltd</td><td>11000</td></tr><tr><td>INSURER C : Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER D : Granite State Insurance Company</td><td>23809</td></tr><tr><td>INSURER E : Liberty Insurance Underwriters, Inc</td><td>19917</td></tr><tr><td>INSURER F : AIG Property Casualty Company</td><td>19402</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Sentinel Insurance Company Ltd	11000	INSURER C : Twin City Fire Insurance Company	29459	INSURER D : Granite State Insurance Company	23809	INSURER E : Liberty Insurance Underwriters, Inc	19917	INSURER F : AIG Property Casualty Company	19402
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INSURER F : AIG Property Casualty Company	19402														

## 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			21 CES OF7809	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 EBL AGGREGATE L \$ 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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			21 UEN HN0038 K3	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21 HU ON1756	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 062-49-9327	10/31/2021	10/31/2022	<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
E	Excess Liability			1000376051-03	10/31/2021	10/31/2022	\$15M XS \$10M 15,000,000
F	Workers Compensation			WC 062-49-9328	10/31/2021	10/31/2022	Employers Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Total Umbrella & Excess Liability Limits = \$25M

Evidence of Insurance.

## CERTIFICATE HOLDER

## CANCELLATION

Finance Director, City of Birmingham PO Box 3001 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 
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## MEMORANDUM

(Police Department)

**DATE:** September 21, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Scott A. Grewe, Operations Captain

**SUBJECT:** Recognition of DESIGNCONNECT, as a Non-Profit Organization for the purpose of a State Gaming License

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### INTRODUCTION:

DESIGNCONNECT, 512 Graten Street, Birmingham, MI 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 fundraising 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

### PUBLIC COMMUNICATIONS:

None

### SUMMARY:

In order to hold a fund raising event that requires a State Gaming Commission license, DESIGNCONNECT, 512 Graten Street, Birmingham, MI 48009 must be recognized as a non-profit 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.

ATTACHMENTS:

1. Charitable Gaming Division – Qualification Information Form
2. Internal Revenue Service (IRS) Letter of exempt status under 501(c)(3)
3. Michigan Department of Licensing and Regulatory Affairs (LARA) Articles of Incorporation for DESIGNCONNECT

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution recognizing DESIGNCONNECT, 512 Graten Street, Birmingham, MI 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 Qualification Information Form, forwarding it to the Charitable Gaming Division, Lansing, Michigan.



## 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 <b>DESIGNCONNECT</b>			
Organization Physical Street Address <b>512 Graten</b>			
City <b>Birmingham</b>	State <b>MI</b>	Zip Code <b>48009</b>	County <b>Oakland</b>
Organization Mailing Address <b>512 Graten</b>			<input checked="" type="checkbox"/> Same as Physical Address
City <b>Birmingham</b>	State <b>MI</b>	Zip Code <b>48009</b>	County <b>Oakland</b>
Organization Telephone Number <b>248-881-2339</b>			

### 2. ORGANIZATION PURPOSE

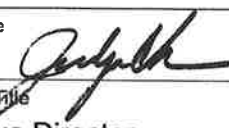
Briefly describe the purpose of your organization.

**To provide career pathways in creative design for Detroit students through experiential learning, mentoring and financial assistance.**

### 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 <b>Jocelyn</b>		Last Name <b>Chen</b>		Position/Role with Organization <b>Executive Director</b>	
Mailing Address <b>512 Graten</b>				City <b>Birmingham</b>	
State <b>MI</b>	Zip Code <b>48009</b>	Telephone Number (Day) <b>248-881-2339</b>	Telephone Number (Evening) <b>248-881-2339</b>		
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 				Date <b>9/9/2022</b>	
Print Authorized Contact Name and Title <b>Jocelyn Chen, Executive Director</b>					

### 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.





## LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

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If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c) OR copies of one bank statement per year for the previous five years, excluding the current year.
4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert to the benefit of the local government or another nonprofit organization.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

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Act 382 of the Public Acts of 1972, as amended, defines "A local civic organization in this state that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property must revert to the benefit of the local governmental subdivision that granted the resolution or another nonprofit organization on dissolution of the organization."



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)

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 06 2018

DESIGNCONNECT  
512 GRATEN  
BIRMINGHAM, MI 48009-0000

Employer Identification Number:  
82-5370536  
DLN:  
26053549007218  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
April 24, 2018  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.


If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

DESIGNCONNECT

Sincerely,

A handwritten signature in cursive script, appearing to read "Stephen A. Martin".

Director, Exempt Organizations  
Rulings and Agreements

Letter 947

**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

**ARTICLES OF INCORPORATION**

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is:

DESIGNCONNECT

**ARTICLE II**

The purpose or purposes for which the corporation is formed are:

A non-profit aimed at providing a cross-corporation, non-competitive and open platform to engage and connect professional designers and students in the metro Detroit area, and beyond, for the purpose of maximizing creativity, promoting inclusive design development, and shaping design education through activities, including, but not limited to:

1) Networking and educational events featuring design educators and practitioners. 2) Art shows to showcase unique and inventive artistic creativity for inspirational purposes and to promote cross-pollination of design ideas. 3) Establish scholarship for college design students. 4) Establish mentoring program for educational and professional development.

**ARTICLE III**

The Corporation is formed upon  basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

None

The description and value of its personal property assets are (if none, insert "none"):

None

The corporation is to be financed under the following general plan:

The corporation is to be financed under the following general plan: contributions from individuals and organizations, revenue from activities related to its exempt purposes, and other sources that may be available.

The Corporation is formed on a  basis.

**ARTICLE IV**

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JOCELYN CHEN

2. Street Address: 512 GRATEN

Apt/Suite/Other:

City: BIRMINGHAM

State: MI

Zip Code: 48009

3. Registered Office Mailing Address:

P.O. Box or Street Address: 512 GRATEN

Apt/Suite/Other:

City: BIRMINGHAM  
State: MI

Zip Code: 48009

**ARTICLE V**

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
JOCELYN CHEN	512 GRATEN BIRMINGHAM, MI 48009 USA

Signed this 23rd Day of April, 2018 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Jocelyn Chen	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☐ Accept

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** ARTICLES OF INCORPORATION

***for***

DESIGNCONNECT

***ID Number:*** 802188460

***received by electronic transmission on*** April 23, 2018 ***, is hereby endorsed.***

***Filed on*** April 24, 2018 ***, by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 24th day of April, 2018.***

***Julia Dale, Director***

***Corporations, Securities & Commercial Licensing Bureau***





## MEMORANDUM

Police Department

**DATE:** September 22, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Chris Koch, Investigative Captain

**SUBJECT:** Essco of Birmingham, LLC Requests a Transfer of Ownership in Escrowed 2022 Class C & SDM License to Zana Hospitality, LLC; New Sunday Sales Permit (AM); New Sunday Sales Permit (PM) for the Class C-Spirits and Mixed Spirit Drink; New Sunday Sales Permit (PM) for the SDM License - Mixed Spirit Drink; New Catering Permit; New Outdoor Service Area; New Dance - Entertainment Permit, Located at 210 South Old Woodward Ave, Suite 100, Birmingham, Oakland County, Michigan.

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### INTRODUCTION:

The police department has received a request from the Law Offices of Joseph Shallal, attorney at law, for a transfer of ownership in the escrowed Class C & SDM License from Essco of Birmingham, LLC at 210 S. Old Woodward, Suite 100, Birmingham, Oakland County, Michigan to Zana Hospitality, LLC. Additionally, Zana Hospitality, LLC also requests a new Sunday Sales Permit (AM), New Sunday Sales Permit (PM) for the Class C – Spirits and Mixed Spirit Drink (PM), New Sunday Sales Permit (PM) for the SDM License – Mixed Spirit Drink, a new Catering Permit, a new Outdoor Service Area and a new Dance-Entertainment Permit. The Michigan Liquor Control Commission has conditionally approved the above listed transfer of ownership. Zana Hospitality, LLC has paid the initial fee of \$1500.00 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code. Zana Hospitality, LLC is owned 100% by Zana Management, LLC. Zana Management, LLC has James Esshaki and Robert Lulgjuraj as its elected managers. Zana Management, LLC is owned by four members:

<u>Members</u>	<u>Membership</u>
James Esshaki	40%
Marjan Camaj	25%
Robert Lulgjuraj	25%
Xhonkarlo Prenci	10%

## BACKGROUND:

Zana Hospitality, LLC has four members: James Esshaki, Marjan Camaj, Robert Lulgjuraj and Xhonkarlo Prenci. James Esshaki has supplied the funds for this acquisition and property build out from his personal bank account. The police department verified sufficient funds for this project contained within Mr. Esshaki's personal accounts (Chase Bank/Charles Schwab). Zana Hospitality, LLC is leasing the property from the property owner, Essco of Birmingham, LLC. The hours of operation are scheduled to be from 11:30 AM to 11:00 PM, Tuesday through Thursday and on Sunday. On Fridays and Saturdays, the hours of operation are scheduled to be from 11:30 AM to Midnight. Total capacity of the restaurant is 244. The tenant space will contain a 114-seat restaurant in the front space of the property and a 130-seat banquet facility located in the rear of the property.

The Special Land Use Permit (SLUP) and Final Site Plan and Design Review went before the Planning Board on September 23, 2022. The Planning Board voted 6-0 to approve the SLUP and Final Site Plan and Design Review (minutes attached). The SLUP and Final Site Plan and Design Review went before the City Commission on October 25, 2021. The City Commission voted to approve the SLUP and Final Site Plan and Design Review by a vote of 7-0 (minutes attached).

Background checks were completed on all four members of Zana Hospitality, LLC using the Law Enforcement Information Network (LEIN), the Court's Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLIN) FBI N-DEX national database. No negative information was uncovered.

Mr. Esshaki is a long time property owner in the City of Birmingham and has owned and operated major retail properties as well as being in the retail food business for more than twenty years. Mr. Esshaki currently owns and operates Essco of Birmingham, LLC. Mr. Esshaki has owned several liquor licenses, but has never been an operator of any.

Mr. Camaj is part-owner/operator of Tallulah Restaurant in Birmingham since 2010. Mr. Camaj has worked in the restaurant business industry for twenty-one years. Since 2010, Tallulah, LLC has received (3) Michigan Liquor Control Commission (MLCC) License Violations:

1. 2016 failure to report server training
2. 2018 sale to a minor
3. 2018 sale to a minor

All of these violations were resolved and Tallulah, LLC has put safeguards in place to prevent future violations from occurring.

Mr. Lulgjuraj is the owner/operator of Ciao Restaurant in West Bloomfield (2019) and Ciao Restaurant in Fenton since 2009. Mr. Lulgjuraj has received (2) MLCC violations:

1. 2018 failure to report server training (Ciao Restaurant in West Bloomfield)
2. 2019 failure to report server training (Ciao Restaurant in Brighton)

These two violations were resolved at each location and Ciao Restaurants have put safeguards in place to prevent future violations from occurring.

Finally, Mr. Prenci has worked at Tallulah Restaurant in Birmingham since 2010 and has no previous liquor license ownership in his past.

#### LEGAL REVIEW:

The City Attorney has reviewed and approved the Special Land Use Permit (SLUP) between the City and Zana Hospitality, LLC.

#### FISCAL IMPACT:

\$1,500.00 liquor license application fee received.

#### PUBLIC COMMUNICATIONS:

Non-applicable

#### SUMMARY:

Essco of Birmingham, LLC is requesting a transfer of ownership in the escrowed Class C & SDM located at 210 S. Old Woodward, Suite 100, Birmingham, Oakland County, Michigan to Zana Hospitality, LLC. Additionally, Zana Hospitality, LLC also requests a new Sunday Sales Permit (AM), New Sunday Sales Permit (PM) for the Class C – Spirits and Mixed Spirit Drink (PM), New Sunday Sales Permit (PM) for the SDM License – Mixed Spirit Drink, a New Catering Permit, a New Outdoor Service Area and a New Dance-Entertainment Permit. Zana Hospitality, LLC is owned 100% by Zana Management, LLC. Zana Management, LLC is owned by four members: James Esshaki, Marjan Camaj, Robert Lulgjuraj and Xhonkarlo Prenci. Background checks were completed on all four members of Zana Hospitality, LLC and no negative information was uncovered. The City Commission previously approved the SLUP, Final Site Plan and Design Review. The police department has not uncovered any information that would give cause to deny the applicant's request.

#### ATTACHMENTS:

1. Birmingham Planning Board minutes from September 23, 2021
2. Birmingham City Commission minutes from October 25, 2021

#### SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the request of Essco of Birmingham, LLC to transfer ownership in the escrowed Class C & SDM License located at 210 S. Old Woodward, Suite 100, Birmingham, Oakland County, Michigan to Zana Hospitality, LLC. Additionally, Zana Hospitality, LLC also requests a new Sunday Sales Permit (AM), New Sunday Sales Permit (PM) for the Class C – Spirits and Mixed Spirit Drink (PM), New Sunday Sales Permit (PM) for the SDM License – Mixed Spirit Drink, a New Catering Permit, a New Outdoor Service Area and a New Dance-Entertainment Permit.

Furthermore, to authorize the City Clerk to complete the Local Approval Notice at the request of Essco of Birmingham, LLC to transfer ownership in the escrowed Class C & SDM License located at 210 S. Old Woodward, Suite 100, Birmingham, Oakland County, Michigan to Zana Hospitality, LLC. Additionally, Zana Hospitality, LLC also requests a new Sunday Sales Permit (AM), New Sunday Sales Permit (PM) for the Class C – Spirits and Mixed Spirit Drink (PM), New Sunday Sales Permit (PM) for the SDM License – Mixed Spirit Drink, a New Catering Permit, a New Outdoor Service Area and a New Dance-Entertainment Permit.

**City Of Birmingham**  
**Regular Meeting Of The Planning Board**  
**Wednesday, September 23, 2021**  
City Commission Room  
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on September 23, 2021. Vice-Chair Williams convened the meeting at 7:30 p.m.

**A. Roll Call**

**Present:** Vice-Chair Bryan Williams; Board Members Robin Boyle Stuart Jeffares, Daniel Share, Janelle Whipple-Boyce; Alternate Board Member Jason Emerine

**Absent:** Chair Scott Clein; Board Member Bert Koseck; Alternate Board Member Nasseem Ramin; Student Representatives Daniel Murphy, Jane Wineman

**Administration:** Jana Ecker, Assistant City Manager ("ACM")  
Nick Dupuis, Planning Director ("PD")  
Brooks Cowan, Senior Planner ("SP")  
Laura Eichenhorn, City Transcriptionist

**F&V:** Julie Kroll

**09-140-21**

**B. Approval Of The Minutes Of The Regular Planning Board Meeting of September 9, 2021**

Mr. Share said on page three that 'street lines' should be changed to 'street lights'.

**Motion by Mr. Share**

**Seconded by Ms. Whipple-Boyce to approve the minutes of the Regular Planning Board Meeting of September 9, 2021 as amended.**

**Motion carried, 4-0.**

VOICE VOTE

Yeas: Share, Williams, Whipple-Boyce, Jeffares

Nays: None

Abstain: Boyle, Emerine

**09-141-21**

**C. Chair's Comments**

Vice-Chair Williams welcomed everyone to the meeting and reviewed the meeting's procedures.

**F. Rezoning Applications**

None.

**09-145-21**

**G. Community Impact Studies**

None.

**09-146-21**

**H. Special Land Use Permit and Final Site Plan and Design Review**

**1. 210 S. Old Woodward – Zana** – Request for a Special Land Use Permit for a new food and drink establishment with alcoholic beverage sales for on premise consumption and request for Final Site Plan and Design Review for interior/exterior changes for a new restaurant.

PD Dupuis presented the item.

John Gardner, architect, Joseph Shallal, attorney, Mario Carmaj, owner, James Esshaki, building owner, Robert White, lighting designer, and Sabrina Buchanan, interior designer, were present on behalf of the application.

Mr. Camaj stated he intended the restaurant and kitchen to be open 11:30 a.m. every day, and until 11 p.m. on weekdays and 12 a.m. on weekends. He said that he may discuss a valet share with the Daxton but that was yet to be determined.

Ms. Whipple-Boyce said she the open front of the restaurant was one of the location's best features, and asked why Mr. Camaj was enclosing the space.

In reply to Ms. Whipple-Boyce, Mr. Camaj explained that the second kitchen would take up some of the former patio. Consequently, he said he wanted to maximize the amount of space that could be used year-round, hence the addition of the NanaWall. He said the NanaWall would be open whenever weather permits. He also stated that he did not have any plans to use the alley between Zana and the Daxton.

Mr. Jeffares recommended adding a second NanaWall to allow for cross ventilation.

Mr. Camaj stated that Zana would provide food and drink, or just drink, for any events using Zana's banquet space.

In reply to Mr. Boyle, Mr. Camaj confirmed that appropriate steps would be taken to ensure the rear of Zana remains safe.

Since the new mechanicals would have the same footprint as the present mechanicals the Board concurred there was no need to add screening.

**Motion by Mr. Share**

**Seconded by Mr. Boyle to recommend approval to the City Commission for the Final Site Plan & Design Review for 210 S. Old Woodward – Zana – with the following conditions:**

- 1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance;**
- 2. The Planning Board approves the proposed 64% glazing citing Article 4, Section 4.90 (E) of the Zoning Ordinance;**
- 3. The Planning Board approves the projections into the S. Old Woodward right-of-way; and,**
- 4. The applicant must comply with the requests of all City Departments.**

**Motion carried, 6-0.**

**ROLL CALL VOTE**

Yeas: Share, Boyle, Whipple-Boyce, Emerine, Williams, Jeffares

Nays: None

**Motion by Mr. Share**

**Seconded by Ms. Whipple-Boyce to recommend approval to the City Commission for the Final Site Plan & Design Review for 210 S. Old Woodward – Zana – subject to the conditions of Final Site Plan & Design Review approval:**

- 1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance;**
- 2. The Planning Board approves the proposed 64% glazing citing Article 4, Section 4.90 (E) of the Zoning Ordinance;**
- 3. The Planning Board approves the projections into the S. Old Woodward right-of-way; and,**
- 4. The applicant must comply with the requests of all City Departments.**

**Motion carried, 6-0.**

**ROLL CALL VOTE**

Yeas: Share, Whipple-Boyce, Emerine, Williams, Jeffares, Boyle

Nays: None

**09-147-21**

**I. Study Sessions**

**1. Wall Art**

## **Birmingham City Commission Minutes**

**October 25, 2021**

**7:30 p.m.**

**Municipal Building, 151 Martin**

**Vimeo Link: <https://vimeo.com/event/3470/videos/629619770/>**

### **I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

### **II. ROLL CALL**

Alexandria Bingham, City Clerk, 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 Markus, City Clerk Bingham, Assistant City Manager Ecker, Finance Director Gerber, City Attorney Kucharek, Consulting City Engineer Surhigh, Deputy Treasurer Todd

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

- COVID-19 cases remain high in Michigan, and Oakland County continues to be at a high level of community transmission. As a result, the CDC recommends vaccinated and unvaccinated individuals wear a facemask indoors while in public. The City requires masks in City Hall for all employees, board and commission members, and the public.
- The City Clerk's office encourages voters wishing to vote absentee for the November 2, 2021 election to return their absentee ballot applications and ballots as soon as possible.
- Precinct 6 Voters are reminded that their new polling location is the Baldwin Public Library, all precinct 6 voters should have received a post card reminder about their new polling location. Meter spaces on Merrill Street in front of the library's main entrance will be reserved for voters to use on Election Day.
- The City Clerk's Office will be open on Saturday, October 30, 2021 from 8am-4pm for your last minute absentee voting needs. The deadline to request and absentee ballot by mail is 5pm Friday, October 29<sup>th</sup>. The deadline to obtain an absentee ballot in person at the City Clerk's Office is no later than 4pm on November 1<sup>st</sup>.
- If you need to register to vote or update your voter registration all registration actions must take place in person at the City Clerk's office from now through Election Day.

Commissioner Hoff  
Commissioner Nickita  
Mayor Boutros  
Commissioner Host

Nays, None

**VI. UNFINISHED BUSINESS**

**VII. NEW BUSINESS**

**10-271-21 Public Hearing - 34977 Woodward – Hazel's – Special Land Use Permit Amendment, Final Site Plan & Design Review**

The Mayor opened the public hearing at 7:55 p.m.

PD Dupuis presented the item.

Beth Hussey, owner, was present on behalf of the request.

Commissioner Baller said he wanted to make a comment about Ms. Hussey separate from the request at hand. He praised Ms. Hussey for her participation in the Great Decorate, a holiday tree decorating contest to raise awareness and funds for local foster teens aging-out of the foster care system. He encouraged members of the community to look into the Great Decorate for more information.

Ms. Hussey thanked Commissioner Baller.

In reply to Commission inquiry, Ms. Hussey stated she wanted to change the name because most customers refer to restaurant as Hazel's despite the presently longer name. She noted the concept was slightly changing, so now seemed like an appropriate time to pursue a name change.

The Mayor closed the public hearing at 7:58 p.m.

**MOTION:** Motion by Commissioner Baller, seconded by Mayor Pro Tem Longe:  
To approve the Special Land Use Permit Amendment at 34977 Woodward – Hazel's – to allow a name change from "Hazel, Ravines & Downtown" to "Hazel's".

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

Nays, None

**10-272-21 Public Hearing - 210 S. Old Woodward – Zana – Special Land Use Permit, Final Site Plan & Design Review**

The Mayor opened the public hearing at 7:59 p.m.



PD Dupuis reviewed the item.

Owner Mario Camaj and property owner James Esshaki spoke on behalf of the request.

Mr. Camaj confirmed for Commissioner Hoff that the Engineering Department's comments would be complied with.

Mr. Esshaki confirmed for Commissioner Hoff that the Fire Department's comments would be complied with.

PD Dupuis explained to Commissioner Host that there were no parking calculations since the lot is located in the former Parking Assessment District.

In reply to Commissioner Nickita, PD Dupuis explained that with the proposed changes the formerly open patio area would now be considered indoor dining.

#### Public Comment

Anthony Long spoke in favor of the application.

The Mayor closed the public hearing at 8:11 p.m.

#### **MOTION:**

Motion by Commissioner Hoff, seconded by Commissioner Baller:

To approve the Special Land Use Permit, Final Site Plan and Design Review application for 210 S. Old Woodward – Zana – to allow the addition of a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations.

The Mayor thanked Messrs. Camaj and Esshaki for their continued investment in Birmingham.

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

Nays,   None

#### **10-273-21   Public Hearing - Confirming Special Assessment District Roll #893S and Special Assessment District Roll #893W Lakeview Ave Project #2-20 (P), Water & Sewer Laterals**

The Mayor opened the public hearing at 8:12 p.m.

DT Todd presented the item.

Seeing no question or comment from either Commission or the public, the Mayor closed the public hearing at 8:14 p.m.



## MEMORANDUM

City Manager's Office

**DATE:** September 26, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Melissa Fairbairn, Assistant to the City Manager

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

---

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

The Michigan Municipal League Liability and Property Pool is holding an election for this year's Board of Directors. One of the Board's incumbent Directors has agreed to seek re-election and one appointee is seeking election. A brief biographical sketch of each of the candidates is attached for your review. They are:

Jean Stegeman, Mayor, City of Menominee  
Brenda Stumbo, Supervisor, Charter Township of Ypsilanti

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

### SUGGESTED COMMISSION ACTION:

To authorize the City Manager to cast a vote, on the City's behalf, for the two candidates for the Michigan Municipal League Liability and Property Pool Board of Directors for three-year terms, beginning January 1, 2023.

**To:** Members of the MML Liability & Property Pool  
**From:** Michael J. Forster, Fund Administrator  
**Date:** September 12, 2022  
**Subject:** Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. One (1) incumbent Director has agreed to seek re-election and one (1) appointee is seeking election to her first term. You also may write in one or more candidates if you wish.

A brief biographical sketch of the candidates is provided for your review.

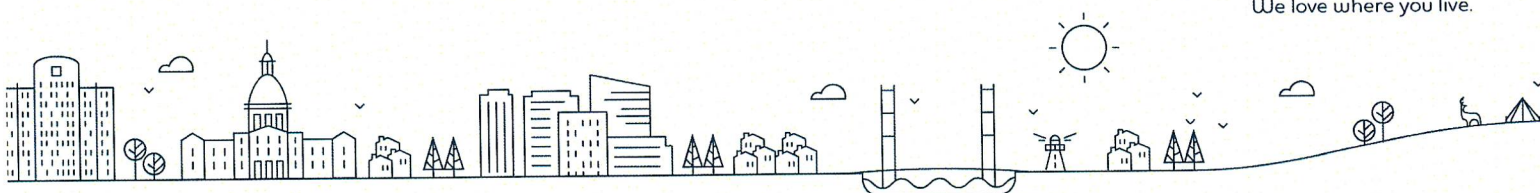
I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 5. You may also submit your ballot online by going to [www.mml.org](http://www.mml.org). Click on *Insurance*, then *Liability & Property Pool*; the link to the ballot form is in the yellow banner.

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

Sincerely,



Michael J. Forster  
Pool Administrator  
[mforster@mml.org](mailto:mforster@mml.org)



We love where you live.



## THE CANDIDATES

### Three-year terms beginning January 1, 2023



*Jean Stegeman, Mayor, City of Menominee*

Jean has more than ten years of experience as a municipal official, currently serving as Mayor in the City of Menominee. She was a member of and served as chair of the Menominee planning commission for several years prior to becoming mayor. She is also active in several local civic organizations. Jean is seeking re-election to her fourth term as director.



*Brenda Stumbo, Supervisor, Charter Township of Ypsilanti*

Brenda has been an elected public servant for more than 34 years and has been Ypsilanti Township's Supervisor since 2008. She previously served as the township's Clerk from 1992-98 and on its Board of Trustees from 1988-92. Brenda has also served on the Planning Commission, Zoning Board of Appeals, Ypsilanti Community Utilities Authority Board, Ann Arbor Spark, Destination Ann Arbor, Local Development Finance Authority Committee, and the Washtenaw Urban Executive Committee. Brenda also volunteers for many community events and attends Neighborhood Watch meetings regularly. Brenda has been a Ypsilanti Township resident since the age of five. She completed her bachelor's degree at Central Michigan University, majoring in Parks and Recreation. Brenda seeks election to her first term as director.

Michigan Municipal League  
Liability & Property Pool

OFFICIAL BALLOT - 2022

Vote for two Directors by marking the line to the left of the name for three-year terms beginning January 1, 2023.

\_\_\_\_ **Jean Stegeman, Incumbent**  
Mayor, City of Menominee

\_\_\_\_ **Brenda Stumbo, Appointee**  
Supervisor, Charter Township of Ypsilanti

---

Write-in Candidate

I hereby certify that:

---

(Municipality/Agency)

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

---

Official Signature

Date:

Ballot deadline:  
November 3, 2022



## **MEMORANDUM**

Birmingham Shopping District

**DATE:** September 27, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Jana L. Ecker, Interim Executive Director, Birmingham Shopping District

**SUBJECT:** Set Public Hearing Dates for BSD Special Assessment

---

### **INTRODUCTION:**

The four-year special assessment for the Birmingham Shopping District ("BSD") is in its final year and will require renewal for continuation of the district.

### **BACKGROUND:**

At the October 6, 2022 BSD Board meeting, it is anticipated that the BSD board will pass a resolution requesting that the City Commission set dates for a Public Hearing of Necessity for October 24, 2022 and a Public Hearing of Confirmation of Assessment Rolls for November 14, 2022 for the Birmingham Shopping District. At the hearings, the City Commission will consider continuation of the Birmingham Shopping District Special Assessment for a four-year period.

This year, the BSD is requesting a small rate increase for another four year period, based on a thorough budget analysis performed by the BSD Executive Committee. The Executive Committee examined the BSD's funding obligations and upcoming construction projects over the next four years, and considered the current rate of inflation and rising costs.

### **LEGAL REVIEW:**

Chapter 94, Special Assessments, of the Birmingham City Code outlines the process by which a special assessment is to be conducted in the City of Birmingham. The BSD special assessment will follow the prescribed City Code procedure. Legal counsel provided guidance to the BSD board during its evaluation of the assessment rate proposal.

### **FISCAL IMPACT:**

The BSD assessment is the BSD's primary funding source. The special assessment applies only to commercial properties within District 1 and 1A of the BSD, as shown on the attached map.

### **PUBLIC COMMUNICATIONS:**

Public meetings discussing the renewal of the four year special assessment for the BSD have been conducted by the BSD Board and the BSD Executive Committee over the past two months,

and the public was invited to comment. Prior to the public hearings of necessity and confirmation of the roll, notices will go out to all property owners within the district via first class mail to allow for public comment at the hearings. Newspaper ads will also be placed in a newspaper of local circulation prior to each of the proposed public hearings at the City Commission.

**SUMMARY:**

The BSD recommends that the City Commission set dates for a Public Hearing of Necessity for a Special Assessment District on October 24, 2022, followed by a Public Hearing of Confirmation of the Roll on November 14, 2022 to renew the BSD assessment.

**ATTACHMENTS:**

- BSD District Map

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to set the Public Hearing of Necessity for the Birmingham Shopping District on Monday, October 24, 2022;

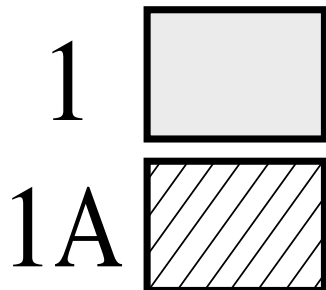
AND

If necessity is determined on October 24, 2022, to set the Public Hearing to Confirm the Assessment Roll for the Birmingham Shopping District on November 14, 2022.

# Birmingham Shopping District Assessment Area

## DOWNTOWN BIRMINGHAM PARKING STRUCTURES

1. Chester Street
2. North Woodward
3. Park Street
4. Peabody Street
5. Pierce Street







## MEMORANDUM

Planning Division

**DATE:** October 3, 2022

**TO:** Thomas Markus, City Manager

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Set Public Hearing for 100 Townsend – Townsend Hotel – Special Land Use Permit Amendment (Ownership Change)

---

### INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit Amendment application to transfer ownership of the Townsend Hotel from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC. The transfer of ownership does not include any interior or exterior renovations.

### BACKGROUND:

There is no background for this agenda item.

### LEGAL REVIEW:

The City Attorney has reviewed this request and resolution and has no objections as to form and content.

### FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

### PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Amendment reviews, a legal ad will be placed in a newspaper of local circulation to advertise the nature of the request in advance of the November 14, 2022 public hearing at the City Commission, and notices will be sent out to all property owners and tenants within 300 ft. of the property.

### SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of November 14, 2022 to consider the Special Land Use Permit Amendment application for 100 Townsend – Townsend Hotel.

### ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Application & Supporting Documents

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to set a public hearing date of November 14, 2022 to consider the Special Land Use Permit Amendment application for 100 Townsend – Townsend Hotel – to allow the transfer of ownership and the existing Special Land Use Permit from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC.

**Townsend Hotel**  
100 Townsend  
Special Land Use Permit 2022

WHEREAS, A Special Land Use Permit application Amendment was filed in September 2022 for approval of a transfer of ownership and the existing Special Land Use Permit from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the north side of Townsend, east of Henrietta and West of Pierce;

WHEREAS, The land is zoned B4, which permits the operation of food and drink establishments serving alcoholic beverages for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit Amendment to be considered and acted upon by the Birmingham City Commission;

WHEREAS, The Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to premises or the operations of the Townsend Hotel;

WHEREAS, The Birmingham City Commission has reviewed the Townsend Hotel'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 the Townsend Hotel's application for a Special Land Use Permit, Amendment at 100 Townsend is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. The Townsend Hotel shall abide by all provisions of the Birmingham City Code; and
2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, the Townsend Hotel 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 the Townsend Hotel to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that the Townsend Hotel is recommended for the transfer of ownership and the existing Special Land Use Permit from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on November 14, 2022.

---

**Alexandria Bingham**  
**City Clerk**



LAW OFFICES

**ADKISON, NEED, ALLEN, & RENTROP**

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN  
JESSICA A. HALLMARK  
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www.ANAfirm.com

OF COUNSEL:

PHILLIP G. ADKISON  
KEVIN M. CHUDLER  
KATHERINE A.  
TOMASIK

September 14, 2022

Nicholas J. Dupuis  
Planning Director  
City of Birmingham  
151 Martin Street  
Birmingham, MI

**Re:** The Townsend Hotel Change of Ownership/Amendment to Special Land Use Permit

Dear Mr. Dupuis:

Our firm represents BHIP Townsend Hotel, LLC ("BHIP"). BHIP is purchasing the Townsend Hotel. Therefore, we are requesting the current Special Land Use Permit be amended as to the ownership of the Hotel, only.

There will be no changes to the site plan, layout or concept of the Townsend Hotel.

Enclosed are the following:

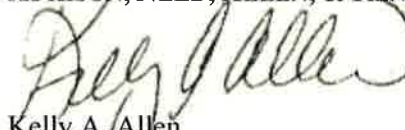
1. Special Land Use Permit Application;
2. Approved site plan;
3. Letter of Consent from current property owner, David Sillman; and
4. Check in the amount of \$200.00.

We are also filing the required application with the Police Department today. Please let me know if you require anything further.

Thank you for your assistance.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/kaa

**Townsend Hotel - Rugby Grill Exterior Dining  
HDC & SLUP Review  
100 Townsend Street / Birmingham, Michigan**



**Zoning**

- Zoning = B4
- Downtown Overlay District = B4
- Part of Downtown Birmingham Parking Assessment District
- South Park Historic District

**Legal Description**  
See Site Plan - Sheet S-1

## Sheet Schedule

ARCHITECTURAL	
0	TITLE SHEET, INDEX, AND ZONING INFORMATION
10	ED 100 SURVEY
20	ED 200 SITE PLAN, LOCATION, AND SITE INFORMATION
30	ED 300 GROUND FLOOR PLAN + TECHNICAL DETAILS
40	ED 400 EXTERIOR ELEVATIONS
50	ED 500 PLAN + ELEVATION DETAILS
60	ED 600 PLANTING, OUTDOOR PLANTS, AND PLANTING DETAILS

# HISTORIC DISTRICT COMMISSION & SPECIAL LAND USE PLANNING REVIEW

Project Number -018-2021

Zoning Information

Building Area / Building Criteria

[illegible]

project  
THE TOWNSEND HOTEL  
Rugby Grill  
Exterior Dining

100 Townsend Street  
Birmingham, Michigan

PROJECT NUMBER:  
018-2021

chart number:  
**SD-1.00**





# HDC - SLUP REVIEW



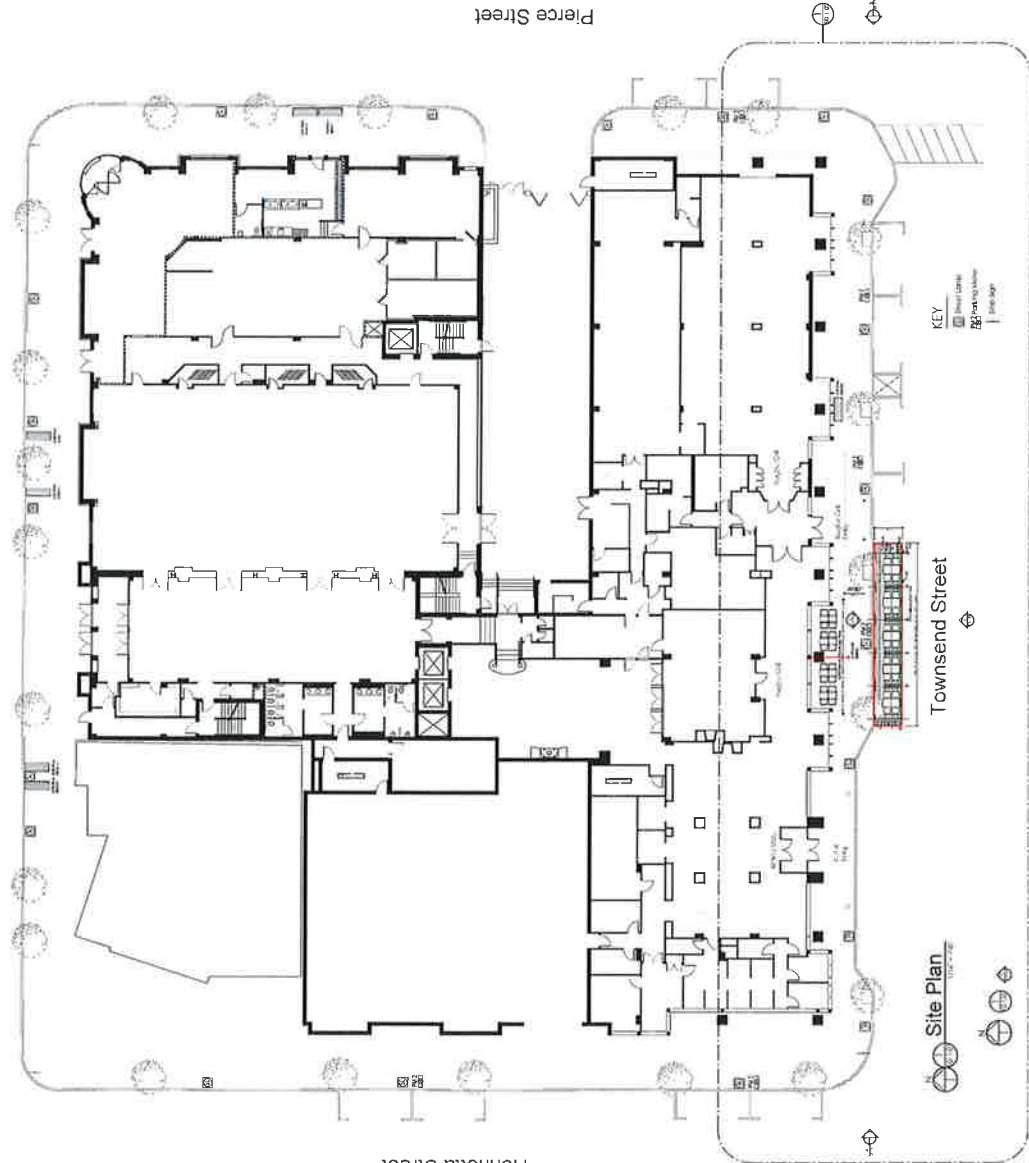
Location Map



Adjacent Properties

- 1. Municipal Building / City Hall
- 2. Birmingham Museum of Art
- 3. Morgan Library & Museum
- 4. Bank of America
- 5. Amway Center
- 6. Chase Bank
- 7. Chase Bank
- 8. Chase Bank
- 9. Chase Bank
- 10. Chase Bank

Merrill Street



Townsend Street





[illegible]

50' O.A. Length

**South Elevation**  
**Outdoor Dining**

# 5S

North Elevation  
Outdoor Dining  
(View from Sidewalk Sit)

Proposed Outdoor Dining 50'-0" O.A. Length

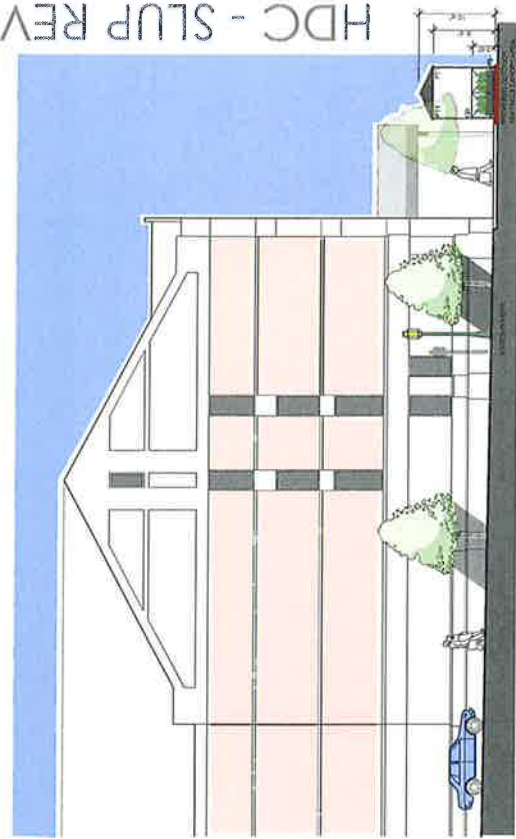
— 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674,

North Elevation  
Outdoor Dining  
(View from Sidewalk Side)

Partial East Elevation  
Outdoor Dining

Partial West Elevation  
Outdoor Dining

## HDC - SLUP REVIEW



Jackmanbach27legelman@cardnet  
A r o h i t e c t s

and  
 ... ..

148

HDC - SLUP REVIEW

### Plan Detail & South Elevation

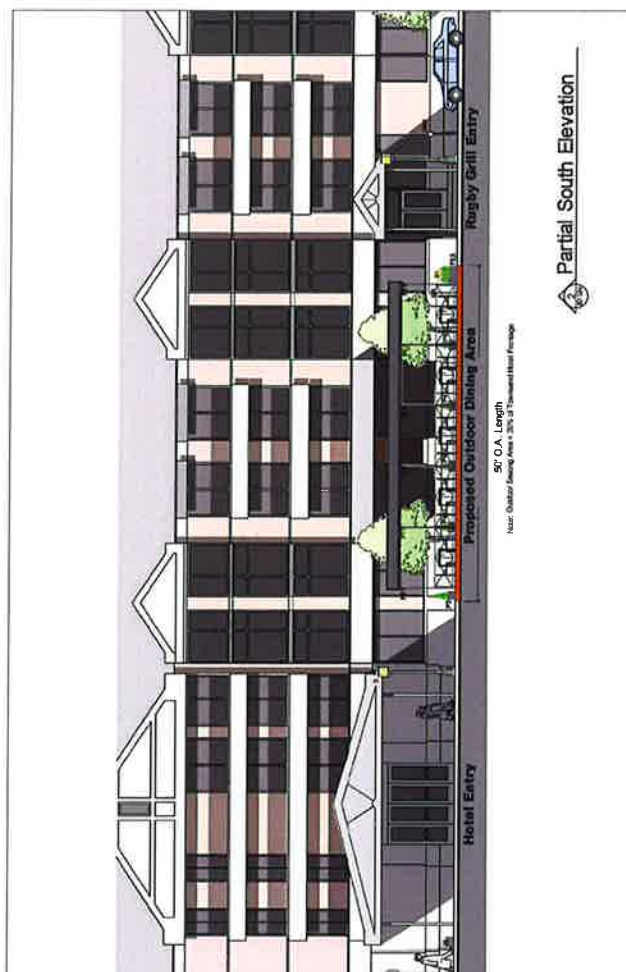
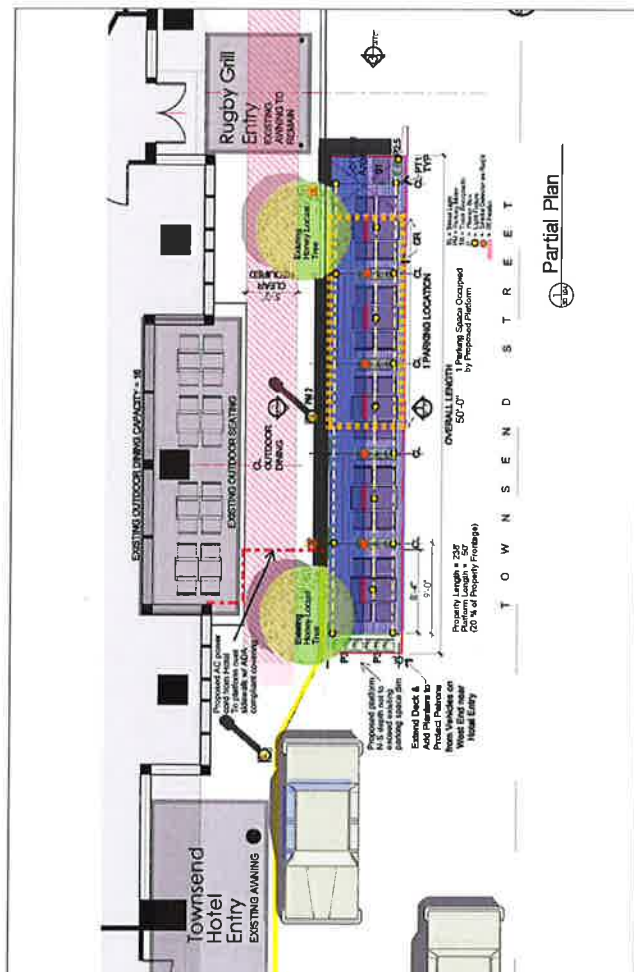
THE TOWNSEND HOTEL  
Rugby Grill  
—  
Exterior Dining

project address  
100 Townsend Street  
Birmingham, Michigan

project number:  
018-2021

sheet number.

SD-1.04







September 14, 2022

Nicholas J. Dupuis  
Planning Director  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48009

RE: The Townsend Hotel  
100 Townsend Street  
Special Land Use Amendment

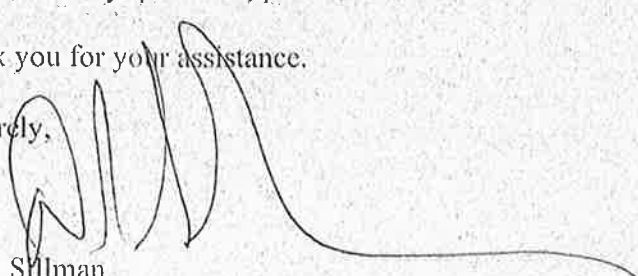
Dear Mr. Dupuis:

As the representative of the current owner of the Townsend Hotel, I consent to the BHIP Townsend Hotel, LLC's request to amend the special land use permit. BHIP is purchasing the Townsend Hotel. There will be no changes to the approved site plan or special land use permit. Only the ownership is changing.

If you have any questions, please call me.

Thank you for your assistance.

Sincerely,



David Sillman  
Vice President GP Townsend, Inc.  
General Partner  
THC Investors Limited Partnership



## Special Land Use Permit Application

### Planning Division

*Form will not be processed until it is completely filled out.*

#### 1. Applicant

Name: BHIP Townsend Hotel, LLC  
Address: 100 Townsend Street  
Birmingham, MI 48009  
Phone Number: 248-642-7900  
Fax Number: \_\_\_\_\_  
Email address: John Woods (john.woods@us.belfor.com)

#### 2. Property Owner

Name: Same  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### 3. Applicant's Attorney/Contact Person

Name: Kelly A. Allen, Adkison, Need, Allen & Rentrop PLLC  
Address: 39572 Woodward, Suite 200  
Bloomfield Hills, MI 48304  
Phone Number: 248-540-7400  
Fax Number: 248-540-7401  
Email address: kallen@anafirm.com

#### 4. Project Designer/Developer

Name: None  
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:
- 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;
  - A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
  - A certified Land Survey;
  - Interior floor plans;

- A Landscape Plan;
  - A Photometric Plan;
  - 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: 100 Townsend  
Name of development: The Townsend Hotel  
Sidwell #: 19-38-134-008  
Current Use: Hotel  
Proposed Use: \_\_\_\_\_  
Area of Site in Acres: 1.02  
Current zoning: B-4  
Is the property located in the floodplain? no  
Name of Historic District Site is located in: \_\_\_\_\_  
Date of Historic District Commission Approval: \_\_\_\_\_  
Date of Application for Preliminary Site Plan: on file  
Date of Preliminary Site Plan Approval: on file

Date of Application for Final Site Plan: on file  
Date of Final Site Plan Approval: on file  
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? yes  
Date of Application for SLUP: on file  
Date of SLUP Approval: \_\_\_\_\_  
Date of Last SLUP Amendment: 2022 for Outdoor Dining Deck  
Will proposed project require the division of platted lots? no  
Will proposed project require the combination of platted lots? no

## 7. Details of the Proposed Development (attach separate sheet if necessary)

No changes to existing approved site plan and special land use permit.

## 8. Buildings and Structures

Number of Buildings on Site: EXISTING

Height of Buildings & # of Stories: NO CHANGE

Use of Buildings: HOTEL & RESTAURANT (USE GROUP B)

Height of Rooftop Mechanical Equipment: NA

## 9. Floor Use and Area (in Square Feet)

### Proposed Commercial Structures:

Total basement floor area: EXISTING

Number of square feet per upper floor:

Total floor area:

Floor area ratio (total floor area ÷ total land area):

Open space:

Percent of open space:

Office Space:

Retail Space:

Industrial Space:

Assembly Space:

Seating Capacity:

Maximum Occupancy Load:

### Proposed Residential Structures:

Total number of units: NONE

Number of one bedroom units:

Number of two bedroom units:

Number of three bedroom units:

Open space:

Percent of open space:

Rental units or condominiums?

Size of one bedroom units:

Size of two bedroom units:

Size of three bedroom units:

Seating Capacity:

Maximum Occupancy Load:

### Proposed Additions:

Total basement floor area, if any, of addition: NONE

Number of floors to be added:

Square footage added per floor:

Total building floor area (including addition):

Floor area ratio (total floor area ÷ total land area):

Open Space:

Percent of open space:

Use of addition:

Height of addition:

Office space in addition:

Retail space in addition:

Industrial space in addition:

Assembly space in addition:

Maximum building occupancy load (including addition):

## 10. Required and Proposed Setbacks

Required front setback: ON FILE

Required rear setback:

Required total side setback:

Side setback:

Proposed front setback:

Proposed rear setback

Proposed total side setback:

Second side setback:

## 11. Required and Proposed Parking

Required number of parking spaces: ON FILE

Typical angle of parking spaces:

Typical width of maneuvering lanes:

Location of parking on site:

Location of parking off site:

Number of light standards in parking area:

Screenwall material:

Proposed number of parking spaces:

Typical size of parking spaces:

Number of spaces <180 sq. ft.:

Number of handicap spaces:

Shared parking agreement?

Height of light standards in parking area:

Height of screenwall:

## 12. Landscaping

Location of landscape areas: ON FILE

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Proposed landscape material:

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## 13. Streetscape

Sidewalk width: NO CHANGE

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

Required number of loading spaces: ON FILE

Typical angle of loading spaces:

Screenwall material:

Location of loading spaces on site:

Proposed number of loading spaces: NO CHANGES TO EXISTING

Typical size of loading spaces:

Height of screenwall:

Typical time loading spaces are used:

## 15. Exterior Waste Receptacles

Required number of waste receptacles: NO CHANGE

Location of waste receptacles:

Screenwall material:

Proposed number of waste receptacles:

Size of waste receptacles:

Height of screenwall:

## 16. Mechanical Equipment

### Utilities and Transformers:

Number of ground mounted transformers: ON FILE

Size of transformers (L•W•H):

Number of utility easements:

Screenwall material:

Location of all utilities & easements: NO CHANGES

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Height of screenwall:

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### Ground Mounted Mechanical Equipment:

Number of ground mounted units: NA

Size of ground mounted units (L•W•H):

Screenwall material:

Location of all ground mounted units:

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Height of screenwall:

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### Rooftop Mechanical Equipment:

Number of rooftop units: ON FILE / NA

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:

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## 17. Accessory Buildings

Number of accessory buildings:

Location of accessory buildings:

Size of accessory buildings:

Height of accessory buildings:

## 18. Building Lighting

Number of light standards on building: ON FILE

Type of light standards on building: NO CHANGES

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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

Number of light fixtures: 7 CITY STREET LIGHTS ALONG TOWNSEND NO CHANGE  
Size of light fixtures (L•W•H): \_\_\_\_\_  
Maximum wattage per fixture: \_\_\_\_\_  
Light level at each property line: \_\_\_\_\_

Type of light fixtures: EXISTING / NO CHANGES PROPOSED  
Height from grade: \_\_\_\_\_  
Proposed wattage per fixture: \_\_\_\_\_  
Holiday tree lighting receptacles: \_\_\_\_\_

## 20. Adjacent Properties

Number of properties within 200 ft.: ON FILE NO CHANGE

### Property #1

Number of buildings on site: 1 - CITY OF BHAM CITY HALL  
Zoning district: PP  
Use type: MUNICIPAL CITY OFFICES BUILDING  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: CITY OFFICES / POLICE STATION  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
North, south, east or west of property? \_\_\_\_\_

### Property #2

Number of buildings on site: 1 - PIERCE STREET PARKING STRUCTURE  
Zoning district: PP/P  
Use type: PARKING  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: CITY OWNED PARKING STRUCTURE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
North, south, east or west of property? NORTH

### Property #3

Number of buildings on site: 1 - MARGOT EUROPEAN SPA  
Zoning district: B4/D2  
Use type: BUSINESS  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: SPA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
North, south, east or west of property? SOUTH

### Property #4

Number of buildings on site: 1 - BELLA PIATTI  
Zoning district: B4/D2  
Use type: BUSINESS  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: RESTAURANT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
North, south, east or west of property? SOUTH

### Property #5

Number of buildings on site: 1 - ANTONIO SALON & SPA  
Zoning district: B4/D2  
Use type: BUSINESS  
Square footage of principal building: \_\_\_\_\_  
Square footage of accessory buildings: \_\_\_\_\_  
Number of parking spaces: \_\_\_\_\_

Property Description: SALON & SPA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
North, south, east or west of property? SOUTH

Property #6	1 - Private Residence - R8
Property #7	1 - Shain Park - PP/C
Property #8	1 - Chief Financial Credit Union - B4/D4
Property #9	1 - JP Morqan Private Bank - B4/D2

Residential	SOUTHWEST
Public Park	EAST
Business	NORTHWEST
Business	SOUTH



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: Sheldon Yellen Date: 9/4/2022

Print Name: Sheldon Yellen, Manager

Signature of Applicant: Sheldon Yellen Date: 9/4/2022

Print Name: Sheldon Yellen, Manager

Signature of Architect: \_\_\_\_\_ Date: 9/ / 2022

Print Name: \_\_\_\_\_

*Office Use Only*

Application #: \_\_\_\_\_ Date Received: \_\_\_\_\_ Fee: \_\_\_\_\_

Date of Approval: \_\_\_\_\_ Date of Denial: \_\_\_\_\_ Accepted by: \_\_\_\_\_



## Notice Signs - Rental Application Community Development

### 1. Applicant

Name: BHIP Townsend Hotel, LLC  
Address: 100 Townsend  
Birmingham, MI 48009  
Phone Number: 248-642-7900  
Fax Number: \_\_\_\_\_  
Email address: John Woods (john.woods@us.belfor.com)

### Property Owner

Name: Same  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

### 2. Project Information

Address/Location of Property: Same  
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: 09/14/2022

#### Office Use Only

Application #: \_\_\_\_\_ Date Received: \_\_\_\_\_ Fee: \_\_\_\_\_

Date of Approval: \_\_\_\_\_ Date of Denial: \_\_\_\_\_ Reviewed by: \_\_\_\_\_



## MEMORANDUM

Planning Division

**DATE:** October 3, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** 33692 Woodward – Right-of-Way Parking Request

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### INTRODUCTION:

The subject site, 33692 Woodward, is a single-story commercial building located in the B2B (General Business) zoning district at the southeast corner of Bennaville and Woodward. The applicant is requesting to utilize 6 parking spaces in the Woodward Ave. right-of-way and 4 parking spaces in the Bennaville right-of-way towards their off-street parking requirements.

The request is being made pursuant to Article 4, Section 4.45 (G)(1) which states that the required off street parking for buildings used for non-residential purposes may be provided “by providing the required off-street parking on the same lot as the building being served, or where practical, and with the permission of the City Commission, the area in the public right-of-way abutting the property in question may be included as a portion of the required parking area if such area is improved in accordance with plans which have been approved by the engineering department.”

### BACKGROUND:

The subject site currently contains no formal off-street parking spaces, although there appears to be space for off-street parking in the rear of the buildings adjacent to the alley. Article 9, Section 9.02 defines off-street parking space as “a space for the parking of an automobile that shall be a minimum of 180 square feet, exclusive of access drive aisles.” The property owner, Petrucci Homes, also owns the 16-space off-street parking facility located north of the subject property across Bennaville, and east of the alley.

The building, currently vacant, is 5,600 sq. ft. in gross floor area, and contains 3 separate tenant spaces measuring 3,600 sq. ft., 1,100 sq. ft. and 900 sq. ft. from largest to smallest. The applicant has indicated that they have a variety of interested tenants in the spaces that would require anywhere from 19 to 33 off-street parking spaces based on the parking requirements of Article 4, Section 4.46 (Table A).

As required by Section 4.45 (G)(1), the Engineering Department has assessed the areas requested and has provided a detailed response, which is attached for your review. In summary, the Engineering Department recommends several improvements in the Woodward right-of-way,

which includes the addition of a barrier-free space. Additionally, the Engineering Department does not recommend the parking along Bennaville to be considered as a part of this request. After a review of historical requests and the character of the surrounding area, the Planning Division agrees that the parking along Bennaville should not be considered as a part of this request.

**LEGAL REVIEW:**

The City Attorney has reviewed this request and resolution and has no objections as to form and content.

**FISCAL IMPACT:**

There are no fiscal impacts for this agenda item.

**PUBLIC COMMUNICATIONS:**

There are no required public notices for this agenda item.

**SUMMARY:**

The Planning Board requests that the City Commission consider the right-of-way parking request for 33692 Woodward pursuant to Article 4, Section 4.45 (G)(1) of the Zoning Ordinance.

**ATTACHMENTS:**

Please find attached the following documents for your review:

- Request Letter
- Site Photographs
- Property Map
- Engineering Department Memorandum

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to APPROVE the right-of-way parking request for 33692 Woodward to permit 6 on-street parking spaces in the Woodward right-of-way to be counted towards the required off street parking requirements of the subject site pursuant to Article 4, Section 4.45 (G)(1).

## Nicholas J. Dupuis

Planning Director



Email: [ndupuis@bhamgov.org](mailto:ndupuis@bhamgov.org)

Office: 248-530-1856

Hi Nick,

Per our conversation and with regard to parking at our building, (addresses 33680, 33692, and 33694 Woodward Ave. Parcel ID # 08-20-31-306-001 and 08-20-31-304-028) please see the attached photos of our property's parking in the front, side and rear. I'm requesting permission to use the six (6) spaces in the Michigan Dept. of Transportation (MDOT) lot out front (Woodward Ave), along with the four spaces in the rear alley, as part of our overall parking. I'm also asking for consideration of additional parking credit toward our overall parking for street parking along Bennaville Ave. From a practical standpoint, there are no businesses that use Bennaville Ave for parking and spaces are generally available for use. Our current parking lot to the North has sixteen (16) spaces tied to our combined 5,600 S.F.

Our Building of 5,600 S.F. is comprised of three spaces. The largest is approximately 3,600 S.F. This will occupy the administrative offices of Petrucci Homes in the rear, along with cabinetry and retail space in the front (Petrucci Studio). Based on calculations for this use, we would need twelve (12) spaces.

The second space is the old Domino's Pizza location and it's approximately 1,100 S.F. There are two tenants currently interested in this space, one a carry-out-only restaurant and the other a nail salon. For the carryout parking, it would require four (4) spaces. The nail salon, with nine (9) stations, would require 18 parking spaces.

The third space, approximately 900 S.F. is where our administrative office of Petrucci Homes is currently. I foresee the future tenant in this space as retail or used as an office. For retail, it would require three (3), and for single use, perhaps two (2).

Please let me know the next steps, I appreciate your looking into this and look forward to hearing from you!

Sincerely,



**MIKE PETRUCCI**  
mikep@petruccihomes.com

Fine Homes • Renovations • Custom Cabinetry

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248.622.5010 | 33680 Woodward Avenue, Birmingham, MI 48009 | [www.petrucchihomes.com](http://www.petrucchihomes.com)

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Spaces along Woodward below



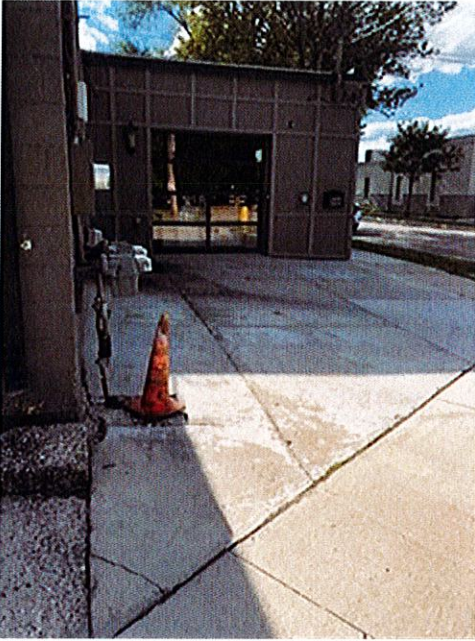




Spaces along Bennaville along side of building



Spaces behind office below



Spaces behind building below













Bennaville Ave

7A





## MEMORANDUM

Engineering

**DATE:** September 13, 2022

**TO:** Nicholas Dupuis, Planning Director

**FROM:** Scott D. Zielinski, A.C.E.  
Melissa Coatta, C.E.

**SUBJECT: ROW Parking Request 33680, 33692, 33694 Woodward Ave**

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The Engineering Department has reviewed the request for parking at the above mentioned properties, the request is for 6 required parking spaces on Woodward Ave., and 4 required parking spaces on the south portion of Bennaville upon completion of the review this is the Engineering Department's comments concerns and requests with the associated areas of request;

If the City were to allow for designation of parking along the south side of Bennaville the north side of Benaville would not be afforded the opportunity to reserve spaces along the north side of the street, as it currently stands this section of Bennaville is an improved road that is approximately 26 ft wide curb face to curb face, parking is allowed along the street in general but there are no defined spaces. Given the width of the road it would not be possible to provide marked parking on both sides of the street while maintaining two way traffic in this area. As there are not any City defined parking spaces on Bennaville the Engineering department does not believe it is appropriate to allow for this area to contribute to a required parking space count at this time.

The (6) six spaces along Woodward appear to be reasonable to designate towards counting provided the first space be converted to a ADA compliant Barrier Free space, this may require that the space extend into the existing green space, additionally the sidewalk would need to be modified to allow the ADA space compliant access to the sidewalk, along with replacement of any damaged sidewalk slabs and the improvement of the approach off of Woodward and the driving lane for the parking area in the location directly in front of the properties for use of the spaces.



## MEMORANDUM

Planning Division

**DATE:** October 3, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** The Birmingham Plan 2040 – Authorization of Required Distribution Period

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### INTRODUCTION:

The City of Birmingham has received the third and final draft of the Birmingham Plan 2040 (the "2040 Plan"), which is available at [www.thebirminghamplan.com](http://www.thebirminghamplan.com). To finalize the 2040 Plan, the Michigan Planning Enabling Act requires that the draft be distributed to several governmental units, quasigovernmental entities and other affected parties.

### BACKGROUND:

On September 14, 2022, the Planning Board presented the final draft of the 2040 Plan to the public and moved to recommend that the City Commission authorize the required 63 day distribution period for the final draft of the 2040 Plan pursuant to the requirements of Article III, Section 125.3841 of the Michigan Planning Enabling Act. The remaining schedule for review can be summarized as follows:

Date	Meeting Type	Action Needed
October 3, 2022	City Commission	<ul style="list-style-type: none"><li>• Vote to authorize the 63-day distribution period for the final, draft Master Plan.</li></ul>
<i>Required 63-Day Public Notice Period</i>		
December 14, 2022	Planning Board	<ul style="list-style-type: none"><li>• Review final draft and present / discuss comments received during the distribution period.</li><li>• Set public hearing date.</li></ul>

January 11, 2023	Planning Board	<ul style="list-style-type: none"> <li>• Present the final Plan and hold a public hearing. Further discuss comments received during the distribution period as needed.</li> <li>• Adopt plan; recommend to the City Commission for adoption.</li> </ul>
February 2023 (Exact Date TBD)	City Commission	<ul style="list-style-type: none"> <li>• Present the final Plan and hold a public hearing.</li> <li>• If prepared to do so, the City Commission may adopt the Plan by resolution.</li> </ul>

**LEGAL REVIEW:**

The City Attorney has reviewed this request and has no objections as to form and content.

**FISCAL IMPACT:**

There are no fiscal impacts for this agenda item.

**PUBLIC COMMUNICATIONS:**

There are no required public communications for this item. However, the City has provided information on the remaining process for the 2040 Plan through the constant contact email service, social media, regular City Managers report updates, and the public meeting at the Planning Board.

**SUMMARY:**

The Planning Division requests that the City Commission authorize the required 63 day distribution period for the final draft of the 2040 Plan pursuant to the requirements of Article III, Section 125.3841 of the Michigan Planning Enabling Act.

**ATTACHMENTS:**

Please see the following attachments:

- Planning Board Report
- Michigan Planning Enabling Act
- The Birmingham 2040 – Final Draft

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to authorize the required 63 day distribution period for the final draft of the 2040 Plan pursuant to the requirements of Article III, Section 125.3841 of the Michigan Planning Enabling Act and to notify the secretary of the planning commission to provide copies of the proposed master plan to all of the necessary entities pursuant to MCL 125.3841(2).



## MEMORANDUM

Planning Division

**DATE:** September 14, 2022

**TO:** Planning Board Members

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** The Birmingham Plan 2040 – Final Draft Presentation & Process Update

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The City of Birmingham has received the third and final draft of the Birmingham Plan 2040 (the “2040 Plan”), which is available at [www.thebirminghamplan.com](http://www.thebirminghamplan.com). The schedule of review below outlines the presentation of the plan, the required 63-day public noticing period, and the reviews planned for the Planning Board and the City Commission. The planned schedule of review is as follows:

Date	Meeting Type	Action Needed
September 14, 2022	Planning Board	<ul style="list-style-type: none"><li>• Present final draft.</li><li>• Board recommends to the City Commission that the Plan be distributed for public comment (minimum of a 63-day period).</li></ul>
October 3, 2022	City Commission	<ul style="list-style-type: none"><li>• Vote to authorize the 63-day distribution period for the final, draft Master Plan.</li></ul>
<i>Required 63-Day Public Notice Period</i>		
December 14, 2022	Planning Board	<ul style="list-style-type: none"><li>• Review final draft and present / discuss comments received during the distribution period.</li><li>• Set public hearing date.</li></ul>
January 11, 2023	Planning Board	<ul style="list-style-type: none"><li>• Present the final Plan and hold a public hearing. Further discuss comments received during the distribution period as needed.</li><li>• Adopt plan; recommend to the City Commission for adoption.</li></ul>

February 2023 (Exact Date TBD)	City Commission	<ul style="list-style-type: none"> <li>• Present the final Plan and hold a public hearing.</li> <li>• If prepared to do so, the City Commission may adopt the Plan by resolution.</li> </ul>
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At this time, the Planning Board should acknowledge the receipt of the final draft of the 2040 Plan and present it to the public, provide any high level observations, and recommend that the City Commission distribute the final draft as required by the Michigan Planning Enabling Act. Those entities in which the City is required to provide a copy of the final draft of the 2040 Plan may be summarized as follows:

- Surrounding Municipalities
- Oakland County
- SEMCOG
- Public Utilities
- CN North America (Railroad)
- SMART

### **Sample Motion Language**

Motion to recommend that the City Commission authorize the 63-day distribution period for the final draft of the 2040 Plan pursuant to the requirements of Article III, Section 125.3841 of the Michigan Planning Enabling Act.



## **MICHIGAN PLANNING ENABLING ACT**

### **Act 33 of 2008**

AN ACT to codify the laws regarding and to provide for county, township, city, and village planning; to provide for the creation, organization, powers, and duties of local planning commissions; to provide for the powers and duties of certain state and local governmental officers and agencies; to provide for the regulation and subdivision of land; and to repeal acts and parts of acts.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

*The People of the State of Michigan enact:*

## **ARTICLE I.**

### **GENERAL PROVISIONS**

#### **125.3801 Short title.**

Sec. 1. This act shall be known and may be cited as the "Michigan planning enabling act".

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

#### **125.3803 Definitions.**

Sec. 3. As used in this act:

(a) "Chief administrative official" means the manager or other highest nonelected administrative official of a city or village.

(b) "Chief elected official" means the mayor of a city, the president of a village, the supervisor of a township, or, subject to section 5, the chairperson of the county board of commissioners of a county.

(c) "County board of commissioners", subject to section 5, means the elected county board of commissioners, except that, as used in sections 39 and 41, county board of commissioners means 1 of the following:

(i) A committee of the county board of commissioners, if the county board of commissioners delegates its powers and duties under this act to the committee.

(ii) The regional planning commission for the region in which the county is located, if the county board of commissioners delegates its powers and duties under this act to the regional planning commission.

(d) "Ex officio member", in reference to a planning commission, means a member, with full voting rights unless otherwise provided by charter, who serves on the planning commission by virtue of holding another office, for the term of that other office.

(e) "Legislative body" means the county board of commissioners of a county, the board of trustees of a township, or the council or other elected governing body of a city or village.

(f) "Local unit of government" or "local unit" means a county or municipality.

(g) "Master plan" means either of the following:

(i) As provided in section 81(1), any plan adopted or amended before September 1, 2008 under a planning act repealed under section 85.

(ii) Any plan adopted or amended under this act. This includes, but is not limited to, a plan prepared by a planning commission authorized by this act and used to satisfy the requirement of section 203(1) of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3203, regardless of whether it is entitled a master plan, basic plan, county plan, development plan, guide plan, land use plan, municipal plan, township plan, plan, or any other term.

(h) "Municipality" or "municipal" means or refers to a city, village, or township.

(i) "Planning commission" means either of the following:

(i) A planning commission created pursuant to section 11(1).

(ii) A planning commission retained pursuant to section 81(2) or (3), subject to the limitations on the application of this act provided in section 81(2) and (3).

(j) "Planning jurisdiction" for a county, city, or village refers to the areas encompassed by the legal boundaries of that county, city, or village, subject to section 31(1). Planning jurisdiction for a township refers to the areas encompassed by the legal boundaries of that township outside of the areas of incorporated villages and cities, subject to section 31(1).

(k) "Population" means the population according to the most recent federal decennial census or according to a special census conducted under section 7 of the Glenn Steil state revenue sharing act of 1971, 1971 PA 140, MCL 141.907, whichever is the more recent.

(l) "Public transportation agency" means a governmental entity that operates or is authorized to operate

intercity or local commuter passenger rail service in this state or a public transit authority created under 1 of the following acts:

- (i) The metropolitan transportation authorities act of 1967, 1967 PA 204, MCL 124.401 to 124.426.
- (ii) The public transportation authority act, 1986 PA 196, MCL 124.451 to 124.479.
- (iii) 1963 PA 55, MCL 124.351 to 124.359.
- (iv) The home rule city act, 1909 PA 279, MCL 117.1 to 117.38.
- (v) The revenue bond act of 1933, 1933 PA 94, MCL 141.101 to 141.140.
- (vi) The charter township act, 1947 PA 359, MCL 42.1 to 42.34.
- (vii) The urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (m) "Public transportation facility" means that term as defined in section 2 of the metropolitan transportation authorities act of 1967, 1967 PA 204, MCL 124.402.
- (n) "Street" means a street, avenue, boulevard, highway, road, lane, alley, viaduct, or other public way intended for use by motor vehicles, bicycles, pedestrians, and other legal users.

**History:** 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 134, Imd. Eff. Aug. 2, 2010;—Am. 2010, Act 306, Imd. Eff. Dec. 17, 2010.

### **125.3805 Assignment of power or duty to county officer or body.**

Sec. 5. The assignment of a power or duty under this act to a county officer or body is subject to 1966 PA 293, MCL 45.501 to 45.521, or 1973 PA 139, MCL 45.551 to 45.573, in a county organized under 1 of those acts.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

### **125.3807 Master plan; adoption, amendment, and implementation by local government; purpose.**

Sec. 7. (1) A local unit of government may adopt, amend, and implement a master plan as provided in this act.

(2) The general purpose of a master plan is to guide and accomplish, in the planning jurisdiction and its environs, development that satisfies all of the following criteria:

- (a) Is coordinated, adjusted, harmonious, efficient, and economical.
- (b) Considers the character of the planning jurisdiction and its suitability for particular uses, judged in terms of such factors as trends in land and population development.
- (c) Will, in accordance with present and future needs, best promote public health, safety, morals, order, convenience, prosperity, and general welfare.
- (d) Includes, among other things, promotion of or adequate provision for 1 or more of the following:
  - (i) A system of transportation to lessen congestion on streets and provide for safe and efficient movement of people and goods by motor vehicles, bicycles, pedestrians, and other legal users.
  - (ii) Safety from fire and other dangers.
  - (iii) Light and air.
  - (iv) Healthful and convenient distribution of population.
  - (v) Good civic design and arrangement and wise and efficient expenditure of public funds.
  - (vi) Public utilities such as sewage disposal and water supply and other public improvements.
  - (vii) Recreation.
  - (viii) The use of resources in accordance with their character and adaptability.

**History:** 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 134, Imd. Eff. Aug. 2, 2010.

## **ARTICLE II.**

### **PLANNING COMMISSION CREATION AND ADMINISTRATION**

### **125.3811 Planning commission; creation; adoption of ordinance by local unit of government; notice required; exception; adoption of charter provision by city or home rule village; effect of repeal of planning act; continued exercise or transfer of powers and duties of zoning board or zoning commission.**

Sec. 11. (1) A local unit of government may adopt an ordinance creating a planning commission with powers and duties provided in this act. The planning commission of a local unit of government shall be officially called "the planning commission", even if a charter, ordinance, or resolution uses a different name such as "plan board" or "planning board".

(2) Within 14 days after a local unit of government adopts an ordinance under subsection (1) creating a planning commission, the clerk of the local unit shall transmit notice of the adoption to the planning

commission of the county where the local unit is located. However, if there is not a county planning commission or if the local unit adopting the ordinance is a county, notice shall be transmitted to the regional planning commission engaged in planning for the region within which the local unit is located. Notice under this subsection is not required when a planning commission created before the effective date of this act continues in existence under this act, but is required when an ordinance governing or creating a planning commission is amended or superseded under section 81(2)(b) or (3)(b).

(3) If, after the effective date of this act, a city or home rule village adopts a charter provision providing for a planning commission, the charter provision shall be implemented by an ordinance that conforms to this act. Section 81(2) provides for the continuation of a planning commission created by a charter provision adopted before the effective date of this act.

(4) Section 81(3) provides for the continuation of a planning commission created under a planning act repealed under section 85.

(5) Section 83 provides for the continued exercise by a planning commission, or the transfer to a planning commission, of the powers and duties of a zoning board or zoning commission.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

**125.3813 Planning commission; effect of township ordinance; number of days; petition requesting submission of ordinance to electors; filing; petition subject to Michigan election law; violation.**

Sec. 13. (1) Subject to subsection (2), a township ordinance creating a planning commission under this act shall take effect 63 days after the ordinance is published by the township board in a newspaper having general circulation in the township.

(2) Subject to subsection (3), before a township ordinance creating a planning commission takes effect, a petition may be filed with the township clerk requesting the submission of the ordinance to the electors residing in the unincorporated portion of the township for their approval or rejection. The petition shall be signed by a number of qualified and registered electors residing in the unincorporated portion of the township equal to not less than 8% of the total vote cast for all candidates for governor, at the last preceding general election at which a governor was elected. If such a petition is filed, the ordinance shall not take effect until approved by a majority of the electors residing in the unincorporated portion of the township voting thereon at the next regular or special election that allows reasonable time for proper notices and printing of ballots or at any special election called for that purpose, as determined by the township board. The township board shall specify the language of the ballot question.

(3) Subsection (2) does not apply if the planning commission created by the ordinance is the successor to an existing zoning commission or zoning board as provided for under section 301 of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3301.

(4) If a township board does not on its own initiative adopt an ordinance under this act creating a planning commission, a petition may be filed with the township clerk requesting the township board to adopt such an ordinance. The petition shall be signed by a number of qualified and registered electors as provided in subsection (2). If such a petition is filed, the township board, at its first meeting following the filing shall submit the question to the electors of the township in the same manner as provided under subsection (2).

(5) A petition under this section, including the circulation and signing of the petition, is subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A person who violates a provision of the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992, applicable to a petition described in this section is subject to the penalties prescribed for that violation in the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

**125.3815 Planning commission; membership; appointment; terms; vacancy; representation; qualifications; ex-officio members; board serving as planning commission; removal of member; conditions; conflict of interest; additional requirements.**

Sec. 15. (1) In a municipality, the chief elected official shall appoint members of the planning commission, subject to approval by a majority vote of the members of the legislative body elected and serving. In a county, the county board of commissioners shall determine the method of appointment of members of the planning commission by resolution of a majority of the full membership of the county board.

(2) A city, village, or township planning commission shall consist of 5, 7, or 9 members. A county planning commission shall consist of 5, 7, 9, or 11 members. Members of a planning commission other than ex officio members under subsection (5) shall be appointed for 3-year terms. However, of the members of the planning commission, other than ex officio members, first appointed, a number shall be appointed to 1-year or

2-year terms such that, as nearly as possible, the terms of 1/3 of all the planning commission members will expire each year. If a vacancy occurs on a planning commission, the vacancy shall be filled for the unexpired term in the same manner as provided for an original appointment. A member shall hold office until his or her successor is appointed.

(3) The membership of a planning commission shall be representative of important segments of the community, such as the economic, governmental, educational, and social development of the local unit of government, in accordance with the major interests as they exist in the local unit of government, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire territory of the local unit of government to the extent practicable.

(4) Members of a planning commission shall be qualified electors of the local unit of government, except that the following number of planning commission members may be individuals who are not qualified electors of the local unit of government but are qualified electors of another local unit of government:

(a) 3, in a city that on September 1, 2008 had a population of more than 2,700 but less than 2,800.

(b) 2, in a city or village that has, or on September 1, 2008 had, a population of less than 5,000, except as provided in subdivision (a).

(c) 1, in local units of government other than those described in subdivision (a) or (b).

(5) In a township that on September 1, 2008 had a planning commission created under former 1931 PA 285, 1 member of the legislative body or the chief elected official, or both, may be appointed to the planning commission, as ex officio members. In any other township, 1 member of the legislative body shall be appointed to the planning commission, as an ex officio member. In a city, village, or county, the chief administrative official or a person designated by the chief administrative official, if any, the chief elected official, 1 or more members of the legislative body, or any combination thereof, may be appointed to the planning commission, as ex officio members, unless prohibited by charter. However, in a city, village, or county, not more than 1/3 of the members of the planning commission may be ex officio members. Except as provided in this subsection, an elected officer or employee of the local unit of government is not eligible to be a member of the planning commission. The term of an ex officio member of a planning commission shall be as follows:

(a) The term of a chief elected official shall correspond to his or her term as chief elected official.

(b) The term of a chief administrative official shall expire with the term of the chief elected official that appointed him or her as chief administrative official.

(c) The term of a member of the legislative body shall expire with his or her term on the legislative body.

(6) For a county planning commission, the county shall make every reasonable effort to ensure that the membership of the county planning commission includes a member of a public school board or an administrative employee of a school district included, in whole or in part, within the county's boundaries. The requirements of this subsection apply whenever an appointment is to be made to the planning commission, unless an incumbent is being reappointed or an ex officio member is being appointed under subsection (5).

(7) Subject to subsection (8), a city or village that has a population of less than 5,000, and that has not created a planning commission by charter, may by an ordinance adopted under section 11(1) provide that 1 of the following boards serve as its planning commission:

(a) The board of directors of the economic development corporation of the city or village created under the economic development corporations act, 1974 PA 338, MCL 125.1601 to 125.1636.

(b) The board of a downtown development authority created under 1975 PA 197, MCL 125.1651 to 125.1681, if the boundaries of the downtown district are the same as the boundaries of the city or village.

(c) A board created under the tax increment finance authority act, 1980 PA 450, MCL 125.1801 to 125.1830, if the boundaries of the authority district are the same as the boundaries of the city or village.

(8) Subsections (1) to (5) do not apply to a planning commission established under subsection (7). All other provisions of this act apply to a planning commission established under subsection (7).

(9) The legislative body may remove a member of the planning commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. Before casting a vote on a matter on which a member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the planning commission. The member is disqualified from voting on the matter if so provided by the bylaws or by a majority vote of the remaining members of the planning commission. Failure of a member to disclose a potential conflict of interest as required by this subsection constitutes malfeasance in office. Unless the legislative body, by ordinance, defines conflict of interest for the purposes of this subsection, the planning commission shall do so in its bylaws.

(10) An ordinance creating a planning commission may impose additional requirements relevant to the subject matter of, but not inconsistent with, this section.

**History:** 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 105, Imd. Eff. June 29, 2010.

**125.3817 Chairperson, secretary, and other offices; election; terms; appointment of advisory committees.**

Sec. 17. (1) A planning commission shall elect a chairperson and secretary from its members and create and fill other offices as it considers advisable. An ex officio member of the planning commission is not eligible to serve as chairperson. The term of each officer shall be 1 year, with opportunity for reelection as specified in bylaws adopted under section 19.

(2) A planning commission may appoint advisory committees whose members are not members of the planning commission.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

**125.3819 Bylaws; adoption; public record requirements; annual report by planning commission.**

Sec. 19. (1) A planning commission shall adopt bylaws for the transaction of business, and shall keep a public record of its resolutions, transactions, findings, and determinations.

(2) A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

**125.3821 Meetings; frequency; time; place; special meeting; notice; compliance with open meetings act; availability of writings to public.**

Sec. 21. (1) A planning commission shall hold not less than 4 regular meetings each year, and by resolution shall determine the time and place of the meetings. Unless the bylaws provide otherwise, a special meeting of the planning commission may be called by the chairperson or by 2 other members, upon written request to the secretary. Unless the bylaws provide otherwise, the secretary shall send written notice of a special meeting to planning commission members not less than 48 hours before the meeting.

(2) The business that a planning commission may perform shall be conducted at a public meeting of the planning commission held in compliance with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. Public notice of the time, date, and place of a regular or special meeting shall be given in the manner required by that act.

(3) A writing prepared, owned, used, in the possession of, or retained by a planning commission in the performance of an official function shall be made available to the public in compliance with the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

**125.3823 Compensation; expenses; preparation of budget; acceptance of gifts.**

Sec. 23. (1) Members of a planning commission may be compensated for their services as provided by the legislative body. A planning commission may adopt bylaws relative to compensation and expenses of its members and employees for travel when engaged in the performance of activities authorized by the legislative body, including, but not limited to, attendance at conferences, workshops, educational and training programs, and meetings.

(2) After preparing the annual report required under section 19, a planning commission may prepare a detailed budget and submit the budget to the legislative body for approval or disapproval. The legislative body annually may appropriate funds for carrying out the purposes and functions permitted under this act, and may match local government funds with federal, state, county, or other local government or private grants, contributions, or endowments.

(3) A planning commission may accept gifts for the exercise of its functions. However, in a township, other than a township that on the effective date of this act had a planning commission created under former 1931 PA 285, only the township board may accept such gifts, on behalf of the planning commission. A gift of money so accepted in either case shall be deposited with the treasurer of the local unit of government in a special nonreverting planning commission fund for expenditure by the planning commission for the purpose designated by the donor. The treasurer shall draw a warrant against the special nonreverting fund only upon receipt of a voucher signed by the chairperson and secretary of the planning commission and an order drawn by the clerk of the local unit of government. The expenditures of a planning commission, exclusive of gifts and grants, shall be within the amounts appropriated by the legislative body.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.



**125.3825 Employment of planning director and other personnel; contract for services; use of information and advice provided by public officials, departments, and agencies.**

Sec. 25. (1) A local unit of government may employ a planning director and other personnel as it considers necessary, contract for the services of planning and other technicians, and incur other expenses, within a budget authorized by the legislative body. This authority shall be exercised by the legislative body, unless a charter provision or ordinance delegates this authority to the planning commission or another body or official. The appointment of employees is subject to the same provisions of law as govern other corresponding civil employees of the local unit of government.

(2) For the purposes of this act, a planning commission may make use of maps, data, and other information and expert advice provided by appropriate federal, state, regional, county, and municipal officials, departments, and agencies. All public officials, departments, and agencies shall make available public information for the use of planning commissions and furnish such other technical assistance and advice as they may have for planning purposes.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

**ARTICLE III.**

**PREPARATION AND ADOPTION OF MASTER PLAN**

**125.3831 Master plan; preparation by planning commission; meetings with other governmental planning commissions or agency staff; powers.**

Sec. 31. (1) A planning commission shall make and approve a master plan as a guide for development within the planning jurisdiction subject to section 81 and the following:

(a) For a county, the master plan may include planning in cooperation with the constituted authorities for incorporated areas in whole or to the extent to which, in the planning commission's judgment, they are related to the planning of the unincorporated area or of the county as a whole.

(b) For a township that on September 1, 2008 had a planning commission created under former 1931 PA 285, or for a city or village, the planning jurisdiction may include any areas outside of the municipal boundaries that, in the planning commission's judgment, are related to the planning of the municipality.

(2) In the preparation of a master plan, a planning commission shall do all of the following, as applicable:

(a) Make careful and comprehensive surveys and studies of present conditions and future growth within the planning jurisdiction with due regard to its relation to neighboring jurisdictions.

(b) Consult with representatives of adjacent local units of government in respect to their planning so that conflicts in master plans and zoning may be avoided.

(c) Cooperate with all departments of the state and federal governments, public transportation agencies, and other public agencies concerned with programs for economic, social, and physical development within the planning jurisdiction and seek the maximum coordination of the local unit of government's programs with these agencies.

(3) In the preparation of the master plan, the planning commission may meet with other governmental planning commissions or agency staff to deliberate.

(4) In general, a planning commission has such lawful powers as may be necessary to enable it to promote local planning and otherwise carry out the purposes of this act.

**History:** 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 306, Imd. Eff. Dec. 17, 2010.

**125.3833 Master plan; land use and infrastructure issues; inclusion of maps, plats, charts, and other related matter; recommendations for physical development; additional subjects; implementation of master street plan or certain elements; specifications; section subject to MCL 125.3881(1); public transportation facilities.**

Sec. 33. (1) A master plan shall address land use and infrastructure issues and may project 20 years or more into the future. A master plan shall include maps, plats, charts, and descriptive, explanatory, and other related matter and shall show the planning commission's recommendations for the physical development of the planning jurisdiction.

(2) A master plan shall also include those of the following subjects that reasonably can be considered as pertinent to the future development of the planning jurisdiction:

(a) A land use plan that consists in part of a classification and allocation of land for agriculture, residences, commerce, industry, recreation, ways and grounds, subject to subsection (5), public transportation facilities, public buildings, schools, soil conservation, forests, woodlots, open space, wildlife refuges, and other uses and purposes. If a county has not adopted a zoning ordinance under former 1943 PA 183 or the Michigan

zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, a land use plan and program for the county may be a general plan with a generalized future land use map.

(b) The general location, character, and extent of all of the following:

(i) All components of a transportation system and their interconnectivity including streets and bridges, public transit including public transportation facilities and routes, bicycle facilities, pedestrian ways, freight facilities and routes, port facilities, railroad facilities, and airports, to provide for the safe and efficient movement of people and goods in a manner that is appropriate to the context of the community and, as applicable, considers all legal users of the public right-of-way.

(ii) Waterways and waterfront developments.

(iii) Sanitary sewers and water supply systems.

(iv) Facilities for flood prevention, drainage, pollution prevention, and maintenance of water levels.

(v) Public utilities and structures.

(c) Recommendations as to the general character, extent, and layout of redevelopment or rehabilitation of blighted areas; and the removal, relocation, widening, narrowing, vacating, abandonment, change of use, or extension of streets, grounds, open spaces, buildings, utilities, or other facilities.

(d) For a local unit of government that has adopted a zoning ordinance, a zoning plan for various zoning districts controlling the height, area, bulk, location, and use of buildings and premises. The zoning plan shall include an explanation of how the land use categories on the future land use map relate to the districts on the zoning map.

(e) Recommendations for implementing any of the master plan's proposals.

(3) If a master plan is or includes a master street plan or 1 or more elements described in subsection (2)(b)(i), the means for implementing the master street plan or elements in cooperation with the county road commission and the state transportation department shall be specified in the master street plan in a manner consistent with the respective powers and duties of and any written agreements between these entities and the municipality.

(4) This section is subject to section 81(1).

(5) The reference to public transportation facilities in subsection (2)(a) only applies to a master plan that is adopted or substantively amended more than 90 days after the effective date of the amendatory act that added this subsection.

**History:** 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 134, Imd. Eff. Aug. 2, 2010;—Am. 2010, Act 306, Imd. Eff. Dec. 17, 2010.

### **125.3835 Subplan; adoption.**

Sec. 35. A planning commission may, by a majority vote of the members, adopt a subplan for a geographic area less than the entire planning jurisdiction, if, because of the unique physical characteristics of that area, more intensive planning is necessary for the purposes set forth in section 7.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

### **125.3837 Metropolitan county planning commission; designation; powers.**

Sec. 37. (1) A county board of commissioners may designate the county planning commission as the metropolitan county planning commission. A county planning commission so designated shall perform metropolitan and regional planning whenever necessary or desirable. The metropolitan county planning commission may engage in comprehensive planning, including, but not limited to, the following:

(a) Preparation, as a guide for long-range development, of general physical plans with respect to the pattern and intensity of land use and the provision of public facilities, together with long-range fiscal plans for such development.

(b) Programming of capital improvements based on relative urgency, together with definitive financing plans for the improvements to be constructed in the earlier years of the program.

(c) Coordination of all related plans of local governmental agencies within the metropolitan area or region.

(d) Intergovernmental coordination of all related planning activities among the state and local governmental agencies within the metropolitan area or region.

(2) In addition to the powers conferred by other provisions of this act, a metropolitan county planning commission may apply for, receive, and accept grants from any local, regional, state, or federal governmental agency and agree to and comply with the terms and conditions of such grants. A metropolitan county planning commission may do any and all things necessary or desirable to secure the financial aid or cooperation of a regional, state, or federal governmental agency in carrying out its functions, when approved by a 2/3 vote of the county board of commissioners.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.



### **125.3839 Master plan; adoption; procedures; notice; submittals; use of electronic mail.**

Sec. 39. (1) A master plan shall be adopted under the procedures set forth in this section and sections 41 and 43. A master plan may be adopted as a whole or by successive parts corresponding with major geographical areas of the planning jurisdiction or with functional subject matter areas of the master plan.

(2) Before preparing a master plan, a planning commission shall send to all of the following, by first-class mail or personal delivery, a notice explaining that the planning commission intends to prepare a master plan and requesting the recipient's cooperation and comment:

(a) For any local unit of government undertaking a master plan, the planning commission, or if there is no planning commission, the legislative body, of each municipality located within or contiguous to the local unit of government.

(b) For a county undertaking a master plan, the regional planning commission for the region in which the county is located, if any.

(c) For a county undertaking a master plan, the county planning commission, or if there is no county planning commission, the county board of commissioners, for each county located contiguous to the county.

(d) For a municipality undertaking a master plan, the regional planning commission for the region in which the municipality is located, if there is no county planning commission for the county in which that municipality is located. If there is a county planning commission, the municipal planning commission may consult with the regional planning commission but is not required to do so.

(e) For a municipality undertaking a master plan, the county planning commission, or if there is no county planning commission, the county board of commissioners, for the county in which that municipality is located.

(f) For any local unit of government undertaking a master plan, each public utility company, railroad company, and public transportation agency owning or operating a public utility, railroad, or public transportation system within the local unit of government, and any government entity that registers its name and mailing address for this purpose with the planning commission.

(g) If the master plan will include a master street plan, the county road commission and the state transportation department.

(3) A submittal under section 41 or 43 by or to an entity described in subsection (2) may be made by personal or first-class mail delivery of a hard copy or by electronic mail. However, the planning commission preparing the plan shall not make such submittals by electronic mail unless, in the notice described in subsection (2), the planning commission states that it intends to make such submittals by electronic mail and the entity receiving that notice does not respond by objecting to the use of electronic mail. Electronic mail may contain a link to a website on which the submittal is posted if the website is accessible to the public free of charge.

**History:** 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 306, Imd. Eff. Dec. 17, 2010.

### **125.3841 Preparation of proposed master plan; submission to legislative body for review and comment; approval required; notice; submission of comments; statements as advisory.**

Sec. 41. (1) After preparing a proposed master plan, a planning commission shall submit the proposed master plan to the legislative body for review and comment. The process of adopting a master plan shall not proceed further unless the legislative body approves the distribution of the proposed master plan.

(2) If the legislative body approves the distribution of the proposed master plan, it shall notify the secretary of the planning commission, and the secretary of the planning commission shall submit, in the manner provided in section 39(3), a copy of the proposed master plan, for review and comment, to all of the following:

(a) For any local unit of government proposing a master plan, the planning commission, or if there is no planning commission, the legislative body, of each municipality located within or contiguous to the local unit of government.

(b) For a county proposing a master plan, the regional planning commission for the region in which the county is located, if any.

(c) For a county proposing a master plan, the county planning commission, or if there is no county planning commission, the county board of commissioners, for each county located contiguous to the county.

(d) For a municipality proposing a master plan, the regional planning commission for the region in which the municipality is located, if there is no county planning commission for the county in which that local unit of government is located. If there is a county planning commission, the secretary of the municipal planning commission may submit a copy of the proposed master plan to the regional planning commission but is not required to do so.

(e) For a municipality proposing a master plan, the county planning commission, or if there is no county planning commission, the county board of commissioners, for the county in which that municipality is located. The secretary of the municipal planning commission shall concurrently submit to the county planning commission, in the manner provided in section 39(3), a statement that the requirements of subdivision (a) have been met or, if there is no county planning commission, shall submit to the county board of commissioners, in the manner provided in section 39(3), a statement that the requirements of subdivisions (a) and (d) have been met. The statement shall be signed by the secretary and shall include the name and address of each planning commission or legislative body to which a copy of the proposed master plan was submitted under subdivision (a) or (d), as applicable, and the date of submittal.

(f) For any local unit of government proposing a master plan, each public utility company, railroad company, and public transportation agency owning or operating a public utility, railroad, or public transportation system within the local unit of government, and any government entity that registers its name and address for this purpose with the secretary of the planning commission. An entity described in this subdivision that receives a copy of a proposed master plan, or of a final master plan as provided in section 43(5), shall reimburse the local unit of government for any copying and postage costs thereby incurred.

(g) If the proposed master plan is or includes a proposed master street plan, the county road commission and the state transportation department.

(3) An entity described in subsection (2) may submit comments on the proposed master plan to the planning commission in the manner provided in section 39(3) within 63 days after the proposed master plan was submitted to that entity under subsection (2). If the county planning commission or the county board of commissioners that receives a copy of a proposed master plan under subsection (2)(e) submits comments, the comments shall include, but need not be limited to, both of the following, as applicable:

(a) A statement whether the county planning commission or county board of commissioners considers the proposed master plan to be inconsistent with the master plan of any municipality or region described in subsection (2)(a) or (d).

(b) If the county has a county master plan, a statement whether the county planning commission considers the proposed master plan to be inconsistent with the county master plan.

(4) The statements provided for in subsection (3)(a) and (b) are advisory only.

**History:** 2008, Act 33, Eff. Sept. 1, 2008;—Am. 2010, Act 306, Imd. Eff. Dec. 17, 2010.

### **125.3843 Proposed master plan; public hearing; notice; approval by resolution of planning commission; statement; submission of copy of master plan to legislative body; approval or rejection by legislative body; procedures; submission of adopted master plan to certain entities.**

Sec. 43. (1) Before approving a proposed master plan, a planning commission shall hold not less than 1 public hearing on the proposed master plan. The hearing shall be held after the expiration of the deadline for comment under section 41(3). The planning commission shall give notice of the time and place of the public hearing not less than 15 days before the hearing by publication in a newspaper of general circulation within the local unit of government. The planning commission shall also submit notice of the public hearing in the manner provided in section 39(3) to each entity described in section 39(2). This notice may accompany the proposed master plan submitted under section 41.

(2) The approval of the proposed master plan shall be by resolution of the planning commission carried by the affirmative votes of not less than 2/3 of the members of a city or village planning commission or not less than a majority of the members of a township or county planning commission. The resolution shall refer expressly to the maps and descriptive and other matter intended by the planning commission to form the master plan. A statement recording the planning commission's approval of the master plan, signed by the chairperson or secretary of the planning commission, shall be included on the inside of the front or back cover of the master plan and, if the future land use map is a separate document from the text of the master plan, on the future land use map. Following approval of the proposed master plan by the planning commission, the secretary of the planning commission shall submit a copy of the master plan to the legislative body.

(3) Approval of the proposed master plan by the planning commission under subsection (2) is the final step for adoption of the master plan, unless the legislative body by resolution has asserted the right to approve or reject the master plan. In that case, after approval of the proposed master plan by the planning commission, the legislative body shall approve or reject the proposed master plan. A statement recording the legislative body's approval of the master plan, signed by the clerk of the legislative body, shall be included on the inside of the front or back cover of the master plan and, if the future land use map is a separate document from the text of the master plan, on the future land use map.

(4) If the legislative body rejects the proposed master plan, the legislative body shall submit to the planning commission a statement of its objections to the proposed master plan. The planning commission shall consider the legislative body's objections and revise the proposed master plan so as to address those objections. The procedures provided in subsections (1) to (3) and this subsection shall be repeated until the legislative body approves the proposed master plan.

(5) Upon final adoption of the master plan, the secretary of the planning commission shall submit, in the manner provided in section 39(3), copies of the adopted master plan to the same entities to which copies of the proposed master plan were required to be submitted under section 41(2).

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

**125.3845 Extension, addition, revision, or other amendment to master plan; adoption; procedures; review and findings.**

Sec. 45. (1) An extension, addition, revision, or other amendment to a master plan shall be adopted by following the procedure under sections 39, 41, and 43, subject to all of the following:

(a) Any of the following amendments to a master plan may be made without following the procedure under sections 39, 41, and 43:

(i) A grammatical, typographical, or similar editorial change.

(ii) A title change.

(iii) A change to conform to an adopted plat.

(b) Subject to subdivision (a), the review period provided for in section 41(3) shall be 42 days instead of 63 days.

(c) When a planning commission sends notice to an entity under section 39(2) that it intends to prepare a subplan, the notice may indicate that the local unit of government intends not to provide that entity with further notices of or copies of proposed or final subplans otherwise required to be submitted to that entity under section 39, 41, or 43. Unless the entity responds that it chooses to receive notice of subplans, the local unit of government is not required to provide further notice of subplans to that entity.

(2) At least every 5 years after adoption of a master plan, a planning commission shall review the master plan and determine whether to commence the procedure to amend the master plan or adopt a new master plan. The review and its findings shall be recorded in the minutes of the relevant meeting or meetings of the planning commission.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

**125.3847 Part of county master plan covering incorporated area; adoption by appropriate city or village required; exception.**

Sec. 47. (1) Subject to subsection (2), a part of a county master plan covering an incorporated area within the county shall not be recognized as the official master plan or part of the official master plan for that area unless adopted by the appropriate city or village in the manner prescribed by this act.

(2) Subsection (1) does not apply if the incorporated area is subject to county zoning pursuant to the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, and a contract under the urban cooperation act, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, or 1967 (Ex Sess) PA 8, MCL 124.531 to 124.536.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

**125.3849 City or village planning department; authority to submit proposed master plan, or proposed extension, addition, revision, or other amendment.**

Sec. 49. (1) This act does not alter the authority of a planning department of a city or village created by charter to submit a proposed master plan, or a proposed extension, addition, revision, or other amendment to a master plan, to the planning commission, whether directly or indirectly as provided by charter.

(2) Subsection (1) notwithstanding, a planning commission described in subsection (1) shall comply with the requirements of this act.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

**125.3851 Public interest and understanding; promotion.**

Sec. 51. (1) To promote public interest in and understanding of the master plan, a planning commission may publish and distribute copies of the master plan or of any report, and employ other means of publicity and education.

(2) A planning commission shall consult with and advise public officials and agencies, public utility companies, civic, educational, professional, and other organizations, and citizens concerning the promotion or

implementation of the master plan.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

#### ARTICLE IV.

#### SPECIAL PROVISIONS, INCLUDING CAPITAL IMPROVEMENTS AND SUBDIVISION REVIEW

##### **125.3861 Construction of certain projects in area covered by municipal master plan; approval; initiation of work on project; requirements; report and advice.**

Sec. 61. (1) A street; square, park, playground, public way, ground, or other open space; or public building or other structure shall not be constructed or authorized for construction in an area covered by a municipal master plan unless the location, character, and extent of the street, public way, open space, structure, or utility have been submitted to the planning commission by the legislative body or other body having jurisdiction over the authorization or financing of the project and has been approved by the planning commission. The planning commission shall submit its reasons for approval or disapproval to the body having jurisdiction. If the planning commission disapproves, the body having jurisdiction may overrule the planning commission by a vote of not less than 2/3 of its entire membership for a township that on the enactment date of this act had a planning commission created under former 1931 PA 285, or for a city or village, or by a vote of not less than a majority of its membership for any other township. If the planning commission fails to act within 35 days after submission of the proposal to the planning commission, the project shall be considered to be approved by the planning commission.

(2) Following adoption of the county plan or any part of a county plan and the certification by the county planning commission to the county board of commissioners of a copy of the plan, work shall not be initiated on any project involving the expenditure of money by a county board, department, or agency for the acquisition of land, the erection of structures, or the extension, construction, or improvement of any physical facility by any county board, department, or agency unless a full description of the project, including, but not limited to, its proposed location and extent, has been submitted to the county planning commission and the report and advice of the planning commission on the proposal have been received by the county board of commissioners and by the county board, department, or agency submitting the proposal. However, work on the project may proceed if the planning commission fails to provide in writing its report and advice upon the proposal within 35 days after the proposal is filed with the planning commission. The planning commission shall provide copies of the report and advice to the county board, department, or agency sponsoring the proposal.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

##### **125.3863 Approval of construction project before effective date of act; rescission of authorization; failure of planning commission to act within certain period of time.**

Sec. 63. If the opening, widening, or extension of a street, or the acquisition or enlargement of any square, park, playground, or other open space has been approved by a township planning commission that was created before the effective date of this act under former 1931 PA 285 or by a city or village planning commission and authorized by the legislative body as provided under section 61, the legislative body shall not rescind its authorization unless the matter has been resubmitted to the planning commission and the rescission has been approved by the planning commission. The planning commission shall hold a public hearing on the matter. The planning commission shall submit its reasons for approval or disapproval of the rescission to the legislative body. If the planning commission disapproves the rescission, the legislative body may overrule the planning commission by a vote of not less than 2/3 of its entire membership. If the planning commission fails to act within 63 days after submission of the proposed rescission to the planning commission, the proposed rescission shall be considered to be approved by the planning commission.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

##### **125.3865 Capital improvements program of public structures and improvements; preparation; basis.**

Sec. 65. (1) To further the desirable future development of the local unit of government under the master plan, a planning commission, after adoption of a master plan, shall annually prepare a capital improvements program of public structures and improvements, unless the planning commission is exempted from this requirement by charter or otherwise. If the planning commission is exempted, the legislative body either shall prepare and adopt a capital improvements program, separate from or as a part of the annual budget, or shall delegate the preparation of the capital improvements program to the chief elected official or a nonelected administrative official, subject to final approval by the legislative body. The capital improvements program

shall show those public structures and improvements, in the general order of their priority, that in the commission's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period. The capital improvements program shall be based upon the requirements of the local unit of government for all types of public structures and improvements. Consequently, each agency or department of the local unit of government with authority for public structures or improvements shall upon request furnish the planning commission with lists, plans, and estimates of time and cost of those public structures and improvements.

(2) Any township may prepare and adopt a capital improvement program. However, subsection (1) is only mandatory for a township if the township, alone or jointly with 1 or more other local units of government, owns or operates a water supply or sewage disposal system.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

#### **125.3867 Programs for public structures and improvements; recommendations.**

Sec. 67. A planning commission may recommend to the appropriate public officials programs for public structures and improvements and for the financing thereof, regardless of whether the planning commission is exempted from the requirement to prepare a capital improvements program under section 65.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

#### **125.3869 Copy of zoning ordinance and amendments; request by county planning commission for submission by municipal planning commission.**

Sec. 69. If a municipal planning commission has zoning duties pursuant to section 83 and the municipality has adopted a zoning ordinance, the county planning commission, if any, may, by first-class mail or personal delivery, request the municipal planning commission to submit to the county planning commission a copy of the zoning ordinance and any amendments. The municipal planning commission shall submit the requested documents to the county planning commission within 63 days after the request is received and shall submit any future amendments to the zoning ordinance within 63 days after the amendments are adopted. The municipal planning commission may submit a zoning ordinance or amendment under this subsection electronically.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

#### **125.3871 Recommendations for ordinances or rules governing subdivision of land; public hearing; notice; action on proposed plat; approval, approval with conditions, or disapproval by planning commission; approval of plat as amendment to master plan.**

Sec. 71. (1) A planning commission may recommend to the legislative body provisions of an ordinance or rules governing the subdivision of land authorized under section 105 of the land division act, 1967 PA 288, MCL 560.105. If a township is subject to county zoning consistent with section 209 of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3209, or a city or village is subject to county zoning pursuant to the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, and a contract under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, or 1967 (Ex Sess) PA 8, MCL 124.531 to 124.536, the county planning commission may recommend to the legislative body of the municipality provisions of an ordinance or rules governing the subdivision of land authorized under section 105 of the land division act, 1967 PA 288, MCL 560.105. A planning commission may proceed under this subsection on its own initiative or upon request of the appropriate legislative body.

(2) Recommendations for a subdivision ordinance or rule may address plat design, including the proper arrangement of streets in relation to other existing or planned streets and to the master plan; adequate and convenient open spaces for traffic, utilities, access of firefighting apparatus, recreation, light, and air; and the avoidance of congestion of population, including minimum width and area of lots. The recommendations may also address the extent to which streets shall be graded and improved and to which water and sewer and other utility mains, piping, or other facilities shall be installed as a condition precedent to the approval of a plat.

(3) Before recommending an ordinance or rule described in subsection (1), the planning commission shall hold a public hearing on the proposed ordinance or rule. The planning commission shall give notice of the time and place of the public hearing not less than 15 days before the hearing by publication in a newspaper of general circulation within the local unit of government.

(4) If a municipality has adopted a master plan or master street plan, the planning commission of that municipality shall review and make recommendations on plats before action thereon by the legislative body under section 112 of the land division act, 1967 PA 288, MCL 560.112. If a township is subject to county zoning consistent with section 209 of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3209, or a city or village is subject to county zoning pursuant to the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, and a contract under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL



124.501 to 124.512, or 1967 (Ex Sess) PA 8, MCL 124.531 to 124.536, and the municipality has adopted a master plan or master street plan, the county planning commission shall also review and make recommendations on plats before action thereon by the legislative body of the municipality under section 112 of the land division act, 1967 PA 288, MCL 560.112.

(5) A planning commission shall not take action on a proposed plat without affording an opportunity for a public hearing thereon. A plat submitted to the planning commission shall contain the name and address of the proprietor or other person to whom notice of a hearing shall be sent. Not less than 15 days before the date of the hearing, notice of the date, time, and place of the hearing shall be sent to that person at that address by mail and shall be published in a newspaper of general circulation in the municipality. Similar notice shall be mailed to the owners of land immediately adjoining the proposed platted land.

(6) A planning commission shall recommend approval, approval with conditions, or disapproval of a plat within 63 days after the plat is submitted to the planning commission. If applicable standards under the land division act, 1967 PA 288, MCL 560.101 to 560.293, and an ordinance or published rules governing the subdivision of land authorized under section 105 of that act, MCL 560.105, are met, the planning commission shall recommend approval of the plat. If the planning commission fails to act within the required period, the plat shall be considered to have been recommended for approval, and a certificate to that effect shall be issued by the planning commission upon request of the proprietor. However, the proprietor may waive this requirement and consent to an extension of the 63-day period. The grounds for any recommendation of disapproval of a plat shall be stated upon the records of the planning commission.

(7) A plat approved by a municipality and recorded under section 172 of the land division act, 1967 PA 288, MCL 560.172, shall be considered to be an amendment to the master plan and a part thereof. Approval of a plat by a municipality does not constitute or effect an acceptance by the public of any street or other open space shown upon the plat.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

## ARTICLE V.

### TRANSITIONAL PROVISIONS AND REPEALER

#### **125.3881 Plan adopted or amended under planning act repealed under MCL 125.3885; effect; city or home rule village charter provision creating planning commission or ordinance implementing provision before effective date of act; ordinance creating planning commission under former law; ordinance or rules governing subdivision of land.**

Sec. 81. (1) Unless rescinded by the local unit of government, any plan adopted or amended under a planning act repealed under section 85 need not be readopted under this act but continues in effect as a master plan under this act, regardless of whether it is entitled a master plan, basic plan, county plan, development plan, guide plan, land use plan, municipal plan, township plan, plan, or any other term. This includes, but is not limited to, a plan prepared by a planning commission and adopted before the effective date of this act to satisfy the requirements of section 1 of the former city and village zoning act, 1921 PA 207, section 3 of the former township zoning act, 1943 PA 184, section 3 of the former county zoning act, 1943 PA 183, or section 203(1) of the Michigan zoning enabling act, 2006 PA 110, MCL 125.3203. The master plan is subject to the requirements of this act, including, but not limited to, the requirement for periodic review under section 45(2) and the amendment procedures set forth in this act. However, the master plan is not subject to the requirements of section 33 until it is first amended under this act.

(2) Unless repealed, a city or home rule village charter provision creating a planning commission before the effective date of this act and any ordinance adopted before the effective date of this act implementing that charter provision continues in effect under this act, and the planning commission need not be newly created by an ordinance adopted under this act. However, both of the following apply:

(a) The legislative body may by ordinance increase the powers and duties of the planning commission to correspond with the powers and duties of a planning commission created under this act. Provisions of this act regarding planning commission powers and duties do not otherwise apply to a planning commission created by charter before the effective date of this act and provisions of this act regarding planning commission membership, appointment, and organization do not apply to such a planning commission. All other provisions of this act, including, but not limited to, provisions regarding planning commission selection of officers, meetings, rules, records, appointment of employees, contracts for services, and expenditures, do apply to such a planning commission.

(b) The legislative body shall amend any ordinance adopted before the effective date of this act to implement the charter provision, or repeal the ordinance and adopt a new ordinance, to fully conform to the requirements of this act made applicable by subdivision (a), by the earlier of the following dates:

(i) The date when an amendatory or new ordinance is first adopted under this act for any purpose.

(ii) July 1, 2011.

(3) Unless repealed, an ordinance creating a planning commission under former 1931 PA 285 or former 1945 PA 282 or a resolution creating a planning commission under former 1959 PA 168 continues in effect under this act, and the planning commission need not be newly created by an ordinance adopted under this act. However, all of the following apply:

(a) Beginning on the effective date of this act, the duties of the planning commission are subject to the requirements of this act.

(b) The legislative body shall amend the ordinance, or repeal the ordinance or resolution and adopt a new ordinance, to fully conform to the requirements of this act by the earlier of the following dates:

(i) The date when an amendatory or new ordinance is first adopted under this act for any purpose.

(ii) July 1, 2011.

(c) An ordinance adopted under subdivision (b) is not subject to referendum.

(4) Unless repealed or rescinded by the legislative body, an ordinance or published rules governing the subdivision of land authorized under section 105 of the land division act, 1967 PA 288, MCL 560.105, need not be readopted under this act or amended to comply with this act but continue in effect under this act. However, if amended, the ordinance or published rules shall be amended under the procedures of this act.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

### **125.3883 Transfer of powers, duties, and records.**

Sec. 83. (1) If, on the effective date of this act, a planning commission had the powers and duties of a zoning board or zoning commission under the former city and village zoning act, 1921 PA 207, the former county zoning act, 1943 PA 183, or the former township zoning act, 1943 PA 184, and under the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, the planning commission may continue to exercise those powers and duties without amendment of the ordinance, resolution, or charter provision that created the planning commission.

(2) If, on the effective date of this act, a local unit of government had a planning commission without zoning authority created under former 1931 PA 285, former 1945 PA 282, or former 1959 PA 168, the legislative body may by amendment to the ordinance creating the planning commission, or, if the planning commission was created by resolution, may by resolution, transfer to the planning commission all the powers and duties provided to a zoning board or zoning commission created under the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702. If an existing zoning board or zoning commission in the local unit of government is nearing the completion of its draft zoning ordinance, the legislative body shall postpone the transfer of the zoning board's or zoning commission's powers, duties, and records until the completion of the draft zoning ordinance, but is not required to postpone the transfer more than 1 year.

(3) If, on or after the effective date of this act, a planning commission is created in a local unit of government that has had a zoning board or zoning commission since before the effective date of this act, the legislative body shall transfer all the powers, duties, and records of the zoning board or zoning commission to the planning commission before July 1, 2011. If the existing zoning board or zoning commission is nearing the completion of its draft zoning ordinance, the legislative body may, by resolution, postpone the transfer of the zoning board's or zoning commission's powers, duties, and records until the completion of the draft zoning ordinance, but not later than until 1 year after creation of the planning commission or July 1, 2011, whichever comes first.

**History:** 2008, Act 33, Eff. Sept. 1, 2008.

### **125.3885 Repeal of certain acts.**

Sec. 85. (1) The following acts are repealed:

(a) 1931 PA 285, MCL 125.31 to 125.45.

(b) 1945 PA 282, MCL 125.101 to 125.115.

(c) 1959 PA 168, MCL 125.321 to 125.333.

(2) Any plan adopted or amended under an act repealed under subsection (1) is subject to section 81(1).

**History:** 2008, Act 33, Eff. Sept. 1, 2008.





# The Birmingham Plan

08/22/22

**7B**



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## A. Introduction

# A. Introduction

## Context

### Context

Planning for the future of a successful city is an intriguing challenge; in a city that is looked upon fondly by residents, workers, and leaders, what is to be improved? Birmingham's structure is well defined, its parks are numerous and accessible, its downtown is active and successful, and its neighborhoods are calm, quiet, and comfortable. Despite these qualities, greater societal changes have had an impact on the city. Even among optimistic residents, a concern for deteriorating social connectivity rings clear.

While Birmingham has long supported a series of close-knit communities within its borders, the greater culture has shifted towards increasing isolation. This comes not at the fault of individuals - who remain bright, engaged, loving, and caring members of families, civic, and social groups - but due in large part to changes in the structure of our regions and technology's role in bridging social gaps created by increasing physical isolation. Structurally, the fabric of daily life has been spread apart, few places as completely as Metropolitan Detroit. People have been spread further from their workplaces, social spaces, entertainment, and the staples of daily life, forced to spend an increasing amount of their time driving from place to place. Today, the resulting and relentless traffic congestion leaves little time for family or friends, and especially little time for engaging within our communities.

Birmingham is rare. It is a place historically built upon community, weaving together neighbors, schools, churches, civic clubs and institutions, and businesses. It continues to function well for its residents; far better than most surrounding communities. However, many residents express nostalgia for the city's social structures which have lost prominence. For some, the loss of strong social spheres is manifest in the changing character of homes and business districts. For others, greater societal issues are the cause. The sentiment is expressed especially strongly from the city's civic institutions which are trying to build and support community but feel that they are increasingly unknown as society has forgotten their critical role. Some feel that downtown's more recent intensity of activity has further eroded its' culture. Yet many new or younger residents express a great deal of optimism, invigorated by life in Birmingham and by the city's active downtown, life in its neighborhoods, and positive changes to be brought about by growth.

Birmingham is rare because it remained intact while most historic places in Metropolitan Detroit eroded their downtowns and invested in car-centric roadways and businesses. As a rare place, Birmingham is desirable. That desire results in growth pressure which continually increases property values. New residents are willing to pay for the lifestyle that Birmingham offers, many stretched thin to do so. Some

residents prefer that the city become increasingly exclusive while others feel that it is antithetical to the community's history. Many residents are dismayed that the demand to live in Birmingham has resulted in a significant number of demolitions. However, other residents have purchased the new homes for the quality of life offered in the city and its neighborhoods. Some residents would like to downsize and remain in the community but can't find the apartments and condos they desire. No single group is in the majority.

Despite concerns around the edges, overall residents are optimistic for the City's future. Birmingham is doing well today and will continue to be a wonderful place to live. As a result this plan looks to improve upon what works and learn from best practices that have evolved in recent decades. The primary issue requiring radical change is the divide caused by Woodward. Remaining plan elements are either incremental improvements - such as bicycle and micro-mobility accommodations - or organizational improvements - such as analysis by Planning District and optimizing the zoning code. This plan reinforces the physical structure of Birmingham that makes it comfortable, neighborly, and successful.

## A Global Pandemic

In early 2020, a global pandemic disrupted everyone's lives, work, schooling, and leisure time. We must acknowledge the tragic loss of family, friends, and colleagues. The community has experienced and continues to experience loss, and will forever be impacted.

The long-term influence of Covid-19 on the work and retail environment is uncertain. A significant amount of office work has moved from the collective office environment to working from home some or all of the time, which impacts places like Downtown Birmingham. Delivery services have also increased significantly, reducing foot traffic for local businesses, increasing competition, and requiring new models for food service. For individuals and families, it has required more physical separation and reduced interactions and sociability. However, the walkable streets, accessible parks and trails, and places to socialize in safe conditions have been invaluable for residents. The underlying structure of the City, which this plan supports and enhances, has provided a great deal of normalcy. The plan's focus on housing within mixed-use districts will help mitigate the loss of in-person office work and shopping foot traffic, as well as bolster those districts should conditions return to pre-pandemic normal. In total, the plan's support for the timeless structure, habitation, and programming of neighborhoods and mixed-use districts will enhance the community's resilience in the face of future challenges.

### Planning Districts

Of the City plans following 1929, only the 1980 Plan addressed structural elements of neighborhoods and commercial districts. Interestingly, when describing neighborhoods, the plan defined them by the roads that bound them rather than by a name. The scale used for many of the neighborhoods discussed by the 1980 Plan is similar to that which this plan has defined. Yet properly defining and controlling the extent of commercial districts and their effect on residential neighborhoods is a clear goal of that plan. Through this process of defining residential areas and establishing permanent extents to commercial areas, the 1980 Plan began to identify a city structure, including recognition of the positive role that neighborhood commercial centers play.

While prior plans have dealt with issues pertinent to the success of the City and its neighborhoods, these plans have lacked the necessary descriptive language that clarifies where and why land uses should be allowed. Allocating parks is the clearest example. Today the Torry planning district, north of Lincoln, clearly lacks park space, despite its inclusion in the 1929 Plan (See Fig. 1) which identified a large park for this neighborhood that was not acquired. The purpose for locating the park in 1929 was in finding land yet to be fully platted and built upon. Today we can objectively identify the fact that the Torry planning district needs park space, which is a more actionable proposition. Similarly, the 1980 Plan makes park space recommendations based upon objective, numerical analysis. Yet acquiring land for the neighborhood's future quality of life is an emotional appeal. Identifying the Torry planning district by name, and its lack of park space, is a more powerful prospect than suggesting a general lack of parks.

This plan establishes planning districts as a tool for evaluating access to community amenities, civic institutions, and neighborhood-centric commercial areas. Planning districts are also a tool for evaluating access to facilities like bicycle facilities and improved streets. Not every deficit can be corrected, but evaluating the deficit leads to discussions of alternatives and opportunities. While there may be a few opportunities to add park space in the Torry District, the Quarton District also lacks park space but has no space to allocate. Rather in the Quarton District, the use and improvement of nearby school fields may be the most viable outcome. These districts are derived from prior plans and solidified here so they continue as a useful civic tool for the future.

### Retaining Quality of Life

Birmingham's high quality of life comes from a number of relatively common neighborhood characteristics, but the city stands out in that it has retained all of these characteristics while other places have not (See Fig. 2). Just as quality of life has a positive feedback loop with resident pride and local investment, it also does with fiscal viability. The city is fiscally successful because it invests in itself, residents invest in the city, and overall that maintains a high quality of life. Elements key to that quality of life are:

1. School quality and access;
2. Park quality, access, and diversity;
3. Downtown access and success;
4. Tree canopy;
5. Narrow streets;
6. Walkability;
7. Age diversity;
8. Property maintenance; and
9. Housing diversity and quality.

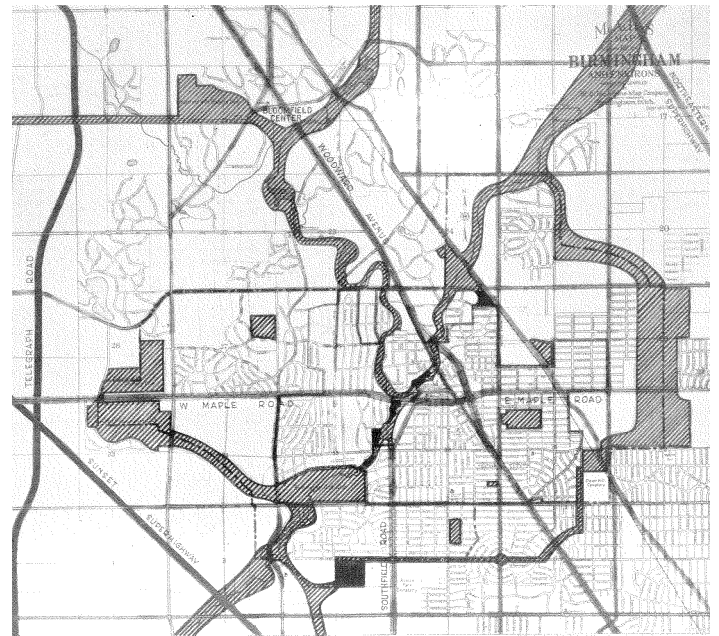


Figure 1. 1929 Plan of Birmingham and Vicinity - the shaded areas indicate proposed future parkways.



# A. Introduction

## Retaining Quality of Life

Individually each of these elements is simple and obvious, but they work together to make places feel safe, comfortable, friendly, and relaxed - like home. While not an element above, good governance is and has been key to maintaining these individual qualities and the city's overall quality of life.

Resilience is an important quality for any community to possess. As the world changes, cities need to withstand those changes and emerge strong. Birmingham has fared well in this regard throughout its' history, despite the disastrous blows many cities have endured through the 20th Century. Resilience is derived from social, physical, environmental, and governmental systems. Each of these areas influences the other; a healthy and resilient community must understand the balance and interaction of its systems, that decisions and initiatives should be weighed by their impact in all of these areas.

Ultimately, cities are social ecosystems for people. Cities thrive where people build roots and interconnections, the physical social network. Neighborhood social networks build, support, and retain a high quality of life. Citywide social networks build, support, and retain civic services such as schools, parks, libraries and historical resources, support organizations for seniors, impoverished residents, and others, extracurricular educational, skills, health development, and community building activities. Business social networks build innovation and local economies. Each scale of physical social network needs a means for people to observe each other in the city, places for them to meet and interact, and support structures which help them develop. For instance, people who enjoy observing nature need places to do so alone and together, and an advocacy organization for ecological preservation. Similarly, business innovation needs space for creative and driven people to interact, and

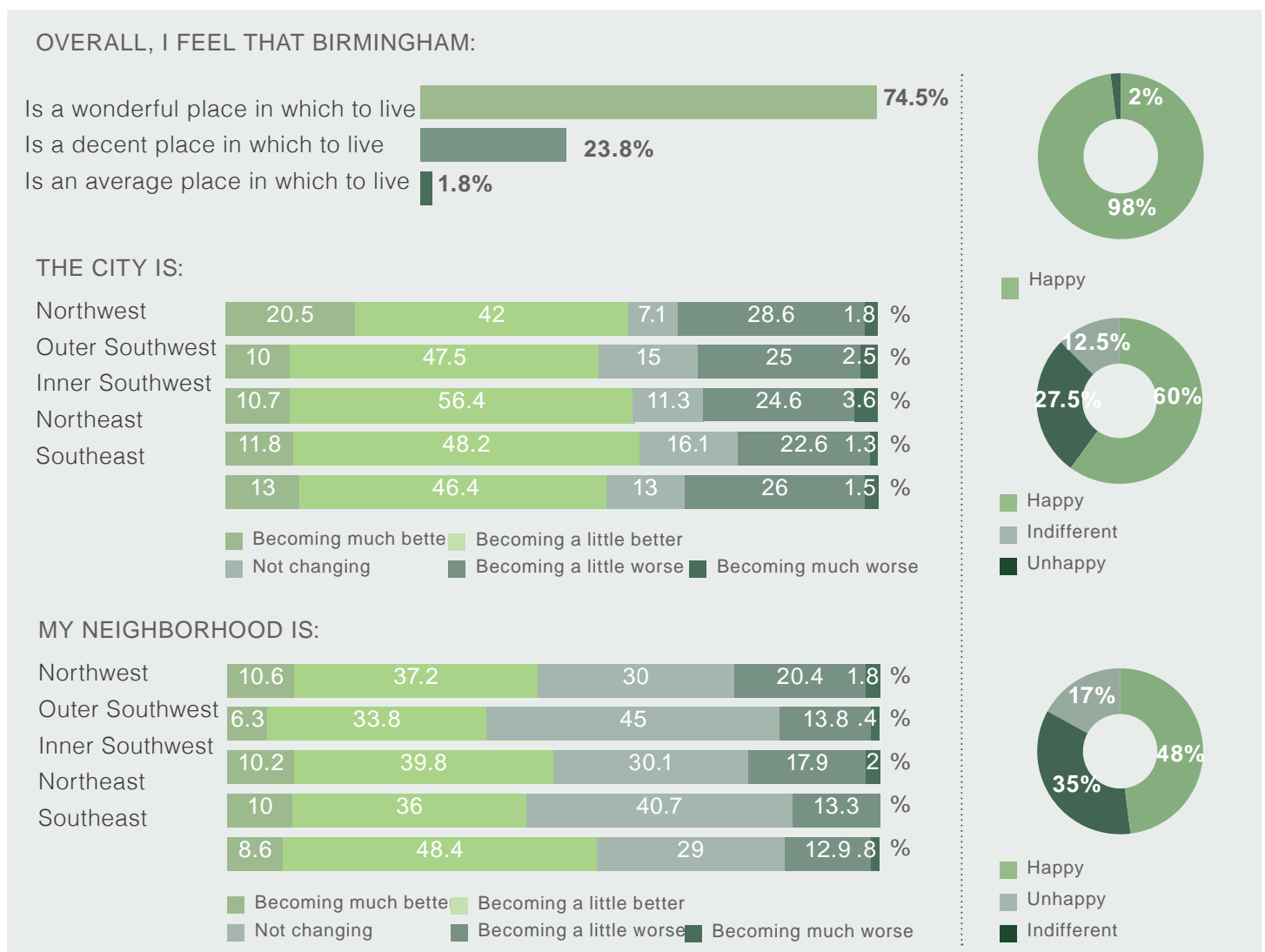


Figure 2. The Birmingham Plan initial survey results (May 2019).

# A. Introduction

## Retaining Quality of Life

buildings with inexpensive rent or shared facilities where they can incubate new ventures.

A key component of all three social realms is diversity. When cities become too narrow in their diversity of age, race, family structure, background, experience, civic institutions, and businesses, they eventually decline. Residents have discussed the needs of the older adult population extensively. Discussed less frequently are the needs of middle aged and younger populations. Focusing too much on one group over another is a distraction of the present; cities need to provide for and retain a population that is diverse in age. Similarly, businesses must be diverse in their sizes, areas of focus, and age. Cities need well established businesses along with new and innovative businesses. To achieve this, buildings are needed which differ in the size of space provided, rent, and location in the community, and zoning needs to allow for a broad and ever-changing range of business types.

As places where people exist in physical space, cities must be supportive of peoples' physical needs and abilities, and provide the spaces necessary for interpersonal networks to thrive. At a basic level, people need food, shelter, exercise, and access to nature. To exist as a broader society, people need access to a marketplace and places to gather. While food and shelter are often discussed, exercise and access to nature have only more recently been studied. The form of a city significantly influences one's likelihood of daily exercise. If much of a day's trips can occur by walking and biking, then on average people are physically healthier. When a city maintains a vibrant tree canopy, parks, and natural areas, combined with opportunities to walk, people are mentally healthier (See Fig. 3). At the broader societal level, people need a marketplace for jobs and to acquire goods. Ideally this should be near to where they live to achieve the physical and mental advantages of walking and nature. And places to gather are also key social requirements, which should be varied in type and distributed throughout the community, typically in the form of plazas, parks, and preserves, but also in the form of cafes, markets, and social clubs (See Fig. 4).

Birmingham straddles the Rouge River and has a direct relationship with the

watershed. The river and watershed are important for the region and for peoples' daily life in the city. Since the industrial revolution, cities have done a poor job of caring for the natural environment upon which they are built. Eventually those natural systems react in a way that makes places less hospitable. For instance, caring for the city's soils, water quality, and street design and maintenance impacts the health and longevity of street trees, which impact mental health, clean the air of pollutants, and keep the city cool during the hot months. Beyond the immediate environment of Birmingham, choices made within the city have a broader impact. Buildings can use less energy or generate their own, driving can be reduced, recycling opportunities can be expanded, composting opportunities can be added, and choices being made concerning material use in homes, businesses, and municipal operations can cause less impact. Overall, caring for the city's local environment and lessening its impact on the broader environment will in turn support the city's future health.



Figure 3. Vibrant tree canopy in Birmingham.



Figure 4. Birmingham Hometown Parade (May 2019).

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## B. Future Land Use



## B. Future Land Use

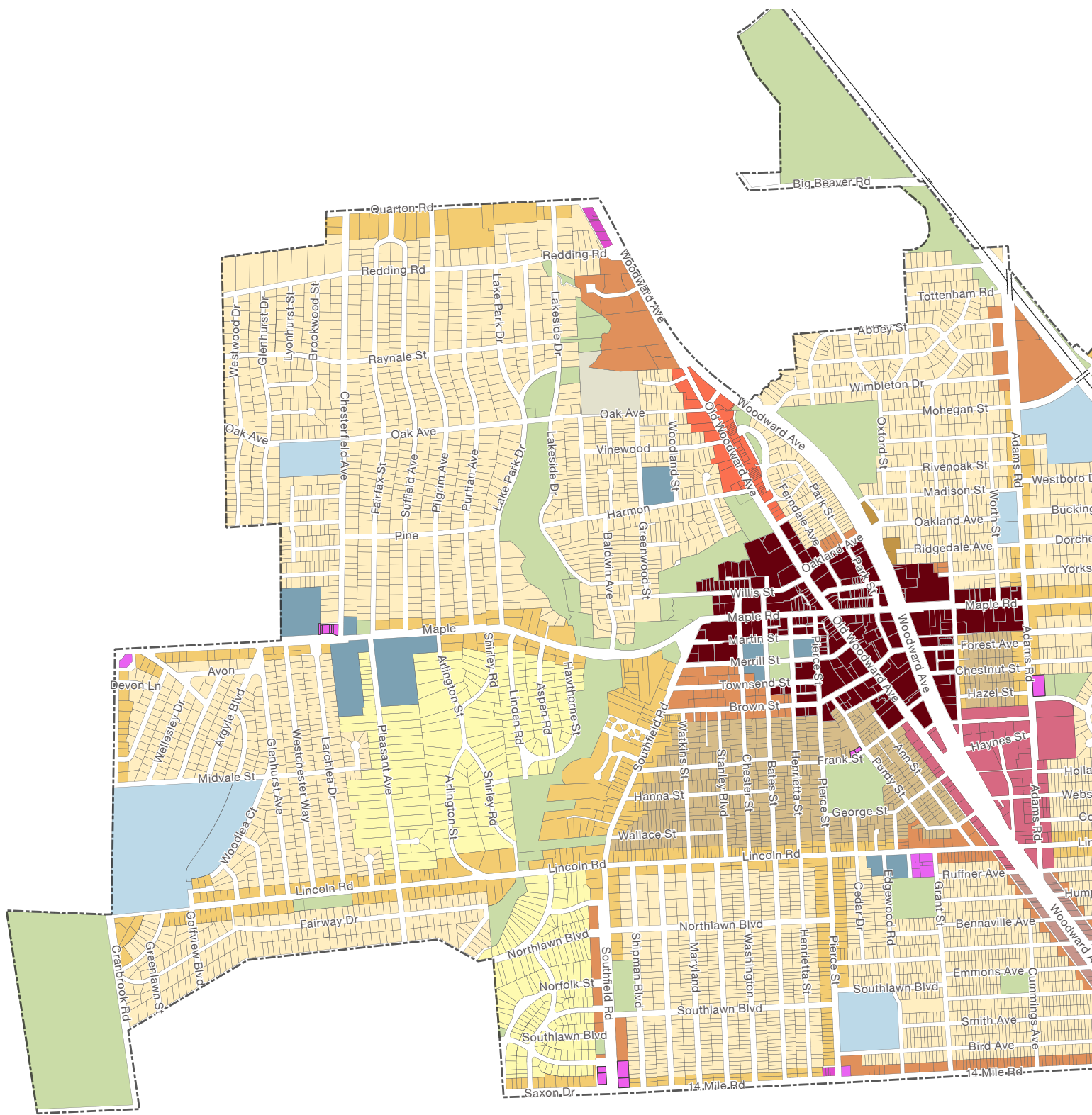


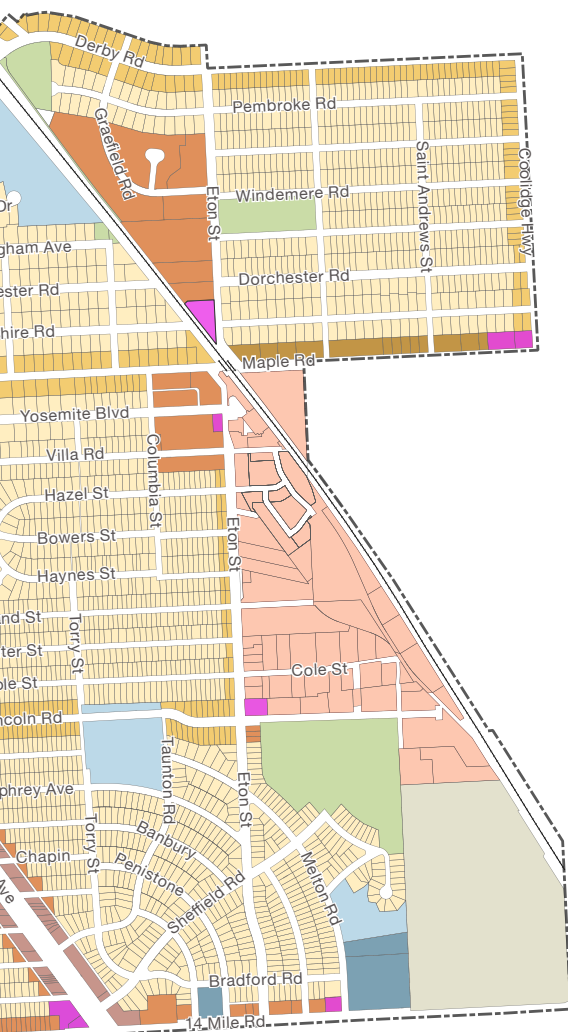
Figure 5. Future Land Use Map.

# B. Future Land Use

## Future Land Use Map

### Future Land Use Map

Birmingham's future land use map is structured by Planning District boundaries within which land uses reinforce the desired future character. This map serves as the basis for zoning, specifying where different uses and intensities are appropriate throughout the City. This Future Land Use Map aims to identify, sustain, and strengthen Birmingham's neighborhoods and mixed-use districts. The following sections describe each land use in greater detail.



#### District Destinations

- Civic Destination: General
- Civic Destination: School
- Civic Destination: Cemetery
- Recreational Destination
- Commercial Destination

#### Mixed Use District Fabric

- Maple and Woodward
- Haynes Square
- Market North
- Rail District
- South Woodward

#### Neighborhood District Fabric

- Fine Grained
- Traditional
- Picturesque

#### District Seams

- Buffer  
(TZ-1, TZ-3, R3, R4, R5, R6, R7, R8, MX)
- Activity  
(TZ-1, R3, R4, R5, R6, R8)
- Access  
(R1A, R1, R2, R3)

## B. Future Land Use

### Zoning Plan

#### Zoning Plan

A zoning plan is required by the Michigan Planning Enabling Act (MPEA) and Zoning Enabling Act (MZEA). Section 33(d) of the MPEA (PA 33 of 2008), as amended, requires that the comprehensive plan shall serve as the basis for the community's zoning plan and the Michigan Zoning Enabling Act (PA 110 of 2006), as amended, requires a zoning plan to be prepared as the basis for the zoning ordinance.

Birmingham's Zoning Plan (See Fig. 6) presents a summary of the zoning districts that apply to each of the proposed future land use planning district designations. To implement the zoning plan, recommended future revisions to Birmingham's zoning ordinance are discussed throughout this plan.

Future Land Use Category	Corresponding Zoning District(s)
<b>District Destinations</b>	
Civic Destinations: General	Any district which permits institutional uses
Civic Destinations: School	Varies: must match the predominant district of surrounding properties
Civic Destinations: Cemetery	PP: Public Property
Recreational Destinations	PP: Public Property
Commercial Destinations	N/A: New zoning districts required to control scale
<b>Mixed-use District Fabric</b>	
Maple and Woodward	Downtown Overlay; Triangle Overlay; MX: Mixed Use
Haynes Square	Downtown Overlay; Triangle Overlay; MX: Mixed Use
Market North	Downtown Overlay; Triangle Overlay
Rail District	MX: Mixed Use; R7: Multiple-Family Residential
South Woodward	MX: Mixed Use; R7: Multiple-Family Residential
<b>Neighborhood District Fabric</b>	
Fine Grained	R2: Single-Family Residential; R3: Single-Family Residential; R4: Two-Family Residential
Traditional	R1: Single-Family Residential; R2: Single-Family Residential
Picturesque	R1A: Single-Family Residential; R1: Single-Family Residential
<b>District Seams</b>	
Buffer	TZ-1: Transition Zone; TZ-3: Transition Zone; R3: Single-Family Residential R4: Two-Family Residential; R5: Multiple-Family Residential R6: Multiple-Family Residential; R7: Multiple-Family Residential R8: Attached Single-Family Residential; MX: Mixed Use
Activity	TZ-1: Transition Zone; R3: Single-Family Residential R4: Two-Family Residential; R5: Multiple-Family Residential R6: Multiple-Family Residential; R8: Attached Single-Family Residential
Access	R1A: Single-Family Residential; R1: Single-Family Residential; R2: Single-Family Residential; R3: Single-Family Residential; R4: Two-Family Residential (only where abutting R3 or more intense zoning districts)

Figure 6. Zoning Plan.



## B. Future Land Use

### Birmingham Planning Districts

#### Birmingham Planning Districts

Planning Districts identify segments of the city that demonstrate a consistent character, which differs from that of surrounding areas. (See Fig. 8) Those character differences may be defined by the mixture of uses, the size of properties and blocks, the trajectory of streets, or natural and man made divisions such as the Rouge River or railroad alignment. These districts were originally identified by their bounding roads in the text of the 1980 Master Plan but not reflected in Future Land Use. Adding this distinction to Future Land Use indicates that land use decisions should consider the area's unique character. In addition to land use decisions, this plan uses Planning Districts for analysis and structuring of other municipal programs such as parks and civic art.

Birmingham's Planning Districts, due in part to the era in which the city was built, closely reflect the structure of a 1920's neighborhood unit. Figure 7 illustrates that typical neighborhood unit structure, which is reflected in the Future Land Use Map. The neighborhood unit consists mostly of District Fabric, whether mixed-use or residential. Districts typically contain recreational space, civic institutions, and a small commercial area, which are all destinations for district

residents. Most of Birmingham's Planning Districts include these elements, Barnum and Pierce most closely resembling the diagram.

The edges of Planning Districts are designated District Seams. These are places where districts abut each other, natural or man made barriers, and roadways that are more significant than a neighborhood street. Seams recognize this condition which results in greater pedestrian, bicycle, and vehicular traffic along the Seam. Most Seams are low in intensity, designated Access, which reflects the character of surrounding District Fabric and recognizes the increased activity. Higher intensity Buffer and Activity Seams occur along regionally significant roadways which carry high traffic volumes and in places adjacent to Mixed-use Districts which are much higher in intensity than the surrounding District Fabric.

Five Mixed-use Districts are identified, differentiated by character. Like other Planning Districts, most Mixed-use Districts include or should include recreational space and civic institutions. Commercial destinations are not generally part of a Mixed-use District, however, because these districts include a mix of commercial uses more broadly.

Planning Districts serve as a guide for the types of land use which are appropriate across distinct segments of the city. Changes in land use should consider the neighborhood unit structure and typical distribution of uses as follows:

- District Fabric is either mixed-use or neighborhood, and is consistent across the district;
- District Seams occur along the edge of a district;
- Commercial Destinations occur along the edge of a district or adjacent to significant recreational destinations, and are limited in area;
- Civic Destinations may occur within a district or at its edge, and are few in number;
- Recreational Destinations may take many forms, but districts should include or abut at least one.



Figure 7. Planning District Structure.

## B. Future Land Use

### Zoning Plan

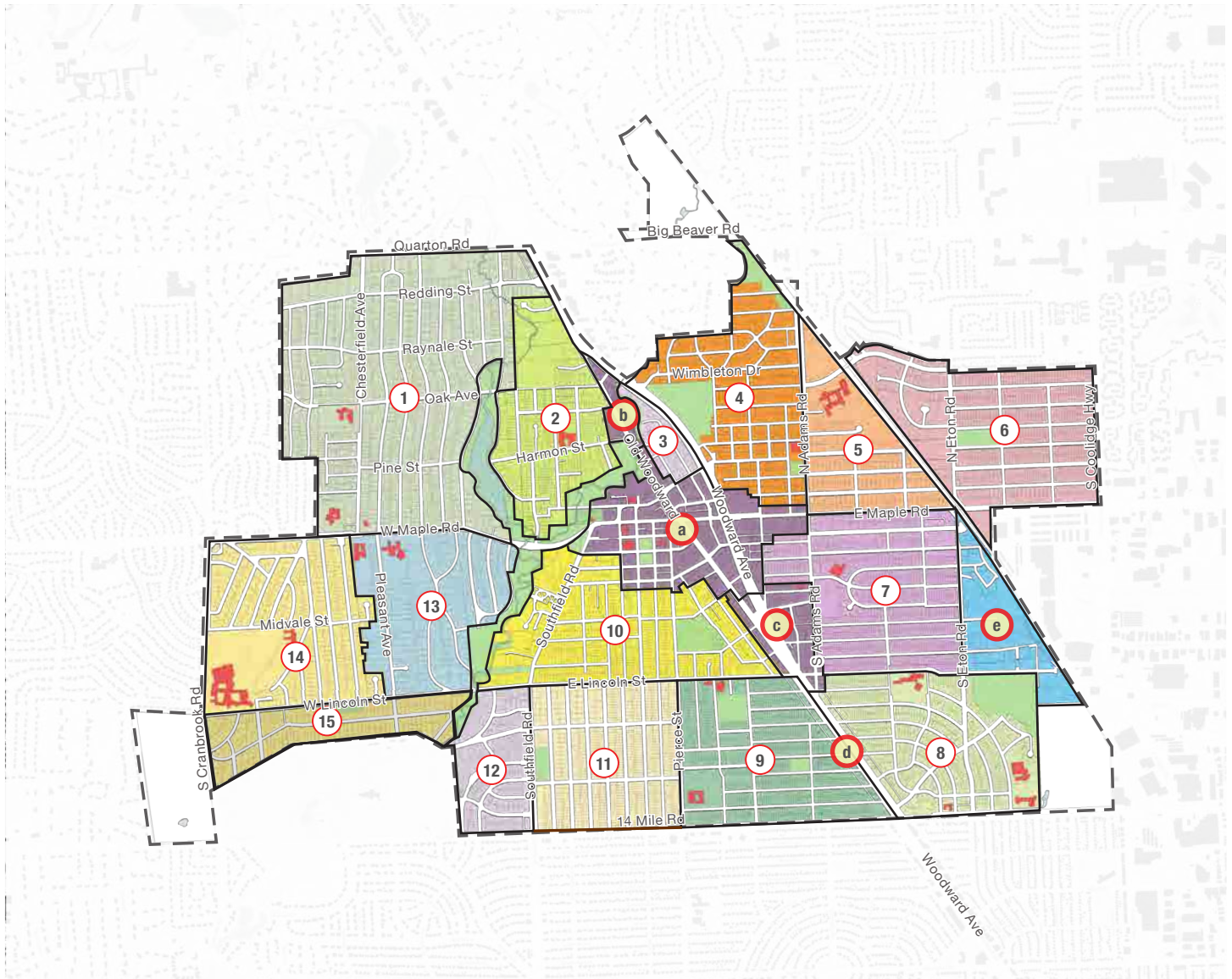


Figure 8.

### BIRMINGHAM PLANNING DISTRICTS

#### Neighborhood Districts

- |               |                     |
|---------------|---------------------|
| 1 Quarton     | 9 Pierce            |
| 2 Holy Name   | 10 Barnum           |
| 3 The Ravines | 11 Crestview        |
| 4 Poppleton   | 12 Birmingham Farms |
| 5 Derby       | 13 Linden           |
| 6 Pembroke    | 14 Seaholm          |
| 7 Torry       | 15 Lincoln Hills    |
| 8 Kenning     |                     |

#### Mixed-use Districts

- |                          |
|--------------------------|
| a Maple & Woodward       |
| b Market North           |
| c Haynes Square          |
| d South Woodward Gateway |
| e Rail District          |

## B. Future Land Use

### Mixed-use District Fabric

#### Mixed-use District Fabric

Birmingham's Mixed-use Districts are defined principally by Mixed-use District Fabric. As the name implies, these are blocks and buildings which include a variety of uses. Between the Downtown and Triangle District Overlays, and the Eton Corridor Plan, each area has a clear set of rules and applicable zones. To achieve greater zoning consistency citywide, these zones may be changed through a zoning update, but should retain the intent of prior plans for Downtown, the Triangle District, and the Eton Corridor. Each district is distinct in its mix of uses and location for required ground floor commercial uses. To be successful, each district must also develop moderate to high densities of housing, and provide civic and recreational space.

- Maple and Woodward is a high intensity mixed-use district which includes zones as defined in the Downtown and Triangle District Overlays. Zoning may be modified to create greater consistency between these overlay districts, but should generally retain the heights and uses as defined in those overlays. Ground floor commercial uses are required as defined by the Red Line Retail standards.
- Market North is a low intensity mixed-use district which includes zones as defined in the Downtown Overlay. Market North should consist of buildings lower in scale and intensity than the core of Downtown to the south, and of smaller scale businesses. Ground floor commercial uses are required as defined by the Red Line Retail standards.
- Haynes Square is a medium intensity mixed-use district which includes zones as defined in the Downtown and Triangle District Overlays. Similar to Maple and Woodward, zoning may be modified for greater consistency. Haynes Square should be lower in height and intensity than areas further north in the core of downtown. Ground floor commercial uses should be provided along Old Woodward, Woodward, and Haynes Street. Other streets may include other primary uses.
- The South Woodward Gateway is a specialized mixed-use district which provides a transition between the high speed, high capacity Woodward Ave and adjacent neighborhoods. This transition is both in height and use. Additional height and intensity are needed to provide a better buffer for the adjacent neighborhoods, yet height should step-down to meet the scale of adjacent residences.
- The Rail District is a low intensity mixed-use district which includes zones as defined in the Eton Corridor Plan.

#### Neighborhood District Fabric

Neighborhood District Fabric constitutes the majority of each neighborhood-based Planning District, and as a result most of the City overall. Identified as picturesque, traditional, and fine grained, neighborhood fabric consists of single-family housing within a narrow range of size and character. This housing is arranged in blocks bounded by low speed, pedestrian and bicyclist-centric roads, lined with mature street trees.

Neighborhood District Fabric is often distinguished in terms of block structure, which is its framing element. Across Birmingham, block structure varies substantially. Most of Quarton Lake Estates has long blocks, oriented north-south, with the exception of the western portion which has a variety of shorter blocks, some that change direction. Holy Name has principally square blocks. Interestingly, Crestview and Pierce have similarly sized blocks but in different orientations. Kenning and Birmingham Farms have many curvilinear blocks. The structure of a neighborhood's blocks establishes a great deal of its character. Deep blocks support deeper properties. Short blocks are more easily walkable. Curvilinear blocks deflect views. Very straight blocks give long views. No pattern is better or worse, they simply provide a structure for the neighborhood fabric.

In each neighborhood, the size of private lots varies while often occupying the same structure of blocks. For instance, Crestview has larger lots to the west and smaller lots to the east (See Fig. 9). The same is true in Pembroke, with smaller lots to the north and larger to the south. Variety of lot sizes in a neighborhood contributes to the visual interest of pedestrians, with houses of different types and sizes. This also supports a diversity of resident types in terms of family structure, age, and income. Each Planning District includes a narrow range of diversity internally, which is reflected in the narrow range of zoning districts within each intensity of neighborhood fabric.

- Picturesque Fabric includes R1A and R1 zoning districts.
- Traditional Fabric includes R1 and R2 zoning districts.
- Fine Grained Fabric includes R2, R3, and R4 zoning districts.



## B. Future Land Use

### District Seams

#### District Seams

District Seams are an important means of coordinating land use and transportation and significant routes of vehicular, bicycle, and pedestrian movement. Identified as access, activity, and buffer, neighborhood seams consist of a variety of single-family detached and attached housing and multi-family housing at different scales, limited according to intensity, home-based businesses, and some size-limited businesses in Buffer Seams (See Fig. 10). By definition, Seams are applied only at the edges of Planning Districts - one or two lots deep. The intensity of Neighborhood Seams is related to the Neighborhood Fabric intensity, the size and character of the adjacent roadway, or adjacency of Mixed-use Districts. Buffer Seams are very limited in application, only appropriate adjacent to mixed-use centers and the intersections of major and section line roads.

Access Seams match the intensity of the Planning District's neighborhood fabric. These Seams signal a response to adjacent transportation conditions, where streets may require wider sidewalks, bicycle accommodations, or traffic calming to lessen the impact of higher speed and volume traffic within a residential context.

Activity and Buffer Seams are located along regionally significant streets and in places where multi-family housing, attached single-family housing, and commercial uses have previously been built. The Seam designation establishes consistency, recognizing what has already been built and enabling infill development in conditions that are not conducive to single-family housing. Activity and Buffer Seams



Figure 10. A hypothetical Activity Seam.

provide opportunities for building townhomes, cottage courts, and small multi-family buildings. These types are allowed within some Mixed-use Districts, however the value of land precludes their construction.

Non-residential uses within the edge of Planning Districts are designated as Commercial Destinations, not Seams, and are subject to restrictions of business size, noise, hours of operation, and other elements ensuring compatibility with surrounding housing.

- Access Seams include R1A, R1, R2, and R3, and R4 where abutted by R3 or more intense properties on all boundaries.
- Activity Seams include TZ-1, R3, R4, R5, R6, and R8 districts.
- Buffer Seams include TZ-1, TZ-3, R3, R4, R5, R6, R7, R8, and MX districts.



Figure 9 - Crestview neighborhood fabric.

## B. Future Land Use

### District Destinations

#### District Destinations

Within each planning district there may be one or more special land uses which serve as destinations for residents of that district, surrounding districts, or even outside of the city. Most frequently these destinations are schools, churches, and other civic institutions, followed in frequency by open spaces. Destinations are key supportive features within the city and planning district, giving many residents the opportunity to walk to some of their daily needs, to socialize with neighbors, and for residents of all ages to build friendships. However, destinations also generate some amount of traffic and parking demand, and may have peak hours of activity that require consideration for their surroundings.

Destinations are organized in three categories: Civic Destinations, Recreational Destinations, and Commercial Destinations. Civic destinations include civic institutions and outdoor spaces in institutional use. Schools and cemeteries are further identified within the civic category due to their importance within the city. Recreational destinations include parks and public open spaces of different sizes, from pocket parks to the Rouge River natural area. Commercial destinations are a special category of non-residential uses that serve a local rather than regional customer base due to their size, hours of operation, and the

specific category of business. These include neighborhood-supportive services where a significant share of customers are located nearby (See Fig. 11).

- Civic Destination: General includes any zoning district within which the institutional use is allowed, and is restricted only to allowed institutional uses.
- Civic Destination: School should match the predominant zoning district of surrounding properties.
- Civic Destination: Cemetery includes the Public Property District.
- Recreation Destinations include the Public Property District.
- Commercial Destinations are intended for new zoning categories which limit development and operational parameters necessary to promote compatibility with surroundings.



Figure 11. Example of a Commercial Destination land use.

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## C. Summary of Key Actions



## C. Summary of Key Actions

### Key Actions

This section summarizes the actions embedded in each subsequent chapter and subsection of this document. Some actions include numerous specific recommendations, listed here, as well as details and best practices, embedded in the chapter text..

Type	Title	Description	Where
Policy	1. Zoning Code Update	Update the zoning code. The following goals are provided greater detail within the chapters listed. See additional goals under “Best Practice Recommendations” in the “Update the Zoning Code” section.	
		- Focus on brevity, clarity, graphics, and aligning zones with Future Land Use categories.	Ch. 2
		- Consolidate zones and uses as much as is practical and ensure the updated document is legible, clear, and predictable.	Ch. 2
		- Extend D2 zoning to the multi-family properties along the west side of Old Woodward up to Quarton.	Ch. 4
		- Modify the MX District to enable the urban development envisioned for the Rail District.	Ch. 4
		- Develop an Overlay Zoning District for the Lower Rail District that permits the existing, but somewhat improved condition to persist for the area south of Palmer Street.	Ch. 4
		- Create a zoning district to enable neighborhood destinations.	Ch. 1
		- Create a new zoning district or modify the transition zone districts to enable infill development of small homes, townhomes, duplexes, and small multi-family buildings, limited to buffer and activity district seams.	Ch. 2
		- Reduce the amount of open space required per unit for townhomes and multi-family.	Ch. 2
		- Adjust residential zone boundaries and standards to better match existing housing. Including a study of the city’s residential architectural styles and building types, their key characteristics, position on their properties, driveway configuration, age, and the areas where each common type is located.	Ch. 3
		- Encourage renovations to expand existing houses rather than the construction of new houses.	Ch. 3
		- Review and update site, building, and design codes to prevent increased rainwater runoff and other negative impacts from new house construction.	Ch. 3
		- Consider age-in-place-friendly building regulations, such as grab-bars, ramps, and elevators in single-family homes, with careful attention paid to the city’s architectural heritage.	Ch. 3
		- Address neighborhood lighting standards, including exterior residential lighting intensity and color temperature. See the International Dark Sky Association recommended standards.	Ch. 3
		- Develop storefront design, signage, and other standards to retain the small-scale business character of Market North.	Ch. 4
		- Enable Accessory Dwelling Units (ADUs) in already compatible zones: MX, TZ1, TZ3, and R4 through R8. Study ADUs for additional locations within the city and the regulations necessary to ensure compatibility.	Ch. 2
		- Allow cafes, food trucks, carts, and kiosks in parks (currently the Public Property district).	Ch. 1

## C. Summary of Key Actions

### Key Actions

Type	Title	Description	Where
	1. Zoning Code Update (continued)	<ul style="list-style-type: none"> <li>- Create subdivision and zoning standards to encourage redevelopment of the Adam's Square shopping center.</li> <li>- Establish zoning standards to encourage redevelopment of South Woodward Gateway properties.</li> <li>- Establish zoning standards to enable Neighborhood Sleeves in the South Woodward Gateway.</li> <li>- Establish zoning standards to enable shared-use alleys, particularly in the South Woodward Gateway.</li> <li>- Incentivize South Woodward Gateway redevelopment through increased zoning capacity, permitting housing, and reduced parking requirements.</li> <li>- Require adherence to LEED standards within the City's mixed-use districts and municipal buildings.</li> </ul>	<p>Ch. 1</p> <p>Ch. 4</p> <p>Ch. 4</p> <p>Ch. 4</p> <p>Ch. 4</p> <p>Ch. 5</p>
Policy	2. Inspections Policy	Expand the inspection process for new house construction to minimize negative impacts on surrounding properties.	Ch. 3
Policy	3. Historic Districts Policy	Adopt a policy to proactively establish new historic districts as well as landmarks.	Ch. 3
Policy	4. Public Art Policy	Permit murals and wraps like the popcorn utility wrap to be city-initiated or by the Public Arts Board.	Ch. 1
Boards & Programs	5. Sustainability Board	Establish a Sustainability Board to oversee the recommendations of this plan section and other future sustainability initiatives.	Ch. 5
New Plans	6. Woodward Safety & Beautification Plan	<p>Create a Woodward Safety and Beautification Plan. The following goals are provided greater detail within the chapters listed.</p> <ul style="list-style-type: none"> <li>- Improve Woodward crossings following best practices for pedestrians and cyclists.</li> <li>- Study lane reduction and re-striping options for Woodward.</li> <li>- Pursue a speed reduction on Woodward through legislative means.</li> <li>- Plant a full and consistent tree canopy along the Woodward median throughout Birmingham, beginning with the northern and southern entries.</li> <li>- Adjust Elm to meet Woodward perpendicularly.</li> <li>- Adjust Worth to meet Woodward perpendicularly.</li> </ul>	<p>Ch. 1</p> <p>Ch. 1</p> <p>Ch. 1</p> <p>Ch. 4</p> <p>Ch. 1</p> <p>Ch. 1</p>
Policy	7. Unbundled Parking	Pilot unbundled residential parking within Downtown parking garages.	Ch. 2
Policy	8. Unimproved Streets	<p>Adopt policy recommendations specified by the Ad-hoc Unimproved Streets Committee (AHUSC), including the following:</p> <ul style="list-style-type: none"> <li>- Establish a yearly budget to remedy unimproved streets, considering the general fund plus bond strategy and repayment timelines.</li> <li>- Survey the current condition of unimproved streets, categorized by the current quality such that streets in the most extreme states of disrepair can be prioritized for improvement.</li> <li>- Remedy unimproved streets according to the repair priority and budget, ensuring improvements occur in multiple Planning Districts each year.</li> </ul>	<p>Ch. 3</p> <p>Ch. 3</p> <p>Ch. 3</p>
New Plans	9. Mixed-use Districts Parking Plan	<p>Create a Mixed-use Districts Parking Plan. The following goals are provided greater detail within the chapters listed.</p> <ul style="list-style-type: none"> <li>- Establish unbundled residential parking policies within Downtown garages.</li> </ul>	Ch. 2

## C. Summary of Key Actions

### Key Actions

Type	Title	Description	Where
	9. Mixed-use Districts Parking Plan (continued)	<ul style="list-style-type: none"> <li>- Establish unbundled residential parking policies in all mixed-use districts in existing and future parking garages.</li> <li>- Provide public parking as recommended in the 2007 Triangle District Plan.</li> <li>- Provide public parking in the Rail District. Consider redevelopment of the DPS building to occupy a portion of a public parking garage in its place, which services the lower Rail District.</li> <li>- Provide public parking for the western Haynes Square district.</li> <li>- Provide way-finding and informational signage for public parking.</li> <li>- Study opportunities to accommodate more monthly garage permits.</li> <li>- Study monthly parking pass fees to better align with prevailing rates.</li> <li>- Study tiered parking pricing to encourage use of under-utilized garages.</li> <li>- Study tiered parking meter pricing to encourage use of under-utilized on-street parking.</li> <li>- Study the potential for Public Private Partnerships to construct garages.</li> <li>- Study bike parking and electric vehicle charging stations in garages.</li> <li>- Study additional parking assessment districts or incremental tax districts for land purchases and financing the development of parking garages.</li> <li>- Study parking garages at the Bates Street Extension and Lot 6.</li> <li>- Study technological improvements to ease usage of parking garages.</li> </ul>	<p>Ch. 2</p> <p>1, 2, 4</p> <p>2 &amp; 4</p> <p>Ch. 2</p> <p>1 &amp; 4</p> <p>Ch. 4</p> <p>Ch. 4</p> <p>2 &amp; 4</p> <p>Ch. 4</p> <p>Ch. 1</p> <p>Ch. 4</p> <p>Ch. 1</p> <p>Ch. 4</p> <p>Ch. 4</p>
New Plans	10. North Old Woodward Streetscape Plan	Develop a streetscape plan along North Old Woodward, up to Big Woodward, with a focus on adding on-street parking and pedestrian and bicycle amenities and improving safety.	Ch. 4
Studies	11. Civic Facilities Study	<p>Study key civic facilities to continue to support Birmingham residents. The following goals are provided greater detail within chapters specified.</p> <ul style="list-style-type: none"> <li>- Study the location, programming, and funding for new facilities for Next.</li> <li>- Study a permanent, open-air farmers market pavilion with public restrooms on the portion of Lot 6 that is along Old Woodward.</li> <li>- Establish policy to continue the tradition of constructing Birmingham's civic buildings and parks as iconic structures and landscapes to the highest standards and at a civic scale.</li> </ul> <p>Ensure the Community Foundation / Fund is established in a timely manner.</p>	<p>Ch. 1</p> <p>Ch. 4</p> <p>Ch. 1</p> <p>Ch. 1</p>
Existing Plan Updates	12. Parks and Recreation Master Plan Update	<p>Expand the 2018 Parks and Recreation Master Plan or create a new plan beyond the 2022 horizon. The following goals are provided greater detail within the chapters listed. See additional goals under headings "Parks Best Practices" in Chapter 4.</p> <ul style="list-style-type: none"> <li>- Differentiate parks by type to better determine appropriate amenities, services, and best practices.</li> <li>- Utilize Planning Districts to determine sufficiency of park access across the city, availability of amenities, and consideration of activities and recreation in each season.</li> <li>- Formalize the public use of school and institutional open spaces for neighborhood recreation, prioritizing under-served Planning Districts.</li> <li>- Develop Worth Park to provide needed open space for Torry.</li> <li>- Develop the contemplated linear park and trail along the Rail District.</li> </ul>	<p>Ch. 3</p> <p>Ch. 3</p> <p>1 &amp; 3</p> <p>Ch. 3</p> <p>Ch. 4</p>

## C. Summary of Key Actions

### Key Actions

Type	Title	Description	Where
	12. Parks and Recreation Master Plan Update (continued)	<ul style="list-style-type: none"> <li>- Build a cafe or provide accommodations in Booth Park as recommended in the 2016 Downtown Plan.</li> <li>- Increase amenities and connections in Downtown's parks and mini-parks.</li> <li>- Purchase part of the Adams Square parking lot for park space, or ensure that redevelopment would require that future park space be provided near Adams and Bowers.</li> </ul>	<p>1 &amp; 4</p> <p>Ch. 4</p> <p>Ch. 3</p>
Policy	13. Residential Street Standards	<p>Update the Residential Street Standards, aligning the streetscape elements with Future Land Use categories. Update the Multi-modal Plan accordingly. Additionally:</p> <ul style="list-style-type: none"> <li>- Advocate for state legislation permitting municipalities to reduce posted speed limits below 25 mph.</li> </ul>	<p>Ch. 3</p> <p>Ch. 3</p>
Policy	14. Mixed-use District Streets	Adopt a policy requiring a minimum 6-foot clear path along the sidewalk be retained throughout mixed-use districts.	Ch. 4
New Plans	15. Mixed-use Streetscape Plan	- Create a streetscape improvement plan for the Triangle District and Rail District.	Ch. 1
Existing Plan Updates	16. Multi-modal Plan Update	<p>Update the Multi-modal Plan. The following goals are provided greater detail within the chapters listed. See additional goals under headings "Multi-modal Plan Updates" and "Best Practice Recommendations for the Multi-modal Plan" in Chapters 1 and 4.</p> <ul style="list-style-type: none"> <li>- Address increased pedestrian activity anticipated in mixed-use districts that will grow in residential population.</li> <li>- Support increased pedestrian activity on both sides of North Old Woodward and provide streetscape amenities.</li> <li>- Complete gaps in sidewalks, add accessible corner ramps where not already specified, and replace street trees which are displaced by the process.</li> <li>- Address recent experiences with increased outdoor dining.</li> <li>- Ensure bicycle facilities are protected on all streets posted at or above 35mph.</li> <li>- Study bicycle accommodation alternatives along Lincoln.</li> <li>- Include mobility routes based upon bicycle boulevard practices.</li> <li>- Implement additional transportation mode best practices for new mobility technology and modes such as micro EVs, golf carts, and micro-mobility.</li> <li>- Improve the conditions at bus stops along more major roads.</li> <li>- Add Electric Vehicle charging stations throughout the city at garages, public parking lots, and on-street in Mixed-use Districts.</li> <li>- Adopt a policy regulating street lighting, including intensity, color temperature, luminaire, and pole height and frequency.</li> <li>- Include a public education component.</li> </ul>	<p>Ch. 1</p> <p>Ch. 4</p> <p>Ch. 3</p> <p>1 &amp; 4</p> <p>Ch. 1</p> <p>Ch. 3</p> <p>Ch. 1</p> <p>Ch. 1</p> <p>Ch. 1</p> <p>Ch. 5</p> <p>Ch. 3</p> <p>Ch. 1</p>
Existing Plan Updates	17. Eton Road Corridor Plan	<p>Update the Eton Road Corridor Plan. The following goals are provided greater detail within Chapter 4.</p> <ul style="list-style-type: none"> <li>- Increase connectivity for pedestrians, bikes, and cars for the area south of Hazel Street including future rail crossings.</li> <li>- Provide access to the Troy Transit Center and consider the development of surrounding properties.</li> </ul>	<p>Ch. 4</p> <p>Ch. 4</p>

## C. Summary of Key Actions

### Key Actions

Type	Title	Description	Where
New Plans	18. Mixed-use Districts Branding Plan	Create a Mixed-use Districts Branding Plan, in coordination with the Birmingham Shopping District, to brand the City's multiple mixed-use districts.	1 & 4
Policy	19. Art Murals Policy	Implement an art-mural program for large blank wall surfaces in key locations. Coordinate with the Mixed-use Districts Branding Plan.	Ch. 4
New Plans	20. Green Infrastructure	Create a Green Infrastructure Plan to address stormwater run-off and areas experiencing regular flooding.	Ch. 5
New Plans	21. Sustainability Action Plan	Create a Sustainability Action Plan. The following goals are provided greater detail within chapter 5. <ul style="list-style-type: none"> <li>- Reduce environmental impacts of municipal operations.</li> <li>- Incentivize green building, renewable energy, and green landscaping.</li> <li>- Expand recycling and composting.</li> <li>- Implement green stormwater practices in streets and parks.</li> <li>- Support Rouge River Natural Area improvements.</li> <li>- Implement other sustainability focused recommendations of this plan.</li> <li>- Increase inter-governmental cooperation around sustainability initiatives.</li> <li>- Study the best path towards encouraging or requiring businesses reduce plastic and styrofoam use.</li> </ul>	Ch. 5 Ch. 5 Ch. 5 Ch. 5 Ch. 5 Ch. 5 Ch. 5 Ch. 5
New Plans	22. Rouge River Restoration Plan	Develop a plan to improve and maintain the Rouge River natural area. The following goals are provided greater detail within chapter 5. <ul style="list-style-type: none"> <li>- Inventory and analyze the Rouge corridor's wildlife, ecology, natural systems, and pollution sources.</li> <li>- Stabilize riverbanks, remove invasive species, reintroduce native ground covers, wildflowers, under-story, and canopy tree species.</li> <li>- Mitigate potential pollution or chemical sources, including the existing Springdale snow storage dumping area.</li> <li>- Establish a "Friends of the Rouge" or similar foundation to oversee, build support, and raise funding for the park's enhancements.</li> <li>- Provide funding for city staff and resources to permanently preserve and manage the Rouge ecosystem.</li> </ul>	Ch. 5 Ch. 5 Ch. 5 Ch. 5 Ch. 5
New Plans	23. Rouge River Trails and Access Master Plan	Develop and implement a trails and access master plan to improve the Rouge River trails and trail heads. <ul style="list-style-type: none"> <li>- Install pedestrian linkages to the park's surrounding neighborhoods and commercial districts, including to Quarton Road.</li> <li>- Secure easements to expand the park area and improve its walkability, for complete ecological restoration, and universal accessibility.</li> <li>- Coordinate with Bloomfield and Beverly Hills to expand trail connections.</li> <li>- Install an environmentally sensitive, hard-surfaced pathway for pedestrians and cyclists along the Rouge River.</li> <li>- Expand the extent of the trail system, crossing the river at more locations to access large portions of the natural area currently cut off.</li> <li>- Install bridges, ramps, and other enhancements to enable access by all ages and abilities.</li> </ul>	Ch. 5 Ch. 5 Ch. 5 Ch. 5 Ch. 5 Ch. 5

## C. Summary of Key Actions

### Key Actions

Type	Title	Description	Where
		- Install other amenities such as bicycle racks, lighting, markers, seating, and signage at trail heads, and seating, markers, and interpretive features throughout the trail system.	Ch. 5
New Plans	24. Tree Canopy Improvement Plan	Create a Tree Canopy Improvement Plan. The following goals are provided greater detail within Chapter 3. - Establish comprehensive policies for trees in streets and open spaces. - Create 5-, 10-, and 15- year goals to expand tree canopy cover. - Study the condition of neighborhood tree canopies in parks and private spaces and potential improvements. - Require that trees removed due to construction be replaced, as well as mandatory contributions to fund new off-site trees. - Prevent existing, healthy trees from being removed due to new construction. - Survey areas with constrained root area and establish a plan to add additional soil volume.	Ch. 3 Ch. 3 Ch. 3 Ch. 3 Ch. 3 Ch. 3
New Plans	25. Woodward Gateways Plan	Create a Woodward Gateways Plan to comprehensively address the three gateway areas along Woodward. - Revisit and adopt plan components for the South Woodward Gateway Plan. - Create plan components for a North Woodward Gateway. - Create plan components a Downtown Gateway Plan for the Big Woodward and Maple intersection.	1 & 4 1 & 4 Ch. 1
New Plans	26. Haynes Square Plan	Create a Haynes Square Plan which provides the details, timing, and funding for implementing Haynes Square recommendations.	Ch. 1
Studies	27. Residential Districts Parking	Study citywide street on-parking restrictions and permits.	Ch. 3
Studies	28. Shared-use Streets	Study shared-use streets. The following goals are provided greater detail within the chapters listed. - Study a shared-use streetscape retrofit along with a social district in the Maple & Woodward district. - Study a shared-use street section along Cole and Commerce Streets. - Study additional opportunities in other mixed-use districts.	1 & 4 Ch. 4 1 & 4
Boards & Programs	29. Civic Events Board	Establish a Civic Events Board or extend the role of the Public Arts Board to develop regular civic events to continue engaging the community throughout the year and promote existing civic institutions. - Consider regular events in community parks. - Consider activities and special events to attract office workers and residents to shop and dine downtown, including weekly food-truck events at Shain Park.	1 & 4 Ch. 3 Ch. 4
Studies	30. Circulator	Study a public circulator to provide viable means of accessing mixed-use districts without a car.	Ch. 1
Studies	31. Parking Technology	Review master plan parking recommendations in 2030-35 to evaluate new technologies and trends.	Ch. 4

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# Ch 1. Connect the City

# Ch 1. Connect the City

## Overcome the Woodward Divide

### Overcome the Woodward Divide



Figure 12. The Woodward divide.

Woodward divides Birmingham physically and mentally (See Fig. 12). It is an extremely fast, high volume roadway described as a “superhighway” in the city’s 1929 plan. While it provides regional connections that support Downtown activities, Woodward separates the City’s neighborhoods. Particularly for older adults and children, Woodward can be an impenetrable barrier to mobility. Not only is the road unsafe to walk or bike along, there are too few crossings, and existing crossings are uncomfortable for pedestrians and cyclists.

A complete street plan for Woodward has been produced by the Woodward Avenue Action Association, and has been well supported but not yet implemented. The state department of transportation (MDOT) indicated that their current preference for major roadways such as Woodward is to provide greater accommodation for pedestrians, cyclists, and transit, and to stitch together those communities historically divided by state routes. However, implementing those changes are currently well beyond MDOT’s ability to fund directly. Funding aside, they are supportive of City-led initiatives to improve crossings and the character of Woodward. In the short term, key changes to Woodward should be targeted with a focus on pedestrian and bicyclists at crossings. In the long term, larger changes should be studied and advocated for at the county and state levels.

#### Short-term Action: Improve Crossings

The top priority for pedestrian and bicyclist safety is to make Woodward crossing safe. Each crossing should:

- Provide sufficient pedestrian crossing time;
- Provide clear and visible signage;
- Provide highly visible crosswalk striping;
- Provide automatic pedestrian signal activation; and
- Provide pedestrian crossing refuges.
- Where bike routes connect with crossings, there should additionally be highly visible bike lane striping and bicycle signal activation.

An initial set of key crossings is selected from those major Sectionline and Quartersection roads, important bike route connections, and crossings that already exist but are insufficient (See Fig. 14). These include: Sectionline crossings at 14 Mile and Maple, Quartersection crossings at Lincoln and Oak, bike route connections at Emmons and Oak (See Fig. 13), and existing crossings at Brown and Oakland. Additionally, the intersection of Old Woodward and Woodward is proposed for redevelopment (discussed in the Haynes Square section). Development of this intersection would include adding a crossing at Haynes St.



Figure 13. Prioritized Crossing at Emmons.

# Ch 1. Connect the City

## Overcome the Woodward Divide

### Short-term Action: Re-striping

Should Woodward be justifiably reduced to three lanes in each direction, reconfiguring the roadway still remains prohibitively expensive. However, as a lower cost option, the City should pursue re-striping the outside travel lane, converting it to a substantial protected bicycle lane, one-way each side, or a pair of two-way cycle tracks on each side, similar to what the City of Ferndale is pursuing. Regionally, Ferndale's Woodward bike facilities should connect north to facilities in Pleasant Ridge, Royal Oak, and Birmingham, and on to Bloomfield Hills and Pontiac.

Another consideration for re-striping is a shared bicycle and transit lane. As the regional transit authority pursues improvements to bus frequency, a dedicated lane would improve bus function through Birmingham. Since buses are relatively infrequent, the transit lane could be shared with cyclists (this would require one-way cycle facilities).

### Medium-term Action: Reduce Vehicle Speeds

Woodward's high travel speeds perpetuate the City's east-west disconnection, create dangerous conditions when accessing businesses along the corridor, and threaten the safety of all roadway users. While reducing vehicle speeds is a critical and immediate issue to tackle, change is not simple.

Overall the Woodward corridor varies in its speed and context along its trajectory, from a low speed urban context in downtown Detroit to a high-speed highway-like context in Bloomfield Hills, before slowing down again at Pontiac. Along its trajectory, Woodward's speed and design changes in a number of contexts. Through Ferndale, the posted speed is 35 mph and on-street parking is permitted. Birmingham presents a more urban context to Woodward than Ferndale, which should warrant lower speeds.

Unfortunately MDOT is forced by state law to use the "85th Percentile Rule" when attempting to lower speeds, which measures the typical speed actually traveled on the roadway and can result in increased posted speeds instead of reduced. The most expedient path to changing the speed along Woodward is through legislative means.

### KEY WOODWARD CROSSING IMPROVEMENTS

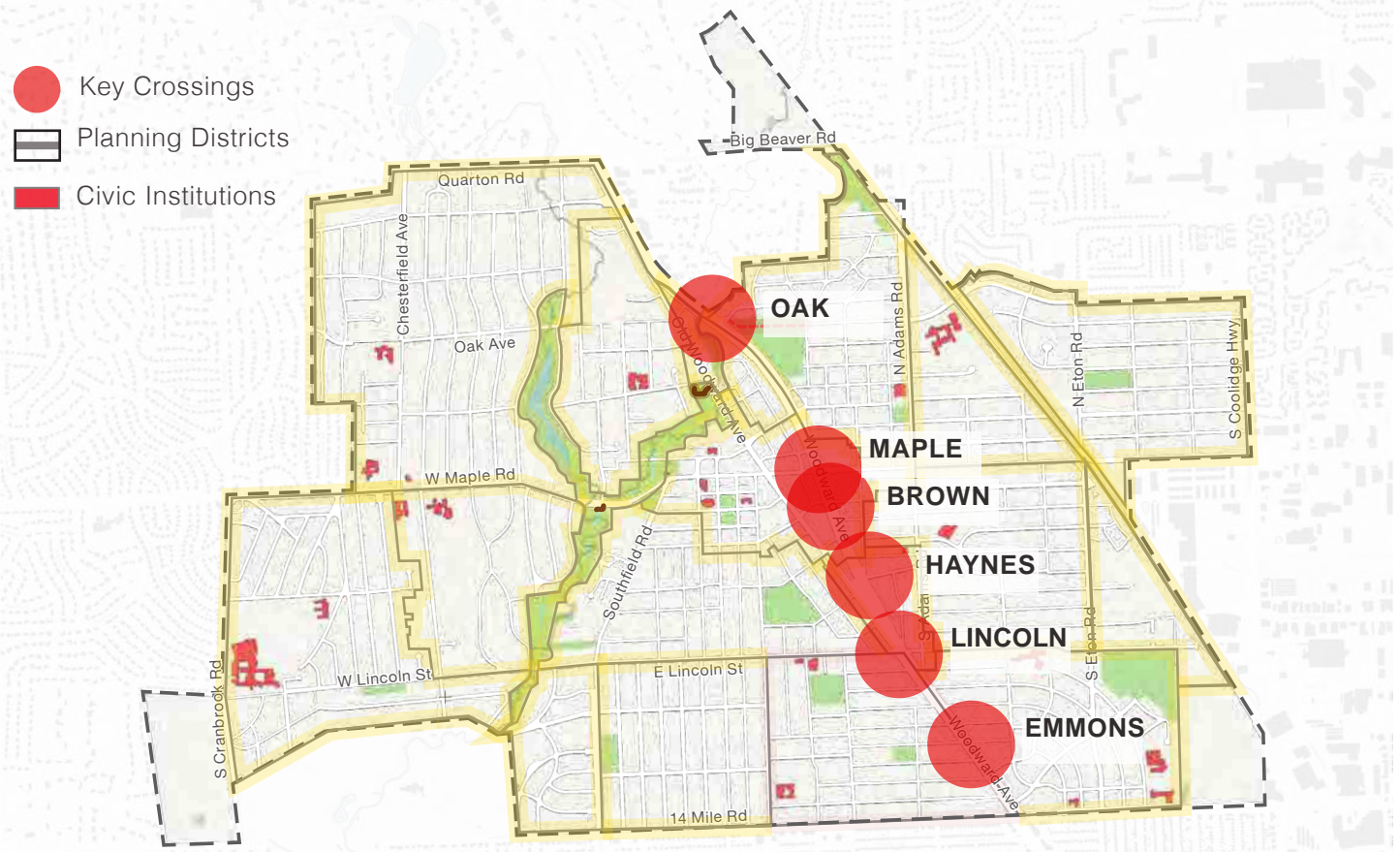


Figure 14. Key Woodward Crossing Improvements.



# Ch 1. Connect the City

## Overcome the Woodward Divide

The posted speed is not the only means necessary to control speed. Land use, landscaping and landscape architecture, travel lane size, lighting, and other elements in and around the roadway signal drivers to reduce speed. From the south, the large clear zone and curb separation in the South Woodward Gateway gives visual cues to drivers that Woodward is a high-speed roadway. Solving the speed issue here requires land use changes described later in this plan, along with posted speed reductions. From the north, the highway-like conditions of Woodward through Bloomfield Hills brings drivers in to Birmingham at high speeds. From this direction, drivers need a signal that they have entered a different type of environment than Bloomfield Hills and should reduce speeds. Like the South Woodward Gateway, Birmingham needs a vision for the North Woodward Gateway,

from Big Beaver to Maple, with a particular focus on the Old Woodward and Oak Avenue intersections.

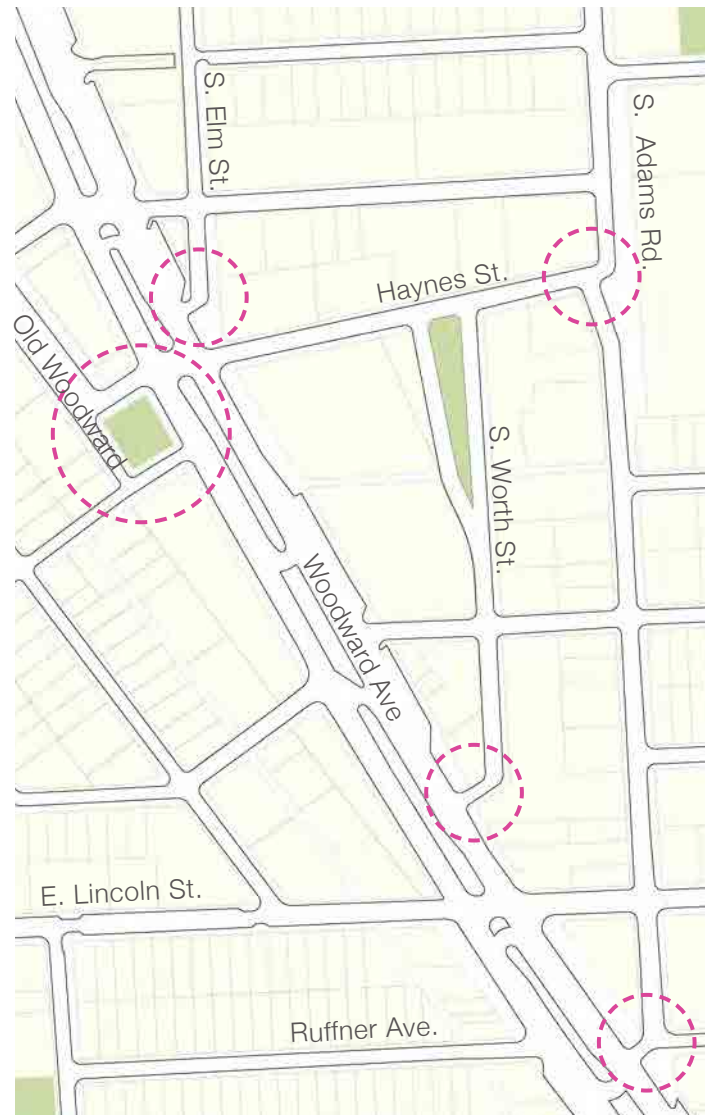
### Long-term Action: Re-align Secondary Intersections

Traffic problems caused by Woodward spill into surrounding streets in a few key locations. Due to Woodward's angle, Adams, Worth, and Elm streets intersect at obtuse angles in the northbound direction allowing soft-right turns at high speeds. When streets intersect at extreme angles, pedestrian crossing distances and vehicle speeds increase, leading to safety and operational issues. Additionally, these intersections occur close to the east-west streets of Ruffner, Lincoln, and Haynes, further complicating operations. Elm and Worth should be realigned to intersect Woodward perpendicularly, as shown in the Triangle District Plan (See Fig. 15).

The intersection of Adams with Woodward is especially complicated due to its traffic volume and existing median breaks, making it particularly dangerous for pedestrians. To address this issue, when the Haynes Square intersection redevelopment occurs (discussed later in the section on Haynes Square), traffic along Adams should be rerouted to access Woodward at Haynes, which is already a near-perpendicular intersection. Additionally, the median break on Woodward at southbound Adams should be closed. The Haynes Square intersection would allow southbound Adams traffic to turn left onto Woodward at a new traffic signal. This will reduce traffic at Adams and Lincoln. At the Woodward intersection, Adams should be realigned to intersect perpendicularly, as is proposed for Elm and Worth. Where Adams meets Haynes, the street should turn to the left slightly, to intersect perpendicularly with Haynes, which may also be accomplished through signage encouraging southbound Adams traffic to use Haynes for Woodward access. Additionally, this movement will help provide momentum to future retail in the Haynes Square / Triangle District area. To accommodate this, Haynes between Woodward and Adams should receive a streetscape redevelopment similar to Maple through Downtown, which has the same width.

### Long-term Action: Celebrate Downtown with a Gateway

Perhaps the greatest mental division created by Woodward is the feeling that Birmingham is to the west due to the Maple and Old Woodward intersection representing the city's heart. Rather than passing by Birmingham along Big Woodward, drivers should feel that they are passing through Birmingham, and as a result feel that they should slow and expect pedestrians, bikes, and buses (See Redefine Downtown Districts for more on this subject). The Maple and Big Woodward intersection should be redesigned as a downtown gateway, celebrating the heart of the city. This gateway should reconfigure the intersection to focus heavily on pedestrian



Intersection changes along Woodward and Adams.

Figure 15. Key Woodward intersection adjustments.

# Ch 1. Connect the City

## Overcome the Woodward Divide

and bicycle safety, along with civic art. As the figurative center of the city, it should be imposing, causing cars to slow substantially, and greatly improving the comfort of crossing Big Woodward.

### MASTER PLAN ACTIONS

1. Create a Woodward Safety and Beautification Plan, including:
  - a. Adjust Elm to meet Woodward perpendicularly per the Triangle District plan.
  - b. Adjust Worth to meet Woodward perpendicularly per the Triangle District plan.
  - c. Update the Multi-modal Plan as to improve Woodward crossings and conditions.
  - d. Pursue a speed reduction on Woodward, to 35mph or similar, through legislative means.
  - e. Study lane reduction and re-striping options for Woodward in coordination with MDOT.  
Recommended actions:
    - i. Participate in a traffic study along Woodward, with MDOT, once I-75 reopens fully to determine whether the road can be reduced to 3-lanes in each direction.
    - ii. Pending verification of potential lane reductions, fund and implement re-striping on Woodward, between 14 Mile and Oakland, potentially to Quarton, converting the outside lane to a buffered bicycle and transit lane.
    - iii. Participate in regional plans to coordinate bicycle and transit infrastructure along Woodward between municipalities.
2. Create a Woodward Gateways Plan, including:
  - a. Create a North Woodward Gateway Plan to address land use, gateway, and road design elements of Woodward north of Maple.
  - b. Revisit and adopt a South Woodward Gateway Plan, focused on traffic calming and beautification of Woodward.
  - c. Study a downtown gateway redesign of the Big Woodward and Maple intersection.
3. Create a Haynes Square Plan (addressed in a following section).

### MULTI-MODAL PLAN UPDATES

- a. Improve pedestrian and bicycle crossings along Woodward at 14 Mile, Emmons, Lincoln, Haynes, Brown, Maple, Oakland, and Oak.
- b. Move signage at Lincoln and Woodward which obscures pedestrian countdown timers.
- c. Add a signal for the Brown Street crosswalk along the northbound lanes of Woodward.
- d. Install ADA-compliant ramps at intersections that are not in compliance along Woodward.
- e. Review pedestrian crossing times for MUTCD compliance, some may need to be lengthened.
- f. Add a protected only left turn signal for northbound left turns to Old Woodward. This may be omitted if the Haynes Square street reconfiguration occurs quickly.
- g. Update the plan to reflect the chosen outer lane conversion along Woodward.

### CROSSING BEST PRACTICES

Each crossing of Woodward should provide a minimum set of accommodations for pedestrian safety, as well as bicyclist safety where connecting with bicycle routes. The following features are recommended:

- a. Accessible ramps at all crosswalk quadrants, including all necessary ADA features.
- b. Highly visible crosswalk painting, special emphasis type (ladder) at a minimum.
- c. Pedestrian signal with countdown time.
- d. Automatic pedestrian crossing phase (not on-demand).
- e. Signal demand button for pedestrians.
- f. Signal demand button for bicyclists and bicycle signal at bike route connections.
- g. Highly visible painting for bicycles at bike route connections.
- h. All MUTCD recommended signage.

# Ch 1. Connect the City

## Redefine Downtown Districts

### Redefine Downtown Districts

Birmingham's mixed-use districts are defined circumstantially by their areas of historic growth and the division caused by Woodward. However, the Downtown area in particular contains multiple sub-districts which require their own character and definition to become active and competitive. Old Woodward is too long to sustain a consistent main street without sub-districts of distinct character. Most traditional main streets, and shopping malls which have modeled themselves from traditional main streets, are ¼ mile in length. This is the distance from Willits to Brown, the most active section of Old Woodward, and Bates to Park, the most active section of Maple (See Fig. 17). Beyond this distance, activity and retail quality declines. But once downtowns are successful enough, they can expand beyond this distance by establishing secondary districts.

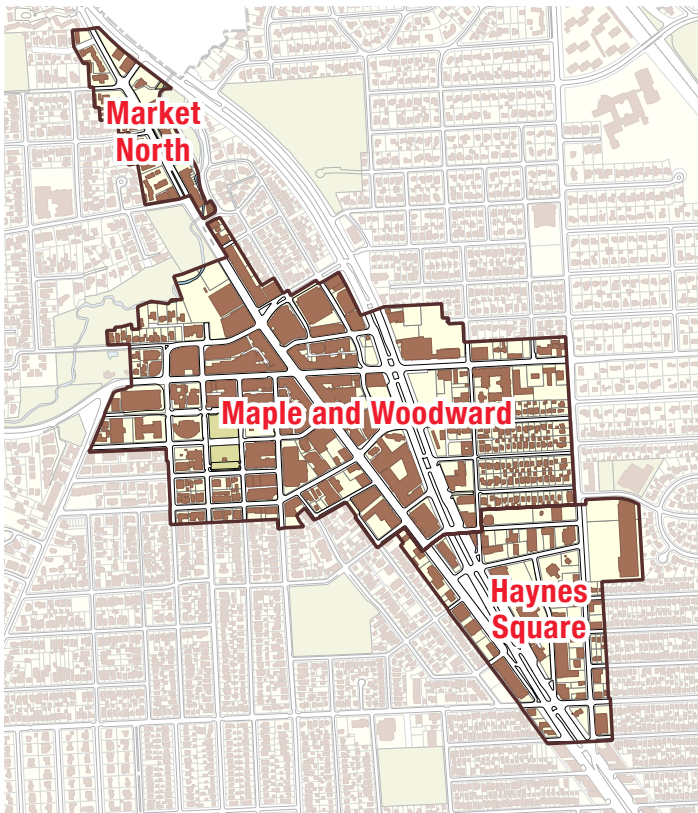


Figure 16. Three districts of downtown.

### Downtown Sub-districts

Larger downtowns contain multiple districts with their own distinct character. For instance, Downtown Detroit contains Bricktown, Greektown, Hudson, Corktown, and other districts. Together they make up the greater downtown, but they each have an individual character. Similarly yet at a more relate-able scale, Ann Arbor has a downtown district along Main Street and a university district along State Street. Both are distinct yet interconnected.

North to south, Downtown Birmingham includes three distinct districts. At the center, Maple and Woodward, Downtown is at its most intense and successful. To the north along Old Woodward, the topography and building scale clearly changes after Oakland, becoming distinct by Euclid. North of Euclid this area becomes a sub-district. This Market North area (See Fig. 16) is now most clearly defined by the Farmers' Market and Booth Park, as well as a scale that is less intense than Maple and Woodward. To the south along Old Woodward, the street activity clearly changes after Brown. This area is distinct and requires an identity, but the area is heavily constrained by the intersection of Woodward and Old Woodward. Each sub-district should be clearly differentiated, offering a different customer experience yet working together as the larger downtown area.

Further, Downtown Birmingham is considered to be only west of Woodward. This perpetuates the mental divide that Woodward cuts through the community (See Fig. 12). If Woodward were not a major division, Downtown would continue east on Maple. The form of more intensive buildings east of Maple reflects this condition, with the housing along Forest, Chestnut, and Hazel establishing a break between this core downtown area and the remainder of the Triangle District to the south.

Spanning Woodward mentally makes the most significant impact south of Brown where the west side is constrained just at the point that the east side, the southern Triangle District, is at its widest. This Haynes Square area, centered on Haynes Street, is cohesive when it spans Woodward (discussed in the section on Haynes Square). With its own identity, Haynes Square can be elevated to a full sub-district of downtown rather than the unsuccessful southern fringe of a successful downtown.

### Identity, Signage, and Way-finding

Many Downtown visitors are unfamiliar with its business offerings, parking locations, and street layout. When establishing multiple districts, signage is especially important to orient visitors. Similarly, multiple districts can assist in way-finding





# Ch 1. Connect the City

## Redefine Downtown Districts

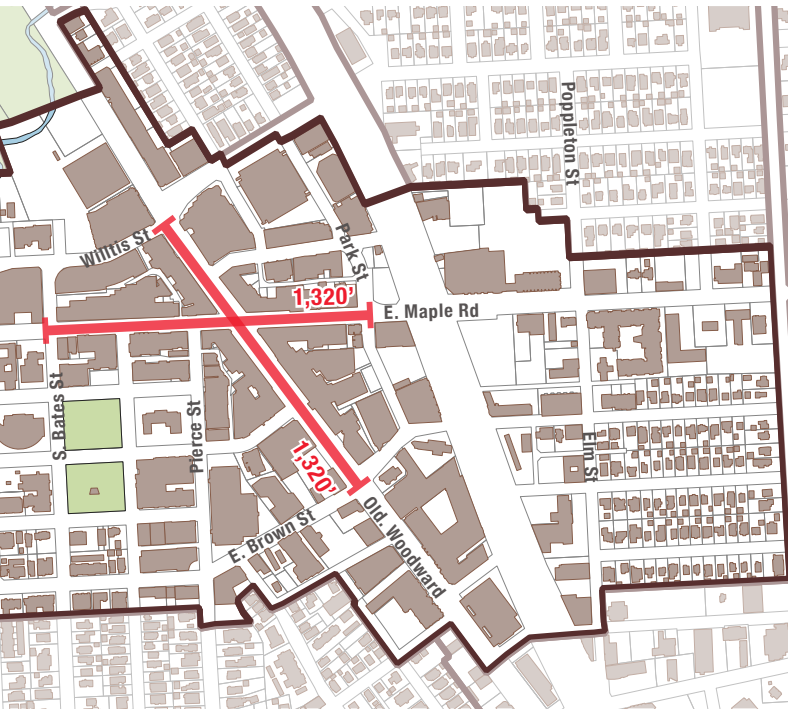


Figure 17. Typical length of main streets.

overall if signed properly. Today, signage is lacking throughout the greater downtown area, from way-finding for parking access to civic institutions and business directories. Each district should have clear signage which is consistent in the information provided but differentiated by district. (See Fig. 18)

Parking signage is especially important as the City typically deals with extremely high occupancy of its Downtown garages. While the North Old Woodward, Park, and Peabody garages typically operated above 90%, visitors are not always aware of nearby spaces available in the Chester and Pierce garages. Technology should be employed to inform users of available capacity throughout the greater downtown. Much of this equipment is unattractive, like Ann Arbor's parking signage, yet there are minimal and elegant solutions available to direct users to the nearest available capacity. This signage should be piloted in Maple and Woodward, and spread to the City's other mixed-use districts once parking investments are made.



Figure 18. Way-finding signage examples.

### MASTER PLAN ACTIONS

1. Create a Mixed-use Districts Parking Plan which includes parking way-finding signage as one component, ensuring the design is simple and elegant. Signage may be piloted in Maple and Woodward in advance of the full plan.
2. Create a Mixed-use Districts Branding Plan, in coordination with the Birmingham Shopping District, to brand the City's multiple mixed-use districts. This plan should address, at a minimum:
  - a. District way-finding (vehicular, pedestrian, and cyclist-oriented), business directory, and gate-way signage;
  - b. Differentiation in streetscape products like tree grates, lights, trash and recycling cans, and public art themes;
  - c. A marketing plan for each of the distinct districts;
  - d. A phasing plan to install business directory and way-finding signage throughout all districts.
3. Establish a policy to permit murals and wraps like the popcorn utility wrap to be city-initiated or by the Public Arts Board.



# Ch 1. Connect the City

## Implement Haynes Square

### Implement Haynes Square

Connecting the city requires a change in perception about Woodward. No greater opportunity exists to change this perception than Haynes Square. South of Frank Street, the character of Downtown changes, expressed in zoning, street life, and business success. Rather than consider South Old Woodward an inferior retail district, the area can be combined with the southern Triangle District, spanning big Woodward. The Haynes Square district is bound by Bowers to the North, Adams to the East (See Fig. 16), and Lincoln to the South. Its size is similar to the active office and retail core of Maple and Woodward.

Street reconfigurations to achieve this result in a public open space at south Old Woodward and Haynes Street. This square is the new heart of a district independent from Maple and Woodward. (See Fig. 19) The square should be similar to Shain Park from a design perspective, but about half its size, with a cafe, seating, and restrooms as is recommended for other urban parks. Lined by trees along its edges, the square provides an attractive entrance to the greater Downtown area, flanked by tall, new development east along Woodward and the 555 building to its north.

This combined district represents Birmingham's greatest opportunity for the development of both extensive middle-income housing—a deficiency that should be addressed—and emerging commercial business spaces. While Maple and Woodward includes a significant presence of offices, Haynes Square should focus on residential above commercial uses,

and on commercial uses that serve a different market than the core shopping district of Maple and Woodward.

To capitalize on its potential, two major investments are required: reconfiguring the intersection between Woodward and Old Woodward, and constructing a parking garage on the east side of Woodward.

### Street and Property Reconfiguration

A pair of related issues make clear the need for street and property reconfiguration in this area. First, the intersection of Old Woodward and Woodward occurs at a very acute angle and requires a dangerous northbound left turn. The intersection also creates a narrow and unusable strip of land which mirrors the poor frontage condition of the South Woodward Gateway. Second, properties that are located along Old Woodward south of George Street are zoned for taller buildings, but have not seen redevelopment due in part to parking issues. The parking necessary to redevelop properties south of George St. is difficult to accommodate on shallow lots adjacent to single-family properties, and the area's exclusion from the Downtown parking district.

This plan recommends that Old Woodward be reconfigured to alleviate the awkward intersections and provide larger building sites. George St. is extended to big Woodward, and Old Woodward removed south of George. South of George St., properties are extended to big Woodward, providing sites that can accommodate buildings and parking. Property extensions may be traded for a public surface parking lot where buildings currently sit along Old Woodward, 70 feet

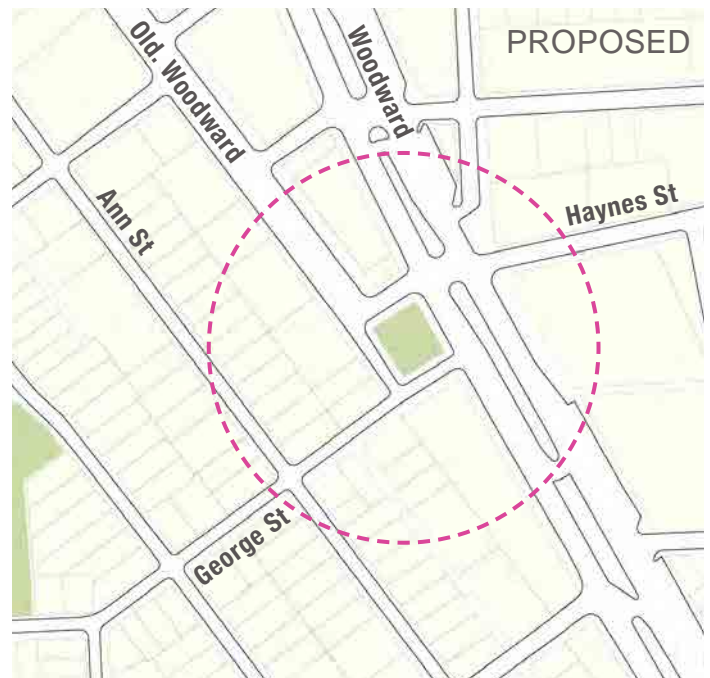
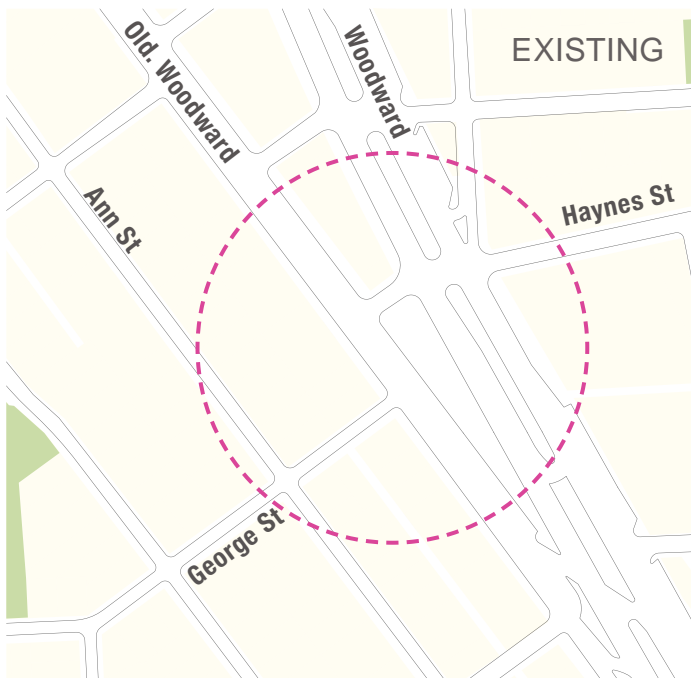


Figure 19. Haynes Square reconfiguration.

# Ch 1. Connect the City

## Implement Haynes Square



Figure 20. Creating Haynes Square at Haynes St., Old Woodward, and Big Woodward.

deep measured from the alley, which leaves over 100 feet of property for development, deeper than current properties.

Through this redevelopment, Haynes St. crosses Woodward to meet Old Woodward at a new signal. On the east side of Woodward, Haynes becomes a main street, paired with Worth Street. To support the main street with additional traffic, as Maple and Woodward is supported by Maple's traffic, Adams should be slightly adjusted so that south-bound traffic uses Haynes to access Woodward (See Fig. 15). This adjustment to Adams enables the improvement of the dangerous intersection of Adams and Big Woodward as well, addressed earlier in this chapter.

### Public Parking

Due to the odd lot shapes in the district, significant zoned capacity, and lack of access to the Downtown parking district, private development is unlikely to take the first step to launch the Haynes Square, as has been the case for the Triangle District. To successfully launch Haynes Square, the City needs to invest in a parking garage. Unfortunately, neither of the 2007 Triangle District Plan's proposed public parking structures nor its proposed parking assessment district have been implemented. A new garage is needed,

alleviating developers from the burden of parking with both commercial and residential parking permitted. With a structure in place, and mixed-use residences able to unbundle parking (See the Mixed-use Districts chapter), new housing and businesses are likely to be developed quickly. Due to the district's size and low existing intensity, development will bring significant increases in tax revenue.

### Other Area Improvements

At the intersection of Haynes and Worth Streets, the 2007 Triangle District Plan recommends a triangular green called Worth Park. This space provides an important focal center for the east side of Haynes Square. It also provides needed open space for the Torry neighborhood. Like other urban parks discussed in this plan, Worth Park should have ample seating, shade, and areas for children to play. Worth Street, which has few existing buildings facing onto it, should be considered for a shared-use treatment to provide interest and connect with the South Woodward Gateway alley system. Worth Park may be built in the form of a plaza - mostly paved - which is a type of civic open space Birmingham does not yet have. New buildings in the area can take advantage of the dynamic and pedestrian-centric streetscape and plaza.



# Ch 1. Connect the City

## Implement Haynes Square

Also in the area is the Adam's Square shopping center, which represents the greatest single redevelopment site in Birmingham. With an active Haynes Square district adjacent, redevelopment is likely to occur. To prepare for this, zoning and subdivision requirements should be considered such that Adam's Square provide open space for the Torry neighborhood and public parking in exchange for development capacity modeled upon the Triangle District Overlay.

### MASTER PLAN ACTIONS

1. Create a Mixed-use Districts Parking Plan, including:
  - a. Implementing the public parking deck recommendation of the 2007 Triangle District Plan.
  - b. Create additional parking assessment districts (such as per the 2007 Triangle District Plan) or incremental tax district as necessary for land purchases and for financing the development of parking structures.
  - c. Study the potential for Public Private Partnerships to construct parking structures (including in the Triangle District).
2. Create a Haynes Square Plan which provides the details, timing, and funding for implementing Haynes Square recommendations, including:
  - a. Study the privatization of public property, or land swap, as is necessary to implement Haynes Square.
  - b. Reconfigure the streets around Haynes Square to create the square and fix the acute intersection between Woodward and Old Woodward.
  - c. Divert Adams traffic onto Haynes by angling NB Adams to intersect perpendicularly with Haynes.
  - d. Adjust Adams to meet Woodward perpendicularly at Ruffner.
  - e. Build the public square with a cafe, trees, seating, a kids play area, and other civic features.
  - f. Consider revising the design of Worth Park in the form of a plaza and other opportunities for shared streets and passageways, civic art, traffic calming, and way-finding.
  - g. Detail streetscape and landscape improvements along Worth, Bowers, Haynes, and Webster.
  - h. Improve pedestrian linkages to the surrounding neighborhoods, especially along Adams.
  - i. Consider swapping land to install a public parking lot along the south Old Woodward alley.
  - j. Create a parking district for Haynes Square which allows residences to purchase parking passes in public garages, in addition to commercial parking.
  - k. Install metered, on-street parking along Adams and Lincoln Roads.
  - l. Create subdivision and zoning standards to encourage redevelopment of the Adam's Square shopping center, offering significant development capacity in exchange for a public open space and public parking.
  - m. Consider streetscape improvements along Woodward and Haynes.
  - n. Consider green stormwater management opportunities made possible through the area's growth and redevelopment.

# Ch 1. Connect the City

## Encourage Gathering Places

### Encourage Gathering Places

Neighborhood Destinations are critical neighborhood components supporting community social structures. While Birmingham is more walkable than most cities in Metro-Detroit, accessing daily destinations still requires a car for many residents. City structure and the distribution of daily destinations is the greatest determinant of the transportation mode people will choose and its impact on sociability and the environment. When destinations like parks, schools, and cafes are near homes, residents will use those amenities more frequently and often walk or bike rather than drive, all of which increases interaction among neighbors. Improving city-wide pedestrian and bike connections to mixed-use districts and larger parks will have similar results, all means of connecting the city, physically and socially.

Neighborhood Destinations fall into 3 categories: Commercial Destinations like markets and cafes, Recreational Destinations like parks and trails, and Civic Destinations like schools and religious institutions.

#### Commercial Destinations

Due to the regional draw of Downtown, its price point is too high to provide the neighborhood services that residents require frequently access to. Historically, Birmingham has supported civic institutions and parks within neighborhoods, and has had a number of small, neighborhood business clusters that provided goods and services aligned with the needs of nearby residents. Birmingham has retained its parks and institutions, but only a few neighborhood commercial destinations remain: Maple and Chesterfield, Maple and Eton, and 14 Mile and Southfield.

Local bakeries, specialty markets, coffee shops, cafes, dry cleaners, hair salons, and similar small businesses comprise neighborhood scaled amenities that are unique to Birmingham among surrounding communities. Easy access to these amenities, especially by walking, contribute to the City's comfortable lifestyle and high property values. Recent studies indicate house values dramatically increase when located within a ten-minute walk of a coffee shop, green grocery, micro-brewery, park, or school.

Neighborhood Commercial Destinations should be located to provide walkable access to neighborhoods, but not be so close to one another that they become a larger district. They should be encouraged in key locations and their scale and specific uses should be limited, along with operating hours and noise, to ensure limited impact on surrounding residents. (See Fig. 22) These destinations should also be allowed to provide residential uses above the ground floor. Scale and character should remain compatible with the surrounding neighborhood, reviewed by the Planning Board.

#### Park Cafes

Because opportunities for full commercial destinations are limited, many portions of the city are not able to be well served. Park cafes are an additional means of providing nearby social destinations, as well as support park activities. Cafes may be provided in permanent structures, or by allocating space, power, water, and wastewater connections for food trucks, mobile carts, or other temporary vendors. Cafe or vendor space and connections should be considered at many parks throughout the city (See chapter 3), and targeted for locations not otherwise well served by commercial destinations (See Fig. 22). Additionally, within mixed-use districts, cafes or accommodations should be provided within larger open spaces: Booth Park and Shaine Park, and future Haynes Square and Worth Park.

#### MASTER PLAN ACTIONS

1. Update the Parks and Recreation Master Plan, including:
  - a. Cafes and other vendor accommodations in appropriate parks.
  - b. Building a cafe or vendor accommodations in Booth Park as recommended in the 2016 Downtown Plan.
2. Update the zoning code, including:
  - a. Permitting of cafes, food trucks, and other vendors in parks.
  - b. Create commercial destination zoning districts, considering the following recommendations:
    - i. Allow by-right Commercial Destinations up to 10,000 square feet total, no more than 3,000 square feet per tenant.
    - ii. Limit uses to bakeries, banks, bicycle shops, cafés, carry-out foods, coffee shops, exercise studios, florists, hardware, ice cream parlors, mail centers, personal care, medical offices, pharmacies, real estate offices, financial services, small groceries, specialty shops, and other small local service-businesses. Housing should be permitted above the ground floor.
    - iii. Nationally branded chains should be permitted when designed to look local.
    - iv. Limit hours, and prohibit excessive noise, and restrict early or late truck deliveries.
    - v. Larger restaurants and other potentially intensive commercial should be permitted as special uses, with appropriate design, management, and operational conditions to minimize impact.

# Ch 1. Connect the City

## Encourage Gathering Places

- vi. Drive-thru windows should be prohibited.
- vii. Loading docks should be limited.
- viii. Require landscaped screening from adjacent single-family properties.
- ix. Allowed up to three floors, provided they match the scale of a two and one-half story structure.
  - For buildings with 3 stories, the upper floors must be residential.
  - For buildings with 2 stories, the upper floor may be office or residential.
- x. Parking should be as minimal as possible, or not required. If required, parking should not exceed 3 cars per 1,000 square feet of non-residential uses and 1 car per bedroom of residential uses.
- xi. Planning Board review should ensure minimal impacts to the neighborhood.

### Civic Destinations

Birmingham has a long tradition of investing in civic buildings and landscapes, which began with the construction of its first library and the build-out of its civic center in the 1920s. Outside of the City's primary civic cluster in Downtown, nearly all of Birmingham's neighborhoods include one or more civic uses, frequently schools, within a short walk for most residents. This relationship is relatively rare in postwar suburbs and contributes to Birmingham's desirable quality of life. These Civic Destinations include fire stations, meeting halls, museums, places of worship, post offices, schools, and specialized civic institutions such as Next and the YMCA. The 1929 plan proposed anchoring each of the city's neighborhoods with a civic center, a school, or a park. Largely implemented, this plan resulted in the numerous schools and parks that now exist in most of Birmingham's neighborhoods, which contribute to neighborhood cohesion and quality.

Civic buildings offer neutral, aspirational places for citizens and community leaders to exchange ideas, form community associations, or simply socialize. Located in a neighborhood setting, these institutions encourage neighborhood

- Commercial Destinations
- Recreational Destinations
- 5-minute Walk (existing)
- 5-minute Walk (new)

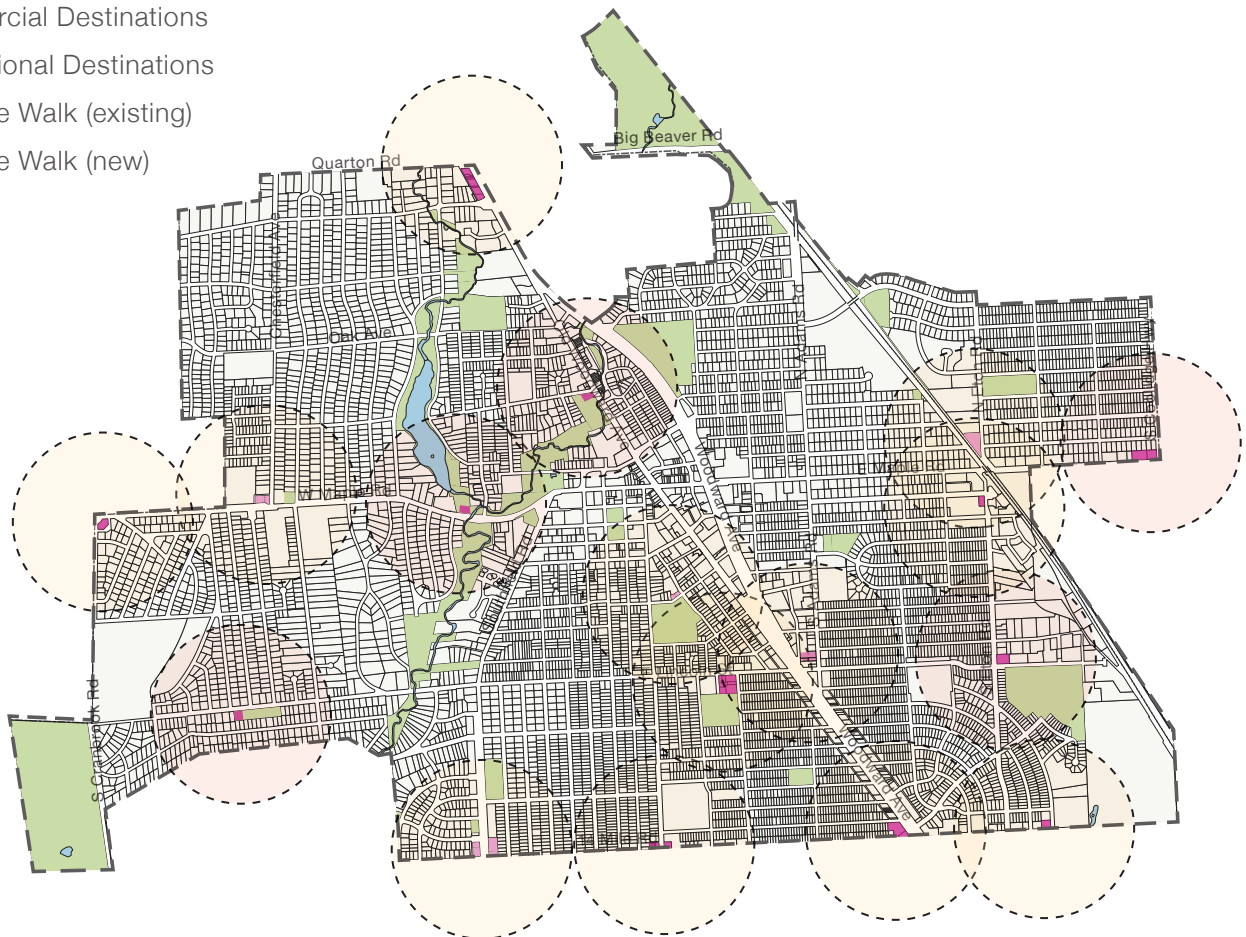


Figure 22. Proposed Neighborhood Destinations.



# Ch 1. Connect the City

## Encourage Gathering Places

interaction (See Fig. 23). They also tend to draw people from other nearby neighborhoods, cross-pollinating the City's social structures. Civic buildings and landscapes should be grand and iconic, and be distinct from residential construction to avoid confusing public and private uses. Birmingham's prewar civic buildings—the City Hall, library, post office, and train station—were built of brick and stone in an English Tudor style, with the exaggerated scale and exceptional quality befitting signature civic buildings.

Throughout the community, Civic Destinations should be maintained and supported. During the planning charrette, some of the City's civic institutions discussed their great variety of programs. We also heard that some struggle to reach residents and new generations who are not familiar with the role that civic institutions play in the community. To support these institutions, Birmingham should have a Community Foundation or fund, which the Chamber of Commerce is in the process of establishing. In addition to the fund, regular social events should be organized throughout the city. At present, a series of events occurs downtown, but additional events should be considered throughout the community. Regular

events such as these are an important means of gaining visibility among community members, engaging them, and strengthening the community's social and civic structure.

Of particular interest to older residents is the lack of a sufficient senior center. While Next's programs and staff meet much of this need, their facilities are insufficient. Surrounding communities boast substantial seniors facilities. Beyond the senior focus, some younger adults use Next's facilities and Next has begun to broaden their appeal beyond the senior cohort. Improved facilities for Next would contribute to both older and younger adult populations. At present Next occupies a former school building located adjacent to Seaholm. New facilities for Next would ideally be located near the center of the city, for more convenient access to all residents. Many options exist and should be studied, including: part of a public parking facility development in Haynes Square or the Bates Street extension, replacing the surface parking in Shain Park, or other locations near the city center. In addition to programming for Next, the facility should provide space that may be reserved free of charge for meetings of resident organizations.

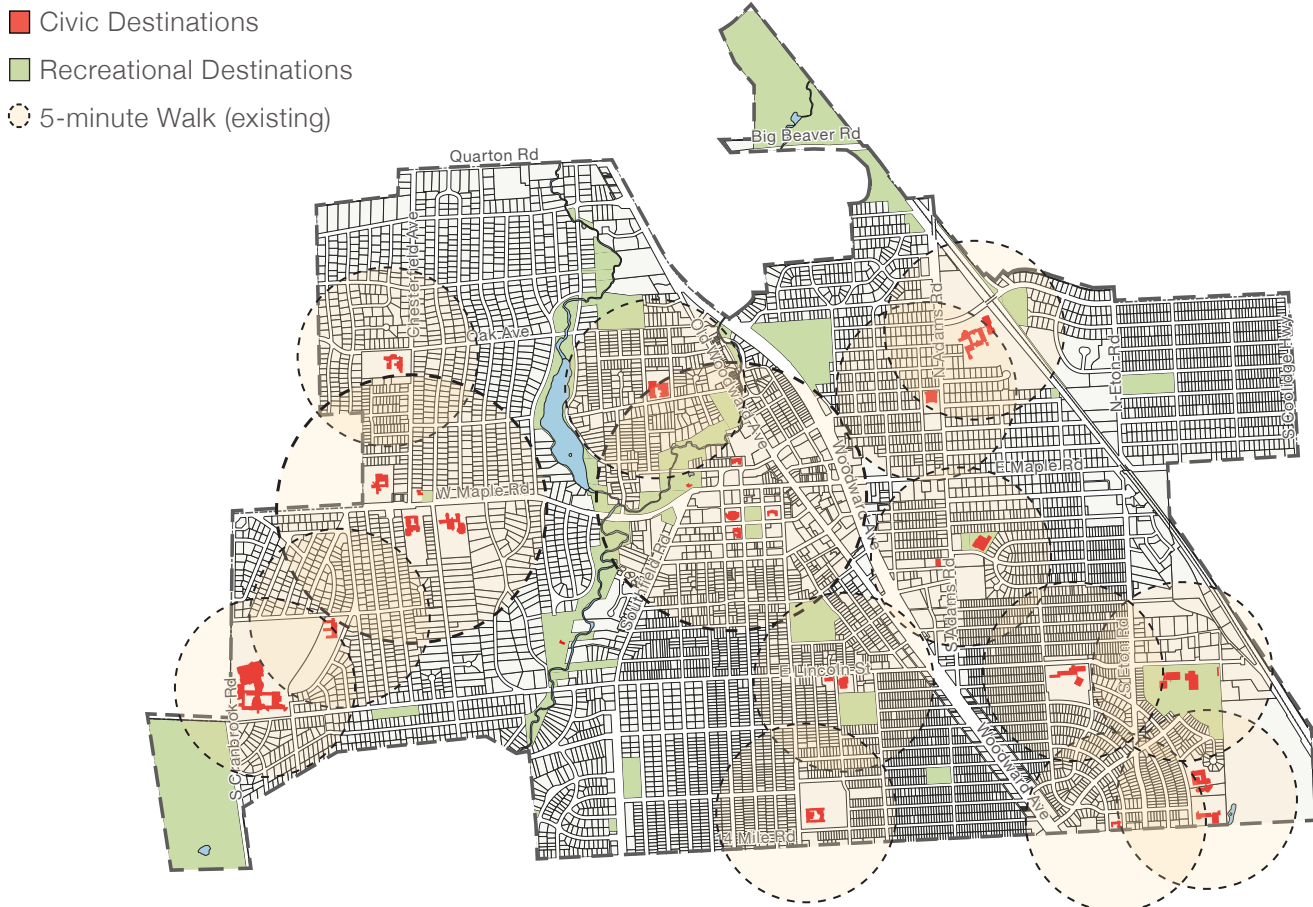


Figure 23. Civic Destinations.

# Ch 1. Connect the City

## Accommodate More Modes of Movement

### MASTER PLAN ACTIONS

1. Study key civic facilities to continue to support Birmingham residents, including:
  - a. Study the location, programming, and funding for new facilities for Next.
  - b. Establish a policy to continue the tradition of constructing Birmingham's civic buildings and parks as iconic structures and landscapes to the highest standards and at a civic scale. This should include authentic durable materials, oversized windows, high ceilings, and Tudor design and detailing.
  - c. Ensure the Community Foundation / Fund is established in a timely manner.
2. Establish a Civic Events Board or extend the role of the Public Arts Board to develop regular civic events to continue engaging the community throughout the year and promote existing civic institutions.
3. Update the Parks & Recreation Master Plan, including formalizing the public use of school and institutional open spaces for neighborhood recreation.

### Accommodate More Modes of Movement

Much of the congestion that Birmingham experiences is due to regional issues, which the city has little opportunity to change. While fixes may address cut-through traffic and dangerous intersections, providing viable alternatives for getting around the City without a car is the most effective strategy to reduce the inconvenience caused by congestion. Across the country mobility has evolved from a focus on personal automobiles to support bicycle and pedestrian priority, and to integrate evolving technologies. Birmingham needs a strategy to integrate a wide variety of alternatives to personal vehicles.

The 2013 Multi-modal Plan increases priority for bicycles and pedestrians which is a critical improvement. Today, there remains a long way to go to achieve the goals of this plan. With emerging technologies and lessons learned in bicycle accommodations, the 2013 plan should be updated to integrate new modes as well as experiences from implementation to date.

Beyond bicycles and pedestrians, preparing for unknown future mobility devices is difficult to predict but important to allow for increased access throughout the city. To successfully integrate new technologies, strategies are required for both facilities and education.

### Multi-modal Facilities

To accommodate an increasing number of mobility options, facilities for different roadway users should be considered according to the speed of user. A significant difference in speed is why cars and pedestrians don't mix well. Similarly, this is why bicycles need dedicated lanes when cars travel above 25mph; the difference in speeds causes a safety issue. This view is important when considering how to integrate micro EVs and golf carts, scooters, single wheels, and even e-bikes. Whether a street should be slow speed and shared for all users, higher speed and separated for all users, or somewhere in between intersects transportation network and urban design.

Within neighborhoods, accommodation for multiple modes is relatively easy. Most streets in Birmingham are narrow, slowing cars enough to mix modes within the street. Implementing the bicycle boulevard recommendations would also provide safe and convenient access for modes other than cars. To protect pedestrian use of sidewalks, bikes, scooters, and other small footprint vehicles should be discouraged from using sidewalks through signage and education.

Within Mixed-use Districts, accommodation for new mobility modes should be considered more carefully. On streets with larger volumes of car traffic, improved bicycle accommodations such as protected bike lanes help ensure comfort and safety for riders of all ages. These lanes can also accommodate faster moving new technology like scooters. However, many streets in Birmingham cannot accommodate both bike lanes and on-street parking yet these mixed-use districts also experience the highest parking usage rates. The most effective means of accommodating multiple modes is to slow the speed of all users.

Piloting shared-use streets where materials, signage, and the street edge are designed for all users to operate at very slow speeds and mix may provide greater access opportunities for emerging technologies as well as micro EVs and golf carts. These shared use spaces and streets are common in Europe and are increasing in use in the US. A notable example is Argyle Street in Chicago. Merrill Street is an excellent location to consider as a shared use street pilot, connecting Old Woodward with Shain Park and the Library. Worth Street in Haynes Square could pilot the form as a future main street, along with Cole Street in the Rail District. The strategy should be investigated from a network standpoint, beyond individual streets, to provide broader multi-modal network connectivity within mixed-use districts. Over time a network of shared use streets should be assembled, better accommodating changing mobility.



# Ch 1. Connect the City

## Accommodate More Modes of Movement

### Mobility Routes

Presently, the city's major roads run between planning districts which is efficient for long-distance car needs, but is less convenient and safe for walkers, cyclists, and micro-mobility users. Additionally, many neighborhoods experience cut-through traffic when congestion is high on major roads along the district perimeter. To address these issues the Multi-modal Plan should be updated to add a series of "mobility routes" based upon bicycle boulevard practices. Mobility routes should form a network and connect the city's major destinations and planning districts, as well as to bicycle routes in surrounding communities. By limiting cars, these routes may also provide an opportunity for a future internal public transportation circulator for the city, to provide mobility options for those who cannot walk long distances, cycle, or use micro-mobility devices.

Mobility routes should be built on a bicycle boulevard system which also focuses on other non-vehicular means of movement, pedestrian accommodations, micro EVs and golf carts, and comfort of all users. Bicycle boulevards are routes that are designed for bicycle access while discouraging through access for cars. As such, they can serve to reduce cut-through traffic by diverting cars to provide better non-vehicular access and safety. Pedestrian accommodations should include sufficient sidewalks, marked crosswalks, shading, and benches.

Bicycle destination signage is currently lacking throughout the City. While the 2013 Multi-modal Plan recommended signage, this plan establishes a number of more clear destinations with planning district boundaries and multiple downtown districts. Bicycle signage provides significant way-finding assistance to riders who may be unsure of how to use the bike network. Pedestrian destination signage should also be considered in conjunction with bicycle signage. For other mobility devices, bicycle and pedestrian signage will assist with way-finding.

### Educating Roadway Users

While new mobility options provide benefits for many travelers, addressing safety issues and a clear understanding and respect for rules is critical. Riders of bicycles, scooters, and other modes must be aware of where they are expected and allowed to ride, whether safety equipment is required, and how right-of-way is determined. In addition to awareness, the city should understand that most frequently violations occur where people feel that it is unsafe or very inconvenient to ride where directed. But equally importantly, drivers need to respect the rights of other roadway users, many of which do not. To address these issues, adequate signage, public education, and enforcement are necessary.

### MASTER PLAN ACTIONS

1. Update the Multi-modal Plan, including:
  - a. Ensure bicycle facilities are protected on all streets posted at or above 35mph.
  - b. Include mobility routes based upon bicycle boulevard practices.
  - c. Implement additional transportation mode best practices for new mobility technology and modes such as micro EVs, golf carts, and micro-mobility.
  - d. Include a public education component.
2. Study shared-use streets, including:
  - a. A shared-use streetscape retrofit along with a social district in the Maple & Woodward district.
  - b. Study additional opportunities for shared-use streets in other mixed-use districts.

### BEST PRACTICE RECOMMENDATIONS FOR THE MULTI-MODAL PLAN

- a. Shift the burden of public bicycle parking in the downtown from private businesses to the city.
- b. Increase proposed street-side bicycle parking.
- c. Add parking areas for micro-mobility devices.
- d. Add bicycle parking and repair stations like those found in Shain Park to all parks.
- e. Convert bicycle lane signage to mobility lane.
- f. Install signage informing micro-mobility users and cyclists of where they are permitted to ride.
- g. Use bicycle and pedestrian destination signage along mobility routes.
- h. Provide mobility education to all residents.
- i. Locate benches along mobility routes at major roads, schools, and parks.

# Ch 1. Connect the City

## Improve Regional Transit Connections

### Improve Regional Transit Connections

Regional transit will increase in importance as long as the transit authorities invest in the system, and residents support that investment. As one of a number of cities and mixed-use centers along Woodward, Birmingham would benefit significantly from improved bus or rail along the corridor. While this has been projected for decades, there is still hope that it will occur.

To support transit, Birmingham has relatively little work to do, already having a well established downtown along Woodward. Most significantly, Birmingham needs to add residents to Downtown, which is proposed in greater detail in following chapters. Residents Downtown would also be located along the regional transit corridor, more readily users of that service and able to reduce car dependency as a result. The Rail District also needs to secure a connection to the Troy Transit Center and add residents and businesses. This is also discussed in later chapters. Concerning facilities, the City needs to improve transit stops with covered seating areas and real-time information, along with nearby covered bike parking.

For Birmingham, regional transportation will mean relatively little for residents who are further from Downtown without an internal circulator. A circulator, autonomous or otherwise, would also improve access around the City to residents who have difficulties walking and biking during the winter months. A circulator within Birmingham should be accessible within neighborhoods, potentially paired with a bicycle boulevard network, and have a few diversions to high-frequency destinations like Seaholm. Overall this would provide greater access to residents and reduce some parking issues Downtown and also at Seaholm.

#### MASTER PLAN ACTIONS

1. Update the Multi-modal Plan, including improving bus stops along major roads.
2. Convene a committee to study a public circulator.

#### BEST PRACTICE RECOMMENDATIONS FOR THE MULTI-MODAL PLAN

- a. Improve bus stops by adding shelters, paving, and seating along:
  - Big Woodward;
  - Old Woodward;
  - Maple, including stops outside of Downtown;
  - Coolidge Hwy.; and
  - 14 Mile Rd.

### Multi-modal Plan Updates

A number of adjustments are recommended to the 2013 Multi-modal Plan within the previous sections. Those updates that are able to be expressed on a map are included in this section for ease of comparison to the existing plan. In addition, these recommendations impact the overall network for bicyclists, pedestrians, and transit. Some of the updates identified in this section are adjustments based upon those impacts.

#### PEDESTRIAN FACILITIES

Pedestrian facilities are generally adjusted in order to implement recommendations in the Connect the City and accompany bicycle boulevard recommendations. These are specified in Figure 25.

#### BICYCLE FACILITIES

Bicycle facilities are generally adjusted in order to implement recommendations in the Connect the City, prioritize the bicycle boulevards, and Accommodate More Modes of Movement sections. These are specified in Figure 26 and include recommended adjustments to the overall bicycle network function as a result of other changes.

#### TRANSIT FACILITIES

Transit facilities are generally adjusted in order to implement recommendations in the Connect the City and Improve Regional Transit Connections sections. These are specified in Figure 27.

# Ch 1. Connect the City

## Improve Regional Transit Connections

- Improvements Added
- Curb Extensions Added

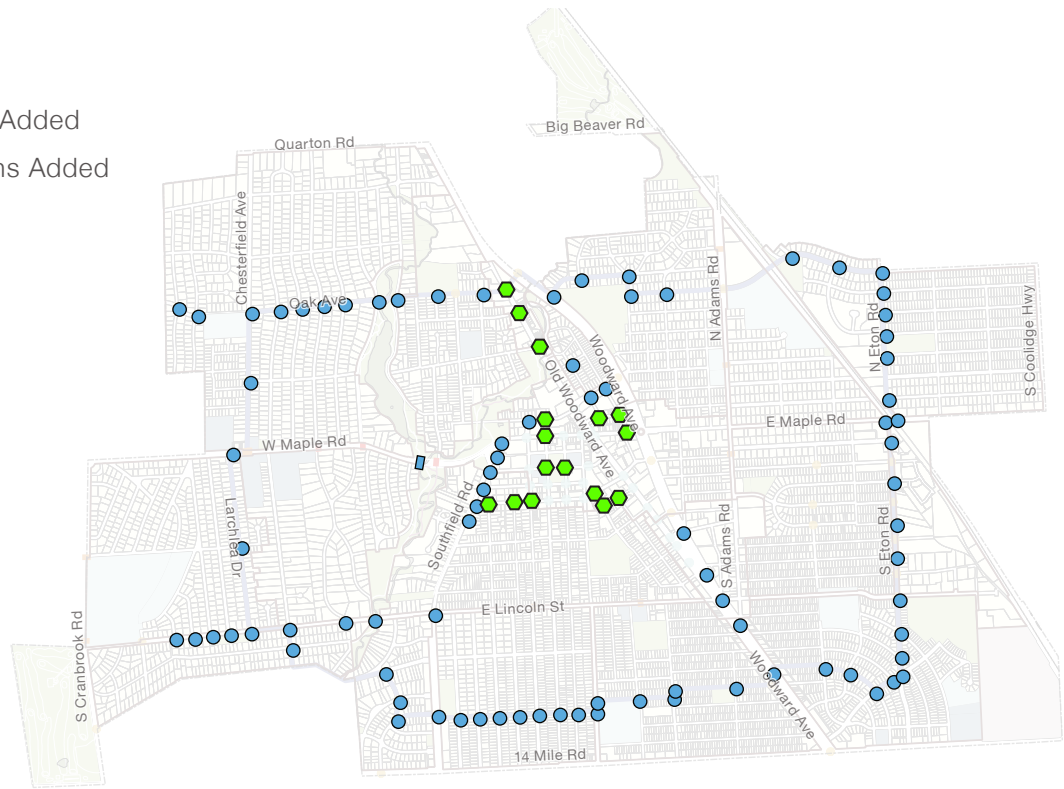


Figure 25. Pedestrian updates to the Multi-modal Plan.

- Bike Connection Added
- Type Changed
- Removed / Relocated

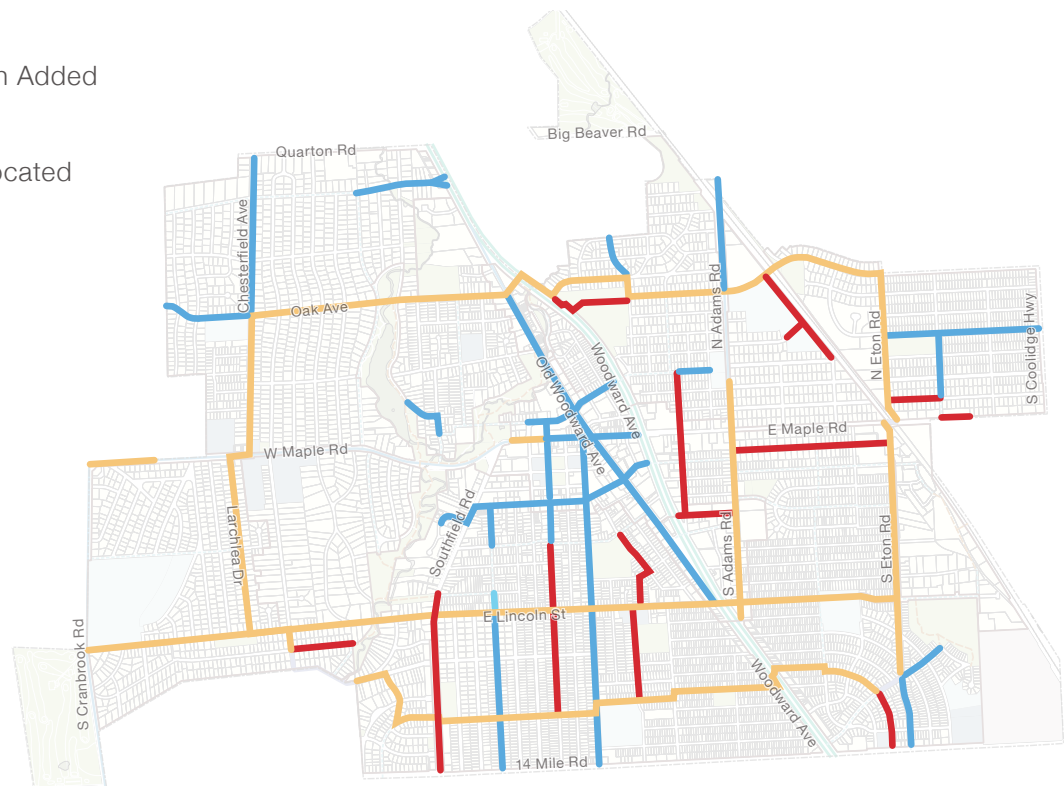


Figure 26. Bicycle facility updates to the Multi-modal Plan.

## Improve Regional Transit Connections

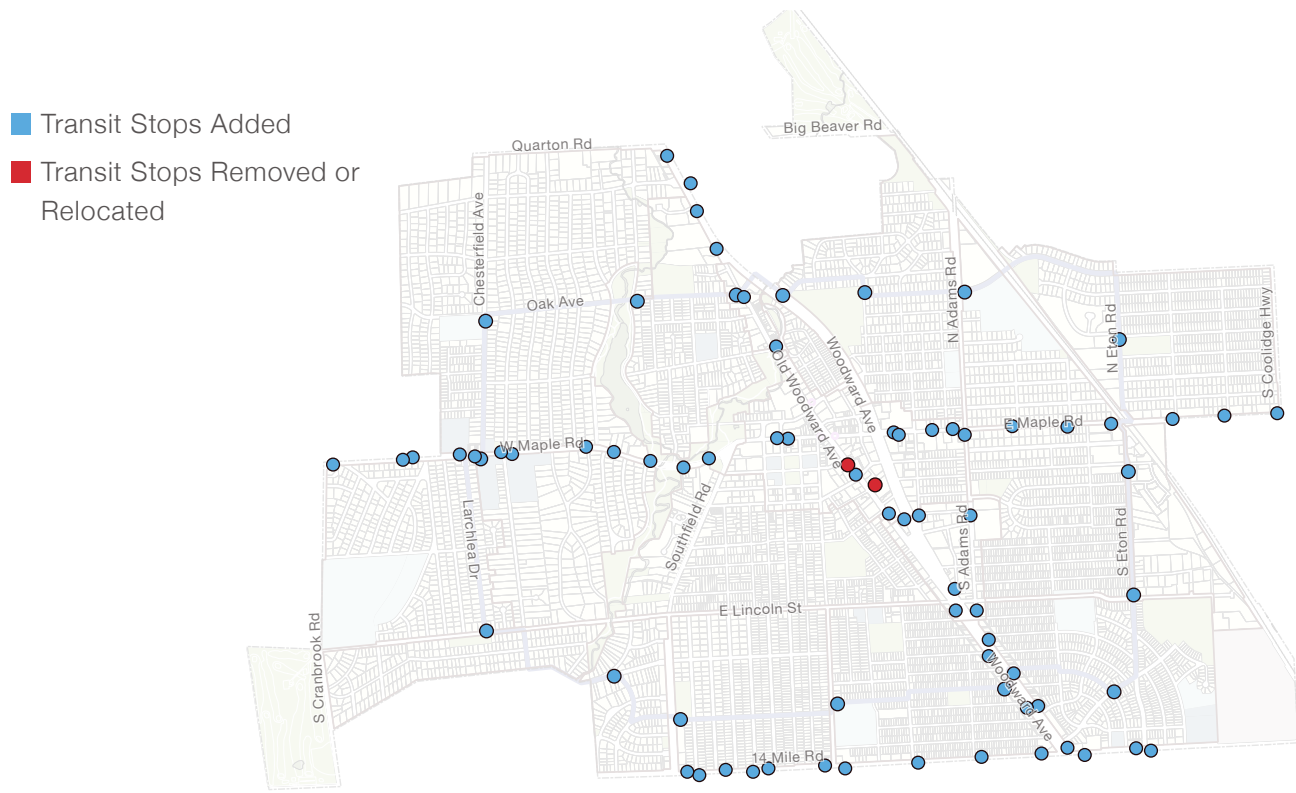


Figure 27. Transit updates to the Multi-modal Plan.

## Ch 2. Embrace Managed Growth



# Ch 2. Embrace Managed Growth

## Encourage Housing in Mixed-use Districts

### Encourage Housing in Mixed-use Districts

There housing in Birmingham is in high demand, an indication of the city's quality of life. But that demand has brought with it a rapid increase in housing cost, difficulty for aging residents to downsize within the community, and a changing community composition that has resulted in reduced school enrollment. New housing plays an important role in stabilizing these threats, but locating growth is difficult in a built-out city. Birmingham's mixed-use districts are ideal places to accommodate new housing that is proximate to existing services, does not impact neighborhoods, increases foot traffic for businesses, and is most likely to result in attainably priced units. Each mixed-use district is below its currently zoned capacity for building, which means new housing growth can be accommodated without changing the community expectations currently stipulated in the zoning code.

#### Maple and Woodward

The Maple and Woodward district (Downtown Birmingham) has an imbalance of commercial to residential development, with very few households compared to a significant amount of office and retail space. This lack of housing has been recognized since the 1980 Birmingham Plan, principally due to a policy which does not allow residences to park in the public parking decks. Each mixed-use district requires a balance of housing with offices and retail space to ensure the district is active during daytime hours and into the evening, supporting retail and restaurants and promoting greater public safety. If housing is to be provided downtown to re-balance the 24-hour downtown life-cycle, it will require access to the municipal parking supply.

Providing parking on private properties in downtown is difficult due to the small size of properties and goals for walkable

streets activated by storefronts. Properties in suburban locations can more easily provide on-site parking because land is not scarce. Those areas are also not walkable. Walkable streets require small blocks and a lot of activity; there is not room for parking on every property. The current rules encourage development to add housing on upper floors to achieve a height bonus, but require some of the very valuable ground floor to be set aside for parking. This results in very large units, where provided, to fill to bonus space in a downtown that needs attainably priced housing.

Parking downtown is heavily utilized during the daytime, with most public garages over 90% of their capacity. However, that same parking is virtually empty during the evening and overnight. Weekend parking is also underutilized with around 2,000 spaces available. This parking imbalance is an ideal opportunity to accommodate housing, which requires parking at night and on weekends, and vacates parking during the day. During the Covid-19 Pandemic there has been low overall parking usage, increasing opportunities to re-use parking for housing. When initially proposing residential usage of public parking structures, concern for the time that residents would depart and office workers would arrive was raised. Parking monitoring in Birmingham has shown at least half of total parking capacity is available at 10am, providing a significant period of overlap between uses (See Fig. 28).

Presently, four and five-story buildings are allowed in most areas downtown yet most buildings are lower. Considering the difference between the height of existing buildings and the currently allowed potential, all housing growth needed in the downtown area could be accommodated within the existing zoned capacity. Some of that capacity is further limited by the historic status of many existing buildings. However, heights should not be increased, except where adjusting zone boundaries results in greater consistency. Focus should instead be on filling existing capacity.

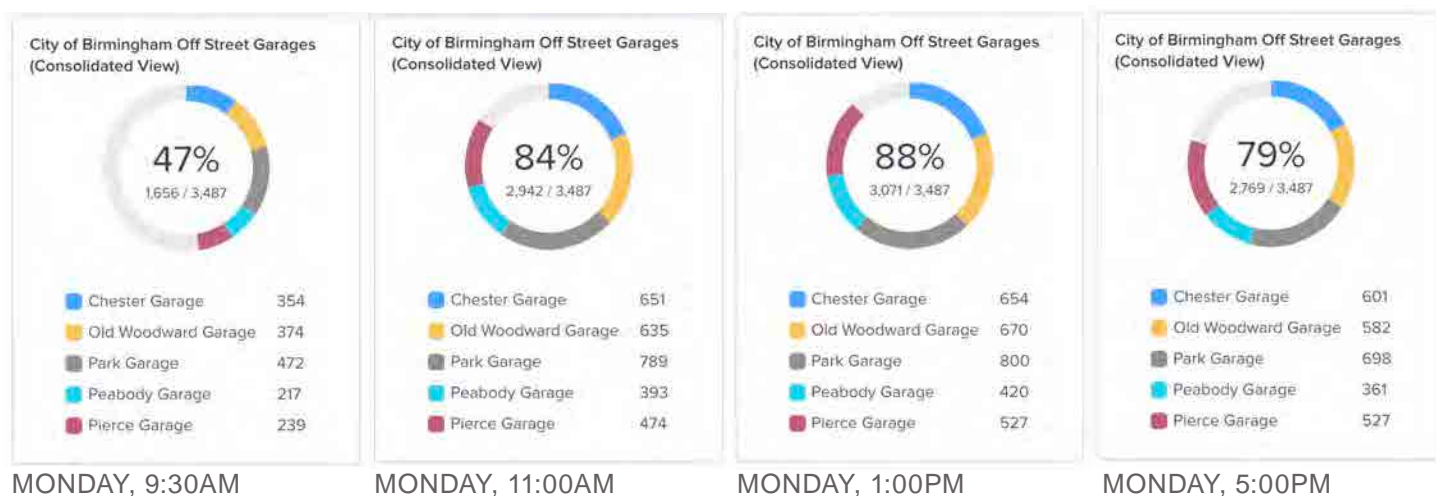


Figure 28. Downtown garage capacity at different times on a Monday.

## Ch 2. Embrace Managed Growth

### Encourage Housing in Mixed-use Districts

New residential parking permit price should be set attainably yet to discourage residents from parking cars that are not used regularly. Distribution of permits can also be managed through permit assignments, assigning spaces in less used garages, like Chester Street, and on upper floors. For the mostly younger and older residents who may not need a car, they benefit from the cost of parking being entirely eliminated from the cost of their housing. To address attainable housing needs, the availability of passes should be tied to a minimum threshold of attainably priced units. Lastly, the added income for the parking district can be reinvested into existing and new structures.

#### Haynes Square

Haynes Square, to both sides of Woodward, can accommodate a significant amount of infill development. As discussed in Chapter 1, this area should target more housing than office. Most of the available capacity is located east of Woodward in the Triangle District, which is already zoned for significant infill. However, like Downtown, housing development is restricted by parking.

To the east of Woodward, many properties are oddly shaped and relatively shallow in depth. These characteristics are inefficient for on-site parking. Non-residential development in this area has been slow for similar reasons - parking is difficult to fit due to the geometry of most properties. A public parking structure is needed east of Woodward to drive private sector development, as previously discussed.

To the west of Woodward, properties are also too shallow to provide sufficient on-site parking. In addition, because this area is near to the downtown parking district but not within, development demand funnels to the downtown district where parking is not required for new development. One solution for the west side of Woodward is proposed in Chapter 1. The western Haynes Square district could be provided additional parking access by: extending the downtown parking district; building a parking structure on the west side of Woodward as part of the Haynes Square street modifications; or including this area within a future Triangle District parking district.

#### The Rail District

Like the Triangle District, the Rail District has long been zoned for significant infill but has seen little growth, particularly in the lower Rail District. This location is ideal for housing infill with its proximity to Kenning Park and future access to the Troy Transit Center. Development has occurred in the area on properties that are large, but the many smaller properties around Cole Street remain underdeveloped, despite being zoned for high density infill. Similar to the Triangle District, development of housing is restricted by the size and shape of properties, and lack of public parking. A public parking garage should be built near the lower Rail District and future

Troy Transit Station access. Like the other mixed-use districts, this garage should allow for unbundled residential parking by selling residential parking passes. The garage would also help alleviate parking conflicts with the Torrey neighborhood.

#### MASTER PLAN ACTIONS

1. Pilot unbundled residential parking within Downtown parking garages. This may be achieved by releasing 100 to 200 passes for new downtown residential units.
2. Create a Mixed-use Districts Parking Plan, including:
  - a. Establish unbundled residential parking policies within Downtown parking garages, consider:
    - i. Offering an initial limited supply of permits for downtown housing, eliminating on-site parking. Evaluate the supply and modify as needed over time to maximize garage usage and housing.
    - ii. Tie parking passes to an average rental or sales rate of 150% of Area Median Income or less, calculated on a per-building basis.
    - iii. Tier permit costs according to the number of vehicles per residence, increasing in price for each vehicle and by parking garage.
  - b. Establish unbundled residential parking policies in all mixed-use districts in existing and future parking garages.
  - c. Provide public parking as recommended in the 2007 Triangle District Plan.
  - d. Provide public parking in the Rail District. Consider redevelopment of the DPS building to occupy a portion of a public parking garage in its place, which services the lower Rail District.
  - e. Provide public parking for the western Haynes Square district.



# Ch 2. Embrace Managed Growth

## Infill Some Activity and Buffer Seams

### Infill Some Activity and Buffer Seams

Increasing the housing supply in only the mixed-use districts will result in a narrow range of new housing types, almost exclusively multi-family in larger buildings. This form of infill addresses the need of some but not all demographic groups. One under-supplied group is households with young children, which are important in supporting the public school system. Few opportunities exist for new townhomes, duplexes, smaller houses, and small multi-family buildings. To accommodate these housing types, Activity and Buffer Seams should be zoned to enable this range of housing (See Fig. 29).

Most of the Activity and Buffer Seams are mapped on existing multi-family properties, which does add to the housing supply. However, there may be some additional infill capacity available in these properties by adjusting downward the minimum open space per dwelling standards, which are quite high today. Additionally, some Activity and Buffer Seams are mapped on properties that are single-family today, notably along 14 Mile Road. While there are not many properties available for infill at this scale, those areas able to accommodate infill should be zoned to encourage it.

#### MASTER PLAN ACTIONS

1. Update the zoning code, including:
  - a. Create a new zoning district or modify the transition zone districts to enable infill development of small homes, townhomes, duplexes, and small multi-family buildings, limited to buffer and activity district seams.
  - b. Reduce the amount of open space required per unit for townhomes and multi-family.

### Study Accessory Dwelling Units

Accessory Dwelling Units (ADUs) are a low impact way to provide additional housing, particularly for older adults and lower income individuals. The City currently allows accessory structures but has restrictions to prohibit their use as permanent dwellings. ADUs are small homes typically located in the rear yard of a single-unit residential or attached townhouse lot, frequently over a garage but often a small secondary unit within the primary home. ADUs can provide housing sought by many young renters, single-person households, and older adults. Birmingham has had historic ADUs for decades (See Fig. 30).

- Buffer Seams
- Activity Seams



Figure 29. Activity and Buffer Seams.

## Ch 2. Embrace Managed Growth

### Study Accessory Dwelling Units



Figure 30. An existing ADU equivalent.

Presently, there is considerable market demand for ADUs in the City, but accessory structures are not permitted to be used as residences for people other than a relative of the primary household. For older adults looking to downsize but avoid a spike in property tax by selling, they may benefit from an at-grade ADU to live in and rent their primary home. And generally, ADUs are a means of providing additional household income while supporting a small amount of additional units, at a very low overall neighborhood impact.

Through the development of this plan, resident opinions concerning the appropriateness of ADUs within Birmingham were neatly divided, nearly 50/50. Due to potential benefits, ADUs merit further study which should consider where and in which circumstances they may be appropriate, and regulatory practices which best fit the community.

#### MASTER PLAN ACTIONS

1. Update the zoning code, including:
  - a. Enable Accessory Dwelling Units (ADUs) in already compatible zones: MX, TZ1, TZ3, and R4 through R8. Study ADUs for additional locations within the city and the regulations necessary to ensure compatibility.

#### ADU BEST PRACTICES

- a. Permit ADUs where the property owner lives on-site, in the primary home or ADU.
- b. Prohibit two-rental structures on any single-family property.
- c. Require ADUs to be designed and built to match or exceed the quality of the primary structure.
- d. Require adequate landscape screening between ADUs and adjacent properties
- e. Do not require parking for ADUs.
- f. Increase the allowable height for accessory structures to allow 2 stories when there is a dwelling within it above a garage.
- g. Exempt the area of interior staircases from the maximum area of accessory structures when there is a dwelling within it.



# Ch 2. Embrace Managed Growth

## Update the Zoning Code

### Update the Zoning Code

Birmingham's Zoning Ordinance is difficult to understand and has been updated through overlays, like Downtown and the Triangle District, to replace code elements that no longer function for the City's goals. Within the city's residential districts, the zoning standards are not well aligned with the existing character of housing, which has led to new construction that residents feel to be out of character with the surrounding neighborhood. Birmingham's Zoning Code is due for an overhaul. While it is certainly better than many other codes for cities of a similar size across the country, the code no longer aligns with best practices.

Zoning codes should be legible and comprehensible for residents and professionals alike, including graphic exhibits to clarify text-based concepts. Zones should be minimized, combining those which may be very similar but in different parts of the city (See Fig. 31), like the Downtown Overlay, Triangle District Overlay, and the Mixed-use district established for the Rail District. Overlay zones should replace their outdated underlaying zoning, typically Business or Office. Residential districts should be examined for their

appropriateness and some collapsed, especially towards the higher end such as R6 through R8.

Perhaps most importantly, the single-family residential districts should align more closely with the existing housing stock to protect neighborhood character. The zoning update process should include a careful analysis of the city's residential districts and existing housing stock, on a neighborhood-by-neighborhood basis to reflect the clear character differences across the city.

Clarity and simplicity in zoning helps residents understand the implication of the zoning code, which is otherwise opaque to most. Collapsing zones and standards can simplify the review process and make new revisions easier to implement. Along with these, use categories should be collapsed to the broadest categories practicable. Overlays remain a useful tool, but they are best used to apply more stringent standards for an area, rather than overriding the majority of the code.

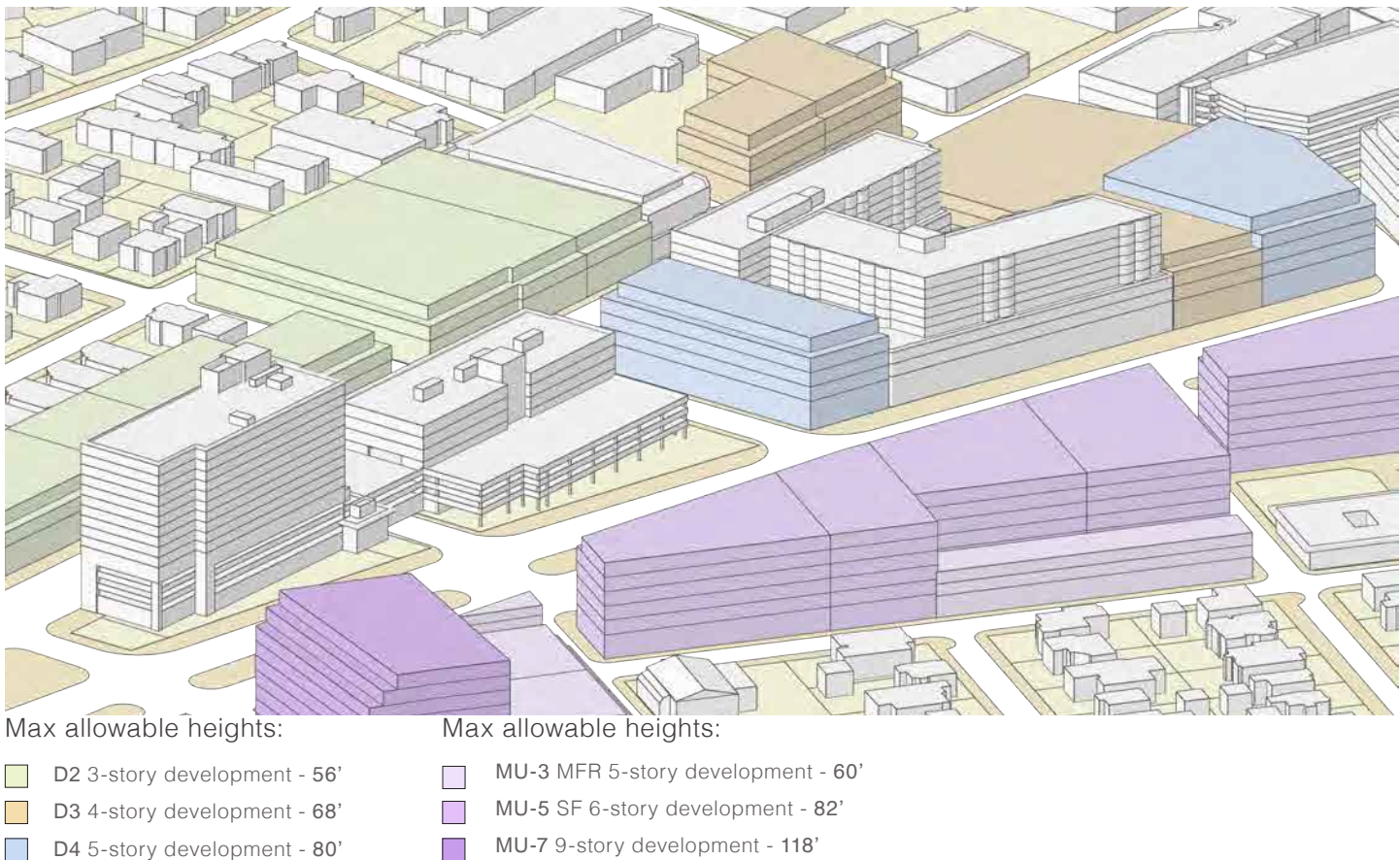


Figure 31. Existing Development Potential in Neighboring Overlays.

# Ch 2. Embrace Managed Growth

## Update the Zoning Code

### MASTER PLAN ACTIONS

This list consolidates zoning related actions from this and other chapters of the Master Plan for ease of applicability.

1. Update the zoning code, including:
  - a. Focus on brevity, clarity, graphics, and aligning zones with Future Land Use categories.
  - b. Consolidate zones and uses as much as is practical and ensure the updated document is legible, clear, and predictable for residents as well as developers.
  - c. Extend D2 zoning to the multi-family properties along the west side of Old Woodward up to Quarton. (Ch.4)
  - d. Modify MX to enable the urban development envisioned for the Rail District. (Ch. 4)
  - e. Develop an Overlay Zoning District for the Lower Rail District that permits the existing, but somewhat improved condition to persist for the area south of Palmer Street. (Ch. 4)
  - f. Create zoning districts to enable neighborhood destinations. (Ch.1)
  - g. Create new zoning districts or modify the transition zone districts to encourage infill development of small homes, townhomes, duplexes, and small multi-family buildings, limited to Activity and Buffer Seams. (Ch.2)
  - h. Adjust residential zone boundaries and standards to better match existing housing. This requires a study of the city's residential architectural styles and building types, their key characteristics, position on their properties, driveway configuration, age, and the areas where each common type is located. (Ch. 3)
  - i. Encourage renovations to expand existing houses rather than the construction of new houses. (Ch. 3)
  - j. Review and update site, building, and design codes to prevent increased rainwater runoff and other negative impacts from new house construction. (Ch. 3)
  - k. Consider age-in-place-friendly building regulations, such as grab-bars, ramps, and elevators in single-family homes, with careful attention paid to the city's architectural heritage. (Ch. 3)
  - l. Address neighborhood lighting standards, including exterior residential lighting intensity and color temperature. See the International Dark Sky Association recommended standards. (Ch. 3)

- m. Develop storefront design, signage, and other standards to retain the small-scale business character of Market North. (Ch. 4)
- n. Enable Accessory Dwelling Units (ADUs) in already compatible zones: MX, TZ1, TZ3, and R4 through R8. Study ADUs for additional locations within the city and the regulations necessary to ensure compatibility. (Ch. 2)
- o. Allow cafes, food trucks, carts, and kiosks in parks (currently the Public Property district). (Ch. 1)
- p. Create subdivision and zoning standards to encourage redevelopment of the Adam's Square shopping center. (Ch. 1)
- q. Establish zoning standards to encourage redevelopment of South Woodward Gateway properties. (Ch. 4)
- r. Establish zoning standards to enable Neighborhood Sleeves in the South Woodward Gateway. (Ch. 4)
- s. Establish zoning standards to enable shared-use alleys, particularly in the South Woodward Gateway. (Ch. 4)
- t. Require adherence to LEED standards within the City's mixed-use districts and municipal buildings. (Ch. 5)

### BEST PRACTICE RECOMMENDATIONS

- a. Collapse uses into the broadest categories possible, with detailed use specification only provided where absolutely necessary, and in limited areas.
- b. Combine the business, office, Downtown, Triangle, and mixed-use districts into a single set of mixed-use districts shared between all mixed-use areas. Low intensity mixed-use districts would only include the lower intensity mixed-use zones, and high intensity mixed-use districts the higher intensity zones.
- c. Revise residential districts to reduce the number of non-conforming structures by better aligning standards with existing structures.
- d. Ensure new zoning language is considered for simplicity and expediency, achieving regulatory goals in a manner clear to the general public.

# Ch 2. Embrace Managed Growth

## Update the Zoning Code

### Downtown overlay

### Triangle overlay

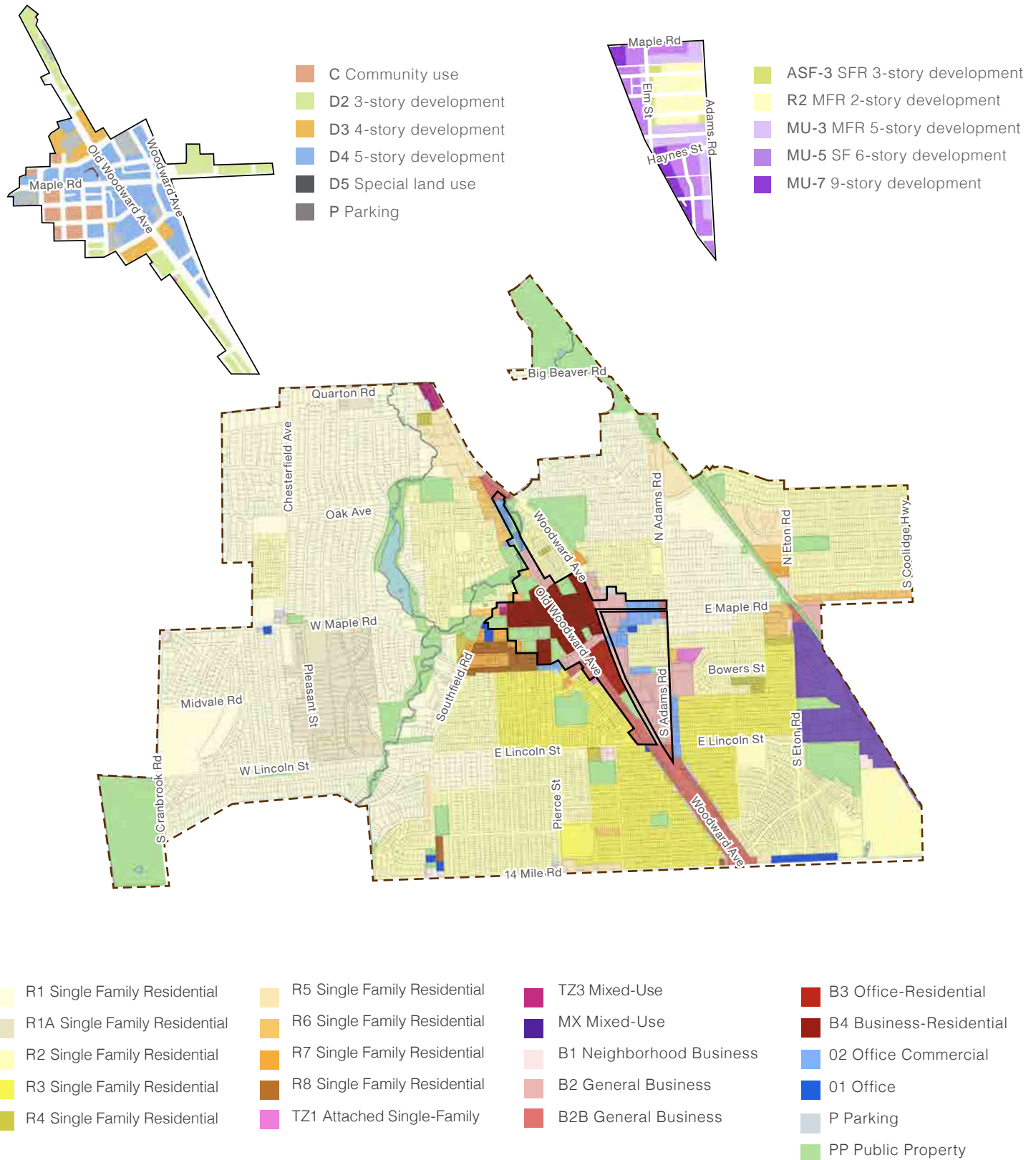


Figure 32. Existing Zoning Districts.

## Ch 3. Retain Neighborhood Quality



# Ch 3. Retain Neighborhood Quality

## Equip Parks to Serve Neighborhoods

### Equip Parks to Serve Neighborhoods

Birmingham's natural areas, parks, recreational facilities, and schoolyards are vital resources for its neighborhoods. These open space amenities are important both for public health and as places where neighbors interact. Each neighborhood should have nearby access to open space which is designed with a broad set of activities to support a range of ages and abilities. While some neighborhoods are well served with parks and open spaces, when analyzed from a Planning District basis, many lack sufficient services. A Planning District-based analysis should be completed to ensure that each neighborhood has access to diverse activities, within existing neighborhood parks or with programming at nearby community parks.

Parks and open spaces differ in their size, context, and ability to provide services. Larger, community parks provide numerous amenities, made possible by the park size. Because they are large, community parks are limited in number. As a result, each services a significant portion of the city, not only the surrounding neighborhood. Yet these parks must also provide neighborhood park amenities for nearby residents. This dual-purpose can cause conflict, where nearby neighbors attempt to limit their use and access. For instance, some residents have expressed serious frustration that dog runs have been excluded from neighborhood parks. The single run at Lincoln Hills Golf Course is insufficient for a city the size of Birmingham.

Open space amenities are a critical resource for quality of life across the city. To ensure each Planning District has sufficient access to these amenities, location, service area, and programming should be studied from this perspective. Amenities should be provided according to the size and location of each open space by type, and to ensure residents of

all ages are accommodated. Best practice recommendations are provided herein for consideration in a future update to the Parks and Recreation Master Plan.

While Birmingham boasts many parks and the Rouge River natural area, an open space amenity is not located within close proximity to all residents. Considering which parks are accessible by a short walk to most residents, the core portion of the city is well accommodated while edges have less access. Opportunities to add park space are limited but parks programming can be augmented to make up for missing or distant amenities.

Of all Planning Districts, Torry is most notably lacking park space. Already built-up there are few easy solutions to providing new open space. Two potential opportunities should be pursued: 1) open space may be required as a condition for redevelopment of the Adams Square shopping center, and 2) alternatively, the current post office site would accommodate a well-sized park if, within the horizon of this plan, the post office elects to vacate the property. As both options are difficult, the planned Worth Park in the Triangle District should be developed, however it would not fulfill all of the neighborhood's needs.

Quarton and Seaholm districts also lack official open park space for much of their Planning Districts. Like Torry, these areas have little opportunity for new open spaces. However, both neighborhoods utilize schoolyards as informal open spaces. The city should consider a more formal arrangement for neighborhood use of these spaces, including equipment and amenity needs to fulfill neighborhood park best practices. Officially using school fields as community and neighborhood parks requires approval from the school board and collaboration with the city concerning access, hours, liability, equipment, and maintenance. In a fully built community like Birmingham, school fields are one of the only opportunities to expand open space access and amenities.

Similarly, religious and other institutions may also be engaged in formal shared amenity arrangements. Such an arrangement with Our Shepherd Lutheran School would provide needed amenities to the Torry neighborhood.



Figure 33. Kids playing in Booth Park.



# Ch 3. Retain Neighborhood Quality

## Equip Parks to Serve Neighborhoods

	Athletics	Food & Bev.	Garden	Dogs	Exercise	Play	Splash	Seating	Walkways
Mini Parks									
1. Baldwin Well								X	
2. Derby Well			X	X	X	X		X	X
3. Pump House					X			X	X
4. Redding Well			X		X			X	X
5. Lynn Smith			X		X			X	X
6. Martha Baldwin					X			X	X
7. South Well			X					X	X
Neighborhood Parks									
8. Crestview	X	X	X	X	X	X		X	X
9. Howarth	X		X	X	X	X		X	X
10. Linden	X		X	X	X	X		X	X
11. Pembroke	X		X	X	X	X		X	X
12. St. James	X		X	X	X	X		X	X
13. W. Lincoln Well Site	X		X	X	X	X		X	X
14. Adams Park	X				X	X		X	X
A. Adams Square	X			X	X	X		X	X
B. Quarton School	X			X	X	X		X	X
Community Parks									
15. Barnum	X	X	X	X	X	X	X	X	X
16. Kenning	X	X		X	X	X	X	X	X
17. Poppleton	X	X	X	X	X	X	X	X	X
C. Seaholm	X	X		X	X	X		X	X
Specialty Parks									
18. Booth		X		X	X	X	X	X	X
19. Rouge River								X	X
20. Shain		X				X	X	X	X
21. Quarton Lake			X	X	X	X	X	X	X
22. Museum								X	X
23. Manor					X	X		X	X
24. Springdale	X			X	X	X		X	X
25. Lincoln Hills	X			X	X			X	X
26. Worth Park		X						X	
26. Haynes Sq.		X			X	X	X	X	X

Figure 34. Recommended Park Amenities for Consideration in a Parks and Recreation Plan Update.

# Ch 3. Retain Neighborhood Quality

## Equip Parks to Serve Neighborhoods

### MASTER PLAN ACTIONS

1. Expand the 2018 Parks and Recreation Master Plan or create a new plan beyond the 2022 horizon, including:
  - a. Differentiate parks by type to better determine appropriate amenities, services, and best practices.
  - b. Utilize Planning Districts to determine sufficiency of park access across the city, availability of amenities, and consideration of activities and recreation in each season. (See Fig. 34)
  - c. Formalize the public use of school and institutional open spaces for neighborhood recreation, prioritizing under-served Planning Districts.
  - d. Develop Worth Park to provide a portion of the needed open space for Torry.
  - e. Purchase part of the Adams Square parking lot for park space, or ensure that redevelopment would require that future park space be provided near Adams and Bowers.

### PARKS BEST PRACTICES

Each type of park should provide specific amenities, as their size and configuration permits. Spaces should serve residents of all ages and include public art, signage, accessible paths, trash and recycling receptacles, and shaded seating.

Plazas are the most limited type of open space due to their small size. These paved areas primarily provide passive recreation with seating along their edges. Some may also include water features and splash pads. No plazas exist today, but they are proposed by this and other plans.

Mini parks, like the well sites, are mostly limited in size, serving an area of roughly 2-to-5 minutes walking distance. These spaces provide limited active recreation with trails, where exercise opportunities should be considered. Passive recreational opportunities are provided through seating areas and may be expanded with community gardens and small dog runs. Mini parks should have some lighting, but be limited in intensity and frequency.

Neighborhood parks are of a moderate size, able to provide a variety of amenities. They serve an area of roughly 5-to-7 minutes walking distance. These should include play

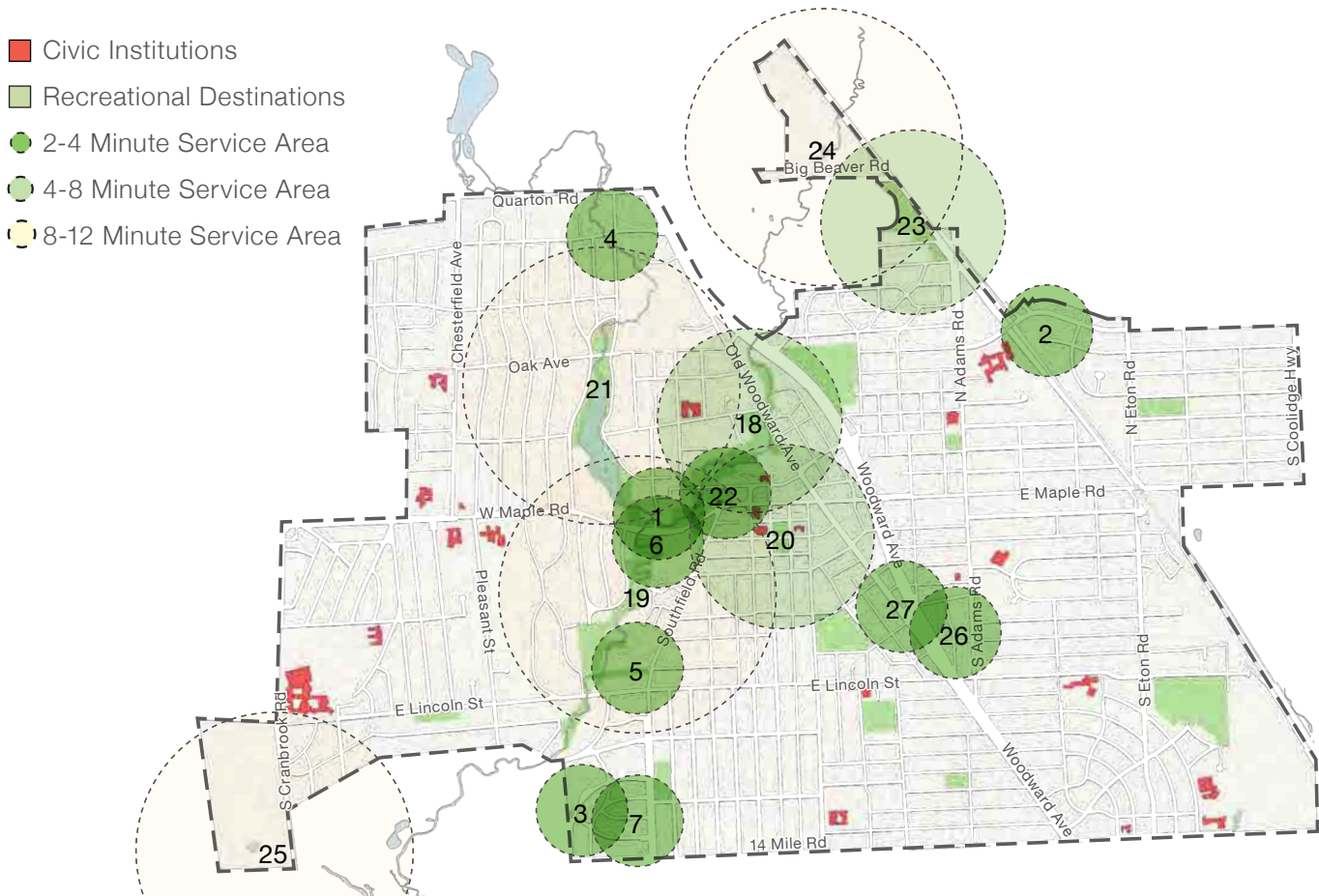


Figure 35. Birmingham Specialty Parks and Mini Parks.

## Ch 3. Retain Neighborhood Quality

### Equip Parks to Serve Neighborhoods

equipment for children, passive seating areas, and active amenities like tennis, basketball, and limited sports fields as space allows. Neighborhood parks should also provide bicycle parking and lighting, dog runs, and green stormwater infrastructure, and may provide community garden space.

Community parks are substantial spaces that should include a significant variety of amenities. These parks serve a neighborhood park function for those within a 5-to-7 minute walk, but also serve a much more significant population beyond this distance. Community parks should provide the amenities of neighborhood parks, and include more significant active recreational offerings, restrooms, and opportunities for food and beverage service through a small cafe or accommodations for occasional food service such as food trucks or vendor booths. They should provide ample bicycle parking, lighting, and some public parking, on- or off-street.

Specialized parks serve a very specific function due to their location, and should be considered on a case-by-case basis. These include the Rouge River Natural Area, Shain Park, and other special open spaces. Worth Park and Haynes Square are included in this category and require special programming consideration due to their locations.

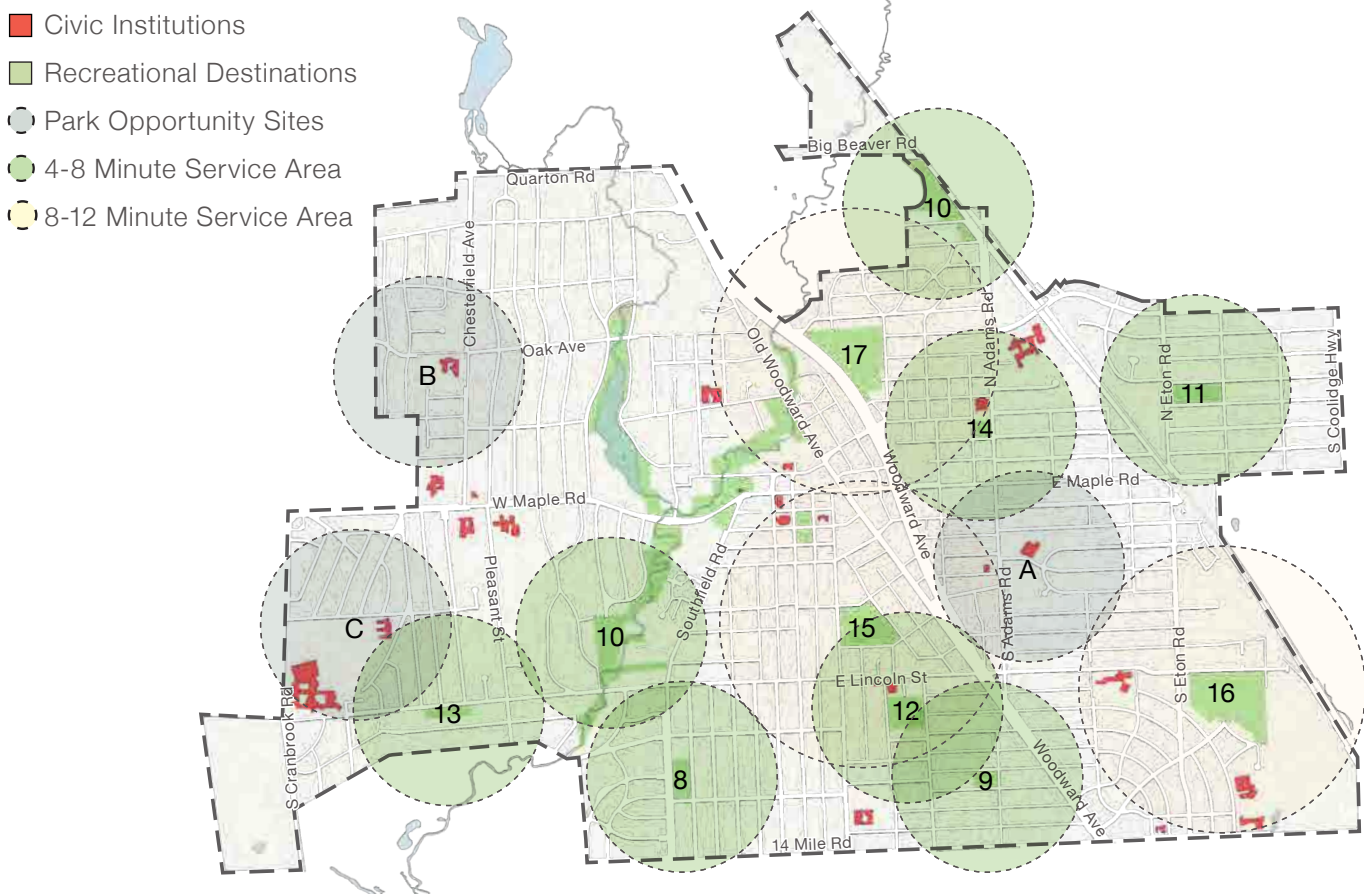


Figure 36. Neighborhood and Community Parks.



# Ch 3. Retain Neighborhood Quality

## Keep Streets Pedestrian-oriented

### Keep Streets Pedestrian-oriented

Streets are the most pervasive public space in a city, and generally, Birmingham's streets are exceptionally beautiful and pleasant (See Fig. 37). However, moving cars is too often primary focus of street design, which results in widening to make driving easier. In most cases, widening neighborhood streets reduces their safety for pedestrians and bicyclists, reduces street tree canopy, and increases vehicle speeds. Fortunately, Birmingham has resisted calls to widen streets. As a result, the city retains a extensive tree canopy and pleasant streets to walk and bike along.

Yet today, calls for wider streets continue. If widened, cars will move more quickly and those streets become convenient ways to cut around areas of congestion. There are some streets in Birmingham are too narrow, like Westchester Way, paved approximately 16 feet yet operating two-way with parking. Streets narrower than 20 feet paved and operating two-way with on-street parking should be considered for a change to one-way or removal of some street parking, perhaps widening. Most other streets should not.

Beyond the space to accommodate automobiles, street design must consider pedestrian comfort and safety, bicyclist comfort and safety, and street trees for public health.

Pedestrian comfort and safety is influenced by the size and location of sidewalks. Birmingham's historic neighborhood standard was a minimum 4 foot sidewalk, which is insufficient by today's standards. In most neighborhoods, sidewalks should be a minimum of 5 feet wide, and 6 feet in neighborhoods near mixed-use districts or streets with multi-unit housing. The recently passed Residential Street Design Standard specifies a 5 foot minimum, which works for most places. In areas with smaller lots and multi-unit housing, sidewalks

should be at least 6 feet wide. In a mixed-use context, sidewalks should be wider, no less than 14 feet from curb to edge of right-of-way assuming a paved tree lawn with tree wells. Shared space streets are a special exception to be handled on a case-by-case basis.

Today, sidewalks are missing in numerous places, which should be surveyed and remedied. Similarly, street intersections which do not have accessible ramps to crossings should be remedied. These changes may cause trees to be removed, which should be replaced nearby to maintain the street tree canopy.

Bicyclist and micro-mobility comfort and safety is principally influenced by the speed of vehicles and availability of dedicated facilities. In most streets, narrow lanes result in slow car movement, which provide for bike and micro-mobility needs. But more so than cars, frequent stopping is extremely inconvenient. Bicycle boulevards should be considered to solve this issue, arranging intersection control to prefer bike and micro-mobility through movement and diverting cars to avoid cut through movement. Strategically located bicycle boulevards can also be used to reduce cut-through traffic, such as that between Quarton, Maple, Lincoln, and 14-Mile. Along streets with speeds above 25mph, however, dedicated facilities should be provided or other means of slowing traffic pursued.

The tree lawn is critical to street trees; sufficient root area results in greater canopy. Canopy health is very closely related with the health of residents, mental and physical, the ease of walking or biking along streets, and the success of children in school. In fact, programs exist across the country to re-establish urban tree canopies to improve the health outcomes of children. In neighborhoods, tree lawns should not be sacrificed for pavement width.

With these concerns in mind, the ideal roadway width will depend upon the right-of-way width and what the street should best accommodate. Lincoln is perhaps the most difficult decision point in Birmingham. It needs on-street parking but is also an important route for cyclists. Certainly Lincoln needs to sustain its tree canopy. And as a major vehicular connector, Lincoln must accommodate cars. With recent crosswalk improvements, the means of accommodating bicycles must be carefully considered. Today, Lincoln is too busy a street to feel safe for many bicyclists.

Standards were set for residential streets by the Multi-modal Transportation Board and City Commission due to recurring resident



Figure 37. A pleasant, right-sized street in the Quarton district.

# Ch 3. Retain Neighborhood Quality

## Keep Streets Pedestrian-oriented

requests for wider streets. The current policy sets a standard residential street at 26 feet from curb-to-curb where the right-of-way is 50 feet or greater and 20 feet with parking along one side where the right-of-way is less than 50 feet. The policy provides for modifications for a number of specific conditions that may legitimately require greater paving, such as school bus routes. Generally these standards align with best safety practices.

Current street roadway standards should be retained, and augmented to simplify the exception criteria, aligning it with future land use. Minor modification is also needed to accommodate wider sidewalks along district seams. The residential street standards provide a modification of roadway width from 26 feet to 28 feet where on-street parking is in more active use. Because on-street parking will be more actively used in neighborhoods with high intensity fabric, the standard here may default to 28 feet. Similarly, neighborhoods with low intensity fabric will have low on-street parking usage and should be less justified to allow for wider streets.

To further support pedestrian and bicycling safety, the standard residential street posted speed should be lowered to 20 mph. Unfortunately current legislation does not permit posting speeds below 25 mph. Across the world, including in other US states, “20 is Plenty” campaigns have reduced speeds on residential streets to 20mph or below. Legislative change is necessary to improve pedestrian and bicycle safety on neighborhood streets.

The main remaining issue with streets is parking beyond the roadway on unimproved streets as it encourages cut-through traffic and speeding. Once streets are improved this issue will be resolved.

### MASTER PLAN ACTIONS

1. Update the Residential Street Standards, aligning the following streetscape elements with Future Land Use categories. Update the Multi-modal Plan accordingly. Additionally, Advocate for state legislation permitting municipalities to reduce posted speed limits below 25 mph.
  - a. Sidewalk width;
  - b. Planter width and type;
  - c. Type and extent of on-street parking;
  - d. Frequency of curb cuts; and
  - e. Width of roadway.
2. Update the Multi-modal Plan, including:
  - a. Study bicycle accommodation alternatives along Lincoln.
  - b. Complete gaps in sidewalks, add accessible corner ramps where not already specified, and replace street trees which are displaced by the process.

### STREETSCAPE BEST PRACTICES BY LAND-USE CATEGORY

1. Mixed-use Center: 8 foot sidewalks or wider, excluding a paved tree lawn area; 5-to-6 foot tree lawn principally paved with tree wells; on-street parking both sides.
2. High Intensity Fabric: 6 foot sidewalk; tree lawns 6 feet or wider, appropriate for long tree wells or continuous planters; on-street parking both sides.
3. Medium and Low Intensity Fabric: 5 foot sidewalk; tree lawns 8 feet or wider; on-street parking on one or both sides.
4. High and Medium Intensity District Seam: 6-to-8 foot sidewalk; tree lawns 6 feet or wider, appropriate for long tree wells; on-street parking both sides.
5. Low Intensity District Seam: 6 foot sidewalk, tree lawns 6 feet or wider; on-street parking both sides.



# Ch 3. Retain Neighborhood Quality

## Replace Unimproved Streets

### Replace Unimproved Streets

Many neighborhood streets in Birmingham are in disrepair. Residents are confused about the process to improve streets, which is exacerbated by unique situations in two parts of the community.

As is readily apparent, many neighborhood streets are in very poor condition. The situation is historic, related to the standards in place as far back as each neighborhood was initially developed. It has been incumbent upon neighbors to choose to improve their streets, and pay into that improvement based upon how much lot frontage they have along the street. To date, a significant number of residents have done just that, yet it leaves nearly 26 linear miles of streets unimproved. Most unimproved streets are easily recognizable in that they do not have curbs. Yet, to confuse the matter, about half of the unimproved streets have historic curbs. And

lastly, there is a section of Birmingham where sewer service is located in the rear lot, not in the street, which requires special consideration when improving streets.

The City Commission convened an Ad-hoc Unimproved Streets Committee (AHUSC) to study this issue. In late 2020, the committee issued its recommendations. A high-level summary of those recommendations are to: 1) change the process of initiating street repair to be instigated by the City; 2) use the City's general fund to pay for the non-utility improvements to streets and bonds to pay for the utility portion of improvements, reimbursed by residents through special assessment and utility rate fees; and 3) to prefer construction of concrete streets over asphalt for their longevity, with exceptions for low volume conditions.

With these well researched recommendations in place, adjustments to unimproved streets policy and the city budget are required, along with a strategy for prioritizing streets to

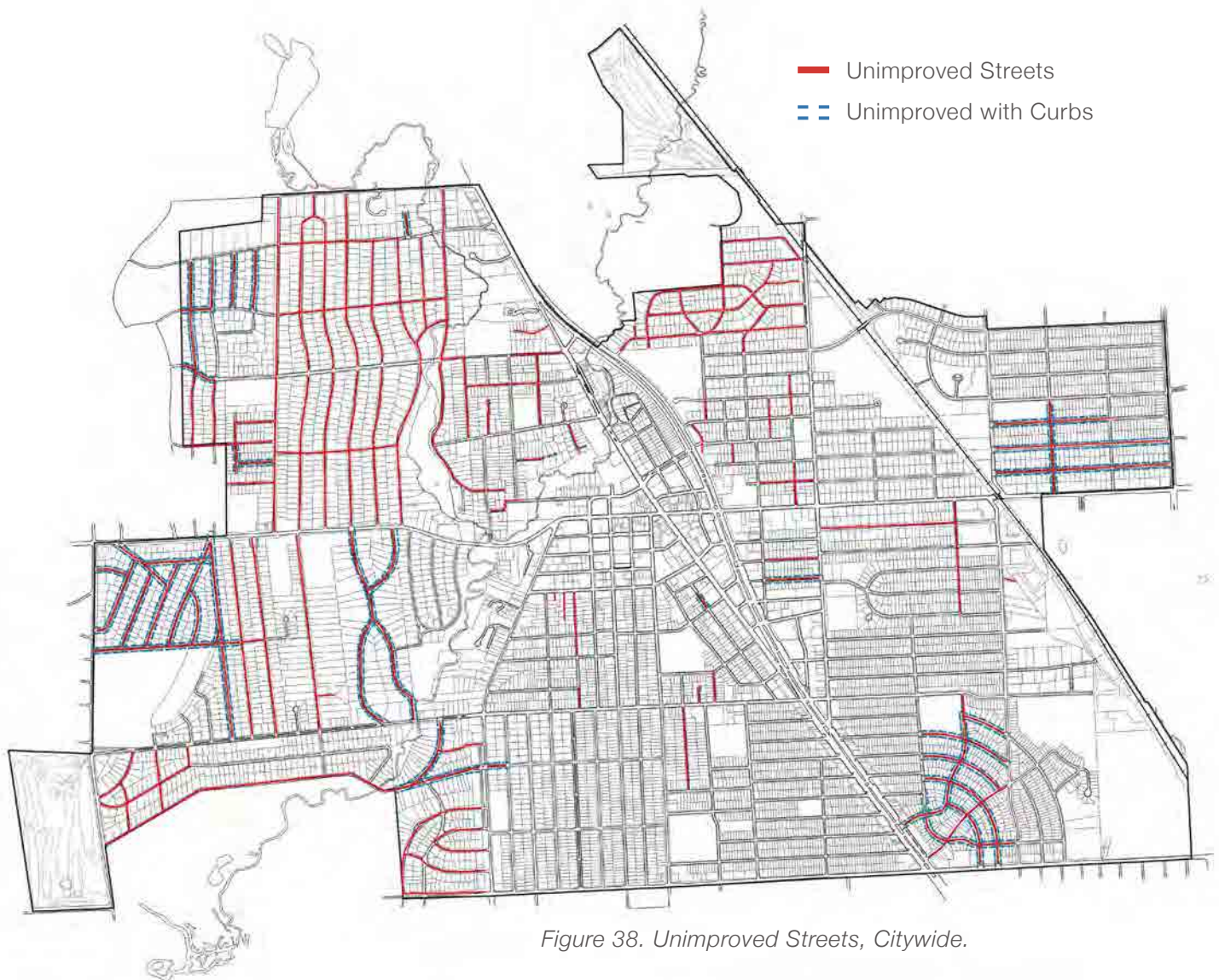


Figure 38. Unimproved Streets, Citywide.



## Ch 3. Retain Neighborhood Quality

### Retain Street Tree Canopy

improve. A consistent approach is recommended, ensuring funds are regularly allocated to carry on improvements. From a priority standpoint, the current condition of unimproved streets should be surveyed to categorize the state of disrepair. The stormwater condition of streets is a particularly important element to consider as streets with stormwater problems will deteriorate more quickly than others and work done to improve streets can also address some or all of the stormwater issues. To work through the list of repairs, consideration should be given to equitably distribute repairs throughout the city so that one Planning District is not prioritized over another. This can be done by ensuring that more than one Planning District receives repairs in any year. Some districts, like Quarton and Seaholm, are almost entirely unimproved and may receive a greater share of improvements than others as a result.

#### MASTER PLAN ACTIONS

1. Adopt policy recommendations specified by the Ad-hoc Unimproved Streets Committee (AHUSC), including the following:
  - a. Establish a yearly budget to remedy unimproved streets, considering the general fund plus bond strategy and repayment timelines recommended by the AHUSC.
  - b. Survey the current condition of unimproved streets, categorized by the current quality such that streets in the most extreme states of disrepair can be prioritized for improvement. Stormwater issues should receive special priority.
  - c. Remedy unimproved streets according to the repair priority and budget, ensuring improvements occur in multiple Planning Districts each year.

#### Retain Street Tree Canopy

Birmingham's downtown and neighborhoods benefit from a rich tree canopy, increasing house values, public health, and sustainability. This street tree canopy should be protected, well maintained, and prepared for a changing climate. At present, the City works to diversify tree species, which is important in avoiding disease. Considerations should also be made to select species that will better fit the area's future climate. Much of the community is well stocked with trees but some streets, like Brown and 14 Mile, have gaps in the street tree canopy, sometimes spanning an entire block.

Most substantially, the City's commercial districts have severe street tree gaps, including entire streets without trees. Maple and Woodward have more consistent trees than elsewhere, with limited gaps such as Willits. However, streets like Merrill appear to have insufficient root area, resulting in small and ineffective trees. New plantings with the recent Woodward and future Maple streetscape projects have extended the root area to support a healthier tree stock, which is necessary elsewhere. The Triangle and Rail Districts have few street trees at all and are in need of streetscape redesign. Plantings are especially needed in these areas to fight the urban heat island by shading sidewalks and roadways, and to provide relief for pedestrians.

#### MASTER PLAN ACTIONS

1. Create a Tree Canopy Improvement Plan, including:
  - a. Establish comprehensive policies for trees in streets and open spaces.
    - i. Select large canopy species for streets and parks, native to the region and resilient for its' future climate, retaining the character of each neighborhood's distinctive canopy.
    - ii. Minimize overly-used or exotic species, such as Crab Apple, Honey Locust and Pear Trees.
  - b. Create 5-, 10-, and 15- year goals to expand tree canopy cover.
  - c. Study the condition of neighborhood tree canopies in parks and private spaces and potential improvements.
  - d. Require that trees removed due to construction be replaced, as well as mandatory contributions to fund new off-site trees.
  - e. Prevent existing, healthy trees from being removed due to new construction.
  - f. Survey areas with constrained root area and establish a plan to add additional soil volume.

# Ch 3. Retain Neighborhood Quality

## Revise Parking Restrictions

### Revise Parking Restrictions

Parking policies within Birmingham neighborhoods confuse visitors and residents and are difficult if not impossible to enforce. Current posted requirements differ substantially throughout the City to such an extent that the Police Department can only enforce by complaint. Decades of block-by-block modifications have eroded the public nature of streets.

The source of resident requests are real problems created by parking overflow in key areas of the City, but there is a mismatch between the conditions creating problems and the number and location of solutions. Residents are understandably concerned with parking spill-over from nearby non-residential uses. City staff is concerned that removing parking exacerbates parking spill-over, the complexity of regulations is difficult to enforce, and that street parking is a public good.

Observations in the Rail District and Seaholm corroborate these concerns (See Fig. 39). Rail District regulations have been created to limit nighttime use of on-street parking to ensure residents have available parking, resulting in 8 different parking standards within a small area. Seaholm regulations have been created to limit daytime student parking, resulting in 12 different parking standards within a small area.

These conditions studied represent a small segment of the city which has many more areas with additional, complex requirements. Some areas have entirely removed parking, which encourages speeding - another issue of concern to residents. In many cases the perception of insufficient parking is not in step with the actual availability of parking, however, the complexity of restrictions contributes to violations.

To reduce excessive complexity that leads to enforcement difficulties, and to solve for the real issues of spill-over parking, the city should begin anew with a simplified selection of standard restrictions. There is far too much variation in existing restrictions to adjust them one-by-one. A committee should study the situation citywide and establish a limited set of options and a plan to re-assign parking restrictions. The option to have no parking restrictions at all along streets should be the default preference where there is not a clear conflict caused by adjacent mixed-use districts or institutions.

### MASTER PLAN ACTIONS

1. Study citywide street parking restrictions and permits, charged with:
  - a. Creating a consistent and limited set of citywide parking standards. An example of such a set follows:
    - No restriction
    - 2-hour parking from 9am to 4pm, except by permit (this addresses daytime parking issues from students and downtown workers)
    - Parking by permit only, 5pm to 10am (this addresses nighttime parking issues from food service)
    - Neighborhood Parking Benefit District, used in association with (b) or (c) above.
  - b. Creating a plan to re-assign street parking restrictions citywide for greater consistency.
  - c. Establishing a consistent residential permit system to service those neighborhoods that choose to use such a system which includes permit fees to cover costs, decals, and visitor rear-view mirror tags purchased separately from the residential permit. The existing permit systems may suffice to operate more broadly.

# Ch 3. Retain Neighborhood Quality

## Revise Parking Restrictions

### EXISTING PARKING RESTRICTIONS

#### TORRY AT THE RAIL DISTRICT:

- 15 Min Parking 8am-9am Except Sun. & Holidays
- 2 HR Parking 6am-4pm Except Sat, Sun., & Holidays
- 2 HR Parking 8am-6pm Except Sun. & Holidays
- 2 HR Parking 9am-6pm Except Sun. & Holidays
- 2 HR Parking Limit
- No Parking Anytime
- Parking Allowed, All Times
- Permit Parking Required at All Times



#### SEAHOLM AND LINCOLN HILLS:

- 2 HR Parking 9am-5pm Except Sat, sun, & Holidays
- No Parking 8am-6pm
- No Parking, 7am-9am Except Sun. & Holidays
- No Parking, 8am-6pm Except Sat., Sun. & Holidays
- No Parking, 8am-6pm Except Sun. & Holidays
- No Parking, M-F 7am-2pm
- No Parking, School Days 7am-3pm
- No Parking, School Days 8am-10am
- No Parking, Sunday 7am-1pm
- Parking Allowed, All Times
- Parking Permit 7am-4pm School Days
- Residential Permit Parking



- |                              |                             |
|------------------------------|-----------------------------|
| ■ Permit - North Woodward    | ■ Duration Limited Parking  |
| ■ Permit - Poppleton         | ■ No Daytime Parking        |
| ■ Permit - South Central     | ■ School Restricted Parking |
| ■ Permit - South Woodward    | ■ Church Restricted Parking |
| ■ Permit - Triangle District | ■ Permit Required           |
| ■ Permit - Western District  | ■ No Parking                |
|                              | ■ Unrestricted              |

Figure 39. Sample of Existing Parking Restrictions



# Ch 3. Retain Neighborhood Quality

## Retain Housing Character

### Retain Housing Character

The value of properties in Birmingham has risen such that the cost of purchasing and demolishing existing homes is viable. Some parts of the City have already been significantly rebuilt and the trend is moving into other neighborhoods. Many residents feel that the scale of new homes are overwhelming and out of character with their neighborhoods, the result of both trends in building larger homes and a lack of coordination between the existing housing character and zoning standards. While the City has implemented progressive design standards for garage placement and overall construction management, many of the new houses are, in fact, oversized for their lots and often negatively impact surrounding households. Except in historic districts, new houses are not evaluated for the appropriateness of their architectural design or building materials by a review board or committee. New house plans are only reviewed for compliance with building codes and required site engineering regulations.

House design and consumer preferences have changed since Birmingham's neighborhoods were first developed. The original prewar houses were usually modestly designed and downplayed the home-owners wealth or lack thereof. Large houses and manors were broken up into a series of smaller volumes which effectively disguised their overall volume and, with commensurate architectural details, gave them the appearance of matching the scale of neighboring houses. Most of Birmingham's original houses were constructed with quality craftsmanship and designed with architectural massing and details intended to blend into the neighborhood rather than command attention. Following trends in

today's housing market, many new homes are designed to stand out and be noticed, rather than harmonize with and complement neighboring houses.

Additions to existing homes should be encouraged as a way to accommodate changes that the market desires without eroding neighborhood character. Often the driver of new construction is market demand for additional bathrooms, a master suite, closet space, larger kitchens, and larger garages, which tend to be lacking in older homes. While it is often easier to tear down an existing home and build a new one, this is a destructive process that creates significant waste and impacts neighborhood character. Renovation and addition could be encouraged through a number of policies such as: a fast-tracked approval process (requiring a slowing down of new construction approvals), waived fees for review and inspection, and increased lot coverage allowances at the ground level (not second story). While additions and renovation cannot be required, they may be encouraged.

Leveraging historic districts is another means of controlling the pace of demolitions, providing review of the scale and character of new housing, and encouraging renovation. Expanding existing historic districts and landmarks, and establishing new districts would provide oversight of new construction and renovation in many areas of the city. The Historic District Commission (HDC) should actively study and establish new historic districts and landmarks throughout the city. Additionally, HDC review authority should be strengthened in consideration of demolitions and renovations.

Lastly, light intensity and color is an often overlooked quality of Birmingham's neighborhood streets. Some new homes have been built with lighting that is too intense, degrading the calm character of Birmingham's neighborhood fabric. Lighting should be subdued generally, avoid spillover onto neighboring properties, and be oriented downward not outward. Luminaires should be shielded to eliminate glare and limited in individual intensity. Multiple bulbs of lower intensity can provide the same light coverage without glare or hot spots. Color temperature is also keenly important. Light that is towards the blue end of the spectrum, higher color temperature, disrupts natural human cycles when used at nighttime. Color temperature should not exceed 3500 Kelvin after dusk. Currently the Zoning Ordinance uses Illuminating Engineering Society of North America (IESNA) standards

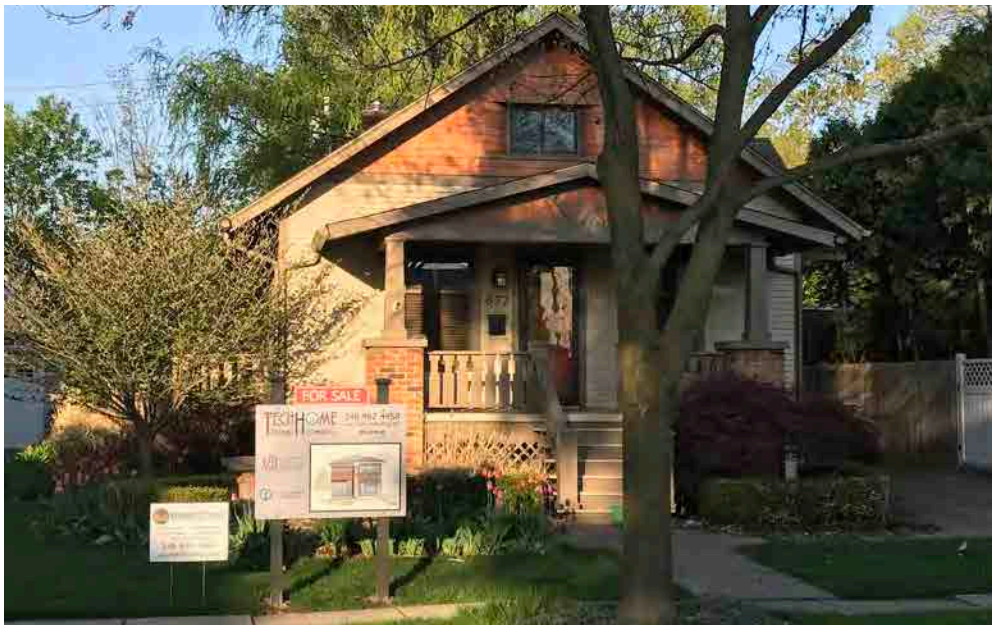


Figure 40. Historic home with a sign marketing demolition for a larger home.



## Ch 3. Retain Neighborhood Quality

### Retain Housing Character



*Figures 41 & 42. Infill housing on two sides of one street, older homes (left) and new homes (right).*

as a baseline, IESNA Zone E4 for everything R4 and above. Neighborhood illumination is not regulated, which is clearly in need. The International Dark Sky Association model standards are recommended in place of IESNA standards. These standards should be evaluated for use in neighborhoods as well as for adjustment or replacement of existing zoning requirements concerning lighting in R4 and above.

Similarly, the color temperature and intensity of streetlights requires study to avoid issues similar to residential exterior lighting. Across the country many cities have switched to LED streetlights. This is a recommended practice for maintenance and energy usage but the fixtures and luminaires must be carefully selected. LED streetlights produce more glare and hotspots than prior technologies. The earliest models, still available, are set to color temperatures that are

too blue. As the city contemplates a change in technology, common pitfalls should be avoided, ensuring: luminaires are shielded with globes or similar devices that scatter light; luminaires have a color temperature no greater than 3500K; and that poles be installed more frequently, at a lower height, to achieve the desired light level while avoiding glare, excessive intensity, and hot spots.



*Figure 43. High quality contemporary infill, in scale with neighborhood fabric.*

# Ch 3. Retain Neighborhood Quality

## Retain Housing Character

### MASTER PLAN ACTIONS

1. As part of a zoning code update:
  - a. Adjust residential zone boundaries and standards to better match existing housing. This requires a study of the city's residential architectural styles and building types, their key characteristics, position on their properties, driveway configuration, age, and the areas where each common type is located.
  - b. Encourage renovations to expand existing houses rather than the construction of new houses.
  - c. Review and update site, building, and design codes to prevent increased rainwater runoff and other negative impacts from new house construction.
  - d. Consider age-in-place-friendly building regulations, such as grab-bars, ramps, and elevators in single-family homes, with careful attention paid to the city's architectural heritage.
  - e. Address neighborhood lighting standards, including exterior residential lighting intensity and color temperature. See the International Dark Sky Association recommended standards.
2. Adopt a policy to expand the inspection process for new house construction to ensure that they are built per approved plans to minimize negative impacts on surrounding properties.
3. Adopt a policy to proactively establish new historic districts as well as landmarks.
4. As part of a Multi-modal Plan update, adopt a policy regulating street lighting, including intensity, color temperature, luminaire, and pole height and frequency.

### BEST PRACTICE RECOMMENDATIONS FOR RESIDENTIAL LIGHTING

- a. Residential lighting standards should address:
  - a. Maximum luminaire intensity,
  - b. Color temperature range,
  - c. Shielding and directionality, and
  - d. Spillover.
- b. Street lighting standards should address:
  - a. Maximum luminaire intensity,
  - b. Color temperature range,
  - c. Shielding and directionality,
  - d. Lamp design, and
  - e. Pole height and spacing.
- c. Consider the International Dark Sky Association model standards.
- d. Consider aligning lighting intensity restrictions with the Future Land Use categories for neighborhood fabric intensity where high intensity fabric justifies higher lighting intensity and low intensity fabric justifies lower lighting intensity. Dark Sky LZ1 may be appropriate in low intensity fabric and medium intensity fabric areas, LZ2 in high intensity fabric areas, and LZ3 in the city's mixed-use districts.



## Ch 4. Support Mixed-use Districts

# Ch 4. Support Mixed-use Districts

## Continue Improving the Maple & Woodward District

### Continue Improving the Maple & Woodward District

Maple and Woodward (Downtown Birmingham) is a vibrant urban center that is the envy of many other communities. Although its population is only 21,000, Birmingham has a commercial core the size of a city of 200,000. The city's assortment of shops, restaurants, parks, offices, civic buildings, and entertainment venues offers an exciting, safe, and walkable lifestyle to its residents. It also draws people from throughout the region. Like any dynamic urban center, downtown continues to address challenges such as affordability, conflicting commercial and residential interests, rapid growth, adequate parking, and effective traffic management.

#### Active Sidewalks

Given Downtown's walkability and scale of commercial presence, it has only a moderate amount of weekday pedestrian traffic. During the weekends Birmingham's downtown pedestrian traffic has noticeably fewer visitors than Downtown Royal Oak and Detroit. Combining offices, services, and housing means that a district can be busy day and night, which provides a more robust customer base during most hours of the day. Increasing housing in downtown can shift the balance, further bolstered by increasing events, improving streetscapes, and activating Downtown's open spaces.

Old Woodward, between Hamilton and Merrill Streets, West Maple, and Pierce Streets carry the most pedestrian traffic. This is the core of the Maple and Woodward district. Due to their size and volume of traffic, both Maple and Woodward perform poorly for restaurants compared to smaller streets with intimate outdoor dining experiences, as is found along Merrill and Pierce. Similarly, Hamilton boasts a collection of smaller businesses in a vibrant environment, but is negatively impacted by the bank on the corner, deadening 350 feet of Hamilton at the most critical retail intersection.

To expand active use of street spaces, shared space streets should be considered, which reduce, but does not eliminate, cars, optimizing for dining areas, public seating, and community events extending into the street. Shared space streets would require repaving to be similar to the paving found within Shain Park, and designed to accommodate clusters of public seating, public art, and bike racks. Merrill between Old Woodward and Shain Park, and Pierce between Maple and Merrill are both viable

options. Shared space streets require active businesses along the edges, ideally with a strong mix of food service to occupy street space with seating. Community events may close shared space streets on a regular basis. Along with the street design itself, social districts should be considered, which allow for barrier-free alcohol consumption over a defined area. These would allow dining and seating areas to integrate into the space without walls or other barriers that restrict movement.

The seasonal dining decks proposed in the Downtown Birmingham 2016 plan have successfully expanded the afternoon and early evening street life. The popularity of these decks has increased the demand for downtown parking at the same time that their implementation has decreased the number of parking spaces available to both diners and shoppers. Yet the pandemic has made outdoor dining necessary, a trend likely to continue in good weather. As a result, two solutions should be pursued in parallel: the use of technology to make parking easier to access and locating other opportunities for outdoor dining that do not displace parking. Technology may relieve some amount of the street parking problem in Downtown by making garages easier to access and adjusting the supply of on-street parking through pricing cues.

Outdoor dining next to the curb or building facade should be encouraged, with special attention to ensure that fencing does not limit the mobility of pedestrians on the sidewalk. Today a few instances of fenced outdoor seating significantly restrict sidewalk width; a minimum 6 foot clear path should be required along the sidewalk even if the sidewalk is not 6 feet wide. Where streetscape projects make curb changes, space at corner and mid-block bulb-outs may be used for dining. And alleys and passageways should be



Figure 44. Old Woodward following the recent streetscape redevelopment.

# Ch 4. Support Mixed-use Districts

## Continue Improving the Maple & Woodward District

considered where dining in those locations is convenient for an adjacent business.

Old Woodward, being the largest and most trafficked roadway, requires the greatest consistency and quality of storefronts, with more transparency than the smaller streets. The new streetscape is an improvement for pedestrians, but at present it lacks adequate public seating. In fact, throughout the Maple and Woodward area, and in other mixed-use districts, public seating is lacking. New seating installed with the recent streetscape project is out of character with Birmingham and should be replaced by benches with backs, like those found in Shain Park.

Bike parking and micro-mobility corrals are also lacking throughout the district. As micro-mobility has yet to become a concern locally, addressing bike parking should come first, but micro-mobility will arrive soon. Bike racks are most easily accommodated in bulb-outs at intersections where they can be installed perpendicular to the curb, accommodating 3 or 4 U-racks.

### Public Space

Downtown boasts a wide variety of parks from its' collection of pocket parks, to the formal square of Shain Park, and Booth Park and the Rouge Trail. Shain Park is active on a daily basis, due to its variety of amenities and its visibility. Other park spaces in Downtown could be improved with additional amenities and better visibility and connections.

Signage and trail connections would make existing park spaces more accessible from Downtown. Directional signage throughout Downtown should direct people to the area's parks and trails, in addition to key landmarks and institutions. To access these destinations, a few key connections

should be added. From Maple and Woodward, Booth Park feels separated, more a part of Market North. The Bates Street Extension recommended in the 1996 plan should be pursued, particularly with a focus on connecting Maple and Woodward to Booth Park and the Rouge River trails. Where the Willits Trail meets Maple at the Birmingham Museum, the museum's entry with seating and the bell should more clearly connect down the slope and into the trail system.

Seating at both Shain and Booth Parks does not accommodate visitors during peak hours. Shain Park's movable seating has been a good addition which should be expanded. More regular park benches should also be installed around the central loop. In major cities, the central loop would be entirely lined with benches, which is too much for Birmingham's character, but the supply should be greatly increased. Booth Park has a well used set of play structures but very few additional accommodations. The entry is underwhelming, an ideal location to get information, a beverage, and to have seating opportunities either in a plaza space towards the entry corner or a more naturalistic setting further into the park and along the Rouge River trail. Shain and Booth Park's lack of food and beverage offerings could be rectified by opening a small café or coffee shop, or providing connections and allowances for mobile vendors, either of which would enhance park-goers' experiences and draw more people to the parks during the daytime.

Downtown's pocket parks, however, are underutilized at all times. The Old Woodward-Oakland pocket park's size is limited and its use is inhibited by the vehicular turn lane along its southern edge. The 1996 Downtown Plan recommended removing this south vehicular lane and expanding the park, which would improve the park's appeal, the walkability along Old Woodward, and the pedestrian linkage between the

Market District and downtown. Each of Downtown's pocket parks would benefit from additional seating and public art. The Pierce-Merrill space has sufficient public art but no seating, and Pierce-Brown also has no seating. The plaza at the Library's entrance also lacks seating and other amenities, which will be provided through the Baldwin Public Library Long-Range Building Vision Plan.

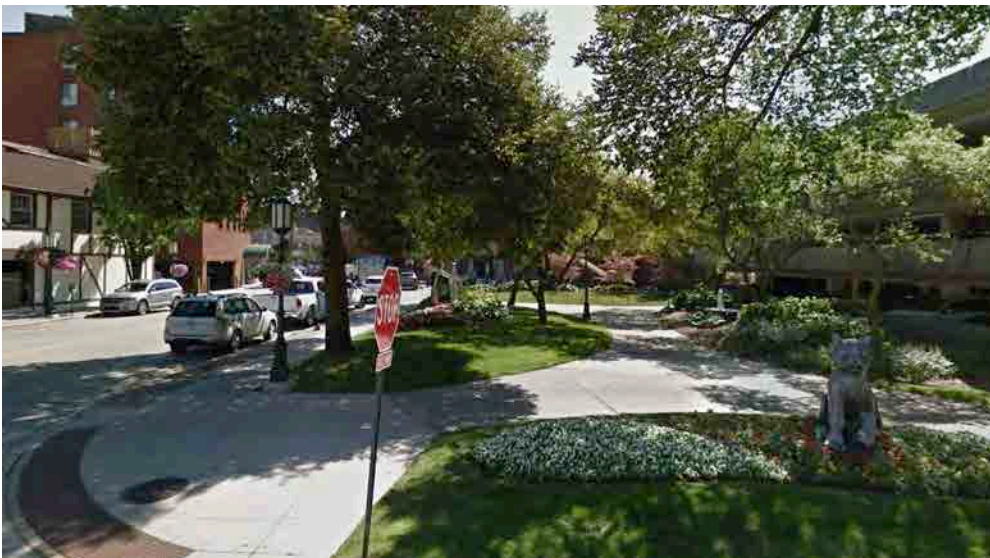


Figure 45. The Pierce-Merrill pocket park.



# Ch 4. Support Mixed-use Districts

## Continue Improving the Maple & Woodward District

### Parking

Many parking issues in the Maple and Woodward District are common to all mixed-use districts where there is an imbalance between housing and commercial uses. Municipal parking downtown operates at around 90% occupancy (2019) and the district is growing. During its busiest periods, valet services are employed to fully utilize rooftop capacity which is otherwise not preferred by drivers. While the roughly 5-10% available capacity seems right-sized for the district, monthly passes for Downtown workers have a significant waiting list and parking continues to spill-over into adjacent neighborhoods. While parking occupancy decreased significantly at the height of the Covid-19 pandemic, the future growth and intensification of the district will continue to strain the parking supply.

Continued growth and success Downtown is important for the continued success of Birmingham. In each of the City's major plans, post-1929, increasing parking capacity has been recommended. The City's current insufficient supply is a result of not following those recommendations in a timely manner. The Bates Street Extension (recommended in the 1996 Downtown Plan) was recently pursued but a bond measure failed to garner support. Parking in this location should be studied once more, along with the parking study recommended for Lot 6 in Market North.

The City has considered resident requests to add secure bicycle parking to garages and spaces for electric vehicle charging. Both of these proposals should be pursued. However, there is not capacity to remove many regular vehicle spaces. Some recent trends are likely to reduce future parking demand, like the rise of Transportation Network Companies, re-balancing housing and commercial in the

Downtown, and reduced rates of teen driving. Autonomous vehicles (AVs) are also a future consideration, however, at this point in time AVs are still in development and are not likely to see widespread usage until the end of this plan's horizon. At present it remains unclear whether AVs will reduce traffic and parking demand or increase it. To address this timing issue, another set of parking analysis will likely be needed in 10 years. In the meantime, more parking is needed and will continue to be needed for at least the next 15 years. The best short-term strategy is to invest in parking, but construct garages that may be converted to other uses in the future.

While parking across Woodward in Haynes Square / Triangle District is somewhat remote, the area is in need of parking investment and may be able to accommodate some Downtown / Maple and Woodward workers. A parking deck here should be pursued immediately in order to jump-start development and provide some alleviation for parking demand Downtown (as discussed in the sections addressing Haynes Square).

In addition to capacity, the downtown parking district is pursuing a number of technological solutions. In the garages, they intend to test a pay-by-phone near field communication (NFC) system aimed at reducing the lines entering garages. In the broader mixed-use district discussion in Chapter 1, smart signage is recommended to direct users towards garages with capacity and away from those at or near capacity. Metered parking has recently been equipped for monitoring and demand or tiered pricing, which allows prices to be adjusted electronically. These systems are used to balance where people park by manipulating meter rates on a per-block basis. This should be pursued and monitored, but rates should not be changed too frequently. Together these technologies will help the existing parking supply feel less constrained.

During the master plan design charrette, numerous attendees stated that the monthly parking pass rates are extremely low in Birmingham, recommending that they be raised. Fees should be set to be competitive with other jurisdictions. The additional funding created by increased fees should be reinvested in building new parking capacity, technological improvements, safety, lighting, and aesthetic improvements.



Figure 46. The Library's entrance plaza.

# Ch 4. Support Mixed-use Districts

## Continue Improving the Maple & Woodward District

### MASTER PLAN ACTIONS

1. Adopt a policy requiring a minimum 6 foot clear path along the sidewalk be retained throughout mixed-use districts.
2. Establish a Civic Events Board or extend the role of the Public Arts Board, tasked with expanding activities and special events to attract office workers and residents to shop and dine downtown, including weekly food-truck events at Shain Park.
3. Update the Multi-modal Plan to address micro-mobility, increased pedestrian activity due to new downtown housing, and recent experiences with increased outdoor dining. See Multi-modal Plan update recommendations.
4. Update the Parks & Recreation Master Plan, including increased amenities and connections in Downtown's parks. See parks and recreation plan updates for specific recommendations.
5. Create a Mixed-use Districts Parking Plan, including:
  - a. Provide way-finding and informational signage for public parking.
  - b. Provide public parking as recommended in the 2007 Triangle District Plan.
  - c. Study monthly parking pass fees.
  - d. Study tiered parking rates for different garages.
  - e. Study tiered parking meter pricing in Downtown. A best practice goal is to achieve an average maximum 85% occupancy all streets.
  - f. Study secure bike parking and electric vehicle charging stations within parking garages.
  - g. Study the Bates Street Extension along with Lot 6 in Market North.
  - h. Study technological improvements to ease usage of parking garages, such as parking space occupancy indicators (green and red lights above spaces) to more easily direct users through the garages.
6. Implement an art-mural program for large blank wall surfaces in key locations. Coordinate with the Mixed-use Districts Branding Plan.
7. Study shared-use streets, including a shared-use streetscape retrofit along with a social district in the Maple & Woodward district.
8. Review master plan parking recommendations in 2030-35 to evaluate new technologies and trends.

### MULTI-MODAL PLAN UPDATES

- a. Install benches with backs and armrests throughout the Downtown area.
- b. Increase bike parking within the public streetscape throughout Downtown, especially at corner and midblock bulb-outs which support multiple racks.
- c. Reserve space for micro-mobility storage at corner and midblock bulb-outs along with bike parking.
- d. Expand the distance of corner curb extensions at street intersections and midblock to accommodate public seating. Permit outdoor dining in these seating areas for abutting businesses.

### PARKS AND RECREATION PLAN UPDATES

- a. Increase the amount of seating in Shain, Booth, and the City's pocket parks with benches.
- b. Expand portable café seating in Shain and Booth Parks and on all widened sidewalks.
- c. Open cafés in Shain and Booth Parks with public restrooms and limited food and beverage offerings.
- d. Expand the Oakland – Old Woodward pocket park by removing the south vehicular lane, per the 1996 Downtown Plan recommendations.
- e. Add paths and seating to the Pierce-Brown pocket park.
- f. Integrate the Birmingham Museum into the Rouge River trail and park system, including more connections and signage Downtown.
- g. Add green stormwater infrastructure to parks and pocket parks.

# Ch 4. Support Mixed-use Districts

## Establish Market North as a Distinct District

### Establish Market North as a Distinct District

Historically, the 1/3rd mile-long Market North – Old Woodward retail district has been identified with a clearly different character from the core Downtown. It has now become a dining and shopping destination of its own. North Old Woodward has transitioned from a collection of fine art galleries into a busy dining district. The district requires its own identity, branding, and focus on its specific needs independent of other districts. Because it hosts a popular seasonal farmer's market, and following the aptly named Market North End restaurant, it is recommended that the area be called Market North. The future of Market North is bright but it should retain its character of small shops and restaurants, and a street life distinct from Maple and Woodward.

#### Active Sidewalks

The implementation of the 1996 Downtown Plan's traffic-calming design for Old Woodward, which reduced the number of lanes and inserted a landscaped island, has significantly slowed vehicular speeds and improved the area's walkability. But problems still exist such as the pedestrian crossing at Harmon and Old Woodward, which can be dangerous at times. Further north along Old Woodward, traffic increases in speed and pedestrian crossing opportunities are non-existent, clearly missing at Vinewood Ave. North of Harmon St, Old Woodward needs to be redesigned to slow traffic and focus on increasing street parking and pedestrian crossings, especially in anticipation of increasing redevelopment.

Market North's district character should be reinforced at the connection between the sidewalk and building facades. Currently some storefronts and signage are unattractive and incongruous with Birmingham's upscale character and image. This district is distinct from Maple and Woodward in storefront design, featuring less glazing and more small-scale business facades (See Fig. 47). Streetscape elements like benches, trash cans, and signage should also be unique.



Figure 47. Character of small scale businesses.



Figure 48. Small scale outdoor dining.

Unlike Maple and Woodward where restaurants have large seating areas in dining decks, Market North maintains a character of smaller cafes and even ice cream stores with limited outdoor seating. This treatment should be encouraged in new buildings, with intimate cafe spaces and some outdoor dining along the building and the furnishing zone (See Fig. 48).

#### Public Space

Market North is anchored by Booth Park and the farmers market. Booth Park provides direct access to the Rouge River trail system, and occupies nearly 500 feet of Old Woodward frontage which creates a clear distinction between Maple and Woodward and Market North. As discussed previously, the park lacks adequate seating for its users at peak hours. Additionally the entry corner at Harmon and Old Woodward is too informal for its' setting (See Fig. 51). Proposed in the Downtown 2016 plan, Booth Park should have a cafe and restrooms within an iconic park building near this entrance in a paved plaza.

The farmers market gives the district its name, but has little presence on non-market days. Rather than an afterthought, the district's identity should be reinforced with a permanent, open-air market pavilion. The pavilion could be located where the market currently takes place, in the portion of municipal parking lot 6 that is open to Old Woodward. Designed appropriately, cars could continue to park under the pavilion awnings on non-market days. (See Figure 49).

#### Housing

The district's existing housing is mainly multi-family buildings along its northwestern edge which have large spaces between buildings. Redevelopment has begun with new mixed-use buildings on the east side of Old Woodward and development interest beginning on the west. Many of the



# Ch 4. Support Mixed-use Districts

## Establish Market North as a Distinct District



Figure 49. Proposed open air market pavilion.

district's buildings along Old Woodward are prime opportunities for redevelopment as mixed use structures. While some may be nostalgic for the area's garden apartments, their form and deep setbacks from Old Woodward signal that drivers can speed through the area, especially coming from the high speed portions of big Woodward just to the north. Better definition at the streetscape with new buildings will slow cars and reinforce walkability. To support this, the D2 zoning should be extended to the west side of Old Woodward (See Fig. 50) and streetscape improvements are

needed along Old Woodward particularly north of Harmon.

### Parking

As the Market North district is seeing redevelopment interest, it has too little parking to support its potential. As in Maple and Woodward, daytime parking is full in Lot 6 while it is empty at night. The Downtown 2016 plan recommended that a parking deck be built on Lot 6. This recommendation should be pursued along with the permanent market pavilion, located behind the existing buildings. To avoid disturbance to neighbors along Brookside, care should be taken to eliminate any light spill over, to present a pleasant facade to the west, and care to limit impacts on the Rouge River.

### MASTER PLAN ACTIONS

1. Update the zoning code, including extending D2 zoning to the multi-family properties along the west side of Old Woodward up to Quarton.
2. Install way-finding signage throughout the district. (Addressed previously)
3. Update the Multi-modal Plan to support increased pedestrian activity on both sides of North Old Woodward and install streetscape amenities. See the section on Multi-modal Plan updates recommendations.
4. Update the Parks and Recreation Plan, including

### CURRENT ZONING WITH OVERLAY



#### Downtown Overlay Zoning

- D2 3-story development
- D4 5-story development

#### Zoning

- R2 single family residential
- R6 single family residential

- B2 general business
- O office commercial

- P parking structures

Figure 50. Extension of D2 zoning in Market North.

# Ch 4. Support Mixed-use Districts

## Implement Haynes Square

amenities and a cafe to Booth Park. See the section on Parks and Recreation Plan updates.

5. Create a Mixed-use Districts Branding Plan, including branding, special signage, seating, and street-scape elements unique to the Market North district.
6. Create a Mixed-use Districts Parking Plan, including studying a parking garage in the Lot 6 parking lot along with the Bates Street Extension.
7. Study a permanent, open-air farmers market pavilion with public restrooms on the portion of Lot 6 that is along Old Woodward.
8. Develop storefront design, signage, and other standards to retain the small-scale business character of Market North.
9. Develop a North Old Woodward Streetscape Plan, with a focus on adding on-street parking and pedestrian and bicycle amenities and improving safety.

### MULTI-MODAL PLAN UPDATES

- j. Expand pedestrian safety and traffic-calming measures along North Old Woodward.
- k. Install additional pedestrian seating throughout the Market North district.
- l. Install new Market North branded streetscape fixtures throughout the district.

### PARKS AND RECREATION PLAN UPDATES

- m. Install ample benches in Booth Park.
- n. Install a small café and public restrooms in Booth Park or services for mobile vendors, along with movable tables and chairs.
- o. Create a paved plaza, ideally pervious, at the entrance to Booth Park with signage and seating.



Figure 51. Booth Park's underwhelming entrance.



Figure 52. Typical character of the gateway.

## Implement Haynes Square

The Haynes Square plan corrects a dangerous Woodward intersection, activates and elevates the South Old Woodward commercial district, and connects the Triangle District across Woodward to take part in the overall downtown. Details are addressed in the Chapter 1. That content will not be repeated here; this is a reminder of its' goal to support the South Old Woodward and Triangle District areas.

## Adopt a South Woodward Gateway Plan

The South Woodward Gateway, located along Woodward from 14 Mile to Lincoln, is the most unsophisticated stretch of retail in the City. The southern portion of Woodward presents a sloppy and tired image of the community, which is otherwise active and successful. Woodward's growth and decades of mis-focused transportation policy has divided Birmingham and eroded the quality of the pedestrian and business environments (See Fig. 52). This Gateway district is Birmingham's first impression to those traveling from the south. However, the area provides lower cost retail space with excellent exposure to traffic, housing most of the national chain merchants in the City. The Gateway is valuable for Birmingham, it just needs a new and sophisticated image.

Woodward's conversion to an attractive and grand avenue is now supported by the Department of Transportation, however that future remains distant. In the interim, changes can be made on the side of private development to make this area more attractive and functional, paired with near-term improvements to Woodward itself, detailed in Chapter 1. Today, communities to the south are well on their



## Ch 4. Support Mixed-use Districts

### Adopt a South Woodward Gateway Plan



Figure 53. Shared-use alley space concept.

way to improving Woodward's streetscape but have not yet addressed adjacent building form. While streetscape improvements are needed, and Birmingham should improve median plantings right away, the character of buildings along Woodward establish the area's image.

The low quality of the Gateway is well recognized; in 2013 The Southern Gateway Urban Design Plan was developed. Never adopted, the plan should be revisited, updated, and adopted. With fresh eyes, the Gateway needs a more radical transformation than previously proposed, which focused heavily on public sector improvements. With the right incentives, the area's aged buildings can be redeveloped in a manner that truly changes the Gateway's character.

From a neighborhood perspective, the Gateway provides some neighborhood retail services but it continues to encroach into neighborhoods with parking, increases neighborhood cut-through traffic, and is incredibly inconvenient for pedestrians. Many businesses have replaced adjacent houses with surface parking. This condition is most prevalent on the west side, but exists on both sides of Woodward. In many cases, this results in houses that remain facing onto open parking lots, and many more sharing a side or rear lot with them. As is recognized in the 2013 plan, the triangular parking lots are incredibly inefficient, erode the neighborhood, and are better served by efficient mid-block parking.

The 2013 Southern Gateway Urban Design Plan recommends that alley pavement be improved and made consistent and shared-use to accommodate pedestrians, shoppers, and service vehicles. In addition to the surface treatment of alleys, they require active uses along their edges to be safe and pleasant. Currently businesses face onto Woodward and use alleys for parking and service. For transformational change, businesses should also face onto alleys, creating true shared-use streets. This dual-sided condition is becoming common in the local area, found at Kroger along Maple, along Big Beaver in Troy, and elsewhere throughout the region. In the

alley, businesses should be encouraged to extend outdoor seating and outdoor retail displays into the shared-use alley space (See Fig. 53).

Full alley activation requires that both sides of the alley engage to define its character. With parking addressed more efficiently, the triangular parking lots should revert to residential use in order to reduce noise spill over into the neighborhood. Most of the triangular properties can retain yard space, with shallow townhouses lining the alley and side streets.

#### Neighborhood Sleeves

To create a better interface between Gateway retail and surrounding neighborhoods, buildings should provide active facades along side streets. In an ideal condition, the redevelopment of an entire block face would consolidate parking in the mid-block and face buildings towards side streets (See Fig. 55). Doing so simplifies parking access, provides more parking spaces, and creates a more pleasant retail experience. Presently, facing buildings onto Woodward creates an awkward parking condition, poor pedestrian experience, and dangerous parking access from Woodward.

Each residential street in the Kenning and Pierce neighborhoods terminates on Woodward. Currently, the last 150 feet or more of each residential street is presented with surface parking, an unattractive alley, and typically a long blank wall along the side of buildings that face Woodward. For the neighborhood this is a poor experience by car, and especially walking. Potential exists to face storefronts onto side streets rather than Woodward, like the condition depicted along Benneville (See Fig. 54). If this building were a cafe, it could have a pleasant outdoor patio nearby neighbors might frequent.

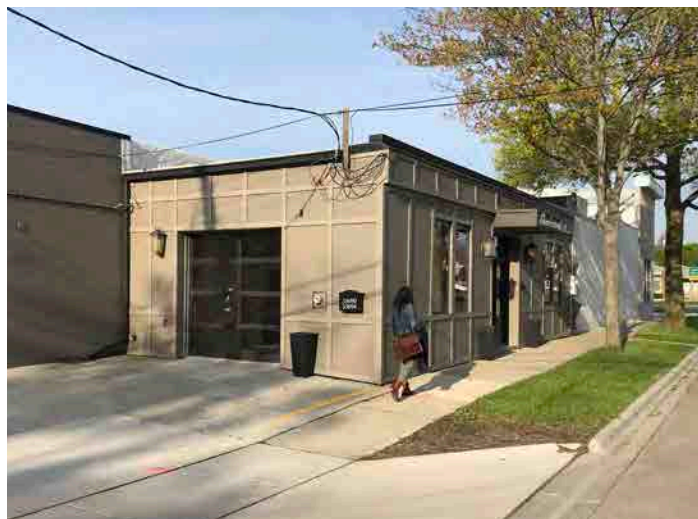


Figure 54. Building with potential for sleeve activation.

# Ch 4. Support Mixed-use Districts

## Adopt a South Woodward Gateway Plan



Figure 55. Neighborhood Sleeve configuration which creates small neighborhood-focused nodes along side streets.

If most buildings faced businesses onto the neighborhood streets rather than Woodward, the end of each street would become a small neighborhood main street with a handful of shops. These Neighborhood Sleeves would benefit neighborhood residents and provide a superior pedestrian experience over Woodward. Limited in size, each Neighborhood Sleeve would create minimal traffic, and further they would encourage neighborhood residents to walk or bike.

The 2013 Southern Gateway Urban Design Plan includes two recommendations for reducing traffic speed into neighborhoods. These options - angled parking with bump-outs entering the neighborhood, or parallel parking with chicanes entering the neighborhood - perfectly support Neighborhood Sleeves and pedestrianized alleys.

In a full redevelopment scenario, new buildings could accommodate housing above. Due to the street geometries, buildings could also include a mix of larger and smaller spaces. Should development demand be sufficient, a single parking deck would fit mid-block, allowing for two stories of housing above shops. Where full redevelopment does not occur, corner properties along the side streets should face onto those streets with active storefronts. Each piece of the Gateway concept - alleys, alley housing, parking consolidation, and sleeves - could develop independently.

### MASTER PLAN ACTIONS

1. Create a Woodward Gateways Plan to comprehensively address the three gateway areas along Woodward, including revisiting and adopting plan components for the South Woodward Gateway Plan and consideration for Neighborhood Sleeves, shared-use alleys, and redevelopment of the triangular parking lots.
2. Update the zoning code, including:
  - a. Incentivize South Woodward Gateway redevelopment through increased zoning capacity, permitting housing, and reduced parking requirements.
  - b. Establish zoning standards to enable Neighborhood Sleeves. This may be done by requiring storefronts along neighborhood streets and other strategies.
  - c. Establish zoning standards to enable shared-use alleys. This may be done by requiring storefronts at entries along the alley and permitting redevelopment of the triangular parking lots.



## Ch 4. Support Mixed-use Districts

### Create a North Woodward Gateway Plan

#### Create a North Woodward Gateway Plan

Both the North and South Woodward Gateways are important opportunities to showcase Birmingham's character, and play an important role in calming speedy traffic entering the city. While speeding is prevalent everywhere on Woodward, it is especially important to address southbound traffic due to the highway-like conditions north of Birmingham. The North Woodward Gateway provides a significant opportunity to improve safety, reduce noise, and change the perception of entering Birmingham.

Key to this transformation is the northern intersection with Old Woodward. The triangular green provides a perfect terminated and deflected vista for southbound drivers. Today, drivers are greeted by a gas station. This should be a grand entry to Birmingham with impressive and tall civic art or a signature gateway building. In fact the entire, privately owned, triangular property from Oak Ave to the point should be the most impressive structure in the City. Short of transformation, every effort should be made to announce Birmingham's character and the entry to its' Downtown at this location.

Leading to the Old Woodward intersection, streetscape improvements, traffic calming, and frontage improvements should be studied. With consideration for lane reduction, such as in the South Gateway, a multi-way boulevard section could come to life between Quarton and Old Woodward. Significant transformation is possible by continuing the slip lane along Colonial Court Terraces to Quarton and Old Woodward, removing the outer travel lane for further landscaping, and accommodating bicycles and parking within the slip lane. The opposite side, however, is complicated by a mixed jurisdiction, with Birmingham controlling only half of the road's edge.

Certainly other opportunities exist to improve the entrance character and slow traffic. Like the South Woodward Gateway, the North Woodward Gateway needs an urban design plan. Ahead of a full gateway plan, additional canopy trees should be added to the Woodward median throughout the city.

#### MASTER PLAN ACTIONS

1. Create a Woodward Safety and Beautification Plan, including a full and consistent tree canopy along the Woodward median throughout Birmingham.
2. Create a Woodward Gateways Plan to comprehensively address the three gateway areas along Woodward, including a North Woodward Gateway Urban Design Plan to improve safety, reduce noise, improve the appearance of the northern approach, slow traffic entering the city, and improve the Old Woodward entrance as a gateway to Birmingham.

#### Keep it Loose in the Rail District

The Rail District is divided between what has been envisioned for its future and the utility that it currently provides. This is a place of experimentation for Birmingham businesses, and has been for some time. Traces of former rail spurs from the Grand Trunk Railroad are evident in odd property divisions, fence lines, and paths of unkempt foliage.

The district's northern edge, at the top of South Eton Rd., has been capped by an upscale restaurant housed in the City's former passenger rail station, now closed. From nearby parking lots, the City's Whole Foods and large scale commercial in Troy is visible just over the tracks, yet inaccessible. Just below this, the District Lofts illustrate a future vision that is formal and neat (See Fig. 56). Along with the adjacent Iron Gate to the south, the area includes some of the City's most contemporary multi-family offerings. Just east of Iron Gate, also part of the 1999 Eton Road Corridor Plan, is an experiment in live-work units that create a tight urban street grid open for future connections to neighboring properties. The Griffin Claw brewery is next southbound on Eton, a substantial micro brewery with an informal brewpub and outdoor beer garden, especially popular with young families. Next to this, tucked far back from Eton is the Robot Garage, a wonderland of toys and classes for creativity in making, from legos to art to robotics. Auto service, a lumber yard, and the City's Public Services Department follow old lines of rail spurs.

The Lower Rail District, south of Palmer Street (See Fig. 58), consists of small, mostly single-story warehouse buildings occupied with varied businesses including yoga, co-working, dog daycare, art, dance, auto body shops, and more. These are arranged haphazardly among small parking areas, charming in a way that is certainly not suburban. Only the degraded character of the street and lack of trees detract from the area's charm. The southern end of the district is capped by Kenning Park with the City's Ice Rink and skate park, along with a new and quite urban senior retirement development.

The Rail District has no single character but overall it has an intimate charm. Other parts of the City are increasing their refinement, and many lament the loss of the City's artistic and entrepreneurial roots. Yet this is alive in the Rail District.

Plans and zoning for the Rail District point to a heavily urbanized future. A 2017 Ad-hoc Committee report for the Rail District estimated the zoned potential that could be built on properties likely to redevelop in the near future could increase intensity 10-fold, albeit unlikely. Due to the significant disparity between the district's long-term future and the functional and desirable near-term conditions, policies and improvements should permit the district's current condition and success to continue in the near-term.

# Ch 4. Support Mixed-use Districts

## Keep it Loose in the Rail District

### Near-term Conditions

Many existing buildings within the Lower Rail District are legally non-conforming, disincentivizing investment in existing buildings and continuation of the present condition, yet they provide incubator space for businesses at a much lower cost than Downtown (See Fig. 57). The current code applies standards that are appropriate to create pedestrian-oriented streets but are burdensome to existing uses. In the near-term, the Lower Rail District should remain informal and somewhat experimental. This character should be encouraged through zoning, development review, and in the public realm.

Zoning need only be slightly adjusted. These adjustments are the type appropriate for an overlay district which applies only to the Lower Rail District. The overlay should consider allowing the following when existing buildings are improved or expanded, or when new single-story buildings are built:

- Parking may remain between buildings and front lot lines if it already exists.
- Buildings may retain their present setback when renovated, expanded, or reconstructed.
- Parking lots of 70 feet wide or less may be exempted from required trees and landscaping.
- Screening may not be required except along lot lines facing Eton Street.

Development review should allow the unique nature of the district to continue when single story structures are improved



Figure 56. The District Lofts preview the Rail District's urban future.

or expanded, or when new single-story buildings are built, including wall cladding, murals, awnings and canopies, adaptive reuse of paved areas, and a shared-use street.

To support the district's current character and prepare for the future, streetscape improvements should be pursued which work for both near and long-term. While mentioned in a number of existing contexts in other districts, shared-use streets are ideal for implementation along Cole and Commerce Streets, and Lincoln to the East of Eton. For the current condition, shared-use formalizes the situation that has occurred organically over time, and provides greater importance to pedestrians and cyclists. In the long-term condition, it helps to retain the character of the district, with greater use of shared-use streets than other places in the City.



Figure 57. Current conditions in the Lower Rail District.



## Ch 4. Support Mixed-use Districts

Keep it Loose in the Rail District

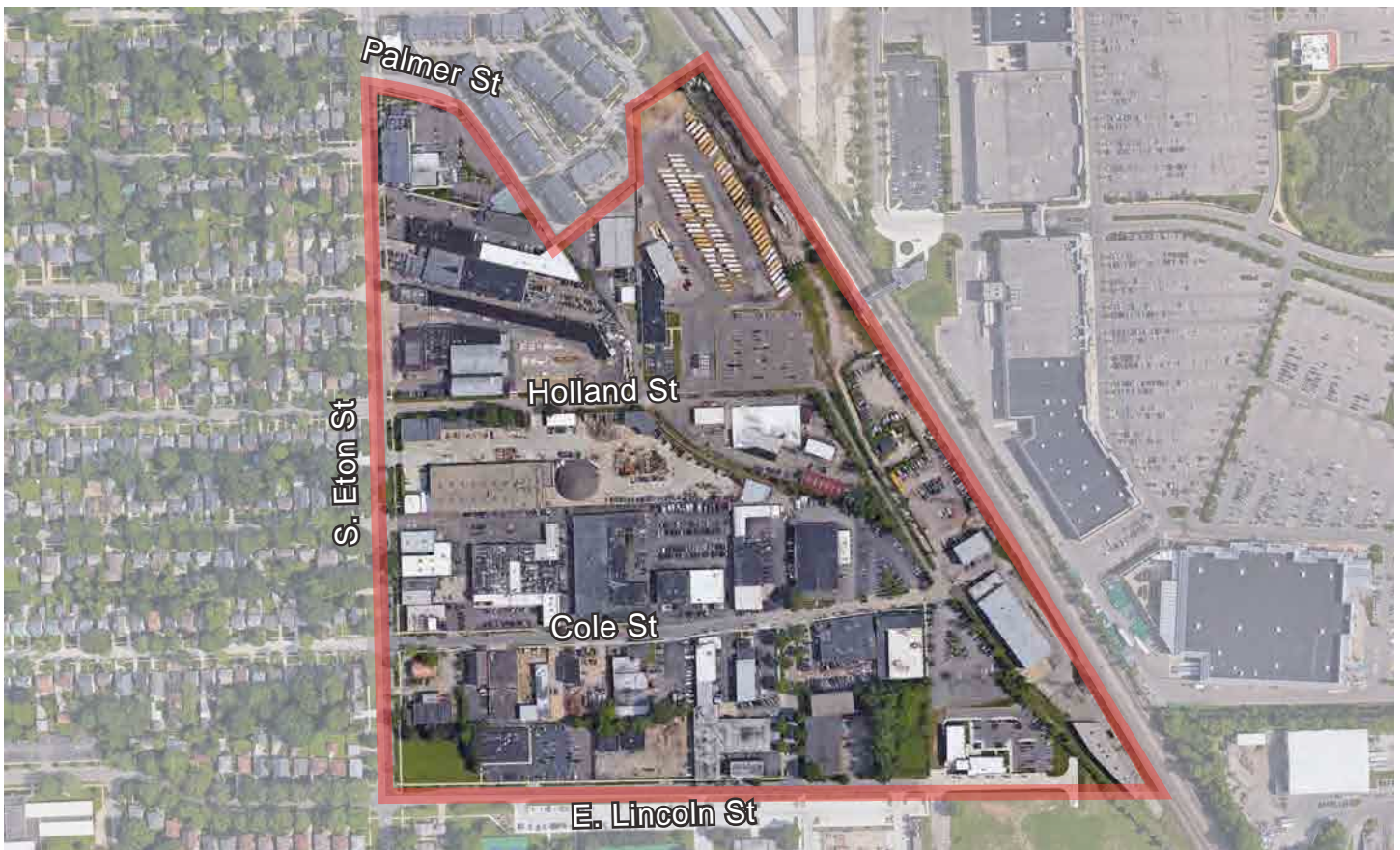


Figure 58. The Lower Rail District.

### Long-term Conditions

Many of the City's district-specific plans have become long-range, with investment remaining focused Downtown. Beyond the clear draw of Downtown's reputation, building there removes a \$50,000 per car obligation from developers. Both the Triangle and Rail Districts suffer from lot patterns that are generally small and include a number of oddly shaped properties. Redeveloping these properties at a high capacity doesn't work when parking must be accommodated. Like the Triangle District, the Rail District needs public parking capacity and the ability to use that capacity in lieu of providing parking in mixed-use development projects. Conveniently, the City already owns property in the rail district. Most notably, the Public Services Department site is well located to provide parking access to Cole Street. Uses on site are necessary for maintenance of the City, and there are few places to relocate those uses. Even remaining on site, the DPS building is approximately the size of a parking structure, and may be part of a redevelopment plan to accommodate both. Additionally, the School District's underutilized bus lot can easily accommodate structured parking. These are options to be weighed in service of unlocking the area's development potential.

Before the district begins to see more intense development,

its standards should be revisited. There are a number of ways that the MX standards differ from the Downtown Overlay standard, despite having similar desired physical outcomes. As discussed previously, zoning districts across the City that are similar in their desired outcome should be consolidated. If not consolidated with Downtown and Triangle District zones, the MX zone should be carefully analyzed. A quick reading of zone standards passes muster, however some details have potential negative consequences. For instance, the zone has tree requirements tied to the number of residential units; because this doesn't account for potentially high lot coverage on these small properties, this is a barrier to development, disincentivizing new housing.

Connectivity is the most significant limitation to the Rail District. The Grand Trunk Railroad limits all modes of connectivity, with crossings only at Maple and 14 Mile, of which the Maple crossing is in poor condition. Additional rail crossings should be studied, mainly for pedestrian and bicycle movement. A vehicular bridge would be logical at Lincoln, like the Derby bridge, though difficult to achieve due to existing buildings. In the further future, with significant development in the Rail District, further connections will be necessary. Every effort should be made to avoid increased car trips from new development, providing extensive pedestrian, bicycle,

# Ch 4. Support Mixed-use Districts

## Keep it Loose in the Rail District

and transit infrastructure instead. Today, right-of-way and access should be reserved to connect Lincoln with Lewis Street, also connecting to Cole and Holland. Additionally the contemplated greenway along the railroad should be pursued for bicycle and pedestrian connectivity.

Over Birmingham's long history, the railroad connection to Detroit has been an important asset. In recent decades, disinvestment in rail and investment in automobiles has reduced the role of rail travel. However, this trend is slowly changing across the country. Into the future, rail's comeback is projected to continue. Looking forward a few decades, rail access in the Rail District can be a significant economic driver. The City needs to secure a long-term connection to the Troy Transit Center and consider the redevelopment potential this may bring to the district in the future.

3. Study shared-use streets, including a shared-use street section along Cole and Commerce Streets.
4. Create a Mixed-use Districts Parking Plan, including study of DPZ building redevelopment to occupy a portion of a public parking facility in its place.
5. Update the Parks & Recreation Master Plan, including constructing the contemplated linear park and trail along the railroad.

### MASTER PLAN ACTIONS

1. Update the zoning code, including:
  - a. Develop an Overlay Zoning District for the Lower Rail District that permits the existing, but somewhat improved condition to persist for the area south of Palmer Street.
  - b. Modify the MX District to enable the urban development envisioned for the Rail District, consider the following:
    - i. Exempt LA-01 (E) and (F), as is true in Downtown, or at a minimum that plantings in the MX District are only required within the streetscape and within open areas of the property, not based on a minimum number of trees per residential unit.
    - ii. MX District zoning should be carefully analyzed by contracting multiple architects to complete preliminary building designs for mixed-use buildings on existing sites, small and large, with and without on-site parking, attempting to achieve capacity. The architects should be requested to discuss and present challenges and constraints that are faced in the process. Some challenges require testing to uncover.
2. Update the 1999 Eton Road Corridor Plan, including:
  - a. Increase connectivity for pedestrians, bikes, and cars for the area south of Hazel Street, including future rail crossings.
  - b. Provide access to the Troy Transit Center and consider the development of surrounding properties, including the School District bus parking lot and the DPS facility.

## Ch 5. Advance Sustainability Practices

# Ch 5. Advance Sustainability Practices

## Create a Sustainability and Climate Action Plan

### Create a Sustainability and Climate Action Plan

To focus on sustainability and the future climate of Birmingham, the city should create a Sustainability and Climate Action Plan. Many of the key actions are embedded in land use and mobility aspects of this plan, inherent in the historic pattern of the city, and in the contents of this chapter. Together, sustainability and climate actions should be integrated in a targeted plan. Doing so solidifies the city's commitment to sustainability and helps drive future decision making. Addressing present and future sustainability also requires consistent and ongoing focus. In order to address not only an action plan, but ongoing evaluation of climate conditions and emerging practices and technologies, a Sustainability Board should be established. This board should be tasked with leading the action plan, keeping the city accountable for its' implementation, and making regular updates to the plan and other policies as conditions change, improvements are made, and new approaches and technologies emerge. Birmingham will not be the first in the region to adopt such a plan, Royal Oak adopted theirs in 2022. However, Birmingham can help expand regional cooperation in climate action among surrounding communities and the Southeast Michigan Council of Governments (SEMCOG). Like the regional transportation issues that impact Birmingham, climate issues are interrelated throughout the region. The Sustainability Board should interface with neighbors and SEMCOG, support regional programs, and provide a model for other municipalities to emulate.

#### MASTER PLAN ACTIONS

1. Establish a Sustainability Board to oversee the sustainability-related recommendations of this plan and other future sustainability initiatives.
2. Create a Sustainability and Climate Action Plan, including:
  - a. Reducing environmental impacts of municipal operations.
  - b. Incentivizing green building standards, renewable energy, and green landscaping.
  - c. Expanding recycling and composting.
  - d. Implementing green stormwater practices in streets and parks.
  - e. Support Rouge River Natural Area improvements.
  - f. Implement other sustainability focused recommendations of this plan.
  - g. Increase inter-governmental cooperation around sustainability initiatives.

### Reduce the Impacts of Municipal Operations

Concerning sustainability, the City should lead by example. Municipal buildings and operational choices should align with environmental goals. New buildings should meet LEED standards, as addressed in the following section. Recycling should be a focus within and around municipal properties. Plastic and styrofoam bottles and containers should not be purchased by the City. Municipal fleet fuel efficiency standards should be increased and the fleet converted to Electric Vehicles. Staff may be incentivized to commute to work by bike, public transit, or carpooling. And the City may require its contractors to adopt similar policies. These actions, and the identification of other sustainability goals, should be the focus of a sustainability action plan.

#### MASTER PLAN ACTIONS

1. Create a Sustainability and Climate Action Plan, including:
  - a. Establish policies for the sourcing of office supplies and materials, and supplies used in meetings and other public events.
  - b. Study sustainability opportunities in Parks and Recreation, such as pollinator gardens, solar panel pavilions, plant species, tree canopy, landscape maintenance processes, and environmental regulations.
  - c. Migrate the city's vehicle fleet to electric vehicles.
  - d. Locate Electric Vehicle charging stations at public garages, public parking lots, and on-street in Mixed-use Districts.
  - e. Establish policies for municipal buildings, following the green buildings discussion in the next section.

### Require Green Building in New Construction

Elsewhere in the country, building energy use and production is moving slowly towards carbon neutrality, with some states far ahead of others. Michigan has residential and commercial energy codes which comply with federal mandates, yet leave room for improvement. Detroit and Grand Rapids have adopted 2030 Districts with goals of reaching net zero energy usage by 2050. With a significant amount of new construction in Birmingham, there is room to incentivize movement towards net zero and use of LEED standards.



# Ch 5. Advance Sustainability Practices

## Expand Recycling and Composting

### MASTER PLAN ACTIONS

1. Create a Sustainability and Climate Action Plan, including:
  - a. Establish green building policies, such as adherence to LEED standards within the City's mixed-use districts and municipal buildings and increasing energy standards for new residential construction above those of the state energy code, ideally implementing 2030 District goals.

## Expand Recycling and Composting

Recycling and composting have been targets of recent policies across the country, aimed at reducing the use of plastics and styrofoam, and reduce the volume of compostable waste in landfills. For residences, recycling programs have been available for some time, but municipal compost has not. Currently yard waste compost is collected in the fall, which may be able to expand to food scraps, especially important for restaurant and grocery store waste. Composting potential should be investigated. Concerning normal recycling, commercial standards should be considered along with a greater number of recycling bins in City parks and public spaces. Many area businesses use plastic utensils and styrofoam carryout, along with plastic bags. All of these could be reduced or eliminated either through ordinance or through a Birmingham Shopping District program.

### MASTER PLAN ACTIONS

1. Create a Sustainability and Climate Action Plan, including:
  - a. Study food waste compost service for homes and businesses.
  - b. Increase the availability of recycling bins in public spaces like parks, public buildings, and along streets with high pedestrian traffic.
  - c. Study reduced plastics and styrofoam policies for Birmingham businesses.

## Install Green Stormwater Infrastructure in Neighborhood Streets and Parks

Water quality management has undergone significant improvements in recent years. Birmingham regularly experiences flooding and is situated along a sensitive natural river system. Untreated runoff threatens the Rouge River natural system and damages private properties. Streetside landscape areas, City parks, and other City properties are clear opportunities to provide stormwater solutions, and are plentiful. To address this issue, a new plan should be created which evaluates the issues and problem areas, emerging best practices, and establishes a strategy to implement green infrastructure across the city. In 2008, the Southeast Michigan Council of Governments (SEMCOG) developed a Low Impact Development Best Practices manual for metro-Detroit communities. This comprehensive manual should act as an important resource for Birmingham's own green infrastructure development moving forward.

### MASTER PLAN ACTIONS

1. Create a Green Infrastructure Plan establishing strategies, design standards, and locations in streets, parks, and other City properties with locating streetside areas where stormwater can be cleaned and retained through bioswales and other means, particularly in areas experiencing flooding.



Figure 60. A segment of the Rouge trail.

# Ch 5. Advance Sustainability Practices

## Improve the Rouge River Natural Area

### Improve the Rouge River Natural Area

The Rouge River natural area has been recognized as an important amenity by the city and Oakland County since the 1920s, part of a planned but not fully executed regional park system. The park area is a unique asset including diverse wildlife habitats and ecosystems, wooded uplands, prairies, and wetlands. The Rouge borders eight neighborhoods as well as Downtown. Approximately 48% of Birmingham's residents and over 11,000 employees are within a five-minute walk of the Rouge. A midday walk in the summertime along the Rouge trail includes workers, joggers, families, and diverse wildlife. Many people use the park, and recent studies have shown that access to trees, wildlife, and naturalistic settings is important for mental health.

However, the Rouge River natural areas require better management, maintenance, and accommodations for the diverse set of users who value it. The park's natural ecosystem is challenged by invasive plant species, minimal forest management, degraded bank conditions, landscape chemical runoff, and roadway storm-water runoff. Active management of the area is needed, along with stormwater management interventions to clean water before it enters the Rouge.

The Rouge's relatively flat topography is ideal for pedestrians and cyclists of all ability levels (See Fig. 60 & 61). However the condition of trails and access severely limit its use. The wood chip and crushed-stone hiking trails are unstable surfaces and sections of the existing Rouge trail traverse steep grades or waterlogged soils. In fact, the Rouge hiking trail is often entirely unusable during heavy rain or freezing conditions. Where the river comes close to property lines,

the trail often becomes steep and difficult to traverse. A properly designed, paved walkway could provide an easy alternative to West Maple's steep hill between Baldwin and Southfield Road, as well as link Linden, Seaholm, Quarton and Beverly Hills residents directly to Booth Park. And due to the trail's trajectory, much of the park is completely inaccessible. Additionally, many of the trail heads are unmarked and hidden. The river trail is of both community-wide and regional importance. Access and accommodations are necessary for the health of all Birmingham residents.

Many sections of the Rouge trail and trail heads lack benches, bicycle racks, lighting, way-finding maps, educational placards, and other basic amenities. Benches are convenient for the enjoyment of the natural area, but also for many older adults who need places to rest along long walks. Lighting and forest management are important for security. Regular surveillance of the trail is difficult for the police and public due to insufficient access, and emergency response vehicles have limited or no access to many segments of the trail.

The needs of pedestrians and cyclists are often aligned, but in the natural areas, multiple facilities are merited. By adding trails along with pedestrian and bike bridges at key locations, much more of the natural area would become accessible, and the trail system would be able to avoid steep areas if it crossed the river more frequently. Opening up access to the far side of the river would allow for a paved pedestrian and bicycle trail, along with a smaller pedestrian walkway that may be more naturalistic in design and access the river more intimately. Care is needed in designing upgraded trails. The design of trails should endeavor to remain as narrow as practical for the effective use of the facility, in order to minimize the visual and actual impact on the natural area.



Figure 61. A segment of the Rouge trail.

Along with amenities and trails, the natural area requires active management and targeted improvements. In many instances, the banks and slopes have been stabilized in a way that intrudes upon the ecosystem, clearing segments of plants and interrupting wildlife access. In others, the banks are not stabilized at all. Along with the edge conditions, plant species and tree health need monitoring and management. Natural areas at the urban interface cannot simply be left to chance.



# Ch 5. Advance Sustainability Practices

## Implement Plan Actions Supporting Sustainability

### MASTER PLAN ACTIONS

1. Develop and implement a trails and access master plan to improve the Rouge River trails and trail heads. The plan should consider:
  - a. Installing pedestrian linkages to the park's surrounding neighborhoods and commercial districts, including to Quarton Road.
  - b. Securing easements of additional key properties to expand the park area and improve its walkability, for complete ecological restoration, and universal accessibility.
  - c. Coordinating with Bloomfield and Beverly Hills to expand trail access and connections.
  - d. Installing an environmentally sensitive, hard-surfaced pathway for pedestrians and cyclists along the Rouge River.
  - e. Expanding the extent of the trail system, crossing the river at more locations to access large portions of the natural area currently cut off.
  - f. Installing bridges, ramps, and other enhancements to enable access by all ages and abilities.
  - g. Installing other amenities such as bicycle racks, lighting, markers, seating, and signage at trail heads, and seating, markers, and interpretive features throughout the trail system.
2. Develop and implement a restoration master plan to restore the Rouge River ecosystem to its natural and sustainable conditions. The plan should consider:
  - a. Retaining environmental scientists to inventory and analyze the Rouge corridor's wildlife, ecology, natural systems, and pollution sources.
  - b. Establishing a phased enhancement time frame to stabilize riverbanks, remove invasive species, reintroduce native ground covers, wildflowers, under-story, and canopy tree species.
  - c. Identifying and mitigating potential pollution or chemical sources, including the existing Springdale snow storage dumping area.
3. Establish a "Friends of the Rouge" foundation to oversee, build support, and raise funding for the park's enhancements. Consider securing corporate or philanthropic funding in exchange for special recognition.
4. Provide funding for city staff and resources to permanently preserve and manage the Rouge ecosystem.
5. As part of a zoning code overlay, implement policy to ensure that private property construction, fencing, landscaping, lighting, etc., are compatible with the park's ecology, its restoration master plan, and overall public welfare.

### Implement Plan Actions Supporting Sustainability

Many of the plan goals and actions addressed in previous chapters implement public health and environmental sustainability goals. They specifically advance sustainability practices in Birmingham and should be implemented with sustainability in mind. These elements may be included within the Sustainability and Climate Action Plan, or otherwise overseen by the Sustainability Board to ensure the city continues in to implement upon their climate goals.

Other sustainability actions include:

- Preserving, enhancing, and diversifying the city's tree canopy in streets and open spaces.
- Infill housing in Mixed-use Districts result in households which on average drive less, use less overall energy in heating and cooling, and use practically no water and fertilizer in landscape maintenance.
- Neighborhood destinations reduce vehicle trips by providing destinations near homes.
- Bicycle and pedestrian multi-modal improvements, and support for neighborhood destinations encourage exercise and more trips taken by foot or bike rather than by car, including public transit improvements.
- Support for the Farmer's Market increases connections to food growing, healthy consumption, and food education.
- Connecting to the Troy Transit Center provides future alternatives to driving.





## **MEMORANDUM**

Human Resources

**DATE:** September 28, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Joseph Lambert, HR Manager

**SUBJECT:** City Manager Recruitment Search

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### **INTRODUCTION:**

With City Manager Thomas Markus anticipating retirement in the summer of 2023, a new recruitment has been prepared to allow for a transitional period in which a new City Manager can be appointed.

### **BACKGROUND:**

The City of Birmingham City Commission has elected to have City Manager Markus conduct the recruitment process for the next City Manager. With an anticipated posting date of October 25, 2022, and a closing date of December 2<sup>nd</sup>, this will allow for overlap and training support prior to the City Manager's anticipated retirement in late June 2023.

### **LEGAL REVIEW:**

The City Attorney has no concerns with the suggested commission action.

### **FISCAL IMPACT:**

No fiscal impact anticipated beyond the standard costs for a broad recruitment.

### **PUBLIC COMMUNICATION:**

No public hearings or legal notifications are required at this stage.

### **SUMMARY:**

The City Manager and HR Department have prepared the attached recruitment profile and timeline for the City Commission's consideration.

### **ATTACHMENTS:**

- City Manager Recruitment Profile
- City Manager Recruitment Timeline

### **SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to direct City Manager Markus to conduct a formal recruitment for the City Manager position using the attached recruitment profile.



## CITY MANAGER EXECUTIVE RECRUITMENT



"On behalf of the City of Birmingham and City Commission, we welcome your interest in joining our team. Birmingham is a vibrant community with a historic and prosperous downtown. The city is unique and affluent, with charming tree-lined neighborhoods. Our walkable downtown boasts a diverse assortment of retailers and restaurants, with movie theatres and a centrally located park completing the city center. With so much to offer, Birmingham is an ideal place to live, work and play."

Mayor Therese Longe





# THE COMMUNITY

The City of Birmingham is located roughly halfway between the cities of Detroit and Pontiac, in Southeast Michigan. Birmingham is a vibrant community with a historic downtown dating back to the 1830's. The city is rated as one of the "Top 20 Most Walkable Communities" with a downtown featuring shops, restaurants, salons, spas, art galleries, home furnishings, antique dealers and clothiers.

Birmingham maintains the feel of a small town, while experiencing the benefits of an affluent urban area. The city is home to two top-rated municipal nine-hole golf courses, a picturesque trail system, a dog park, a newly renovated indoor ice arena and beautiful award-winning parks. Housing is primarily single-family homes of exceptional value with condos, townhomes and lofts throughout the downtown and rail district areas.

Education is highly valued. The schools, both public and private, offer a tradition of academic excellence that consistently rank them as some of the finest schools in the country.





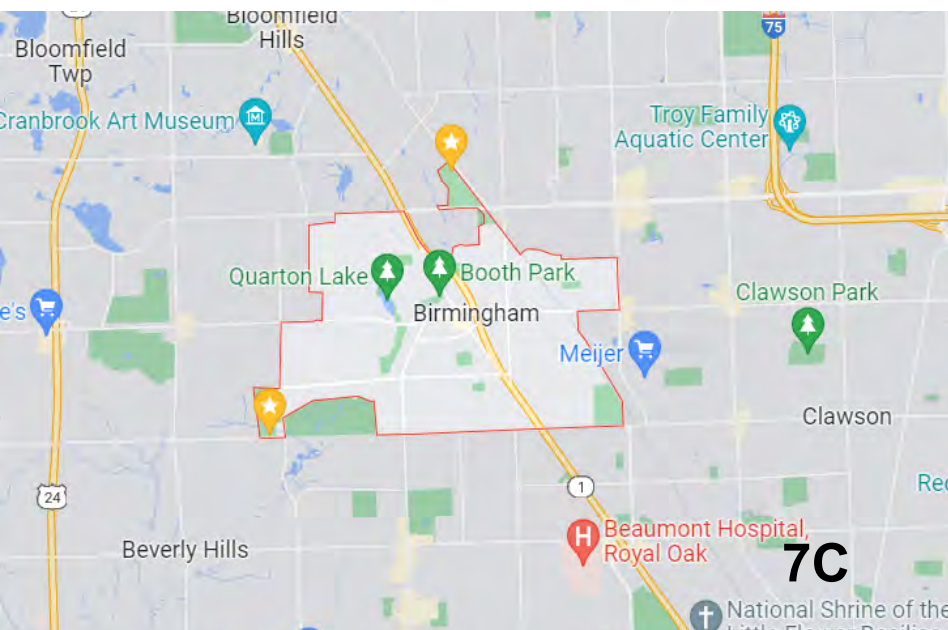
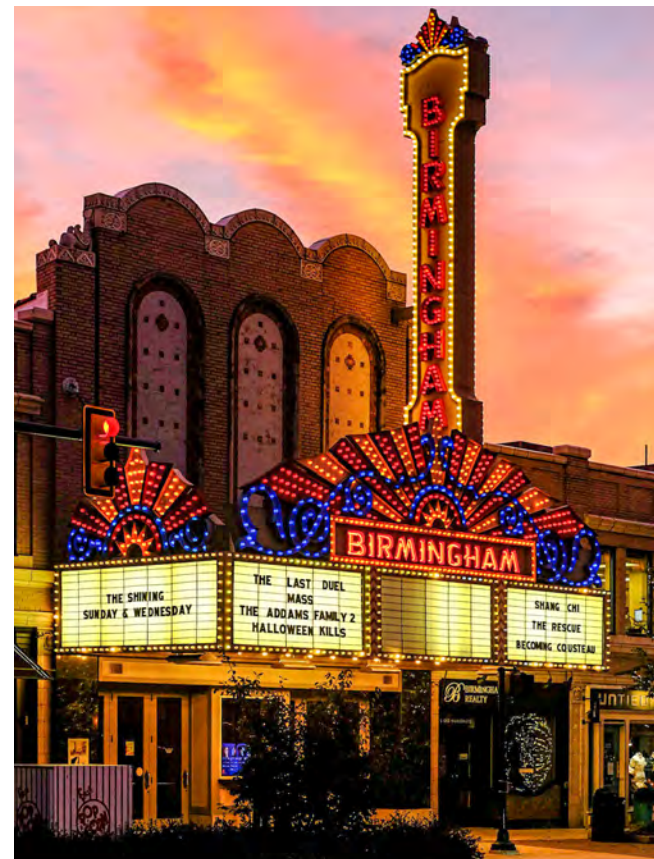


## QUICK FACTS

Population: 21,813  
 Square Miles: 4.73  
 Median Home Value: \$538,900  
 Median Household Income: \$126,601

Birmingham City Hall  
 151 Martin Street  
 Birmingham, MI 48009  
[www.bhamgov.org](http://www.bhamgov.org)

Staffing  
 175+ Full-Time Employees  
 100+ Part-Time Employees







# WELCOME

## About the Department

Following the traditional Council/Manager form of government, the City Manager is appointed by and reports directly to the City Commission. Acting as the chief administrative officer, the City Manager supervises all aspects of City operations on a day to day basis.

The current City Manager is planning for a phased transition into retirement. Depending on the selected candidate's start date, a period of overlap should provide an opportunity for the current City Manager to share his institutional knowledge of the City Government.

## Opportunities

The future City Manager of Birmingham will have an opportunity to work on downtown infrastructure projects, strategic planning, unimproved streets, senior services, sustainability initiatives and more.

The City is currently developing a Strategic Plan which will help guide the new City Manager in project priorities.







# THE IDEAL CANDIDATE

The City of Birmingham's ideal candidate for City Manager will embody a fully qualified professional with a dedicated alignment toward public service, as well as demonstrate a strong ability to:

- Regularly correspond with elected officials
- Positively represent Birmingham and its interests
- Adhere to a very high standard of ethics and integrity
- Utilize strong and concise communication skills
- Act flexibly and adaptively to multiple responsibilities
- Maintain up-to-date knowledge of municipal legislation
- Guide staff on all matters related to public service
- Remain politically unbiased but firm on City positions
- Motivate staff while guiding future development
- Consistently drive well-planned results on projects
- Obtain a top-down understanding of all City functions







# QUALIFICATIONS

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- Possession of a Bachelor's Degree in Public or Business Administration, or a closely related field.
- Possession of a Master's Degree is preferred.
- Minimum of 8 years of progressively responsible executive management experience, with at least 5 years of responsible experience as a municipal Department Director.
- Experience as an Assistant City Manager preferred.
- Knowledge of various municipal government functions including public safety, financial management, community development, engineering, municipal parking, public works, economic development, civic engagement, etc.
- Ability to work evening and weekend hours as City activities require.

*The City of Birmingham is an Equal Opportunity Employer seeking qualified applicants, without regard to race or other protected status.*

*The City expects that both internal and external candidates will compete for the City Manager position.*







## SALARY & BENEFITS

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Salary range of \$140,000 - \$160,000 DOQ, with an attractive benefits package, including:

- o Medical, dental, vision, and life insurance
- o Paid time off
- o 401(a) defined contribution retirement package
- o Retiree Health Savings plan
- o Voluntary 457 Retirement plan
- o Short/Long-Term disability
- o College tuition reimbursement
- o Flexible Spending Account

## APPLY

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Applications for the Birmingham City Manager position are due by 4:00 p.m. on December 2, 2022. Submit your application at [www.bhamgov.org/jobs](http://www.bhamgov.org/jobs). Candidates selected for an interview will be required to appear in person or via Zoom before the Birmingham City Commission.





# SEASONS OF BIRMINGHAM







**APPLY TODAY!**

*Submit your application at:*

[www.bhamgov.org/jobs](http://www.bhamgov.org/jobs)





## City Manager Recruitment Timeline

- ❖ **May 9, 2022** – Resolution by City Commission directing City Manager to engage in a City Manager selection process.
- ❖ **September 2022** – City Commission review of position profile / recruitment profile developed by the Human Resources department.
- ❖ **October 25, 2022** – External recruitment profile is published to ICMA, MML, and other external locations with a *link to view full recruitment profile*. City Manager and HR Director initiate recruitment activities with potential candidates.
- ❖ **December 2, 2022** – Posting closes, and application review to select qualified candidates for interview with the City Commission begins.
- ❖ **December 2022** - Staff review of applications completed, with an anticipated 5-7 selected finalists presented to the City Commission.
- ❖ **January 2023** – City Commission conducts a public meet and greet with the finalists, along with a tour of facilities, as well as a formal employment interview.
- ❖ **February 2023**
  - Commission holds 2nd round of interviews (if applicable)
  - Commission selects a candidate for hire
  - Negotiation of a contract with candidate
  - Extension of a conditional offer of employment
  - Public meet & greet with new City Manager
- ❖ **February - March 2023** – New City Manager appointed at Commission Meeting. New City Manager to begin 7/1/2023 or sooner, if an overlap/transition is determined to be beneficial.



## MEMORANDUM

Legal Department

**DATE:** October 3, 2022

**TO:** Thomas M. Markus, City Manager and City Commission

**FROM:** Mary M. Kucharek

**SUBJECT:** Request for Closed Session Under MCL § 15.268 Sec. 8(e) and MCL § 15.268 Sec. 8(h) of the Open Meetings Act

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### INTRODUCTION:

- This matter concerns one (1) issues: 1) pending litigation entitled *John Reinhart, et al v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG*;

### BACKGROUND:

- As the City Commission is aware, John Reinhart, Managing Partner of the 555 Building, has complained of the parking situation and changes to the SMART Bus route in connection with the Phase 3 Old Woodward Project. As a result, he is now claiming to be one (1) of three (3) plaintiffs alleging they are "handicapped," and as a result has filed suit in the U.S. District Court. I am requesting closed session on October 3, 2022, pursuant to MCL § 15.268 Sec. 8(e) to discuss pending litigation.

### LEGAL REVIEW:

- I am requesting closed session on October 3, 2022, pursuant to MCL § 15.268 Sec. 8(e) to discuss one (1) pending litigation.

### FISCAL IMPACT:

- To be discussed in closed session.

ATTACHMENTS:

- Open Meetings Act (Excerpt) Act 267 of 1976, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(e).

SUGGESTED COMMISSION ACTION:

- Make a motion to meet in closed session to discuss pending litigation pursuant to MCL § 15.268 Sec. 8(e) of the Open Meetings Act regarding *John Reinhart, et al the v City of Birmingham; U.S. District Court Case No.: 2:22-cv-11074-MAG-DRG*.

and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

(2) A separate set of minutes shall be taken by the clerk or the designated secretary of the public body at the closed session. These minutes shall be retained by the clerk of the public body, are not available to the public, and shall only be disclosed if required by a civil action filed under section 10, 11, or 13. These minutes may be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the closed session was approved.

**History:** 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996.

#### **15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.**

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(i) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(i) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(ii) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

8 September 2022

To Birmingham Board members:

It has come to the attention of the residents on Fairway Drive between Pleasant and Arden Lane that our street has been elevated to Priority One status for sidewalk installation.

This is not the first time this issue has been addressed and **REJECTED** by the majority of residents on Fairway, most recently in 2017, when a very small group of parents attempted to garner enough signatures on a petition to start the process. When that failed they then attempted to obtain a grant to pay for them.

**NOW this sidewalk issue is at the forefront again, though disguised as a change in street designation.**

As a large group of opposed residents, we have several questions and concerns that we would like to have addressed at the outset:

1. How did Fairway become a Priority One street? We would like copies of the meeting minutes when this was discussed and decided without discussion with the residents involved.
2. Why is Fairway **NOT** considered a Gap Street, as it has partial sidewalks? We believe our street should remain its current designation.
3. In 2017, a strong petition was circulated among the residents and presented to the Board opposing the construction of sidewalks on Fairway. Is the petition process the same as it was in 2017 when this issue was brought up? In other words, is a petition still required?

Residents are opposed to sidewalks on Fairway for a variety of reasons, in no particular order:

Cost of sidewalk

Loss of green space

Loss of driveway use

Cost to repairs

Aesthetics

Maintenance

Liability

Privacy

Disruption of landscaping, shrubs, trees, planting beds, berms, irrigation, driveways, brick pavers, electric fences etc.


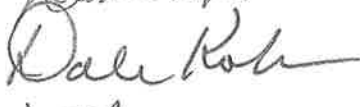

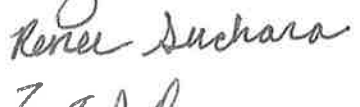





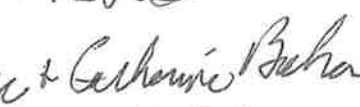
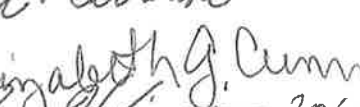




We would like to represent our street at the September 14th, 2022 board meeting and are asking that we not only have our questions above answered, but be put on the agenda to voice our opposition.

The few signatures below represent a very small portion of the **LARGE MAJORITY** of Fairway residents who oppose the master plan proposal to change the designation of Fairway Drive to Priority One.

A hard copy of this letter will be delivered to each Multi-modal board member, Planning Board member, and the City Commissioner.

Sincerely,

 Dorin McBride 2159 Fairway Dr.  
 Dale Kohler 2171 Arden Lane  
 Karen Braun 1171 Arden Lane  
 Renee Suchara 2160 Fairway Dr.  
 Frank Aiello 2147 Fairway.  
 Lawrence MacLean 1823 Fairway Dr.  
 John Morad 1800 Fairway  
 Michele Morad 1800 Fairway  
 Michelle 1815 Fairway  
 Marc + Catherine Beha 1731 Fairway  
 Elizabeth G. Cummings 2060 Fairway  
 Barbara A. Mathews 2069 Fairway  
 John F. Mathews Jr 2069 Fairway



**NOTICE OF INTENTION TO APPOINT TO  
BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY**

At the regular meeting of Monday, November 28, 2022 the Birmingham City Commission intends to appoint one regular member to the Birmingham Triangle District Corridor Improvement Authority term ending December 15, 2026, who has ownership or business interest in property located in the District to the Birmingham Triangle District Corridor Improvement Authority.

**Members shall be appointed by the Mayor, subject to approval by the City Commission.**

Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.

The authority shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

Interested parties may recommend others or themselves for these positions by submitting a form available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, November 23, 2022. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

<b>Criteria/Qualifications of Open Positions</b>	<b>Date Applications Due (by noon)</b>	<b>Date of Interview</b>
One member having an ownership or business interest in property located in the Development Area.	11/23/2022	11/28/2022

*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 BOARD OF REVIEW**

At the regular meeting of Monday, November 28, 2022, the Birmingham City Commission intends to appoint two regular members and one alternate member to serve three-year terms to expire December 31, 2025, and one alternate member to serve a partial term to expire December 31, 2023. Applicants must be property owners and electors of the City of Birmingham.

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

Interested citizens may submit an application available at the Clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 23, 2022. These documents will appear in the public agenda for the regular meeting at which time the City Commission will interview applicants and may make nominations and vote on appointments.

Board members are paid \$110 per diem.

<b>Criteria/Qualifications of Open Position</b>	<b>Date Applications Due (by noon)</b>	<b>Date of Interview</b>
Members must be property owners and electors (registered voters) of the City of Birmingham.	11/23/2022	11/28/2022

*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.*

**CITY OF BIRMINGHAM**  
**BOARD OF ETHICS**  
**ADVISORY OPINION 2022-01**  
**SEPTEMBER 22, 2022**

**I. Introduction.**

Birmingham City Manager, Thomas M. Markus, filed a Request for Advisory Opinion ("Request") with the City of Birmingham Board of Ethics<sup>1</sup> on April 25, 2022 seeking a determination as to whether the recent conduct of a City Official conformed to the Code of Ethics. The subject party referred to by the City Manager is Samuel Oh, who is a member of the Corridor Improvement Authority Triangle District Development Board, a board of the City of Birmingham ("City"). On August 16, 2022, after both requesting party and the subject party respectively requested adjournments of the hearing, the Board of Ethics convened to address the issue on August 16, 2022.

The City Manager's Request in this matter does not relate to any complaint having been filed against Mr. Oh. Accordingly, the Board of Ethics is not presently considering any allegations that the conduct of Mr. Oh is in breach of the Code of Ethics.<sup>2</sup> The Code of Ethics is intended to be preventative, not punitive.

**II. Issues Presented and Abbreviated Answers**

As set forth in Chapter 2 of the Board of Ethics Procedural Rules pertaining to the procedure for obtaining advisory opinions, the ultimate question to be determined by this Board in such instances is: "Whether the requesting party's conduct or anticipated conduct, or that of a City Official, Employee, Commission, Board or Committee under the requesting party's authority, conforms to the Code of Ethics?" In the matter at hand, there was and is no dispute that the subject party, Mr. Oh, was and is a "City Official," and under the City Manager's inherent authority. The Board of Ethics has determined that certain of Mr. Oh's conduct has not conformed to the Code of Ethics.

Throughout the hearing, upon the request for an advisory opinion, it became evident that there were two subsidiary questions that needed discussion, analysis and determination. The first of those questions was: "Does the Code of Ethics prohibit a City Official, such as Mr. Oh of the Triangle District Corridor Improvement Authority (TDCIA), from using his position on a City Board, or title associated therewith, to advocate a personal position unrelated to that Board?" The Board of Ethics answers this question in the affirmative. However, one's use of official position is dependent upon whether the advocacy of the one holding himself out as a City Official is germane

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<sup>1</sup> The Board of Ethics was created by the Birmingham City Commission as an advisory body to interpret the Code of Ethics set forth in a City Ordinance. Birmingham Code of Ordinances §2-325(a)(1). The Board arrives at its opinions and/or decisions upon a vote of the majority of its members after consideration of the evidence in the record and controlling law. Board of Ethics Procedural Rule 216. The Board then sends its advisory opinion to the City Clerk, who will publish and distribute it in conformity with the Ordinance. Board of Ethics Procedural Rule 217.

<sup>2</sup> The Board of Ethics only addresses the specific questions presented to it.

to his or her role as such an Official. Such conduct is only permissible if it is germane to his role as a City Official and if it is abundantly clear that it is his or her personal opinion and not that of the Board (e.g. TDCIA) or the City.

The second question is: "Whether Mr. Oh's dissemination of inaccurate information pertaining to the City, after being advised by City staff as to the accurate facts, was intentional, self-serving, and detrimental to the public's trust in City government?" The Board of Ethics also answers this question affirmatively.

### **III. Statement of Facts**

On March 25, 2022, the City Manager learned that City Official Oh, a member of the TDCIA, hosted on the social media site Change.org a request for a petition to be signed by 100 persons for revision of the Triangle District Master Plan. The City Manager attached to his Request a copy of the petition. Mr. Oh initiated his petition, upon a website he (and/or his wife as he stated) selected, with the words "Samuel Oh started this petition." Mr. Oh thereafter began the petition with the entire first paragraph reading "My name is Samuel Oh and I am a member of the Corridor Improvement Authority (Triangle District Development) board." Mr. Oh is a member of the board, as in part shown by the City Manager of Mr. Oh's Application for City Board, Mr. Oh's Affidavit and Disclosure Statement to the City dated on or about December 21, 2020, (whereupon he subscribed and swore on that date immediately above his signature to the following quoted language: "I have read and understand the Code of Ethics of the City of Birmingham and to the best of my knowledge, I am not in conflict with its provisions."), his Affirmation of Support of the City's Charter and Code of Ordinances (relating to his affirmation that he would support the City's Code of Ordinances in performing the duties of office), and Mr. Oh's attestation before the City Clerk on December 21, 2020 that he would support the U.S. and Michigan Constitutions and endeavor to secure and maintain honest and efficient administration of the affairs of Birmingham, free from partisan distinction or control, and to perform the duties of the office of the Birmingham TDCIA according to the best of his ability.

In the City Manager's Request, he asserted that the Code of Ethics is clear that one is not to use public office for personal gain, and that acting on behalf of the City one does so with the utmost integrity and without even the appearance of impropriety. He expressed his concern with Mr. Oh in using his position as a Board Member to circulate a petition for revision of the Birmingham Triangle Development Master Plan. In addition, the City Manager asserted that Mr. Oh's statements at Change.org were fraught with inaccuracies and therefore a concern to the City, and therefore contrary to certain provisions of the Code of Ethics.

The City Manager was also concerned as to Mr. Oh's content, and/or use of, this social media, and the use of the petition as aforesaid, to sound as though he was acting in an official capacity and performing an official action of the Board. The City Manager noted Mr. Oh's use of his official position with the City in the petition and was concerned that perhaps Mr. Oh, in order to secure and request signatures on his petition, was using his official capacity to advance his personal position and attempt to benefit his own property value(s).

The City Manager also questioned whether Mr. Oh was acting in a way that was not in compliance with his duty to his City board, but instead was utilizing his position to act against the Triangle District Board's Plan, for which Mr. Oh has been sworn to represent and make decisions on behalf of the board.



The City Manager further expressed concerns regarding Mr. Oh's actions at a Planning Board meeting, which was held on March 9, 2022. The City Manager stated that Mr. Oh made comments regarding the process and makeup of the Birmingham TDCIA (of which he is a member) along with potential impacts of rezoning on the neighborhood. The City Manager provided this Board with the Planning Board Minutes of March 9, 2022. The City Manager stated that Mr. Oh made therein multiple erroneous statements of the Board's makeup. The City Manager also attached the City Clerk's Memo to the Manager on March 15, 2022 detailing the correct information regarding the Board and a transcript of Mr. Oh's false or inaccurate statement. This Board of Ethics was also provided by the City Manager with the City Manager's Report offered to the City Commission on March 28, 2022, wherein the Manager stated that he had to "set the record straight" for the City Commission regarding Mr. Oh's misstatements.

In this regard, the City Manager was concerned about Mr. Oh disseminating misinformation to the world, while at the same time the Code of Ethics required Mr. Oh to avoid any action which would affect adversely the confidence of the public or the integrity of the City government.

The City Manager at the hearing before this Board of Ethics presented his position and evidence, further stating in part that he sought an Advisory Opinion. He noted that Mr. Oh is "a fairly new board member, and that while applicants have to sign they have read the City's Code of Ethics, they don't always understand it." He further noted that his opinion came about after "some consternation between Mr. Oh and some City staff. He did not feel he (Mr. Oh) was getting answers he felt he wanted." The Manager asserted that Mr. Oh was informed by City Staff that he was sharing incorrect information, but that Mr. Oh did not change the information he was sharing after receiving the correct information from Staff. The Manager further stated that Staff had conversations with Mr. Oh prior to Mr. Oh's circulating the petition. These conversations sought to clarify Mr. Oh's factual misunderstandings about the TDCIA and the Triangle Plan. Mr. Oh indicated to Staff prior to his circulating his petition that he had a clearer understanding of the concerns relating to the differences of opinions.

The City Manager further stated in part that "The Triangle Plan hasn't changed in the 2040 Master Plan. That was what we were trying to convey as inaccurate." The City Manager additionally stated "The Master Plan is a global process. The Triangle Plan is a zoning plan. It was merely a repetition in the 2040 Master Plan. There is a Triangle Plan that was adopted in 2008. That's when development standards were adopted. There has never been a Triangle District Redevelopment Plan, as noted in the petition."

Testimony was also provided in support of the Request by the City's Planning Director, Nicholas DuPuis, as well as Assistant City Manager, Jana Ecker.

Mr. DuPuis testified in part that he and Mr. Oh engaged in an email exchange whereby Mr. DuPuis attempted to clarify the intent of the 2040 Master Plan in relation to the Triangle District. He stated that when he attempted to clarify the specific misreading made by Mr. Oh of some images contained in the draft 2040 Master Plan, the email exchange became inappropriate and City Manager Markus was notified of the issue. Further, in mid-April 2022, City Staff attempted to address previous misunderstandings about the Triangle Plan at the Joint Commission-Planning Board Meeting.

Assistant City Manager Ecker testified in part that a redevelopment study between 2013-2015 was not about redevelopment per se, but only about how much parking was needed using

TIF money. She stated in part: "It didn't change height standards or ordinances.... saying increases in height and zoning – that is not true. That is already allowed since 2007. He's (Mr. Oh) putting his name as a Board member to give it weight, and all of the information he's putting out is false. He continued to put it out there after being told multiple times it was false."

Mr. Oh challenged the City Manager, Planning Director and Assistant City Manager, repeatedly stating that the City had an "overreach of their interpretation of official documents,". He further testified that he began the Change.org petition stating "My name is Samuel Oh and I am a member of the Corridor Improvement Authority (Triangle District Development) board," as an effort toward full disclosure and that the City had changed their Triangle District Master Plan in the 2040 Master Plan process. He did so despite repeated clarifications from City Staff that it had actually been approved in 2007 and was only reproduced in the 2040 Master Plan process. He testified that he has been a resident of the Triangle District since 2013, and does not own a business in the District.

Mr. Oh also testified in part that he had to listen to "these inaccuracies that I am accused of...what is intent, and what was I representing." He stated in relation to putting his name on the petition that he "was just giving it the perspective of a resident", and that "if I didn't disclose it would build up distrust."

Mr. Oh further testified that even if he had known it was a violation of the Code of Ethics, he still would have used his official title in the petition "because it's unethical not to." Upon further inquiry, Mr. Oh when asked if he was concerned about the purported Master Plan as to why he didn't bring this up with his own board. He stated it was because he believed his interpretation was correct. The Board of Ethics finds that it would have been advisable for him to raise his concerns with the TDCIA, to discuss what the board's priorities were and what should occur.

During the discussion, Board of Ethics member Sophie Fierro-Share voiced with everyone her insight as follows: "Errors are made. Making a mistake isn't unethical. Where it's an issue happens when we're not open to understanding."

Board of Ethics member James Robb pointed out that there have been other situations when officials have been frustrated with other public officials, but they have to get along. Words matter. "As a public official, you have an obligation to make sure that statements of fact are in fact, facts. People see you as an official and maybe you are mistaken on some things you put in your petition, but that can cause mistrust of City Officials by the public." At one point during the hearing, Mr. Oh referred to the City as "the other side." However, he did state at the hearing that he did not intend to represent his opinions as those of the TDCIA or the City. He stated he wrote the petition on behalf of some fellow Triangle District residents after discussion with them, but did not mention that the petition was written on their behalf as he was trying to keep the text of the petition brief.

Mr. Oh submitted three additional documents into evidence at the hearing. The first was a City of Birmingham Resolution Establishing Corridor Improvement Authority and Designation of Development Area dated November 10, 2008. The second is dated March 9, 2022, and was described by Mr. Oh as part of a package he gave to the City Commission. The third was various emails relating to communications between Mr. Oh and Messrs. Markus and DuPuis. This Board found that these documents were supportive of the testimony of City Staff Markus, DuPuis, and Ecker.

Toward the end of the hearing, Mr. Oh expressed some remorse for his aforesaid conduct and some of the language he used in his email exchange with Mr. DuPuis. The City Manager did not file, and has not filed, an Ethics Complaint against Mr. Oh on the issue of whether his conduct violated the Code of Ethics. The City Manager's request for guidance on how he and/or Mr. Oh should conduct themselves in adherence to the Code of Ethics and/or in municipal governance is a legitimate and appropriate attempt to address the matter.

#### **IV. Analysis and Discussion**

This is not a matter involving an issue concerning conflict that Mr. Oh had with the work that he does in association with the TDCIA. Mr. Oh is a member of said board, and therefore his statement as to his status as a City Official is not false. This Board of Ethics has previously determined that a Board member may hold himself or herself out as a member of a City Board under certain circumstances.<sup>3</sup>

The Studt Ethics Opinion stated that "(t)he Ethics Ordinance clearly prohibits all City employees (or officials) from using public office for private gain." Section 2-320 and 2-323(1). It further pointed out that the Code of Ethics defines "private gain" as "any interest or benefit, in any form, received by a City...official." See Section 2-322. The Studt decision recognized that "a benefit need not be monetary to fall within the terms of the Ethics Ordinance." That opinion further cited Section 2-324(a)(8) of the Ordinance, which provides that "No official or employee of the city shall use, or attempt to use, his or her official position to secure, request or grant unreasonably any special consideration, privilege, exemption, advantage, contract or preferential treatment himself, herself, or others, beyond that which is available to every other citizen." In Mr. Oh's matter, his advocacy had a relationship with personal gain.

The Wisz Ethics Opinion<sup>4</sup> determined that the use of his official position in that case was not germane to the matter being pursued by the City Official. This Board has found the same in the instant case involving Mr. Oh. As stated in the Wisz Opinion, "(t)he ethical difficulty and concern relates to a situation where a private citizen opts to also become a 'City Official' and therefore 'wears two hats.' Someone in such position has to be careful about creating a false impression, such as that one is speaking on behalf of the City itself." The Ethics complaint opinion relative to Mr. Ralph L. Seger, Jr., being number 2004-02 also has some relevance herein. This Board therein made it clear that it is mandated to recognizing and adhering to the principles of the First Amendment.<sup>5</sup> However, the First Amendment principles do not permit a member of a City Board to assume a role, and act as a competing fiduciary, directly against the interests of the City. As stated in Wisz, "(s)uch conduct presents an irreconcilable conflict of interest, may tend to undermine respect for City Officials and employees and for the City as an institution, might result and/or create an appearance of adversely affecting the confidence of the public or the integrity of the City government, and is incompatible and in conflict with the discharge of the volunteer's official duties." Herein, Mr. Oh's identification of himself as a TDCIA member at the beginning of

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<sup>3</sup> See Ethics Opinion 2003-04, decided February 3, 2004, pertaining to then Deputy Chief of Police Donald Studt.

<sup>4</sup> See Ethics Opinion 2009-02, decided May 4, 2010, pertaining to David Wisz of the Traffic and Safety Board.

<sup>5</sup> As an adjudicative body, the Board of Ethics is compelled to consider controlling legal principles. Section 2-323 of the Code of Ethics provides that the Ordinance "should not be construed to interfere with, or abrogate, in any way the provisions of any federal or statute statutes, the City Charter, the city ordinances, or any rights and/or remedies guaranteed under a collective bargaining agreement."

the petition appears to create confusion for the recipients thereof.<sup>6</sup> His representation that the use of his official title was intended to assist the public is illogical. Public officials are obligated to be aware that their words could be misinterpreted or misread. Therefore, when making a personal statement that identifies the speaker as a city official that official must include a conspicuous disclaimer that the opinions expressed are his or her personal opinions, and not the opinion(s) of the City or any other City Official.

The foregoing was and is never intended to preclude a City Official from expressing his or her opinions on matters that come before his or her respective board. As stated in part in the matter involving Mr. Terence Gates (Advisory Opinion 2007-02), "Birmingham's municipal government depends upon knowledgeable citizens of diverse backgrounds volunteering for service on City Boards. The Ordinance encourages them to act independently. Ethics Ordinance Section 2-323(III). It is perfectly proper for Mr. Gates to express his opinions on matters that come before the Parks and Recreation Board, at the Board or even, as he did, to the City Commission. Nothing in the Ethics Ordinance says otherwise...If City officials cannot express opinion, debate the merits of those opinions and vote their consciences, the quality of our City's democracy would be significantly impaired."

We will now turn our attention to the specific sections of the Code of Ethics either cited by the City Manager in his Request and/or discussion by members of this Board at the hearing of this matter. This Board finds that Mr. Oh's conduct in this matter did not conform with the following sections of the Ethics Ordinance.

**Section 2-320.** The Code of Ethics begins with Section 2-320, entitled "Public Policy." This section discusses public trust as well as that one may not use a public office for personal gain, as the City Manager has argued herein. The following paragraph, from the Wisz opinion, has application herein, and it provides:

"The Ethics Ordinance provides that public office is a public trust. Birmingham Code of Ordinances, §2-320. The Code of Ethics is intended to provide public officials and employees with adequate guidelines for separating their roles as private citizens from their roles as public servants. Id. §2-320. The Ethics Ordinance requires City Officials, as defined in §2-322, to avoid conflicts between their private interest and the public interest. City Officials are fiduciaries, and their positions are held in public trust. City Officials must not use their public office for personal gain. Id. §2-320(3). In Mr. Wisz's subject signature block, the emphasis was on the Birmingham Traffic and Safety Board over any other item listed in the signature block. Such over-emphasis could create the appearance of Mr. Wisz speaking on behalf of the City."

The same is true as to Mr. Oh in this case, especially as "private gain" is broadly defined in Section 2-322, to mean "any interest or benefit, in any form, received by the City employee or official." Both Mr. Oh's use of his official position in his petition, as well as his dissemination of information that he was advised by City Staff in advance was incorrect, create the appearance of an action and type to be for personal gain, and with the risk of adversely affecting the public trust.

**Section 2-321.** While this section of the Code pertains to the responsibilities of public office, and primarily discusses official acts and conduct (as opposed to private acts and conduct), this Board

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<sup>6</sup> Mr. Oh's identification of himself as a TDCIA member was even more prominent than in the instances cited in Complaint 2020-01 and Advisory Opinion 2009-02.

has previously opined that this section mandates that all City Officials protect public confidence by being honest, fair and respectful. Mr. Oh adversely affected the confidence of the public and the integrity of City government, as he also demonstrated a disrespectful attitude towards the City and its Staff. Mr. Oh did not exhibit respect in his actions with City staff either prior to or during the subject hearing. This Board understands that Mr. Oh during the hearing did offer an apology of some nature. His gesture suggests to this Board that the time and effort put in by City Staff, as well as this Board, to address this matter may be beneficial to all concerned in the future. City Officials are obligated to do their best to ensure that statements they are making are true.

**Section 2-323.** The City Manager has cited subsections 1, 3, 4 and 5 as potential violations (i.e. non-compliance). This Board concludes that subsections 1 and 5 have application. Section 2-323 pertains to the intention of the Code. It points out in pertinent part that City Officials should avoid any action, whether or not specifically prohibited by Section 2-324 (Promulgation/Conflict of Interest) which might result in, or create the appearance of, in this case:

(1) using public office for private gain; and

(5) affecting adversely the confidence of the public or the integrity of the city government.

This section also describes that the Code of Ethics is not intended to be punitive but rather preventative. Accordingly, the Code should not be interpreted to in any way interfere with, or abrogate, any statute, ordinance, City Charter, and/or rights or remedies.

**Section 2-324.** The City Manager indicated his concern with a potential violation (i.e. non-compliance) of Section 2-324(a)(2) and (9). This Board has determined that subsections (2) and (8) have application. Subsection (2) provides as follows: "No official or employee of the city shall represent his or her personal opinion as that of the city." Subsection (8) reads: "No official or employee of the city shall use, or attempt to use, his or her official position to secure, request or grant unreasonably any special consideration, privilege, exemption, advantage, contract or preferential treatment for himself, herself, or others, beyond that which is available to every other citizen."

## **V. Conclusion**

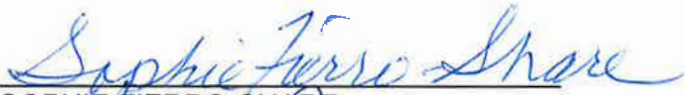
This Board concludes that for the reasons stated above, Mr. Oh's complained of conduct did not conform to the Code of Ethics. While we recognize that Mr. Oh has been a City Official for a brief period of time, his subject actions appear to be rooted in his personal interests and/or attitude, and not his inexperience and/or unfamiliarity. His conduct clearly evidences, as well as his own admission, that he has little, if any, familiarity with the Code of Ethics, though he was duty-bound to acquaint himself therewith and attempt to understand same. The Code of Ethics was specifically identified and emphasized as a subject of importance from the start of his official engagement with the City by way of the language of the City's required Affidavit and Disclosure Statement. This has apparently caused Mr. Oh to make some poor decisions as it relates to the aforesaid two underlying questions relating to his conduct herein. City Staff attempted to address Mr. Oh's conduct in various ways, and finally had to file the subject request. The City is required by the Ethics Ordinance to provide this type of guidance, as noted in Section 2-320. It appears that through this Ethics Board process Mr. Oh better understands the importance of City Officials working cooperatively together.



While this Board's Advisory Opinion will be published and communicated to the City Commission and the public (pursuant to Section 2-325(b)(2)), it is intended to assist Mr. Oh with respect to his future conduct. In that regard, it may be viewed as preventative and educational, and the City is providing Mr. Oh herewith additional adequate guidelines for separating his roles as a private citizen from his role as a public servant. Nevertheless, pursuant to Code of Ethics Section 2-325(b)(3) after this Opinion is published and communicated to the City Commission, it shall be responsible for imposing any sanction.

As a final remark in this Opinion, for the benefit of Mr. Oh and all other City Officials, we wish to emphasize an important underlying theme of this Opinion, by reciting the following from the Advisory Opinion 2009-02 pertaining to Mr. Wysz, as follows:

"Accordingly, this Opinion celebrates the rights of free speech, but also addresses the self-imposed limitations thereof when one voluntarily elects to become a City Official. When one serves in the public sector, one becomes less and less a 'public citizen' and more and more a 'public servant.' This is part of the responsibilities and burdens one accepts as a public official. Being a public servant may constrain one's activities in many ways, including the open expression of personal views. Having the right to engage in an activity doesn't mean exercising that right is necessarily the best course of action."

  
SOPHIE FIERRO-SHARE

  
JAMES D. ROBB, Chairperson

  
JOHN J. SCHROT, JR.

September 27, 2022

Birmingham City Commission  
151 Martin Street  
Birmingham, MI 48009

***Re: Board of Ethics Advisory Opinion Concerning Mr. Oh***

Dear Commissioners:

Before you is an Opinion drafted by the Board of Ethics wherein they received a request for an Advisory Opinion to determine whether Mr. Oh's conduct as a member of the Birmingham Triangle District Corridor Improvement Authority Board was in line with the Ethics Ordinance in Chapter 2, Article IX., of the Birmingham City Ordinances.

The City Commission has appointed the Board of Ethics, consisting of three (3) members for the purpose of interpreting the Code of Ethics. The functions of the Board of Ethics is to either hear a complaint as to whether a person has violated the Code of Ethics or to issue an Advisory Opinion which will communicate to an individual, the City Commission and the public as to how people should conduct their activities in order to be in conformity with the Code of Ethics. After the Board has conducted an Ethics Board meeting, has heard and gathered information, facts and exhibits, they render an Opinion.

In this case, the Board of Ethics have met on two (2) occasions as a result of a request for an Advisory Opinion regarding Mr. Oh; one time to hear testimony and evidence regarding behaviors and conduct of Mr. Oh, and then secondly, a meeting to discuss their opinion and to draft a written Opinion as to how Mr. Oh and others should conduct themselves in the future in order to properly follow the Code of Ethics. As you see, the Board of Ethics in their Advisory Opinion, has found that Mr. Oh's conduct did not conform to the Code of Ethics as required. Sec. 2-325(b)(3) states:

(3) After the board of ethics' advisory opinions and/or hearing findings have been published:

a. The city commission shall be responsible for imposing any sanction for a violation of this Code on one of its members or any person appointed by the commission to any city board.

b. If it becomes necessary to seek the removal of a city official after the board of ethics' advisory opinion and/or hearing findings, the city shall follow the requirements for removal of a public official in accordance with the laws of the state.

# Beier Howlett

Birmingham City Commission  
September 27, 2022  
Page 2

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c. The city manager shall be responsible for imposing any discipline for a violation of this Code on any employee of the city.

Mr. Oh is a City official that has been appointed by the City Commission to serve on the Birmingham Triangle District Corridor Improvement Authority Board. Now that the Board of Ethics has found that Mr. Oh's behavior has not conformed to the Code of Conduct, the Commission shall be responsible by imposing sanctions for a violation.

The Code of Ethics does not demand or require what those sanctions are or could be. Sanctions can be a continuum from no action at one end to removal from one's position at the other end.

Therefore, it is my opinion and recommendation that the City Commission solely shall determine the next step, if any, and direct its next course of action.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

**BEIER HOWLETT, P.C.**



Mary M. Kucharek

MMK/jc

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## **MEMORANDUM**

(Police Department)

**DATE:** September 27, 2022

**TO:** Thomas M. Markus, City Manager

**FROM:** Ryan Kearney, Police Lieutenant

**SUBJECT:** Shirley Rd Speed/Volume Survey

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### INTRODUCTION:

On August 29, 2022, the City Commission discussed the topic of speeding vehicles on residential streets within the city. Subsequently, the Commission requested the Multi-Modal Transportation Board to add speed humps/tables as an agenda item for their next meeting in October. The Commission asked the MMTB to identify a test site or two that could be utilized for a pilot project to install speed humps or tables.

### BACKGROUND:

Shirley Rd was one location mentioned at the Commission meeting as a source of cut-through traffic and having a speeding problem. As a result, a speed and volume survey was conducted on Shirley Rd between W Lincoln and Brandon from 9/20/22 – 9/26/22. The data was reported as a whole and broken down by specific dates. The best practice for traffic analysis is the middle of the week (Wednesday – Thursday).

### LEGAL REVIEW:

N/A

### FISCAL IMPACT:

The police department owns and operates covert traffic data collectors. There was no fiscal impact to conducting this survey.

### PUBLIC COMMUNICATIONS:

N/A

## SUMMARY:

The survey resulted in a traffic volume of 6,178 vehicles traveling Shirley Rd between Tuesday, 9/20/22, and Monday, 9/26/22. The 85<sup>th</sup> percentile speed on each day was either 24.9 mph or 25.9 mph. The average speed varied from 20.9 to 22.9. Only one vehicle reached 40 mph during the entire test period.

## ATTACHMENTS:

The following graphs and charts are attached:

- Speed data analysis set for a 5 mph tolerance from 9/20/22 – 9/26/22
- Speed data analysis set for a 5 mph tolerance from Wed, 9/21/22 – Thurs, 9/22/22
- Percentile speeds
- One Line Summary of averaged totals
- Volume graph sorted by speed (Combined lanes, Unknown 1=Southbound, Unknown 2=Northbound)
- Daily totals by speed and volume
- Averaged Daily totals by speed and volume

## SUGGESTED COMMISSION ACTION:

The purpose of this data is informational.



# Birmingham Police Department

## SPEED DATA ANALYSIS

### Location



Shirley  
(Brandon/W Lincoln)  
Latitude: 0.000000  
Longitude: 0.000000

### Analysis Time Period



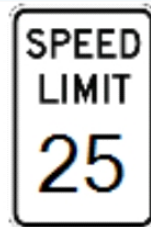
Start	End
9/20/2022 2:26 PM	9/26/2022 9:34 AM

### Vehicles Analyzed



6,178

### Speed Limit



25

### Total Enforceable Violations



52

### Average Speed



21

### 85th Percentile Speed



25

### % Enforceable Violations



1%

### Fastest Speed



40

### Enforcement Rating

LOW

# Birmingham Police Department

## SPEED DATA ANALYSIS

### Location



Shirley  
(Brandon/W Lincoln)  
Latitude: 0.000000  
Longitude: 0.000000

### Analysis Time Period



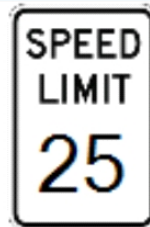
Start	End
9/21/2022 12:00 AM	9/23/2022 12:00 AM

### Vehicles Analyzed



2,496

### Speed Limit



25

### Total Enforceable Violations



13

### Average Speed



21

### 85th Percentile Speed



25

### % Enforceable Violations



1%

### Fastest Speed



40

### Enforcement Rating

LOW

# Birmingham Police Department

9/20/22 - 9/26/22

Tues - Mon

Location 1:

Shirley

Location 2:

(Brandon/W Lincoln)

## Averaged Totals

Combined

<= 10	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	> 66	Total
to 12	to 14	to 16	to 18	to 20	to 22	to 24	to 26	to 28	to 30	to 32	to 34	to 36	to 38	to 40	to 42	to 44	to 46	to 48	to 50	to 52	to 54	to 56	to 58	to 60	to 62	to 64	to 66			
37	130	215	357	618	1020	1209	1217	804	387	134	40	7	2	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	06,180

# Birmingham Police Department

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/20/2022

## *Pace Speed - MPH*

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	419	81.20155%

## *Percentile Speeds*

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	14.9	15.9	17.9	18.9	18.9	19.9	20.9	20.9	21.9	21.9	22.9	22.9	22.9	23.9	23.9	24.9	25.9	25.9	27.9	32.9

## *Vehicles Traveling Greater Than 50.0 MPH*

Total Volume 516

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

## *Mean, Median, and Mode Averages*

Mean: 21.8

Median (50th %): 21.9

Mode: 23.0

# Birmingham Police Department

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/21/2022

## *Pace Speed - MPH*

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	983	78.38915%

## *Percentile Speeds*

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	13.9	15.9	16.9	17.9	18.9	18.9	19.9	20.9	20.9	20.9	21.9	21.9	22.9	22.9	23.9	24.9	24.9	25.9	26.9	39.9

## *Vehicles Traveling Greater Than 50.0 MPH*

Total Volume 1,254

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

## *Mean, Median, and Mode Averages*

Mean: 21.2

Median (50th %): 20.9

Mode: 22.0



# Birmingham Police Department

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/22/2022

## *Pace Speed - MPH*

Classes Excluded From Pace: None

Speed	Number	Percent
16 - 26	940	75.68438%

## *Percentile Speeds*

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	12.9	14.9	15.9	16.9	17.9	18.9	18.9	19.9	19.9	20.9	20.9	21.9	21.9	22.9	23.9	23.9	24.9	25.9	26.9	37.9

## *Vehicles Traveling Greater Than 50.0 MPH*

Total Volume 1,242

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

## *Mean, Median, and Mode Averages*

Mean: 20.5

Median (50th %): 20.9

Mode: 20.0

# Birmingham Police Department

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/23/2022

## *Pace Speed - MPH*

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	1,017	77.87136%

## *Percentile Speeds*

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	12.9	14.9	16.9	17.9	18.9	18.9	19.9	19.9	20.9	20.9	21.9	21.9	22.9	22.9	23.9	24.9	24.9	25.9	26.9	34.9

## *Vehicles Traveling Greater Than 50.0 MPH*

Total Volume 1,306

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

## *Mean, Median, and Mode Averages*

Mean: 21.0

Median (50th %): 20.9

Mode: 23.0

# Birmingham Police Department

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/24/2022

## *Pace Speed - MPH*

Classes Excluded From Pace: None

Speed	Number	Percent
18 - 26	705	81.12773%

## *Percentile Speeds*

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	15.9	17.9	17.9	18.9	19.9	20.9	20.9	21.9	21.9	22.9	22.9	22.9	23.9	23.9	24.9	25.9	25.9	26.9	28.9	38.9

## *Vehicles Traveling Greater Than 50.0 MPH*

Total Volume 869

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

## *Mean, Median, and Mode Averages*

Mean: 22.4

Median (50th %): 22.9

Mode: 23.0

# Birmingham Police Department

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/25/2022

## *Pace Speed - MPH*

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	633	82.74509%

## *Percentile Speeds*

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	15.9	16.9	17.9	18.9	19.9	20.9	20.9	21.9	21.9	21.9	22.9	22.9	23.9	23.9	24.9	24.9	25.9	26.9	27.9	34.9

## *Vehicles Traveling Greater Than 50.0 MPH*

Total Volume 765

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

## *Mean, Median, and Mode Averages*

Mean: 22.2

Median (50th %): 21.9

Mode: 23.0

# Birmingham Police Department

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/20/2022 to 9/26/2022

## *Pace Speed - MPH*

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	4,868	78.77023%

## *Percentile Speeds*

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	13.9	15.9	16.9	17.9	18.9	19.9	19.9	20.9	20.9	21.9	21.9	22.9	22.9	23.9	23.9	24.9	24.9	25.9	27.9	39.9

## *Vehicles Traveling Greater Than 50.0 MPH*

Total Volume 6,180

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

## *Mean, Median, and Mode Averages*

Mean: 21.4

Median (50th %): 21.9

Mode: 23.0



# Birmingham Police Department

9/20/22 - 9/26/22

Tues - Mon

Location 1:

Shirley

Location 2:

(Brandon/W Lincoln)

## Averaged Daily Totals

Combined

	<= 10 to 12	>10 to 12	>12 to 14	>14 to 16	>16 to 18	>18 to 20	>20 to 22	>22 to 24	>24 to 26	>26 to 28	>28 to 30	>30 to 32	>32 to 34	>34 to 36	>36 to 38	>38 to 40	>40 to 42	>42 to 44	>44 to 46	>46 to 48	>48 to 50	>50 to 52	>52 to 54	>54 to 56	>56 to 58	>58 to 60	>60 to 62	>62 to 64	>64 to 66	Total
Sunday	4	3	19	24	66	109	158	179	121	56	17	8	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	765
Monday	0	3	3	10	23	25	46	57	37	16	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	228
Tuesday	3	7	14	28	37	84	109	108	81	29	11	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	516
Wednesday	8	25	45	78	136	209	267	231	140	85	21	7	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	01,254
Thursday	12	50	57	107	137	226	237	207	130	53	22	1	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,242
Friday	9	36	54	80	146	248	224	241	158	78	21	10	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,306
Saturday	1	6	23	30	73	119	168	194	137	70	36	8	3	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	869
Total	37	130	215	357	618	1,020	1,209	1,217	804	387	134	40	7	2	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	06,180

# Birmingham Police Department

9/20/22 - 9/26/22

Tues - Mon

Location 1:

Shirley

Location 2:

(Brandon/W Lincoln)

Daily Totals

Combined

	<=	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	> 66	Total
	10 to	12 to	14 to	16 to	18 to	20 to	22 to	24 to	26 to	28 to	30 to	32 to	34 to	36 to	38 to	40 to	42 to	44 to	46 to	48 to	50 to	52 to	54 to	56 to	58 to	60 to	62 to	64 to	66 to		
9/20/ 2022	3	7	14	28	37	84	109	108	81	29	11	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	516
9/21/ 2022	8	25	45	78	136	209	267	231	140	85	21	7	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,254
9/22/ 2022	12	50	57	107	137	226	237	207	130	53	22	1	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,242
9/23/ 2022	9	36	54	80	146	248	224	241	158	78	21	10	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,306
9/24/ 2022	1	6	23	30	73	119	168	194	137	70	36	8	3	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	869
9/25/ 2022	4	3	19	24	66	109	158	179	121	56	17	8	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	765
9/26/ 2022	0	3	3	10	23	25	46	57	37	16	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	228
Total	37	130	215	357	618	1,020	1,209	1,217	804	387	134	40	7	2	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	06,180

# Birmingham Police Department

9/20/22 -  
9/26/22  
Tues - Mon  
Shirley  
(Brandon/W  
Lincoln)

Location 1:  
Location 2:

Volume Sorted by Speed for 9/20/2022 to 9/26/2022

Combined

Speed (MPH)	Volume
2	
4	
6	
6	
2	
2	
4	24
6	2
	26
	4
2	2
2	2
22	6
2	6 2
24	6
2	46
26	4
2	222
2	6
2	
	24
2	6
	4
4	
	2
6	
4	
4	
42	
4	
44	
4	
46	

# Birmingham Police Department

9/20/22 -  
9/26/22  
Tues - Mon  
Shirley  
(Brandon/W  
Lincoln)

Location 1:

Location 2:

Volume Sorted by Speed for 9/20/2022 to 9/26/2022

Unknown, 1

Speed (MPH)	Volume
2	
4	
6	
	4
2	2
	4
4	
6	
	6
	2 6
2	2
2	
22	46
2	
24	2
2	2
26	2 4
2	4
2	
2	62
2	
	4
4	2
6	
4	
4	
42	
4	
44	
4	
46	

# Birmingham Police Department

9/20/22 -  
9/26/22  
Tues - Mon  
Shirley  
(Brandon/W  
Lincoln)

Location 1:

Location 2:

Volume Sorted by Speed for 9/20/2022 to 9/26/2022

Unknown, 2

Speed (MPH)	Volume
2	
4	
6	
	2
	4
2	
	4
4	6
6	
	2
	2
2	24
2	2
22	2
2	2
24	24
2	4
26	
2	
2	2
2	2
	4
2	
4	
6	
4	
4	
42	
4	
44	
4	
46	





## CONNECTING OAKLAND COUNTY THROUGH LOCAL TRANSIT SOLUTIONS

On Nov. 8, 2022, voters will be asked to consider a 10-year, .95 mill measure to maintain and expand public transit services, connecting people and communities across Oakland County.

### WHAT IS OAKLAND TRANSIT?

- The Oakland Transit millage **will expand and maintain existing public transit services**, including transportation provided by the SMART bus system, Western Oakland Transportation Authority, North Oakland Transportation Authority and Older Persons Commission in the Rochester area.
- The millage funds **new service to key areas**, including major employment centers, healthcare campuses and local colleges and universities.
- The millage will **expand reservation-based service** – flexible transportation for seniors, people with disabilities, and veterans who need to make essential trips, such as doctor's appointments and grocery shopping.
- The millage will **expand app-based service** – on-demand transportation open to the general public, using small vehicles.
- Funds from the millage **will support transit services that specifically benefit Oakland County residents and businesses**.
- **Local service details will be developed collaboratively** with members of the public, community organizations, transit providers, local governments and county leadership.

### SERVING OAKLAND COUNTY

The Oakland Transit millage will connect residents to jobs, medical care, schools, shopping, and other essential destinations.

Millage funds will be distributed to **local transit providers in Oakland County** to continue existing services and expand transportation options, including:

- SMART
- North Oakland Transportation Authority (NOTA)
- Western Oakland Transportation Authority (WOTA)
- Older Persons Commission (OPC) in the Rochester area



*The Oakland Transit millage will appear on all Oakland County ballots on Nov. 8 and will serve as the replacement for the SMART millage levied in 24 communities across Oakland County.*

Learn more at [OakGov.com/OaklandTransit](https://OakGov.com/OaklandTransit)

INFORMATION ONLY



## About Smart

SMART is a people-focused company. We place customers and team members at the forefront of everything we do. We never lose sight of the human dignity that is due each one. Our focus is twofold: to be the best and most efficient at getting every customer where they need to go.

## Our Mission

To provide the Southeast Michigan region with high-quality, safe and cost-effective mobility that's designed to accommodate the unique personal needs and life challenges of all its citizens.

## Customer Service

Questions about schedules, routes, bus stop locations, how to ride the bus or any other information you need for your trip, please call the SMART Customer Care Department to talk with a representative at **866.962.5515**.

## Board of Directors

### Macomb County Representatives

Mr. John Paul Rea  
Macomb County  
Deputy County Executive

Ms. Vicki Wolber, Chairperson  
Macomb County  
Deputy County Executive

### Oakland County Representatives

Ms. Hilarie Chambers, Vice-Chairperson  
Oakland County  
Chief Deputy County Executive

Mr. Bret C. Rasegan  
Oakland County  
Manager, Planning

### Wayne County Representatives

The Honorable Abdul Haidous  
Wayne County  
Wayne County Commissioner

### Monroe County Representatives

Mr. Royce Maniko, AICP  
Monroe County  
Former Administrator/  
Chief Finance Officer

### Buhl Building

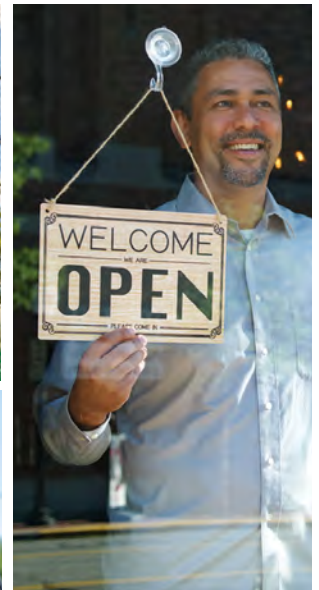
535 Griswold Street  
Suite 600  
Detroit, MI 48226  
313.223.2100

[smartmovesus.org](http://smartmovesus.org)

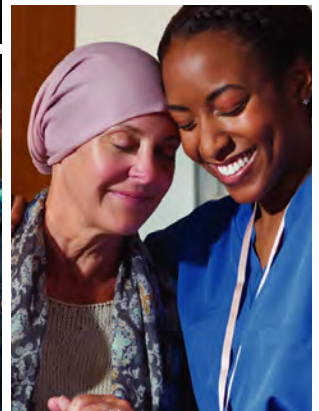
Connect with SMART



LIFE | SMART | YOU



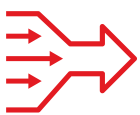
**VISION  
FOR  
MOBILITY**



INFORMATION ONLY

# A SMART FUTURE...

We are committed to creating and expanding mobility options for the region, working together with communities, residents, and businesses to develop a plan that is sustainable. We're also improving existing services and offering flexible on-demand services.



## Transform & Grow

Improve quality by streamlining services to enhance mobility options:

- More frequent, night and weekend Fixed Route service.
- New FAST routes.
- Diversification of fleet mix with larger and smaller vehicles to accommodate the needs of all users.
- Expanded SMART Flex On-Demand service to connect riders with convenient local and regional transportation.



## 15-30 Minutes

Average wait time for Fixed Route and On-Demand services.



## Economic Development Driver for the Region

- We're leveraging an additional \$1.34 for every \$1.00 of local funding bringing those tax dollars back to our region.
- Identify opportunities to support relocation efforts of businesses in SE Michigan.
- Increased access to jobs.
- Create inclusive business and contracting opportunities for minority/women/veteran/small businesses.
- Invest in business and capital projects such as new facilities, bus stop amenities and mobility hubs.
- Continued support of local community transit, providing vehicles and funding for residents.



## Adapt & Support

SMART is committed to the following upon passage of the millage:

- Work with community and transit partners to expand current services and increase operational efficiencies as soon as January 2023.
- Immediately begin public outreach to gather input from residents, businesses, local elected officials and community leaders to develop a mobility plan that is sustainable, accessible, and helps people maintain their independence.
- Phased implementation of the plan to allow for:
  - Hiring of staff/drivers/mechanics
  - Purchasing vehicles (currently up to 2 years from procurement)
  - Implementation of technology
- Be transparent and demonstrate the value of public transit in everything SMART does.



## We're Better Together

In this issue of *The Review*, we'll be talking about the many ways our local governments are working to make their communities more sustainable. In fact, everybody's talking about sustainability these days, right? But okay, let's be honest. Sustainability, as a term, is at risk of becoming just the latest buzzword, joining the ranks of carbon-neutral, biodegradable, eco-friendly, recyclable, and all the other terms that are so often used and misused they risk becoming meaningless—just a clever marketing ploy to greenwash (yep, there's another one) products, industries, and public practices so that everybody feels good about what they're doing without really doing anything at all.

So, let's pause a moment and consider. Sustainability is about developing processes that allow us to use our environmental, economic, and social resources without depleting those resources for the future.

Sustainability means we plan on sticking around for a long time. Not acting like bad renters who couldn't care less about trashing a house they don't own.

But sustainability also applies to our *human* resources. Our municipal employees aren't an infinite supply that can be easily discarded and replaced like a cheap plastic grocery bag (something we *also* need to reconsider). In particular, our village and city managers are an invaluable asset who, under the auspices of our elected officials, lead our municipalities and are expected to provide quality local services without interruption.

The pandemic has been hard on everyone. The current political climate makes things even more difficult. But it is particularly difficult on public sector managers who often find themselves the target of angry citizens who are looking for anyone who looks like "authority" to bring their grievances—real and imagined.

Leading a municipal staff is a difficult and challenging task even in the best of times, simply by nature of the beast. But it is even tougher in these times when the men and women who staff our public works, police, and fire departments have worked copious amounts of overtime for extended periods. Burnout is a real issue, far beyond what any of us have ever seen. Managers have also had to deal with public health issues like never before, performing a complex juggling act between municipal service needs, staff safety, and conflicting messaging from state and federal leadership on how to monitor and safeguard the general well-being of our communities at large.

And yes, councils and commissions can be difficult and demanding, whether due to pressures from their constituents, political infighting, or personal agendas. Managers can get caught in the middle. And we are also asking more out of our top executives, expecting them to perform miracles with tight budgets and lots of unknowns. What happens to our downtowns post-COVID? Will they come back? How are we going to attract cops and firefighters to fill ever-increasing vacancies as people retire (a *huge* problem)?

Despite all this, they remain dedicated professionals. I hear anecdotes from every corner of the state that speak to their leadership and abilities during challenging times. Lots of regulatory compliance. Lots of leading a weary work force. Lots of keeping nervous citizens informed.

The council-manager form of local government is supposed to reduce conflict and increase cooperation. It's what frees the council to focus on brokering community expectations while their administrator is free to act within the framework of expertise and professionalism, buffered from political pressures. The two sides don't always have to agree, and in fact, they shouldn't. Sometimes when a manager's professional judgement clashes with the demands of the citizenry, the result is a compromise solution and better public policy that benefits everyone. It's a healthy tension.

But too many competent managers have left or been fired because they couldn't meet unreasonable demands, or were the victims of petty infighting, or were offered up as scapegoats to public outcry.

So, councilmembers: give 'em support. Recognize all that is on their plate as chief administrators and make sure you're creating the best environment to tackle the needs of your community together.

For our part at the League, we remain dedicated to sharing best practices, guiding new thought, and advocating to get you the resources you need. Our ServeMICity program is a great example, where we provide workshops, technical and strategic assistance, and a comprehensive resource library to help our communities thrive, both now and into the future.

Now *that's* sustainability.



Daniel P. Gilmartin  
League Executive Director and CEO  
734.669.6302; dpg@mml.org





September 21, 2022

Dr. Embekkah Roberson – Superintendent  
Birmingham Public Schools  
31301 Evergreen Rd.  
Beverly Hills, MI 48025

Dr. Roberson,

I hope the new school year is off to a good start for you, your staff and students. In our meeting at Birmingham City Hall on Monday, August 8, 2022, we discussed the issue of school security at great length, including your request to secure a full-time School Resource Officer (SRO).

The City of Birmingham (City) and its police department have a long history of cooperation and service with the Birmingham Public Schools (BPS). The City and the police department have always prioritized student safety and have voluntarily aided BPS whenever assistance was requested and provided additional assistance on many occasions without being asked. This assistance goes well beyond providing BPS with an SRO. Whether it's additional patrols or personnel for athletic events, school social events (prom, homecoming, dances) or security concerns in general, the police department has always stepped up and assisted BPS. Most recently (in 2018), the police department strongly recommended that BPS adopt and implement the ALICE active shooter response program. BPS did adopt the program and the police department worked with BPS to successfully implement the program. After the tragic event at Oxford H.S., the police department supplied BPS with uniformed officers during morning arrival times, lunch breaks and afternoon dismissal times for over two weeks at Seaholm H.S.

The police department's dedication of a part-time school resource officer to BPS goes back at least 35 years. While no formal agreement has been in place, the school district has paid the City half of the SRO's compensation from the City in exchange for half of that officer's work time being dedicated to all of BPS's schools within City limits (Seaholm High School, Derby Middle School, Quarton Elementary School and Pierce Elementary School). The police department has never asked for additional compensation from BPS for services rendered as described earlier. If the police department assigns additional officers to any BPS school for any reason, the City has absorbed those costs. For example, in August of this year, BPS asked for an officer to be present at Seaholm H.S. for the first two weeks of school to assist with security. It was explained that BPS had not yet finalized a security vendor for the start of the school year and was in the process of hiring a new security director. At no cost to BPS, the police department posted an officer at Seaholm for two weeks as requested.

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530-1800 • Fax (248) 530-1080 • [www.bhamgov.org](http://www.bhamgov.org)*

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Again, the level of cooperation provided by the police department to BPS has always been strong and both jurisdictions have always prioritized student health, welfare and safety.

In terms of the timeline for the requesting of a full time SRO, the following occurred:

1. Chief Mark Clemence from our police department and Director of Public Safety Richard Torongeau from the Village of Beverly Hills met BPS Deputy Superintendent Mark Lineburg for the first time on March 18, 2022 at the BPS administration building. When the issue of supplying a full time SRO came up, both police leaders informed Dep. Superintendent Lineburg that the current arrangement is working well and that neither department felt the need for a change based on caseload, other juvenile case obligations and past experience. Furthermore, the budget cycle for the two communities had already commenced for the 2022-2023 fiscal year (Birmingham Police budget was approved by me on February 8, 2022 and formally approved by the City Commission on June 13, 2022).
2. Chief Clemence did inform me of the wishes of BPS for a full-time SRO with no increase in financial support from BPS.
3. On April 12, 2022, BPS held a Safety Review Committee meeting at the BPS administration building. BPD and Beverly Hills Public Safety Department (BVDPS) were not invited to the meeting. After the fact, both departments were sent emails indicating that it was a clerical error that the departments were not invited and another meeting was set up for April 22, 2022.
4. On April 22, 2022, a meeting was held with Chief Clemence and Director Torongeau with Dep. Superintendent Lineburg. Security protocols were discussed. When the issue of each community providing a full time SRO came up, both Chief Clemence and Director Torongeau again reiterated the same information from the meeting of March 18, 2022. Chief Clemence did inform me that the issue of a full-time SRO was again discussed at the meeting and requested by BPS with no increase in financial support from BPS.
5. A meeting was held on June 6, 2022, at the BPS administration building with Chief Clemence, Director Torongeau, Dep. Superintendent Lineburg and Superintendent Roberson. BPS shared a PowerPoint detailing their comprehensive security/mental health/wellness plan. It was noted that BPS had not yet selected a security vendor to provide security services and that they were in the process of recruiting and hiring a new security director. The issue of a full-time SRO was again brought up and both police leaders again reiterated the same information previously discussed. Superintendent Roberson asked Chief Clemence for someone that she could talk to at the City and the chief referred her to me.
6. On August 8, 2022, Superintendent Roberson, Dep. Superintendent Lineburg, Chief Clemence and I met at Birmingham City Hall. After some discussion, BPS requested a full-time SRO from the City with no associated increase in funding for the position. Several points were discussed:
  - a. If the police department were to assign a full time SRO to exclusively handle only BPS cases, how would the remaining private schools and their associated juvenile populations be serviced by the police department? This also brought to light other investigations handled by the SRO as to non-school related juvenile investigations that are a part of that officer's purview of responsibility.
  - b. There is no current contract or "Memorandum of Understanding" (MOU) between the City and BPS. It would seem prudent to first meet and discuss creating and agreeing to a

contract or MOU to formalize the relationship and come to terms with what the roles and responsibilities are for the current SRO.

- c. BPS was told from the very first meeting that the timing of their request (March 18, 2022) for a full time SRO would make it extremely difficult for either community to budget appropriately for a full-time SRO position given each community's budget cycle. There is the additional question of BPS requesting a full-time SRO, but not wanting to fund that position. Even if the money situation were to be resolved, each department would have to conduct a hiring process, locate a candidate and train that candidate. This process could take 4 to 8 months.
- d. The student population of BPS (Birmingham Schools) consists of children from numerous other communities, not just Birmingham. BPS students come from Bloomfield Twp., Beverly Hills, Troy, Bingham Farms, Franklin and West Bloomfield. Clearly, having BPS fund the SRO position creates greater equity because property owners in the geographic areas encompassing the BPS district would be responsible for paying school related taxes. To place the entire burden of the SRO program on the City and the Village of Beverly Hills is financially inequitable.
- e. The current system in place is working and has been working well. BPS has indicated that their biggest complaint is that they do not feel the SRO spends enough time inside the schools. BPS has indicated that they believe the presence of an SRO in the high school on a daily basis would be very beneficial to the staff and students. BPS already has a contingent of social work professionals on site and there has been no indication that the SRO has not addressed any criminal or anti-social behavior issues. Additionally, as previously mentioned, the police department will assign officers as needed to address security concerns that arise and have mutual aid agreements in place with outside law enforcement agencies if an act of violence were to occur. How would the SRO service the other BPS schools?
- f. To date, it is my understanding that BPS terminated their security services vendor that previously served the district last year. However, it is also my understanding that BPS has not chosen a new security vendor for the present school year. BPS has selected a new security director, but that person will not be able to assume to position until October 1, 2022. Current security measures for the schools are being handled internally by BPS staff and with additional attention being given to the schools by the police department.
- g. BPS has entered into an MOU with the Beverly Hills Public Safety Department for a full time SRO as of August 16, 2022. A review of this document by both myself and Chief Clemence have found a number of concerns that would make it unacceptable to our community. According to Beverly Hills staff, BPS is reimbursing about 70% of the cost of the full-time SRO position. Beverly Hills staff also reports that they will review the agreement after a year to determine the adequacy of the BPS reimbursement. Apparently, despite the BH Director of Public Safety's concerns the Director was subsequently overruled.

The City and the City's police department understand that children should be provided with a safe environment to attend school. It is the responsibility of any school district to try to the best of their ability to provide this safe environment. Our City's police department has a long history of collaborating with and assisting BPS to accomplish this mission. I would suggest that BPS and City

staff meet to formalize an MOU to address the current SRO arrangement and that the current SRO staffing level be maintained. As soon as BPS has their security program in place, the police department will work with the selected security vendor and/or security director to assist them in on-site security for BPS as well as community based safety and security. If BPS desires to have the City's police department play a larger role in providing for the safety and security of staff and students, the topic could be discussed at a future time that would allow for proper planning, historical perspective, financial accountability, operational analysis and public input.

Sincerely,

Thomas M. Markus  
City Manager