

**DRAFT BIRMINGHAM CITY COMMISSION AGENDA**  
**NOVEMBER 14, 2022**  
**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**

- Proclamation recognizing the late Roger Reynolds for his service to the community.
- The City recommends members of the public wear a mask if they have been exposed to COVID-19 or have a respiratory illness. City staff, City Commission and all board and committee members must wear a mask if they have been exposed to COVID-19 or actively have a respiratory illness. The City continues to provide KN-95 respirators and triple-layered masks for attendees.
- The Clerk's Office would like to thank all of the Election Inspectors and City Staff that helped conduct a safe and successful November 8th State General Election. We appreciate all of the 12,680 voters who participated by absentee or in-person voting. 66.75% of Birmingham registered voters participated, which exceeds the Oakland County turnout average of 60.75%. Unofficial results are available at oakgov.com/elections under the November election tab. Official results will be available after the completion of the canvass of the Oakland County Board of Canvassers.

**Organization of City Commission**

- A. Election of Temporary Chair of City Commission for purposes of conducting the Mayor and Mayor Pro Tem election.
- B. Election of Mayor and Mayor Pro Tem:
  - 1. Acceptance of nominations for Mayor from City Commissioners
  - 2. Election of Mayor
  - 3. Acceptance of nominations for Mayor Pro Tem from City Commissioners
  - 4. Election of Mayor Pro Tem
- C. Oath of Office to Mayor and Mayor Pro Tem
- D. Comments by newly elected Mayor and Mayor Pro Tem
- E. Presentation to outgoing Mayor Commissioner Longe by new Mayor
- F. Comments by Commissioner Longe

**INTERMISSION**

- G. Appointment of \_\_\_\_\_, Mayor, to the Retirement Board.
- H. Appointment of \_\_\_\_\_, Mayor Pro Tem, to the Retirement Board.
- I. Appointment of \_\_\_\_\_, Mayor, to the Retirees Health Care Fund Committee.

- J. Appointment of \_\_\_\_\_ (Mayor or his/her assignee), to the Triangle District Corridor Improvement Authority. *Member shall be appointed by the Mayor, subject to approval by the City Commission.*
- K. Appointment of \_\_\_\_\_, to SEMCOG as Delegate. *Must be an elected official.*
- L. Appointment of \_\_\_\_\_, to SEMCOG as Alternate. *May be an elected official, staff or individual selected by the member.*

#### **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. Approval of the minutes from the Strategic Planning Workshop on Tuesday, October 11, 2022.
- B. Approval of City Commission minutes from October 24, 2022.
- C. Approval of warrant list, including Automated Clearing House payments, of October 26, 2022 in the amount of \$1,387,875.21.
- D. Approval of warrant list, including Automated Clearing House payments, of November 2, 2022 in the amount of \$642,163.98.
- E. Approval of warrant list, including Automated Clearing House payments, of November 9, 2022 in the amount of \$646,282.69.
- F. Resolution to approve the purchase of one (1) Xtreme Vac Model LCT600 from MTECH Company, located at 7401 First Place, Cleveland, Ohio 44146, through the Sourcewell Cooperative Purchase Agreement Contract #3031121-ODB, in the amount not to exceed \$79,047.19. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0- 441.006.971.0100.
- G. Resolution to approve the City Manager's authorization for the emergency expenditure related to the repair of vehicle #211, pursuant to Sec. 2-286 of the City Code. The manufacturer, and sole-source provider, Cummins Bridgeway, provided the parts and labor, which will be charged to the Equipment Maintenance account #641-441.006-933.0200, in the amount not to exceed \$10,249.07.
- H. Resolution awarding the contract to Wiss, Janney, Elstner Associates, Inc. for the proposed Repair Design & Construction Document Development for Park, Peabody, Pierce, Chester, and North Old Woodward parking Structures in the amount of \$631,400.00; further, to charge the contract to each structure's capital outlay account as costs are incurred. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.
- I. Resolution to set December 19, 2022 as the public hearing date for the Program Year 2023 Community Development Block Grant Program.

- J. Resolution to set December 19, 2022 as the public hearing date for the reprogramming of program year 2019 Community Development Block Grant (CDBG) funds.
- K. Resolution to approve a 1 year agreement with the Michigan Department of Transportation (MDOT) for Governmental Agencies as written on MDOT Form 2207B (05/21), and authorizing the following titles to apply to MDOT for the necessary Annual Permit, and other Individual Permits for work within the State Highway Right-of-Way on behalf of the City of Birmingham; Director of Public Services, Parks and Recreation Manager, Public Services Manager, Parks and Forestry Foreman and Assistant Foreman, Streets Sewer and Water Foreman, Assistant City Engineer and City Engineer. In addition, to authorize the City Clerk to sign the certification of the Performance Resolution for Governmental Agencies form required for the Annual Permit on behalf of the City.
- L. Resolution to prepay in full the assessment for the Evergreen-Farmington Sanitary Drain Drainage District, Corrective Action Plan Phase II Project CWSRF Project Number 5834-01 in the amount of \$140,294.00 and to authorize the Mayor and City Clerk to sign the resolution on behalf of the City and to notify the Drain Board by November 30, 2022 of the intent to prepay along with the completed resolution, further charge this assessment to account number 590.0-537.000-811.0000, and further appropriate and amend the 2022-2023 Sewer Fund budget as follows:
- Revenues:
- |                        |                        |           |
|------------------------|------------------------|-----------|
| Draw from Net Position | 590.0-000.000-400.0000 | \$140,300 |
|------------------------|------------------------|-----------|
- Expenses:
- |  |                        |           |
|--|------------------------|-----------|
| Public Works – Other Contractual Service | 590.0-537.000-811.0000 | \$140,300 |
|--|------------------------|-----------|
- M. Resolution to approve a Grant Agreement with the Michigan Humanities Council for funding for the Birmingham Museum's "The Underground Railroad and Abolition Movement in Southern Oakland County-Traveling Exhibit and Website" project, in the amount of \$14,475. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.
- N. Motion adopting amended ordinance Chapter 74 – Article VI Offenses Against Public Safety, Sec. 74-194 Use of consumer fireworks prohibited, and make a motion adopting amended ordinance Chapter 1, General Provisions, Sec. 1-9, General Penalty (b).
- O. Resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Wilders, LLC, to approve the transfer of the Class C Liquor License from Ren's East Lake Chinese Restaurant, Inc. to Wilders, LLC. With a new SDM Liquor License, Sunday Sales permit (AM and PM) and Outdoor Service area on public property to Wilders, LLC that will be located at 460 N Old Woodward, Birmingham, Oakland County, MI.

## **VI. UNFINISHED BUSINESS**

## **VII. NEW BUSINESS**

### **A. Public Hearing of Confirmation of the Roll for BSD Assessment District**

1. Resolution confirming special assessment Roll No. 900 for 2023, 901 for 2024, 902 for 2025, and 903 for 2026 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 900, has been heretofore prepared for collection and Roll 901 for 2024, Roll 902 for 2025 and Roll 903 for 2026 shall be prepared for collection in the respective years, 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 in 2023 – 2026 and the Commission Resolution 10-247-22 provided it would meet this 14th day of November, 2022 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this November 14, 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. 900 for 2023, Roll No. 901 for 2024, Roll No. 902 for 2025, and Roll No. 903 for 2026 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 the start of each calendar year from 2023 – 2026.

BE IT FURTHER RESOLVED, that for each year of such special assessments, the assessments shall be payable in one (1) installment payments for collection at the start of each calendar year from 2023 – 2026 as provided in Section 94-10 of the Code of the City of Birmingham.

- B. Motion adopting the Charter amendment in Chapter VI. Contracts in accordance with the ballot language of the November 8, 2022 General Election and adopting the amended City ordinance Chapter II. Administration, Article VI. Finance Division, Division II. Purchases, Contracts and Sales, in addition, to authorize the Mayor and City Clerk to sign the proposed ordinance amendments.
- C. Resolution to approve the Ground Lease between the City of Birmingham, the Original Hunter House Hamburgers, Inc., and Select Commercial Assets Hospitality, LLC. for the leasing of City property for the privilege and purpose of utilizing City property for parking cars for patrons of Original Hunter House Hamburgers, Inc. located at 35075 Woodward Avenue, Birmingham, Michigan in the amount of \$5,042.00 per month, and for the immediate transfer of the lease to Select Commercial Assets Hospitality, LLC upon all site plan approvals and the issuance of all necessary permits to begin construction, in the amount of \$60,500.00 per year, in addition, to authorize the Mayor and City Clerk to sign the lease on behalf of the City.



- D. Resolution to sanction Mr. Oh for nonconformity with the Ethics Ordinance and to determine that the appropriate sanction ordered by the City Commission be \_\_\_\_\_.
- E. Resolution to approve the City's strategic goals and direct the City Manager to begin implementing the strategic goals.
- F. Resolution approving the settlement agreement dated September 29, 2022 between the City and MAP 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 Police department.
- G. Resolution to approve the Second Amended Interlocal Agreement for the Mental Health Co-Response Team between the City of Birmingham, the Township of Bloomfield, the City of Auburn Hills, the City of Rochester and the Oakland County Health Network (OCHN). In addition, to authorize the Mayor and the Chief of Police to sign the agreement on behalf of the City.
- H. Commission discussion on items from prior meeting.  
(none)
- I. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

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

#### **IX. COMMUNICATIONS**

- A. Leaf Blower Communication from Mr. Alan Rogers

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

#### **XI. REPORTS**

- A. Commissioner Reports
  - 1. Notice of Intention - Alternate Museum Board Member
  - 2. Notice of Intention - Alternate Board of Zoning Appeals Member
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
  - 1. 1st Quarter Investment Report
  - 2. 1st Quarter Budget Report

#### **INFORMATION ONLY**

#### **XII. ADJOURN**

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

*NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.*

*Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:2485301880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).*



## PROCLAMATION

**WHEREAS,** the City of Birmingham lost a valued member of the business community on November 4, 2022, with the passing of Roger Reynolds; and

**WHEREAS,** Roger Reynolds opened the Neighborhood Hardware store in 1953; and

**WHEREAS,** Roger and the Reynolds family welcomed Birmingham residents with friendly, exemplary customer service for sixty years;

**THEREFORE,  
BE IT RESOLVED** the Birmingham City Commission extends its appreciation and gratitude to the family of Roger Reynolds for his years of contributions to the City as the owner of Neighborhood Hardware.

*On Behalf of the City of Birmingham and the  
residents of Birmingham this 14<sup>th</sup> day of November,  
2022.*

Therese Longe, Mayor

**Birmingham City Commission - Workshop Meeting Minutes**

**DRAFT** Wednesday, October 11, 2022

**Baldwin Public Library – 300 W. Merrill – Rotary Room**

**7:00 P.M.**

**Vimeo Link: <https://vimeo.com/759604195>**

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

Mayor Therese Longe called the meeting to order at 7:00 p.m.

**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

Staff: City Manager Markus; City Clerk Bingham, Police Chief Clemence, Assistant City Manager Ecker, Assistant to the City Manager Fairbairn, Finance Director Gerber, City Attorney Kucharek

Strategic Planning Facilitator:  
Lew Bender

**III. PRESENTATION & COMMUNITY ENGAGEMENT**

The Mayor welcomed everyone and thanked them for attending.

Dr. Bender summarized the strategic planning steps that had been taken thus far.

The Commission and Staff then discussed how to prioritize the topics raised by Staff, the Commission, and the public provided throughout the strategic planning process.

Dr. Bender wrote out the Commission's and Staff's recommendations for future areas of focus.

Commissioners and Staff provided closing thoughts on the process.

Dr. Bender commended AtCM Fairbairn on her organization of the process.

Staff and the Commission thanked Dr. Bender for his facilitation of the process.

**IV. ADJOURN**

Seeing no further comment, Mayor Longe adjourned the meeting at 9:00 p.m.

Alexandria Bingham  
City Clerk



Laura Eichenhorn  
City Transcriptionist

DRAFT

## **Birmingham City Commission Minutes**

**DRAFT** October 24, 2022

**Municipal Building, 151 Martin**

**7:30 p.m.**

**Vimeo Link:** <https://vimeo.com/763779112>

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

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

### **II. ROLL CALL**

City Clerk Bingham called the roll.

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

Absent: None

Staff: City Manager Markus; City Clerk Bingham, City Engineer Coatta, Senior Planner Cowan, Planning Director Dupuis, Assistant City Manager Ecker, Parking Systems Manager Ford, Building Official Johnson, City Attorney Kucharek, Parks and Recreation Manager Laird, Human Resources Manager Lambert, Birmingham Shopping District Director Sheppard-Decius, Assistant City Engineer Zielinski

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

#### **Announcements**

- The City recommends members of the public wear a mask if they have been exposed to COVID-19 or have a respiratory illness. City staff, City Commission and all board and committee members must wear a mask if they have been exposed to COVID-19 or actively have a respiratory illness. The City continues to provide KN-95 respirators and triple-layered masks for attendees.
- The City Clerk's Office will be open on Saturday, November 5, 2022 from 8am-4pm for your last minute absentee voting needs. The deadline to request and receive an absentee ballot by mail is 5pm Friday, November 4. The deadline to obtain an absentee ballot in person at the City Clerk's Office is no later than 4pm on November 7. 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.
- Happy Birthday Commissioner Haig!
- County Commissioner Comments regarding the County Transit Millage.

#### **Appointments**

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

#### **10-253-22 Appointment of Pierre Yaldo to the Board of Zoning Appeals**

The Commission interviewed Pierre Yaldo for the appointment.

**MOTION:** Nomination by MPT Boutros:

To appoint Pierre Yaldo as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2025.

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

Nays, None

#### **10-254-22 Appointment of Ron Reddy to the Board of Zoning Appeals**

The Commission interviewed Ron Reddy for the appointment.

**MOTION:** Nomination by Commissioner Schafer:

To appoint Ron Reddy as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2025.

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

Nays, None

#### **10-255-22 Appointment of Richard Lilley to the Board of Zoning Appeals**

Mr. Lilley was unable to attend. The Commission chose to proceed given Mr. Lilley's prior experience on the Board of Zoning Appeals.

**MOTION:** Nomination by Commissioner Host:

To appoint Richard Lilley as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2025.

VOICE VOTE: Ayes, Mayor Longe  
MPT Boutros

Commissioner Baller  
Commissioner Haig  
Commissioner Host  
Commissioner McLain  
Commissioner Schafer

Nays, None

**10-256-22 Appointment of Mark Doolittle to the Multi-Modal Transportation Board**

The Commission interviewed Mark Doolittle for the appointment.

**MOTION:** Nomination by Commissioner McLain:  
To appoint Mark Doolittle as a regular member to the Multi-Modal Transportation Board to serve the remainder a three-year term to expire March 24, 2023.

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

Nays, None

**10-257-22 Appointment of Patrick Hillberg to the Multi-Modal Transportation Board**

The Commission interviewed Patrick Hillberg for the appointment.

**MOTION:** Nomination by Commissioner Host:  
To appoint Patrick Hillberg as an alternate member to the Multi-Modal Transportation Board to serve a three-year term to expire October 27, 2025.

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

Nays, None

**10-258-22 Appointment of Gordon Davies to the Multi-Modal Transportation Board**

The Commission interviewed Gordon Davies for the appointment.

**MOTION:** Nomination by Commissioner Haig:



To appoint Gordon Davies as an alternate member to the Multi-Modal Transportation Board to serve a three-year term to expire October 27, 2025.

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

Nays, None

#### **10-259-22   Appointment of Amy Pohlod to the Birmingham Shopping District**

The Commission interviewed Amy Pohlod for the appointment.

**MOTION:**     Motion by MPT Boutros:

To concur with the City Manager's appointment of Amy Pohlod to the Birmingham Shopping District Board, who has an interest in property in the district, to serve for a 4-year term expiring November 16, 2026.

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

Nays, None

#### **10-260-22   Appointment of Caroline Ashleigh to the Museum Board**

The Commission interviewed Caroline Ashleigh for the appointment.

**MOTION:**     Nomination by Commissioner Baller:

To appoint Caroline Ashleigh to the Museum Board as a regular member to serve the remainder of a three-year term to expire July 5, 2023.

VOICE VOTE:           Ayes, Mayor Longe  
                              Commissioner Baller

                              Nays, Commissioner Schafer  
                                      Commissioner Host  
                                      Commissioner McLain  
                                      MPT Boutros  
                                      Commissioner Haig

The Mayor encouraged Ms. Ashleigh to apply for the alternate position vacated by Ms. Harris.

## **10-261-22 Appointment of Alexandra Harris to the Museum Board**

The Commission interviewed Alexandra Harris for the appointment.

**MOTION:** Nomination by Commissioner Host:

To appoint Alexandra Harris to the Museum Board as a regular member to serve the remainder of a three-year term to expire July 5, 2023.

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

Nays, Mayor Longe  
Commissioner Baller

The City Clerk swore in all present appointees. It was noted that the City Clerk would contact any appointees who were absent to be sworn in at a later date.

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

A resident of 1468 Southfield asked the Commission to consider raising the minimum condition standards for older residential buildings in the community.

Cindy Summers spoke about an issue relating to the Baldwin House and asked the Commission to consider implementing an ordinance protecting the 'right to renew' for residential tenants.

Mary Ryan Taras and Linda Solomon spoke about an issue relating to the Baldwin House.

Tim Hunt, Chief Operating Officer of the Community House, spoke about an issue relating to the Baldwin House.

### **V. CONSENT AGENDA**

#### **10-262-22 Consent Agenda**

The following items were pulled from the Consent Agenda:

CA Kucharek: Item F – POWERPHONE Services for Emergency Medical Dispatching

**MOTION:** Motion by MPT Boutros, Commissioner Schafer:

To approve the Consent Agenda excluding Item F.

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

Nays, None

- A. Resolution to approve the City Commission workshop meeting minutes of October 3, 2022.
- B. Resolution to approve the City Commission meeting minutes of October 3, 2022.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 5, 2022, in the amount of \$438,162.55.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 12, 2022, in the amount of \$2,678,898.53.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 19, 2022, in the amount of \$2,074,761.24.
- G. Resolution to approve the payment of \$35,000.00 to Wiss, Janney, Elstner Associates, Inc. (WJE) for Change Order Fees related to the 2021 Parking Structure Construction Period Services and charge the following accounts:

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
514.1-594.003-977.0000	Park Street - Buildings	\$2,000.00
514.1-594.004-977.0000	Peabody Street - Buildings	\$8,70.00
514.1-594.005-977.0000	North Woodward - Buildings	\$11,170.00
514.1-594.008-977.0000	Chester Street - Buildings	\$13,130.00
Total:		\$35,000.00

- H. Resolution to approve the purchase of a Brush Bandit Intimidator 15XP, from Bandit Industries, Inc., located at 6750 Millbrook Road, Remus, MI 49340, through the State of Michigan MiDeal extendable purchasing contract #171-190000000301, in the amount not to exceed \$55,944. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.
- I. Resolution to approve the purchase of one (1) Toro Proforce Debris Blower from Spartan Distributors, through the OMNIA Cooperative Purchasing Agreement #2017025, for an amount not to exceed \$9,829.56. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.
- J. Resolution to approve the purchase of a one-year subscription of Cartegraph Solutions Software with Cartegraph Systems for a cost not to exceed \$31,360. Funds are available from the Sewage Disposal account, #590.0-538.000-811.0000, Water System account #591.0-545.000-811.0000, and General Fund, Parks Other Contractual Service account, # 101.0-751.811.0000 for this service. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of notarized signatures and proof of required insurance from Cartegraph.
- K. Resolution to approve the purchase and planting of one hundred and forty-four (144) trees from KLM Landscape for the Fall 2022 Tree Purchase and Planting Project for a total project cost not to exceed \$64,260.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203.0-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202.0-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203.0-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202.0-449.005-729.0000 for these

services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

- L. Resolution to approve the purchase of two (2) 2023 Ford Explorers from Garno Ford, located at 22025 Allen Road, Woodhaven, MI 48183, under the State of Michigan MiDeal Cooperative Purchase Agreement #4WDU-00S0A, in the amount not to exceed \$79,104 for both vehicles. Funds for this purchase are available in the FY 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.
- M. Resolution to approve the purchase of (355) meter replacement batteries in the amount not to exceed \$182,825 from Etna Supply Company located at 2158 Gratiot Avenue, Detroit, MI 48207. Funds for this purchase are available in the Meter Shop- Meter account #591.0-541.000-747.0000.
- N. Resolution to approve the purchase of the fertilizers and other turf products for Lincoln Hills and Springdale Golf Courses from Harrell's for \$24,000, Target Specialty Products for \$24,000, and Great Lakes Turf for \$9,000, with the total amount of all purchases not to exceed \$57,000 from all three vendors combined. Funds for this purchase are available in #584.1-753.001-729 and 584.2-753.001-729.
- O. Resolution to confirm the City Manager's authorization for the emergency expenditure related to sewer repair north of Warren Court by D'Angelo Brothers Inc., which is located at 30836 West 8 Mile Road, Farmington Hills, MI 48336, for a cost of \$14,334.04 to be charged to Sewer Fund account #590.0-538.000-811.0000, pursuant to Sec. 2-286 of the City Code.
- P. Resolution to confirm the City Manager's authorization for the emergency expenditure related to sewer repair along the south side of Redding Road west of Pilgrim Avenue by D'Angelo Brothers Inc., which is located at 30836 West 8 Mile Road, Farmington Hills, MI 48336, for a cost of \$7,293.23 to be charged to Sewer Fund account #590.0-538.000-811.0000, pursuant to Sec. 2-286 of the City Code.
- Q. Resolution to approve the project budget increase for Contract #10-22 (SW), 2022 Trip Hazard Elimination Program, by \$50,000.00 to a total budget of \$245,000.00, for work to be completed through June 30th, 2023. Funding for this project has been budgeted in account # 101.0-444.000-981.0100.
- R. Resolution to authorize the City Clerk to complete the Local Approval Notice at the request of BHIP Townsend Hotel, LLC to approve the request of BHIP Townsend Hotel, LLC to transfer the ownership in the Townsend Hotel which holds the Class B Hotel and SDM License with Sunday Sales (AM and PM), One Outdoor Service Area Permit and One Outdoor Service Area on Public Property Permit, Dance/Entertainment Permits, catering Permits, Six additional Bar Permits and Official Permit (Food) located at 100 Townsend, Birmingham, Oakland County, MI from THC Investors Limited Partnership to BHIP.
- S. Resolution to approve the lease between the City of Birmingham and THC Investors Limited Partnership for the leasing of public property for valet services for the Townsend Hotel on Merrill and Townsend Street, in the amount of \$23,328 per year, with a one-year term, with the addition of the illustration presented as Exhibit A; and further, to direct the Mayor and City Clerk to sign the lease agreement on behalf of the City.

AND

Resolution to approve the assignment of the Townsend Hotel lease agreement from THC Investors Limited Partnership to BHIP Townsend Hotel, LLC; and further, to direct the Mayor and City Clerk to sign the assignment of the lease agreement on behalf of the City.

- T. Resolution to set a public hearing date of December 5th, 2022 to consider the proposed Zoning Ordinance Amendment to Article 3, Section 3.04(D)(3) of the Downtown Overlay Parking Requirements to allow nonresidential uses in the D4 Zone located outside of the former parking assessment district to reduce or eliminate parking requirements under the provision of a Special Land Use Permit.
- U. Resolution to set a public hearing date of November 28th, 2022 to consider ordinance amendments to Article 1, Table B of the Sign Ordinance to add language to permit projecting signs to be located no higher than the sign band and no less than 8 ft. above grade.

## **VI. UNFINISHED BUSINESS**

## **VII. NEW BUSINESS**

### **10-263-22 Public Hearing of Necessity - Birmingham Shopping District Special Assessment District Renewal**

The Mayor opened the public hearing.

ACM Ecker presented the item.

Sam Surnow, member of the Birmingham Shopping District (BSD) Board, spoke in support of the request.

#### Public Comment

Kamran Karimpour, owner of Birmingham Design Studio, said he would like to see more marketing on behalf of the businesses along S. Old Woodward.

CM Markus encouraged Mr. Karimpour work with the BSD Board on possibly increasing the marketing of S. Old Woodward businesses.

Mr. Surnow concurred with CM Markus, and added that attracting significant retailers and maintaining the City's aesthetics benefit all Birmingham businesses.

Ms. Pohlod, member of the BSD Board, concurred with Mr. Surnow. She also invited Mr. Karimpour to attend the BSD's marketing meetings.

The Mayor closed the public hearing.

In reply to Commission comment, ACM Ecker stated she would have to let the Commission know the retail and office occupancy rates for 2021 and the BSD's total revenue with the proposed budget increase would be approximately \$1.2 million.

Commissioner Baller voiced his support of the request. MPT Boutros concurred.

**MOTION:** Motion by MPT Boutros, seconded by Commissioner Haig:

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 Birmingham Shopping Districts 1 and 1A. And, the City Commission will meet on

Monday, November 14, 2022 at 7:30 P.M. for the purpose of conducting the Confirmation of the Assessment Roll for the Birmingham Shopping District Special Assessment for properties within the Birmingham Shopping Districts 1 and 1A.

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

Nays, None

**10-264-22                    Public Hearing for 100 Townsend – Townsend Hotel – Special Land Use Permit Amendment (Ownership Change)**

The Mayor opened the public hearing.

PD Dupuis presented the item.

Kelly Allen, attorney, and Sheldon Yellen, one of the principals of BHIP Townsend Hotel, LLC spoke on behalf of the request.

Ms. Allen thanked Staff for their work on this item.

Mr. Yellen briefly spoke about his history with the City and his excitement about being part of the Townsend's ownership team.

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

**MOTION:**                    Motion by MPT Boutros, seconded by Commissioner Haig:  
To adopt a resolution to approve a Special Land Use Permit Amendment 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; and further to direct the Mayor and City Clerk to sign the Special Land Use Permit agreement on behalf of the City.

MPT Boutros congratulated Mr. Yellen.

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

Nays, None

**10-265-22                    Public Hearing to amend 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**

The Mayor opened the public hearing.

PD Dupuis presented the item.

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

PD Dupuis then answered brief informational questions from the Commission.

The Mayor noted that this change would allow new construction to have reduced energy consumption moving forward.

Commissioner Baller thanked PD Dupuis for linking to the relevant agendas and minutes as part of his report. The Mayor commented that linking the the agendas and minutes instead of excerpting them directly was also a more environmentally friendly option.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner McLain:  
To adopt an ordinance to amend 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.

Commissioner Host said it was nice to see this item completed.

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

Nays, None

**10-266-22 Public Hearing to amend 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.**

The Mayor opened the public hearing.

PD Dupuis presented the item.

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

BO Johnson and PD Dupuis answered brief informational questions from the Commission.

**MOTION:** Motion by Commissioner Host, seconded by Commissioner Baller:

To adopt an ordinance to amend 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.

Commissioner Host complemented PD Dupuis and BO Johnson on recommending this change.

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

Nays, None

PD Dupuis credited CP Blizinski with the majority of the work on preparing this item.

**10-267-22                    W. Brown Street & Chester Street Enhanced Safety Features**

SP Cowan presented the item and answered brief informational questions from the Commission.

**MOTION:**                    Motion by MPT Boutros, seconded by Commissioner Host:

To adopt a resolution to approve the striping of eastbound Brown Street to delineate the existing parking lane with a solid white line from Stanley to Chester Street, add a "Turning Vehicles Yield to Pedestrians" sign on the southbound Chester St. approach, add "Pedestrian Crossing Ahead" signs in advance of the Chester St. and Henrietta Street intersections, and reduce the traffic lanes of Chester Street from 4 lanes to 2 lanes between Townsend Street and W. Brown by adding metered on-street parking in place of the former vehicular lanes.

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

Nays, None

**10-268-22                    W. Brown Street & Chester Street Enhanced Safety Features**

SP Cowan presented the item and answered brief informational questions from the Commission.

Commissioner Baller recommended the Commission explore opening Chester at W. Brown in the future.

**MOTION:**                    Motion by MPT Boutros, seconded by Commissioner Host:

To adopt a resolution to approve the striping of eastbound Brown Street to delineate the existing parking lane with a solid white line from Stanley to Chester Street, add a "Turning Vehicles Yield to Pedestrians" sign on the southbound Chester St. approach, add "Pedestrian Crossing Ahead" signs in advance of the Chester St. and Henrietta Street intersections, and reduce the traffic lanes of Chester Street from 4 lanes



to 2 lanes between Townsend Street and W. Brown by adding metered on-street parking in place of the former vehicular lanes.

Commissioner McLain advised the public that the evening's agenda packet had more information explaining the reasoning behind these changes.

Commissioner Baller said he was surprised not to see anyone from the neighborhood speaking on the proposal since it could allow for the opening of Chester at W. Brown in the future.

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

Nays, None

**10-269-22           Brown Street Lane Reduction between S. Old Woodward & Woodward Avenue**

SP Cowan presented the item.

SP Cowan, ACE Zielinski, Brad Strader, MKSK, and Julie Kroll, F&V, answered brief informational questions from the Commission.

Ms. Kroll clarified that the right turn cut-in to the Jax Kar Wash parking lot would be present in both Alternative A and Alternative B, even though the right turn was inadvertently omitted from the diagram of Alternative B.

It was noted that the aforementioned right turn would be for employees only to access employee parking.

The Mayor recommended that the aforementioned right turn be signed to notify Jax patrons that a left turn should not be made into that portion of the parking lot.

ACE Zielinski noted that the proposed small traffic island would make it much more difficult for vehicles to make an illegal left into the parking lot.

Commissioner Baller said these proposed changes would represent a significant improvement to this area. He said he would be willing to support Alternative B because the parking spaces could be useful in that area and the City's consultants did not advise against new spaces.

Ms. Kroll confirmed that if the two parking spaces shown in Alternative B were restricted to short-term parking, the spaces would be appropriate for the present land use and would pose no hazard.

CM Markus said adding the two spaces would be inconsistent with the City's policy of not providing on-street parking for a specific use. He noted that the two spaces would also remove existing green space, and that there was a parking deck right across the street from the two proposed spaces.

Mr. Strader noted that the MMTB's recommendation was based on the same facts CM Markus was highlighting. Mr. Strader explained that Police Department was also not in favor of creating a short-term parking enforcement zone for those two spaces.

Commissioner Host noted that adding the two parking spaces could increase the possibility of vehicular conflict.

Mr. Strader confirmed that would be possible.

Commissioner Haig said he was not in favor of Alternative B for the reasons described by CM Markus.

**MOTION:** Motion by Commissioner Haig, seconded by Commissioner Host:  
To adopt a resolution to approve the reconfiguration of E. Brown Street reduced to one lane eastbound at Woodward Ave with an extended sidewalk, a midblock pedestrian crossing, and an additional median as illustrated in Alternative A.

Commissioner Host said these changes would make the area safer and more walkable.

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

Nays, None

#### **10-270-22 Lease Agreement with Hunter House Hamburgers**

CA Kucharek presented the item.

Commissioner Baller stated he supported the proposal. He also noted this would allow the use of public property for the benefit of a specific business.

CM Markus reiterated the fact that the City would have the right to unilaterally sever the agreement with 30 days notice at any time. He noted that this agreement should not be construed as favoring either side in the broader conversation between Hunter House and Select Commercial Assets Hospitality.

The Mayor concurred, stating that this arrangement would merely allow the City to collect fees for Hunter House's present use of public property.

In reply to Commissioner Host, CM Markus stated that making the lease month-to-month from the outset could help indicate the City's desire to see the property developed.

MPT Boutros said he was supportive of development beginning on the site soon, and said he only supported this proposal in order to receive payment for Hunter House's use of public property.

Commissioner Haig advocated preventing further use of the public space by Hunter House rather than entering into a lease. He said the City should avoid participation in any aspect of the issue between Hunter House and Select Commercial Assets Hospitality.

ACM Ecker confirmed for the Mayor that Hunter House would not need additional parking if they were not granted a lease of the public space because Hunter House is a non-conforming use.

CA Kucharek clarified that the non-conforming use would cease if Hunter House were to gain City approval for any changes to the property.

#### Public Comment

Kelly Cobb, owner of Hunter House, said closing off the public space would both pose challenges to the operation of the Hunter House and to safe traffic flow on-site and in the area. He noted that the granting of this lease would not preclude development of the site. He said Hunter House would not be able to operate without a lease of the public space due to the need to store items in that area. He thanked Staff for their work on the item.

Robert Weisberg, attorney for Select Commercial Assets Hospitality, said the Commission should not now lease this property to Hunter House since they previously denied a lease of the same property to Select Commercial Assets Hospitality. He said doing otherwise would seem like choosing sides between Hunter House and Select Commercial Assets Hospitality. He said the City should not favor Hunter House, a non-landowner, over Select Commercial Assets Hospitality, the adjoining landowner. He noted that patrons of Hunter House would still be able to park in the City's other available parking in order to patronize the establishment.

Hesham Gayar, owner of Select Commercial Assets Hospitality, spoke about his intentions for the property and his efforts to move the development forward. He said he wanted fair treatment in this process.

The conversation returned to the Commission.

The Mayor noted that Dr. Gayar could still develop his property independent of the adjacent public space.

CM Markus explained that would not be the most efficient way to develop land. He continued that allowing Dr. Gayar to develop his property along with the adjacent public space would align with the Master Plan recommendation to eliminate surface lots. He noted that the development would also provide the parking required for the on-site uses. He proposed the creation of a three-party lease that would allow Hunter House the lease of the space only until Select Commercial Assets Hospitality begins development, at which time the lease would move over to Select Commercial Assets Hospitality.

Commissioners Host, McLain, and Baller supported CM Markus' recommendation.

Commissioner Haig said he would not be in favor of CM Markus' recommendation without some kind of date certain. He also stated that three-party agreements can be very difficult.

MPT Boutros concurred with Commissioner Haig, Mr. Weisberg and Dr. Gayar. He said that Dr. Gayar was presenting a project that met the City's goals for the area and wanted to invest in the City, and that Dr. Gayar should be permitted to do so.

Commissioner Schafer said she did not want to be party to the broader conversation between Hunter House and Select Commercial Assets Hospitality. She said she would rather have them return with an agreement for the site.

The Mayor said she would be willing for the City Manager and City Attorney to take a short period of time to try and construct a three-party lease that would force movement towards a solution. She said she was disappointed to hear from Mr. Cobb that Hunter House and Select Commercial Assets Hospitality have not spoken since the last time they both appeared before the Commission.

In reply to the Commission, CM Markus said Staff could likely return with a proposal for a three-party lease at the next Commission meeting.

In reply to the Commission, CA Kucharek recommended the Commission give the parties until November 30, 2022 to either agree to a three-party lease or for Hunter House to vacate the public space in question.

In reply to Commissioner Baller, CM Markus said the lease would convey the right to develop the property to Select Commercial Assets Hospitality, with the understanding that the Hunter House can use the property and pay the lease amount until the development begins.

The Mayor said there would also be a date certain in the lease.

In reply to Commissioner Haig, CM Markus stated that third-party concerns about Dr. Gayar's proposal would not prevent the City from approving the development as long as the development applies with all requisite laws, codes, and ordinances.

**MOTION:** Motion by MPT Boutros, seconded by Commissioner McLain:  
To direct the City Manager and City Attorney to draft a three-party agreement resolving the use of the City's property.

CM Markus confirmed a date certain would be included in the proposed three-party agreement.

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

Nays, None

## **10-271-22                      2022 Parking Equipment Recommendation**

CM Markus introduced the item. PSM Ford presented the item.

In response to Commissioner Baller, CM Markus stated that the City was looking at whether SP+ would continue handling payment processing for parking on an ongoing basis.

Rob Puhr of Traffic and Safety Control Systems stated that cameras were not part of the RFP. He noted that credentials would be restricted to a single parking deck. He noted that the City could also choose not to allow a phone number as a credential.

PSM Ford and Mr. Puhr answered brief informational questions from the Commission.

**MOTION:** Motion by Commissioner McLain, seconded by MPT Boutros:

To adopt a resolution to approve an agreement with Traffic and Safety Control Systems for the purchase and installation of new TIBA parking equipment at all five City structures in the amount not to exceed \$654,856. Additionally, to approve a five-year agreement with Traffic & Safety Control Systems for software fees which include eValidations, monthly permit management system and required equipment software in an amount not to exceed \$169,720 and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

MPT Boutros said this system offered more of the experience that the public wanted.

The Mayor said the Commission hoped these changes would allow the public to be less frustrated in their interactions with Birmingham's parking decks.

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

Nays, None

**10-272-22 770 S. Adams / FHS Birmingham Construction Staging Area and Construction Coordination Agreement**

The Mayor recused herself from the item citing a business relationship between her spouse and FHS Birmingham.

MPT Boutros assumed facilitation of the meeting.

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

Commissioner McLain said she was impressed with how the project area was organized with pedestrian safety in mind.

Rick Rattner, attorney, was present on behalf of the project.

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Schafer:

To adopt a resolution to approve an agreement with FHS Birmingham L.L.C. and Frank Rewold & Sons, Inc. for the coordination of construction activities related to 770 S. Adams on S. Adams Road, Haynes Street, S. Worth Street, and the 16' public alley and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.

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

Nays, None

**10-273-22 MS4 Separate Storm System Ordinance Amendment**

The Mayor rejoined the meeting and resumed facilitation.

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

**MOTION:** Motion by Commissioner Baller, seconded by Commissioner Haig:  
To adopt an ordinance to amend Part II of the City Code, Chapter 114 – Utilities, Article III. – Sewer Service, Division 5. – Separate Storm Water Sewer System, to include post construction stormwater standards for water quality.

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

Nays, None

**10-274-22 2023 Insurance Carrier Change – Blue Cross Blue Shield**

HRM Lambert presented the item.

The Mayor commended HRM Lambert for his work on the item.

**MOTION:** Motion by Commissioner McLain, seconded by Commissioner Host:  
To adopt a resolution to authorize Gallagher & Associates, to proceed with implementing Blue Cross Blue Shield insurance for the City's insurance members, starting on January 1, 2023.

Commissioner McLain noted that there would be no lifetime dollar maximum, which she said is very important.

ROLE CALL VOTE: Ayes, Commissioner Schafer  
Commissioner Host  
Commissioner McLain  
MPT Boutros  
Commissioner Haig  
Commissioner Baller

Mayor Longe

Nays, None

**10-275-22                      South Well Sites/Well Sites**

PRM Laird and CM Markus presented the item.

In reply to Commissioner Baller, CM Markus stated that the planning process, which includes a public engagement aspect, determines what uses would be most appropriate for different parks.

Commissioner Haig noted that the public property of the southern parcel includes the northern part of the parking strip.

CM Markus recommended that portion remain parking because it also provides ingress and egress for the two side streets.

Commissioner Haig said he thought that appropriate and asked if it should be designated as parking.

CM Markus recommended that the Parks and Recreation Board be allowed to return with a recommendation for that area.

In reply to Commissioner Host, CM Markus said the northern parcel should likely retain a parking area as well to prevent parking from going into the neighborhoods. He noted that ultimately the Parks and Recreation Board would make a recommendation for that area as well.

**MOTION:**                      Motion by Commissioner Haig, seconded by Commissioner Host:  
To designate South Well sites as parks, and further direct the City Manager to have additional research conducted, prepare recommendations to the Parks and Recreation Board for their deliberations, and recommendation to the City Commission.

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

Nays, None

**10-276-22                      Banner Background Info**

**MOTION:**                      Motion by Commissioner Baller, seconded by Commissioner Host:  
To pend Item M to the next convenient meeting.

ROLE CALL VOTE:                      Ayes, Commissioner Schafer  
   Commissioner Host  
   Commissioner McLain  
   MPT Boutros

Commissioner Haig  
Commissioner Baller  
Mayor Longe

Nays, None

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

**VIII. REMOVED FROM CONSENT AGENDA**

**IX. COMMUNICATIONS**

**X. REPORTS**

A. Commissioner Reports

Commissioner Haig reported on Fire Ops 101. He commended the Fire Department Staff and IT & Media Specialist Jamil Kim for providing media coverage of the experience.

Commissioner Host said he would report on the MML Convention at the Commission's next meeting.

Commissioner Baller and the Mayor both spoke positively about the Big Night Out, which benefited NEXT.

The Mayor stated the Michigan Council for Arts and Cultural Affairs awarded the Birmingham Bloomfield Arts Center (BBAC) two grants, and said the BBAC expressed gratitude to the City for its support of the BBAC's grant applications.

B. Commissioner Comments

Commissioner McLain said she would be attending the Civility Project at Oakland University and would report back on it at a future meeting.

Commissioner Host said he wanted the two charts from Appendix 2 of The Birmingham Plan (1980) put on the record.

CC Bingham noted that the two charts were included with the City's archives for the October 4, 2022 Commission meeting.

CM Markus, Commissioner Host, and Commissioner Haig briefly got into a discussion of the charts' significance.

It was noted that topic was not on the evening's agenda and was beyond the scope of Commissioner Comments.

The Mayor acknowledged the members of the public who spoke earlier in the evening about an issue relating to the Baldwin House. She asked CA Kucharek to address what action the City was empowered to take regarding the issue.

CA Kucharek briefly summarized the City's ongoing actions regarding the issue.



The Mayor commented that former Mayor Dorothy Conrad is a beloved member of the community and was well-represented in the Baldwin House matter.

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

CM Markus recommended the Commission look at the Surnow's development of the former Christian Science Church and the Boji Group's development of the Panera Building. He commended both developers on their work in preserving Birmingham's historic resources.

Commissioner Baller also commended the City and the boards for insisting that Birmingham's historic resources be preserved.

#### INFORMATION ONLY

<b>XI. ADJOURN</b>
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Mayor Longe adjourned the meeting at 12:28 a.m.

Alexandria Bingham  
City Clerk



Laura Eichenhorn  
City Transcriptionist

# City of Birmingham

## Warrant List Dated 10/26/2022

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
288572		009542	ACE CUTTING EQUIPMENT & SUPPLY INC.	703.95
288573	*	007266	AETNA BEHAVIORAL HEALTH LLC	581.08
288574		003708	AIRGAS USA, LLC	276.76
288575		000951	ALL AMERICAN CASH REGISTER INC	220.00
288576		001797	ALLEGRA MARKETING, PRINT, MAIL	1,304.00
288577	*	009393	AMANDA MCBRIDE	1,250.00
288578		003703	AT&T MOBILITY	1,220.27
288579		004027	AUTOMATED BENEFIT SVCS INC	577.50
288579	*	004027	AUTOMATED BENEFIT SVCS INC	8,136.95
288580	*	009383	BATTIE LAW PLLC	520.00
288581		MISC	BEDROCK EXPRESS, LTD	1,218.94
288582		000522	BIG BEAVER PLUMBING, HEATING INC.	125.00
288583		003526	BOUND TREE MEDICAL, LLC	804.80
288584	*	TAXMISC	BRITTANY LUTREN	751.45
288585		006520	BS&A SOFTWARE, INC	2,632.00
288586	*	005717	BSB COMMUNICATIONS, INC.	72.50
288587	*	008334	DAVID BUTTIGIEG	493.65
288588		003907	CADILLAC ASPHALT, LLC	935.13
288589	*	009078	CANON SOLUTIONS AMERICA INC	163.20
288590	*	008540	CERTIFIED LABORATORIES	233.42
288591		000605	CINTAS CORPORATION	368.82
288592		000605	CINTAS CORPORATION	227.60
288593	*	004026	COFINITY	2,861.25
288594	*	008955	COMCAST	360.92
288595		000979	COMERICA BANK	14,068.24
288596	*	000627	CONSUMERS ENERGY	2,797.08
288597		009024	THE D.M. BURR GROUP	4,745.20
288598		009549	DANIEL CRUMP DBA	2,800.00
288599		009309	DEALER AUTO PARTS	6.64
288600	*	006907	DENTEMAX, LLC	148.50
288601	*	009531	DR. LEW BENDER	14,500.00
288602	*	000179	DTE ENERGY	33.60
288603	*	000180	DTE ENERGY	8,746.35
288604	*	009340	DVM UTILITIES	27,850.21
288605		000493	ED RINKE CHEVROLET BUICK GMC	561.49
288606		004493	ELITE IMAGING SYSTEMS, INC	991.21
288607	*	004514	FEDEX OFFICE	103.60
288608	*	007366	FIRST ADVANTAGE OCCUPATIONAL CORP	44.23
288609	*	TAXMISC	FIRST AMERICAN TITLE INSURANCE CO	3,907.39
288610		006654	FLEETPRIDE INC	379.99
288611		008721	FORTIS GROUP LLC	650.00
288612		007212	FOSTER BLUE WATER OIL	1,354.01

**City of Birmingham**  
**Warrant List Dated 10/26/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288613	*	004604	GORDON FOOD	1,226.66
288614	*	000245	GREAT LAKES POPCORN CO	143.00
288615		009030	SYNTHA GREEN	220.00
288616	*	006666	GRID 4 COMMUNICATIONS INC.	223.77
288617		000249	GUARDIAN ALARM	503.09
288618		001531	GUNNERS METER & PARTS INC	8,040.00
288619		007458	HERITAGE - CRYSTAL CLEAN, LLC	2,772.99
288620	*	001956	HOME DEPOT CREDIT SERVICES	903.92
288621	*	MISC	HOWIES HOCKEY TAPE	37.49
288622		000342	IBS OF SE MICHIGAN	553.23
288623		009551	INTERMEDIA. NET INC	2,700.62
288624		009060	ROSEMARY ISBELL	184.27
288625	*	009403	JUSTIN ZAYID	500.00
288626		004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,229.00
288627		003620	LANGUAGE LINE SERVICES INC	5.00
288628	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,050.00
288629	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	600.00
288630		000797	THE LIBRARY NETWORK	797.00
288631		009375	LITHIA MOTORS, INC SUPPORT SERVICES	15.29
288632	*	MISC	MADDIE GOLD	96.00
288633	*	TAXMISC	MATTHEW & LAUREN MURRILL	4,812.15
288634		MISC	MICHIGAN AUTOMATIC SPRINKLERS	1,050.50
288635	*	005024	MIDWEST GLASS FABRICATORS, INC	207.30
288636		000230	MIKE SAVOIE CHEVROLET INC	8.63
288637	*	001452	MONTGOMERY & SONS INC	767.80
288638	*	007462	MICHAEL MORAD	270.50
288639		008211	MULTI-PLAN	85.50
288640		000477	OAKLAND COUNTY	309,159.68
288640	*	000477	OAKLAND COUNTY	186,110.84
288641	*	000919	OAKLAND COUNTY TREASURER	30.00
288642	*	000919	OAKLAND COUNTY TREASURER	30.00
288643		000919	OAKLAND COUNTY TREASURER	3,214.68
288644	*	008548	OAKWAY MUTUAL AID ASSOCIATION	59.00
288645	*	004370	OCCUPATIONAL HEALTH CENTERS	564.00
288646	*	009478	ODP BUSINESS SOLUTIONS, LLC	424.32
288647		008028	PK SAFETY SUPPLY	274.93
288648	*	006625	PTS COMMUNICATIONS, INC	78.00
288649		MISC	PURE OAKLAND WATER	50.00
288650	*	009443	COLIN QUACKENBUSH	96.90
288651	*	009397	RABAA PLLC	500.00
288652		008852	REDGUARD FIRE & SECURITY INC	300.00
288653		BDREFUND	RICHARD KEITH WIAND	250.00
288654		BDREFUND	RICHARD KEITH WIAND	1,500.00

# City of Birmingham

## Warrant List Dated 10/26/2022

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288655		007817	SAND SALES COMPANY LLC	2,177.68
288656		009325	SMITH'S WATERPROOFING LLC	53,671.35
288657		007907	SP+ CORPORATION	3,165.00
288658		000260	SPARTAN DISTRIBUTORS INC	207.82
288659		006556	STO-COTE PRODUCTS, INC.	1,937.08
288660		004544	STRYKER SALES CORPORATION	599.71
288661		006749	SUPERIOR SCAPE, INC	45,944.00
288662		001614	TESTING ENGIN & CONSULTANTS INC	4,986.00
288663	*	TAXMISC	THREE FIFTY N OLD WOODWARD LLC	939.52
288664		000275	TIRE WHOLESALERS CO INC	1,201.64
288665		004379	TURNER SANITATION, INC	182.10
288666	*	001279	US FIGURE SKATING ASSOC.	1,711.51
288667		007226	VALLEY CITY LINEN, INC	279.44
288668	*	000293	VAN DYKE GAS CO.	280.90
288669	*	000158	VERIZON WIRELESS	2,501.18
288670	*	000158	VERIZON WIRELESS	1,076.97
288671	*	000158	VERIZON WIRELESS	49.11
288672		009026	WELLS FARGO VENDOR FIN SERV	892.80
288673	*	008391	XEROX CORPORATION	77.68

SUBTOTAL PAPER CHECK

\$764,254.48

### ACH TRANSACTION

6329		009126	AMAZON CAPITAL SERVICES INC	6.89
6330		009126	AMAZON CAPITAL SERVICES INC	22.50
6331		009126	AMAZON CAPITAL SERVICES INC	276.43
6332		009126	AMAZON CAPITAL SERVICES INC	99.32
6333		009126	AMAZON CAPITAL SERVICES INC	58.44
6334		009126	AMAZON CAPITAL SERVICES INC	18.99
6335		009126	AMAZON CAPITAL SERVICES INC	11.12
6336		009126	AMAZON CAPITAL SERVICES INC	33.76
6337		009126	AMAZON CAPITAL SERVICES INC	43.71
6338		009126	AMAZON CAPITAL SERVICES INC	13.53
6339		009126	AMAZON CAPITAL SERVICES INC	14.99
6340		009126	AMAZON CAPITAL SERVICES INC	20.92
6341		009126	AMAZON CAPITAL SERVICES INC	117.03
6342		009126	AMAZON CAPITAL SERVICES INC	26.80
6343	*	009126	AMAZON CAPITAL SERVICES INC	89.28
6344		009126	AMAZON CAPITAL SERVICES INC	19.99
6345		009126	AMAZON CAPITAL SERVICES INC	32.56
6346		009126	AMAZON CAPITAL SERVICES INC	9.75
6347		009126	AMAZON CAPITAL SERVICES INC	149.90
6348	*	009126	AMAZON CAPITAL SERVICES INC	50.56
6349	*	009126	AMAZON CAPITAL SERVICES INC	782.39
6350	*	009126	AMAZON CAPITAL SERVICES INC	98.18

**City of Birmingham**  
**Warrant List Dated 10/26/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
6351		009126	AMAZON CAPITAL SERVICES INC	81.56
6352		009126	AMAZON CAPITAL SERVICES INC	39.98
6353		009126	AMAZON CAPITAL SERVICES INC	91.90
6354		009126	AMAZON CAPITAL SERVICES INC	438.47
6355		009126	AMAZON CAPITAL SERVICES INC	61.63
6356	*	002284	ABEL ELECTRONICS INC	224.00
6357	*	000518	BELL EQUIPMENT COMPANY	1,215.00
6358	*	007345	BEVERLY HILLS ACE	265.25
6359		006683	BIRMINGHAM LAWN MAINTENANCE, INC	22,505.00
6359	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	478.80
6360	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	38.47
6361	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	60,158.55
6362		009183	BOB ADAMS TOWING	95.00
6363	*	003282	LISA MARIE BRADLEY	308.00
6364	*	008983	BRENNA SANDLES	320.75
6365	*	009511	ERIC BRUNK	397.50
6366	*	009431	CITY OF BIRMINGHAM #248	1,777.29
6367		002668	CONTRACTORS CLOTHING CO	82.41
6368		001367	CONTRACTORS CONNECTION INC	1,786.20
6369	*	007314	FLEIS AND VANDENBRINK ENG. INC	4,003.50
6370	*	001672	HAYES PRECISION INC	32.50
6371		007927	MICHELLE HOLLO	945.00
6372		000331	HUBBELL ROTH & CLARK INC	6,693.57
6373	*	009390	IDUMESARO LAW FIRM, PLLC	1,810.00
6374		000261	J.H. HART URBAN FORESTRY	21,314.00
6375		009298	JCR SUPPLY INC	875.06
6376	*	003458	JOE'S AUTO PARTS, INC.	677.16
6377	*	008827	KANOPY, INC	419.05
6378	*	007827	HAILEY R KASPER	195.00
6379	*	000891	KELLER THOMA	1,196.25
6380	*	009392	LAMB LEGAL CONSULTING SERVICES	1,170.00
6381	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,900.00
6382	*	009398	MARCIA C ROSS PC	600.00
6383		002013	MIDWEST TAPE	10,330.09
6384	*	001035	MUNICIPAL EMERGENCY SERVICES INC	3,412.50
6385		001194	NELSON BROTHERS SEWER	606.00
6385	*	001194	NELSON BROTHERS SEWER	211.00
6386	*	007755	NETWORK SERVICES COMPANY	1,522.31
6387	*	007856	NEXT	549.71
6388	*	006359	NYE UNIFORM COMPANY	1,102.43
6389	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	122,578.74
6390	*	006027	PENCHURA, LLC	240.00
6391		008866	PRECISION CONCRETE CUTTING INC	21,175.20

**City of Birmingham**  
**Warrant List Dated 10/26/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
6392	*	001181	ROSE PEST SOLUTIONS	225.00
6393	*	003785	SIGNS-N-DESIGNS INC	1,480.00
6394		000254	SOCRRA	73,144.00
6395	*	001097	SOCWA	235,864.24
6396	*	004355	SYMETRA LIFE INSURANCE COMPANY	13,076.00
6397		005861	UNIQUE MGMT SERVICE, INC	20.60
6398	*	007900	RYAN WISEMAN	40.56
6399		009128	WITMER PUBLIC SAFETY GROUP INC	98.46
6400	*	009379	YELLOW DOOR LAW	3,750.00
SUBTOTAL ACH TRANSACTION				\$623,620.73
GRAND TOTAL				\$1,387,875.21

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 11/02/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
288674		BDREFUND	400 HAMILTON ROW LLC	500.00
288675		BDREFUND	A & R LAWN & LANDSCAPE SERVICES INC	300.00
288676		008309	ABSOLUTE LOCKSMITHS	420.00
288677		006638	ACTION MAT & TOWEL RENTAL, INC	70.72
288678		009126	AMAZON CAPITAL SERVICES INC	319.99
288679		BDREFUND	AMERICAN STANDARD ROOFING	100.00
288680		BDREFUND	ANTHONY BRANHAM	100.00
288681	*	007033	APPLIED IMAGING	10,845.79
288682		BDREFUND	ARMANDO GIUSEPPE INC	3,400.00
288683		000500	ARTECH PRINTING INC	49.00
288684	*	006759	AT&T	2,328.09
288685		000524	BIRMINGHAM LOCKSMITH INC	710.00
288686	*	009554	JOSHUA BOUCHARD	194.91
288687		003526	BOUND TREE MEDICAL, LLC	1,196.68
288688		005717	BSB COMMUNICATIONS, INC.	192.50
288689		003907	CADILLAC ASPHALT, LLC	279.08
288690	*	003904	CAPITAL ONE BANK	680.68
288691	*	000444	CDW GOVERNMENT INC	3,510.00
288692		BDREFUND	CEDAR WORKS INC	200.00
288693		004269	CENTER POINT LARGE PRINT	86.01
288694	*	009137	CGS, INC	1,550.00
288695		000605	CINTAS CORPORATION	164.06
288696	*	000605	CINTAS CORPORATION	128.83
288697		BDREFUND	CITYWIDE RESTORATION LLC	500.00
288698	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,615.02
288699	*	000912	MARK CLEMENCE	2,083.66
288700		002234	CMP DISTRIBUTORS INC	1,813.00
288701		004188	COFFEE BREAK SERVICE, INC.	88.25
288701	*	004188	COFFEE BREAK SERVICE, INC.	79.25
288702	*	008955	COMCAST	896.85
288703		007774	COMCAST BUSINESS	1,247.32
288704		008512	COOL THREADS EMBROIDERY	1,240.84
288705		003923	CUMMINS BRIDGEWAY LLC	831.18
288706		009207	D'ANGELO BROTHERS INC	21,627.27
288707		BDREFUND	DANCA LANDSCAPING LLC	100.00
288708		MISC	DELTA COLLEGE	1,150.00
288709		008559	DETROIT BATTERY COMPANY LLC	164.95
288710	*	007498	RONALD L. DIX	155.00
288711	*	000179	DTE ENERGY	5,955.68
288712	*	000179	DTE ENERGY	33.45
288713	*	000179	DTE ENERGY	15.57
288714	*	000179	DTE ENERGY	16.87

**City of Birmingham**  
**Warrant List Dated 11/02/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288715	*	000179	DTE ENERGY	529.03
288716	*	000179	DTE ENERGY	860.86
288717	*	000179	DTE ENERGY	21.16
288718		000179	DTE ENERGY	24.77
288719	*	000179	DTE ENERGY	1,799.59
288720	*	000179	DTE ENERGY	42.77
288721	*	000179	DTE ENERGY	204.30
288722	*	000179	DTE ENERGY	6,339.17
288723	*	000179	DTE ENERGY	14.79
288724	*	000179	DTE ENERGY	30.85
288725	*	000179	DTE ENERGY	24.38
288726	*	000179	DTE ENERGY	45.95
288727	*	000179	DTE ENERGY	99.10
288728	*	000179	DTE ENERGY	1,595.62
288729	*	000179	DTE ENERGY	3,559.06
288730	*	000179	DTE ENERGY	2,422.40
288731	*	000179	DTE ENERGY	1,446.18
288732		MISC	DYNAMIC SYSTEMS INC.	11,050.00
288733		008164	GARY EISELE	55.63
288734		000196	EJ USA, INC.	2,503.32
288735		BDREFUND	EMERGENCY EGRESS LLC	100.00
288736		BDREFUND	EMERGENCY RESTORATION COMPANY	300.00
288737		BDREFUND	ERIK WRIGHT	5,000.00
288738		BDREFUND	EXCLUSIVE CUSTOM HOMES/VULMAN	2,500.00
288739		BDREFUND	FALCK, RICHARD L	100.00
288740	*	000936	FEDEX	27.16
288741		005651	FINDAWAY WORLD, LLC	1,124.80
288742		BDREFUND	GETNER, PAMELA A	100.00
288743	*	004604	GORDON FOOD	83.96
288744	*	008007	GREAT LAKES WATER AUTHORITY	8,174.93
288745		001531	GUNNERS METER & PARTS INC	1,050.00
288746		BDREFUND	HABITAT ENHANCERS LLC	200.00
288747	*	001956	HOME DEPOT CREDIT SERVICES	613.38
288748	*	007211	HOME DEPOT CREDIT SERVICES	133.49
288749		BDREFUND	HOME INSPECTION PLUS INC	238.75
288750		BDREFUND	HOMES WITH DISTINCTION LLC	500.00
288751		BDREFUND	HUNTER COLE HOMES	500.00
288752		000948	HYDROCORP	1,381.00
288753	*	000980	ICE SPORTS INDUSTRY	395.00
288754	*	001820	IIMC	150.00
288755		BDREFUND	J & M UNLIMITED	200.00
288756		MISC	JACLYN MILLER	32.89
288757	*	009516	HOWARD JACOBS	105.99



**City of Birmingham**  
**Warrant List Dated 11/02/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288758		BDREFUND	Jake Bolyard	100.00
288759		008945	H JENNINGS	158.00
288760		BDREFUND	KASTLER CONSTRUCTION INC	200.00
288761	*	004088	KGM DISTRIBUTORS INC	433.00
288762		BDREFUND	KURTIS KITCHEN & BATH CENTERS	200.00
288763		BDREFUND	LANSDOWNE CONTRACTING INC	200.00
288764		MISC	LINE X	590.00
288765	*	009422	ALEX LINKE	94.34
288766		BDREFUND	LLL INVESTMENTS LLC	900.00
288767		BDREFUND	MAINSTREET DESIGN & BUILD	200.00
288768		BDREFUND	MANDARINO CONSTRUCTION LLC	100.00
288769	*	MISC	MARY ANN DAVIDSON	6.00
288770		008207	METAL MART U.S.A.	157.05
288771		MISC	MICHAEL HOWEY	72.38
288772		MISC	MICHIGAN AUTOMATIC SPRINKLERS	2,135.00
288773		BDREFUND	MIDWEST CARPENTRY AND RENOVATIONS I	200.00
288774	*	005634	GINA MOODY	130.14
288775		BDREFUND	MOORE DEVELOPMENT GROUP LLC	1,400.00
288776	*	008336	NBS COMMERCIAL INTERIORS	792.00
288777		BDREFUND	O'DWYER BUILDING COMPANY	300.00
288778	*	003461	OBSERVER & ECCENTRIC	447.48
288779		004370	OCCUPATIONAL HEALTH CENTERS	223.00
288780	*	009478	ODP BUSINESS SOLUTIONS, LLC	1,402.36
288781		BDREFUND	PELLA WINDOWS & DOORS, INC.	100.00
288782		BDREFUND	PERFORMANCE RESIDENTIAL REMODELING	200.00
288784		001883	PIONEER DOOR COMPANY INC	916.40
288785		BDREFUND	PRM CUSTOM BUILDERS LLC	1,400.00
288786		BDREFUND	QUAY, JAMES	300.00
288787		BDREFUND	R N Construction Inc	100.00
288788	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
288789		BDREFUND	RENEWAL BY ANDERSEN	500.00
288790	*	002675	RESERVE ACCOUNT	6,183.35
288791		BDREFUND	RUDNICK, MATTHEW E	100.00
288792		BDREFUND	SAS SERVICES INC	200.00
288793	*	009222	SAVERS WHOLESALE PRINTING	3,045.20
288794		BDREFUND	SCHOENHERR HOMES LLC	100.00
288795		BDREFUND	SCIGLIANO, ANTHONY P	2,500.00
288796		BDREFUND	Service Glass Co., Inc.	500.00
288797		007527	SHEPPARD ENGINEERING P.C.	2,047.50
288798	*	004202	SHRED-IT USA	587.78
288799	*	009009	SIGNATURE CLEANING LLC	23,901.88
288800		007514	SIGNS BY CRANNIE, INC.	4,915.00
288801	*	008073	SITEONE LANDSCAPE SUPPLY, INC	448.50

**City of Birmingham**  
**Warrant List Dated 11/02/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288802		BDREFUND	SL MARTIN LLC	200.00
288803		BDREFUND	SMOLYANOV HOME IMPROVMENT	200.00
288804		BDREFUND	SOBELTON, CASSIE L	100.00
288805		009508	SOULLIERE	2,150.00
288805	*	009508	SOULLIERE	5,900.00
288806		007907	SP+ CORPORATION	4.00
288806	*	007907	SP+ CORPORATION	5,255.00
288807	*	009201	STEPHEN SHUKWIT	2,300.00
288808		BDREFUND	STEVEN JAMES OLSON	100.00
288809		BLREFUND	STRATUM REALTY, LLC	100.00
288810		BDREFUND	SUMMIT CUSTOM RENOVATIONS LLC	100.00
288811		003630	SUN SHADE WINDOW TINTING INC	270.00
288812		000275	TIRE WHOLESALERS CO INC	197.31
288813		BDREFUND	TOM'S BASEMENT WATERPROOFING	193.25
288814	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	297,662.00
288815	*	004379	TURNER SANITATION, INC	760.00
288816		BDREFUND	UNION JOINTS	1,000.00
288817	*	000293	VAN DYKE GAS CO.	140.45
288818	*	000158	VERIZON WIRELESS	127.92
288819		BDREFUND	WALLSIDE INC	500.00
288820		004497	WATERFORD REGIONAL FIRE DEPT.	136.11
288821		BDREFUND	William Ellis Company	200.00
288822	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	35,000.00
288823	*	008391	XEROX CORPORATION	332.83

SUBTOTAL PAPER CHECK

\$534,065.86

ACH TRANSACTION

6402		009126	AMAZON CAPITAL SERVICES INC	27.88
6403		009126	AMAZON CAPITAL SERVICES INC	5.99
6404		009126	AMAZON CAPITAL SERVICES INC	14.55
6405		009126	AMAZON CAPITAL SERVICES INC	53.99
6406		009126	AMAZON CAPITAL SERVICES INC	156.36
6407		009126	AMAZON CAPITAL SERVICES INC	72.95
6408		009126	AMAZON CAPITAL SERVICES INC	53.99
6409		009126	AMAZON CAPITAL SERVICES INC	6.97
6410		009126	AMAZON CAPITAL SERVICES INC	16.87
6411		009126	AMAZON CAPITAL SERVICES INC	125.99
6412		009126	AMAZON CAPITAL SERVICES INC	77.21
6413		009126	AMAZON CAPITAL SERVICES INC	27.38
6414		009126	AMAZON CAPITAL SERVICES INC	705.90
6415		009126	AMAZON CAPITAL SERVICES INC	63.98
6416		009126	AMAZON CAPITAL SERVICES INC	23.99
6417		009126	AMAZON CAPITAL SERVICES INC	80.99
6418	*	009126	AMAZON CAPITAL SERVICES INC	218.59

**City of Birmingham**  
**Warrant List Dated 11/02/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
6419		009126	AMAZON CAPITAL SERVICES INC	25.44
6420		009183	BOB ADAMS TOWING	267.50
6421	*	009511	ERIC BRUNK	397.50
6422		007875	CANFIELD EQUIPMENT SERVICE INC.	1,272.74
6423	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	173.90
6424	*	000565	DORNBOS SIGN & SAFETY INC	154.95
6425	*	000243	GRAINGER	268.59
6426	*	001663	SCOTT GREWE	86.92
6427		000261	J.H. HART URBAN FORESTRY	19,770.75
6428		009298	JCR SUPPLY INC	119.96
6429	*	003458	JOE'S AUTO PARTS, INC.	167.23
6430	*	009370	MICHAEL SIMON	175.00
6431	*	001194	NELSON BROTHERS SEWER	676.00
6432		001864	NOWAK & FRAUS ENGINEERS	12,718.00
6433	*	001753	PEPSI COLA	201.40
6434	*	000897	PRINTING SYSTEMS INC	172.11
6435	*	001097	SOCWA	67,840.00
6436	*	001255	TEKNICOLORS INC	116.44
6437	*	002037	TOTAL ARMORED CAR SERVICE, INC.	796.28
6438		009128	WITMER PUBLIC SAFETY GROUP INC	963.83
SUBTOTAL ACH TRANSACTION				\$108,098.12
GRAND TOTAL				\$642,163.98

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 11/09/2022

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
288826		BDREFUND	4 WAY CEMENT	100.00
288827		BDREFUND	A & G Restoration	2,500.00
288828		BDREFUND	ACTION FENCE CO OF MICHIGAN	37.50
288829	*	MISC	ADAM BOUSE	30.00
288830	*	007266	AETNA BEHAVIORAL HEALTH LLC	588.26
288831	*	TAXMISC	ALEXIS & MICHAEL HUMPHREY	1,313.14
288832		009440	ALLIANCE ENTERTAINMENT, LLC	74.11
288833		BDREFUND	ALLIED SIGNS INC	100.00
288834		BDREFUND	ANDREW DAY	1,000.00
288835	*	TAXMISC	ANDREW RODNEY	2,380.39
288836		000500	ARTECH PRINTING INC	43.00
288837	*	001466	ASCAP	22.50
288838		BDREFUND	ASPEN CONSTRUCTION INC	500.00
288839	*	006759	AT&T	221.13
288840		003703	AT&T MOBILITY	284.46
288841	*	009294	AUDACY OPERATIONS, INC.	1,200.00
288842	*	004027	AUTOMATED BENEFIT SVCS INC	12,936.79
288843		BDREFUND	BABI CONSTRUCTION INC	2,500.00
288844		BDREFUND	BALBES CUSTOM BUILDERS INC	500.00
288845		BDREFUND	BENEICKE GROUP INCORPORATED	900.00
288846		001201	BIRMINGHAM YOUTH ASSISTANCE	7,618.80
288847		BDREFUND	BLACK, GORDON C	100.00
288848		BDREFUND	BLOOMINGDALE CUSTOM HOMES INC	1,000.00
288849		BDREFUND	BLOOMINGDALE HOMES INC	900.00
288850	*	MISC	BOB MONTELEONE	200.00
288851		003526	BOUND TREE MEDICAL, LLC	310.56
288852	*	009328	BERNARD BREWER	594.17
288853		005717	BSB COMMUNICATIONS, INC.	312.00
288854		BDREFUND	BT'S CONSTRUCTION INC	500.00
288855		BDREFUND	C & L WARD BROS CO	200.00
288856		003907	CADILLAC ASPHALT, LLC	369.66
288857	*	000571	CAR TRUCKING INC	103.55
288858	*	MISC	CAROL ANN OWENS	275.00
288859		009083	CARTEGRAPH SYSTEMS, INC.	31,360.00
288860		BDREFUND	CHRIS MORGAN & ASSOCIATES INC	500.00
288861	*	009122	CLAIRE CHUNG	330.00
288862		000605	CINTAS CORPORATION	164.06
288863		000605	CINTAS CORPORATION	26.60
288864	*	006605	CLEAR CUT ICE SCULPTURES LLC	1,800.00
288865	*	004026	COFINITY	2,913.75
288866	*	009501	COLDWELL BANKER WEIR MANUEL	540.00
288867	*	008955	COMCAST	102.00

# City of Birmingham

## Warrant List Dated 11/09/2022

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288868		BDREFUND	CONSTANTINE CONSTRUCTION INC	100.00
288869		BDREFUND	CONSTRUCTEAM	200.00
288870	*	000627	CONSUMERS ENERGY	2,504.55
288871		008512	COOL THREADS EMBROIDERY	101.99
288872	*	008801	COSTAR REALTY INFORMATION, INC	918.00
288873	*	007638	MARSHALL CRAWFORD	126.12
288874		BDREFUND	D O D Enterprises LTD DBA	100.00
288875		000575	DEMCO, INC	103.75
288876	*	006907	DENTEMAX, LLC	145.80
288877		BDREFUND	DIMAMBRO CONSTRUCTION LLC	100.00
288878	*	000179	DTE ENERGY	75.29
288879	*	000179	DTE ENERGY	18.82
288880	*	000179	DTE ENERGY	363.75
288881	*	000179	DTE ENERGY	357.02
288882	*	000179	DTE ENERGY	152.46
288883	*	000179	DTE ENERGY	2,082.31
288884	*	000179	DTE ENERGY	101.07
288885	*	000179	DTE ENERGY	91.71
288886	*	000179	DTE ENERGY	957.76
288887	*	000179	DTE ENERGY	830.87
288888	*	000179	DTE ENERGY	96.55
288889	*	000179	DTE ENERGY	539.94
288890	*	000180	DTE ENERGY	41,949.27
288891	*	009330	JOSEPH EADIE	345.00
288892		BDREFUND	EAGLE CONSTRUCTION	300.00
288893		003613	EBSCO INFORMATION SERVICES, INC	425.70
288894	*	007538	EGANIX, INC.	720.00
288895	*	004615	ENGLISH GARDENS	1,524.93
288896	*	005446	ETHNIC ARTWORK, INC	310.00
288897		BDREFUND	FACE FOUNDRIE	500.00
288898		BDREFUND	FHS BIRMINGHAM LLC	30,000.00
288899	*	008154	GREGORY FOLEY	75.00
288900		BDREFUND	FOUR SEASONS GARDEN CENTER	200.00
288901		BDREFUND	GITTLEMAN CONSTRUCTION INC.	500.00
288902	*	004604	GORDON FOOD	111.45
288903	*	007347	GREAT LAKES AWARDS, LLC	255.00
288904		001531	GUNNERS METER & PARTS INC	1,545.00
288905	*	009419	NICHOLAS HILL	84.00
288906	*	001956	HOME DEPOT CREDIT SERVICES	1,006.47
288907		BDREFUND	HOME INSPECTION PLUS INC	100.00
288908	*	MISC	HOWIES HOCKEY TAPE	54.42
288909		BDREFUND	HRH CONSTRUCTION LLC	12,000.00
288910		BDREFUND	HUNTER ROBERTS HOMES	1,400.00

**City of Birmingham**  
**Warrant List Dated 11/09/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288911		000342	IBS OF SE MICHIGAN	100.14
288912		009551	INTERMEDIA. NET INC	2,700.62
288913		BDREFUND	ITEC ENTERPRISES LLC	500.00
288914	*	009249	JCC CREATIVE LLC	1,200.00
288915	*	TAXMISC	JEFFREY EWING	605.37
288916		BDREFUND	JEFFREY J ATTO REVOC TRUST	100.00
288917		BDREFUND	JP BRICK	200.00
288918	*	MISC	KEITH OPAL	250.00
288919		BDREFUND	KENDRICK, DANNIELLE	100.00
288920		BDREFUND	KOA 520 LLC	500.00
288921	*	000362	KROGER COMPANY	58.43
288922		BDREFUND	KULLA CONSTRUCTION INC	500.00
288923		BDREFUND	KUMAR, SIVA BALA	100.00
288924	*	009337	LAUREL'S PRINCESS PARTIES	392.00
288925		BDREFUND	LYNCH CUSTOM HOMES	10,500.00
288926	*	MISC	MADDIE GOLD	72.00
288927		BDREFUND	MALLON, ROBERT F	100.00
288928		BDREFUND	MANDARINO CONSTRUCTION LLC	1,480.00
288929		BDREFUND	MATTHEW J SHIFFMAN	10,000.00
288930		BDREFUND	Mayday Construction Metro, LLC	200.00
288931	*	MISC	MEGAN NOVAK	55.37
288932		008793	MERGE MOBILE, INC.	73.00
288932	*	008793	MERGE MOBILE, INC.	73.00
288933		008207	METAL MART U.S.A.	554.96
288934		BDREFUND	MHRAC INC	200.00
288935	*	009200	MICHAEL MORRISON	7,350.00
288936	*	MISC	MICHELLE FRANCIS	78.00
288937		002022	MICHIGAN ASSN. OF FIRE CHIEFS	125.00
288938		MISC	MICHIGAN AUTOMATIC SPRINKLERS	3,115.00
288939	*	005848	MICHIGAN ECONOMIC DEVELOPERS	315.00
288940	*	006461	MID AMERICA RINK SERVICES	3,797.75
288941		MISC	MIDSTATES RECREATION	198.47
288942		008319	MKSK INC	7,971.10
288943		BDREFUND	MT EVEREST MAINTENANCE	500.00
288944	*	008211	MULTI-PLAN	85.50
288945	*	009504	NORTHERN MICHIGAN UNIVERSITY	175.00
288946		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	200.00
288947		004370	OCCUPATIONAL HEALTH CENTERS	767.00
288947	*	004370	OCCUPATIONAL HEALTH CENTERS	191.00
288948		000678	OCLC, INC.	319.87
288949	*	009478	ODP BUSINESS SOLUTIONS, LLC	270.42
288950		MISC	PAMELA GRAHAM	16.50
288951		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00

**City of Birmingham**  
**Warrant List Dated 11/09/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288952		BDREFUND	PERRAULT LANDSCAPE	100.00
288953	*	000486	PLANTE & MORAN PLLC	22,150.00
288954		MISC	RESCUE DIRECT	50.39
288955		002675	RESERVE ACCOUNT	5,000.00
288956		BDREFUND	RIDGECON CONSTRUCTION	100.00
288957		BDREFUND	ROBERT J SOWLES	100.00
288958		BDREFUND	ROOF ONE LLC	100.00
288959		BDREFUND	RYAN HEWARD	100.00
288960	*	004283	SALVATORE SCALLOPINI	994.50
288961	*	009282	SEEN MEDIA GROUP	25,435.03
288962		BDREFUND	SERVPRO NORTH OAKLAND COUNTY	200.00
288963		009548	SHARE CORPORATION	253.49
288964	*	MISC	SHELLY COLMAN	29.00
288965		BDREFUND	SHERRIFF-GOSLIN CO.	100.00
288966	*	004202	SHRED-IT USA	256.03
288967		BDREFUND	SKINNER, MARGARET A	200.00
288968		BDREFUND	SOIFER, DOUGLAS S	200.00
288969	*	007907	SP+ CORPORATION	100.00
288970		BDREFUND	STARRS ROOFING	100.00
288971	*	009201	STEPHEN SHUKWIT	600.00
288972		BDREFUND	STERLING DEVELOPMENT CORP	200.00
288973		BDREFUND	STRAWBERRY SOLAR	200.00
288974		BDREFUND	SUMNER PLUMBING, INC.	1,000.00
288975		007408	T-MOBILE	241.18
288976		BDREFUND	TANUSHI, DHIMITER	100.00
288977		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	2,400.00
288978		000275	TIRE WHOLESALERS CO INC	241.20
288979	*	004058	TOP HAT & TAILS CARRIAGE CO INC	5,000.00
288980		BDREFUND	TOWN BUILDING COMPANY	2,500.00
288981		BDREFUND	TRESNAK CONSTRUCTION INC	200.00
288982	*	004379	TURNER SANITATION, INC	1,065.11
288983		005806	ULINE	1,293.20
288984	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	23,354.45
288985	*	000293	VAN DYKE GAS CO.	112.36
288986	*	000158	VERIZON WIRELESS	731.38
288987	*	000158	VERIZON WIRELESS	103.74
288988	*	000158	VERIZON WIRELESS	149.40
288989	*	000158	VERIZON WIRELESS	147.33
288990	*	000158	VERIZON WIRELESS	76.02
288991	*	008986	RANDYL LEE WAGNER	1,725.00
288992		BDREFUND	WALLSIDE INC	500.00
288993	*	003932	WDIV/TV4	350.00
288994	*	007978	WEST BLOOMFIELD TOWNSHIP	4,950.00

# City of Birmingham

## Warrant List Dated 11/09/2022

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
288995		BDREFUND	WINDY CITY CONSTRUCTION	1,050.00
288996	*	009185	ZOOM VIDEO COMMUNICATIONS INC	7,553.19
SUBTOTAL PAPER CHECK				\$348,927.93
<u>ACH TRANSACTION</u>				
15		009126	AMAZON CAPITAL SERVICES INC	10.87
16		009126	AMAZON CAPITAL SERVICES INC	9.54
17		009126	AMAZON CAPITAL SERVICES INC	9.56
18		009126	AMAZON CAPITAL SERVICES INC	(29.94)
19	*	009126	AMAZON CAPITAL SERVICES INC	41.97
20	*	009126	AMAZON CAPITAL SERVICES INC	27.98
6441	*	009126	AMAZON CAPITAL SERVICES INC	911.94
6442	*	009126	AMAZON CAPITAL SERVICES INC	7.99
6443	*	009126	AMAZON CAPITAL SERVICES INC	21.52
6444	*	009126	AMAZON CAPITAL SERVICES INC	60.73
6445		009126	AMAZON CAPITAL SERVICES INC	145.01
6446		009126	AMAZON CAPITAL SERVICES INC	145.01
6447	*	009126	AMAZON CAPITAL SERVICES INC	79.77
6448		009126	AMAZON CAPITAL SERVICES INC	184.01
6449		009126	AMAZON CAPITAL SERVICES INC	145.01
6450		009126	AMAZON CAPITAL SERVICES INC	35.96
6451		009126	AMAZON CAPITAL SERVICES INC	39.68
6452		009126	AMAZON CAPITAL SERVICES INC	42.81
6453		009126	AMAZON CAPITAL SERVICES INC	19.98
6454		009126	AMAZON CAPITAL SERVICES INC	61.95
6455		009126	AMAZON CAPITAL SERVICES INC	413.66
6456		009126	AMAZON CAPITAL SERVICES INC	26.62
6457		009126	AMAZON CAPITAL SERVICES INC	132.96
6458	*	009126	AMAZON CAPITAL SERVICES INC	49.51
6459		009126	AMAZON CAPITAL SERVICES INC	7.99
6460		009126	AMAZON CAPITAL SERVICES INC	25.95
6461		009126	AMAZON CAPITAL SERVICES INC	155.95
6462		009126	AMAZON CAPITAL SERVICES INC	29.99
6463	*	009126	AMAZON CAPITAL SERVICES INC	54.15
6464	*	009126	AMAZON CAPITAL SERVICES INC	27.94
6465	*	009126	AMAZON CAPITAL SERVICES INC	208.59
6466	*	009126	AMAZON CAPITAL SERVICES INC	44.49
6467	*	008226	KATHERINE ABELA	1,610.00
6468	*	001357	ART/DESIGN GROUP LTD	1,115.00
6469	*	000517	BEIER HOWLETT P.C.	412.50
6470	*	000518	BELL EQUIPMENT COMPANY	1,784.31
6471	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	73.95
6472		008545	JAIMI BROOK	136.88
6473	*	006528	DOWNTOWN PUBLICATIONS INC	328.00



**City of Birmingham**  
**Warrant List Dated 11/09/2022**

Meeting of 11/14/2022

Check Number	Early Release	Vendor #	Vendor	Amount
6474	*	006528	DOWNTOWN PUBLICATIONS INC	550.00
6475	*	001077	DUNCAN PARKING TECH INC	9,762.15
6476	*	000995	EQUATURE	3,500.00
6477	*	000243	GRAINGER	274.36
6478		008293	GRAINGER, INC	539.17
6479	*	001663	SCOTT GREWE	83.26
6480	*	001672	HAYES PRECISION INC	124.83
6481		000331	HUBBELL ROTH & CLARK INC	120,177.31
6482	*	008851	INSIGHT INVESTMENT	5,904.96
6483		000261	J.H. HART URBAN FORESTRY	39,155.00
6483	*	000261	J.H. HART URBAN FORESTRY	5,818.50
6484		009298	JCR SUPPLY INC	539.74
6485	*	003458	JOE'S AUTO PARTS, INC.	463.65
6486	*	005550	LEE & ASSOCIATES CO., INC.	460.33
6487	*	007977	KAREN LINGENFELTER	315.00
6488	*	009370	MICHAEL SIMON	210.00
6489	*	009242	MILES PARTNERSHIP LLLP	1,107.50
6490		006409	MOSHER & ASSOCIATES LLC	329.49
6491	*	009331	MY CONCIERGE MICHIGAN, LLC	80.00
6492		007755	NETWORK SERVICES COMPANY	3,427.50
6493	*	006359	NYE UNIFORM COMPANY	1,274.90
6494	*	005688	PEGASUS ENTERTAINMENT INC	797.00
6495	*	000478	ROAD COMM FOR OAKLAND CO	2,112.59
6496	*	001181	ROSE PEST SOLUTIONS	292.00
6497	*	003785	SIGNS-N-DESIGNS INC	1,672.00
6498	*	003466	ALAN SOAVE	100.00
6499		000254	SOCRRA	82,545.00
6500		009254	THOMAS M MARKUS	535.00
6501		009266	US SIGNAL COMPANY LLC	6,313.80
6502		009128	WITMER PUBLIC SAFETY GROUP INC	279.93
SUBTOTAL ACH TRANSACTION				\$297,354.76
GRAND TOTAL				\$646,282.69

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**

Department of Public Services

**DATE:** November 14, 2022

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

**FROM:** Mike Bernal, Public Services Manager

**SUBJECT:** MTECH Leaf Vacuum Purchase

---

### **INTRODUCTION:**

Due to its age and condition, the Department of Public Service recommends replacing its XTreme Leaf Vacuum. We are requesting it be replaced with a new Xtreme Vac Model LCT600. The leaf vacuum will be purchased from MTECH Company, located at 7401 First Place, Cleveland, Ohio 44146, through the Sourcewell Cooperative Purchase Agreement Contract #3031121-ODB.

### **BACKGROUND:**

In 1988, DPS purchased two vacuums for use during the leaf collection season. One of the vacuums was replaced in 2020, and the other has been identified for replacement as published in the Vehicle Replacement Schedule for FY 2022-2023.

### **LEGAL REVIEW:**

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

### **FISCAL IMPACT:**

The cost for the leaf vacuum is \$79,047.19. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100. Currently, there are no sustainable/eco-friendly options available for this type of equipment.

### **PUBLIC COMMUNICATIONS:**

This does not apply to this purchase.

### **SUMMARY:**

The Department of Public Service recommends replacing its leaf vacuum, which was purchased in 1988. We are requesting that it be replaced with a new Xtreme Vac Model LCT600. The vacuum will be purchased from MTECH Company, located at 7401 First Place, Cleveland, Ohio 44146, through the Sourcewell Cooperative Purchase Agreement Contract #3031121-ODB. Upon receipt of the new vacuum, the old vacuum will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

**ATTACHMENTS:**

Attached to this report are the agreement, the vendor quote, and the warranty info.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the purchase of one (1) Xtreme Vac Model LCT600 from MTECH Company, located at 7401 First Place, Cleveland, Ohio 44146, through the Sourcewell Cooperative Purchase Agreement Contract #3031121-ODB, in the amount not to exceed \$79,047.19. 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 & MTECH**

**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 MTech Company, an Ohio company, whose address is 7401 First Place, Cleveland, Ohio 44146, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires to purchase (1) X-Treme Vac by ODB Model LCT600 for its Department of Public Services, 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](#)

MTech Company:  
7401 First Place  
Cleveland, OH 44146  
Attn: Corey Padrutt

**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 October 13, 2022, to the City's Cooperative Purchasing Agreement, dated October 19, 2022, In the event of a conflict in any of the terms of this Agreement and the Vendor October 26, 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.

MTECH Company

By: C.T.

Its: Managing Member

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF OAKLAND    )

On this 26<sup>th</sup> day of October, 2022 before me personally appeared Christopher T. Cize, who acknowledged that with authority on behalf of The Safety Company, LLC d/b/a MTECH to do so he/she signed this Agreement.

Denise Anderson  
Notary Public  
Cuyahoga County, OH  
Acting in Cuyahoga County, OH  
My commission expires: 07/29/24



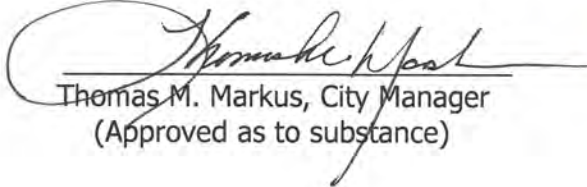
DENISE ANDERSON  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
07-29-2024  
Recorded in  
Cuyahoga County

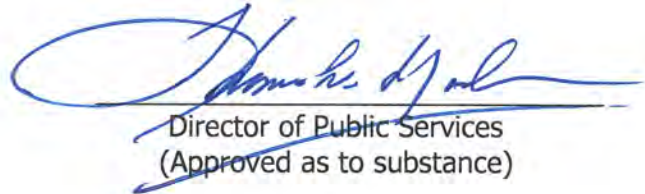
**CITY OF BIRMINGHAM:**

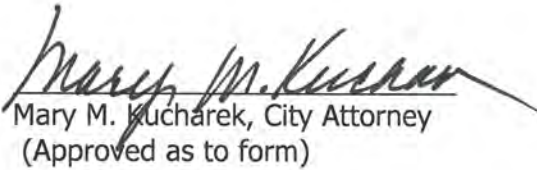
By: \_\_\_\_\_  
Therese Longe, Mayor

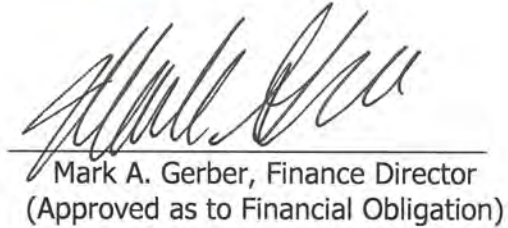
By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

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

  
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



DEALER: MTECH

CUSTOMER: BIRMINGHAM, MI

10/13/22

Sourcewell Contract # 031121-ODB

Sourcewell #

SKU#

MSRP

LCT600

X-TREME VAC BY ODB MODEL LCT600

\$

53,752.34

SOURCEWELL DISCOUNT 4.5%

\$

(2,418.86)

JD74P

John Deere 4045TFC03 Diesel 4 cyl. Rated for 74HP Final Tier 4

\$

12,395.77

Electronic engine controls with engine safety shutdown system

Boxed perforated radiator screen

44 gallon polyethylene fuel tank

13" clutch assembly with 2.25" dia PTO shaft &amp; safety engagement

Suction impeller six 3/8" thick T-1 steel blades

Power band belt drive for suction impeller

Hydraulic hose boom powered by 12V electric/hydraulic pump

16" diameter x 120" rubber intake hose with steel nozzle

LED DOT lights and an oval LED amber flasher light at rear

16" diameter x 48" rubber exhaust hose

1/4" thick trailer deck with channel members on the ends

HD height adjustable pintle eye with three quick release pins

Parking jack with 5" swivel castor wheel

Electric brakes with break-away actuator

42OPT

Curb nozzle

\$

6,603.06

PPG600

Paint, Special: Trailer, Ducting and Blower: Omaha Orange

\$

714.88

Equipment Total: \$

71,047.19

Local Dealer PDI and Training: \$

3,000.00

Local Delivery: \$

500.00

Freight: \$

4,500.00

Net Equipment Total For One Unit : \$

79,047.19

OLD DOMINION BRUSH COMPANY LIMITED EQUIPMENT WARRANTY

ODB Company warrants to the original purchaser of any new ODB Company equipment, purchased from an authorized ODB Company or any authorized ODB Company dealer, that the equipment be free from defects in material and workmanship for a period of one (1) year for municipal and commercial use from the date of retail sale. The obligation of the ODB Company to the purchaser under this warranty is limited to the repair or replacement of the defective parts.

OLD DOMINION BRUSH COMPANY LIMITED PARTS WARRANTY

ODB Company warrants to the original purchaser of any new ODB Company parts/brooms, purchased from the ODB Company or any authorized ODB Company dealer, that the parts/broom be free from defects in material and workmanship for a period of ninety (90) days for municipal and commercial use from the date of retail sale. The obligation of ODB Company to the purchaser under this warranty is limited to the repair or replacement of defective part/broom.

Replacement or repair parts installed in the equipment covered by the limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs first. Warranted parts shall be provided at no cost to the user during regular working hours. ODB Company reserves the right to inspect any equipment or parts which are claimed to have been defective in material or workmanship.

DISCLAIMER OF IMPLIED WARRANTIES & CONSEQUENTIAL DAMAGES  
(EQUIPMENT & PARTS)

ODB Company's obligation under this limited warranty, to the extent allowed by law, is in lieu of all warranties, implied or expressed, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and any liability for incidental and consequential damages with respect to the sale or use of the items warranted. Such incidental and consequential damages shall include but not be limited to: transportation charges other than normal freight charges; cost of installation other than cost approved by ODB Company; duty; taxes; charges for normal service or adjustment; rental of substitute equipment, expenses due to loss, damage, detention or delay in the delivery of equipment or parts resulting from acts beyond the control of ODB Company.

THIS LIMITED WARRANTY SHALL NOT APPLY:  
(EQUIPMENT & PARTS)

- 1. To vendor items which carry their own warranties, such as engines, tires, axles, hoists, gauges, circuit boards, hydraulic pumps, batteries and **Kraft fluid drive PTO couplings**.
- 2. If the unit has been subjected to misapplication, abuse, misuse, negligence, fire or other accident.
- 3. If parts not made or supplied by ODB Company have been used in connection with the unit, if, in the sole judgment of ODB Company such use affects its performance, stability or reliability.
- 4. If the unit has been altered or repaired outside of an authorized ODB Company dealership in a manner which, in the sole judgment of ODB Company, affects its performance, stability or reliability.
- 5. To normal maintenance service and normal replacement items such as engine lubricant, bearing lubricant, hydraulic fluid, worn blades, or to normal deterioration of such things as belts and exterior finish due to use or exposure.
- 6. To expendable or wear items such as impellers, steel liners, housings, bearings, pulleys, any and all rubber hoses, chains, sprockets, belts, springs and any other items that in the company's sole judgment is a wear item.
- 7. Travel mileage and travel time of the end user and/or authorized dealer is not covered under this limited warranty.

NO EMPLOYEE OR REPRESENTATIVE OF ODB COMPANY IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY UNLESS SUCH CHANGE IS MADE IN WRITING AND SIGNED BY THE ODB COMPANY PRESIDENT AT 5118 GLEN ALDEN DRIVE, RICHMOND, VA 23231.

Affiliates:



Old Dominion Brush Company  
5118 Glen Alden Drive  
Richmond, VA 23231  
800-446-9823  
An Alamo-Group Company



Quality	Performance	Public Safety	Value	Customer Support



## MEMORANDUM

Department Name

**DATE:** November 14, 2022

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

**FROM:** Mike Bernal, Public Services Manager

**SUBJECT:** Emergency Repair – Sweeper 211

---

### INTRODUCTION:

City vehicle #211 is a 2013 Autocar Xpert sweeper, which was taken to Cummins Bridgeway Sales and Service for an engine diagnosis. Upon inspection, they discovered that the turbo, the emissions after-treatment, and the radiator needed replacement. DPS mechanics could not perform this repair because of the specialized tools required. The manufacturer, and sole-source provider, Cummins Bridgeway, provided the parts and labor.

### BACKGROUND:

Vehicle #211 is one of two sweepers that are used to sweep city streets daily. On August 26, 2022, the Department of Public Services (DPS) requested emergency authorization to repair the sweeper, which is critical to the operation.

### LEGAL REVIEW:

No legal review is required for this item.

### FISCAL IMPACT:

Cummins Bridgeway estimated the repairs to be \$10,249.07. Funds are available in the Equipment Maintenance Fund account #641-441.006-933.0200.

### PUBLIC COMMUNICATIONS:

This does not apply to this purchase.

### SUMMARY:

The Department of Public Services requests the City Commission's confirmation of the City Manager's authorization to proceed with the emergency repairs related to vehicle #211, pursuant to Sec. 2-286 of the City Code.

**ATTACHMENTS:**

Attached to this report is the itemized invoice.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the City Manager's authorization for the emergency expenditure related to the repair of vehicle #211, pursuant to Sec. 2-286 of the City Code. The manufacturer, and sole-source provider, Cummins Bridgeway, provided the parts and labor, which will be charged to the Equipment Maintenance account #641-441.006-933.0200, in the amount not to exceed \$10,249.07.





# Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
PO Box 772639  
Detroit, MI 48277-2639

MOUNT CLEMENS MI BRANCH  
43575 N. GRATIOT  
CLINTON TWSHP., MI 48036-  
(586)469-2010

## INVOICE NO

S9-26332

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

### BILL TO

CITY OF BIRMINGHAM  
PO BOX 3001  
151 MARTIN ST  
BIRMINGHAM, MI 48012-

CHAD , - 248 6441800

PAGE 1 OF 7

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
04-NOV-2022	114215	25-JUN-2013	ISB6.7 CM2250		AUTOCAR
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
194686		23-AUG-2022	73423062		ACTT
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
83870	CM921		33538 / 5188		211

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 516M1D9B7CH214154

### COMPLAINT

CITY OF BIRMINGHAM 211 CUST STATES THE CHECK ENGINE LIGHTS ARE ON.  
UNABLE TO PREFORM GUIDANZ CODE SCAN. CHECK AND ADVISE.  
ISB CM2250 260HP AND LOWER EMISSION RECALL CAMPAIGN

### CAUSE

SCOTT RUDOLPH  
ME786 SR 8/23/22

I STARTED T/S AND WILL CONTINUE.

SCOTT RUDOLPH  
SO# 00412788

ME786 SCOTT RUDOLPH M262341 PROMO ID# 1066792 8/24/22

OIL LEVEL = FULL  
COOLANT LEVEL = 2-3 QTS LOW  
FP = -40°F

I PERFORMED THE GUARDIAN INSPECTION. THERE ARE MINOR OIL LEAKS AT THE CRANKCASE BREATHER OIL DRAIN TUBE & GASKET AND THE OIL PAN GASKET. I PRESSURE TESTED THE COOLING SYSTEM FOR 30 MIN. THERE IS A MODERATE LEAK AT THE RADIATOR TOP TANK/GASKET. THE RADIATOR NEEDS TO BE REPAIRED/REPLACED.

THERE ARE 31 INACTIVE FAULTS ALL RELATING TO AFTERTREATMENT/CIRCUITS. AUDIT TRAIL SHOWS FAULTS WERE CLEARED 3 TIMES IN THE LAST 3 HRS. I SEARCHED FOR FC2636 (VGT ACTUATOR DRIVER CIRCUIT). BATTERY VOLTAGE MEASURED 12.4V. VGT SUPPLY VOLTAGE MEASURED 12.3V AND THE CIRCUIT WILL CARRY A LOAD. THE VGT TERMINATING RESISTANCE MEASURED 120.7 OHMS (IN SPEC). DATALINK VOLTAGE MEASURED 2.35V & 2.53V @ THE 3-PIN (IN SPEC). DATALINK RESISTANCE MEASURED 61.9 OHMS @ THE 3-PIN (IN SPEC). I UNPLUGGED ALL DATALINK COMPONENTS AND VERIFIED THE CIRCUITS ARE NOT SHORTED TO GROUND AND DO NOT HAVE PIN-TO-PIN SHORTS. THE DATALINK CIRCUITS

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name)

SIGNATURE

DATE

56



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PAGE 3 OF 7

\*\*\* CHARGE \*\*\*

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QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

OSN/MSN/VIN

516M1D9B7CH214154

7.ROAD TEST

8. INSPECTION

ADDITIONAL APPROVED REPAIRS:

9. REPLACE RADIATOR

## COVERAGE

CUSTOMER BILLABLE  
.CUMMINS FIELD CAMPAIGN

## REMARK

TH236  
LAST SAVED : 31 AUG 2022 03:35:01 PM EDT  
CHAD AUTH ADDITIONAL REPAIRS FOR A TOTAL OF \$15,741.24.

TH236  
LAST SAVED : 26 AUG 2022 11:49:40 AM EDT  
CHAD AUTH REPAIRS FOR \$11,976.19 VIA EMAIL.

- SEE CAMPAIGN DETAILS FOR SPECIFIC INSTRUCTIONS AND ESN LISTING.
- SRT'S TO GAIN ACCESS MAY BE CLAIMED WITH SUFFICIENT DETAIL IN CLAIM NARRATIVE.
- CAMPAIGN WILL BE COVERED DURING THE BASE WARRANTY PERIOD.
- TRAVEL IS COVERED UNDER THIS CAMPAIGN. TOWING IS NOT.
- CONSUMABLES ARE COVERED UNDER THIS CAMPAIGN.

1

GUARDIAN INSP

GUARDIAN FREE VISUAL INSPECTION

Billing Inquiries? Call (877)480-6970

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56 SIGNATURE

DATE





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PAGE 4 OF 7

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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
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------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 516M1D9B7CH214154

PARTS:	0.00
PARTS COVERAGE CREDIT:	0.00 CR
TOTAL PARTS:	0.00
SURCHARGE TOTAL:	0.00
LABOR:	0.00
LABOR COVERAGE CREDIT:	0.00 CR
TOTAL LABOR:	0.00
MISC.:	0.00
MISC. COVERAGE CREDIT:	0.00 CR
TOTAL MISC.:	0.00

1 GUARDIAN REPAIR

GUARDIAN REPAIR

PARTS:	0.00
PARTS COVERAGE CREDIT:	0.00 CR
TOTAL PARTS:	0.00
SURCHARGE TOTAL:	0.00
LABOR:	1,073.80
LABOR COVERAGE CREDIT:	0.00 CR
TOTAL LABOR:	1,073.80
MISC.:	0.00
MISC. COVERAGE CREDIT:	0.00 CR
TOTAL MISC.:	0.00

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PAGE 5 OF 7

\*\*\* CHARGE \*\*\*

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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
194686		23-AUG-2022	73423062		ACTT
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
83870	CM921		33538 / 5188		211

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 516M1D9B7CH214154

1 JSA WARRANTY ONLY - JSA - JOB SAFETY ANALYSIS

PARTS:	0.00
PARTS COVERAGE CREDIT:	0.00 CR
TOTAL PARTS:	0.00
SURCHARGE TOTAL:	0.00
LABOR:	0.00
LABOR COVERAGE CREDIT:	0.00 CR
TOTAL LABOR:	0.00
MISC.:	0.00
MISC. COVERAGE CREDIT:	0.00 CR
TOTAL MISC.:	0.00

2	2	2866636	GASKET, AFM DEVICE	CECO	16.58	33.16 *
1	1	2880482	CLAMP, V BAND	CECO	65.35	65.35 *
2	2	90875A	4 ALUMINI	E1-NGP	6.49	12.98 *
2	2	CC36077	OAT	FLG	18.25	36.50 *
1	1	3883284	SEAL, O RING	CECO	7.35	7.35
1	1	4034315RX	KIT, TURBOCHARGER ACTUATOR	DRC	1,436.14	1,436.14
1	1	2837201D	KIT, ACTUATOR	CLEAN	270.00	270.00
-1	-1	2837201D	KIT, TURBO ACTUATOR ISC/IS	DIRTY	270.00 -	270.00
1	1	3164291	SOCKET, ELC CNR REPAIR	CECO	9.34	9.34

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

5G



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MOUNT CLEMENS MI BRANCH  
43575 N. GRATIOT  
CLINTON TWSHP., MI 48036-  
(586)469-2010

INVOICE NO

S9-26332

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## BILL TO

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CHAD . - 248 6441800

PAGE 6 OF 7

\*\*\* CHARGE \*\*\*

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194686				23-AUG-2022	73423062		ACTT	
REF. NO.		SALESPERSON		PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.	
83870		CM921			33538 / 5188		211	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT	
OSN/MSN/VIN		516M1D9B7CH214154						
4		4	3818824	NUT,REGULAR HEXAGON	CECO	4.22	16.88	
4		4	4939565	STUD	CECO	23.98	95.92	
1		1	102408	CLAMP,V BAND	CECO	48.56	48.56	
1		1	4354226	DEVICE,AFTERTREATME	CECO	4,204.65	4,204.65	
1		1	A2000156-001	RADIATOR	OTHER	3,287.29	3,287.29	
1		1	2880212	CLAMP,V BAND	CECO	65.35	65.35	
1		1	4354226	DEVICE,AFTERTREATME	CECO	4,204.65	4,204.65	
1		1	5462277NX	SENSOR,PRESSURE	DRC	80.91	80.91	
1		1	2897331D	SENSOR,PRESSURE	CLEAN	13.50	13.50	
-1		-1	2897331D	SENSOR,PRESSURE	DIRTY	13.50	-	13.50
1		1	5367847	GASKET,INTEGRATED WIRING	CECO	181.47	181.47	
1		1	5311734	COVER,VALVE	CECO	227.06	227.06	
1		1	5293295RX	SENSOR,NITROGEN OXIDE	DRC	637.16	637.16	
1		1	2872298D	SENSOR, NITROGEN OXIDE	CLEAN	229.50	229.50	
-1		-1	2872298D	SENSOR, NITROGEN OXIDE	DIRTY	229.50	-	229.50

PARTS:	14,650.72
PARTS COVERAGE CREDIT:	4,401.20CR
TOTAL PARTS:	10,249.52
SURCHARGE TOTAL:	0.00
LABOR:	4,313.40
LABOR COVERAGE CREDIT:	1,183.00CR
TOTAL LABOR:	3,130.40

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

5G





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CHAD . - 248 6441800

PAGE 7 OF 7

\*\*\* CHARGE \*\*\*

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194686				23-AUG-2022	73423062		ACTT	
REF. NO.		SALESPERSON		PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.	
83870		CM921			33538 / 5188		211	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION		PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		516M1D9B7CH214154						

MISC.: 0.00  
MISC. COVERAGE CREDIT: 0.00CR  
TOTAL MISC.: 0.00

WARRANTIES APPLIED: FACTORY IN SHOP  
TAX EXEMPT NUMBERS:

LOCAL 0.00

Billing Inquiries? Call (877)480-6970

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SUB TOTAL: 14,453.72  
TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 14,453.72

AUTHORIZED BY (print name)

SIGNATURE

DATE

5G



## Sales and Service

MOUNT CLEMENS MI BRANCH  
43575 N. GRATIOT  
CLINTON TWSHP., MI 48036  
(586) 469-2010

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PO Box 772639  
Detroit, MI 48277-2639

### INVOICE NO

S9-26359

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

\*\*\*CREDIT MEMO\*\*\*

### SOLD TO

CITY OF BIRMINGHAM  
PO BOX 3001  
151 MARTIN ST  
BIRMINGHAM, MI 48012

### SHIP TO

CITY OF BIRMINGHAM  
PO BOX 3001  
151 MARTIN ST  
BIRMINGHAM, MI 48012-3001

PAGE 1 OF 1

\*\*\* ON ACCOUNT CHARGE \*\*\*

CONTACT CHAD CHECK

DATE		CUSTOMER ORDER NO.		DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
07-NOV-2022		114215					
CUSTOMER NO.		SHIP VIA		FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
194686		WILL CALL					
REF. NO.		SALESPERSON		PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
OECM-100-158897		OG838					
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

-1	-1	4354226	DEVICE,AFTERTREATME	CECO	4,204.65	4,204.65CR
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INVOICE REFERENCE WO-26332

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT  
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://customerpayment.cummins.com)

CREDIT FOR DOUBBLE BILLING FOR SCR ON WO-26332

CREDIT FOR DOUBBLE BILLING FOR SCR ON WO-26332

TRACKING#

SUB TOTAL: 4,204.65CR



## **MEMORANDUM**

Parking System

**DATE:** 10/24/22

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

**FROM:** Aaron Ford, Parking Systems Manager

**SUBJECT:** Repair Design & Construction Document Development

---

### **INTRODUCTION:**

Structural assessment reports were completed at all five of the City's parking structures by Wiss, Janney, Elstner Associates, Inc. (WJE). As part of those assessments, WJE was asked to prepare a 5-year plan to address all the repairs needed. More "Immediate Repair Recommendations" were approved by the City Commission in September of 2021. Those "Immediate Recommendations" have been completed, except at the North Old Woodward structure, which are still ongoing. WJE is now submitting a proposal to design repairs and develop construction documents for each of the City's five parking structures as part of a long-term (3-5 years) repair plan with construction beginning in 2023.

### **BACKGROUND:**

In 2020 and 2021, WJE performed condition assessments at four of the five subject parking structures for the purpose of developing short, mid, and long-term repair and maintenance strategies, as well as solutions to rehabilitate and extend the useful life of the structures. Following the completion of the condition assessments, the City chose to perform limited repairs at the North Old Woodward, Chester, Park, and Peabody parking structures. WJE designed repairs, developed construction documents, and provided construction period services for the repair projects during fall 2021. The projects at the Chester, Park, and Peabody parking structures have been completed. The project at the NOW structure is ongoing, with completion expected in late fall 2022. WJE also has previous experience, prior to the 2020-2021 assessment program, with the North Old Woodward and Pierce Street parking structures.

At a meeting with WJE on February 3, 2022, staff requested that WJE submit a proposal to design repairs and prepare construction drawings for the anticipated comprehensive repair projects at each parking structure, with the repair work to be performed over the subsequent years. The anticipated repair projects were to include all remaining repair recommendations outlined in WJE's original condition assessment reports, which generally consist of structural repairs, waterproofing

and facade repairs. City staff also requested that WJE include aesthetic and serviceability improvements within the parking structures and stairwells, including painting, and lighting.

WJE will retain a mechanical, electrical (lighting), and plumbing (MEP) sub consultant to assess the parking structures and assist with the assessment, design, and development of construction documents with respect to the MEP elements of the garages. Some of the MEP sub consultant tasks for each garage will include, but are not limited to the review of the original MEP construction drawings, building code review of the MEP systems, cost estimating, LED lighting upgrade design and lighting controls, egress lighting calculation and design, and electric Vehicle (EV) charging station design.

#### LEGAL REVIEW:

The City's attorney has reviewed and approved the agreement.

#### FISCAL IMPACT:

Provided in WJE's proposal is the fee schedule for the proposed work. See below:

<b>Table 1. Fee Schedule</b>	
<b>Scope</b>	<b>Fee</b>
<i>Fieldwork, Analysis, Schematic Design, Repair Design and Construction Document Development:</i>	
Peabody Street Parking Structure	\$56,000
Park Street Parking Structure	\$76,000
Chester Street Parking Structure	\$58,000
North Old Woodward Avenue Parking Structure	\$38,000
Pierce Street Parking Structure, including condition assessment phase	\$81,000
<b>WJE Scope Subtotal</b>	<b>\$309,000</b>
<i>MEP Subconsulting:</i>	
Assessment and Reporting	\$6,000 per garage = \$30,000
Scope Development, Repair Design, and Construction Documents	\$35,000 to \$45,000 per garage = \$175,000 to \$225,000
<b>MEP Subconsulting Subtotal</b>	<b>\$205,000 to \$255,000</b>
<b>2023 Bidding Assistance</b>	<b>\$10,000</b>
<b>Total</b>	<b>\$574,000</b>

A 10% (\$57,400) contingency is being included to cover any unexpected costs that may arise as the documents are finalized, bringing the total cost to \$631,400. This cost was anticipated in each structure's capital outlay building account budget for fiscal year 2022-2023. There is sufficient funding in these accounts for this contract.

#### PUBLIC COMMUNICATIONS:

None



#### SUMMARY:

WJE, who performed Condition Assessments on all five of the City's parking structures provided three repair recommendations in 2021: Immediate (within 1 year), Near-Term (within 1-2 years), and Long-Term (within 3-5 years). In September 2021, "Immediate Recommendations" were approved by the City Commission for the Park, Peabody, Chester, and North Old Woodward parking structures. These "Immediate Recommendations" were completed except at the North Old Woodward Garage, which will be completed by late fall 2022.

At the request of staff, WJE is submitting a proposal for Repair Design and Construction Document Development for all five parking structures. This proposal is for all remaining repairs. These repairs were part of the original assessment provided by WJE, however, they also include aesthetic and serviceability improvements and includes painting and lighting. Included in their services is project schedule, repair design and development of construction documents, assistance with bidding, and including an MEP sub consultant for addressing all the structures mechanical, electrical (lighting) and plumbing elements.

#### ATTACHMENTS:

1. City contract for agreement with WJE
2. Insurance Certificates
3. WJE repair design & construction document development proposal  
[https://drive.google.com/file/d/1qf9k6khEygulhn6TqAm3YeZQZyKs777F/view?usp=share\\_link](https://drive.google.com/file/d/1qf9k6khEygulhn6TqAm3YeZQZyKs777F/view?usp=share_link)
4. Assessment report repair recommendations for each garage
  - a. Chester  
[https://drive.google.com/file/d/1ZnG\\_XnmnOmmTZszpma4TU\\_xliYGbwcPj/view?usp=share\\_link](https://drive.google.com/file/d/1ZnG_XnmnOmmTZszpma4TU_xliYGbwcPj/view?usp=share_link)
  - b. North Old Woodward [https://drive.google.com/file/d/1nPTIcdksxGR6IubZmEUJm-LUpfyBxiMP/view?usp=share\\_link](https://drive.google.com/file/d/1nPTIcdksxGR6IubZmEUJm-LUpfyBxiMP/view?usp=share_link)
  - c. Park  
[https://drive.google.com/file/d/14qqYiBSGvi6WuIsOoO\\_dpt7BNU1gFkwr/view?usp=share\\_link](https://drive.google.com/file/d/14qqYiBSGvi6WuIsOoO_dpt7BNU1gFkwr/view?usp=share_link)
  - d. Peabody-[https://drive.google.com/file/d/1KWU0rCcr-Qni9JnWeD1IEIH9WT7vaM4n/view?usp=share\\_link](https://drive.google.com/file/d/1KWU0rCcr-Qni9JnWeD1IEIH9WT7vaM4n/view?usp=share_link)

#### SUGGESTED COMMISSION ACTION:

Make a motion to adopt the resolution awarding the contract to Wiss, Janney, Elstner Associates, Inc. for the proposed Repair Design & Construction Document Development for Park, Peabody, Pierce, Chester, and North Old Woodward parking Structures in the amount of \$631,400.00; further, to charge the contract to each structure's capital outlay account as costs are incurred. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

## AGREEMENT OF REPAIR DESIGN & CONSTRUCTION DOCUMENT DEVELOPMENT

**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 **WJE ENGINEERS AND ARCHITECTS**, A Michigan P.C., whose address is 30700 Telegraph Road, Suite 3580, Bingham Farms, MI 48025, (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires hiring a qualified professional firm to furnish repair design and construction documents for the five City owned parking structures known generally as: N. Old Woodward Ave, Park St, Peabody St, Pierce St, and Chester St.; and

**WHEREAS**, the Contractor has professional qualifications and unique historical knowledge that meet the project requirements and has provided a response and cost proposal to perform the requested repair design and construction document development as descriptive in the scope of work.

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

**1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for Proposal for Repair Design and Construction Document Development dated September 30, 2022, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

**2. TERM:** This Agreement shall have a term of one (1) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all design and construction documents prepared by the Contractor through such date.

**3. TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City. The total contract amount is \$574,000 and includes the scope of work as indicated in Table 1. Fee Schedule on page 7 of the Repair Design and Construction Document which is attachment A.

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

**5. INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the



term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors acceptance of the terms of this Agreement.

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

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

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

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

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

**11. STANDARD INSURANCE REQUIREMENTS:**

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers 4 Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers**

**thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

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

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

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

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

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012  
Attn: Aaron Ford  
(248) 530-1257

Contractor: Matthew E. Lewis, PE  
Senior Associate and Project Manager  
WJE Engineers and Architects  
(Wiss, Janney, Elstner Associates)  
30700 Telegraph Road - Suite 3580  
Bingham Farms, MI 48025  
Phone: 248-593-0900

**13. COVID:** The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor's staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

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

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

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

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

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

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


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

**20. RESPONSE TO REQUESTS FOR PROPOSALS:** The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written proposal dated September 30, 2022. In the event of a conflict in any of the terms of this Agreement and the proposal dated September 30, 2022, the terms of this Agreement shall prevail.

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

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


WJE ENGINEERS AND ARCHITECTS

By: MATTHEW LEWIS, P.E.   
Its: SENIOR ASSOCIATE

STATE OF MICHIGAN     )  
                                      ) ss:  
COUNTY OF OAKLAND    )

On this 1ST day of NOVEMBER, 2022, before me personally appeared MATTHEW LEWIS, who acknowledged that with authority on behalf of WJE ENGINEERS AND ARCHITECTS to do so he/she signed this Agreement.



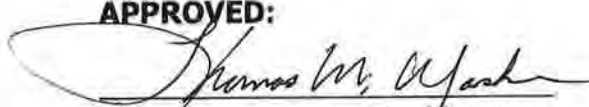
  
\_\_\_\_\_  
Notary Public  
MACOMB County, Michigan  
Acting in OAKLAND County, Michigan  
My commission expires: 8/15/2029

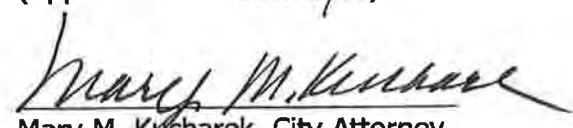
**CITY OF BIRMINGHAM:**

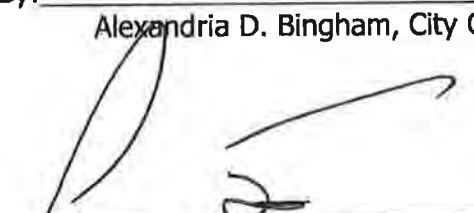
By: \_\_\_\_\_  
Therese Longe, Mayor

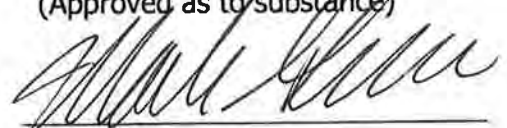
By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

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

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

  
Aaron Ford, Parking Manager  
(Approved as to substance)

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

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> Greyling Insurance Brokerage 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Sam Barbera	<b>FAX (A/C, No):</b> 847-291-9371	
	<b>PHONE (A/C, No, Ext):</b> 847-753-7211	<b>E-MAIL ADDRESS:</b> sbarbera@wje.com	
<b>INSURED</b> Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Nat'l Union Fire Ins Co of Pittsburgh, PA		19445
	<b>INSURER B:</b>		
	<b>INSURER C:</b> New Hampshire Ins. Co.		23841
	<b>INSURER D:</b>		
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 70864287**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		GL9566221	4/1/2022	4/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll <input checked="" type="checkbox"/> \$250/\$500 ded.	<input checked="" type="checkbox"/>		CA5721463	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC015853342 (AOS) WC015853341 (CA)	4/1/2022 4/1/2022	4/1/2023 4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

WJE No. 2022.0566 - Birmingham Parking Garages 2022

Additional Insured: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

**CERTIFICATE HOLDER****CANCELLATION**

City of Birmingham 151 Martin Street Birmingham MI 48012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Matias Ormaza

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## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Greyling Insurance Brokerage		<b>NAMED INSURED</b> Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** City of Birmingham

**ADDRESS:** 151 Martin Street Birmingham MI 48012

Subject to the terms, conditions, limitations and exclusions of the policies evidenced herein: The above are included as Additional Insureds when required by written contract with the Named Insured under the general liability including ongoing operations and products/completed operations and auto liability, but only with respect to services provided by the Named Insured, regarding the referenced project.

When agreed in written contract, coverage is provided on a primary and non-contributory basis, subject to the terms and conditions of the policies.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

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).

PRODUCER Greyling Insurance Brokerage 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Sam Barbera	FAX (A/C, No): 847-291-9371	
	PHONE (A/C, No, Ext): 847-753-7211	E-MAIL ADDRESS: sbarbera@wje.com	
INSURED Wiss, Janney, Elstner Associates, Inc Attn: Sam Barbera 330 Pfingsten Rd. Northbrook IL 60062	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Beazley Insurance Company, Inc.		37540
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 70864302

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			V30FA8220101	1/1/2022	1/1/2024	\$2,000,000 Per Claim \$2,000,000 Annual Aggregate

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

WJE No. 2022.0566 - Birmingham Parking Garages 2022

**CERTIFICATE HOLDER****CANCELLATION**City of Birmingham  
151 Martin Street  
Birmingham MI 48012

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

AUTHORIZED REPRESENTATIVE

Matias Ormaza

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## **MEMORANDUM**

**Finance Department**

**DATE:** November 2, 2022

**TO:** Thomas Markus, City Manager

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

**SUBJECT:** Public Hearing for Program Year 2023 Community Development Block Grant Application

### **INTRODUCTION:**

The Finance Department is requesting that the City Commission set a public hearing for December 19, 2022 in order to hear public comments on the City's 2023 Community Development Block Grant (CDBG) application.

### **BACKGROUND:**

Every year the City receives a grant for the Community Development Block Grant program. This is a federal grant program which is administered by Oakland County. The purpose of the grant is to:

- Primarily benefit low- or moderate-income persons or households
- Aid in the elimination of slum or blight conditions
- Meet an urgent community need

Previously, the City has used these funds to assist low income seniors and to make ADA compliant renovations to City property.

Oakland County has given the City a planning allocation of \$36,912 for the 2023 program year (July 2023 – June 2024). This is the same amount which was originally allocated to the City for the 2022-2023 program year and is subject to change.

In order to be eligible to receive these funds, the City must conduct a public hearing to receive citizen input, make a determination of eligible projects to be pursued and submit a completed application to Oakland County by December 23, 2022. The public hearing must be noticed at least 10 days in advance of the meeting.

### **PUBLIC COMMUNICATIONS:**

If the City Commission approves the public hearing, the hearing notice will be published in the Birmingham Eccentric newspaper.

**LEGAL REVIEW:**

None required

**FISCAL IMPACT:**

None

**SUMMARY:**

It is recommended that the City Commission set December 19, 2022 as the date to conduct the required public hearing. If the public hearing is set for December 19, 2022, a list of recommended projects and funding allocation will be presented to the public and commission for consideration at that time.

**ATTACHMENTS:**

None

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to set December 19, 2022 as the public hearing date for the Program Year 2023 Community Development Block Grant Program.

## MEMORANDUM

Finance Department

**DATE:** November 3, 2022

**TO:** Thomas Markus, City Manager

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

**SUBJECT:** Public Hearing Request for Reprogramming Community Development Block Grant Funds

### INTRODUCTION:

The Finance Department is seeking approval to hold a public hearing for the purpose of reallocating CDBG funds from one project to another.

### BACKGROUND:

At the November 25, 2019 City Commission meeting, the 2019 program year CDBG subrecipient agreement with Oakland County was approved. This agreement provided funding as follows: \$7,327 for yard services, \$3,500 for senior services, and \$25,263 for remove architectural barriers at the Adams Fire Station entrance. The project has not moved forward and it is requested that the \$25,263 be reprogrammed from remove architectural barriers to another remove architectural barrier project as shown below:

#### Existing (FROM) – Remove Architectural Barriers:

Account Number	Activity Description	Amount
731619	Remove Architectural Barriers - Adams Fire Station Entrance	\$25,263

#### Proposed (TO) – Remove Architectural Barriers:

Account Number	Activity Description	Amount
731619	Remove Architectural Barriers - Historical Museum Park Barrier-free Access	\$25,263

In order to transfer these funds, the City must conduct a public hearing to receive citizen input regarding the reprogramming of federal CDBG funds. It is recommended that the City Commission set December 19, 2022 as the date to conduct the required public hearing.

**LEGAL REVIEW:**

None necessary.

**FISCAL IMPACT:**

No fiscal impact. Reprogramming would allow these funds to be spent faster.

**PUBLIC COMMUNICATIONS:**

The public hearing will be noticed in the Eccentric Newspaper.

**SUMMARY:**

The City Commission is being asked to schedule and hold a public hearing on December 19, 2022 for the purpose of reprogramming 2019 CDBG funds.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to set December 19, 2022 as the public hearing date for the reprogramming of program year 2019 Community Development Block Grant (CDBG) funds.



## MEMORANDUM

Engineering

**DATE:** November 14, 2022

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

**FROM:** Scott D. Zielinski, P.E., Assistant City Engineer  
Melissa Coatta, P.E., City Engineer

**SUBJECT:** Michigan Department of Transportation (MDOT) Annual Permit

---

### INTRODUCTION:

MDOT requires that a certified resolution be provided to establish the authorized representatives designated to obtain permits for our community.

### BACKGROUND:

Each year the Michigan Department of Transportation (MDOT) requires the City of Birmingham to provide a certified Performance Resolution for Governmental Agencies for the purposes of issuing to the City an "Annual Application and Permit for Miscellaneous Operations within State Highway Right-of-Way" and for "Individual Permit for Use of State Highway Right-of-Way". Enclosed is a copy of the correspondence received from MDOT.

The Annual Permit is required to allow the City personnel or designated contractors to work in the MDOT right-of-way along Woodward Avenue (M-1) for routine maintenance related to the City's utilities, sidewalks, road intersections, or other features that are located within the right-of-way. For work covered under the annual permit, the City is only required to file an Advanced Notice on MDOT's Permit Gateway for the activity, and full plan reviews are not necessary. The Annual Permit will take effect January 1st, 2023 for the remainder of the calendar year.

MDOT also requires the City to obtain Individual Permits for specific construction projects that impact the MDOT right-of-way along Woodward Avenue (M-1). This not only includes direct construction activities, but also placement of temporary construction or detour signs for projects that may be located outside the MDOT right-of-way. For Individual Permits, the City is required to submit an application with plans of the proposed work, which is then reviewed by MDOT staff prior to issuing the permit.

The attached Performance Resolution for Governmental Agencies defines the terms of the Annual Permit and Individual Permit, including insurance requirements, and also designates the individuals that will be authorized to apply for Permits on behalf of the City.

**LEGAL REVIEW:**

This is an annual requirement, and has been reviewed by the attorneys office and has no objections.

**FISCAL IMPACT:**

None

**PUBLIC COMMUNICATIONS:**

None

**SUMMARY:**

Each year, MDOT requires the City to adopt the Performance Resolution for Governmental Agencies for the purposes of applying for the City's annual permit, as well as any individual permits that are needed throughout the year for working in the State Highway right-of-way along Woodward Avenue (M-1). It is recommended that representatives from the Engineering Department and Department of Public Services be authorized to act on behalf of the City for matters related to the MDOT permits.

**ATTACHMENTS:**

MDOT Letter – dated September 2, 2022  
MDOT Performance Resolution for Governmental Agencies

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve a 1 year agreement with the Michigan Department of Transportation (MDOT) for Governmental Agencies as written on MDOT Form 2207B (05/21), and authorizing the following titles to apply to MDOT for the necessary Annual Permit, and other Individual Permits for work within the State Highway Right-of-Way on behalf of the City of Birmingham; Director of Public Services, Parks and Recreation Manager, Public Services Manager, Parks and Forestry Foreman and Assistant Foreman, Streets Sewer and Water Foreman, Assistant City Engineer and City Engineer. In addition, to authorize the City Clerk to sign the certification of the Performance Resolution For Governmental Agencies form required for the Annual Permit on behalf of the City.



Clerk's Office  
City of Birmingham, MI

SEP 6 2022

GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
**DEPARTMENT OF TRANSPORTATION**  
OAKLAND TRANSPORTATION SERVICE CENTER

PAUL AJEGBA  
DIRECTOR

RECEIVED

September 2, 2022

**2023 ANNUAL PERMIT FOR WORK ON STATE TRUNKLINE RIGHT OF WAY**

The MDOT Oakland TSC is now accepting 2023 Annual Permit applications. All permit applications are to be submitted via the MDOT electronic Construction Permit System (CPS). The 2023 Annual Permit will be effective January 1, 2023. Your current 2022 Annual Permit shall continue to be used for any work occurring between now and December 31, 2022.

The Performance Resolution for Governmental Agencies (Form 2207B) was revised in May 2021, therefore, if you haven't done so already, an updated Resolution will be required for 2023. The form shall include the name or title of the designated person(s) authorized to sign permits and shall be uploaded into CPS with your Annual Permit application. I have attached a copy of the form and it can also be found on the internet at [www.michigan.gov/mdot](http://www.michigan.gov/mdot).

Each time you perform work under your Annual Permit you will need to submit an electronic Advance Notice via the MDOT electronic CPS system. No work shall be performed until the Advance Notice is approved by MDOT.

An Individual Permit is required for all proposed operations in the MDOT right of way not covered under the Annual Permit.

Municipalities, when working within their municipal limits, are exempt from permit fees.

Thank you for your cooperation. If you have any additional questions, feel free to contact me at 248-895-2558 or MDOT Inspector Jesse Thomas at 248-228-6730.

Sincerely,

Stacey Gough  
Oakland TSC Utility/Permit Engineer  
[goughs@michigan.gov](mailto:goughs@michigan.gov)

cc: File



## PERFORMANCE RESOLUTION FOR MUNICIPALITIES

*This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".*

RESOLVED WHEREAS, the City of Birmingham  
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Parks & Recreation Manager, Parks and Forestry Forman,  
Parks & Forestry Assistant forman, Public Services Manager,  
Streets Sewer and Water Forman, Director of Public Services,  
City Engineer and Assistant City engineer

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the City Commission  
(Name of Board, etc.)  
 of the City of Birmingham of Oakland  
(Name of MUNICIPALITY) (County)  
 at a Regular meeting held on the 14th day  
 of November A.D. 2022.

Signed

Title

Print Signed Name



## **MEMORANDUM**

Engineering Department

**DATE:** November 14, 2022

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

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

**SUBJECT:** Evergreen-Farmington Sanitary Drain (EFSD) Corrective Action Plan Phase 2 Drain Bonds Series 2023 Prepayment

---

### **INTRODUCTION:**

The Oakland County Water Resource Commission (OCWRC) will start construction next year on the Corrective Action Plan Phase 2 for Evergreen-Farmington Sanitary Drain (EFSD) Drainage District. Communities can pay the assessment in installments with interest or prepay the assessment. The Engineering Department and Finance Department recommend prepaying the assessment for this project.

### **BACKGROUND:**

The City entered into a Chapter 20 Section 471 Agreement with OCWRC in August 2021. This agreement has the City's apportionment percentage at 0.11%.

EFSD Corrective Action Plan Phase 2 project includes the 8 Mile Road Project and Lathrup Village Sanitary Retention Tank Improvement. This project will increase EFSD outlet capacity to Great Lake Water Authority (GLWA) and is a requirement of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Administrative Consent Order for EFSD.

The total estimated cost of the project in 2020 was \$72,700,000.00, with the City's portion of prepayment to be \$79,970.00. Since then, the design has been completed and portions of the project were issued for bidding. The project is now projected at \$127,540,000.00, approximately a 75% increase due to construction materials and labor costs. OCWRC applied and received an EGLE Clean Water State Revolving Fund (CWSRF) financing for this project. The interest rate on the bonds is 1.875% and the bonds will receive principal forgiveness of 10% of the amount financed.

The EFSD Drain Board has scheduled a meeting on November 15, 2022, to discuss and approve the recommended Assessment Roll relating to Drain Bond Series 2023. The City has the option to prepay for this project at \$140,294.00 or to make installment payments that total \$158,011.00.

The installment payment is interest only for 2024-2027 and then principal for 2028-2047. The Engineering Department and Finance Department recommended prepaying for this project at \$140,294.00

**LEGAL REVIEW:**

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

**FISCAL IMPACT:**

This item was not budgeted in the fiscal year 2022-2023, therefore a budget amendment is recommended if the City Commission approves the prepayment.

**PUBLIC COMMUNICATIONS:**

OCWRC's Steering Committee meetings that discussed the proposed projects are open to the public and City has participated in these meetings.

**SUMMARY:**

The Engineering Department and Finance Department recommends a prepayment of \$140,294.00 for the Evergreen-Farmington Sanitary Drain (EFSD) Corrective Action Plan Phase 2 Drain Bonds Series 2023.

**ATTACHMENTS:**

- Resolution of Prepayment for Evergreen-Farmington Sanitary Drain (EFSD) Corrective Action Plan Phase 2 Drain Bonds Series 2023
- OCWRC October 31, 2022 Letter
- City Commission Memo of July 8, 2021, for Evergreen-Farmington Sanitary Drainage District Chapter 20 Section 471 Agreement.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to prepay in full the assessment for the Evergreen-Farmington Sanitary Drain Drainage District, Corrective Action Plan Phase II Project CWSRF Project Number 5834-01 in the amount of \$140,294.00 and to authorize the Mayor and City Clerk to sign the resolution on behalf of the City and to notify the Drain Board by November 30, 2022 of the intent to prepay along with the completed resolution, further charge this assessment to account number 590.0-537.000-811.0000, and further appropriate and amend the 2022-2023 Sewer Fund budget as follows:

**Revenues:**

Draw from Net Position	590.0-000.000-400.0000	\$140,300
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**Expenses:**

Public Works – Other Contractual Service	590.0-537.000-811.0000	\$140,300
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**CITY OF BIRMINGHAM**  
**COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION**

Minutes of a regular meeting of the City Commission of the City of Birmingham, County of Oakland, State of Michigan (the “City”), held in said City on \_\_\_\_\_, 2022.

PRESENT:    *Commission/Board Members:*

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ABSENT:    *Commission/Board Members:*

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WHEREAS, pursuant to the petitions filed with the Oakland County Water Resources Commissioner by the Charter Township of West Bloomfield and the City of Southfield, proceedings have been taken under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended (the “Drain Code”), for the location, establishment and construction of the Evergreen-Farmington Sanitary Drain (the “Project”), consisting of all improvements necessary to bring the previously established Evergreen-Farmington Sewage Disposal System into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019, and that now serve the Evergreen-Farmington Sanitary Drain located in the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield in the County of Oakland, Michigan (collectively, the “Public Corporations”), as set forth in Attachment A, and said Project having been determined to be necessary for the public health; and

WHEREAS, on November 17, 2020, the Drainage Board for the Evergreen-Farmington Sanitary Drain (the “Drainage Board”) approved the Final Order of Determination for the Project, and on June 22, 2021 approved a Final Order of Apportionment of the cost of the Project to be borne by the several public corporations as follows:

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	<u>8.10%</u>
	100.00%

; and

WHEREAS, on November 15, 2022, the Drainage Board is expected to approve and adopt Special Assessment Roll No. 1 for the Evergreen-Farmington Sanitary Drain (“Roll No. 1”), relating to the Evergreen-Farmington Sanitary Drain Bonds, Series 2023 (the “Bonds”) to be issued to finance a portion of the Project; and

WHEREAS, the Bonds will be payable from the collection of special assessments against the Public Corporations as set forth in Roll No. 1, as may be adjusted at the time bonds are sold, as provided in one or more orders of the Chairperson of the Drainage Board, said special assessments to be duly confirmed as provided in the Drain Code; and

WHEREAS, prior to the issuance of the Bonds, the Drainage Board has notified the City, to permit, should the City determine expedient, to prepay the assessment set forth in Roll No. 1 and avoid interest charges associated with the anticipated Bonds; and,

WHEREAS, the Drainage Board has requested that the City adopt a resolution and affirming its intention to prepay its assessment set forth on Roll No. 1 and forward the same by November 30, 2022, and make full payment of the assessment set forth on Roll No. 1 by December 30, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the City hereby confirms that it will pay in full, its assessment in the amount of \$140,294.00, as set forth on Roll No. 1.

BE IT FURTHER RESOLVED that the City hereby acknowledges that the aggregate amount assessed and the amount assessed against each public corporation, including the City may be adjusted at the time the Bonds are sold, as provided in one or more orders of the Chairperson of the Drainage Board.

BE IT FURTHER RESOLVED that the City Treasurer is directed to notify the Drainage Board for the Evergreen-Farmington Sanitary Drain of its intention to submit payment to the no later than November 30, 2022.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
City Clerk

State of Michigan     )  
                                  )ss  
County of                )

I hereby certify that the foregoing constitutes a true and correct copy of the resolution adopted by the City Commission of the City of Birmingham, County of Oakland, State of Michigan, at a regular meeting held on \_\_\_\_\_, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Act 267 of the Michigan Public Acts of 1976.

\_\_\_\_\_  
City Clerk

**October 31, 2022**

**City of Birmingham  
151 Martin Street  
Birmingham, MI 48009**

Re: Evergreen-Farmington Sanitary Drain Drainage District, Corrective Action Plan Phase II Project  
CWSRF Project Number 5834-01  
Drain Bonds, Series 2023

The Drainage Board for the Evergreen-Farmington Sanitary Drain Drainage District (Drainage District) will soon commence the construction segment of the Corrective Action Plan 8 Mile Road Project and Lathrup Village Sanitary Retention Tank Improvements Project (Project). The intent of the Project is to increase the outlet capacity of the Evergreen-Farmington Sewage Disposal System to the Great Lakes Water Authority (GLWA). The increased capacity is needed to mitigate wet weather sanitary sewer overflows (SSOs) and is a requirement of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Administrative Consent Order (ACO).

The Project consists of:

1. Increasing the capacity of the 8 Mile Road Pump Station
2. Lathrup Village Sanitary Retention Tank Grade Separation
3. Purchasing 57 cfs of additional capacity from the Great Lakes Water Authority's (GLWA) sewer system.

On November 15, 2022, the Drainage Board is anticipated to approve the Assessment Roll relating to the Drain Bonds Series 2023. Attached is a copy of the draft Assessment Rolls and a statement of the estimated annual debt service cost for your community. Upon approval, the Chairman of the Drainage Board will certify to each community its total assessment on each roll.

**Each community may elect to either pay its assessment in installments with interest or prepay its assessments.**

#### **Installment Payments**

EGLE accepted the Project into the FY2023 Clean Water State Revolving Fund (CWSRF) financing Intended Use Plan. The interest rate on the bonds will be 1.875%, and the bonds will receive principal forgiveness of 10% of the amount financed. It is important to note, per EGLE's FY2023 CWSRF structuring, the principal forgiveness is only applied to the amount financed.

The CWSRF financing is a draw-based loan. The Drain District will draw against the loan as Project construction proceeds. Semi-annual interest on the bonds will accrue based on the actual dollar amount that has been drawn on the Project. The Drainage District will pay the interest on April 1 and October 1, beginning October 1, 2023. Oakland County Fiscal Services, on behalf of the Drainage District, will invoice communities for interest due prior to the due date. The CWSRF Bonds are anticipated to close on January 20, 2023. It is anticipated (subject to change) that principal payments will begin on October 1, 2027.



**If your community chooses to pay in installments, no action is required.** Your community's assessments will be included in the Series 2023 Bond issue. Each assessment will be collected over twenty (20) installments.

#### **Prepayment**

**Each community electing to prepay its assessments must notify the Drain Board of its intent to prepay and the amount to be prepaid by November 30, 2022.** If your community's board or council decides to adopt a resolution approving prepayment following consultation with your local attorney, please include the adopted resolution in your prepayment notice. A template resolution confirming the prepayment of your community's special assessment is attached for your convenience.

Email the notice of intent to prepay to Carrie Cox, P.E., and Steven Burke, CFA ([coxc@oakgov.com](mailto:coxc@oakgov.com); [steveb@mfc.com](mailto:steveb@mfc.com)). In addition, mail a hard copy of the notice of intent to prepay to the Office of the Oakland County Water Resources Commissioner, Attention: Carrie Cox, P.E., One Public Works Drive, Bldg. 95-West, Waterford, MI 48328.

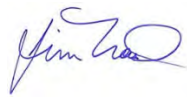
Oakland County Fiscal Services will send prepayment invoices with payment instructions on or about December 1, 2022. All prepayments must be received by Oakland County no later than December 30, 2022.

Should you have any questions, please contact the following individuals:

- Project questions: Carrie Cox, P.E., Chief Engineer, Oakland County Water Resources, at 248.470.1314 or email: [coxc@oakgov.com](mailto:coxc@oakgov.com).
- Financing questions: Steven Burke, CFA, financial advisor to the Drainage District, MFCI, LLC, at 313.782.3011 or email: [steveb@mfc.com](mailto:steveb@mfc.com).

Thank you, and we look forward to our continued relationship as we proceed with this important Project.

Thank you,



Jim Nash  
Oakland County Water Resources Commissioner

Attachments

***Purely Resourceful***

**Evergreen-Farmington Sanitary Drain Drainage District**  
**County of Oakland**  
**October 31, 2022**

**Estimated Drain Assessment - CWSRF - Drain Bonds, Series 2023**

Public Corporation Assessed:	<b><u>City of Birmingham</u></b>
Total Estimated Cost of the Project:	\$127,540,000
Percentage of the Project Assessed:	0.1100%
<b>Estimated Total Amount of the Project Assessed:</b>	<b><u>\$140,294</u></b>

**Estimated CWSRF Series 2023 Bond Issue Details**

Estimated Bond Debt Service Schedule: *Interest Due Semi-Annually, Beginning October 1, 2023*  
*Principal Due Annually October 1, beginning October 1, 2027*

<b>Installment Number</b>	<b>Fiscal Year ending June 30,</b>	<b>Total Estimated Fiscal Year Principal &amp; Interest - Including 10% Principal Forgiveness</b>
Interest Only*	2024	839
Interest Only*	2025	1,417
Interest Only*	2026	1,993
Interest Only*	2027	2,349
1	2028	7,566
2	2029	7,570
3	2030	7,568
4	2031	7,569
5	2032	7,569
6	2033	7,572
7	2034	7,572
8	2035	7,571
9	2036	7,573
10	2037	7,573
11	2038	7,571
12	2039	7,572
13	2040	7,571
14	2041	7,573
15	2042	7,572
16	2043	7,570
17	2044	7,570
18	2045	7,568
19	2046	7,569
20	2047	7,572
<b>Total Estimated Debt Service (including 10% Principal Forgiveness): \$</b>		<b><u>158,011</u></b>

**Interest Calculation Detail:**

Interest on the outstanding principal balance shall accrue at the following estimated rate per annum (total interest cost) payable October 1, 2023 and semi-annually thereafter: **1.875%**

\*Interest estimated based on the projected draw schedule. Actual interest accrued will be based on the timing of the future draw schedule and will change based on the timing of the construction project.

**DATE:** July 8, 2021

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

**FROM:** James J. Surhigh, Consulting City Engineer  
Mary Kucharek, City Attorney

**SUBJECT:** Evergreen-Farmington Sanitary Drainage District  
Chapter 20 Section 471 Agreement

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**INTRODUCTION:**

The Oakland County Water Resources Commissioner (WRC) will be renewing the agreement for the Evergreen Farmington Sewage Disposal System with the 15 communities that the system provides regional sanitary service to, which includes the City of Birmingham. The new service agreement will replace the 1989 Inter-municipal Agreement (Act 342) with a Chapter 20 Drain, to be established under Section 471 of the State of Michigan Drain Code. The new agreement includes an apportionment of costs for certain initial projects, and any future projects would be required to follow the process allowed under Chapter 20 of the Drain Code. WRC is asking all communities to approve the new agreement before the August 2021 Drain Board Meeting.

**BACKGROUND:**

The Evergreen Farmington Sanitary Drain (E-F Drain) provides an outlet for City sewers located in the approximate western half of the City. The flows in the City combined sewers that drain to the Birmingham CSO Retention Treatment Facility (at Linden Park), Bloomfield Village Retention Treatment Facility (at Lincoln Hills Golf Course), and the Acacia Park CSO Retention Treatment Facility (in Beverly Hills, at Evergreen & Beverly Road) discharge to the Evergreen Farmington Drain through regulated connections. A small number City sanitary sewers discharge directly to the Evergreen Farmington Sanitary Drain. In addition, a small number of individual private buildings have service connections to the E-F Drain. Flows in the E-F Drain continue south of the City through Beverly Hills and Southfield, eventually connecting to the Great Lakes Water Authority (GLWA – formerly known as DWSD) sewer system in Detroit, where they are treated at the GLWA Wastewater Treatment Plant along the Detroit River.

The current agreement between WRC and the City was from 1989, and established contractual “town outlet capacities” that the City and other communities were to adhere to. The CSO Abatement Program that the City participated in in the mid-1990’s, where the retention treatment facilities were constructed, were designed to meet the City’s contractual capacity requirement. The retention treatment facilities are owned and operated by the WRC, and the City is responsible for an apportionment of costs to operate and maintain the facilities. As part of the WRC’s wet-weather operation of these facilities, they routinely restrict flows from entering the E-F Drain to help manage stress on the

sanitary system and reduce the risk of basement flooding throughout this portion of the Drain District.

As part of the new agreement, certain projects are being planned for that will improve the outlet capacity for the E-F Drain, which benefits all of the communities in the Drain District during “wet-weather” conditions. The costs for these projects will be apportioned to the communities based on “wet-weather” contributions to the E-F Drain. Because flows from the retention treatment facilities are reduced by WRC during “wet-weather”, the City’s apportionment percentage is only 0.11%, even though by land area, Birmingham comprises approximately 2.5% of the Drainage District. The total estimated project costs are \$72,700,000, and the apportionment cost to the City for these projects is estimated to be \$79,970. Other costs to the City for routine sewage treatment and disposal will continue by the “rolling three-year average” method that WRC has used for several years.

The new service agreement presented at this time is the culmination of a review process that has occurred over the past several months. City Attorney Kucharek, Finance Director Gerber, and Consulting City Engineer Surhigh have been part of the review process, and City Manager Markus has been updated as necessary over that time. WRC is asking community approval of the agreement before their August Drain Board meeting (scheduled for late August), to allow time for the necessary bond sales to fund the proposed “outlet capacity improvement projects” included in the agreement.

#### LEGAL REVIEW:

The attached Evergreen-Farmington Sanitary Drainage District Chapter 20 Section 471 Agreement was prepared by the Oakland County Water Resources Commissioner legal staff, and was subject to a number of revisions during the community review process. The attached version is considered to be the final agreement. The City Attorney has reviewed the document with respect to form, and no changes were required.

#### FISCAL IMPACT:

The City’s responsibility to the Evergreen-Farmington Sanitary Drain Drainage District for initial capital improvement projects as part of this agreement is \$79,970.00, which is less than the amount anticipated and included in the fiscal 2021-2022 budget. WRC provides projections for sewage treatment rates, which have been considered in development of the City’s sewer rates. The Finance Department reviewed the proposed cost apportionment breakdown and had no objections.

#### PUBLIC COMMUNICATIONS:

WRC’s steering committee meetings that discussed the proposed projects and agreement were open to the public. City Manager, Finance Director, City Attorney, and City Engineer have been regular participants in these meetings.

#### ATTACHMENTS:

- Evergreen-Farmington Sanitary Drain Drainage District Chapter 20 Section 471 Agreement (27 pages)
- Select pages from WRC presentation to E-F Steering Committee on April 30, 2020 (8 pages)
- Select pages from WRC presentation to City Manager & City Engineer on February 1, 2021 (13 pages)

**SUGGESTED RESOLUTION:**

To approve the Chapter 20 Section 471 Agreement with the Evergreen-Farmington Sanitary Drain Drainage District, agreeing to pay the City's share of apportioned costs related to the capital improvements described in said agreement. The total amount of the City's share of the cost is \$79,970: to be charged to 590-536.001-981.0100, Sewer Fund, Public Improvements. Also, to direct the Mayor to sign the agreement on behalf of the City.

**EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT**  
**CHAPTER 20 SECTION 471 AGREEMENT**

This Agreement, dated the \_\_\_\_ day of \_\_\_\_\_, 2021, by and among the Drainage Board for the Evergreen Farmington Sanitary Drain Drainage District (the “Drainage Board”), the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield (each, a “Public Corporation” and collectively, the “Public Corporations”). The Drainage Board and the Public Corporations are sometimes referred to each as a “Party” and collectively as the “Parties.”

WHEREAS, by Resolution No. 7674, adopted September 2, 1976, and pursuant to the provisions of Act No. 342 of the Public Acts of Michigan of 1939, as amended (“Act 342”), the County of Oakland (the “County”) established the Evergreen-Farmington Sewage Disposal System (the “EFSDS” or the “System”) and designated and appointed the Oakland County Drain Commissioner, now the Oakland County Water Resources Commissioner, as the “county agency” for the System pursuant to Act 342 (the “County Agency”), with all the powers and duties with respect to the acquisition, construction and financing of facilities for the System as are provided by law especially Act 342; and

WHEREAS, Section 3 of Act 342 authorizes the County Agency to make and execute proposed alterations, changes, and extensions of the improvements, facilities, or services authorized herein; to locate, acquire, purchase, construct, alter, repair, maintain, and operate the improvements, facilities, and services authorized herein and enter into and execute contracts therefor; and

WHEREAS, the County Agency and the Public Corporations serviced by the EFSDS entered into the Evergreen and Farmington Sewage Disposal Systems Intermunicipal Contract Concerning Wastewater Treatment and Pollution Control Projects, dated September 30, 1989 (the “342 Agreement”); and

WHEREAS, certain of the Public Corporations petitioned for the location, establishment and construction of an intra-county drain project consisting of the sewage disposal system previously known as the EFSDS and all improvements necessary or prudent to bring the EFSDS into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019 (the “ACO”); and

WHEREAS, the Drainage Board named said drain project the Evergreen-Farmington Sanitary Drain (the “Drain”, and the improvements to be undertaken to comply with the ACO also referred to herein as the “Project”) and named the drainage district composed of the Public Corporations the Evergreen-Farmington Sanitary Drain Drainage District (the “Drainage District”) composed of the Public Corporations to be assessed for the Drain, pursuant to Chapter 20 of the Michigan Drain Code, Act No. 40 of the Public Acts of Michigan of 1956, as amended (the “Drain Code”) and issued its Final Order of Determination as executed by the Chairperson of the Drainage Board on November 17, 2020 (the “Final Order of Determination”); and

WHEREAS, as provided in the petitions, the issuance of bonds to finance the Project is contingent upon the Public Corporations and the Drainage District entering into an agreement as provided by law setting forth the services and operations of the Drainage District and to provide for methods of addressing and apportioning future improvements to the Drainage District; and

WHEREAS, Section 471 of the Drain Code authorizes the Drainage Board to contract with any public corporation including any agency thereof, including the Public Corporations and the County Agency; and

WHEREAS, the Drainage Board and the Public Corporations acknowledge that the underlying purpose of this Agreement, entered into pursuant to the authority provided in Section 471 of the Drain Code, is to fully satisfy the terms of the petitions and allow for the issuance of bonds to finance the Project; supersede and replace the Act 342 Agreement; provide for the operations, maintenance, and administration of the Project and the Drainage District by the Drainage Board; acknowledge responsibilities with respect to outstanding debt obligations issued to finance EFSDS improvements; and promote communication by and among the Drainage Board and the Public Corporations; and

WHEREAS, it is understood and agreed that the entire cost of the Project and the entire cost for the operations, maintenance, and administration of the Drainage District is to be assessed against the Public Corporations pursuant to Chapter 20 of the Drain Code.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS.

### **AGREEMENT**

1. **Evergreen-Farmington Sanitary Drain Drainage District.** The Parties acknowledge the legal establishment of the Drain and the Drainage District pursuant to the Final Order of Determination and in accordance with applicable law including, but not limited to Chapter 20 of the Drain Code. The Parties acknowledge that the Project is to provide improvements necessary or prudent to bring the EFSDS, now the Drainage District, into compliance with the ACO.

2. **Town Outlet Capacity.** The Parties acknowledge that each Public Corporation's respective ability to discharge to the Drain is limited to that provided in the Town Outlet Capacities attached as **Exhibit 1 (Town Outlet Capacities)**. The Town Outlet Capacities provided herein will not be available until after the full completion of the project described in this Agreement. After a Public Corporation reaches its Town Outlet Capacity, that Public Corporation shall have the right to contract for any additional needed capacity outside of the Drain, but it shall retain its obligation to deliver its Town Outlet Capacity to the Drain. The Drainage District agrees that each Public Corporation shall retain the right to deliver wastewater in the amount as set forth for its respective Town Outlet Capacity, to the Drain subject to the terms and conditions of this Agreement, including any extension thereof, so long as each Public Corporation shall continue to pay the amount specified herein for its respective assessment of the cost of the Project, the operation, maintenance and improvement, and administration of the Drainage District, and any additional facilities of the Drainage District as provided herein. No Public Corporation shall have the right unilaterally to terminate or reduce such payments, but if any such Public Corporation

shall breach such obligation, the Drainage District shall be authorized to terminate or reduce such delivery rights or to transfer such delivery rights to other public corporations, whether a party hereto or not. The discharge of wastewater into the Drain from any Public Corporation whether a Party or not, shall not exceed the Town Outlet Capacity of such public corporation. Responsibility and authority will be vested with the Drainage District to oversee and regulate the discharge of wastewater from each Public Corporation and take appropriate actions to protect the rights of the Drainage District to promote each Public Corporations to discharge up to but not in excess of its respective Town Outlet Capacity. The Drainage District acknowledges that exceedances may occur from time to time. If a Public Corporation exceeds their respective Town Outlet Capacity, all Public Corporations tributary to that location will meet with the Drainage District to discuss the reasons for non-compliance. Public Corporations found by the Drainage District to be in exceedance of their respective Town Outlet Capacity can be required by the Drainage District to develop and implement a written corrective action plan acceptable to the Drainage District within 90 days of the Drainage District's finding or as otherwise agreed. A written corrective action plan shall be consistent with the Evergreen-Farmington Sanitary Drain Cohesive Operating Protocol or successor protocol, plan, or document. In the event it becomes necessary or prudent to install meters to monitor the flow of wastewater into the Drain, the costs for installation and operation of such meters shall be borne by all Public Corporations as a general system cost and shall be assessed or otherwise be obligated to be paid in accordance with Chapter 20 of the Drain Code.

3. **EFSDS Transfer And Legal Title.** The Parties acknowledge that the EFSDS is hereby transferred to and established as the Drain in accordance with law and the ACO notice provisions. The Drainage Board shall be responsible for the operations, maintenance, and administration of the Drainage District in accordance with Chapter 20 of the Drain Code.

4. **EFSDS Outstanding Debt Obligations.** The Parties acknowledge that there are outstanding debt obligations issued by the County for improvements to the EFSDS, attached as **Exhibit 2 (Index of Outstanding EFSDS Bonds)**. The Parties hereby covenant and agree that, so long as any such bonds or other debt obligations remain outstanding and unpaid, the provisions of this Agreement shall not impair the security for the bonds or other obligations or the prompt payment of principal or interest thereon. The Public Corporations, the Drainage Board, and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this Agreement promptly, and will not suffer to be done any act which would in any way impair bonds or other debt obligations, the security therefor, or the prompt payment of interest thereon. The Parties acknowledge that such outstanding debt obligations will continue to be serviced in the manner that they are currently being serviced, and that the County Agency shall continue to pay the County of Oakland the amounts necessary to meet all such bond payments, debt service, and obligations until and unless otherwise agreed between the Drainage District and the County. The Parties further acknowledge that with respect to any debt issued pursuant to Act 342, the Oakland County Water Resources Commissioner will continue in the capacity as County Agency, as designated and appointed by the County for the EFSDS for carrying out the purposes of and exercising the powers and duties vested in any contract entered into by and among the County and any of the Public Corporations pursuant to Act 342 (any such contract referred to herein as an "Act 342 Contract"). Any Party that is party to an Act 342 Contract ratifies and confirms its obligations under any such Act 342 Contract and agrees to continue to carry out its obligations under such Act 342 Contract, including the payment of amounts required to be paid by any Public Corporation to the County Agency for the payment of debt service and any County



Agency administrative expenses, as provided in the Act 342 Contract. To the extent there is any inconsistency between an Act 342 Contract and this Agreement, the terms of the Act 342 Contract will prevail.

5. **Drainage District Operations.** The Drainage District shall operate in accordance with accepted public utility operational procedures. The Drainage District shall not be liable to any Public Corporation, or any individual user therein, for any interruption in service. The Public Corporations agree to comply with their respective administrative consent orders. A list of the Public Corporation's Administrative Consent Orders is provided in **Exhibit 3 (Public Corporation Administrative Consent Orders)**.

6. **Public Corporation Consent To Location of Drainage District.** The Public Corporations, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Drain and of other extension, improvement or enlargement thereof, within their corporate boundaries and to the use by the Drainage District of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Drain and any improvement, enlargement or extension thereof. The Public Corporations further agree that in order to evidence and effectuate the foregoing agreement and consent, they will execute and deliver to the Drainage District such grants of easement, right-of-way, permit or consent as may be requested by the Drainage District. Each Public Corporation agrees to transmit to the Drainage District wastewater collected within its respective boundary or otherwise provided by contract up to its Town Outlet Capacity, at reception points designated by the Drainage District, and the Drainage District agrees that the Drainage District shall accept and dispose of such wastewater for treatment.

7. **Public Corporation Wastewater.** Each Public Corporation shall be responsible at its own expense to properly operate and maintain its respective sewer system to collect and deliver wastewater flow to the Drain. The Drainage District shall have no responsibility for the Public Corporations' sewer systems. The Public Corporations shall be responsible for the character of their respective wastewater flows and shall comply with standards, rules, and regulations controlling the transportation and discharge of wastewater to the Drain. Each Public Corporation by the adoption of appropriate ordinances or rules or regulations shall enforce all legal requirements and Drainage District requirements including those relating to industrial pretreatment. Each Public Corporation shall not deliver wastewater to the Drain in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements.

8. **Service Area.** The service area of the Drain is depicted in **Exhibit 4 (Service Area Map)** which service area consists of the EFSDS interceptor system as configured as of the date of establishment of the Drain and Drainage District by execution of the Final Order of Determination, and includes areas served pursuant to existing service agreements of certain Public Corporations with other municipalities outside of the Drainage District as listed in **Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities)**. The Parties understand that the Drainage District is currently subject to the contract between the EFSDS (and as anticipated to be transferred and assigned to the Drainage District) and the Detroit Water And Sewerage Department (as has been assigned to the Great Lakes Water Authority). The Parties also understand that the Drainage District is currently negotiating a new contract with the Great Lakes

Water Authority. No Public Corporation that is a party to this contract shall divert flow that is presently tributary to the Drain to another sewage treatment plant or facility or construct or permit the construction of any new sewage treatment plant or facility within the Drainage District without the approval of the Drainage Board.

9. **Assessments of Public Corporations For the Payment Of Project Costs.** The Parties acknowledge and approve the Project and the preliminary plans and cost estimates for the Project attached as **Exhibit 6 (Project Preliminary Plans And Cost Estimates)**. The Project is limited to those improvements described in the petitions of the Charter Township of West Bloomfield dated July 13, 2020 and the City of Southfield dated July 20, 2020 and the Final Order of Determination of the Drainage Board dated November 17, 2020. The Public Corporations acknowledge and agree to pay the Drainage District for all Project costs, including the acquisition, construction, and financing of the Project in accordance with the approved Final Order of Apportionment, executed by the Chairperson of the Drainage Board on June 22, 2021, establishing the assessment percentages as described in **Exhibit 7 (Final Order of Apportionment Assessment Percentages)**. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition and construction of the Project, the approval of the work and materials therefor, and construction supervision, shall be under the exclusive control of the Drainage Board. The Drainage Board shall maintain appropriate insurance coverage for the Project. The insurance premiums for policies secured by the Drainage Board for the Project shall become a Project cost. In the event the amount of any judgment, arbitration award or settlement, including litigation costs, are payable by the Drainage Board, such amount shall be a Project cost. It is specifically recognized by all Public Corporations that the Drainage Board may issue bonds on behalf of the Drainage District in anticipation of the collection of assessments or other payments required to be made by the Public Corporations under the provisions of Chapter 20 of the Drain Code and as described in this Agreement, and the Public Corporations covenant and agree that they will make all required payments to the Drainage Board promptly and at the times specified herein.

10. **Assessments and Charges to Public Corporations For The Payment Of Drainage District Operations, Maintenance, and Administration Costs.** The Public Corporations shall pay the Drainage Board for the operation, maintenance, and administration of the Drain and related wastewater services at such amounts as the Drainage Board may establish from time to time based on the aggregate quantity of wastewater on a multi-year rolling average method entering the Drain attributable from the Public Corporations or any other method as determined by the Drainage Board, based on the benefits that accrue to each Public Corporation and the extent to which each Public Corporation contributes to the conditions that make the Drainage District necessary. At least annually, representatives of the Drainage Board shall offer to meet with the Public Corporations and discuss the method of assessment of operation, maintenance, and administration of the Drain. The Parties acknowledge that amounts charged by the Drainage Board to each Public Corporation will include all applicable costs and expenses associated with financing, administration, operation and maintenance, sewage disposal charges or other applicable expenses as determined by the Drainage Board, and will include an allocable share of debt service owed on outstanding bonds and other obligations issued by the County for improvements to the EFSDS. In the event that the Drainage District is billed directly by the Great Lakes Water Authority for charges associated with high strength and industrial wastewater flows, such charges may be invoiced directly to the responsible Public Corporation(s) as determined by

the Drainage Board. Each of the Public Corporations reserves the right to establish the manner in which it assesses and charge properties within the Public Corporation benefiting especially from the Drain or otherwise provide for the amounts needed to pay for the Drainage District assessments, in accordance with the Drain Code and other applicable law. Operation, maintenance, and administrative expenses shall include, but not be limited to, such amounts as in the judgment of the Drainage Board to pay for any losses or legal expenses arising from the operation, maintenance and improvement, and administration of the Drain and the repair and replacement of the Drainage District's administrative facilities, equipment, accessories, or appurtenances as may be reasonably necessary or prudent. If the character of wastewater transmitted from any Public Corporation is in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements, the Drainage Board may apply an additional assessment to the respective Public Corporation and, if necessary or prudent, the Drainage Board shall have the right for the protection of the Drainage System and the public health or safety, to deny discharge of wastewater to the Drainage District.

11. **Administration, Auditing, Financial Services, and Other Overhead Expenses.**

The Drainage Board is authorized, but not required, to use the Oakland County Water Resources Commissioner, the County of Oakland, or third party personnel, equipment, or services for the operations, maintenance, or administration of the Drain. The Public Corporations agree that the costs of contract, administration, auditing, financial services, and other overhead expenses are part of the Drain costs whether provided by County personnel or third parties. This includes allocable share of reasonable personnel cost, salary, and fringe benefits as determined by the Drainage Board.

12. **Billing.** The assessments and charges as herein provided shall be billed on either a monthly or quarterly basis by the Drainage Board to the Public Corporations. It is understood and agreed, that the payment of charges for services as provided herein for each Public Corporation shall be the general obligation of such Public Corporation, and the Drainage Board shall have the right to utilize any method permitted by law for the collection of such charges due to the Drainage Board under this contract.

13. **Nonassignment.** A Public Corporation shall not assign any claim, right, or privilege it may have under this Agreement or under law from or against the Drainage District to any other Public Corporation, person, or entity whatsoever without the prior written approval of the Drainage Board.

14. **Drainage District Rules And Regulations.** The Drainage Board may establish general rules and regulations for the Drainage District consistent with applicable law, rules, and regulations controlling the quantity and quality of the discharge of the users to the Drain. Nothing herein shall prohibit the Drainage Board from establishing rules and regulations more stringent than those required by applicable law, rules, and regulations, if, in the judgment of the Drainage Board stricter rules and regulations are necessary or prudent to protect the integrity of the Drainage District. Further, each Public Corporation agrees to enforce such rules and regulations as the Drainage Board adopts from time to time.

15. **No Territorial Change of Public Corporation.** No change in the jurisdiction over territory in any Public Corporation shall in any manner impair the obligations of this Agreement, supplement or amendment. In the event all or any part of the territory of a Public Corporation is incorporated as a new city or is annexed to or becomes a part of the territory of another Public Corporation or another public corporation, the Public Corporation or public corporation into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and rights in the Drainage District of the Public Corporation from which territory is taken and such a Public Corporation shall become a Public Corporation in this Agreement, based upon a division determined by the Drainage Board in its sole discretion.

16. **Term.** This Agreement shall remain in full force and effect for an initial term of thirty (30) years from the Effective Date as provided in Section 26, and shall be automatically extended for an addition ten (10) year term beyond the initial term and thereafter automatically extended for ten (10) year intervals unless terminated by the Parties as provided herein; provided that, in no event shall this Agreement be terminated if any bonds, notes or other debt of the Drainage District remain outstanding. It is understood that this Agreement shall automatically and without further action of the Parties, be extended to such date beyond the initial term and any extension thereto to coincide with the date on which all of the principal of and interest on any such bonds, notes or other debt have been fully paid. Expiration or termination of this Agreement shall not impact in any way the Parties rights, duties and obligations and the Drainage Board's rights and obligations to the continued operation, maintenance and improvement, and administration of the Drain under Chapter 20 of the Drain Code.

17. **Termination.** Following the initial term or the full payment of the principal of, and interest on, any and all bonds, notes or other debt of the Drainage District, whichever is later, this Agreement may be terminated by any Party upon a minimum of 365 calendar days written notice to each of the other Parties to this Agreement. The written notice shall state the effective date of the termination.

18. **Governing Law.** This Agreement is made and entered into in the state of Michigan and shall be interpreted, enforced, and governed under the laws of the state of Michigan. The language of this Agreement is intended to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

19. **Lawsuits or Claims.** The Parties agree that the costs and expenses of any lawsuits, disputes, or claims of any kind arising directly or indirectly out of this Agreement to the extent such costs and expenses are chargeable against the Drainage District shall be deemed to constitute part of the cost of the Drain and shall be paid by the Public Corporations in the same manner as other costs of the Drain.

20. **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

21. **Government Function.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege power,

obligation, duty, or immunity of the Parties. The obligations in this Agreement are in the exercise or discharge of a governmental function.

22. **Notices.** Notice of a legal nature shall be sent by certified first class mail, return receipt requested or by personal delivery as follows:

Drainage District:

Oakland County Water Resources Commissioner  
One Public Works Drive, Building 95-West  
Waterford, Michigan 48328

Public Corporation:

Authorized representative for such Public Corporation

All Notices shall be considered delivered to a Party on the date of receipt as represented by the return receipt or by proof of personal service. Any Notice given must be signed by an authorized representative.

23. **Entire Agreement, Amendment, Counterparts, and Enforceability.** This Agreement sets forth the entire understanding of the Parties concerning its subject matter and specifically supersedes and replaces the Act 342 Agreement. The terms and conditions are contractual and not mere recital. This Agreement may be amended by a writing executed by all Parties with persons with legal authority to bind the respective Party. This Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument. The recital and whereas provisions of this Agreement are considered an integral part of this Agreement. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the remainder of this Agreement (other than those found to be invalid or unenforceable) is not affected and is enforceable, provided that the invalid or unenforceable provision does not substantially alter the Agreement or make execution impractical.

24. **Public Purpose.** The Drainage Board and the Public Corporations enter this Agreement to serve the public health and welfare of the people of the state of Michigan, especially in the Drainage District.

25. **Successor and Assigns.** This Agreement is binding on, and for the benefit of, the Parties and their respective their successors and assigns, subject to the provisions of this Agreement precluding assignment.

26. **Existing Rights.** Nothing in this Agreement shall impact the existing rights or obligations of any Party.

27. **Effective Date.** This Agreement shall become effective as of the date first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date and year first above written.

**EVERGREEN-FARMINGTON      SANITARY  
DRAIN DRAINAGE DISTRICT**

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

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

**COUNTY OF OAKLAND**

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

Its: County Agency, pursuant to Act No. 342 of the  
Public Acts of Michigan, 1939, as amended

**CITY OF AUBURN HILLS**

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

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

And: \_\_\_\_\_

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

**VILLAGE OF BEVERLY HILLS**

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

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

And: \_\_\_\_\_

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

**VILLAGE OF BINGHAM FARMS**

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

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

And: \_\_\_\_\_

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

**CITY OF BIRMINGHAM**

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

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

And: \_\_\_\_\_

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

**TOWNSHIP OF BLOOMFIELD**

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

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

And: \_\_\_\_\_

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

**CITY OF BLOOMFIELD HILLS**

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

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

And: \_\_\_\_\_

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

**CITY OF FARMINGTON**

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

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

And: \_\_\_\_\_

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

**CITY OF FARMINGTON HILLS**

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

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

And: \_\_\_\_\_

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

**VILLAGE OF FRANKLIN**

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

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

And: \_\_\_\_\_

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



**CITY OF KEEGO HARBOR**

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

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

And: \_\_\_\_\_

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

**CITY OF LATHRUP VILLAGE**

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

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

And: \_\_\_\_\_

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

**CITY OF ORCHARD LAKE VILLAGE**

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

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

And: \_\_\_\_\_

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

**CITY OF SOUTHFIELD**

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

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

And: \_\_\_\_\_

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

**CITY OF TROY**

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

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

And: \_\_\_\_\_

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

**CHARTER TOWNSHIP OF WEST  
BLOOMFIELD**

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

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

And: \_\_\_\_\_

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

## **INDEX OF EXHIBITS**

1. Exhibit 1 (Town Outlet Capacities). Para 2.
2. Exhibit 2 (Index of Outstanding EFSDS Bonds). Para 4.
3. Exhibit 3 (Public Corporation Administrative Consent Orders). Para 5
4. Exhibit 4 (Service Area Map). Para 8.
5. Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities). Para 8.
6. Exhibit 6 (Project Preliminary Plans And Cost Estimates). Para 9.
7. Exhibit 7 (Final Order of Apportionment Assessment Percentages). Para 9.

**EXHIBIT 1**

**TOWN OUTLET CAPACITIES**

DRAFT

**Exhibit 1**  
**Evergreen-Farmington Sanitary Drain**  
**Town Outlet Capacities**

Meter	Most Downstream Public Corporation	Town Outlet Capacity* (cfs)	Tributary Public Corporations																		
			AHC	BFV	BHC	BHV	BIC	BLT	FAC	FHC	FRV	KHC	LVC	OLC	SOC	TRC	WBT	AP	BV	Birm	EFSD
3460	AHC	2.72	✓																		✓
3707	BFV	2.63		✓							✓										✓
3390	BHC	15.19	✓		✓				✓												✓
3510	BHC	0.29																			✓
3240	BHV	54.08	✓	✓	✓	✓	✓	✓							✓	✓		✓	✓	✓	✓
3230	BHV	2.26																			✓
3340	BLT	6.67		✓		✓		✓		✓						✓					✓
3320	BLT	26.34	✓		✓			✓	✓								✓			✓	✓
3500	BLT	11.48			✓			✓								✓					✓
3530	BLT	0.17						✓													✓
3450	BLT	0.18						✓													✓
3440	BLT	4.19	✓		✓			✓													✓
3430	BLT	2.30			✓			✓													✓
3420	BLT	1.91						✓													✓
3640	BLT	2.89			✓			✓													✓
3630	BLT	0.91			✓			✓													✓
3610	BLT	0.33			✓			✓													✓
3470	BLT	0.49						✓													✓
4840	BLT	6.88						✓									✓				✓
4810	BLT	8.67						✓									✓				✓
4920	FAC	7.30							✓	✓											✓
4930	FHC	2.23								✓											✓
4940	FHC	4.09								✓											✓
4000	FHC	76.16						✓	✓	✓		✓		✓			✓				✓
3910	FHC	8.07						✓		✓		✓		✓			✓				✓
4050	FHC	32.00						✓		✓		✓		✓			✓				✓
4500	FHC	23.97								✓							✓				✓
3753	FRV	0.51									✓										✓
3763	FRV	0.15									✓										✓
4130	KHC	3.48										✓		✓			✓				✓
3100	LVC	2.66											✓								✓
3130	LVC	6.05											✓								✓
4110	OLC	0.49												✓			✓				✓
4121	OLC	4.93												✓							✓
4125	OLC	0.51												✓							✓
3003	SOC	195.51	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3260	SOC	2.34													✓						✓
3700	SOC	18.26		✓							✓				✓						✓
3800	SOC	9.88						✓		✓		✓		✓	✓		✓				✓
3900	SOC	9.69						✓		✓		✓		✓	✓		✓				✓
3520	TRC	7.86						✓								✓					✓
3540	TRC	1.02						✓								✓					✓
4541	WBT	3.07								✓							✓				✓
4560	WBT	2.08															✓				✓
4580	WBT	2.82															✓				✓
4600	WBT	4.33															✓				✓
4140	WBT	1.55															✓				✓
4100	WBT	13.19										✓		✓			✓				✓
4801	WBT	2.98						✓									✓				✓
4820	WBT	0.74						✓									✓				✓
4850	WBT	2.96															✓				✓
4860	WBT	1.00															✓				✓
4870	WBT	0.82						✓									✓				✓
4804+4806	WBT	12.63						✓		✓							✓				✓

Each Public Corporation's Town Outlet Capacity is limited to the particular flow from the respective meter, irrespective of whether the flow rates listed were derived from flow generated from multiple Public Corporations including tributary portion(s) of each Public Corporation. Corrective action by a Public Corporation may be required by the Drainage District because of flow generated from a tributary Public Corporation contributing to a flow rate that is greater than a Town Outlet Capacity.

\* As measured on a rolling hourly average as defined as the average of uniform time step data across any 60 minute period where each 60 minute average shifts one time step.

**EXHIBIT 2**

**INDEX OF OUTSTANDING EFSDS BONDS**

<b><u>Name of Bonds</u></b>	<b><u>Original Principal Amount</u></b>	<b><u>Issue Date</u></b>	<b><u>Maturity Dates</u></b>
Evergreen-Farmington Sewage Disposal System 8 Mile Road Pumping Station Bonds, Series 2012	\$2,415,000	4/10/2012	10/1/2013-2032
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds, Series 2014	\$36,855,000	9/17/2014	10/1/2017-2036
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2015	\$3,700,000	10/13/2015	10/1/2016-2027, 2029, 2031, 2033, 2035
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2017	\$4,805,000	5/31/2017	3/1/2018-2037
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds. Series 2017	\$995,000	9/28/2017	Mandatory redemption 9/1/2018-2027
Evergreen-Farmington Sewage Disposal System Refunding Bonds. Series 2018	\$3,065,000	2/28/2018	4/1/2019-2031

<b><u>Name of Bonds</u></b>	<b><u>Original Principal Amount</u></b>	<b><u>Issue Date</u></b>	<b><u>Maturity Dates</u></b>
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2018A	\$8,300,000	9/20/2018	4/1/2019-2033
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2020A	\$3,910,000	3/26/2020	7/1/21-2029

**EXHIBIT 3**

**PUBLIC CORPORATION ADMINISTRATIVE CONSENT ORDERS**

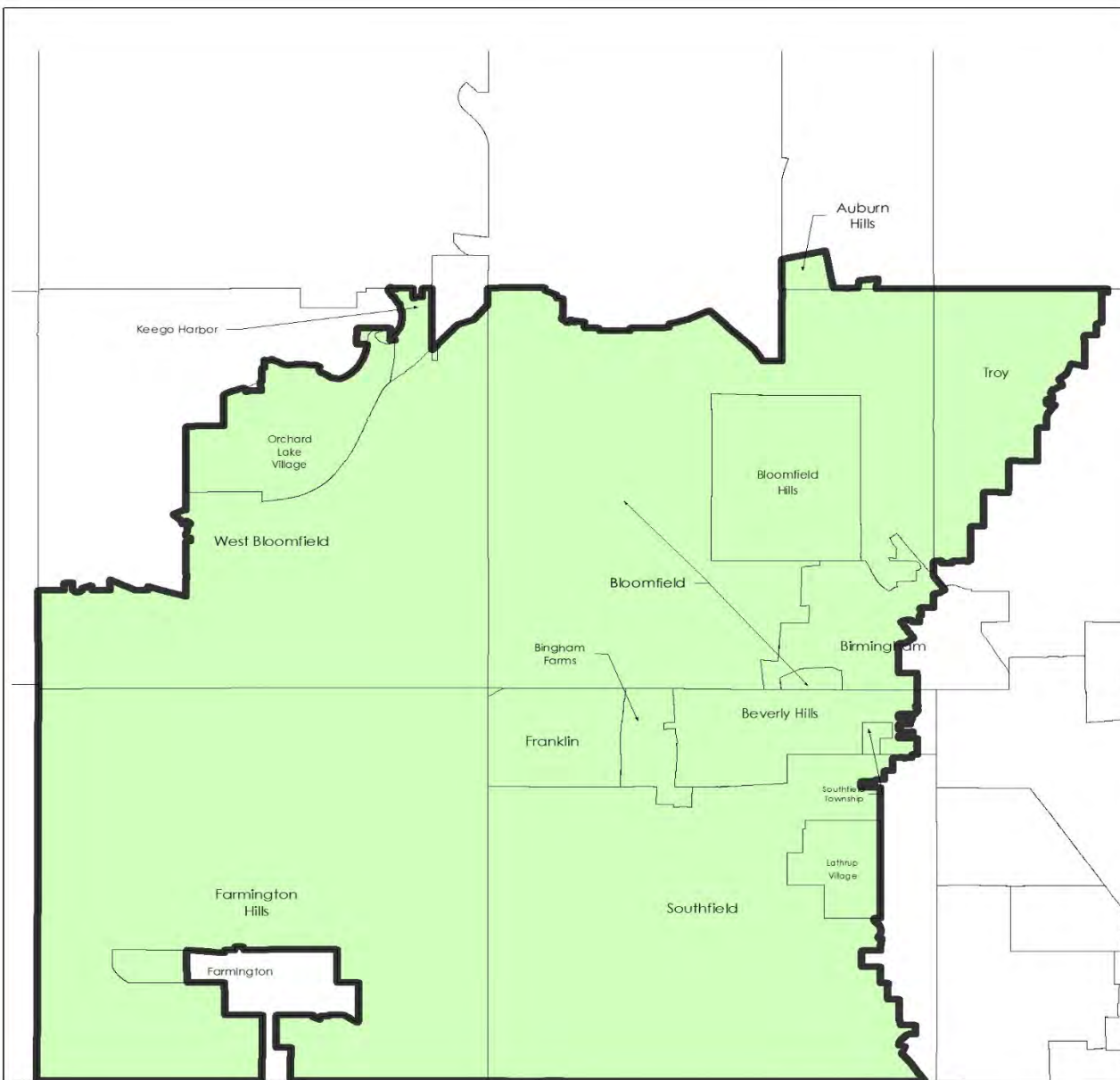
Community	ACO #
Beverly Hills	AFO-SW-09-002
Bloomfield Hills	AFO-SW-09-004
Bloomfield Township	AFO-SW-09-003
Farmington	ACO-SW-05-005
Farmington Hills	ACO-SW-05-006
Lathrup Village	AFO-SW-09-007
Troy	AFO-SW-09-006
West Bloomfield Township	AFO-SW-09-005



**EXHIBIT 4**

**SERVICE AREA MAP**

DRAFT



## EXHIBIT B EVERGREEN-FARMINGTON AREA TO BE SERVED

### Legend

- Municipal District
- Evergreen Farmington Sanitary Drain

Disclaimer: The information provided in this system has been compiled from recorded deeds, plats, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.



Revised: June, 2022  
City of Farmington and City of Troy GIS Data Provided Pursuant to FOIA Request by the Sanitary Drain

**EXHIBIT 5**

**INDEX OF PUBLIC CORPORATION AGREEMENTS TO ACCEPT  
WASTEWATER FROM OTHER MUNICIPALITIES**

1. That certain Letter Agreement between the Township of West Bloomfield and the City of Sylvan Lake dated circa December 24, 1963 and countersigned on January 8, 1964 respecting the Sylvan Manor Arm.

## **EXHIBIT 6**

### **PROJECT PRELIMINARY PLANS AND COST ESTIMATES**

#### Overall Project Preliminary Plans and Cost Estimates

Total Estimated Project Cost: \$72,700,000

The Total Estimated Project Cost is \$72,700,000.00. This includes the 4 component projects described below including the following: (1) Great lakes Water Authority (“GLWA”) Capacity Purchase Project; (2) 8 Mile Road Outlet Conveyance Project; (3) Evergreen Road Conveyance, Walnut Lake Pump Station #1 Project; and (4) Lathrup Village Sanitary Retention Tank Improvements. The preliminary plans including the basis of design and other projects documents are on file with the Water Resources Commissioner’s office and have been the subject of monthly meetings of the Corrective Action Plan Steering Committee of the EFSD since 2019 and presented and discussed at the public meetings of the EFSD.

Project Name: GLWA Capacity Purchase

Owner: Evergreen-Farmington Sanitary Drain

Location: Various

Engineer of Record: Applied Science, Inc.,

Estimated Purchase Capacity: \$33,000,000

Total Estimated Project Cost: \$34,130,000

Tentative Purchase Date: December 2021-January 2022

The existing contractual outlet capacity pursuant to the August 29, 1984 Detroit-Oakland Agreement for the Use of Certain Detroit Sewers for the Evergreen – Farmington District is a maximum rate of discharge of 170 cubic feet per second (cfs). The contractual agreement includes provision for increasing the maximum rate of discharge as may be agreed to by the parties. A proposed increase in the EFSD maximum rate of discharge of 57 cfs, for a revised total contractual capacity of 227 cfs is tentatively agreed to among parties. In order to accept this additional flow, GLWA must remove offsetting flow from the system. Two projects are requested for GLWA to meet these EGLE requirements, the DWSD West Warren Sewer Separation Project and the GLWA West Warren Outfall project. The purchase capacity cost is guided by but not tied directly to the anticipated project costs from these two projects. The engineer for the GLWA Purchase Capacity is Applied Science, Inc. The anticipated negotiated purchase capacity is \$33,000,000. The cost for the corrective action plan and coordination with EGLE, GLWA and DWSD is anticipated to be \$1,250,000. Evergreen-Farmington Sanitary Drain anticipates purchasing the capacity in the last part of 2021 or early 2022.

Project Name: 8 Mile Road Outlet Conveyance

Owner: Evergreen Farmington Sanitary Drain

Location: 8 Mile Pump Station and along 8 Mile Road in Southfield, Michigan

Engineer of Record: Fishbeck

Engineer’s Estimate of Construction Cost: \$18,610,000

Total Estimated Project Cost: \$32,060,000

Tentative Bid Date: Spring of 2022

The project to allow more flow to be conveyed involves modifications to the 8 Mile Pump Station and existing discharge piping by slip lining approximately 3,800 feet of the downstream 60-inch I.D. South Evergreen Interceptor to a 54-inch diameter sewer. In addition, modifications will be made to the pump station pumping capacity to help control the water levels upstream of the 8 Mile Pump Station. A new tributary collector sewer will be constructed to capture and convey flows from areas disconnected from the newly lined section of the South Evergreen Interceptor. In addition, the 8 Mile Drain at the Evergreen Emergency SSO Chamber will be modified.

Project Name: Lathrup Village Sanitary Retention Tank Improvements

Owner: Lathrup Village

Location: 19600 Sunnybrook Avenue, Lathrup Village, Michigan

Engineer of Record: Hubbell, Roth & Clark, Inc.

Engineer's Estimate of Construction Cost: \$520,000

Total Estimated Project Cost: \$1,030,000

Tentative Bid Date: Spring of 2022

The project involves improvements and modifications to the Lathrup Sanitary Retention Basin. The major work items include electrical and mechanical improvements to the SRT heating, influent pumping and dewatering systems; structural restoration to the roof and walls; upgraded instrumentation and controls; SCADA improvements; piping and valve system changes; and revised operational controls. The improvements will allow Lathrup Village to discharge its town outlet capacity during wet weather when the Evergreen Interceptor levels are elevated. A cost sharing agreement for the design and construction will be utilized on this project between Lathrup Village and the Evergreen Farmington Sanitary Drain.

Project Name: Evergreen Road Conveyance Project – Walnut Lake Pump Station #1 Corrective Action Plan

Owner: Evergreen-Farmington Sanitary Drain

Location: Evergreen Road 8 Mile to 14 Mile

Engineer of Record: Applied Science, Inc.

Engineer's Estimate of Construction Cost: \$2,900,000

Total Estimated Project Cost: \$5,480,000

Tentative Bid Date: January-February 2022

The project will increase Evergreen Interceptor operating levels and coordinated operations of facilities in the EFSDS and customer communities to avoid SSOs through certain modifications to Walnut Lake Pump Station #1 for continued operations during wet weather. This may include grade separation stations, sealed manholes, and other system improvements.

Below is a chart of the estimated cost for the respective Public Corporation.

Public Corporation	Peak Share			Total Estimated Cost
Auburn Hills	0.460%			334,420
Bingham Farms	0.690%			501,630
Bloomfield Hills	1.440%			1,046,880
Beverly Hills	5.750%			4,180,250
Birmingham	0.110%			79,970
Bloomfield Twp	9.540%			6,935,580
Farmington	0.340%			247,180
Farmington Hills	28.290%			20,566,830
Franklin	0.210%			152,670
Keego Harbor	0.320%			232,640
Lathrup Village	3.060%			2,224,620
Orchard Lake Village	0.370%			268,990
Southfield	38.170%			27,749,590
Troy	3.150%			2,290,050
West Bloomfield Twp	8.100%			5,888,700
<b>Total</b>	<b>100.000%</b>			<b>72,700,000</b>



**EXHIBIT 7**

**FINAL ORDER OF APPORTIONMENT ASSESSMENT PERCENTAGES**

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	<u>8.10%</u>
	100%



# Evergreen Farmington Quarterly Technical Committee Meeting

April 30, 2020



# Steering Committee

- Subgroup of EFSDS Community representatives, WRC and consultants
- Current and upcoming topics
  - Chapter 20 Drain
  - EFSDS New Service Agreement
  - 4 CAP project updates
- Open to anyone who is interested
  - Next meeting June 1<sup>st</sup> 1:30-3pm



# New Service Agreement

- A new service agreement is needed to:
  - Establish new capacities needed to end community ACOs
  - Provide a contract beyond 2029 to exceed the life of the bond to complete the Corrective Action Plan
- Several ways to contract and bond
  - Act 34: New service agreement, County full faith & credit
  - Act 342: New agreement and CVT full faith & credit
  - Chapter 20: Petition and new service agreement, county full faith
- Chapter 20 drain for EFSDS is best way to proceed



# Chapter 20 Drain Mechanics

- What is a Chapter 20 county drain and how does it function?
  - Three board members
  - Regularly-scheduled public meetings
  - Approves invoices and awards contracts
- What does a conversion to a drain entail?
  - Petition to establish a county drain by two or more affected public corporations
  - No change in operation and maintenance allocations
  - Bonded projects are apportioned by the Board per WRC recommendation
  - New service agreement

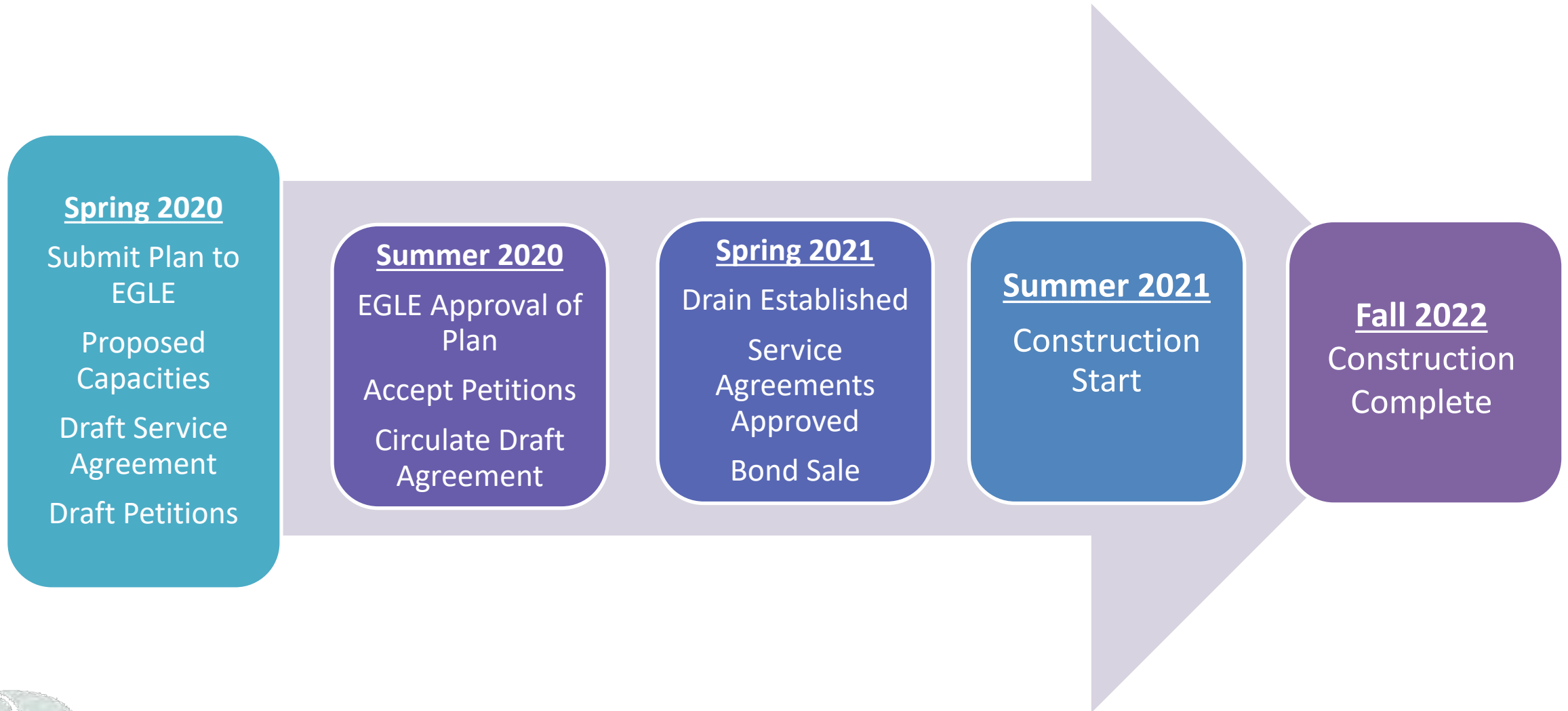


# Why Convert EFSDS to a Drain?

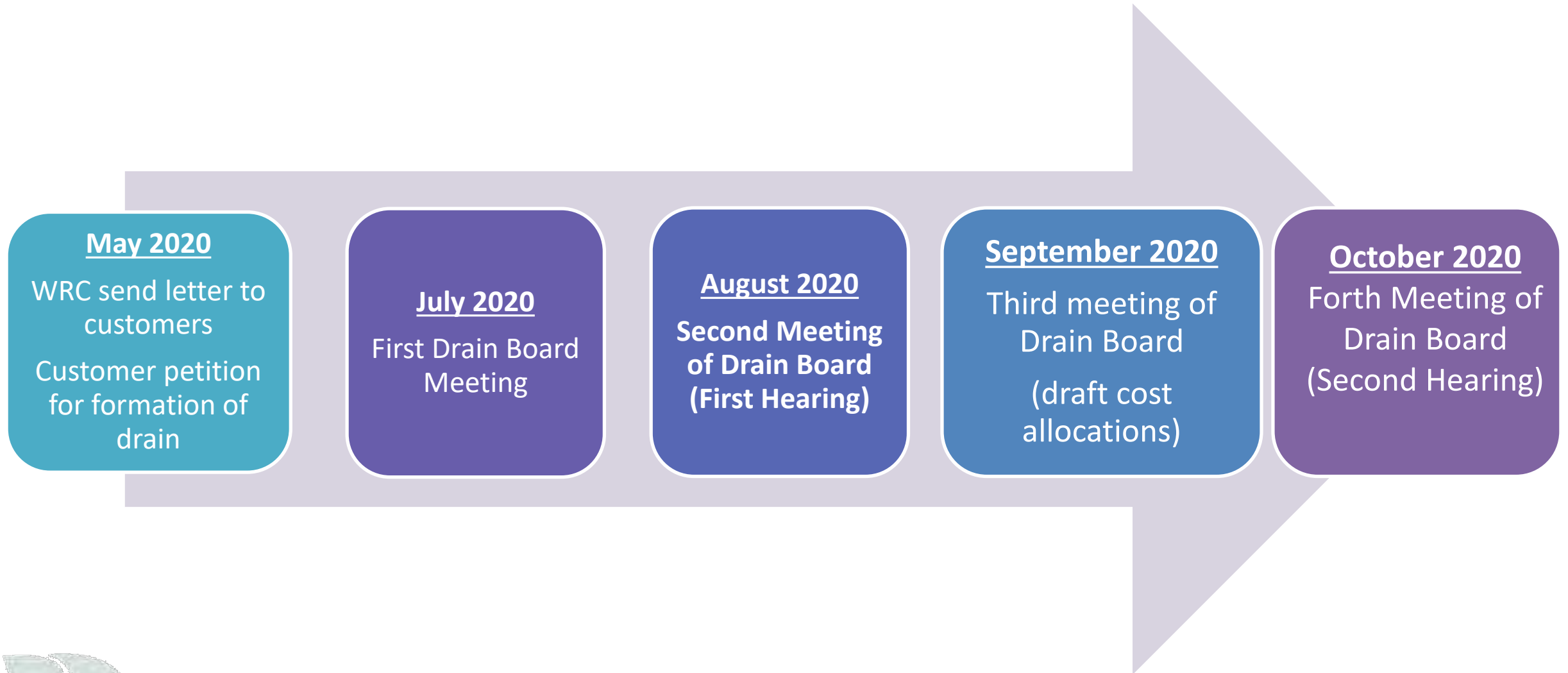
- Governance by a Drain Board
  - Open meetings/Transparency
  - Meeting minutes and formal documentation
  - Approves invoices and awards contracts
- Eliminates the need for communities to:
  - Seek full faith and credit resolutions from Boards/Councils
  - Approve 342 agreement for new projects



# CAP Schedule



# Preliminary Drain Schedule



# Next Steps

## WRC

- ☐ Send letter communication to customer communities
- ☐ Attorneys draft petition
- ☐ Develop proposed capacities for community review
- ☐ Attorneys draft new service agreement

## Communities

- ☐ Consider presenting petition to your council/board
- ☐ Review proposed service agreement





# Oakland County Water Resources Commissioner

## Evergreen-Farmington Sanitary Drain Overview

*February 1, 2021*

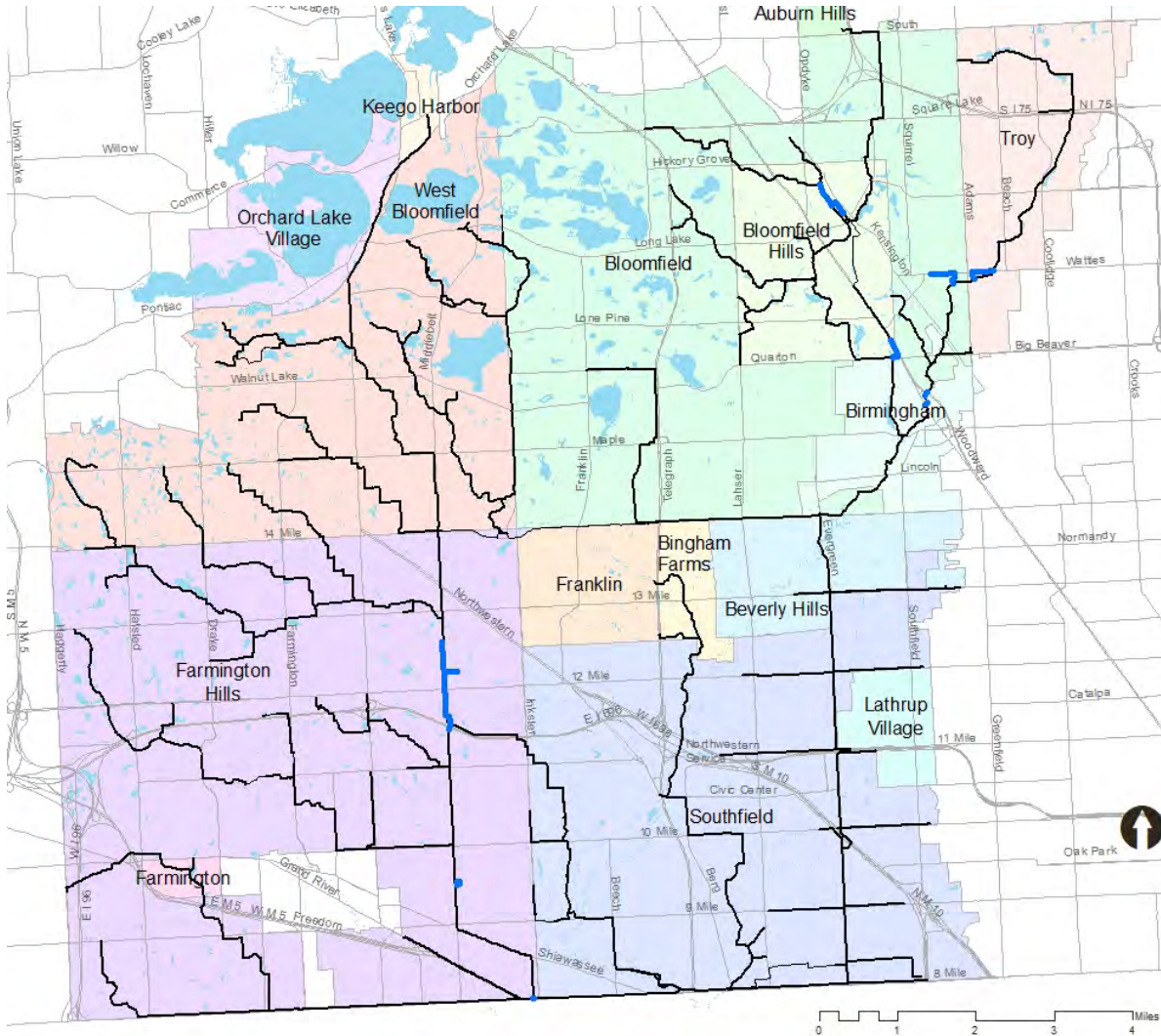


# Evergreen-Farmington Sanitary Drain

## Corrective Action Plan Overview



# Customer Communities



- City of Auburn Hills
- Village of Bingham Farms
- City of Bloomfield Hills
- Village of Beverly Hills
- City of Birmingham
- Bloomfield Township
- City of Farmington
- City of Farmington Hills
- Village of Franklin
- City of Keego Harbor
- City of Lathrup Village
- City of Orchard Lake Village
- City of Southfield
- City of Troy
- West Bloomfield Township



# Historical Milestones (1960s to 1980s)

**Early 1960s:** Original construction was completed

**1960s and 1970s:**

- Significant system growth
- Sources of non sanitary flow impacting capacity of system

**1980s:**

- Wet weather capacity issues identified throughout the system
- Wet weather sanitary sewer overflows occur

**1988:** Michigan Department of Environmental Quality Abatement Orders

**1989:** Intermunicipal Contract



# Historical Milestones (1990s to 2020)



## 1990s:

- Abatement Order construction projects completed
- Sanitary sewer overflows continue to occur

**2004:** MDEQ Administrative Consent Order

## 2004 to 2018:

- Short-Term Corrective Action Plan projects completed
- Long-Term Corrective Action Plan Phase 1 completed

**2019:** EGLE 4<sup>th</sup> Amended Administrative Consent Order

- Provision to increase outlet capacity
- Modified Corrective Action Plan schedule

# Looking to the Future

## 2021:

- Refinement of Corrective Action Plan
- Community approvals of new Intermunicipal Service Agreement
- First bond sale for Corrective Action Plan outlet capacity

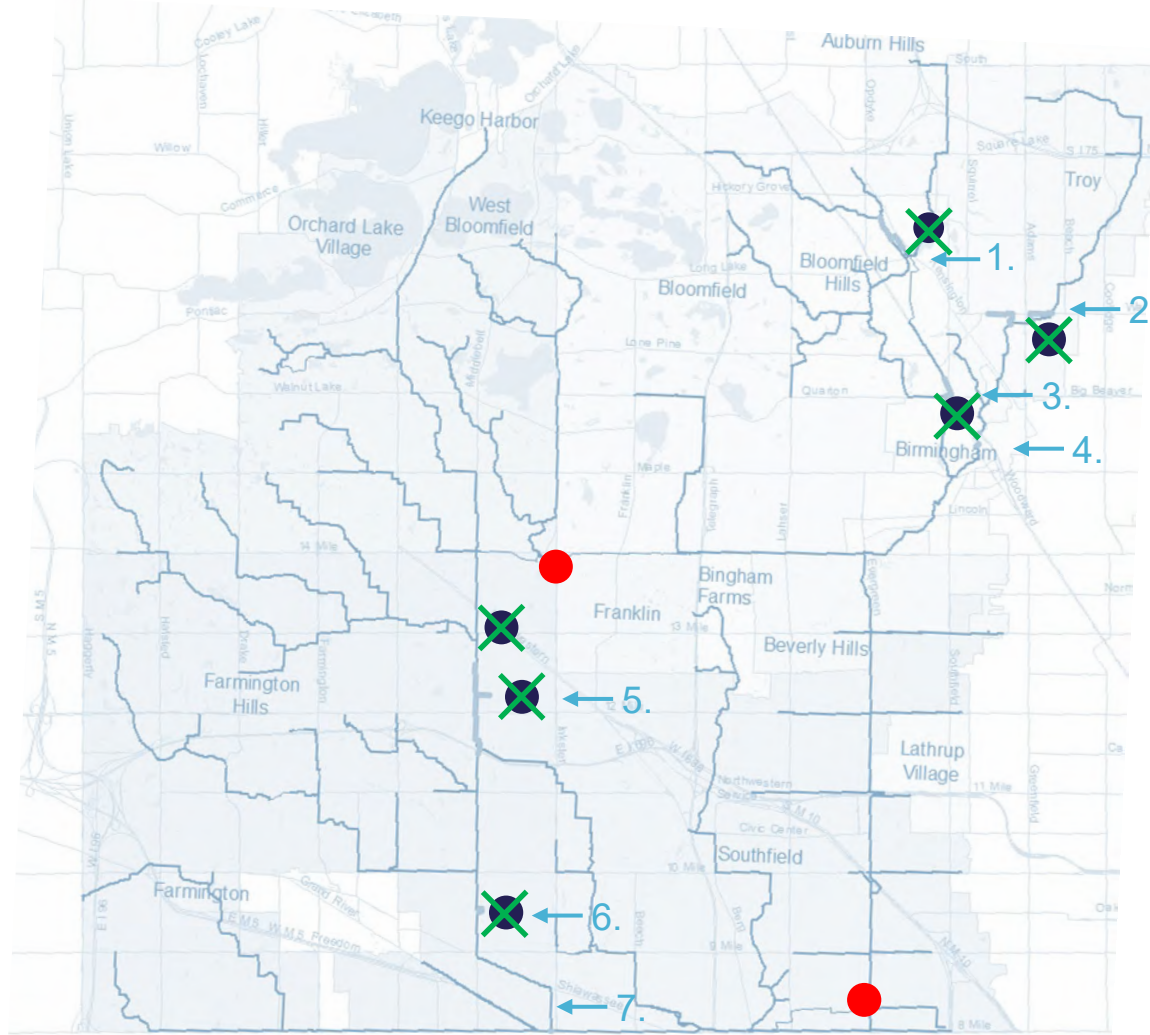
## 2022 to 2023:

- Second bond sale for Corrective Action Plan improvement projects
- Construction of Corrective Action Plan improvement projects

**2024:** Administrative Consent Orders Expire





# Long-Term Corrective Action Plan - Phase 1



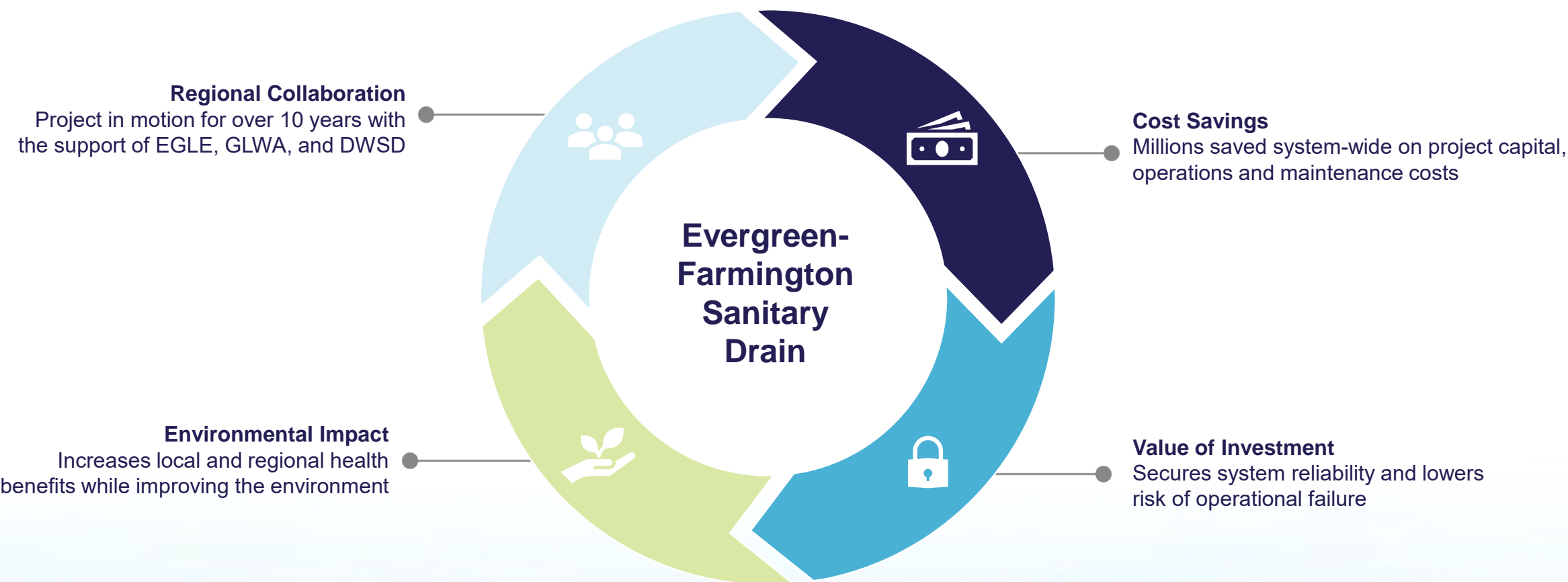
**\$63 Million Invested in System**

## Projects Recently Constructed

1. Stonycroft Relief and Amy Pump Station upgrades
2. Wattles Road Storage
3. Quarton Road Storage
4. North Evergreen Interceptor Hydraulic Improvements
5. Middlebelt Tunnel with Utley Connection
6. Eldon Street Grade Protection Station
7. Farmington Interceptor Partial Bulkhead Removal

-  Sanitary sewer overflows addressed
-  Sanitary sewer overflows remaining

# Corrective Action Plan Development















# Corrective Action Plan – Project Selection Scorecard

## 1) Add System Storage

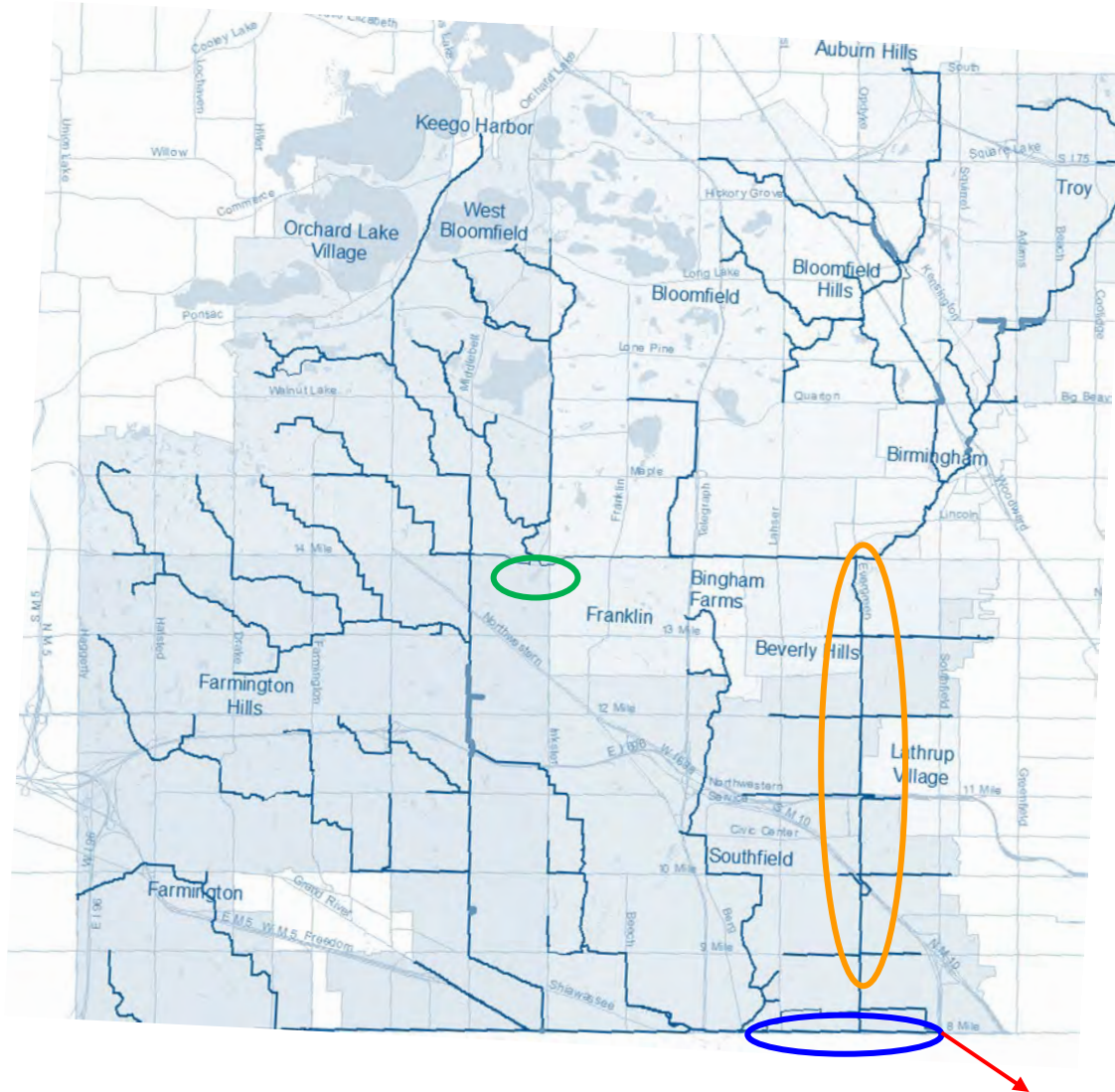
- Stores wet weather flow during large storm. After the storm, the flow is slowly released back into the system.





## 2) Additional Outlet Capacity

- System improvement projects to transport wet weather flow through the system during the storm.

Project	Addresses Sanitary Sewer Overflows	Environmental and Public Health Benefit	Value of Investment: Capital Cost	Value of Investment: Operations and Maintenance Cost	Reliability: Risk of Operational Failure
1					
2					

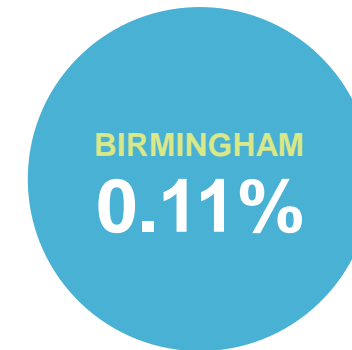
# Outlet Capacity Improvement Projects



-  Modify Walnut Lake Pump Station #1
-  Evergreen Interceptor
-  8 Mile Road
-  Purchase additional GLWA outlet capacity

# Cost Allocation

Community	Project Cost Allocation (%) <sup>1, 2, 3</sup>
City of Auburn Hills	0.46%
Village of Bingham Farms	0.69%
City of Bloomfield Hills	1.44%
Village of Beverly Hills	5.75%
City of Birmingham	0.11%
Bloomfield Township	9.54%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
West Bloomfield Township	8.10%



*Allocations based on a method that was agreed upon by each community and was developed as a group.*

# Estimated Project Cost – City of Birmingham

Project Description	Total Project Cost	Cost Allocation	Payment Options	Estimated Community Cost
Purchase Outlet Capacity From GLWA (First Bond Sale - Fall 2021)	\$33M	0.11%	One-Time Lump Sum*	\$36,000
			Annual Bond Payments*	\$2,300
System Improvement Projects (Second Bond Sale - June 2022)	\$35M	0.11%	One-Time Lump Sum*	\$38,000
			Annual Bond Payments*	\$2,500

*\*One-Time Lump Sum or Annual Bond Payments*

# Service Agreement

- Provides authority for regional operations
- Replaces 1989 intermunicipal agreement
- Requires approval of all customer communities
- Establishes new community capacities
- Includes apportionment assessments (project cost allocation percentages)
- Includes preliminary improvement plan and cost estimates
- Current rate methodology will not change
- Timeline
  - Community engagement: February to April 2021
  - Community approval: April to June 2021



## MEMORANDUM

Department Name

**DATE:** November 8, 2022

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

**FROM:** Leslie Pielack, Museum Director

**SUBJECT:** Michigan Humanities Council Grant Agreement-Museum

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### INTRODUCTION:

The Birmingham Museum has been actively researching our local history as it relates to the Underground Railroad and the early anti-slavery movement from the 1830s through the 1870s. This has resulted in the discovery of direct connections between our community and others in southern Oakland County as part of the larger abolitionist and UGRR network in southern Oakland County. However, there is no current means of sharing this mutual history in a unified way for the benefit of the public. To remedy this situation, the Birmingham Museum has proposed a project that would create a traveling exhibit and interactive web map to show case our area's Underground Railroad and abolitionist history in collaboration with the historical societies in the four neighboring communities of Farmington, Pontiac, Royal Oak, and Southfield.

The project, entitled, "The Underground Railroad and Abolition Movement in Southern Oakland County-Traveling Exhibit and Website" was submitted for grant funding by the Michigan Humanities Council. \$14,475 has been awarded by the Council for the Birmingham Museum to develop and launch the project in 2023, with the City of Birmingham acting as fiduciary during the grant period, and Finance Director Mark Gerber as identified fiscal officer. The Friends of the Birmingham Museum are project partners, and will contribute an additional \$2,500 toward the project. Other contributions will include in-kind donations of professional time, research, and related services by the various historical societies and individuals involved. When complete, this project will help the Birmingham Museum in its mission to share Birmingham's story and its historical and cultural connection to its neighbors, as well as support the community outreach efforts of the participating historical organizations.

The traveling exhibit will be free to the public and available to libraries, schools, historical organizations and civic groups throughout Oakland County, and the interactive website component of the project will increase public accessibility and educational access for students,

teachers, and researchers for a period of at least three years. Because of the high level of interest in the topic and its multi-community nature, the potential for additional funding for an expansion of this project may be available in the future.

A Grant Agreement with the City of Birmingham is required in order for the funds to be released by the Michigan Humanities Council to the City to complete the project.

#### BACKGROUND:

The Michigan Humanities Council is an affiliate of the National Endowment for the Humanities. Its mission is to develop a humanities program in the state that will enrich the lives of its citizens through the humanities by connecting Michiganders to heritage, history, and the cultures of the world, or their relationship to contemporary issues. Competitive grant funding is available on an annual basis for proposed projects by non-profit and governmental entities, which must meet the objectives and guidelines set by MHC. To ensure that projects meet these standards, applicants must agree to comply with grant guidelines for promotion, publication, record keeping, reporting, and financial management of the proposed humanities project.

The Museum's proposed Underground Railroad traveling exhibit and web site project was discussed with the Museum Board on September 1, 2022, which endorses the project. The project and grant application was authorized by City Manager Markus prior to submittal to the Michigan Humanities Council. Finance Director Gerber also provided guidance in advance regarding the financial aspects of the grant application and administration.

Museum Director Pielack developed the project concept and plan in collaboration with the historical organizations in the four communities involved, including needed volunteer resources and other contributions. The Friends of the Birmingham Museum Board also supports the project, and will contribute volunteer resources and **\$2,500** in additional funds. Director Pielack will act as Project Director to coordinate and administer the grant and project-related activities. To complete the project as planned, a request for **\$14,475** in grant funding was made to the Michigan Humanities Council on September 2, 2022. On October 24, 2022, the Birmingham Museum was informed that the MHC had awarded the full amount requested.

A Grant Agreement with the City must be signed and returned to the Michigan Humanities Council by November 23, 2022, to receive the funds.

#### LEGAL REVIEW:

City Attorney Mary Kucharek has provided a legal review of the Michigan Humanities Council Grant Agreement.

#### FISCAL IMPACT:

The project was not included in the City budget. Project costs are provided for with a combination of grant funds, donated funds, in-kind contributions, donated professional and research services, and volunteer personnel resources. There is no fiscal impact on the City.



#### PUBLIC COMMUNICATIONS:

None.

#### SUMMARY:

The Birmingham Museum, in collaboration with historical organizations in four nearby communities, has proposed a grant-funded project to create a traveling exhibit and interactive website to educate the public about the Underground Railroad and abolitionist history of our area. This project will demonstrate the historical connections between our communities and raise awareness of the shared heritage of this important historical period, and will reach a broad and diverse audience. The project will include a range of contributed in-kind resources from the various communities and cash contributions of **\$2,500** from the Friends of the Birmingham Museum. Birmingham Museum Director Pielack will administer the grant and coordinate the project, and Finance Director Gerber will act as fiscal officer for the grant.

Funds in the amount of **\$14,475** have been awarded by the Michigan Humanities Council, an affiliate of the National Endowment of the Humanities, to the City through a competitive grant process. A Grant Agreement is required to distribute the funds to the City for completion of the project in 2023.

#### ATTACHMENTS:

- Grant Agreement
- [Grant Application, "The Underground Railroad and Abolition Movement in Southern Oakland County-Traveling Exhibit and Website"](#)
- [Museum Board Meeting Minutes, September 1, 2022](#)

#### SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a Grant Agreement with the Michigan Humanities Council for funding for the Birmingham Museum's "The Underground Railroad and Abolition Movement in Southern Oakland County-Traveling Exhibit and Website" project, in the amount of \$14,475. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.



# The Underground Railroad and Abolition Movement in Southern Oakland County-Traveling Exhibit/Website

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*Fall 2022 Humanities Grants*

## ***Birmingham Museum (City of Birmingham)***

---

Ms. Leslie Pielack  
556 W. Maple  
Birmingham, MI 48009

lpielack@bhamgov.org  
O: 248-530-1928  
M: 248-891-6461

## ***Ms. Leslie Pielack***

---

556 W. Maple, Birmingham, MI 48009

lpielack@bhamgov.org  
O: 248-530-1682  
M: 248-891-6461

## FollowUp Form

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### *Terms & Conditions*

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## Humanities Grant Agreement

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CFDA #45.129

### Grant Number

HU036-23

### Project Name

Name of Project.

The Underground Railroad and Abolition Movement in Southern Oakland County-Traveling Exhibit/Website

### Amount Awarded

\$14,475.00

### Project Timeline

November 1, 2022 through November 30, 2023

### Special Terms and Conditions

#### GRANT TERMS

The grantee agrees to carry out the project outlined in its proposal and, in doing so, to observe the general “Program Guidelines” of the Michigan Humanities (see below) and conditions set forth in this agreement. The grantee understands that acceptance of a grant imposes a legal duty to use the funds in accordance with its proposal and in compliance with this agreement.

### **Program Purpose**

The purpose of Michigan Humanities is to develop a humanities program in the state that will enrich the lives of its citizens through the humanities by connecting Michiganders to heritage, history, and the cultures of the world, or their relationship to contemporary issues. Michigan Humanities is an affiliate of the National Endowment for the Humanities (NEH).

### **Program Guidelines**

1. Each project must assist Michigan Humanities in achieving its stated purpose and objectives.
2. Each project must reach the public. Each proposal will be evaluated for its effectiveness in bringing the humanities into the lives of Michigan citizens.
3. Each project must be clearly and centrally a humanities project, focusing on, or utilizing, at least one of the humanities disciplines as defined by Michigan Humanities.
4. Each project must involve professionals in the humanities in planning, implementation, and evaluation.
5. Each project must be balanced and non-partisan in approach.
6. A project may “include” research, publication, the arts, or a curricular experiment if the humanities are central, if the benefit to the public is clearly evident, and if it conforms to the stipulations below:
  - a) Research must be aimed either at identifying humanities resources in Michigan and making them available to the public, or at clarifying the public role in the humanities and of the professionals in the humanities.
  - b) Publications must make available to the public, humanities resources of great potential interest or the significant results of a Michigan Humanities project.
  - c) The creative or performing arts may serve as a catalyst in a project in which the humanities are clearly and predominantly central.
  - d) A curricular experiment must involve not only teachers and children, but must also involve and/or reach a significant number of administrators, board members, parents, the representatives of humanities resources outside the schools and the general public.
7. Both by law and on principle, Michigan Humanities prohibits discrimination in its projects whether on the basis of race, color, religion, sex, national origin, age, or physical challenge(s).
8. Grantees are expected to make every reasonable effort in selecting locations, times, facilities, and modes of publicity to make project activities accessible to publics which might otherwise be excluded.

**Eligibility for the Grant**

Michigan Humanities is authorized by NEH to make grants to “groups.” The National Foundation on the Arts and the Humanities Act of 1965 defines a “group” as including “any State or other public agency and any nonprofit society, institution, organization, association, museum, or establishment in the United States, whether or not incorporated.” By accepting this grant, the recipient warrants itself to be a “group” qualified under the above definition. It is the responsibility of the grantee to promptly notify Michigan Humanities of any change from this status. The grantee further stipulates that no cost-share contributions listed in the budget, whether cash or in kind, represent NEH or federal funds. All grants are based on anticipated real costs and make no provision for any profit or increment above costs to the grantee.

**Civil Rights/Nondiscrimination**

The grantee shall comply with all pertinent federal and state regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) the following nondiscrimination statutes and implementing regulations:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance;
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute. All grants are subject to review to determine whether grantees are meeting requirements and are eligible to continue to receive federal assistance.

**Project Requirements****1. Notification of Project Activities and Publicity**

The grantee agrees that the Project Director will inform Michigan Humanities office regarding the dates of project events. When possible, such notification should be given well in advance so as to allow a Michigan Humanities staff or board member to attend. Observing project activities is a part of Michigan Humanities responsibility to evaluate the project both for itself and for the NEH. The grantee also agrees that the Project Director will forward to the Michigan Humanities Director of Grants, as part of the final report, copies of all publicity, printed brochures, and newspaper articles and advertisements, whether paid for or donated, that pertain to the project.

## 2. Credit in Publicity to Michigan Humanities and NEH

The grantee agrees to appropriately feature in any publication/publicity pertaining to the project that:

“\_\_\_\_\_ is made possible in part by a grant from Michigan Humanities, an affiliate of the National Endowment for the Humanities. In all but the briefest fliers and announcements, the role of NEH as the sponsor and funding agency of Michigan Humanities should be acknowledged. In addition, as part of the opening remarks at each session of the project, the Project Director or moderator should mention that the project has been funded in part by a grant from Michigan Humanities.

Considerations regarding current and possible future funding:

1. Michigan Humanities may disallow the expending of its grant monies on publicity materials (i.e. brochures, posters, fliers, programs, etc.) that do not contain the statement that “\_\_\_\_\_ is made possible in part by a grant from Michigan Humanities.”
2. In the evaluation of future proposals, Michigan Humanities will give consideration to the grantee’s ability and willingness to comply with the above request.

## 3. Publications Arising from the Project

The grantee may publish, without charge to grant funds, the results of project activities provided that such publications (written, visual, or audio) contain acknowledgment of Michigan Humanities and NEH support. Publications must include in an appropriate place the statement: “Any views, findings, conclusions or recommendations expressed in this material do not necessarily represent those of the National Endowment for the Humanities or Michigan Humanities.” Any tangible result of project activities such as displays or exhibits, must also bear acknowledgment of Michigan Humanities and NEH support and disclaimer.

The grantee agrees to provide Michigan Humanities with two good quality copies of any tangible product, such as a publication, film, audio or videotape, etc., arising from the project. This stipulation applies whether the product has been authorized by Michigan Humanities or not, or whether it has been paid for from the grant or not. The grantee must comply before the last payment of grant funds can be made.

## 4. Copyright

The United States Government and Michigan Humanities reserve nonexclusive licenses to use and reproduce for government or Michigan Humanities purposes, without payment, any publishable matter, including copyrighted matter, arising out of grant activities in instances where either of them deem it in their interest to do so.

## 5. Printing and Duplicating

Grant funds may be used to print or duplicate moderate quantities of materials that are necessary to the project and authorized in the budget. The grantee must not depart from these general standards without first consulting the Michigan Humanities Director of Grants.

## 6. Significant Changes in the Project

The written approval of the Michigan Humanities Director of Grants is required for changes in the project that, in effect, constitute amendments to the proposal. Failure to secure this written approval will result in the withholding

of grant funds for those items changed. Significant changes requiring such written authorization are:

1. changes of project scope, purpose, or activities;
2. changes in the project director or other professional personnel identified in the proposal;
3. changes in the principal participants in the program, moderators, speakers, panelists, etc., especially when these are professionals in the humanities identified in the proposal;
4. changes in the project budget which exceed 20 percent in any budget line item, or which introduce or eliminate categories or expenditures;
5. changes in duration of the grant period (changes should be requested at least 30 days prior to the termination of the grant period). A maximum six-month extension will be allowed;
6. decreases in the level of grant cost-share.

## 7. Evaluation

Michigan Humanities requires that projects carry out certain evaluation activities, including completion of the Project Director's Final Report. All evaluation materials are then to be returned to Michigan Humanities office within 30 days of the project termination date. In addition, an outside evaluator may be assigned to the project, with approval from the project director, to evaluate the project and report to Michigan Humanities. Any project director who anticipates difficulty meeting these evaluation requirements should contact the Michigan Humanities Director of Grants immediately to make other arrangements for evaluating the project.

## 8. Grant Accounting and Records

The grantee shall maintain separate records and accounts for the grant consistent with generally accepted accounting principles. In addition, the grantee shall provide the fiscal control and accounting procedures as are necessary to assure proper disbursement of and accounting for grant funds. Accounts and supporting documentation relating to expenditures shall be adequate to permit an accurate and expeditious audit.

The grantee shall maintain records to demonstrate that cost-share contributions are not less than the amount proposed in the application. The amount of grantee contribution is subject to audit. Maintenance of objective evidence of in-kind contributions as to both type and value is required. These records should be maintained for audit as though they were records of cash disbursements.

Sufficient documentation (e.g. vouchers, invoices, bills) covering receipt and expenditure of grant and cost-share funds must be available for Michigan Humanities to examine at its request for a period of three years from the date the final financial report was filed. This requirement also includes the right of the Federal Government to audit the accounts related to the grant. The required retention period may be extended by written notification from either Michigan Humanities or NEH.

## 9. Audit

Michigan Humanities may inspect and audit the grantee's financial accounts and records, or may designate a qualified person to do so on its behalf, at any time during reasonable business hours and with such frequency as may be deemed necessary. Inspection and audit may include pre-disbursement visits to determine the adequacy of the grantee's accounting system. In addition, NEH and the United States General Accounting Office may conduct

inspections and audits when and to the extent deemed advisable. If the grantee has an A133 or A128 audit, a copy of that audit must be sent to the Michigan Humanities Fiscal Officer.

#### 10. Payment Schedule and Fiscal Reports

The grantee will be paid according to the following schedule and upon completion of the requisite conditions. The first portion of the grant, an amount not to exceed 90% of the total will be paid to the grantee upon receipt of this signed Grant Agreement. Within 30 days of the completion of the project, the submission of a complete final report will ensure the payment of the final portion of the grant. Failure to abide by the stipulations in all respects of this Grant Agreement will preclude payment of grant funds.

#### 11. Limitation on the Use of the Grant Funds

Funds may be expended only for the purposes and activities set forth in the budget as originally approved or subsequently changed by written amendment. Commitment of grant funds, and of such cost-share funds as are required, (with the exception of cost-share arising from the planning of the project), must be incurred during the grant period. Such commitments relate to goods or services provided and used within the grant period. Michigan Humanities retains a lien on all funds or property acquired with funds that are determined to have been improperly applied. Funds remaining uncommitted at the termination of the grant period must be returned with the final financial report by check payable to Michigan Humanities.

#### 12. Cost Principles

Only those costs set forth on the approved project budget are allowable.

#### 13. Project Income

If, at any time, income from a project is anticipated, a grantee must discuss its disposition with Michigan Humanities Director of Grants. All income received by the grantee as a result of the project must be fully accounted for in reports to Michigan Humanities during the grant period. With the approval of Michigan Humanities, such income may be spent within the project budget to cover project needs.

#### 14. Limitation of Liability

Any liability resulting from activities, actions or inactions engaged in by the Grantee under this Grant Agreement shall be the sole responsibility of the Grantee. Any liability resulting from activities, actions or inactions engaged in by individuals or entities with whom the Grantee contracts shall be the sole responsibility of the the subgrantee or as otherwise specified in a subgrant agreement between the Grantee and the subgrantee; however, under no circumstances shall Michigan Humanities their organazational units, officers, agents and employees be liable for the activies of the Grantee or any subgrantee. Neither party will indemnify the other party in any litigation that may arise from the performance of the Grant Agreement or any subgrant agreement executed to fulfill this Grant Agreement.

#### 15. Termination of the Grant

Circumstances may arise in which either Michigan Humanities or the grantee determines that the continuation of all or part of a grantee's activities would not produce results commensurate with the further expenditure of funds. In such cases, the specific activity or the entire grant may be terminated by mutual agreement.

A grantee may terminate its Michigan Humanities award in whole or in part by notifying Michigan Humanities in writing of the reasons for such termination, the effective date, and in the case of partial termination, the portion of grant activities to be terminated. If, in the case of partial termination, Michigan Humanities determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the award in its entirety.

When Michigan Humanities determines that the grantee has failed to comply with the terms and conditions of a grant agreement and /or reporting requirements, Michigan Humanities may issue a notice of suspension or termination for cause. No costs that are incurred during the suspension period or after the effective date of termination will be allowable except those that are specifically authorized by the suspension or termination notice of those that, in the opinion of Michigan Humanities, could not have been reasonably avoided.

Within 30 days of the termination date, the grantee shall furnish to Michigan Humanities a final report summarizing the progress achieved under the grant, the final fiscal report form itemizing expenditures and cost share prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date. The grantee also agrees to remit within 30 days of the receipt of a written request any unspent amount of the grant funds found by Michigan Humanities to be due.

The grantee may request, in writing, the Michigan Humanities Executive Committee review of the termination action. The request must be postmarked no later than 30 days after the date of the termination notice and should be addressed to the Michigan Humanities Executive Director. This request must contain a full statement of the grantee's position and the pertinent facts and reasons that support such a position. The Chair will promptly acknowledge the request for review and present it to the Executive Committee. Pending the resolution of the review request, the notice of termination will remain in effect. The Executive Committee may request the submission of additional information from Michigan Humanities staff and may meet with staff and grantee representatives to discuss the pertinent issues. All review activities will be fully documented by the Executive Committee. The Executive Director will, in writing, advise the grantee of the Executive Committee's final decision.

#### 16. Failure to Comply with Terms of Grant Agreement

Please read the Grant Agreement carefully and thoroughly before signing. Failure to comply with the terms stated in the Agreement will be considered by Michigan Humanities in reviewing future grant requests by the project director, institution, and/or organization funded by this grant.

## ACCEPTANCE OF TERMS & CONDITIONS\*

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, Grantee agrees to accept and comply with the stated terms and conditions of this grant.

### AUTHORIZED SIGNATURE

By typing in your Name, Title, and Date in the spaces below, you confirm that you are authorized to make legal contracts for the Grantee and that you agree to enter into this agreement by electronic means.

Name\*

Title\*



Date\*

*Michigan Humanities Approval*

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Michigan Humanities President/CEO Signature

Date Signed

## File Attachment Summary

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### *Applicant File Uploads*

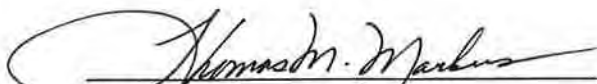
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**CITY OF BIRMINGHAM**

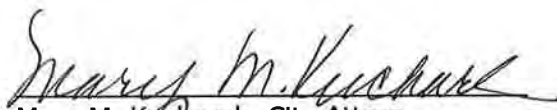
By: \_\_\_\_\_  
Mayor

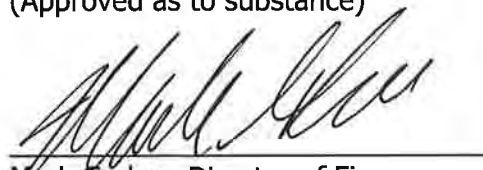
By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

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

  
Leslie Pielack, Museum Director  
(Approved as to substance)

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

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



## **MEMORANDUM**

Fire Department

**DATE:** November 14, 2022

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

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

**SUBJECT:** Fireworks Ordinance

---

### **INTRODUCTION:**

The Birmingham Fire Department prioritizes the safety and protection of our community. Aerial fireworks and their residual debris pose a significant threat to the safety of our residents due to the proximity of the homes in a city environment. A change to the City's fireworks ordinance, additional fireworks education, and consistent code enforcement will help reduce the dangers of fireworks and their associated noise pollution.

### **BACKGROUND:**

In 2018, the State of Michigan amended the Fireworks Safety Act of 2011 (Public Act 256). The law allows consumers to purchase and use aerial fireworks that were previously banned by the State. This law restricts local governments from banning such dangerous fireworks, except for certain days and times outside of the major holidays. On July 4, 2019, the fire department responded to three fires that were caused by aerial fireworks, two of which were residential house fires. Thankfully no one was injured and the fires were quickly extinguished.

Through education and enforcement of the current ordinance, we have seen a reduction in aerial firework usage. However, more can be done. The amended ordinance will address residual firework debris from aerial fireworks that may fall on neighboring property or City property. The increased ability for ordinance enforcement will help lower the risk of fires and also help reduce the extreme noise associated with aerial firework displays that can have negative effects on pets and residents with post-traumatic stress disorder (PTSD).

### **LEGAL REVIEW:**

The ordinance and its language have been reviewed and revised by the City Attorney. The general provision section of the Birmingham city ordinances must also be amended to reflect the higher penalty of \$1000 compared to the normal \$500 threshold.

### **FISCAL IMPACT:**

None

#### PUBLIC COMMUNICATIONS:

The Fire Department's web page will be updated notifying residents of the amended fireworks ordinance. Prior to each Fourth of July, the City will notify the residents of the ordinance along with a reminder of the dangers of fireworks and the effects they have on residents.

#### SUMMARY:

In Summary, the two significant changes to the ordinance are the following:

1. If a person intentionally or recklessly damages the property of another person from the use of fireworks, the person is then guilty of a misdemeanor punishable by up to 90 days in jail and/or a fine of not more than \$500.00.
2. If a person intentionally or recklessly causes litter and/or debris from the use of fireworks onto the property of another, or public property, the person is responsible for a civil infraction punishable by a fine of up to \$500.00.

These additions will help deter aerial fireworks usage in such close proximity of homes and City property. Fireworks should be used in a safe matter and a compact city environment is not a proper setting for aerial firework displays.

#### ATTACHMENTS:

1. Amended Fireworks Ordinance No. \_\_\_\_\_
2. Current Fireworks Ordinance redlined with proposed changes
3. Amended General Provisions Penalty Ordinance No. \_\_\_\_\_
4. Current General Provisions Ordinance redlined with proposed changes

#### SUGGESTED COMMISSION ACTION:

Make a motion adopting amended ordinance Chapter 74 – Article VI Offenses Against Public Safety, Sec. 74-194 Use of consumer fireworks prohibited, and make a motion adopting amended ordinance Chapter 1, General Provisions, Sec. 1-9, General Penalty (b).

CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 74 – OFFENSES, ARTICLE VI. – OFFENSES AGAINST PUBLIC SAFETY, DIVISION 1 – GENERALLY, SEC. 74-194 USE OF CONSUMER FIREWORKS PROHIBITED**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 74. Offenses, Article VI. Offenses Against Public Safety, Division 1 - Generally, Sec. 74-194 – Use of Consumer Fireworks Prohibited, shall read as follows:

**DIVISION 1. – GENERALLY**

**Sec. 74-194. Use of consumer fireworks prohibited.**

- (a) It shall be unlawful for any person to ignite, discharge or use consumer fireworks, as such term is defined in section 74-193 except for the use of consumer fireworks on the following days after 11:00 a.m.:
  - (1) December 31 until 1 a.m. on January 1;
  - (2) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days;
  - (3) June 29 to July 4 until 11:45 p.m. on each of those days;
  - (4) July 5, if that date is a Friday or Saturday, until 11:45 p.m.; and
  - (5) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.
- (b) A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express written permission to use those fireworks on those premises. Except as otherwise provided in this section, a person that violates this subsection (b) is responsible for a civil infraction and may be ordered to pay a civil fine of not more than \$500.00.
- (c) An individual shall not discharge, ignite, or use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor and a controlled substance. A person that violates this subsection (c) is responsible for a civil infraction and may be ordered to pay a civil fine of not more than \$1,000.00. As used in this subsection:
  - (1) "Alcoholic liquor" means that term as defined in section 1d of the Michigan Vehicle Code, 1949 PA 300, MCL 257.1d.
  - (2) "Controlled substance" means that term as defined in section 8b of the Michigan Vehicle Code, 1949 PA 300, MCL 257.8b.
- (d) Unmanned free-floating devices. Any unmanned free-floating device (sky lantern) which requires fire underneath to propel it and is not moored to the ground while aloft, have an

uncontrolled and unpredictable flight path and descent area so as to pose a potential fire risk and are therefore prohibited.

- (e) Novelties. This section does not apply to novelties.
- (f) Unless otherwise provided in the preceding subsections, if a person knowingly, intentionally, or recklessly violates this section, 74-194, the person is responsible for a civil infraction and may be ordered to pay a fine of not more than \$1,000.00. \$500.00 of the fine must be remitted to the Birmingham Fire Department or Birmingham Police Department who issued the citation.
- (g) If a person intentionally or recklessly damages the property of another person from the use of fireworks, the person is then guilty of a misdemeanor punishable by up to 90 days in jail and/or a fine of not more than \$500.00.
- (h) If a person intentionally or recklessly causes litter and/or debris from the use of fireworks onto the property of another, or public property, the person is responsible for a civil infraction punishable by a fine of up to \$500.00.

(Ord. No. 2092, 6-25-12; Ord. No. 2309, 2-25-19)

State law reference(s)—Fireworks, MCL 28.451 et seq.

All other Sections of Chapter 74 – Offenses Against Public Safety, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2022. Effective upon publication.

\_\_\_\_\_  
Therese Longe, Mayor

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

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held \_\_\_\_\_ and that a summary was published \_\_\_\_\_, 2022.

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

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 74 – OFFENSES, ARTICLE VI. – OFFENSES AGAINST PUBLIC SAFETY, DIVISION 1 – GENERALLY, SEC. 74-194 USE OF CONSUMER FIREWORKS PROHIBITED**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 74. Offenses, Article VI. Offenses Against Public Safety, Division 1 - Generally, Sec. 74-194 – Use of Consumer Fireworks Prohibited, shall read as follows:

**DIVISION 1. – GENERALLY**

**Sec. 74-194. Use of consumer fireworks prohibited.**

- (a) It shall be unlawful for any person to ignite, discharge or use consumer fireworks, as such term is defined in section 74-193 except for the use of consumer fireworks on the following days after 11:00 a.m. from:
- (1) 11:00 a.m. on December 31 – 1:00 a.m. on January 1 December 31 until 1 a.m. on January 1;
  - (2) 11:00 a.m. – 11:45 p.m. on the Saturday and Sunday immediately preceding Memorial Day The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days;
  - (3) 11:00 a.m. – 11:45 p.m. on June 29 and 30 and July 1, 2, 3 and 4 June 29 to July 4 until 11:45 p.m. on each of those days;
  - (4) 11:00 a.m. – 11:45 p.m. on July 5, if that date is a Friday or Saturday July 5, if that date is a Friday or Saturday, until 11:45 p.m.; and
  - (5) 11:00 a.m. – 11:45 p.m. on the Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.
- (b) A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express written permission to use those fireworks on those premises. Except as otherwise provided in this subsection, a person that violates this subsection (b) is responsible for a civil infraction and may be ordered to pay a civil fine of not more than \$1,000.00. Of said fine, \$500.00 must be remitted to the city.
- (c) Consumer fireworks shall not be ignited, discharged or used by a person under the influence of alcoholic liquor or controlled substance or a combination of both. An individual shall not discharge, ignite, or use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor and a controlled substance. A person that violates this subsection (c) is responsible for a civil infraction and may be ordered to pay a civil fine of not more than \$1,000.00. As used in this subsection:
- (1) "Alcoholic liquor" means that term as defined in section 1d of the Michigan Vehicle Code, 1949 PA 300, MCL 257.1d.
  - (2) "Controlled substance" means that term as defined in section 8b of the Michigan Vehicle Code, 1949 PA 300, MCL 257.8b.



- ~~(d) Low impact fireworks shall not be ignited, discharged or used by a person under the influence of alcoholic liquor or controlled substance or a combination of both.~~
- (ed) Unmanned free-floating devices. Any unmanned free-floating device (sky lantern) which requires fire underneath to propel it and is not moored to the ground while aloft, have an uncontrolled and unpredictable flight path and descent area so as to pose a potential fire risk and are therefore prohibited.
- (fe) Novelties. This section does not apply to novelties.
- (gf) Unless otherwise provided in ~~this the preceding subsections~~, if a person knowingly, intentionally, or recklessly violates this section, 74-194, the person is ~~guilty responsible for a civil infraction and may be ordered to pay a fine of not more than of a crime~~ \$1,000.00. \$500.00 of the fine must be remitted to the Birmingham Fire Department or Birmingham Police Department who issued the citation as follows:
- ~~(1) Except as otherwise provided in this section, a misdemeanor punishable by imprisonment for not more than 30 days or a fine of not more than \$1,000.00, or both. Of said fine, \$500 must be remitted to the city.~~
- ~~(2) If the violation causes damage to the property of another person, a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both.~~
- ~~(g) If a person intentionally or recklessly damages the property of another person from the use of fireworks, the person is then guilty of a misdemeanor punishable by up to 90 days in jail and/or a fine of not more than \$500.00.~~
- ~~(h) If a person intentionally or recklessly causes litter and/or debris from the use of fireworks onto the property of another, or public property, the person is responsible for a civil infraction punishable by a fine of up to \$500.00.~~

(Ord. No. 2092, 6-25-12; Ord. No. 2309, 2-25-19)

State law reference(s)—Fireworks, MCL 28.451 et seq.

All other Sections of Chapter 74 – Offenses Against Public Safety, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2022. Effective upon publication.

\_\_\_\_\_  
Therese Longe, Mayor

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

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held \_\_\_\_\_ and that a summary was published \_\_\_\_\_, 2022.

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

CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 1 – GENERAL PROVISIONS, SEC. 1-9. GENERAL PENALTY**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 1. General Provisions, Sec. 1-9. General Penalty, shall be amended to read as follows:

**Sec. 1-9. General penalty.**

- (a) Any provision of this Code that is made or declared to be a misdemeanor, civil infraction or municipal civil infraction is a violation of this Code.
- (b) Whenever in this Code or in any rule, regulation or order made pursuant to this Code or any ordinance of the City, any act is prohibited or is made or declared to be unlawful or an offense, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of any such provision by any person shall, upon conviction, be punished by a fine not exceeding \$500.00, and/or a term of probation, and/or imprisonment for a term not exceeding 90 or 93 days. Or, whenever a specific penalty is otherwise provided pursuant to MCL 28.51 et seq., Michigan Fireworks Safety Act, and as written in Birmingham City Code 74-194, a fine not exceeding One Thousand Dollars (\$1,000.00). Or, also except whenever a specific penalty is otherwise provided except pursuant to MCL 117.3(k), MCL 257.625(1)(c) of the Michigan Vehicle Code is hereby specifically adopted by reference. In addition to probation, costs of prosecution, and any other consequence ordered by the court, a violation of this Code is punishable by one or more of the following:
  - (1) Community service for not more than 360 hours.
  - (2) Imprisonment for not more than 180 days.
  - (3) A fine of not less than \$200.00 or more than \$700.00.
- (c) The commission of any violation of this Code that is declared to be a civil infraction shall subject the violator to a civil penalty as provided by state law for civil infractions, or municipal civil infractions whichever is applicable, and as determined by City ordinance.
- (d) Except as specifically provided, any person under the age of 17 years who violates any provision of this Code or any ordinance of the City shall be dealt with by the juvenile division of the probate court or as prescribed by the laws of the state.
- (e) In addition to the penalties provided in subsections (b) and (c) of this section, any condition caused or permitted to exist in violation of any of the provisions of this Code or any ordinance shall be deemed a new and separate offense for each day that such condition continues to exist.

- (f) In addition to any penalty under this section, the City may seek injunctive relief, abate the condition as a nuisance, revoke any permit or license, and/or seek any other available remedy.
- (g) The provisions of this section shall not apply to the failure of City officers and employees to perform duties required in this Code.

(Ord. No. 2063, 4-11-11; Ord. No. 2083, Pt. I, 4-23-12; Ord. No. 2261, 2-26-18)

State law reference(s)—Limitation on penalties, MCL 117.4i, MSA 5.2082.

All other Articles of Chapter 1. –GENERAL PROVISIONS, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2022. Effective upon publication.

\_\_\_\_\_  
Therese Longe, Mayor

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

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held \_\_\_\_\_ and that a summary was published \_\_\_\_\_, 2022.

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Alexandria D. Bingham, City Clerk

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### **Sec. 1-9. General penalty.**

- (a) Any provision of this Code that is made or declared to be a misdemeanor, civil infraction or municipal civil infraction is a violation of this Code.
- (b) Whenever in this Code or in any rule, regulation or order made pursuant to this Code or any ordinance of the ~~city~~City, any act is prohibited or is made or declared to be unlawful or an offense, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of any such provision by any person shall, upon conviction, be punished by a fine not exceeding \$500.00, and/or a term of probation, and/or imprisonment for a term not exceeding 90 or 93 days. Or, whenever a specific penalty is otherwise provided pursuant to MCL 28.51 et seq., Michigan Fireworks Safety Act, and as written in Birmingham City Code 74-194, a fine not exceeding One Thousand Dollars (\$1,000.00). Or, also except whenever a specific penalty is otherwise provided except pursuant to MCL 117.3(k), MCL 257.625(1)(c) of the Michigan Vehicle Code is hereby specifically adopted by reference. In addition to probation, costs of prosecution, and any other consequence ordered by the court, a violation of this Code is punishable by one or more of the following:
  - (1) Community service for not more than 360 hours.
  - (2) Imprisonment for not more than 180 days.
  - (3) A fine of not less than \$200.00 or more than \$700.00.
- (c) The commission of any violation of this Code that is declared to be a civil infraction shall subject the violator to a civil penalty as provided by state law for civil infractions, or municipal civil infractions whichever is applicable, and as determined by ~~e~~City ordinance.
- (d) Except as specifically provided, any person under the age of 17 years who violates any provision of this Code or any ordinance of the ~~e~~City shall be dealt with by the juvenile division of the probate court or as prescribed by the laws of the state.
- (e) In addition to the penalties provided in subsections (b) and (c) of this section, any condition caused or permitted to exist in violation of any of the provisions of this Code or any ordinance shall be deemed a new and separate offense for each day that such condition continues to exist.
- (f) In addition to any penalty under this section, the ~~e~~City may seek injunctive relief, abate the condition as a nuisance, revoke any permit or license, and/or seek any other available remedy.
- (g) The provisions of this section shall not apply to the failure of ~~e~~City officers and employees to perform duties required in this Code.

(Ord. No. 2063, 4-11-11; Ord. No. 2083, Pt. I, 4-23-12; Ord. No. 2261, 2-26-18)

State law reference(s)—Limitation on penalties, MCL 117.4i, MSA 5.2082.

All other Articles of Chapter 1. –GENERAL PROVISIONS, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2022. Effective upon publication.

\_\_\_\_\_  
Therese Longe, Mayor

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

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held \_\_\_\_\_ and that a summary was published \_\_\_\_\_, 2022.

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



**MEMORANDUM**

Police Department

**DATE:** November 1, 2022

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

**FROM:** Chris Koch, Investigative Captain

**SUBJECT:** Request to transfer ownership and location of Class C Liquor License from Ren's East Lake Chinese Restaurant, Inc. (BID No. 241042) to Wilders, LLC located at 460 N Old Woodward Ave., Birmingham, Oakland County, Michigan; Request new SDM Liquor License, Sunday AM Sales Permit, Sunday PM Sales Permit and Outdoor Service Permit, to utilize at a Bistro pursuant to Section 10-81 of Birmingham City Code.

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**INTRODUCTION:**

The police department has received a request from the Law Offices of J. Patrick Howe regarding the request to transfer ownership of the Class C license from Ren's East Lake Chinese Restaurant, Inc. (BID No. 241042) to Wilders, LLC, which will be doing business as Wilders Grill at 460 N Old Woodward, Birmingham, Oakland County MI 48009. Wilders, LLC also requests the following permits: a new SDM Liquor License, Sunday AM sales permit, Sundays PM sales permit and outdoor service permit on public property. Michigan Liquor Control Commission (MLCC) has this license currently in escrow in the name of Ren's East Lake Chinese Restaurant, Inc.

Wilders, LLC's current MLCC application status indicates that it has been referred to their Enforcement Division and is currently under investigation. Wilders, LLC has paid the initial fee of \$1500.00 for a business that serves alcoholic beverages for consumption on the premises per section 10.81 of the Birmingham City Code.

**Member**

Samy S. Eid

**Percent of Interest**

100%

**BACKGROUND:**

Wilders, LLC has entered into an agreement to operate as Wilders Grill located at 460 N Old Woodward, Birmingham, Oakland County MI. Wilders, LLC has acquired an Oakland County transferable Class C liquor license from Ren's East Lake Chinese Restaurant, Inc. 5087 Rochester Rd., Troy Michigan. Wilders, LLC has already obtained a Special Land Use Permit (SLUP) from the City that was approved by the City Commission on September 19, 2022 (minutes attached). Wilders, LLC is proposing to occupy the entire 1900 square foot retail space on the ground floor of a newly built mixed use building located at 460 N. Old Woodward. Wilders, LLC

is proposing indoor seating for 53 diners (including 7 bar seats) and 20 seats on a seasonal outdoor patio. The proposed hours of operation will be Tuesday-Sunday 5:00 pm-11:00 pm and brunch service Saturday and Sunday 11:00 am-2:00 pm. A liquor license application has also been filed with the MLCC.

Wilders, LLC provided a financial letter from Huntington National Bank that verified that there was sufficient funds available to purchase the Liquor license from Ren's East Lake Chinese Restaurant, Inc. Samy S. Eid would be the sole owner of Wilders, LLC. The Huntington Bank financial letter also indicates sufficient funding for the operation of the business, including the lease of the building and renovations.

A Background check was conducted on Samy S. Eid. Eid was checked using the Law Enforcement Information Network (LEIN) and the Court's Enforcement Management Information System (CLEMIS). Samy S. Eid has no criminal conviction and minor contacts in CLEMIS.

Samy S. Eid has received the following MLCC violations at the two MLCC liquor licenses he has ownership interest in:

Licensee Name

Phoenicia L.L.C.

MLCC Violation

(1) Violation failure to provide proof of ATP. (Alcohol Training Program)

Forest Grill 2 L.L.C.

(2) NSF Violations (1) Sale to Minor

LEGAL REVIEW:

None

FISCAL IMPACT:

\$1,500.00 liquor license application fee received.

PUBLIC COMMUNICATIONS:

At the City Commission Meeting on September 19, 2022. The Commission approved the Special Land Use Permit for Wilders, LLC located at 460 N Old Woodward.

ATTACHMENTS:

1. City Commission minutes from the September 19, 2022 Commission meeting approving the SLUP.

SUMMARY:

The request is before the City Commission to approve of the transfer of the Class C license from Ren's East Lake Chinese Restaurant, Inc. to Wilders, LLC. Wilders, LLC will be solely owned by Samy S. Eid, The Class C and new SDM License with Sunday Sales (AM and PM) and Outdoor Service Area on public property located at 460 N Old Woodward, Birmingham, Oakland County, MI. Samy S. Eid has successfully completed the police background check. The police department has not uncovered any information that would give cause to deny the applicant's request.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Wilders, LLC, to approve the transfer of the Class C Liquor License from Ren's East Lake Chinese Restaurant, Inc. to Wilders, LLC. With a new SDM Liquor License, Sunday Sales permit (AM and PM) and Outdoor Service area on public property to Wilders, LLC that will be located at 460 N Old Woodward, Birmingham, Oakland County, MI.



**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.

## 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 Gojcaj 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**



## MEMORANDUM

Birmingham Shopping District

**DATE:** November 14, 2022

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

**FROM:** Jana L. Ecker, Interim Executive Director, Birmingham Shopping District

**SUBJECT:** Public Hearing of Confirmation of the Roll for BSD Special Assessment District

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### INTRODUCTION:

A public hearing on the confirmation of the special assessment roll for the Birmingham Shopping District assessment is being held on November 14, 2022. If the City Commission approves the roll, the commercial property owners who benefit from the Birmingham Shopping District will be billed at the beginning of 2023.

Comments during the hearing of confirmation are limited to those questions specifically addressing the assessment roll pursuant to Section 94-9 of the City Code.

### BACKGROUND:

At the City Commission meeting on October 24, 2022, the City Commission passed a motion adopting a resolution declaring necessity and approving 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 directed 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 included all properties within the Birmingham Shopping Districts 1 and 1A (see attached map).

At this time, the City Commission is asked to conduct the Confirmation of the Assessment Roll for the Birmingham Shopping District Special Assessment for properties within the Birmingham Shopping Districts 1 and 1A for years 2023, 2024, 2025, and 2026.

### LEGAL REVIEW:

The purpose of this hearing is to review and hear any objections to the special assessment roll. The special assessment roll is a listing of all of the properties to be assessed for the Birmingham Shopping District assessment to promote retail and economic development, provide advertising and marketing services, manage maintenance and beautification projects and organize downtown

events to ensure an attractive, safe, clean and vibrant downtown. Pursuant to the City Code at section 94-9, whenever a special assessment roll shall be confirmed by the City Commission, it should be final and conclusive. Further, the City Attorney has prepared a memo regarding the Special Assessment Appeal Process with the Michigan Tax Tribunal. 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:

If confirmed, the preliminary assessment roll would be \$1,159,292.47 for 2023. The roll will be adjusted for 2024, 2025, 2026 for changes to square footage or new development. The BSD assessment is the BSD's primary funding source. The special assessment applies only to commercial square footage within District 1 and 1A of the BSD, as shown on the attached map. The assessment is capped by state law by the rate of inflation. The 2023 assessment cap will be \$17,062.00

#### PUBLIC COMMUNICATIONS:

Property owners were notified by mail of the public hearing dates. If the City Commission confirms the special assessment rolls, the Treasurer's office will notify the property owners in the special assessment district of the confirmation and the lien on their property.

#### SUMMARY:

The Treasurer's office recommends that the City Commission conduct the public hearing of confirmation of special assessment for the Birmingham Shopping District to promote retail and economic development, provide advertising and marketing services, manage maintenance and beautification projects and organize downtown events to ensure an attractive, safe, clean and vibrant Birmingham Shopping District and further to confirm the rolls as attached to this report.

#### ATTACHMENTS:

- Birmingham Shopping District Map
- Proposed Special Assessment Roll
- Memorandum: Clerk's Confirmation of Public Hearing Notices Hearing of Necessity and Confirmation for BSD Special Assessment District
- Memorandum: Hearing of Necessity for BSD SAD
- Special Assessment District Appeal Process

#### SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution confirming special assessment Roll No. 900 for 2023, 901 for 2024, 902 for 2025, and 903 for 2026 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 900, has been heretofore prepared for collection and Roll 901 for 2024, Roll 902 for 2025 and Roll 903 for 2026 shall be prepared for collection in the respective years, and

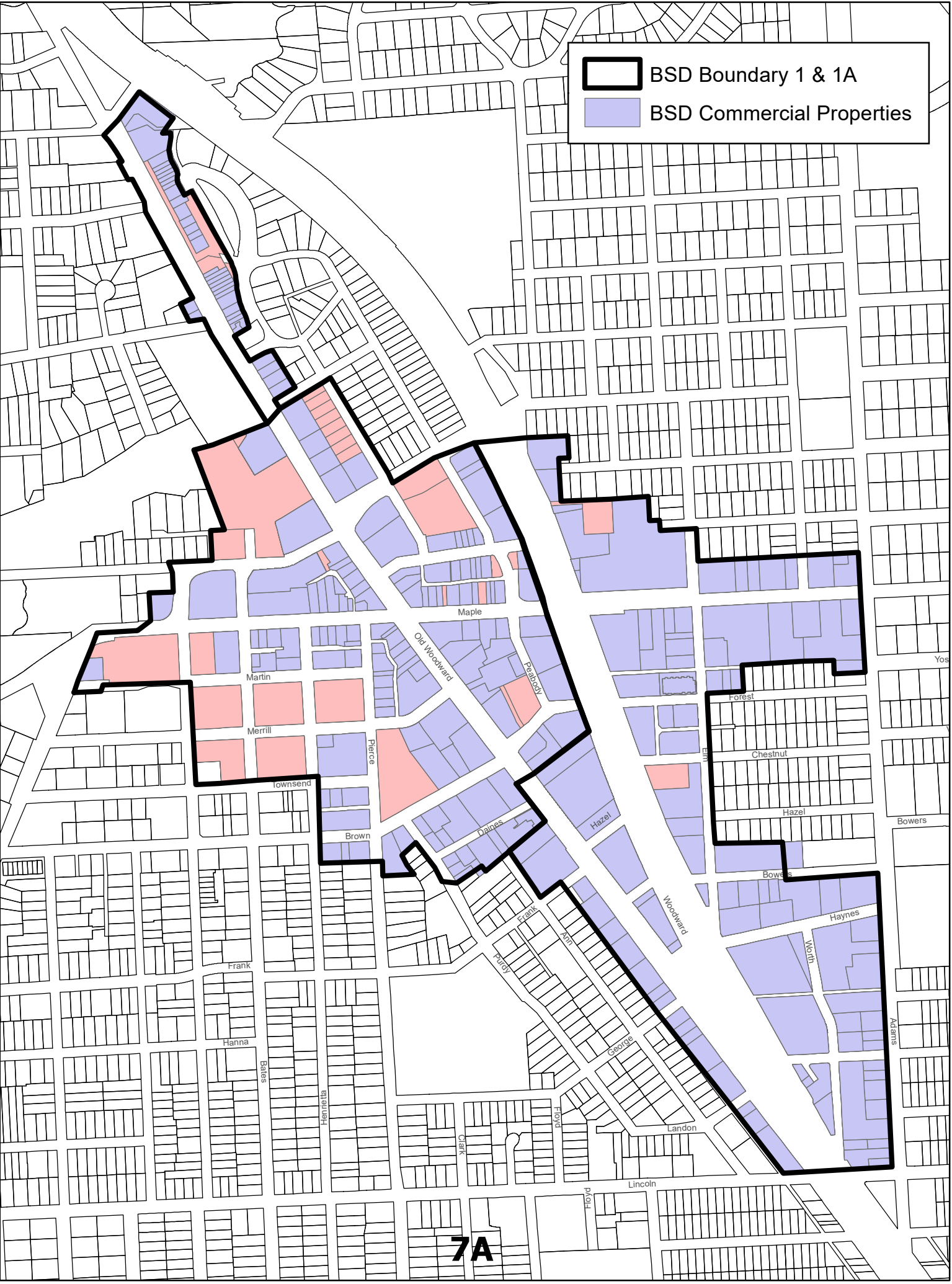
WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party in-interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made in 2023 – 2026 and the Commission Resolution 10-247-22 provided it would meet this 14th day of November, 2022 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this November 14, 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. 900 for 2023, Roll No. 901 for 2024, Roll No. 902 for 2025, and Roll No. 903 for 2026 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 the start of each calendar year from 2023 – 2026.

BE IT FURTHER RESOLVED, that for each year of such special assessments, the assessments shall be payable in one (1) installment payments for collection at the start of each calendar year from 2023 – 2026 as provided in Section 94-10 of the Code of the City of Birmingham.



BSD Boundary 1 & 1A

BSD Commercial Properties

**SAD Roll #900****Principal Shopping District FYE 07/01/2022 - 06/30/2023**

<b>DISTRICT 1 SAD</b>	
<b>PARCEL IDENTIFICATION</b>	<b>TOTAL COST</b>
<b>NUMBER</b>	<b>PER PARCEL</b>
19-25-356-013	12,939.34
19-25-376-099	17,062.00
19-25-377-006	17,062.00
19-25-378-008	5,122.72
19-25-378-009	5,794.69
19-25-378-010	4,080.04
19-25-378-011	3,425.67
19-25-378-012	1,124.45
19-25-378-014	5,170.85
19-25-378-015	8,043.01
19-25-378-016	4,849.53
19-25-378-094	10,964.92
19-25-378-021	2,874.91
19-25-378-023	17,062.00
19-25-378-026	4,942.17
19-25-378-027	2,434.89
19-25-378-028	4,331.10
19-25-378-029	3,684.09
19-25-378-030	2,504.54
19-25-378-031	3,266.02
19-25-379-007	17,062.00
19-25-379-021	8,196.36
19-25-379-022	8,891.19
19-25-379-023	17,062.00
19-25-379-024	17,062.00
19-25-453-010	17,062.00
19-25-453-011	17,062.00
19-25-454-005	5,407.79
19-25-454-006	1,976.10
19-25-454-007	1,976.10
19-25-454-008	1,187.30
19-25-454-009	2,339.57
19-25-455-002	3,445.35
19-25-455-015	12,877.19
19-25-455-016	17,062.00
19-25-455-017	17,062.00
19-25-456-001	7,135.48
19-25-456-002	3,991.72
19-25-456-007	3,724.79
19-25-456-009	6,362.52
19-25-456-010	1,905.53



19-25-456-011	1,340.93
19-25-456-014	524.80
19-25-456-017	982.13
19-25-456-018	1,249.23
19-25-456-019	1,666.19
19-25-456-023	2,920.95
19-25-456-024	4,065.71
19-25-456-027	1,092.73
19-25-456-051	273.19
19-25-456-029	2,583.07
19-25-456-035	8,214.44
19-25-456-037	0.00
19-25-456-039	10,332.56
19-25-456-041	2,500.67
19-25-456-047	1,718.07
19-25-456-048	1,715.74
19-25-456-049	2,246.29
19-36-126-017	5,070.16
19-36-126-018	11,408.39
19-36-127-004	4,835.71
19-36-128-001	3,831.10
19-36-128-002	2,784.26
19-36-128-003	3,714.62
19-36-128-004	13,134.43
19-36-128-006	2,800.60
19-36-128-021	694.02
19-36-128-022	477.24
19-36-129-001	2,464.39
19-36-129-002	2,379.49
19-36-129-003	3,004.80
19-36-129-004	5,001.03
19-36-129-005	5,066.13
19-36-129-006	2,370.95
19-36-129-016	206.27
19-36-129-017	206.27
19-36-134-001	1,995.23
19-36-134-006	17,062.00
19-36-138-001	7,463.70
19-36-138-002	3,011.09
19-36-138-003	11,029.38
19-36-138-007	17,062.00
19-36-179-003	1,609.11
19-36-179-004	2,934.78
19-36-179-025	4,160.94
19-36-201-001	3,448.15
19-36-201-005	2,327.53
19-36-201-006	3,581.23

19-36-201-009	2,610.77
19-36-201-010	0.00
19-36-201-011	6,737.45
19-36-201-012	1,941.68
19-36-201-013	6,913.43
19-36-201-014	5,759.90
19-36-201-015	2,461.97
19-36-201-018	2,870.04
19-36-201-019	17,062.00
19-36-201-020	9,635.42
19-36-201-021	4,991.73
19-36-201-022	5,938.27
19-36-201-023	1,605.92
19-36-201-024	5,379.62
19-36-202-009	0.00
19-36-202-015	17,062.00
19-36-202-016	0.00
19-36-202-017	10,041.86
19-36-202-018	17,062.00
19-36-202-019	17,062.00
19-36-203-011	2,588.60
19-36-203-024	4,865.85
19-36-204-001	1,951.54
19-36-204-006	0.00
19-36-204-007	1,131.31
19-36-204-014	0.00
19-36-204-016	739.92
19-36-204-021	0.00
19-36-204-027	0.00
19-36-204-025	17,062.00
19-36-205-040	6,920.13
19-36-205-043	5,495.72
19-36-206-001	17,062.00
19-36-206-002	8,812.40
19-36-206-005	16,939.69
19-36-206-006	12,496.81
19-36-206-007	12,892.43
19-36-206-008	6,698.16
19-36-206-018	4,758.59
19-36-206-020	10,624.43
19-36-206-021	17,062.00
19-36-207-001	15,484.58
19-36-207-004	0.00
19-36-207-008	0.00
19-36-207-009	17,062.00
19-36-207-013	0.00
19-36-208-004	3,326.85

19-36-208-015	4,917.48
19-36-208-016	17,062.00

<b>TOTALS</b>	<b>855,242.18</b>
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**DISTRICT 1 (@ 40% OF RATE)**

19-36-129-010	9,136.24
19-36-132-007	6,849.78

<b>TOTALS</b>	<b>15,986.02</b>
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<b>DISTRICT 1 TOTAL</b>	<b>871,228.20</b>
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**DISTRICT 1A**

19-25-179-001	2,450.62
19-25-179-002	1,153.18
19-25-327-031	968.40
19-25-327-032	680.32
19-25-328-001	377.00
19-25-328-005	438.50
19-25-328-006	545.94
19-25-328-007	493.62
19-25-328-008	366.48
19-25-328-009	618.90
19-25-328-010	618.90
19-25-328-014	2,205.25
19-25-328-017	1,465.24
19-25-328-018	1,441.73
19-25-328-019	1,007.68
19-25-328-020	1,996.48
19-25-328-022	443.20
19-25-328-023	540.15
19-25-328-024	678.24
19-25-328-025	568.98
19-25-328-026	334.62
19-25-328-027	332.40
19-25-328-028	332.40
19-25-328-030	886.40
19-25-328-031	664.80
19-25-328-032	332.40

19-25-328-033	254.29
19-25-328-034	343.48
19-25-328-035	387.80
19-25-328-058	2,974.51
19-25-328-060	2,935.16
19-25-328-061	2,244.47
19-25-330-001	2,447.52
19-25-330-004	2,666.65
19-25-330-008	748.80
19-25-330-009	767.82
19-25-382-002	0.00
19-25-382-028	775.33
19-25-460-019	6,652.43
19-25-483-019	503.25
19-25-483-026	729.07
19-25-483-031	5,471.63
19-25-483-032	17,062.00
19-25-483-033	136.84
19-25-483-034	166.48
19-25-486-013	711.47
19-25-486-014	741.71
19-25-486-018	6,059.42
19-25-486-019	1,885.89
19-25-487-007	4,768.99
19-25-487-008	393.34
19-25-487-009	531.29
19-36-202-019	0.00
19-36-205-026	2,925.68
19-36-205-041	5,482.39
19-36-208-011	798.32
19-36-208-012	954.82
19-36-208-017	17,062.00
19-36-210-001	17,062.00
19-36-210-005	1,692.27
19-36-226-002	0.00
19-36-226-003	1,989.70
19-36-226-007	1,574.09
19-36-226-009	1,207.55
19-36-226-012	1,377.38
19-36-226-013	1,159.25
19-36-226-020	3,868.99
19-36-226-021	142.11
19-36-226-022	2,586.91
19-36-227-002	4,797.08
19-36-227-003	453.18
19-36-227-005	680.87
19-36-227-006	966.50

19-36-227-007	569.79
19-36-227-008	1,374.14
19-36-227-024	2,750.21
19-36-227-025	760.10
19-36-227-027	0.00
19-36-227-028	1,689.25
19-36-227-029	0.00
19-36-228-001	761.20
19-36-228-002	1,633.91
19-36-228-003	0.00
19-36-228-004	0.00
19-36-228-005	3,077.52
19-36-230-003	4,000.16
19-36-232-001	5,232.73
19-36-232-005	3,208.50
19-36-233-022	1,451.21
19-36-234-002	2,568.56
19-36-234-004	498.78
19-36-234-007	493.54
19-36-236-001	231.58
19-36-253-025	824.91
19-36-253-026	406.09
19-36-253-028	839.04
19-36-253-029	1,125.42
19-36-253-030	1,303.77
19-36-253-034	1,924.32
19-36-253-035	1,894.13
19-36-278-012	1,979.96
19-36-278-013	1,443.73
19-36-278-017	2,770.00
19-36-278-018	2,452.57
19-36-279-004	1,792.50
19-36-279-005	3,904.92
19-36-279-008	6,039.27
19-36-280-002	874.49
19-36-281-003	0.00
19-36-281-004	698.04
19-36-281-005	1,226.42
19-36-281-017	2,421.26
19-36-281-022	2,299.10
19-36-281-028	1,476.41
19-36-281-029	5,157.93
19-36-281-030	1,665.18
19-36-281-031	4,005.39
19-36-282-005	9,293.48
19-36-282-006	7,642.46
19-36-283-009	2,824.93

19-36-283-014	359.00
19-36-283-016	4,588.50
19-36-283-019	1,444.01
19-36-283-020	971.72
19-36-283-021	841.25
19-36-283-022	1,365.61
19-36-283-024	2,944.97
19-36-284-001	191.41
19-36-284-002	470.07
19-36-284-009	1,984.19
19-36-285-001	14,161.32
19-36-285-002	593.89
19-36-285-006	1,467.27
19-36-285-008	1,576.06
19-36-285-009	1,055.33
19-36-285-010	354.84
19-36-285-012	1,091.46
19-36-285-013	1,972.52

<b>TOTALS</b>	287,102.88
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**DISTRICT 1A (@ 40% OF RAT**

19-25-330-008	0.00
19-36-230-004	961.39
<b>TOTALS</b>	961.39

<b>DISTRICT 1A TOTAL:</b>	288,064.27
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<b>GRAND TOTAL (1 &amp; 1A)</b>	1,159,292.47
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**\*\*Detroit CPI 1.036**



## **MEMORANDUM**

Clerk's Office

**DATE:** October 26, 2022

**TO:** Jana Ecker, Birmingham Shopping District Interim Executive Director

**FROM:** Christina Woods, Deputy Clerk

**SUBJECT:** Clerk's Confirmation of Public Hearing Notice: Hearing of Necessity and Confirmation for BSD Special Assessment District

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The public hearing notice process has been completed for Hearing of Necessity and Confirmation for BSD Special Assessment District. Please see attachments for further confirmation.

Mailing Date: October 10, 2022

Test Mail Return Date: October 13, 2022

Publishing Dates in the Birmingham Eccentric: October 9 and October 16 2022

Posted on [www.bhamgov.org/publicnotices](http://www.bhamgov.org/publicnotices): October 5, 2022

Attachments:

1. Public Hearing Notice
2. Addresses
3. Mailing Letter
4. Mail Machine Counter Report and Test Mail Return
5. Affidavit of publishing

<div> <div>Attachment 1: Public Hearing Notice</div> <div>NOTICE OF PUBLIC HEARINGS</div> <div>BIRMINGHAM CITY COMMISSION</div> <div>PUBLIC HEARING OF NECESSITY</div> <div>PUBLIC HEARING OF CONFIRMATION</div> <div>FOR THE BIRMINGHAM SHOPPING DISTRICT SPECIAL ASSESSMENT</div> </div>	
Meeting Date, Time, Location:	<div>HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT</div> <div>Monday, October 24, 2022, 7:30 PM</div> <div>Municipal Building, 151 Martin, Birmingham, MI 48009</div>
Meeting Date, Time, Location:	<div>HEARING OF CONFIRMATION FOR THE ROLL FOR SPECIAL ASSESSMENT DISTRICT</div> <div>Monday, November 14, 2022, 7:30 PM</div> <div>Municipal Building, 151 Martin, Birmingham, MI</div>
Location:	<div>Birmingham Shopping District (BSD)</div> <div>District 1 &amp; District 1A (see map)</div> <div> </div>
Nature of Improvement:	<div>To renew the special assessment for the 2023, 2024, 2025 and 2026 years for the purposes set forth in the act, including, but not limited to the financing of improved promotion, maintenance, security and operation of the BSD.</div> <div>All vacant land parcels are included in the hearing of necessity. If necessity is declared, vacant property will be assessed when developed, as other like properties in this special assessment district.</div>
City Staff Contact:	Jana Ecker, Interim Executive Director, Birmingham Shopping District, 248.530.1811, <a href="mailto:jecker@bhamgov.org">jecker@bhamgov.org</a>
Notice Requirements:	<div>Mail to owner or party in interest of property to be assessed</div> <div>Publish October 9, 2022 and October 16, 2022</div>
Approved minutes may be reviewed at:	City Clerk's Office or <a href="http://www.bhamgov.org/commissionagendas">www.bhamgov.org/commissionagendas</a>
<div>Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <a href="https://zoom.us/j/655079760">https://zoom.us/j/655079760</a> Meeting ID: 655 079 760</div> <div>You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.</div> <div>The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.</div> <div>All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.</div> <div>Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.</div> <div><i>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).</i></div>	



	Parcel	NAME1	NAME2	Address	City	State	Zip	SITEZIP4
1	08-19-25-179-001	AUGUST LLC		35975 WOODWARD AVE	BIRMINGHAM	MI	48009	0940
2	08-19-25-179-001	AUGUST LLC		35975 WOODWARD AVE APT 200	BIRMINGHAM	MI	48009	0940
3	08-19-25-179-002	EMEH HOLDINGS LLC		900 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	3851
4	08-19-25-179-002	EMEH HOLDINGS LLC		900 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	3851
5	08-19-25-327-031	MASTERPIECE INVESTMENTS LLC		523 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5376
6	08-19-25-327-031	MASTERPIECE INVESTMENTS LLC		30777 NORTHWESTERN HWY STE 301	FARMINGTON	MI	48334	2594
7	08-19-25-327-032	ORLEY LAX PARTNERS 511 W		511 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5376
8	08-19-25-327-032	ORLEY LAX PARTNERS 511 W		40900 WOODWARD AVE STE 200	BLOOMFIELD	MI	48304	5116
9	08-19-25-328-001	FLS PROPERTIES #5 LLC		856 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	
10	08-19-25-328-001	FLS PROPERTIES #5 LLC		2950 WALNUT LAKE RD	WEST BLOOMING	MI	48323	3754
11	08-19-25-328-005	794 OLD WOODWARD LLC		798 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1370
12	08-19-25-328-005	794 OLD WOODWARD LLC		PO BOX 1514	BIRMINGHAM	MI	48012	1514
13	08-19-25-328-006	794 OLD WOODWARD LLC		794 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1370
14	08-19-25-328-006	794 OLD WOODWARD LLC		PO BOX 1514	BIRMINGHAM	MI	48012	1514
15	08-19-25-328-007	VIRGINIA E RICHARDSON TRUST		790 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1370
16	08-19-25-328-007	VIRGINIA E RICHARDSON TRUST		4716 83RD ST	URBANDALE	IA	50322	7347
17	08-19-25-328-008	768 WOODTOWN LLC		768 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1370
18	08-19-25-328-008	768 WOODTOWN LLC		700 N OLD WOODWARD AVE STE 300	BIRMINGHAM	MI	48009	1338
19	08-19-25-328-009	742 NOW LLC		742 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1370
20	08-19-25-328-009	742 NOW LLC		PO BOX 1514	BIRMINGHAM	MI	48012	1514
21	08-19-25-328-010	THE CORTESE FAMILY LLC		730 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1370
22	08-19-25-328-010	THE CORTESE FAMILY LLC		1177 HENRIETTA ST	BIRMINGHAM	MI	48009	1906
23	08-19-25-328-014	ROSELLI PROPERTIES LLC		704 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1370
24	08-19-25-328-014	ROSELLI PROPERTIES LLC		704 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1370
25	08-19-25-328-017	MAPLEWOOD OFFICE PARK LLC		640 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	3881
26	08-19-25-328-017	MAPLEWOOD OFFICE PARK LLC		600 N OLD WOODWARD AVE STE 100	BIRMINGHAM	MI	48009	3835
27	08-19-25-328-018	MAPLEWOOD OFFICE PARK LLC		630 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	3858
28	08-19-25-328-018	MAPLEWOOD OFFICE PARK LLC		600 N OLD WOODWARD AVE STE 100	BIRMINGHAM	MI	48009	3835
29	08-19-25-328-019	MAPLEWOOD OFFICE PARK LLC		620 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	3855
30	08-19-25-328-019	MAPLEWOOD OFFICE PARK LLC		600 N OLD WOODWARD AVE STE 100	BIRMINGHAM	MI	48009	3835
31	08-19-25-328-020	MAPLEWOOD OFFICE PARK LLC		600 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1324
32	08-19-25-328-020	MAPLEWOOD OFFICE PARK LLC		600 N OLD WOODWARD AVE STE 100	BIRMINGHAM	MI	48009	3835
33	08-19-25-328-022	THE CORTESE FAMILY LLC		588 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
34	08-19-25-328-022	THE CORTESE FAMILY LLC		1177 HENRIETTA ST	BIRMINGHAM	MI	48009	1906
35	08-19-25-328-023	580 NORTH WOODWARD LLC		580 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
36	08-19-25-328-023	580 NORTH WOODWARD LLC		484 WARREN CT	BIRMINGHAM	MI	48009	3318
37	08-19-25-328-024	576 NORTH WOODWARD LLC	SHARON M SABATINI	576 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
38	08-19-25-328-024	576 NORTH WOODWARD LLC	SHARON M SABATINI	484 WARREN CT	BIRMINGHAM	MI	48009	3318
39	08-19-25-328-025	574 OLD WOODTOWN LLC		574 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
40	08-19-25-328-025	574 OLD WOODTOWN LLC		700 N OLD WOODWARD AVE STE 300	BIRMINGHAM	MI	48009	1338
41	08-19-25-328-026	DERR CORPORATION		570 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
42	08-19-25-328-026	DERR CORPORATION		PO BOX 252362	WEST BLOOMING	MI	48325	2362
43	08-19-25-328-027	DERR CORPORATION		568 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
44	08-19-25-328-027	DERR CORPORATION		PO BOX 252362	WEST BLOOMING	MI	48325	2362
45	08-19-25-328-028	DERR CORPORATION		560 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
46	08-19-25-328-028	DERR CORPORATION		PO BOX 252362	WEST BLOOMING	MI	48325	2362
47	08-19-25-328-030	DERR CORPORATION		550 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
48	08-19-25-328-030	DERR CORPORATION		PO BOX 252362	WEST BLOOMING	MI	48325	2362
49	08-19-25-328-031	DERR CORPORATION		536 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
50	08-19-25-328-031	DERR CORPORATION		PO BOX 252362	WEST BLOOMING	MI	48325	2362
51	08-19-25-328-032	DERR CORPORATION		534 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
52	08-19-25-328-032	DERR CORPORATION		PO BOX 252362	WEST BLOOMING	MI	48325	2362
53	08-19-25-328-033	532 NORTH WOODWARD LLC		532 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
54	08-19-25-328-033	532 NORTH WOODWARD LLC		532 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
55	08-19-25-328-034	SANDRA P EBLING TRUST		528 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
56	08-19-25-328-034	SANDRA P EBLING TRUST		734 TENNYSON DOWNS CT	BLOOMFIELD	MI	48304	3775
57	08-19-25-328-035	526 NORTH WOODWARD LLC		526 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5375
58	08-19-25-328-035	526 NORTH WOODWARD LLC		484 WARREN CT	BIRMINGHAM	MI	48009	3318
59	08-19-25-328-058	MAPLEWOOD 720 LLC		720 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1342
60	08-19-25-328-058	MAPLEWOOD 720 LLC		600 N OLD WOODWARD AVE STE 100	BIRMINGHAM	MI	48009	3835
61	08-19-25-328-060	DENHA PROPERTIES LLC		700 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	1322
62	08-19-25-328-060	DENHA PROPERTIES LLC		700 N OLD WOODWARD AVE STE 300	BIRMINGHAM	MI	48009	1338
63	08-19-25-328-061	FLS PROPERTIES NO 7 LLC		800 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	3803
64	08-19-25-328-061	FLS PROPERTIES NO 7 LLC		2950 WALNUT LAKE RD	WEST BLOOMING	MI	48323	3754
65	08-19-25-330-001	LPH VENTURES IV LLC	DARCO PROPERTIES	470 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5372
66	08-19-25-330-001	LPH VENTURES IV LLC	DARCO PROPERTIES	2 CORPORATE DR STE 300	SOUTHFIELD	MI	48076	3759
67	08-19-25-330-004	MASTERPIECE 2 LLC		430 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5316
68	08-19-25-330-004	MASTERPIECE 2 LLC		30777 NORTHWESTERN HWY STE 301	FARMINGTON	MI	48334	2594
69	08-19-25-330-008	460 PARKVIEW LLC		460 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5354
70	08-19-25-330-008	460 PARKVIEW LLC		430 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5316
71	08-19-25-330-009	450 N OLD WOODWARD LLC		450 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5361
72	08-19-25-330-009	450 N OLD WOODWARD LLC		126 BRATTLE ST	CAMBRIDGE	MA	02138	3424
73	08-19-25-356-013	MAPLE LAND LLC		400 W MAPLE RD	BIRMINGHAM	MI	48009	3314
74	08-19-25-356-013	MAPLE LAND LLC		19640 HARPER AVE	GROSSE POINTE	MI	48236	1966
75	08-19-25-376-099	325 OWNER LLC AND A HOME TO OV		325 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5331
76	08-19-25-376-099	325 OWNER LLC AND A HOME TO OV		325 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	5331
77	08-19-25-376-099	325 OWNER LLC AND A HOME TO OV		326 E 4TH ST STE 200	ROYAL OAK	MI	48067	2706
78	08-19-25-376-102	BROOKSIDE DEVELOPMENT GROUP		369 N OLD WOODWARD AVE	BIRMINGHAM	MI	48009	
79	08-19-25-376-102	BROOKSIDE DEVELOPMENT GROUP		27777 FRANKLIN RD STE 2500	SOUTHFIELD	MI	48034	8222
80	08-19-25-377-006	MAPLE RING LLC	CENTRAL PARK PROPTS	336 W MAPLE RD	BIRMINGHAM	MI	48009	3346

81	08-19-25-377-006	MAPLE RING LLC	CENTRAL PARK PROPTS	112 PEABODY ST	BIRMINGHAM MI	48009	6329
82	08-19-25-378-008	KYJ LEASING INCORPORATED		168 W MAPLE RD	BIRMINGHAM MI	48009	3322
83	08-19-25-378-008	KYJ LEASING INCORPORATED		3403 CHICKERING LN	BLOOMFIELD MI	48302	1417
84	08-19-25-378-009	KAY BAUM ASSOCIATES	THE PROPERTY MGMT L	166 W MAPLE RD	BIRMINGHAM MI	48009	3345
85	08-19-25-378-009	KAY BAUM ASSOCIATES	THE PROPERTY MGMT L	16826 KERCHEVAL PL	GROSSE POINTE MI	48230	1516
86	08-19-25-378-010	LEVINSON-LEVIN PROPERTIES LLC		150 W MAPLE RD	BIRMINGHAM MI	48009	3322
87	08-19-25-378-010	LEVINSON-LEVIN PROPERTIES LLC		22519 FIDDLERS COVE RD	BEVERLY HILL MI	48025	3603
88	08-19-25-378-011	LEVINSON-LEVIN PROPERTIES LLC		142 W MAPLE RD	BIRMINGHAM MI	48009	3322
89	08-19-25-378-011	LEVINSON-LEVIN PROPERTIES LLC		22519 FIDDLERS COVE RD	BEVERLY HILL MI	48025	3603
90	08-19-25-378-012	RICHARD ASTREIN		138 W MAPLE RD	BIRMINGHAM MI	48009	3322
91	08-19-25-378-012	RICHARD ASTREIN		120 W MAPLE RD	BIRMINGHAM MI	48009	3349
92	08-19-25-378-014	HUSTON 2 LLC		233 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5312
93	08-19-25-378-014	HUSTON 2 LLC		2271 COLE ST	BIRMINGHAM MI	48009	7073
94	08-19-25-378-015	HUSTON LLC		205 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5312
95	08-19-25-378-015	HUSTON LLC		PO BOX 414	TROY MI	48099	0414
96	08-19-25-378-016	BIRMINGHAM RIVERSIDE LLC		183 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	3372
97	08-19-25-378-016	BIRMINGHAM RIVERSIDE LLC		PO BOX 1415	BIRMINGHAM MI	48012	1415
98	08-19-25-378-021	ASTREIN REAL ESTATE INVS LLC		122 W MAPLE RD	BIRMINGHAM MI	48009	3322
99	08-19-25-378-021	ASTREIN REAL ESTATE INVS LLC		13125 LUDLOW AVE	HUNTINGTON MI	48070	1411
100	08-19-25-378-023	ESSCO OF WABEEC		180 W MAPLE RD	BIRMINGHAM MI	48009	3322
101	08-19-25-378-023	ESSCO OF WABEEC		210 S OLD WOODWARD AVE STE 230	BIRMINGHAM MI	48009	6169
102	08-19-25-378-026	WILLITS STREET LIMITED PARTNER:		275 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5312
103	08-19-25-378-026	WILLITS STREET LIMITED PARTNER:		28400 NORTHWESTERN HWY FL 4	SOUTHFIELD MI	48034	1839
104	08-19-25-378-027	MARRAS LLC		265 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5312
105	08-19-25-378-027	MARRAS LLC		265 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5312
106	08-19-25-378-028	WILLITS RETAIL LLC	WILLITS RETAIL II LLC	117 WILLITS ST	BIRMINGHAM MI	48009	3317
107	08-19-25-378-028	WILLITS RETAIL LLC	WILLITS RETAIL II LLC	1 TOWNE SQ STE 1913	SOUTHFIELD MI	48076	3733
108	08-19-25-378-029	WILLITS RETAIL LLC	WILLITS RETAIL II LLC	115 WILLITS ST	BIRMINGHAM MI	48009	3317
109	08-19-25-378-030	WILLITS RETAIL LLC	WILLITS RETAIL II LLC	113 WILLITS ST	BIRMINGHAM MI	48009	3317
110	08-19-25-378-031	WILLITS RETAIL LLC		101 WILLITS ST	BIRMINGHAM MI	48009	3317
111	08-19-25-378-094	MONDIAL PROPERTIES III LLC		101 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	3372
112	08-19-25-378-094	MONDIAL PROPERTIES III LLC		600 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	1324
113	08-19-25-378-095	WILLITS RESIDENTIAL ASSOCIATION		111 WILLITS ST	BIRMINGHAM MI	48009	3326
114	08-19-25-379-007	SAIC PROPERTY MANAGEMENT LLC		322 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5321
115	08-19-25-379-021	344 NORTH OLD WOODWARD LLC		344 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5336
116	08-19-25-379-021	344 NORTH OLD WOODWARD LLC		600 N OLD WOODWARD AVE STE 100	BIRMINGHAM MI	48009	3835
117	08-19-25-379-022	350 N OLD WOODWARD LLC		350 N OLD WOODWARD AVE STE 300	BIRMINGHAM MI	48009	5390
118	08-19-25-379-023	HOLLYWOOD SHERIDAN ASSOC LP		185 OAKLAND AVE	BIRMINGHAM MI	48009	3435
119	08-19-25-379-023	HOLLYWOOD SHERIDAN ASSOC LP		29100 NORTHWESTERN HWY STE 410	SOUTHFIELD MI	48034	1081
120	08-19-25-379-024	380 N OLD WOODWARD LLC		380 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5347
121	08-19-25-379-024	380 N OLD WOODWARD LLC		440 S OLD WOODWARD AVE STE 440	BIRMINGHAM MI	48009	6610
122	08-19-25-381-003	B/K/G BIRMINGHAM LLC		30100 TELEGRAPH RD STE 366	BIRMINGHAM FAR MI	48025	5800
123	08-19-25-382-002	BROOKSIDE SPA LLC		369 N OLD WOODWARD AVE UNIT 102	BIRMINGHAM MI	48009	5331
124	08-19-25-382-002	BROOKSIDE SPA LLC		31550 NORTHWESTERN HWY STE 220	FARMINGTON MI	48334	2532
125	08-19-25-382-028	BROOKSIDE DEVELOPMENT GROUP		353 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5331
126	08-19-25-382-028	BROOKSIDE DEVELOPMENT GROUP		27777 FRANKLIN RD STE 200	SOUTHFIELD MI	48034	8205
127	08-19-25-382-029	BROOKSIDE DEVELOPMENT GROUP		387 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	
128	08-19-25-382-029	BROOKSIDE DEVELOPMENT GROUP		27777 FRANKLIN RD STE 200	SOUTHFIELD MI	48034	8205
129	08-19-25-453-010	JFK INVESTMENT COMPANY LLC		280 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5300
130	08-19-25-453-010	JFK INVESTMENT COMPANY LLC		43252 WOODWARD AVE STE 210	BLOOMFIELD MI	48302	5047
131	08-19-25-453-011	PALLADIUM OF BIRMINGHAM LLC		250 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	5311
132	08-19-25-453-011	PALLADIUM OF BIRMINGHAM LLC		4036 TELEGRAPH RD STE 201	BLOOMFIELD MI	48302	2073
133	08-19-25-454-005	HAMILTON ROW BIRMINGHAM LLC		221 HAMILTON ROW	BIRMINGHAM MI	48009	3455
134	08-19-25-454-005	HAMILTON ROW BIRMINGHAM LLC		29610 SOUTHFIELD RD STE 100	SOUTHFIELD MI	48076	2000
135	08-19-25-454-006	BARCLAY CENTER MANAGEMENT LI		375 HAMILTON ROW	BIRMINGHAM MI	48009	3460
136	08-19-25-454-006	BARCLAY CENTER MANAGEMENT LI		120 E UNIVERSITY DR	ROCHESTER MI	48307	2044
137	08-19-25-454-007	KDB PROPERTIES LLC		377 HAMILTON ROW	BIRMINGHAM MI	48009	3460
138	08-19-25-454-007	KDB PROPERTIES LLC		29610 SOUTHFIELD RD STE 100	SOUTHFIELD MI	48076	2000
139	08-19-25-454-008	ANTOINE N FARRIS REVOC TRUST		381 HAMILTON ROW	BIRMINGHAM MI	48009	3460
140	08-19-25-454-008	ANTOINE N FARRIS REVOC TRUST		3542 DELAWARE DR	TROY MI	48084	1607
141	08-19-25-454-009	BARBARA BANCO		391 HAMILTON ROW	BIRMINGHAM MI	48009	3460
142	08-19-25-454-009	BARBARA BANCO		379 HAMILTON ROW	BIRMINGHAM MI	48009	3460
143	08-19-25-455-002	LICAT LLC		346 PARK ST	BIRMINGHAM MI	48009	3436
144	08-19-25-455-002	LICAT LLC		346 PARK ST STE 200	BIRMINGHAM MI	48009	3436
145	08-19-25-455-015	MAGNI GROUP INC		390 PARK ST STE 300	BIRMINGHAM MI	48009	3400
146	08-19-25-455-016	300 PARK LLC		300 PARK ST	BIRMINGHAM MI	48009	3429
147	08-19-25-455-016	300 PARK LLC		7125 ORCHARD LAKE RD STE 200	WEST BLOOMING MI	48322	5306
148	08-19-25-455-017	220 PARK AVE LLC		220 PARK ST	BIRMINGHAM MI	48009	3477
149	08-19-25-455-017	220 PARK AVE LLC		124 W ALLEGAN ST STE 2100	LANSING MI	48933	1768
150	08-19-25-456-001	COMERICA INCORPORATED	RYAN LLC	188 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	3371
151	08-19-25-456-001	COMERICA INCORPORATED	RYAN LLC	2800 POST OAK BLVD STE 4200	HOUSTON TX	77056	6139
152	08-19-25-456-002	W & W MICHIGAN INVESTMENTS LLC		152 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	3371
153	08-19-25-456-002	W & W MICHIGAN INVESTMENTS LLC		176 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	3371
154	08-19-25-456-007	COMERICA INCORPORATED	RYAN LLC	220 HAMILTON ROW	BIRMINGHAM MI	48009	
155	08-19-25-456-007	COMERICA INCORPORATED	RYAN LLC	2800 POST OAK BLVD STE 4200	HOUSTON TX	77056	6139
156	08-19-25-456-009	330 HAMILTON LLC		330 HAMILTON ROW	BIRMINGHAM MI	48009	3483
157	08-19-25-456-009	330 HAMILTON LLC		330 HAMILTON ROW	BIRMINGHAM MI	48009	3483
158	08-19-25-456-010	344 HAMILTON ROW LLC		344 HAMILTON ROW	BIRMINGHAM MI	48009	3459
159	08-19-25-456-010	344 HAMILTON ROW LLC		33717 WOODWARD AVE STE 448	BIRMINGHAM MI	48009	0913
160	08-19-25-456-011	360 HAMILTON ROW LLC		360 HAMILTON ROW	BIRMINGHAM MI	48009	3459
161	08-19-25-456-011	360 HAMILTON ROW LLC		33717 WOODWARD AVE # 448	BIRMINGHAM MI	48009	0913

162	08-19-25-456-014	SELECT COMMERCIAL ASSETS HOS		35075 WOODWARD AVE	BIRMINGHAM MI	48009	0933
163	08-19-25-456-014	SELECT COMMERCIAL ASSETS HOS		8469 WARWICK GROVES CT	GRAND BLANC MI	48439	7426
164	08-19-25-456-017	MAPLEWOOD EQUITIES LLC		135 E MAPLE RD	BIRMINGHAM MI	48009	6301
165	08-19-25-456-017	MAPLEWOOD EQUITIES LLC		124 W ALLEGAN ST STE 2100	LANSING MI	48933	1768
166	08-19-25-456-018	3 WEST MAPLE LLC		203 E MAPLE RD	BIRMINGHAM MI	48009	6324
167	08-19-25-456-018	3 WEST MAPLE LLC		23500 SHERWOOD AVE	WARREN MI	48091	5363
168	08-19-25-456-019	RABBIT HOLDINGS LLC		225 E MAPLE RD	BIRMINGHAM MI	48009	6324
169	08-19-25-456-019	RABBIT HOLDINGS LLC		126 BRATTLE ST	CAMBRIDGE MA	02138	3424
170	08-19-25-456-023	SALONIKA PARTNERS LLC		323 E MAPLE RD	BIRMINGHAM MI	48009	6325
171	08-19-25-456-023	SALONIKA PARTNERS LLC		1711 WOODSBORO DR	ROYAL OAK MI	48067	1077
172	08-19-25-456-024	LPI-335 E MAPLE LLC		335 E MAPLE RD	BIRMINGHAM MI	48009	6325
173	08-19-25-456-024	LPI-335 E MAPLE LLC		159 PIERCE ST	BIRMINGHAM MI	48009	6036
174	08-19-25-456-027	361 E MAPLE LLC		361 E MAPLE RD	BIRMINGHAM MI	48009	6325
175	08-19-25-456-027	361 E MAPLE LLC		335 E MAPLE RD	BIRMINGHAM MI	48009	6325
176	08-19-25-456-029	DENNIS A PAZZI	DOROTHY K PAZZI	395 E MAPLE RD	BIRMINGHAM MI	48009	6325
177	08-19-25-456-029	DENNIS A PAZZI	DOROTHY K PAZZI	580 SUFFIELD AVE	BIRMINGHAM MI	48009	1241
178	08-19-25-456-035	TRI-POWER PROPERTIES LLC		261 E MAPLE RD	BIRMINGHAM MI	48009	6324
179	08-19-25-456-035	TRI-POWER PROPERTIES LLC		1711 WOODSBORO DR	ROYAL OAK MI	48067	1077
180	08-19-25-456-037	SELECT COMMERCIAL ASSETS HOS		35001 WOODWARD AVE	BIRMINGHAM MI	48009	0933
181	08-19-25-456-037	SELECT COMMERCIAL ASSETS HOS		8469 WARWICK GROVES CT	GRAND BLANC MI	48439	7426
182	08-19-25-456-039	MAPLEWOOD EQUITIES LLC		100 N OLD WOODWARD AVE	BIRMINGHAM MI	48009	3371
183	08-19-25-456-039	MAPLEWOOD EQUITIES LLC		124 W ALLEGAN ST STE 2100	LANSING MI	48933	1768
184	08-19-25-456-041	HAMILTON ROW HOLDINGS LLC		300 HAMILTON ROW	BIRMINGHAM MI	48009	3459
185	08-19-25-456-041	HAMILTON ROW HOLDINGS LLC		25001 RIVER DR	FRANKLIN MI	48025	1172
186	08-19-25-456-047	400 HAMILTON ROW LLC		400 HAMILTON ROW STE 300	BIRMINGHAM MI	48009	3438
187	08-19-25-456-047	400 HAMILTON ROW LLC		400 HAMILTON ROW STE 300	BIRMINGHAM MI	48009	3438
188	08-19-25-456-048	400 HAMILTON ROW LLC		400 HAMILTON ROW STE 200	BIRMINGHAM MI	48009	3438
189	08-19-25-456-048	400 HAMILTON ROW LLC		400 HAMILTON ROW STE 300	BIRMINGHAM MI	48009	3438
190	08-19-25-456-049	400 HAMILTON ROW LLC		400 HAMILTON ROW STE 100	BIRMINGHAM MI	48009	3438
191	08-19-25-456-049	400 HAMILTON ROW LLC		400 HAMILTON ROW STE 300	BIRMINGHAM MI	48009	3438
192	08-19-25-456-051	MELVIN M KAFTAN	GERALDINE M KAFTAN	369 E MAPLE RD # 2	BIRMINGHAM MI	48009	6325
193	08-19-25-456-051	MELVIN M KAFTAN	GERALDINE M KAFTAN	29100 NORTHWESTERN HWY STE 260	SOUTHFIELD MI	48034	1022
194	08-19-25-456-052	400 HAMILTON ROW LLC		812 S MAIN ST STE 200	ROYAL OAK MI	48067	3280
195	08-19-25-460-019	BIRMINGHAM HOSPITALITY PROP LL		35270 WOODWARD AVE	BIRMINGHAM MI	48009	0935
196	08-19-25-460-019	BIRMINGHAM HOSPITALITY PROP LL		2954 INTERLAKEN ST	WEST BLOOMING MI	48323	1817
197	08-19-25-483-019	WDW BIRMINGHAM PROPERTY LLC		35106 WOODWARD AVE	BIRMINGHAM MI	48009	0934
198	08-19-25-483-019	WDW BIRMINGHAM PROPERTY LLC		553 W FRANK ST	BIRMINGHAM MI	48009	1415
199	08-19-25-483-026	FLAGSTAR BANK FSB		35238 WOODWARD AVE	BIRMINGHAM MI	48009	0935
200	08-19-25-483-026	FLAGSTAR BANK FSB		MSC T-100-BRET 5151 CORPORATE DR	TROY MI	48098	2639
201	08-19-25-483-031	WATER TOWER PROP OF BHAM MI		35046 WOODWARD AVE	BIRMINGHAM MI	48009	0932
202	08-19-25-483-031	WATER TOWER PROP OF BHAM MI		4518 S SHORE ST	WATERFORD MI	48328	1162
203	08-19-25-483-032	TOPVALCO INC	THE KROGER CO OF MIC	725 E MAPLE RD	BIRMINGHAM MI	48009	6355
204	08-19-25-483-032	TOPVALCO INC	THE KROGER CO OF MIC	1014 VINE ST	CINCINNATI OH	45202	1141
205	08-19-25-483-033	JOSEPH FOODS LTD	MARY JO JOSEPH	35032 WOODWARD AVE	BIRMINGHAM MI	48009	0932
206	08-19-25-483-033	JOSEPH FOODS LTD	MARY JO JOSEPH	623 WINDSOR RUN	BLOOMFIELD MI	48304	1413
207	08-19-25-483-034	FORSTER FLORIST	LAIDLAW FLORIST	35028 WOODWARD AVE	BIRMINGHAM MI	48009	0932
208	08-19-25-486-013	MAPLE AND WOODWARD VENTURE		887 E MAPLE RD	BIRMINGHAM MI	48009	6401
209	08-19-25-486-013	MAPLE AND WOODWARD VENTURE		7091 ORCHARD LAKE RD STE 260	WEST BLOOMING MI	48322	3651
210	08-19-25-486-014	GEORGE MAPLE LLC		915 E MAPLE RD	BIRMINGHAM MI	48009	6410
211	08-19-25-486-017	OSOS TONTOS LLC		111 N MAIN ST	ANN ARBOR MI	48104	1411
212	08-19-25-486-018	805 EAST MAPLE LLC		805 E MAPLE RD	BIRMINGHAM MI	48009	6440
213	08-19-25-486-018	805 EAST MAPLE LLC		112 PEABODY ST	BIRMINGHAM MI	48009	6329
214	08-19-25-486-019	GEORGE QUARTERS LLC		925 E MAPLE RD	BIRMINGHAM MI	48009	6404
215	08-19-25-486-019	GEORGE QUARTERS LLC		915 E MAPLE RD	BIRMINGHAM MI	48009	6410
216	08-19-25-487-007	OS OS TONTOS LLC	ATTN PAULA	1025 E MAPLE RD	BIRMINGHAM MI	48009	6426
217	08-19-25-487-007	OS OS TONTOS LLC	ATTN PAULA	111 N MAIN ST	ANN ARBOR MI	48104	1411
218	08-19-25-487-008	1083 EAST MAPLE LLC		1083 E MAPLE RD	BIRMINGHAM MI	48009	6424
219	08-19-25-487-008	1083 EAST MAPLE LLC		2263 NORTON RD	ROCHESTER MI	48307	3767
220	08-19-25-487-009	MAPLE GAS PROPERTY LLC		1065 E MAPLE RD	BIRMINGHAM MI	48009	6424
221	08-19-36-126-017	BRODIE REALTY LLC		101 SOUTHFIELD RD	BIRMINGHAM MI	48009	1601
222	08-19-36-126-017	BRODIE REALTY LLC		23500 SHERWOOD AVE	WARREN MI	48091	5363
223	08-19-36-127-004	320 INVESTMENTS LLC		320 MARTIN ST STE 100	BIRMINGHAM MI	48009	1485
224	08-19-36-127-004	320 INVESTMENTS LLC		320 MARTIN ST STE 100	BIRMINGHAM MI	48009	1485
225	08-19-36-128-001	MAPLE BATES LLC		299 W MAPLE RD	BIRMINGHAM MI	48009	3337
226	08-19-36-128-001	MAPLE BATES LLC		124 W ALLEGAN ST STE 2100	LANSING MI	48933	1768
227	08-19-36-128-002	PINESTONE PROPERTIES LLC	E & EJ DASKAS	271 W MAPLE RD	BIRMINGHAM MI	48009	3304
228	08-19-36-128-003	PATRICIA FLEMING		247 W MAPLE RD	BIRMINGHAM MI	48009	3337
229	08-19-36-128-003	PATRICIA FLEMING		1 TOWNE SQ STE 1200	SOUTHFIELD MI	48076	3708
230	08-19-36-128-004	MUFFREY LLC		211 W MAPLE RD	BIRMINGHAM MI	48009	3337
231	08-19-36-128-004	MUFFREY LLC		185 NW SPANISH RIVER BLVD STE 100	BOCA RATON FL	33431	4230
232	08-19-36-128-006	BATES GROUP LLC		151 S BATES ST	BIRMINGHAM MI	48009	3362
233	08-19-36-128-006	BATES GROUP LLC		PO BOX 2230	SOUTHFIELD MI	48037	2230
234	08-19-36-128-008	MUFFREY LLC	KIM PROPERTIES	185 NW SPANISH RIVER BLVD STE 100	BOCA RATON FL	33431	4230
235	08-19-36-128-021	CRISTBROOK REAL ESTATE HOLDIN		260 MARTIN ST	BIRMINGHAM MI	48009	3334
236	08-19-36-128-022	CRISTBROOK REAL ESTATE HOLDIN		242 MARTIN ST	BIRMINGHAM MI	48009	3334
237	08-19-36-128-022	CRISTBROOK REAL ESTATE HOLDIN		260 MARTIN ST	BIRMINGHAM MI	48009	3382
238	08-19-36-128-024	SHAIN PARK ASSOCIATES LLC		201 W BIG BEAVER RD STE 1420	TROY MI	48084	4120
239	08-19-36-129-001	FREUND INVESTMENT II LLC		193 W MAPLE RD	BIRMINGHAM MI	48009	3323
240	08-19-36-129-001	FREUND INVESTMENT II LLC		3985 TORREY HILL LN	SAN DIEGO CA	92130	1212
241	08-19-36-129-002	SHARER WEST MAPLE PROPERTIES	RICHARD SHARER	175 W MAPLE RD	BIRMINGHAM MI	48009	3323
242	08-19-36-129-002	SHARER WEST MAPLE PROPERTIES	RICHARD SHARER	1431 W LINCOLN ST	BIRMINGHAM MI	48009	1847

243	08-19-36-129-003	FREUND INVESTMENT LLC		157 W MAPLE RD	BIRMINGHAM MI	48009	3323
244	08-19-36-129-003	FREUND INVESTMENT LLC		3985 TORREY HILL LN	SAN DIEGO CA	92130	1212
245	08-19-36-129-004	MONDIAL PROPERTIES II LLC		137 W MAPLE RD	BIRMINGHAM MI	48009	3323
246	08-19-36-129-004	MONDIAL PROPERTIES II LLC		26711 NORTHWESTERN HWY STE 125	SOUTHFIELD MI	48033	2170
247	08-19-36-129-005	GEORGE V CARTSOS REVOC TRUST		102 PIERCE ST	BIRMINGHAM MI	48009	6030
248	08-19-36-129-005	GEORGE V CARTSOS REVOC TRUST		29355 NORTHWESTERN HWY # 301	SOUTHFIELD MI	48034	1045
249	08-19-36-129-006	VINSETTA PROPERTIES LLC		148 PIERCE ST	BIRMINGHAM MI	48009	
250	08-19-36-129-006	VINSETTA PROPERTIES LLC		420 HARMON ST	BIRMINGHAM MI	48009	3878
251	08-19-36-129-010	AMERITECH	LAW DEPT - TAXES	155 HENRIETTA ST	BIRMINGHAM MI	48009	3367
252	08-19-36-129-010	AMERITECH	LAW DEPT - TAXES	221 N WASHINGTON SQ # R-301	LANSING MI	48933	1301
253	08-19-36-129-016	PIERCE MARTIN LLC		180 PIERCE ST STE 5	BIRMINGHAM MI	48009	6006
254	08-19-36-129-016	PIERCE MARTIN LLC		32605 W 12 MILE RD STE 290	FARMINGTON MI	48334	3339
255	08-19-36-129-017	PIERCE MARTIN LLC		180 PIERCE ST	BIRMINGHAM MI	48009	6006
256	08-19-36-129-017	PIERCE MARTIN LLC		32605 W 12 MILE RD STE 290	FARMINGTON MI	48334	3339
257	08-19-36-129-018	PIERCE MARTIN LLC		32605 W 12 MILE RD STE 290	FARMINGTON MI	48334	3339
258	08-19-36-134-001	MERRILL HENRIETTA ASSOCIATES		189 W MERRILL ST	BIRMINGHAM MI	48009	
259	08-19-36-134-001	MERRILL HENRIETTA ASSOCIATES		26711 NORTHWESTERN HWY STE 125	SOUTHFIELD MI	48033	2170
260	08-19-36-134-006	THC INVESTORS LP	DAVID SILLMAN VP	100 TOWNSEND ST	BIRMINGHAM MI	48009	6068
261	08-19-36-134-006	THC INVESTORS LP	DAVID SILLMAN VP	21 E LONG LAKE RD STE 110	BLOOMFIELD MI	48304	2354
262	08-19-36-138-001	TOWNSEND BUILDING MGMT CO		191 TOWNSEND ST	BIRMINGHAM MI	48009	6001
263	08-19-36-138-001	TOWNSEND BUILDING MGMT CO		PO BOX 668	TROY MI	48099	0668
264	08-19-36-138-002	EPM INVESTMENTS LLC	COLLEEN M STEVENS	161 TOWNSEND ST	BIRMINGHAM MI	48009	6001
265	08-19-36-138-002	EPM INVESTMENTS LLC	COLLEEN M STEVENS	3830 GROVELAND RD	ORTONVILLE MI	48462	9048
266	08-19-36-138-003	TOWNSEND BLOCK LLC		101 TOWNSEND ST	BIRMINGHAM MI	48009	6001
267	08-19-36-138-003	TOWNSEND BLOCK LLC		888 W BIG BEAVER RD STE 300	TROY MI	48084	4723
268	08-19-36-138-007	480 PIERCE LLC		480 PIERCE ST STE 200	BIRMINGHAM MI	48009	6059
269	08-19-36-138-007	480 PIERCE LLC		260 E BROWN ST STE 300	BIRMINGHAM MI	48009	6232
270	08-19-36-179-003	NYMAN & BROWN STREET LLC		123 W BROWN ST	BIRMINGHAM MI	48009	6018
271	08-19-36-179-003	NYMAN & BROWN STREET LLC		115 W BROWN ST	BIRMINGHAM MI	48009	6018
272	08-19-36-179-004	NYMAN & BROWN STREET LLC		115 W BROWN ST	BIRMINGHAM MI	48009	6018
273	08-19-36-179-025	NYMAN & BROWN STREET LLC		195 W BROWN ST	BIRMINGHAM MI	48009	6018
274	08-19-36-179-025	NYMAN & BROWN STREET LLC		115 W BROWN ST	BIRMINGHAM MI	48009	6018
275	08-19-36-201-001	PIERCE BIRMINGHAM PLACE LLC		135 PIERCE ST	BIRMINGHAM MI	48009	6031
276	08-19-36-201-001	PIERCE BIRMINGHAM PLACE LLC		159 PIERCE ST	BIRMINGHAM MI	48009	6036
277	08-19-36-201-005	FULLER CENTRAL PARK PROP LLC		235 PIERCE ST	BIRMINGHAM MI	48009	6044
278	08-19-36-201-005	FULLER CENTRAL PARK PROP LLC		112 PEABODY ST	BIRMINGHAM MI	48009	6329
279	08-19-36-201-006	FULLER CENTRAL PARK PROP LLC		237 PIERCE ST	BIRMINGHAM MI	48009	6044
280	08-19-36-201-006	FULLER CENTRAL PARK PROP LLC		112 PEABODY ST	BIRMINGHAM MI	48009	6329
281	08-19-36-201-009	GLADYS DUFFY PEW GST EX TRUST		263 PIERCE ST	BIRMINGHAM MI	48009	6044
282	08-19-36-201-009	GLADYS DUFFY PEW GST EX TRUST		16205 W 14 MILE RD STE 100	BEVERLY HILL MI	48025	3324
283	08-19-36-201-011	WOODWARD DEVELOPMENT COMP/		100 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6101
284	08-19-36-201-011	WOODWARD DEVELOPMENT COMP/		320 MARTIN ST STE 100	BIRMINGHAM MI	48009	1486
285	08-19-36-201-012	WOODWARD INVESTMENTS	MARVIN H BARTZ TRUST	106 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6101
286	08-19-36-201-012	WOODWARD INVESTMENTS	MARVIN H BARTZ TRUST	509 SUMMERFIELD WAY	VENICE FL	34292	3186
287	08-19-36-201-013	THE GWYNN BUILDING LLC		114 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6107
288	08-19-36-201-013	THE GWYNN BUILDING LLC		3835 MILLER WAY S	BLOOMFIELD MI	48301	1942
289	08-19-36-201-014	BIRMINGHAM PARK PLACE LLC		124 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6119
290	08-19-36-201-014	BIRMINGHAM PARK PLACE LLC		124 A S OLD WOODWARD AVE STE A	BIRMINGHAM MI	48009	6119
291	08-19-36-201-015	138 S OLD WOODWARD LLC		138 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6101
292	08-19-36-201-015	138 S OLD WOODWARD LLC		126 BRATTLE ST	CAMBRIDGE MA	02138	3424
293	08-19-36-201-018	MERRILLWOOD INVESTMENT LLC	MERRILLWOOD COLLEC	158 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6101
294	08-19-36-201-018	MERRILLWOOD INVESTMENT LLC	MERRILLWOOD COLLEC	251 E MERRILL ST STE 212	BIRMINGHAM MI	48009	6150
295	08-19-36-201-019	MERRILLWOOD INVESTMENT LLC	MERRILLWOOD COLLEC	251 E MERRILL ST	BIRMINGHAM MI	48009	6121
296	08-19-36-201-019	MERRILLWOOD INVESTMENT LLC	MERRILLWOOD COLLEC	251 E MERRILL ST STE 212	BIRMINGHAM MI	48009	6150
297	08-19-36-201-020	50935 VAN DYKE LLC		165 PIERCE ST	BIRMINGHAM MI	48009	
298	08-19-36-201-020	50935 VAN DYKE LLC		700 N OLD WOODWARD AVE STE 300	BIRMINGHAM MI	48009	1338
299	08-19-36-201-021	NEW MERRILLWOOD INVESTMENT L		154 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6104
300	08-19-36-201-021	NEW MERRILLWOOD INVESTMENT L		251 E MERRILL ST STE 212	BIRMINGHAM MI	48009	6150
301	08-19-36-201-022	FULLER CENTRAL PARK PROPERTIE		247 PIERCE ST	BIRMINGHAM MI	48009	6044
302	08-19-36-201-022	FULLER CENTRAL PARK PROPERTIE		112 PEABODY ST	BIRMINGHAM MI	48009	6329
303	08-19-36-201-023	277 DEVELOPMENT ASSOCIATES LL		277 PIERCE ST	BIRMINGHAM MI	48009	6044
304	08-19-36-201-023	277 DEVELOPMENT ASSOCIATES LL		39400 WOODWARD AVE STE 250	BLOOMFIELD MI	48304	5155
305	08-19-36-201-024	277 DEVELOPMENT ASSOCIATES LL		111 E MERRILL ST STE 200	BIRMINGHAM MI	48009	
306	08-19-36-201-024	277 DEVELOPMENT ASSOCIATES LL		39400 WOODWARD AVE STE 250	BLOOMFIELD MI	48304	5155
307	08-19-36-201-026	277 DEVELOPMENT ASSOCIATES LL		277 PIERCE ST BLDG MAIN	BIRMINGHAM MI	48009	
308	08-19-36-201-026	277 DEVELOPMENT ASSOCIATES LL		39400 WOODWARD AVE STE 250	BLOOMFIELD MI	48304	5155
309	08-19-36-202-008	BROWN STREET HOLDING COMPAN		185 OAKLAND AVE STE 150	BIRMINGHAM MI	48009	3430
310	08-19-36-202-015	ESSCO OF BIRMINGHAM LLC		200 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6163
311	08-19-36-202-015	ESSCO OF BIRMINGHAM LLC		210 S OLD WOODWARD AVE STE 230	BIRMINGHAM MI	48009	6169
312	08-19-36-202-017	220 PARK PLACE LLC		220 E MERRILL ST	BIRMINGHAM MI	48009	6106
313	08-19-36-202-017	220 PARK PLACE LLC		124 A S OLD WOODWARD AVE STE A	BIRMINGHAM MI	48009	6119
314	08-19-36-202-018	BROWN STREET HOLDING COMPAN		255 E BROWN ST	BIRMINGHAM MI	48009	6206
315	08-19-36-202-018	BROWN STREET HOLDING COMPAN		185 OAKLAND AVE STE 150	BIRMINGHAM MI	48009	3430
316	08-19-36-202-019	WOODWARD BROWN VENTURES LL		298 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6163
317	08-19-36-202-019	WOODWARD BROWN VENTURES LL		325 S OLD WOODWARD AVE STE 2	BIRMINGHAM MI	48009	6255
318	08-19-36-203-011	PURDY STREET PARTNERS LLC		178 E BROWN ST	BIRMINGHAM MI	48009	6201
319	08-19-36-203-011	PURDY STREET PARTNERS LLC		180 E BROWN ST	BIRMINGHAM MI	48009	6237
320	08-19-36-203-024	CHALEX LLC		122 E BROWN ST	BIRMINGHAM MI	48009	6200
321	08-19-36-203-024	CHALEX LLC		PO BOX 2137	BIRMINGHAM MI	48012	2137
322	08-19-36-204-001	SMS & ASSOCIATES LLC		200 E BROWN ST	BIRMINGHAM MI	48009	6213
323	08-19-36-204-001	SMS & ASSOCIATES LLC		180 HIGH OAK RD	BLOOMFIELD MI	48304	2903

324	08-19-36-204-007	EDWARD F ANDREWS JR	567 PURDY ST	BIRMINGHAM MI	48009	1736
325	08-19-36-204-008	EDWARD F ANDREWS JR	567 PURDY ST	BIRMINGHAM MI	48009	1736
326	08-19-36-204-016	DTE ELECTRIC COMPANY	250 E BROWN ST	BIRMINGHAM MI	48009	
327	08-19-36-204-016	DTE ELECTRIC COMPANY	PO BOX 33017	DETROIT MI	48232	5017
328	08-19-36-204-025	260 BROWN STREET ASSC LLC	260 E BROWN ST	BIRMINGHAM MI	48009	6229
329	08-19-36-204-025	260 BROWN STREET ASSC LLC	3663 WOODWARD AVE STE 550	DETROIT MI	48201	2498
330	08-19-36-204-026	TROTT PROPERTIES 294 LLC	294 E BROWN ST	BIRMINGHAM MI	48009	
331	08-19-36-204-026	TROTT PROPERTIES 294 LLC	266 ELM ST STE 100	BIRMINGHAM MI	48009	6337
332	08-19-36-204-027	WOODWARD DEVELOPMENT LLC	300 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	
333	08-19-36-204-027	WOODWARD DEVELOPMENT LLC	15 KOCH RD	CORTE MADEIRA	94925	1240
334	08-19-36-205-003	BERNARD J QUICK	MARY ANN JENNINGS Q1629 PURDY ST	BIRMINGHAM MI	48009	1738
335	08-19-36-205-003	BERNARD J QUICK	MARY ANN JENNINGS Q1629 PURDY ST	BIRMINGHAM MI	48009	1738
336	08-19-36-205-021	DENNIS J WOLF	KATHERINE M WOLF 625 SOUTHFIELD RD	BIRMINGHAM MI	48009	3737
337	08-19-36-205-026	FLORENCE SHARE	442 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6610
338	08-19-36-205-026	FLORENCE SHARE	333 W FORT ST FL 12TH	DETROIT MI	48226	3154
339	08-19-36-205-037	PURDY STREET INVESTMENTS LLC	625 PURDY ST	BIRMINGHAM MI	48009	1738
340	08-19-36-205-037	PURDY STREET INVESTMENTS LLC	320 MARTIN ST STE 100	BIRMINGHAM MI	48009	1486
341	08-19-36-205-038	M J DUL LLC	212 DAINES ST	BIRMINGHAM MI	48009	6241
342	08-19-36-205-038	M J DUL LLC	212 DAINES ST	BIRMINGHAM MI	48009	6241
343	08-19-36-205-039	240 LLC	240 DAINES ST	BIRMINGHAM MI	48009	6241
344	08-19-36-205-039	240 LLC	240 DAINES ST	BIRMINGHAM MI	48009	6241
345	08-19-36-205-040	DAINES STREET ASSOCIATES	280 DAINES ST	BIRMINGHAM MI	48009	6243
346	08-19-36-205-040	DAINES STREET ASSOCIATES	280 DAINES ST STE 300	BIRMINGHAM MI	48009	6246
347	08-19-36-205-041	GALYN ASSOCIATES LTD PTNSHP	444 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6610
348	08-19-36-205-041	GALYN ASSOCIATES LTD PTNSHP	1435 N GLENGARRY RD	BLOOMFIELD MI	48301	2239
349	08-19-36-205-043	NBNS LLC	400 S OLD WOODWARD AVE STE 100	BIRMINGHAM MI	48009	6610
350	08-19-36-205-043	NBNS LLC	180 HIGH OAK RD	BLOOMFIELD MI	48304	2903
351	08-19-36-206-001	FULLER CENTRAL PARK PROPTS	111 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6117
352	08-19-36-206-001	FULLER CENTRAL PARK PROPTS	112 PEABODY ST	BIRMINGHAM MI	48009	6329
353	08-19-36-206-002	FULLER CENTRAL PARK PROPTS	300 E MAPLE RD	BIRMINGHAM MI	48009	6308
354	08-19-36-206-002	FULLER CENTRAL PARK PROPTS	112 PEABODY ST	BIRMINGHAM MI	48009	6329
355	08-19-36-206-005	FULLER CENTRAL PARK PROPTIE	177 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6102
356	08-19-36-206-005	FULLER CENTRAL PARK PROPTIE	112 PEABODY ST	BIRMINGHAM MI	48009	6329
357	08-19-36-206-006	FULLER CENTRAL PARK PROPTIE	181 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6102
358	08-19-36-206-006	FULLER CENTRAL PARK PROPTIE	112 PEABODY ST	BIRMINGHAM MI	48009	6329
359	08-19-36-206-007	FULLER CENTRAL PARK PROPTIE	211 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6165
360	08-19-36-206-007	FULLER CENTRAL PARK PROPTIE	112 PEABODY ST	BIRMINGHAM MI	48009	6329
361	08-19-36-206-008	FULLER CENTRAL PARK PROPTIE	217 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6165
362	08-19-36-206-008	FULLER CENTRAL PARK PROPTIE	112 PEABODY ST	BIRMINGHAM MI	48009	6329
363	08-19-36-206-015	FULLER CENTRAL PARK PROPTIE	136 PEABODY ST	BIRMINGHAM MI	48009	6329
364	08-19-36-206-015	FULLER CENTRAL PARK PROPTIE	112 PEABODY ST	BIRMINGHAM MI	48009	6329
365	08-19-36-206-016	FULLER CENTRAL PARK PROPTIE	112 PEABODY ST	BIRMINGHAM MI	48009	6329
366	08-19-36-206-018	FULLER CENTRAL PARK PROPTIE	378 E MAPLE RD	BIRMINGHAM MI	48009	6313
367	08-19-36-206-018	FULLER CENTRAL PARK PROPTIE	112 PEABODY ST	BIRMINGHAM MI	48009	6329
368	08-19-36-206-020	FULLER CENTRAL PARK PROPERTY	370 E MAPLE RD	BIRMINGHAM MI	48009	6303
369	08-19-36-206-020	FULLER CENTRAL PARK PROPERTY	112 PEABODY ST	BIRMINGHAM MI	48009	6329
370	08-19-36-206-021	PARK PLAZA OF BIRMINGHAM LLC	255 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6182
371	08-19-36-206-021	PARK PLAZA OF BIRMINGHAM LLC	210 S OLD WOODWARD AVE STE 230	BIRMINGHAM MI	48009	6169
372	08-19-36-207-001	CATALYST DEVELOPMENT CO & LLC	34977 WOODWARD AVE	BIRMINGHAM MI	48009	0931
373	08-19-36-207-001	CATALYST DEVELOPMENT CO & LLC	100 W MICHIGAN AVE STE 300	KALAMAZOO MI	49007	3987
374	08-19-36-207-010	WOODWARD BROWN ASSOCIATES,	34901 WOODWARD AVE	BIRMINGHAM MI	48009	0923
375	08-19-36-207-010	WOODWARD BROWN ASSOCIATES,	32820 WOODWARD AVE STE 200	ROYAL OAK MI	48073	0977
376	08-19-36-207-013	PEABODY OWNER LLC	34965 WOODWARD AVE	BIRMINGHAM MI	48009	0931
377	08-19-36-207-013	PEABODY OWNER LLC	27777 FRANKLIN RD STE 200	SOUTHFIELD MI	48034	8205
378	08-19-36-207-016	WOODWARD BROWN ASSOCIATES,	32820 WOODWARD AVE STE 200	ROYAL OAK MI	48073	0977
379	08-19-36-208-004	BMW KAR WASH LLC	34745 WOODWARD AVE	BIRMINGHAM MI	48009	0927
380	08-19-36-208-004	BMW KAR WASH LLC	28845 TELEGRAPH RD	SOUTHFIELD MI	48034	1949
381	08-19-36-208-015	325 S OLD WOODWARD LLC	325 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6202
382	08-19-36-208-015	325 S OLD WOODWARD LLC	330 HAMILTON ROW STE 300	BIRMINGHAM MI	48009	3485
383	08-19-36-208-016	FULLER CENTRAL PARK PRPRTS	355 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6224
384	08-19-36-208-016	FULLER CENTRAL PARK PRPRTS	112 PEABODY ST	BIRMINGHAM MI	48009	6329
385	08-19-36-208-017	BIRMINGHAM PLACE ASSOCIATES L	401 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6611
386	08-19-36-208-017	BIRMINGHAM PLACE ASSOCIATES L	1221 BOWERS ST UNIT 1869	BIRMINGHAM MI	48012	7074
387	08-19-36-208-207	BIRMINGHAM TOWER PARTNERS LL	251 E MERRILL ST STE 205	BIRMINGHAM MI	48009	6150
388	08-19-36-210-001	THE NEW 555 COMMERCIAL LLC	555 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6658
389	08-19-36-210-002	THE NEW 555 RESIDENTIAL LLC	555 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6658
390	08-19-36-210-003	ASSOCIATES OF 555 LTD PARTNERS	555 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6658
391	08-19-36-210-004	ASSOCIATES OF 555 LLC	555 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6658
392	08-19-36-210-005	MANORWOOD PROPERTIES LLC	555 S OLD WOODWARD AVE STE 100	BIRMINGHAM MI	48009	6658
393	08-19-36-210-005	MANORWOOD PROPERTIES LLC	555 S OLD WOODWARD AVE STE 705	BIRMINGHAM MI	48009	6618
394	08-19-36-211-012	BARBAT CAPITAL LLC	7499 MIDDLEBELT RD	WEST BLOOMING	48322	4136
395	08-19-36-211-013	BARBAT CAPITAL LLC	7499 MIDDLEBELT RD	WEST BLOOMING	48322	4136
396	08-19-36-226-002	MARYKO HOSPITALITY LLC	34952 WOODWARD AVE	BIRMINGHAM MI	48009	0930
397	08-19-36-226-002	MARYKO HOSPITALITY LLC	29200 NORTHWESTERN HWY STE 450	SOUTHFIELD MI	48034	1013
398	08-19-36-226-003	MARYKO HOSPITALITY LLC	690 E MAPLE RD STE 100	BIRMINGHAM MI	48009	6302
399	08-19-36-226-003	MARYKO HOSPITALITY LLC	29200 NORTHWESTERN HWY STE 450	SOUTHFIELD MI	48034	1013
400	08-19-36-226-007	LTW HOLDINGS LLC	746 E MAPLE RD	BIRMINGHAM MI	48009	6334
401	08-19-36-226-007	LTW HOLDINGS LLC	5203 BARRINGTON DR	ROCHESTER MI	48306	4901
402	08-19-36-226-009	STAHELIN STREET INVESTMENT	772 E MAPLE RD	BIRMINGHAM MI	48009	6334
403	08-19-36-226-009	STAHELIN STREET INVESTMENT	772 E MAPLE RD	BIRMINGHAM MI	48009	6334
404	08-19-36-226-012	ALFRED M KREINDLER JNT REVOC TSHARRON L KREINDLER	200 ELM ST	BIRMINGHAM MI	48009	6323

405	08-19-36-226-012	ALFRED M KREINDLER JNT REVOC TSHARRON L KREINDLER	7410 WOODMONT CT	BOCA RATON FL	33434	3211
406	08-19-36-226-013	ELM STREET OFFICE LLC	266 ELM ST	BIRMINGHAM MI	48009	6337
407	08-19-36-226-013	ELM STREET OFFICE LLC	266 ELM ST STE 100	BIRMINGHAM MI	48009	6337
408	08-19-36-226-020	J C & C ENTERPRISES	700 E MAPLE RD	BIRMINGHAM MI	48009	6357
409	08-19-36-226-020	J C & C ENTERPRISES	700 E MAPLE RD FL 2	BIRMINGHAM MI	48009	6357
410	08-19-36-226-021	LTW HOLDINGS LLC	160 ELM ST	BIRMINGHAM MI	48009	6368
411	08-19-36-226-021	LTW HOLDINGS LLC	5203 BARRINGTON DR	ROCHESTER MI	48306	4901
412	08-19-36-226-022	AUTOMOBILE CLUB OF MICHIGAN ATTN: ASSET CONTROL	34802 WOODWARD AVE	BIRMINGHAM MI	48009	0928
413	08-19-36-226-022	AUTOMOBILE CLUB OF MICHIGAN ATTN: ASSET CONTROL	1 AUTO CLUB DR	DEARBORN MI	48126	4229
414	08-19-36-227-002	ELMWOOD PROPERTIES I LLC	920 E MAPLE RD	BIRMINGHAM MI	48009	6403
415	08-19-36-227-002	ELMWOOD PROPERTIES I LLC	PO BOX 414	TROY MI	48099	0414
416	08-19-36-227-003	BUDGET RENT A CAR SYSTEM INC	1000 E MAPLE RD	BIRMINGHAM MI	48009	6423
417	08-19-36-227-003	BUDGET RENT A CAR SYSTEM INC	2211 YORK RD STE 222	OAK BROOK IL	60523	4024
418	08-19-36-227-005	FAIRMOUNT LAND LLC	1088 E MAPLE RD	BIRMINGHAM MI	48009	6423
419	08-19-36-227-005	FAIRMOUNT LAND LLC	24001 TELEGRAPH RD	SOUTHFIELD MI	48033	3031
420	08-19-36-227-006	ANTHONY PROPERTIES & INVESTME	295 ELM ST	BIRMINGHAM MI	48009	6344
421	08-19-36-227-006	ANTHONY PROPERTIES & INVESTME	2707 TURTLE LAKE DR	BLOOMFIELD MI	48302	0767
422	08-19-36-227-007	DJV HOLDINGS LLC	837 FOREST AVE	BIRMINGHAM MI	48009	6452
423	08-19-36-227-007	DJV HOLDINGS LLC	837 FOREST AVE	BIRMINGHAM MI	48009	6452
424	08-19-36-227-008	855 FOREST AVE LLC	855 FOREST AVE	BIRMINGHAM MI	48009	6405
425	08-19-36-227-008	855 FOREST AVE LLC	470 N OLD WOODWARD AVE STE 250	BIRMINGHAM MI	48009	5328
426	08-19-36-227-024	THE HUNTINGTON NATIONAL BANK	1040 E MAPLE RD	BIRMINGHAM MI	48009	6415
427	08-19-36-227-024	THE HUNTINGTON NATIONAL BANK	PO BOX 182334	COLUMBUS OH	43218	2334
428	08-19-36-227-025	DARADO GROUP LLC	246 S ADAMS RD	BIRMINGHAM MI	48009	6477
429	08-19-36-227-025	DARADO GROUP LLC	1304 LAKE PARK DR	BIRMINGHAM MI	48009	1091
430	08-19-36-227-028	MAPLE ELM DEVELOPMENT COMPA	219 ELM ST	BIRMINGHAM MI	48009	6341
431	08-19-36-227-028	MAPLE ELM DEVELOPMENT COMPA	31731 NORTHWESTERN HWY STE 250 W	FARMINGTON MI	48334	1668
432	08-19-36-227-029	MAPLE ELM DEVELOPMENT CO LLC	111 ELM ST	BIRMINGHAM MI	48009	6332
433	08-19-36-227-029	MAPLE ELM DEVELOPMENT CO LLC	31731 NORTHWESTERN HWY STE 250 W	FARMINGTON MI	48334	1668
434	08-19-36-228-001	SPEEDWAY SUPERAMERICA LLC	34750 WOODWARD AVE	BIRMINGHAM MI	48009	0926
435	08-19-36-228-001	SPEEDWAY SUPERAMERICA LLC	539 S MAIN ST	FINDLAY OH	45840	3229
436	08-19-36-228-002	700 FOREST STREET LLC	700 FOREST AVE	BIRMINGHAM MI	48009	6444
437	08-19-36-228-002	700 FOREST STREET LLC	180 E BROWN ST	BIRMINGHAM MI	48009	6237
438	08-19-36-228-005	751 CHESTNUT LLC	751 CHESTNUT ST STE 205	BIRMINGHAM MI	48009	6464
439	08-19-36-228-005	751 CHESTNUT LLC	23500 SHERWOOD AVE	WARREN MI	48091	5363
440	08-19-36-230-003	LAVERY, FRED PORSCHE-AUDI CO	34602 WOODWARD AVE	BIRMINGHAM MI	48009	0924
441	08-19-36-230-003	LAVERY, FRED PORSCHE-AUDI CO	34602 WOODWARD AVE	BIRMINGHAM MI	48009	0924
442	08-19-36-232-001	FRED PORSCHE-AUDI LAVERY	34574 WOODWARD AVE	BIRMINGHAM MI	48009	0921
443	08-19-36-232-001	FRED PORSCHE-AUDI LAVERY	34602 WOODWARD AVE	BIRMINGHAM MI	48009	0924
444	08-19-36-232-005	C LANE MALLY LLC	34500 WOODWARD AVE	BIRMINGHAM MI	48009	0921
445	08-19-36-232-005	C LANE MALLY LLC	1000 CHRYSLER DR	AUBURN HILLS MI	48326	2766
446	08-19-36-233-022	BOWERS PROPERTY LLC	825 BOWERS AVE	BIRMINGHAM MI	48009	6761
447	08-19-36-233-022	BOWERS PROPERTY LLC	251 E MERRILL ST STE 212	BIRMINGHAM MI	48009	6150
448	08-19-36-234-002	735 FOREST STREET LLC	735 FOREST AVE	BIRMINGHAM MI	48009	6429
449	08-19-36-234-002	735 FOREST STREET LLC	2725 NAKOTA RD	ROYAL OAK MI	48073	1817
450	08-19-36-234-004	735 FOREST STREET LLC	735 FOREST AVE STE 100	BIRMINGHAM MI	48009	6429
451	08-19-36-234-004	735 FOREST STREET LLC	2725 NAKOTA RD	ROYAL OAK MI	48073	1817
452	08-19-36-234-006	735 FOREST STREET LLC	2725 NAKOTA RD	ROYAL OAK MI	48073	1817
453	08-19-36-234-007	735 FOREST STREET LLC	735 FOREST AVE STE 101	BIRMINGHAM MI	48009	6429
454	08-19-36-234-007	735 FOREST STREET LLC	2725 NAKOTA RD	ROYAL OAK MI	48073	1817
455	08-19-36-235-012	735 FOREST STREET LLC	735 FOREST AVE	BIRMINGHAM MI	48009	6429
456	08-19-36-235-012	735 FOREST STREET LLC	2725 NAKOTA RD	ROYAL OAK MI	48073	1817
457	08-19-36-236-001	LIZEQUITIES LLC	750 FOREST AVE STE 101	BIRMINGHAM MI	48009	6444
458	08-19-36-236-001	LIZEQUITIES LLC	4274 CAREY LN	BLOOMFIELD MI	48301	1231
459	08-19-36-236-024	FOREST ELM LLC	750 FOREST AVE	BIRMINGHAM MI	48009	6444
460	08-19-36-236-024	FOREST ELM LLC	6905 TELEGRAPH RD STE 200	BLOOMFIELD MI	48301	3187
461	08-19-36-253-025	GRC ASSETS LLC	750 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6600
462	08-19-36-253-025	GRC ASSETS LLC	750 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6600
463	08-19-36-253-026	WOODWARD & GEORGE LLC	772 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6600
464	08-19-36-253-026	WOODWARD & GEORGE LLC	784 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6600
465	08-19-36-253-028	EID PROPERTIES LLC	588 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6655
466	08-19-36-253-029	BITONTI REAL ESTATE LLC	608 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6682
467	08-19-36-253-029	BITONTI REAL ESTATE LLC	709 ANN ST	BIRMINGHAM MI	48009	3619
468	08-19-36-253-030	ICG REAL ESTATE COMPANY LLC	500 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6655
469	08-19-36-253-034	690 S OLD WOODWARD LLC	690 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6681
470	08-19-36-253-034	690 S OLD WOODWARD LLC	112 PEABODY ST	BIRMINGHAM MI	48009	6329
471	08-19-36-253-035	HORMOZ ALIZADEH LLC	670 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6681
472	08-19-36-253-035	HORMOZ ALIZADEH LLC	1416 INWOODS CIR	BLOOMFIELD MI	48302	1307
473	08-19-36-278-012	GLOBAL REAL ESTATE INVESTMENT	808 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6722
474	08-19-36-278-012	GLOBAL REAL ESTATE INVESTMENT	808 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6722
475	08-19-36-278-013	WOODWARD VIEW LLC	820 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6722
476	08-19-36-278-013	WOODWARD VIEW LLC	251 E MERRILL ST FL 2ND	BIRMINGHAM MI	48009	6121
477	08-19-36-278-014	WOODWARD VIEW LLC	832 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6722
478	08-19-36-278-014	WOODWARD VIEW LLC	251 E MERRILL ST FL 2ND	BIRMINGHAM MI	48009	6121
479	08-19-36-278-017	BEIER FAMILY REAL ESTATE	850 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6722
480	08-19-36-278-017	BEIER FAMILY REAL ESTATE	43223 W 12 MILE RD	NOVI MI	48377	3016
481	08-19-36-278-018	PERIMETER PROPERTIES LLC	880 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6730
482	08-19-36-278-018	PERIMETER PROPERTIES LLC	112 PEABODY ST	BIRMINGHAM MI	48009	6329
483	08-19-36-279-004	912 OLD WOODWARD LLC	912 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6721
484	08-19-36-279-004	912 OLD WOODWARD LLC	1360 EDGEWOOD RD	BIRMINGHAM MI	48009	1778
485	08-19-36-279-005	FULLER CENTRAL PARK PROPERTIE	950 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6719

486	08-19-36-279-005	FULLER CENTRAL PARK PROPRTIE		112 PEABODY ST	BIRMINGHAM MI	48009	6329
487	08-19-36-279-008	PERIMETER PROPERTIES LLC	FULLER CENTRAL PARK	1000 S OLD WOODWARD AVE	BIRMINGHAM MI	48009	6723
488	08-19-36-279-008	PERIMETER PROPERTIES LLC	FULLER CENTRAL PARK	112 PEABODY ST	BIRMINGHAM MI	48009	6329
489	08-19-36-280-002	GRAND BOULEVARD LLC		34400 WOODWARD AVE	BIRMINGHAM MI	48009	0978
490	08-19-36-280-002	GRAND BOULEVARD LLC		764 DENISON CT	BLOOMFIELD MI	48302	0300
491	08-19-36-281-003	BIRMINGHAM BOWERS LLC		870 BOWERS AVE	BIRMINGHAM MI	48009	6714
492	08-19-36-281-003	BIRMINGHAM BOWERS LLC		PO BOX 1207	WALLED LAKE MI	48390	5207
493	08-19-36-281-004	BIRMINGHAM BOWERS LLC		874 BOWERS AVE	BIRMINGHAM MI	48009	6745
494	08-19-36-281-004	BIRMINGHAM BOWERS LLC		PO BOX 1207	WALLED LAKE MI	48390	5207
495	08-19-36-281-005	BIRMINGHAM BOWERS LLC		880 BOWERS AVE	BIRMINGHAM MI	48009	6733
496	08-19-36-281-005	BIRMINGHAM BOWERS LLC		PO BOX 1207	WALLED LAKE MI	48390	5207
497	08-19-36-281-017	ROSSO DEVELOPMENT CO		1006 BOWERS AVE	BIRMINGHAM MI	48009	6728
498	08-19-36-281-017	ROSSO DEVELOPMENT CO		2718 A INDUSTRIAL ROW DR STE A	TROY MI	48084	7071
499	08-19-36-281-022	LAVERY MICHIGAN DEALERSHIP PR		34350 WOODWARD AVE	BIRMINGHAM MI	48009	
500	08-19-36-281-022	LAVERY MICHIGAN DEALERSHIP PR		34602 WOODWARD AVE	BIRMINGHAM MI	48009	0924
501	08-19-36-281-028	COMMERCE POINT LLC		611 ELM ST	BIRMINGHAM MI	48009	6768
502	08-19-36-281-028	COMMERCE POINT LLC		PO BOX 1207	WALLED LAKE MI	48390	5207
503	08-19-36-281-029	999 HAYNES ASSOCIATES	M & B DEVELOPMENT	999 HAYNES AVE	BIRMINGHAM MI	48009	6712
504	08-19-36-281-029	999 HAYNES ASSOCIATES	M & B DEVELOPMENT	764 DENISON CT	BLOOMFIELD MI	48302	0300
505	08-19-36-281-030	LAVERY MICHIGAN DEALERSHIP PR		909 HAYNES AVE	BIRMINGHAM MI	48009	6790
506	08-19-36-281-030	LAVERY MICHIGAN DEALERSHIP PR		440 LAKE PARK DR	BIRMINGHAM MI	48009	4604
507	08-19-36-281-031	FULLER CENTRAL PARK PROPRTY		600 S ADAMS RD	BIRMINGHAM MI	48009	6861
508	08-19-36-281-031	FULLER CENTRAL PARK PROPRTY		112 PEABODY ST	BIRMINGHAM MI	48009	6329
509	08-19-36-282-005	PAPA JOE'S BIRMINGHAM LLC		34200 WOODWARD AVE	BIRMINGHAM MI	48009	0922
510	08-19-36-282-005	PAPA JOE'S BIRMINGHAM LLC		34244 WOODWARD AVE	BIRMINGHAM MI	48009	0922
511	08-19-36-282-006	8600 ORLANDO LLC	JFP WOODWARD LLC	34300 WOODWARD AVE	BIRMINGHAM MI	48009	0919
512	08-19-36-282-006	8600 ORLANDO LLC	JFP WOODWARD LLC	PO BOX 1159	DEERFIELD IL	60015	6002
513	08-19-36-282-007	CITY OF BIRMINGHAM		151 MARTIN ST	BIRMINGHAM MI	48009	3368
514	08-19-36-283-009	BIRMINGHAM MD PROPERTIES LLC		800 S ADAMS RD	BIRMINGHAM MI	48009	7005
515	08-19-36-283-009	BIRMINGHAM MD PROPERTIES LLC		1 TOWNE SQ STE 1200	SOUTHFIELD MI	48076	3708
516	08-19-36-283-014	BIRMINGHAM HAYNES LLC		720 S ADAMS RD	BIRMINGHAM MI	48009	6930
517	08-19-36-283-014	BIRMINGHAM HAYNES LLC		PO BOX 1207	WALLED LAKE MI	48390	5207
518	08-19-36-283-016	FHS BIRMINGHAM LLC		770 S ADAMS RD	BIRMINGHAM MI	48009	6946
519	08-19-36-283-016	FHS BIRMINGHAM LLC		3400 E LAFAYETTE ST	DETROIT MI	48207	4962
520	08-19-36-283-019	PARKS INC		884 S ADAMS RD	BIRMINGHAM MI	48009	
521	08-19-36-283-021	CAT LOFT LLC		875 S WORTH ST	BIRMINGHAM MI	48009	6939
522	08-19-36-283-021	CAT LOFT LLC		875 S WORTH ST	BIRMINGHAM MI	48009	6939
523	08-19-36-283-022	PARKS INC		1025 WEBSTER AVE	BIRMINGHAM MI	48009	6932
524	08-19-36-283-022	PARKS INC		894 S ADAMS RD	BIRMINGHAM MI	48009	7014
525	08-19-36-283-024	FHS BIRMINGHAM LLC		1000 HAYNES AVE	BIRMINGHAM MI	48009	6778
526	08-19-36-283-024	FHS BIRMINGHAM LLC		3400 E LAFAYETTE ST	DETROIT MI	48207	4962
527	08-19-36-283-025	PAPA JOES HOLDING CO LLC		34244 WOODWARD AVE	BIRMINGHAM MI	48009	0922
528	08-19-36-284-001	WOODWEB PROPERTIES LLC		34186 WOODWARD AVE	BIRMINGHAM MI	48009	0920
529	08-19-36-284-001	WOODWEB PROPERTIES LLC		700 N OLD WOODWARD AVE STE 300	BIRMINGHAM MI	48009	1338
530	08-19-36-284-002	WOODWEB PROPERTIES LLC		34164 WOODWARD AVE	BIRMINGHAM MI	48009	0920
531	08-19-36-284-002	WOODWEB PROPERTIES LLC		700 N OLD WOODWARD AVE STE 300	BIRMINGHAM MI	48009	1338
532	08-19-36-284-009	BIRMINGHAM TRIANGLE DEVELOPM		34120 WOODWARD AVE	BIRMINGHAM MI	48009	0920
533	08-19-36-284-009	BIRMINGHAM TRIANGLE DEVELOPM		34122 WOODWARD AVE	BIRMINGHAM MI	48009	0960
534	08-19-36-284-010	FULLER CENTRAL PARK PROPRTIE		112 PEABODY ST	BIRMINGHAM MI	48009	6329
535	08-19-36-285-001	FULLER CENTRAL PARK PROPRTIE		1001 S WORTH ST	BIRMINGHAM MI	48009	6943
536	08-19-36-285-001	FULLER CENTRAL PARK PROPRTIE		112 PEABODY ST	BIRMINGHAM MI	48009	6329
537	08-19-36-285-002	1077 SOUTHWORTH LLC		1077 S WORTH ST	BIRMINGHAM MI	48009	6943
538	08-19-36-285-002	1077 SOUTHWORTH LLC		5639 RAVEN CT	BLOOMFIELD MI	48301	1005
539	08-19-36-285-006	908 S ADAMS LLC		908 S ADAMS RD	BIRMINGHAM MI	48009	7038
540	08-19-36-285-006	908 S ADAMS LLC		23500 SHERWOOD AVE	WARREN MI	48091	5363
541	08-19-36-285-007	908 S ADAMS LLC		740 KENNEBEC CT	BLOOMFIELD MI	48304	3321
542	08-19-36-285-008	GERARD SZCZEPANIAK TRUST	ANN SZCZEPANIAK	988 S ADAMS RD	BIRMINGHAM MI	48009	7011
543	08-19-36-285-008	GERARD SZCZEPANIAK TRUST	ANN SZCZEPANIAK	PO BOX 2224	BIRMINGHAM MI	48012	2224
544	08-19-36-285-009	BIRMINGHAM PIZZA HLDG CO LLC		1000 S ADAMS RD	BIRMINGHAM MI	48009	5652
545	08-19-36-285-009	BIRMINGHAM PIZZA HLDG CO LLC		PO BOX 1839	BIRMINGHAM MI	48012	1839
546	08-19-36-285-010	THE IRONHEAD TRUST		1066 S ADAMS RD	BIRMINGHAM MI	48009	7045
547	08-19-36-285-010	THE IRONHEAD TRUST		1359 DAVIS AVE	BIRMINGHAM MI	48009	2075
548	08-19-36-285-012	PARKS INC		1090 S ADAMS RD	BIRMINGHAM MI	48009	7045
549	08-19-36-285-012	PARKS INC		894 S ADAMS RD	BIRMINGHAM MI	48009	7014
550	08-19-36-285-013	THE IRONHEAD TRUST		34000 WOODWARD AVE	BIRMINGHAM MI	48009	0918
551	08-19-36-285-013	THE IRONHEAD TRUST		1359 DAVIS AVE	BIRMINGHAM MI	48009	2075
552		Birmingham City Hall	City Clerk's office	151 Martin	Birmingham MI	48009	

**Mail Machine Counter Report:**

Funds Report	Available:	\$636.06	PBP Account Number:	35884980
	Used:	\$3,363.94	Indicia Number:	0001404691
	Total Pieces:	5764	Meter Number:	1404691
	Control Sum:	\$4,000.00	Meter Name:	
	Resettable Piece Count:	552	Printed:	OCT 12 2022 3:27 PM
	Piece Count Value:	\$314.88		

**Mailing letter returned:**

Birmingham City Hall  
City Clerk's office  
151 Martin  
Birmingham, MI 48009

Clerk's Office  
City of Birmingham, MI

OCT 13 2022

RECEIVED

*City of Birmingham*

151 Martin Street • P.O. Box 3001  
Birmingham, Michigan 48012-3001



Clerk's Office  
City of Birmingham, MI

OCT 13 2022

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4800983368 C101



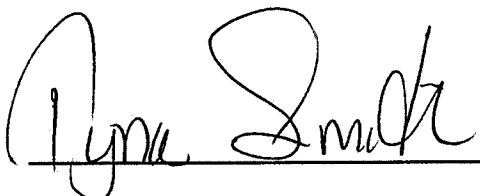




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**BE IT MADE KNOWN THAT THE FOLLOWING ADVERTISEMENT APPEARED IN:**

**Publication: Birmingham Eccentric  
Placed By: City of Birmingham  
Subject: Public Hearing Shopping District  
Publication: October 9 & 16, 2022**

 (Tyna Smith), being duly sworn, deposes  
and says that the advertising illustrated above/attached was published in the  
Birmingham Eccentric Newspaper on the following date/s/: Oct. 9 & 16, 2022,  
INVOICE #0008789853, and as an authorized employee of the Observer and  
Eccentric Media, she knows well the facts stated/herein. Cost: \$477.84.

**STATE OF MICHIGAN**

NOTARIZED BY: 

DATED: October 17, 2022

**Acting in County of Macomb**

GINA ANNE HUFF  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
My Commission Expires March 09, 2023





## MEMORANDUM

Birmingham Shopping District

**DATE:** October 14, 2022

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

**FROM:** Jana L. Ecker, Interim Executive Director, Birmingham Shopping District

**SUBJECT:** Public Hearing of Necessity for BSD Special Assessment District

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### 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:

The BSD was established in 1993 to manage downtown Birmingham. The mission of the BSD is to "strive to provide leadership in marketing, advertising and promotion of the Birmingham Shopping District. The BSD actively works to promote a district that is attractive, clean, safe and pedestrian-friendly and ensure that the district continues to serve as a center for business, service, social and community activities." For almost 30 years the BSD has assisted property and business owners, organized downtown events, promoted retail and economic development, provided advertising and marketing services, and managed maintenance and beautification projects downtown. The efforts of the BSD have helped to make Birmingham one of the most vibrant and prosperous downtowns in the state.

The BSD is currently requesting a renewal of the Birmingham Shopping District Special Assessment for a four year period, with a small proposed rate increase in District 1 of the BSD of \$0.059 for the first floor of all commercial buildings, and a \$0.042 for all other floors, as well as a proportional increase in the rates for District 1A. The BSD assessment is the BSD's primary funding source. First floor assessment rates have remained unchanged since 2008.

On August 24, 2022, the BSD's Executive Committee met and discussed the upcoming special assessment renewal request and the BSD's funding obligations and planned projects over the next four years. Initially, the Executive Committee recommended that the BSD board request a 4 year renewal of the BSD special assessment, with the rates to remain the same for the first two years of the next term, and then increase by \$0.05/square foot in the third year of the term.

At the BSD board meeting on September 1, 2022, the entire board discussed the renewal of the four year special assessment, and agreed that a four year term should be recommended to the City Commission. Board members discussed various rate proposals. After much discussion, the board requested that the BSD rate proposals be discussed at the upcoming committee meetings to allow for additional input.

On September 9, 2022, the Special Events Committee met and recommended approving a \$0.05 cent rate increase for first floors in District 1 of the BSD area, beginning in 2023.

Due to a lack of quorum, there was no Marketing and Advertising Committee meeting held in September.

On September 29, 2022, the Executive Committee met and discussed numerous rate proposals for the BSD Special Assessment renewal. Ultimately, the Executive Committee reached consensus to recommend that the expenditure estimates used in the financial analysis be revised to include rising costs due to inflation, supply issues, a difficult employment market and similar factors. In addition, the committee asked that the special assessment rate be determined based on the adjusted expenditure figures, with a goal of maintaining a \$550,000 fund balance at the end of the four year term.

Based on the recommendation of the Executive Committee, the City's Finance Department has adjusted the proposed expenditures for inflation, and calculated the rate increase needed to achieve the goal of a \$550,000 fund balance at the end of the term. The resulting recommended increase for the BSD Special Assessment rate includes a \$0.059 increase for the first floor of all commercial buildings within District 1 of the BSD, and a \$0.042 increase for upper floors.

On October 4, 2022, the Business Development Committee met and discussed numerous rate proposals for the BSD Special Assessment renewal, including the latest proposal prepared in response to the Executive Committee's direction. Committee members requested that District 1A data be included in the breakdown provided in the proposal presentation and inquired as to how inflation figures were estimated. The committee passed a motion to recommend the proposed BSD assessment renewal plan, with requested adjustments, to the BSD Board at the October meeting.

At the October 6, 2022 BSD Board meeting, the BSD board passed a motion to recommend renewal of the Birmingham Shopping District Special Assessment for a four year period, with a proposed rate increase in District 1 of the BSD of \$0.059 for the first floor of all commercial buildings, and a \$0.042 for all other floors. Further, to recommend the proportional increase of rates in District 1A of the BSD. It is important to note that the first floor assessment rates in the BSD have remained unchanged since 2008, despite rising costs over the past 14 years. The assessment rates in the BSD for upper floors have not been increased since 2018.

#### 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 square footage 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, the Executive Committee, Special Events Committee and the Business Development 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 have gone out to all property owners within the district via first class mail to allow for public comment at the hearings. Newspaper ads were also placed in a newspaper of local circulation prior to each of the proposed public hearings at the City Commission.

#### SUMMARY:

The City Commission is now asked to make a determination of necessity of the Birmingham Shopping District Special Assessment for a four-year period. The BSD is requesting a small rate increase for a four year period, based on a thorough budget analysis that studied the BSD's funding obligations and upcoming projects over the next four years, and considered the current rate of inflation and rising costs. The first floor rates have remained flat since 2008, and the upper floors since 2018.

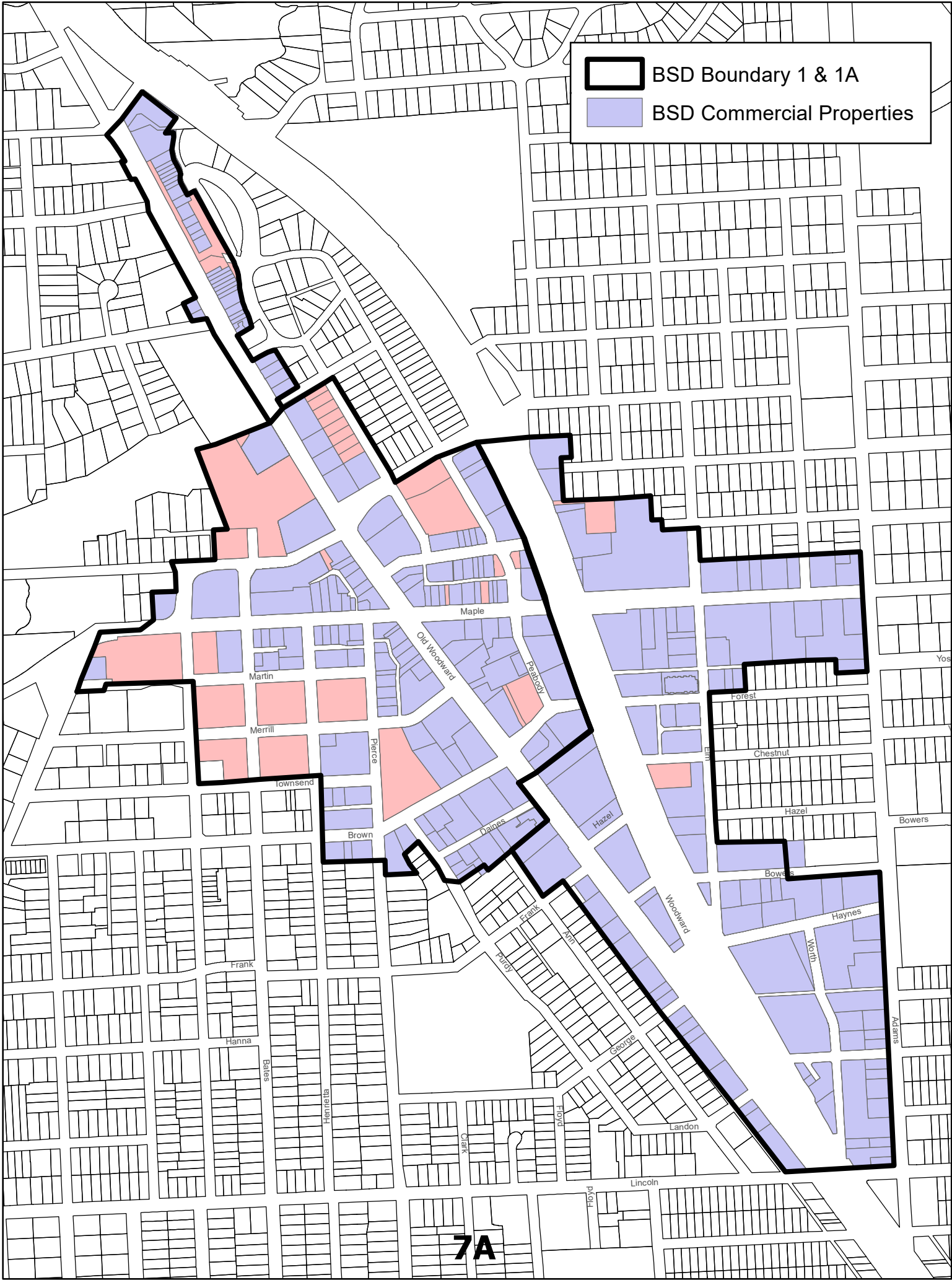
#### ATTACHMENTS:

- BSD Year in Review 2020 and 2021
- BSD District Map
- Proposed rate grid

#### SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution declaring necessity and approving 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 Birmingham Shopping Districts 1 and 1A (see attached map).

And, the City Commission will meet on Monday, November 14, 2022 at 7:30 P.M. for the purpose of conducting the Confirmation of the Assessment Roll for the Birmingham Shopping District Special Assessment for properties within the Birmingham Shopping Districts 1 and 1A.



BSD Boundary 1 & 1A

BSD Commercial Properties



# Birmingham Shopping District 2020 Year in Review

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Birmingham Shopping District  
151 Martin St. Birmingham, MI 48009  
248-530-1200  
[www.allinbirmingham.com](http://www.allinbirmingham.com)  
[info@allinbirmingham.com](mailto:info@allinbirmingham.com)





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## Benefits and Services

Established in 1992 under Public Act 146, the mission of the Birmingham Shopping District (BSD) is to “strive to provide leadership in marketing, advertising and promotion of the Birmingham Shopping District. The BSD actively works to promote a district that is attractive, clean, safe and pedestrian-friendly and ensure that the district continues to serve as a center for business, service, social and community activities.” To this end, the BSD provides many programs and services that assist businesses, property owners and the entire business district.

In 2020, downtown Birmingham, like many other businesses and communities, faced the challenges of the COVID-19 pandemic. The BSD jumped into action allocating approximately \$500,000 to COVID-19 emergency relief initiatives and programs to support downtown businesses. These initiatives included purchasing PPE for downtown businesses, offering Quarantine Cash and Birmingham Bucks to incentivize customers to shop and dine downtown, and safely continuing events, where possible, such as a drive-through Farmers Market to keep vendors in business while safely serving residents. Our organization continued to promote downtown retailers and restaurants in numerous marketing campaigns throughout the year and the team worked actively behind the scenes to attract new businesses to Birmingham. Last, the BSD continued to beautify the city with projects such as the gorgeous hanging flower baskets and holiday lighting in downtown. All of these initiatives and services provided by the BSD are with the goal of helping property owners and downtown businesses in the district thrive and succeed. The following report highlights the Birmingham Shopping District's efforts in 2020 in four main areas of operation: Marketing and Advertising, Special Events, Business Development, and Maintenance and Capital Improvement. As we continue to navigate the pandemic into 2021, the BSD remains committed to helping downtown Birmingham, its property owners, and the businesses prosper in 2021 and beyond.

### **COVID-19 Small Business Relief Efforts:**

Assisted in distribution of \$3M in small biz grants \* \$50,000 in “Quarantine Cash” distributed \* \$50,000 in “Bham Bucks” distributed \* Crowdfunding campaign for businesses (\$16,000 raised) \* “We Are Birmingham” marketing campaign \* Expanded outdoor dining \* Outdoor exercise classes \* “Buy and Fly” 5-minute parking \* Free downtown parking \* Nat’l speakers

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## Marketing and Advertising:



- 10,800 **Facebook** & 4,200 **Instagram** followers
- Published 2 magazine inserts in SEEN Magazine (Fall Fashion and BSD holiday gift guide)
- Live TV appearances promoting downtown retailers and restaurants i.e. Channel 4 “Live in the D”
- Over 200,000 broadcast & on-demand cable TV commercials aired on Ch. 7, Ch. 4, Ch. 2, Gas TV, WWJ, iHeart radio, Spotify, Roku, Amazon Fire, Apple TV, NPR, Comcast, 95.5, 96.3, 97.1, 99.5, 100.3
- 87 newspaper & magazine ads
- Manages [www.AllinBirmingham.com](http://www.AllinBirmingham.com)
- 17 marketing campaigns throughout year
- Radio ads, billboards, signs, posters, and more...



## Special Events:



- **Farmers Market** – converted to drive-through market with 8100 vehicles and 25 vendors throughout the whole season
- **Back to Birmingham – 7-day Sidewalk Sale** – Thousands of Metro Detroit shoppers
- **Restaurant Week** - 25 restaurants participated
- **Holiday Shopping Season** – “The Great Decorate” (30

businesses decorated trees with donations going to Michigan foster teens aging out of the foster system), socially distanced visits at Santa House, **FREE** parking, live reindeer, digital scavenger hunt in downtown, hot chocolate, roasted chestnuts and other treats provided free to weekend shoppers, Small Biz Saturday



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## Maintenance and Capital Improvements:

- 200 hanging flower baskets and planters throughout BSD
- Every snowfall, snow removal performed on 10



miles of sidewalks

- 400+ downtown trees decorated with 800,000+ holiday lights
- Power wash sidewalks
- BSD board member serves on Advisory Parking Board



## Business Development:

**96% retail occupancy | 88% office occupancy**

**Welcomed the following new businesses:** Johnny Was, Paint Nail Bar, Sidecar/Slice/Shift Restaurants, The French Lady, Sorrentia's Salon, Woodward Standard Print House, Seven Daughters, Urban Wick Candle Bar, VIGA, ABC Vintage, Bakehouse46, Planthropie, The Colore Room, Essential Nail Bar.



Leased spaces preparing to

open: James & Bloom, Clean Juice, Perch 313, Birmingham Pub, Birmingham Bridal, Fruition Acai & Juice Bar, David Abraham Custom Clothiers, The Lash Lounge, DiMaggio Fine Art & Jewelry

- Hired professional speakers & trainers i.e. The Retail Dr.
- Attended virtual conferences i.e. International Conference of Shopping Center conventions to recruit retailers
- Hosted virtual annual property owner and real estate broker summit
- Retained retail recruiter to attract new stores to downtown



BIRMINGHAM  
*The Shopping District*

# YEAR IN REVIEW

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# 2021



## WHAT IS THE BIRMINGHAM SHOPPING DISTRICT?

The Birmingham Shopping District was established in 1993 to manage downtown Birmingham. This includes organizing downtown events, promoting economic development, advertising and marketing the district, and performing general maintenance in the downtown.

For almost 29 years, the BSD has continued to help make downtown Birmingham one of the most prestigious and prosperous downtowns Michigan.



## Advertising and Marketing

One of the primary functions of the Birmingham Shopping District is to enhance the marketing efforts and promote the goods, services, experience, and places, in downtown. The

Birmingham Shopping District also promotes its events and activities to the public both in the form of paid media advertisements and press coverage. This year has brought many opportunities for media attention to promote the Birmingham community to new audiences and reinforce its sterling reputation to the surrounding neighborhoods.

The BSD successfully completed the RFP process to select Seen Media to produce a series of promotional videos. The BSD successfully promoted Spring and Fall Fashion videos, a Birmingham Holiday Shopping video, and a video promoting Restaurant Week. These were promoted on television as well as 'boosted' online through social media platforms. Recently the BSD has been promoted on WXYZ for Small Business Saturday and on 'Live in the D' on WDIV to promote holiday shopping, which was filmed at the Townsend Hotel.

The goals of the BSD are to develop a coherent brand for downtown and develop a general downtown advertising campaign that can be promoted to new markets in the region, thereby stimulating demand for the goods, services, and experiences that Birmingham businesses have to offer.

## Capital Improvements

The BSD continues to maintain high standards in the downtown area regarding maintenance and improvements. The BSD executed a new contract with a company to provide snow removal in the district, including clearing paths on the sidewalk and the bump out curbs. Additionally, the city executed a new contract with a company to provide power washing services for the sidewalks in the warmer months. The BSD worked with the city's Department of Public Services to clean the sidewalks throughout the downtown in late June/early July.

The BSD continues to fund the placement of hanging flower baskets throughout the downtown, as well as the placement and arrangement of decorative flower planters. Finally, the BSD shares in the costs of the purchase and installation of decorative holiday lighting throughout the Shopping District.



## SPECIAL EVENTS

The pandemic presented major challenges for special events this year. The need for social distancing and avoiding crowds to safeguard the public health presented challenges for the successful execution of events. Many events were canceled out of caution. Regardless, the BSD successfully adapted the format of other events to protect the public health.

### Restaurant Week

Due to covid, customers were still encouraged to engage with their favorite dining spots by placing orders for carry-out and curbside delivery. The BSD also gave out more than \$40,000 in Birmingham Bucks to encourage consumer spending at local restaurants. This provided a much-needed lifeline to small businesses.

### Movie Nights

With covid, staff successfully adapted the outdoor movie nights to a drive-in model to ensure social distancing. The events brought many families to enjoy outdoor films such as The Little Mermaid at the drive-in held at Seaholm Elementary, Elf, and Cars in Boothe Park.

### Day on the Town

Day on the Town is the largest outdoor retail event of the year. 2021 set a record of more than 80 stores participating in the event.



### Birmingham Cruise

This event brought many visitors to experience the GM-sponsored display area and a car show which featured more than 65 classic cars. To protect the public health, the city and the BSD worked to reduce the size of the event footprint, encourage social distancing, and encourage mask wearing. The BSD created Birmingham Cruise-themed masks to encourage compliance.

### Farmers Market

The Farmers Market celebrated another successful year of showcasing local produce vendors and unique craft vendors.

### Small Business Saturday and Santa Walk

Small business Saturday is one of the most important holidays in any downtown! There were free activities, including the Santa Walk, visits with Santa, carriage rides, hot chocolate, and a scavenger hunt. Parking was free in structures.

### Winter Markt and Holiday Tree Lighting

This event featured displays from local artists, European cuisine, ice sculptures, entertainment, visits with Santa, carriage rides, children's activities and more. The holiday tree lighting celebration took place on Friday, December 3, at 6:00 p.m.



# Economic Development

Downtown Birmingham is experiencing extraordinary new business growth in various industries including retail, restaurant, service and more. Birmingham has maintained a steady and high retail occupancy rate and remained a popular destination for new businesses. The walkable and vibrant public spaces, continuous infrastructure investments, and co-tenancy opportunities are only a few factors contributing to the attraction of new and retention of current businesses downtown.

In 2021, the City of Birmingham approved 31 new business license applications, up from 26 in 2020 and 20 in 2019. In 2021, 23 of the 31 business license applications were from businesses within the boundaries of the Birmingham Shopping District. In 2021 alone, more than 30,000 square feet of retail space was activated inside the Shopping District. This does not include the 159,000 square feet of the Daxton Hotel, which opened in April, 2021 at the corner of Brown Street and South Old Woodward.

The creation of a distinct sense of place further contributes to Birmingham's appeal as an ideal marketplace to shoppers and business owners alike. The Birmingham Shopping District is economically resilient and conducive to local business growth. The BSD also manages robust attraction and retention efforts.

Birmingham Shopping District continues to solidify its position as a premier destination for shopping, dining and events, not only for the surrounding communities, but also the wider region. The newly built Daxton Hotel, part of the luxury brand Aparium Hotel Group, opened this spring, and has served as one of the largest developments along South Old Woodward Avenue.

International retailer Restoration Hardware is expected to break ground on a new RH Gallery, the brand's exclusive

4-story concept with rooftop restaurant and other experiential features, adjacent to the new hotel's location.

**"A rich urban mix of dining, culture and recreation is essential to attracting and retaining the next generation of knowledge workers,"**

**Sam Surnow, Surnow Company**

**"Birmingham is a vibrant downtown area with great foot traffic and a perfect customer base for our brand,"**

**Steven Fisher,  
owner of State and Liberty**

## New Businesses in Town:

Craig Ryan Fine Clothiers opened last winter.

National menswear retailer State & Liberty, opened its second Michigan location.

The Great Eros, a women's luxury apparel brand with locations in New York, also opened.

Evereve expanded.

Popular Mandy Rose Makeup salon opened its second location.

The new mixed-use development at 277 Pierce, expected to be complete early next year.

The Birmingham Pub and Sushi Japan began serving customers late-summer.

Mare Mediterranean opened on Willits Street.

Bakehouse 46 will be relocating to 250 West Maple Road in downtown Birmingham in 2022.

Paris Baguette, the first location in Michigan, is expected to go into 183 N. Old Woodward Ave.

In July, OneStream Software announced it would be relocating part of its operations to 191 North Chester Street in downtown Birmingham, investing between 2 and 3 million dollars into the redevelopment that is expected to house about 100 workers.

	District 1		District 1A	
YEAR	1 <sup>st</sup> Story	2 <sup>nd</sup> Story	1 <sup>st</sup> Story	2 <sup>nd</sup> Story
<b>2022 (Current)</b>	\$ .494 (49.4 cents/sq. ft)	\$ .346 (34.6 cents/sq. ft.)	\$ .247 (24.7 cents/sq. ft.)	\$ .194 (19.4 cents/sq. ft.)
<b>2023</b>	\$ .553 (55.3 cents/sq. ft)	\$ .388 (38.8 cents/sq. ft.)	\$ .277 (27.7 cents/sq. ft.)	\$ .194 (19.4 cents/sq. ft.)
<b>2024</b>	\$ .553 (55.3 cents/sq. ft)	\$ .388 (38.8 cents/sq. ft.)	\$ .277 (27.7 cents/sq. ft.)	\$ .194 (19.4 cents/sq. ft.)
<b>2025</b>	\$ .553 (55.3 cents/sq. ft)	\$ .388 (38.8 cents/sq. ft.)	\$ .277 (27.7 cents/sq. ft.)	\$ .194 (19.4 cents/sq. ft.)
<b>2026</b>	\$ .553 (55.3 cents/sq. ft)	\$ .388 (38.8 cents/sq. ft.)	\$ .277 (27.7 cents/sq. ft.)	\$ .194 (19.4 cents/sq. ft.)

For Example:

A 1,000 square foot first floor space in District 1 would currently pay \$494 per year for the BSD Special Assessment.

With the proposed increase, the same 1,000 square foot first floor space in District 1 would pay \$553 per year in 2023 – 2026 for the BSD Special Assessment.



# MEMORANDUM

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**DATE:** 09/19/2022

**TO:** Tom Markus, City Manager & Birmingham City Commission

**FROM:** Mary Kucharek

**RE:** Birmingham Special Assessment Appeal Process

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QUESTION: If there's a special assessment and a person wants to appeal to the tax tribunal what's the process?

## **STEPS TO APPEAL A SPECIAL ASSESSMENT TO THE TAX TRIBUNAL**

### **1. Protest**

- Appearance and protest at the public hearing of necessity or the public hearing of confirmation of the roll is required in order to appeal the special assessment to the Michigan Tax Tribunal.
  - An owner or interested party, or his or her agent, may appear and protest in person or by letter, at the public hearing for necessity or at a hearing for confirmation of the roll. The letter must be received by the City Commission prior to the public hearing if an in-person protest is not possible. A person must protest in order to appeal the special assessment to the Michigan Tax Tribunal within 30 days of the hearing.
- The hearing required by this section may be held at any regular or special meeting of the City Commission.

### **2. Initiating Appeal**

- An appeal is started by the printing and mailing of a completed petition form or by e-filing a petition form.
  - This form can be found at the State of Michigan website or

[https://www.michigan.gov/taxtrib/-/media/Project/Websites/taxtrib/Folder16/Petition-Forms/web\\_SP\\_A\\_Petition\\_Form\\_final\\_670139\\_7.pdf?rev=1b62b0570e364c50925fba6dceed791f&hash=B53E24E9F1B701B195C2407E5B4A0C74](https://www.michigan.gov/taxtrib/-/media/Project/Websites/taxtrib/Folder16/Petition-Forms/web_SP_A_Petition_Form_final_670139_7.pdf?rev=1b62b0570e364c50925fba6dceed791f&hash=B53E24E9F1B701B195C2407E5B4A0C74)

### **3. Notice of Hearing**

- You will receive a Notice of Hearing at least 45 days before the hearing.
- The notice will provide the date, time, and location of the hearing.

#### **4. Hearing**

- Parties are required to submit their documents to the Tribunal and the other party at least 21 days before the scheduled hearing date, as provided by [TTR 287](#).
- A party may request that a hearing be conducted "on the file" or telephonically.
- A party may request that a hearing be adjourned.

#### **6. Opinion and Judgment**

- If the presiding judge is a Tribunal member, the Opinion and Judgment will be a Final Opinion and Judgment. The parties may file a motion for reconsideration or appeal the Final Opinion and Judgment to the [Michigan Court of Appeals](#), as provided by [MCL 205.753](#) and the Michigan Rules of Court.
- If the presiding judge is a Hearing Officer or Administrative Law Judge, the Opinion and Judgment will be a Proposed Opinion and Judgment. The parties may file exceptions to a Proposed Opinion and Judgment within 20 days of the entry of the Proposed Opinion and Judgment. A copy of those exceptions must be sent to the other party. The other party will have 14 days to respond to the exceptions. If after 20 days no exceptions are filed a Tribunal Member will review the case and issue a Final Opinion and Judgment. If exceptions are timely and properly filed, after the time for a response a Tribunal Member will review the file and issue a Final Opinion and Judgment.



## **MEMORANDUM**

Legal Department

**DATE:** November 14, 2022

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

**FROM:** Mary M. Kucharek

**SUBJECT:** Amendment to City Code Charter, Chapter VI. Contracts

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### **INTRODUCTION:**

There has been an amendment to the Charter increasing the spending limit before necessitating bids, RFP and City Commission approval.

### **BACKGROUND:**

The City Commission passed a resolution dated May 9, 2022 to change the City Charter that will allow for efficient administration and bring the spending ability of the administration in line with today's economics. The resolution was sent to the Attorney General and State Governor to approve the proposed Charter amendment. Once approval was granted, the proposed Charter amendment was placed on the November 8, 2022 General Election. The voters voted in favor of the proposed Charter amendment, and now it is necessary to amend the Charter and also the City of Birmingham Ordinances at Chapter 2 regarding Purchases, Contracts and Sales.

### **LEGAL REVIEW:**

The City Attorney's office has prepared the ordinance amendments that are being presented to the City Commission.

### **FISCAL IMPACT:**

The City's administration will be able to operate more efficiently with the increase in the spending limit before it requires additional bids, RFP's or City Commission approval.

PUBLIC COMMUNICATIONS:

This ballot proposal was on the November 8, 2022 General Election wherein the voters had the opportunity to consider the amendment and vote accordingly.

SUMMARY:

Before the City Commission are the proposed ordinance and Charter amendments necessary to be enacted in order to comply the vote of the people.

ATTACHMENTS:

Redlined and clean copy of both amendments.

SUGGESTED COMMISSION ACTION:

Make a motion adopting the Charter amendment in Chapter VI. Contracts in accordance with the ballot language of the November 8, 2022 General Election and adopting the amended City ordinance Chapter II. Administration, Article VI. Finance Division, Division II. Purchases, Contracts and Sales, in addition, to authorize the Mayor and City Clerk to sign the proposed ordinance amendments.

CITY OF BIRMINGHAM

ORDINANCE NO.

**AN ORDINANCE TO AMEND THE CITY CODE, CHARTER, CHAPTER VI – CONTRACTS**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Charter, Chapter VI. - Contracts 26. Businesses, Article XII. – Marihuana Establishments Prohibited, shall be amended to establish and regulate Marihuana Businesses, and shall read as follows:

**CHAPTER VI. CONTRACTS**

**Section 1. [Specifications for bids.]**

The ~~city~~City ~~commission~~Commission may authorize the purchase of any materials, tools, apparatus, equipment or other goods or things, the consideration or cost of which shall exceed ~~Seventy-fivesix~~ One thousand and 00/100 Dollars (\$~~675~~756,000.00), from or in conjunction with any state or local governmental agency without advertising or accepting bids provided that such agency shall have first advertised and received competitive bids thereon. Otherwise no contract shall be entered into by the ~~city~~City for the purchase of any materials, tools, apparatus, equipment or other goods or things, the consideration or cost of which shall exceed ~~six Seventy-five thousand~~Thousand and 00/100 dollars ~~Dollars~~ (\$756,000.00), until specifications shall be prepared therefor and published advertisement made for sealed proposals thereon, ~~provided, however, that by a vote of five (5) of the members of the commission elect, such contracts, the consideration for which shall not exceed twelve thousand dollars (\$12,000.00) may be made without advertisement.~~ The ~~city~~City shall in all cases have the right to reject any or all competitive bids, and shall not be obligated to purchase from the lowest bidder.

**Section 2. [Bids required.]**

Subject to the provisions of this Charter, the ~~city~~City may through its departments, officers and employees, perform public works of all kinds or it may let any such work by contract. The ~~city~~City shall not, however, undertake or contract for the performance of any public work exceeding an estimated cost of ~~twelve Seventy-five thousand~~Thousand and 00/100 dollars ~~Dollars~~ (\$1275,000.00) until it has first advertised for sealed proposals therefor; provided however, that by a vote of five (5) of the members of the ~~commission~~Commission elect, the ~~city~~City itself may perform work in excess of that cost without advertisement. The ~~city~~City shall in all cases have the right to reject any or all competitive bids, and shall not be obligated to purchase from the lowest bidder.

### Section 3. [Commission approval required.]

No public improvement costing more than ~~one thousand Seventy-five hundred Thousand and 00/100 Dollars~~ (\$~~175,500,000~~.00) shall be contracted for or commenced until drawings, profiles and estimates for the same shall have been submitted to the ~~commission-Commission~~ and approved by it; and the same or a copy thereof shall thereafter remain on file in the office of the clerk subject to inspection of the public.

### Section 4. [Commissioner interested in contract.]

No member of the ~~commission-Commission~~ shall vote for the authorization of any contract with or for the ~~cityCity~~, or for the expenditure of any money on the part of the ~~Ceity~~, if he shall be financially interested in the proceeds of such contract or in the money so expended.

### Section 5. [Conflicts of interest.]

No member of the ~~commission-Commission~~ or any officer of the ~~Ceity~~ shall be interested, directly or indirectly, in any contract, franchise, job, work or service (other than official services), or the profits therefrom, nor shall he receive any compensation (other than his official compensation) for any work or service rendered the ~~cityCity~~, except as may be in this Charter expressly authorized or permitted.

All other Sections of Chapter VI. - Contracts of the Charter, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2022. Effective upon publication.

\_\_\_\_\_  
Therese Longe, Mayor

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

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held \_\_\_\_\_ and that a summary was published \_\_\_\_\_, 2022.

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

CITY OF BIRMINGHAM

ORDINANCE NO.

**AN ORDINANCE TO AMEND THE CITY CODE, CHARTER, CHAPTER VI – CONTRACTS**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Charter, Chapter VI. - Contracts 26. Businesses, Article XII. – Marihuana Establishments Prohibited, shall be amended to establish and regulate Marihuana Businesses, and shall read as follows:

**CHAPTER VI. CONTRACTS**

**Section 1. [Specifications for bids.]**

The City Commission may authorize the purchase of any materials, tools, apparatus, equipment or other goods or things, the consideration or cost of which shall exceed Seventy-five Thousand and 00/100 Dollars (\$75,000.00), from or in conjunction with any state or local governmental agency without advertising or accepting bids provided that such agency shall have first advertised and received competitive bids thereon. Otherwise no contract shall be entered into by the City for the purchase of any materials, tools, apparatus, equipment or other goods or things, the consideration or cost of which shall exceed Seventy-five Thousand and 00/100 Dollars (\$75,000.00), until specifications shall be prepared therefor and published advertisement made for sealed proposals thereon. The City shall in all cases have the right to reject any or all competitive bids, and shall not be obligated to purchase from the lowest bidder.

**Section 2. [Bids required.]**

Subject to the provisions of this Charter, the City may through its departments, officers and employees, perform public works of all kinds or it may let any such work by contract. The City shall not, however, undertake or contract for the performance of any public work exceeding an estimated cost of Seventy-five Thousand and 00/100 Dollars (\$75,000.00) until it has first advertised for sealed proposals therefor; provided however, that by a vote of five (5) of the members of the Commission elect, the City itself may perform work in excess of that cost without advertisement. The City shall in all cases have the right to reject any or all competitive bids, and shall not be obligated to purchase from the lowest bidder.

**Section 3. [Commission approval required.]**

No public improvement costing more than Seventy-five Thousand and 00/100 Dollars (\$75,000.00) shall be contracted for or commenced until drawings, profiles and estimates for the same shall have been submitted to the Commission and approved by it; and the same or a copy thereof shall thereafter remain on file in the office of the clerk subject to inspection of the public.

**Section 4. [Commissioner interested in contract.]**

No member of the Commission shall vote for the authorization of any contract with or for the City, or for the expenditure of any money on the part of the City, if he shall be financially interested in the proceeds of such contract or in the money so expended.

**Section 5. [Conflicts of interest.]**

No member of the Commission or any officer of the City shall be interested, directly or indirectly, in any contract, franchise, job, work or service (other than official services), or the profits therefrom, nor shall he receive any compensation (other than his official compensation) for any work or service rendered the City, except as may be in this Charter expressly authorized or permitted.

All other Sections of Chapter VI. - Contracts of the Charter, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2022. Effective upon publication.

\_\_\_\_\_  
Therese Longe, Mayor

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

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held \_\_\_\_\_ and that a summary was published \_\_\_\_\_, 2022.

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



CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND PART II, CHAPTER 2. - ADMINISTRATION, ARTICLE VII.  
– FINANCE, DIVISION 2 – PURCHASES, CONTRACTS AND SALES**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 2. - Administration, Article VII. – Finance, Division 2 – Purchases, Contracts and Sales, shall read as follows:

**DIVISION 2. PURCHASES, CONTRACTS AND SALES**

**Sec. 2-276. Purpose.**

The purpose of this division shall be to provide a procedure for the purchase of supplies, materials, equipment and contractual services and for the management and disposal of all materials determined to be obsolete or surplus.

(Ord. No. 1525, § 1.191, 6-22-92)

**Sec. 2-277. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Contract* means all types of ~~city~~City agreements, regardless of what they might be called, for the procurement of supplies, equipment or contractual services, except that the term shall not include collective bargaining agreements.

*Contractual services* means and includes the rental, repair or maintenance of equipment, machinery and other ~~city~~City-owned property. The term shall not include professional, insurance and personal services or other contractual services which are in their nature unique.

*Department head* means the individual in charge of a using agency or that individual's designate.

*Invitation for bids* means the complete assembly of related documents, whether attached or incorporated by reference, furnished prospective bidders for the purpose of soliciting sealed bids.

*Purchasing ~~a~~Agent* means the ~~p~~Purchasing ~~a~~Agent of the ~~finance~~Finance ~~d~~Department of the ~~city~~City.

*Purchasing guidelines* means those guidelines established by the ~~city~~City ~~M~~Manager and approved by resolution of the ~~city~~City ~~e~~Commission.

*Responsible bidder* means a person who has the capability in all respects to perform fully the contract requirements.

*Responsive bidder* means a person who has submitted a bid which conforms in all material respects to the invitation for bids.

*Supplies* means and includes all supplies, materials and equipment, but excluding land or any interest in land.

*Using agency* means any department, agency, commission or other unit in the city government using supplies or procuring contractual services as provided in this division.

(Ord. No. 1525, § 1.192, 6-22-92)

Cross reference(s)—Definitions generally, § 1-2.

#### **Sec. 2-278. Appointment of ~~p~~Purchasing ~~a~~Agent; duties and responsibilities.**

- (a) The ~~director-Director~~ of ~~f~~inance shall appoint a ~~p~~Purchasing ~~a~~Agent.
- (b) The ~~p~~Purchasing ~~a~~Agent, in conjunction with other duties assigned, shall be responsible for the procurement of all supplies and contractual services for all ~~city~~City using agencies as specified in this division, as well as the management and disposal of all supplies removed from inventory or other materials determined to be obsolete or surplus by a using agency.

(Ord. No. 1525, § 1.193, 6-22-92)

#### **Sec. 2-279. Requisitions and estimates.**

- (a) All using agencies, either by or with the authorization of the department head under which the using agency operates, shall file with the ~~p~~Purchasing ~~a~~Agent detailed requisitions or estimates of their requirements for supplies and contractual services in such a manner, and at such times as the purchasing guidelines shall establish.
- (b) The ~~p~~Purchasing ~~a~~Agent shall examine each requisition or estimate and may revise it as to quantity, quality or estimated cost, with the concurrence of the using agency. The ~~p~~Purchasing ~~a~~Agent shall also verify that proper purchasing procedures have been followed, and that the budgeted funds are available based on the most current financial records. The ~~p~~Purchasing ~~a~~Agent may change the account to be charged, if appropriate, with departmental approval.

(Ord. No. 1525, § 1.194, 6-22-92)

#### **Sec. 2-280. Competitive bidding requirements.**

- (a) Except as provided in subsection (c) of this section, all supplies and contractual services, when the estimated cost thereof shall equal or exceed ~~\$6,000.00~~75,000.00, shall be purchased by formal written contract from the lowest responsible and responsive bidder after due notice inviting competitive sealed bids. All such contracts shall be awarded by the ~~city~~City Commission.
  - (1) The ~~p~~Purchasing ~~a~~Agent or department head shall provide for the procurement of competitive sealed bids as follows:
    - a. Prepare the invitation for bids describing the requirements of the using agency.

- b. Publicize the invitation for bids by public advertisement, such as through Bidnet or suitable trade publications, no less than five days preceding the last day set for the receipt of competitive sealed bids. The public advertisement required by this section shall include a general description of the supplies or contractual services to be purchased or sold and in addition, shall state where bid forms and specifications may be obtained, the date, time and place for the filing and opening of bids, whether bid, performance and payment bonds are required and if required, the amounts thereof and anything else deemed necessary.
- c. Bids submitted in response to the invitation for bids shall be submitted sealed and in addition, shall be identified as bids on the outside of the envelopes and accompanied by any bid security required.
- d. Bids shall be opened publicly at the time, place and date designated in the invitation for bids. Each bid, together with the name of the bidder shall be recorded and a tabulation of all bids received shall be available for public inspection in the requesting department.
- e. An invitation for bids may be cancelled or any or all bids or proposals may be rejected in whole or in part as specified in the invitation for bids when it is determined by the Ccity Commission to be in the best interests of the eCity.
- f. The pPurchasing aAgent or department head shall not knowingly accept the bid of a person who is in default in the payment of any taxes, licenses, fees, permits or any other monies due the eityCity or who shall in any other respects be disqualified according to any federal or state law or ordinance provision. A contract with a person who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable.
- g. The pPurchasing aAgent or department head shall determine and recommend in writing to the eityCity Commission the name of the lowest responsible and responsive bidder. In reaching a determination as to who the lowest responsible bidder is, the following shall be considered:
  - 1. The ability, capacity and skill of the bidder to provide the service or supplies required;
  - 2. Whether the bidder can provide the service or supplies promptly or within the time specified without delay or interference;
  - 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder in business;
  - 4. The quality of performance and time of completion by the bidder of previous contracts or services;
  - 5. The previous and existing compliance by the bidder with laws and ordinances relating to contract performance;
  - 6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - 7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;

8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and
  9. The number and scope of any additional, limiting or qualifying conditions attached to the bid by the bidder.
- (b) The ~~city~~City shall not be obligated to purchase from the lowest bidder.
  - (c) The ~~city~~City ~~C~~ommission, by an affirmative vote of five-sevenths of its members, may dispense with the requirement for competitive bidding when the estimated cost of the contract does not exceed ~~\$12,000.00~~\$75,000.00.
  - (d) A contract may be awarded by the ~~city~~City ~~e~~Commission for the purchase of supplies and/or contractual services without submitting the purchase through the competitive bidding process as set forth herein when there is only a sole-source for the purchase and the requesting department head has provided reasonable justification to the ~~city~~City ~~m~~Manager in writing that circumstances exist that preclude obtaining competition.
  - (e) No contract or purchase shall be artificially divided to avoid the requirements of this section.
- (Ord. No. 1525, § 1.195, 6-22-92; Ord. No. 1784, § 1, 7-15-02)

#### **Sec. 2-281. Small purchases; open market procedure.**

All purchases of supplies or contractual services having a cost of less than ~~\$6,000.00~~\$75,000.00 may be made in the open market, without advertisement, and may be awarded by either the ~~city~~City ~~m~~Manager, ~~p~~Purchasing ~~a~~Agent or department head in conformance with purchasing guidelines, provided that funds have been previously appropriated by the ~~e~~City ~~e~~Commission.

(Ord. No. 1525, § 1.196, 6-22-92)

#### **Sec. 2-282. Obsolete, worn or surplus supplies.**

- (a) All using agencies shall submit to the ~~p~~Purchasing ~~a~~Agent reports showing stocks of all supplies which in the using agencies' opinion are no longer used or which have become obsolete or worn or unsuitable for ~~city~~City use.
- (b) The ~~p~~Purchasing ~~a~~Agent shall have the authority, under guidelines established by the ~~city~~City ~~m~~Manager, to transfer surplus stock designated in the using agencies' reports to other using agencies so as to secure for the ~~city~~City maximum efficiency in utilizing ~~city~~City resources and in budgetary planning. The ~~p~~Purchasing ~~a~~Agent shall sell or dispose of all other obsolete items in conformance with the purchasing guidelines.

(Ord. No. 1525, § 1.197, 6-22-92)

#### **Sec. 2-283. Cooperative purchasing.**

The ~~city~~City shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the ~~city~~City would be served thereby.

(Ord. No. 1525, § 1.198, 6-22-92)

#### **Sec. 2-284. Bid deposits; performance and payment bonds.**

Bid deposits shall be required in all instances in which the ~~p~~Purchasing ~~a~~Agent or department head determines such security to be in the best interests of the ~~e~~City. The ~~p~~Purchasing ~~a~~Agent, department head or the ~~e~~City ~~e~~Commission may require a performance bond, payment bond or other similar security before awarding a contract, in such amount as is reasonably necessary to protect the best interests of the ~~e~~City. A successful bidder shall forfeit any bid deposit required upon failure of the successful bidder to enter into a contract within the time specified after the award.

(Ord. No. 1525, § 1.199, 6-22-92)

#### **Sec. 2-285. Petty expenditures revolving fund.**

The ~~e~~City ~~t~~Treasury shall have a petty expenditures revolving fund. From this fund may be paid all purchases made by the heads of using agencies for incidentals not in excess of maximum dollar limitations established by the ~~finance-director~~Finance Director. The ~~d~~Director shall establish rules and regulations for the use of the petty expenditures revolving fund.

(Ord. No. 1525, § 1.200, 6-22-92)

#### **Sec. 2-286. Emergency purchases.**

The ~~e~~City ~~m~~Manager shall have the authority to establish guidelines for the purchase of supplies and contractual services upon an apparent threat to the public safety, health or welfare of the ~~e~~City or its citizens. Any emergency purchase shall be made at the lowest obtainable price and with such competition as may be practical under the circumstances.

(Ord. No. 1525, § 1.201, 6-22-92)

#### **Sec. 2-287. Gifts, rebates prohibited; conflict of interest prohibited.**

- (a) All officials and employees of the ~~e~~City are prohibited from soliciting, demanding, accepting or agreeing to accept directly or indirectly, from any person to which a contract might be awarded or is awarded any gift, offer of employment, rebate, money or anything of material value whatsoever, except where given for the sole use and benefit of the ~~e~~City.
- (b) The ~~e~~City will not enter into a contract to furnish supplies or contractual services to the ~~e~~City from any ~~e~~City official, his spouse, child or parent, or from any corporation, association or partnership in which any ~~e~~City official, his spouse, child or parent, has any direct or indirect interest. Ownership of less than one percent of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Employment by a business entity shall be deemed to be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to contract proposals or other transactions contemplated by this division.
- (c) Every written contract entered into by the ~~e~~City pursuant to the procedures established by this division shall contain a provision to the effect that if subsequent to entering into the contract a ~~e~~City official, his spouse, child or parent shall become directly or indirectly

interested in the contract, the ~~city~~City shall have the right to terminate the contract without further liability if the disqualification has not been removed within 30 days after the ~~city~~City has given notification of the disqualifying interest.

(Ord. No. 1525, § 1.202, 6-22-92)

#### **Sec. 2-288. Payment of moneys.**

All moneys belonging to the ~~city~~City shall be paid out upon presentation of a valid voucher approved and signed by the ~~f~~inance ~~d~~irector and issued in accordance with the Charter, by checks drawn by the ~~f~~inance ~~d~~irector or his ~~d~~eputy and countersigned by the ~~city~~City, ~~t~~reasurer or his ~~d~~eputy.

(Code 1963, § 1.134)

#### **Sec. 2-289. Approval of legal documents.**

The ~~m~~Mayor shall sign, the ~~city~~City ~~e~~ Clerk shall attest to, the ~~e~~City ~~m~~anager shall approve as to substance, and the ~~city~~City ~~a~~ttorney shall approve as to form all contracts and agreements requiring the assent of the ~~city~~City, unless otherwise provided for by law, the Charter, ordinance or the provisions of this Code. Any contract or agreement by which the ~~city~~City incurs any financial obligation shall first be approved by the ~~d~~irector of ~~f~~inance in accordance with ~~C~~hapter VII, ~~S~~ection 3, of the Charter.

(Code 1963, § 1.135)

#### **Secs. 2-290—2-310. Reserved.**

All other Sections of Chapter 2. – ADMINISTRATION, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2022. Effective upon publication.

\_\_\_\_\_  
Therese Longe, Mayor

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

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held \_\_\_\_\_ and that a summary was published \_\_\_\_\_, 2022.

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



CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND PART II, CHAPTER 2. - ADMINISTRATION, ARTICLE VII.  
– FINANCE, DIVISION 2 – PURCHASES, CONTRACTS AND SALES**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 2. - Administration, Article VII. – Finance, Division 2 – Purchases, Contracts and Sales, shall read as follows:

**DIVISION 2. PURCHASES, CONTRACTS AND SALES**

**Sec. 2-276. Purpose.**

The purpose of this division shall be to provide a procedure for the purchase of supplies, materials, equipment and contractual services and for the management and disposal of all materials determined to be obsolete or surplus.

(Ord. No. 1525, § 1.191, 6-22-92)

**Sec. 2-277. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Contract* means all types of City agreements, regardless of what they might be called, for the procurement of supplies, equipment or contractual services, except that the term shall not include collective bargaining agreements.

*Contractual services* means and includes the rental, repair or maintenance of equipment, machinery and other City-owned property. The term shall not include professional, insurance and personal services or other contractual services which are in their nature unique.

*Department head* means the individual in charge of a using agency or that individual's designate.

*Invitation for bids* means the complete assembly of related documents, whether attached or incorporated by reference, furnished prospective bidders for the purpose of soliciting sealed bids.

*Purchasing Agent* means the Purchasing Agent of the Finance Department of the City.

*Purchasing guidelines* means those guidelines established by the City Manager and approved by resolution of the City Commission.

*Responsible bidder* means a person who has the capability in all respects to perform fully the contract requirements.



*Responsive bidder* means a person who has submitted a bid which conforms in all material respects to the invitation for bids.

*Supplies* means and includes all supplies, materials and equipment, but excluding land or any interest in land.

*Using agency* means any department, agency, commission or other unit in the city government using supplies or procuring contractual services as provided in this division.

(Ord. No. 1525, § 1.192, 6-22-92)

Cross reference(s)—Definitions generally, § 1-2.

#### **Sec. 2-278. Appointment of Purchasing Agent; duties and responsibilities.**

- (a) The Director of Finance shall appoint a Purchasing Agent.
- (b) The Purchasing Agent, in conjunction with other duties assigned, shall be responsible for the procurement of all supplies and contractual services for all City using agencies as specified in this division, as well as the management and disposal of all supplies removed from inventory or other materials determined to be obsolete or surplus by a using agency.

(Ord. No. 1525, § 1.193, 6-22-92)

#### **Sec. 2-279. Requisitions and estimates.**

- (a) All using agencies, either by or with the authorization of the department head under which the using agency operates, shall file with the Purchasing Agent detailed requisitions or estimates of their requirements for supplies and contractual services in such a manner, and at such times as the purchasing guidelines shall establish.
- (b) The Purchasing Agent shall examine each requisition or estimate and may revise it as to quantity, quality or estimated cost, with the concurrence of the using agency. The Purchasing Agent shall also verify that proper purchasing procedures have been followed, and that the budgeted funds are available based on the most current financial records. The Purchasing Agent may change the account to be charged, if appropriate, with departmental approval.

(Ord. No. 1525, § 1.194, 6-22-92)

#### **Sec. 2-280. Competitive bidding requirements.**

- (a) Except as provided in subsection (c) of this section, all supplies and contractual services, when the estimated cost thereof shall equal or exceed \$75,000.00, shall be purchased by formal written contract from the lowest responsible and responsive bidder after due notice inviting competitive sealed bids. All such contracts shall be awarded by the City Commission.
  - (1) The Purchasing Agent or department head shall provide for the procurement of competitive sealed bids as follows:
    - a. Prepare the invitation for bids describing the requirements of the using agency.
    - b. Publicize the invitation for bids by public advertisement, such as through Bidnet or suitable trade publications, no less than five days preceding the last day set for the receipt of competitive sealed bids. The public advertisement required by this

section shall include a general description of the supplies or contractual services to be purchased or sold and in addition, shall state where bid forms and specifications may be obtained, the date, time and place for the filing and opening of bids, whether bid, performance and payment bonds are required and if required, the amounts thereof and anything else deemed necessary.

- c. Bids submitted in response to the invitation for bids shall be submitted sealed and in addition, shall be identified as bids on the outside of the envelopes and accompanied by any bid security required.
- d. Bids shall be opened publicly at the time, place and date designated in the invitation for bids. Each bid, together with the name of the bidder shall be recorded and a tabulation of all bids received shall be available for public inspection in the requesting department.
- e. An invitation for bids may be cancelled or any or all bids or proposals may be rejected in whole or in part as specified in the invitation for bids when it is determined by the City Commission to be in the best interests of the City.
- f. The Purchasing Agent or department head shall not knowingly accept the bid of a person who is in default in the payment of any taxes, licenses, fees, permits or any other monies due the City or who shall in any other respects be disqualified according to any federal or state law or ordinance provision. A contract with a person who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable.
- g. The Purchasing Agent or department head shall determine and recommend in writing to the City Commission the name of the lowest responsible and responsive bidder. In reaching a determination as to who the lowest responsible bidder is, the following shall be considered:
  - 1. The ability, capacity and skill of the bidder to provide the service or supplies required;
  - 2. Whether the bidder can provide the service or supplies promptly or within the time specified without delay or interference;
  - 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder in business;
  - 4. The quality of performance and time of completion by the bidder of previous contracts or services;
  - 5. The previous and existing compliance by the bidder with laws and ordinances relating to contract performance;
  - 6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - 7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
  - 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and

9. The number and scope of any additional, limiting or qualifying conditions attached to the bid by the bidder.
- (b) The City shall not be obligated to purchase from the lowest bidder.
  - (c) The City Commission, by an affirmative vote of five-sevenths of its members, may dispense with the requirement for competitive bidding when the estimated cost of the contract does not exceed \$75,000.00.
  - (d) A contract may be awarded by the City Commission for the purchase of supplies and/or contractual services without submitting the purchase through the competitive bidding process as set forth herein when there is only a sole-source for the purchase and the requesting department head has provided reasonable justification to the City Manager in writing that circumstances exist that preclude obtaining competition.
  - (e) No contract or purchase shall be artificially divided to avoid the requirements of this section.
- (Ord. No. 1525, § 1.195, 6-22-92; Ord. No. 1784, § 1, 7-15-02)

**Sec. 2-281. Small purchases; open market procedure.**

All purchases of supplies or contractual services having a cost of less than \$75,000.00 may be made in the open market, without advertisement, and may be awarded by either the City Manager, Purchasing Agent or department head in conformance with purchasing guidelines, provided that funds have been previously appropriated by the City Commission.

(Ord. No. 1525, § 1.196, 6-22-92)

**Sec. 2-282. Obsolete, worn or surplus supplies.**

- (a) All using agencies shall submit to the Purchasing Agent reports showing stocks of all supplies which in the using agencies' opinion are no longer used or which have become obsolete or worn or unsuitable for City use.
- (b) The Purchasing Agent shall have the authority, under guidelines established by the City Manager, to transfer surplus stock designated in the using agencies' reports to other using agencies so as to secure for the City maximum efficiency in utilizing City resources and in budgetary planning. The Purchasing Agent shall sell or dispose of all other obsolete items in conformance with the purchasing guidelines.

(Ord. No. 1525, § 1.197, 6-22-92)

**Sec. 2-283. Cooperative purchasing.**

The City shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the City would be served thereby.

(Ord. No. 1525, § 1.198, 6-22-92)

**Sec. 2-284. Bid deposits; performance and payment bonds.**

Bid deposits shall be required in all instances in which the Purchasing Agent or department head determines such security to be in the best interests of the City. The Purchasing Agent,

department head or the City Commission may require a performance bond, payment bond or other similar security before awarding a contract, in such amount as is reasonably necessary to protect the best interests of the City. A successful bidder shall forfeit any bid deposit required upon failure of the successful bidder to enter into a contract within the time specified after the award.

(Ord. No. 1525, § 1.199, 6-22-92)

#### **Sec. 2-285. Petty expenditures revolving fund.**

The City Treasury shall have a petty expenditures revolving fund. From this fund may be paid all purchases made by the heads of using agencies for incidentals not in excess of maximum dollar limitations established by the Finance Director. The Director shall establish rules and regulations for the use of the petty expenditures revolving fund.

(Ord. No. 1525, § 1.200, 6-22-92)

#### **Sec. 2-286. Emergency purchases.**

The City Manager shall have the authority to establish guidelines for the purchase of supplies and contractual services upon an apparent threat to the public safety, health or welfare of the City or its citizens. Any emergency purchase shall be made at the lowest obtainable price and with such competition as may be practical under the circumstances.

(Ord. No. 1525, § 1.201, 6-22-92)

#### **Sec. 2-287. Gifts, rebates prohibited; conflict of interest prohibited.**

- (a) All officials and employees of the City are prohibited from soliciting, demanding, accepting or agreeing to accept directly or indirectly, from any person to which a contract might be awarded or is awarded any gift, offer of employment, rebate, money or anything of material value whatsoever, except where given for the sole use and benefit of the City.
- (b) The City will not enter into a contract to furnish supplies or contractual services to the City from any City official, his spouse, child or parent, or from any corporation, association or partnership in which any City official, his spouse, child or parent, has any direct or indirect interest. Ownership of less than one percent of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Employment by a business entity shall be deemed to be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to contract proposals or other transactions contemplated by this division.
- (c) Every written contract entered into by the City pursuant to the procedures established by this division shall contain a provision to the effect that if subsequent to entering into the contract a City official, his spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within 30 days after the City has given notification of the disqualifying interest.

(Ord. No. 1525, § 1.202, 6-22-92)

**Sec. 2-288. Payment of moneys.**

All moneys belonging to the City shall be paid out upon presentation of a valid voucher approved and signed by the Finance Director and issued in accordance with the Charter, by checks drawn by the Finance Director or his Deputy and countersigned by the City Treasurer or his Deputy.

(Code 1963, § 1.134)

**Sec. 2-289. Approval of legal documents.**

The Mayor shall sign, the City Clerk shall attest to, the City Manager shall approve as to substance, and the City Attorney shall approve as to form all contracts and agreements requiring the assent of the City, unless otherwise provided for by law, the Charter, ordinance or the provisions of this Code. Any contract or agreement by which the City incurs any financial obligation shall first be approved by the Director of Finance in accordance with Chapter VII, Section 3, of the Charter.

(Code 1963, § 1.135)

**Secs. 2-290—2-310. Reserved.**

All other Sections of Chapter 2. – ADMINISTRATION, shall remain unaffected.

Ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2022. Effective upon publication.

\_\_\_\_\_  
Therese Longe, Mayor

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

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held \_\_\_\_\_ and that a summary was published \_\_\_\_\_, 2022.

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



## MEMORANDUM

Legal Department

**DATE:** November 14, 2022

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

**FROM:** Mary M. Kucharek

**SUBJECT:** Lease of Public Property Adjacent to 35001 and 35075 Woodward

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### INTRODUCTION:

Select Commercial Assets Hospitality, LLC (SCAH) is proposing to develop the vacant property on the northwest corner of Woodward and Maple at 35001 and 35075 Woodward for a multi-story mixed use building with underground parking. Select Commercial Assets Hospitality, LLC has approached the City requesting to lease public property adjacent to 35001 and 35075 Woodward to expand the footprint of its proposed development to maximize onsite parking and to create a more efficient layout.

At the same time, The Original Hunter House Hamburgers, Inc., whose address is 35075 Woodward Avenue, Birmingham, Michigan, 48009 has been utilizing vacant City property behind the Hunter House establishment for parking cars since approximately 1998. The purpose of this action item is for the City Commission to approve a new tri-party lease for the continued use of public property with The Original Hunter House Hamburgers, Inc., and then an automatic transfer of the lease to SCAH upon building permit issuance and authority to proceed with construction as determined by the Building Official.

### BACKGROUND:

At the northwest corner of Woodward and Maple is an undeveloped lot adjacent to Hunter House Hamburgers. Since approximately 1998, Hunter House Hamburgers has had a lease agreement or a month-to-month agreement with the City of Birmingham to utilize public property for parking cars. On July 6, 2022 a lease was presented to the City Commission to grant approval for lease of the City's property next to SCAH's property as part of a proposed development project. At that meeting, the operator of Hunter House Hamburgers, Kelly Cobb, objected to the City entering into a lease agreement because Hunter House wanted to assure it would have the ability to continue to park cars on the City property portion of the lot in order to conduct its business.

The City Commission did not enter into the lease with SCAH and asked the two (2) parties to come to some sort of agreement.

On October 14, 2022, a lease agreement with Hunter House Hamburgers for a month-to-month tenancy was presented to the City Commission as its lease lapsed in 2018. At that meeting, the owner of the land, Dr. Gayhar, and his attorney, appeared before the City Commission to object to a lease being given to Hunter House Hamburgers for fear that it would interrupt its ability to develop its land and project as planned. The City, as voiced through the City Commission, is very desirous of the vacant land at Woodward and Maple Roads to be developed.

Therefore, the purpose of this new tri-party lease is to allow Hunter House Hamburgers to continue to utilize public property with a lease and payment of fair market value for rent until the time the development project has obtained all necessary site plan approvals and all permits to start construction. At that time, the Hunter House Hamburgers' lease would automatically transfer to SCAH wherein they will pay fair market value to the City for use of public property pursuant to a long-term lease agreement.

#### LEGAL REVIEW:

The City Attorney's office has drafted the recommended lease and believes this protects the City as it evaluates the best use for its public property.

#### FISCAL IMPACT:

We have determined the fair market value of this property located at the northwest corner of Maple and Woodward. The fair market value for utilizing public property per month has been determined to be \$5,042.00, and then when the tenancy begins with SCAH, the rent will be \$60,500 per year with a 3% increase annually.

#### PUBLIC COMMUNICATIONS:

The use of the public property at the southeast corner of Hamilton and Park Streets has been discussed at numerous public meetings over the past two (2) years with both the Planning Board and the City Commission. Most recently, discussions regarding this public property was discussed at the May 23, 2022 City Commission meeting and the October 24, 2022 City Commission meeting.

#### SUMMARY:

The public property at the northwest corner of the Maple/Woodward/Park/Hamilton block has been utilized by Hunter House Hamburgers for patron parking without a valid lease in effect. Also, there is interest in having the vacant property adjacent to the public property in the area being developed by SCAH. Having an agreement involving both parties may ensure that both parties will work together in good faith and due haste, and to no longer leave the vacant property in an unsightly and a less than highest and best use condition. The purpose of this three (3) party lease is to ensure a swift and sure way for development to occur allowing Hunter House Hamburgers to continue parking until construction begins.

ATTACHMENTS:

A proposed Ground Lease between the City of Birmingham, the Original Hunter House Hamburgers, Inc., and Select Commercial Assets Hospitality, LLC.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Ground Lease between the City of Birmingham, the Original Hunter House Hamburgers, Inc., and Select Commercial Assets Hospitality, LLC. for the leasing of City property for the privilege and purpose of utilizing City property for parking cars for patrons of Original Hunter House Hamburgers, Inc. located at 35075 Woodward Avenue, Birmingham, Michigan in the amount of \$5,042.00 per month, and for the immediate transfer of the lease to Select Commercial Assets Hospitality, LLC upon all site plan approvals and the issuance of all necessary permits to begin construction, in the amount of \$60,500.00 per year, in addition, to authorize the Mayor and City Clerk to sign the lease on behalf of the City.



**GROUND LEASE BETWEEN THE CITY OF BIRMINGHAM  
AND THE ORIGINAL HUNTER HOUSE HAMBURGERS, INC.  
AND SELECT COMMERCIAL ASSETS HOSPITALITY, LLC**

**THIS LEASE AGREEMENT** is made on this \_\_\_\_ day of \_\_\_\_\_ by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation ("Landlord"), whose address is 151 Martin Street, Birmingham, Michigan, 48009, (hereinafter "City"), **THE ORIGINAL HUNTER HOUSE HAMBURGERS, INC.** whose address is 35075 Woodward Ave, Birmingham, Michigan, 48009, (hereinafter "Lessee"), and **SELECT COMMERCIAL ASSETS HOSPITALITY, LLC**, a Michigan limited liability company ("Tenant"), whose address is 8469 Warwick Groves Ct., Grand Blanc, Michigan, 48439.

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of certain real property in the City of Birmingham, Michigan consisting of a portion of the northwest corner of Maple, Woodward and Park Street, and specifically a portion of Municipal Parking Lot No. 3, lying north of the south line of Lot 40 of A.P. No. 21 and easterly of the easterly line of Park Street, as shown in Exhibit A; and,

**WHEREAS**, the Landlord, Lessee and Tenant desire to enter into a lease for a portion of such real property; and,

**WHEREAS**, the City of Birmingham is desirous for the empty lot at Maple, Woodward and Park Street to be developed in the custom and style of the City; and,

**WHEREAS**, The Original Hunter House Hamburgers, Inc. has been utilizing the City-owned property for parking of vehicles for its business since 1998; and,

**WHEREAS**, The Original Hunter House Hamburgers, Inc. and Select Commercial Assets Hospitality, LLC have an agreement for The Original Hunter House Hamburgers, Inc. to be included as a business in a proposed development project to be built by Select Commercial Assets Hospitality, LLC; and,

**WHEREAS**, the City of Birmingham is not a party to that agreement, nor has any interest in being a party to that agreement; and,

**WHEREAS**, the City of Birmingham would like to see this development happen with due haste.

**NOW, THEREFORE**, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## **SECTION 1: BACKGROUND**

- 1.01 Tenant is in the process of developing a multi-use project, consisting of commercial/retail and underground parking, which will be located on the land described in Exhibit A attached hereto, (the "Project"), currently known as 35001 and 35075 Woodward Avenue ("Tenant's Property"). As part of the Project, Tenant shall undertake appropriate investigation and environmental response activities;
- 1.02 Landlord and Tenant mutually agree that this Lease will benefit the Project and the City in several respects, including:
  - (a) Additional rental income and tax revenue to the City from the Leased Premises;
  - (b) Tenant will undertake appropriate investigation and environmental response activities for the Leased Premises and Tenant's property at its expense;
  - (c) Tenant will be able to rationalize the shape of the building for a more appropriate aesthetic and efficient design; and,
  - (d) The Project is consistent with the City of Birmingham's Downtown Birmingham 2016 Plan in that the plan calls for future mixed-use building.

- 1.03 The Landlord agrees to allow the Lessee to enter a Lease Agreement with the Landlord to allow Lessee to utilize the City property as Leased Property:

That portion of Municipal Parking Lot No. 3, lying north of the south line of Lot 40 of A.P. No. 21 and easterly of the easterly line of Park Street, as shown in the Sidwell Plat Map for Parcel No. 08-19-25-456-043, more particularly described as:

TIN, R10E, SEC 25 ASSESSOR'S PLAT NO 21 PART OF LOTS 39 & 40 BEG AT PT DIST S 82-23-50 W 39.80 FT FROM NE COR OF LOT 40, TH S 04-11-54 E 86.88 FT., TH S 88-37-29 W 26.62 FT ALG S LINE OF LOT 40, TH ALG E LINE OF PARK ST ALG CURVE TO LEFT RAD 356 FT. CHORD BEARS N 22-04-01 W 71.74 FT, DIST OF 71.86 FT, N 26-19-07 E 17.35 FT, TH N 82-23-50 E 39.86 FT TO BEG

## **SECTION 2: TERM**

- 2.01 The term of the lease for the Lessee shall commence on the \_\_\_\_ day of \_\_\_\_\_, and will continue until the time Tenant provides written notice to Lessee that it has obtained all required site plan approvals and all permits have been issued by the City of Birmingham allowing the development of the commercial retail project.
- 2.02 The moment such written notice is given by the Tenant to the Lessee, transition of the Ground Lease of Lessee shall automatically transfer to the Tenant and the Lease with the Lessee will immediately cease.
- 2.03 Notwithstanding Section 3.03, the Landlord has the sole discretion and reserves the right to unilaterally, without cause, terminate the lease with either party upon a thirty (30) day written notice to vacate the City's property.

## **SECTION 3: RENT**

- 3.01 Lessee shall pay the Landlord rent in advance due by the 28<sup>th</sup> day due of each preceding month in the sum of Five Thousand Forty-two and 00/100 Dollars (\$5,042.00) per month.
- 3.02 When the Lease transfers to the Tenant, the Tenant agrees to pay Landlord as minimum net rent the sum of Sixty Thousand Five Hundred and 00/100 Dollars (\$60,500.00) per year payable on or before each year anniversary of the commencement date. Each year this amount shall be adjusted annually on the anniversary of the commencement date by an increase of three percent (3%).

- 3.03 Landlord will reserve the right to terminate the Lease with the Lessee and/or Tenant if in the exclusive opinion of the Landlord that either or both parties are delaying the project development in any way and at any time. Landlord has the expectation that all parties will act with due haste and the Landlord will not tolerate any indication that the parties are not acting in good faith. If in the Landlord's sole discretion, it believes that either party is acting in such a manner as to delay the project, the Landlord may unilaterally revoke the Lease, and if in the best interest of the City, may immediately grant the lease to the Tenant.

**THE FOLLOWING SECTIONS 4 - 11 ARE APPLICABLE TO  
THE ORIGINAL HUNTER HOUSE HAMBURGERS, INC.:**

**SECTION 4: TAXES AND UTILITIES**

- 4.01 During the tenancy of the Lessee all charges for utility services rendered to the leased premises during the period the Lessee is entitled to possession shall be paid by the Lessee. All taxes, including, but not limited to personal property taxes and taxes imposed pursuant to P.A. 189 of 1953 (Taxation of Lessee and Users of Tax-exempt Real Property), levied against the Lessee's interest in the property shall be paid by the Lessee.

**SECTION 5: USE OF PREMISES:**

- 5.01 The property shall be used for parking motor vehicles and for no other use. No alteration or capital improvement of the property shall be allowed without the written approval of the Birmingham City Engineer.
- 5.02 Lessee shall keep the property in good order and condition and shall make all repairs and take all other action necessary to maintain the property in good order and condition, as determined by the City Engineer.
- 5.03 Lessee agrees not to place any toxic or hazardous material or waste on the property.
- 5.04 Lessee shall return the Leased Property to the City or the Tenant in the same condition or better than it was prior to the beginning of the term of this lease without remuneration.

## SECTION 6: INSURANCE

6.01 Lessee, at its sole expense, shall obtain and maintain pursuant to the terms of this lease, the types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Lessee 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: Lessee 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: Lessee 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 Lessee' Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

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

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

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

F. Proof of Insurance Coverage: Lessee 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 Professional Liability Insurance, if applicable;
- 4) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Lessee 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.

6.02 Lessee shall provide the Landlord at the time the lease is returned for execution, certificate(s) of insurance for each coverage provided. In addition, such certificates shall evidence the Landlord as an additional insured for coverages specified in items (1) and (2) above, for all activities connected with this Lease, and include the following language: "It is understood and agreed that the following shall be an additional insured: City of Birmingham, and including all elected and appointed officials, all employees and volunteers. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing, or excess. Lessee shall provide at least thirty 30 days prior written notice to the City of Birmingham of cancellation, modification, or material change to this insurance."

6.03 Such certificate(s) of insurance shall be in a form acceptable to and underwritten by insurance company(ies) satisfactory to the Landlord. The purchase of the insurance coverage by Lessee or the furnishing of certificate(s) of insurance shall not release Lessee from its obligations or liabilities under this Lease.

## **SECTION 7: INDEMNIFICATION**

7.01 To the fullest extent permitted by law, the Lessee and any entity or person for whom the Lessee 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 Lessee 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.

#### **SECTION 8: PERSONAL INJURY OR PROPERTY DAMAGE**

- 8.01 Lessee assumes all liability for losses, damages, or expenses resulting from personal injury or property damage arising out of the Leased Property which is caused in whole or in part by Lessee, and Lessee shall keep the Leased Property in a clean and neat condition at all times and shall provide for snow removal and salting of the Leased Property any time snowfall exceeds one inch (1") or more and/or icing conditions exist.

#### **SECTION 9: ASSIGNMENT**

- 9.01 Lessee may not mortgage, pledge, or otherwise encumber its interest in this lease or assign or sublet the Leased Property.

#### **SECTION 10: DEFAULT**

- 10.01 Lessee's failure to pay rent when due, or to perform any of its obligations hereunder shall constitute a default. If a default occurs, the City shall be entitled to regain immediate possession of the property.

#### **SECTION 11: WRITTEN NOTICES**

- 11.01 Whenever under the terms of this Lease a written notice is required, or whenever a written notice or communication is sent, the same shall be accomplished by Registered Mail, Return Receipt Requested, postage prepaid, addressed to the parties at the respective addresses first above written or to such other address(es) as any of the parties shall designate by written notice. All notices sent to Landlord shall be sent to the attention of the City Manager unless otherwise provided herein.

A copy of all notices to Landlord shall also be sent to the City Attorney, Mary Kucharek, at 3001 West Big Beaver Road, Suite 600, Troy, Michigan 48084. All notices to Lessee shall be sent to the attention of Mr. Kelly Cobb, President.

**THE FOLLOWING SECTIONS ARE APPLICABLE TO SELECT COMMERCIAL ASSETS HOSPITALITY, LLC ONCE ITS TENANCY BEGINS:**

**SECTION 12: LEASED PREMISES AND IMPROVEMENTS THEREON**

12.01 Landlord, in consideration of the rents, terms, covenants and agreements hereinafter set forth on the part of Tenant to be paid, kept and performed, grants, leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, on the terms, covenants, provisions and agreements hereinafter provided:

a certain tract/parcel of land located in the City of Birmingham, County of Oakland, State of Michigan, and described in Exhibits A and B attached hereto and made a part hereof (the "Leased Premises") together with the limited rights, title and interests as follows:

(a) air rights and below the ground rights, in connection with the Leased Premises as specifically set forth in this Lease;

(b) improvements presently on, under or over the Leased Premises and those buildings and improvements hereafter erected on the Leased Premises by Tenant as specifically set forth in this Lease; and

(c) all fixtures and articles of personal property and any replacements thereof, attached to or used in connection with the use, occupation and operation of the Leased Premises, and all alterations, additions and improvements hereafter made to the Leased Premises, title to which may vest in Landlord as specifically set forth in this Lease.

To have and to hold the Leased Premises and the above limited rights and interests for and during the term hereof, unless otherwise provided for in this Lease.

**SECTION 13: TERM AND DURATION; ACCESS PRIOR TO COMMENCEMENT**

13.01 The term of this Lease shall commence as of the earlier of \_\_\_\_\_, \_\_\_\_\_, or the date on which construction of the Project commences (the "Commencement Date") and shall end at midnight on the date, which is fifty (50) years after the Commencement Date (the "Initial Term"). So long as Tenant is not in default under the Lease, the Initial Term shall automatically be extended for two (2) additional



periods of twenty-five (25) years each (respectively, the "First Renewal Term" and "Second Renewal Term" and collectively the "Renewal Terms") unless Tenant provides Landlord with written notice of its intent not to renew this Lease at least ninety (90) days prior to the expiration of the Initial Term or First Renewal Term. Landlord shall send Tenant written notice at least one hundred and twenty (120) days before the end of the Initial Term and First Renewal Term that the Lease will be automatically renewed unless terminated within the following thirty (30) days. Notwithstanding the foregoing, Landlord's failure to send said notice does not invalidate Tenant's notice requirements and automatic extensions if Tenant fails to provide notice to Landlord of its intent not to extend the Lease.

- 13.02 Prior to the Commencement Date, so long as Tenant is not in default under this Lease, Tenant and its authorized agents and employees shall be permitted to enter upon the Leased Premises for the purposes of performing such tests and other non-construction work as may be reasonably incidental thereto.
- 13.03 Landlord, upon thirty (30) days written notice to Tenant, beginning ninety (90) days prior to the First Renewal Term and each five (5) year anniversary thereafter, may make reasonable inquiry of Tenant in order to confirm that Tenant remains in compliance with the Lease and Tenant shall respond to such inquiries within thirty (30) days of the notice.

#### **SECTION 14: BASE RENT**

- 14.01 Commencing on the Commencement Date, Tenant agrees to pay to Landlord, as minimum net rent the sum of \$60,500.00 per year, payable on or before each yearly anniversary of the Commencement Date. Each year, this amount shall be adjusted annually on the anniversary of the Commencement Date by three percent (3%).
- 14.02 [INTENTIONALLY OMITTED]
- 14.03 Unless Tenant has further obligations under any other agreements pertaining to the environmental condition of the Project, and as additional consideration, Tenant, at its sole expense, shall undertake those appropriate investigation and environmental response activities necessary to comply with due care obligations, applicable to the development and future use of the property, as may be required under Section 20107a of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREP A) and the administrative rules promulgated thereunder. Specifically, Tenant shall undertake appropriate measures to prevent exacerbation of, and unacceptable human direct contact and inhalation exposures

to, contaminants existing on the property at time of lease. Tenant also shall undertake reasonable precautions to prevent reasonably foreseeable acts and omissions of third parties that could result in unacceptable human exposures to, or exacerbation of, contaminants existing on the property at time of lease.

- 14.04 Each yearly installment of minimum net rent will be paid in advance, without any setoffs or deductions, on each and every anniversary of the Commencement Date (the "Rent Day") during the continuation of this Lease at the office of Landlord at the address first shown above, or at such other place as Landlord from time to time may designate in writing.
- 14.05 The terms "rent" and "rental" shall mean all net rent and other charges or sums, which may be due from Tenant to Landlord pursuant to this Lease.
- 14.06 This Lease shall be deemed and construed to be a "net lease" and, notwithstanding anything contained herein to the contrary, Landlord shall receive all rent due hereunder absolutely free of all charges, assessments and impositions, expenses, offsets or deductions of any kind. Landlord shall not be expected or required to make any payment or provide any service to Tenant or any other person or entity, except as otherwise expressly set forth in this Lease. Landlord and Tenant acknowledge and agree that Tenant shall be responsible for all costs, expenses and obligations relating to the maintenance, repair, replacement, taxes and insurance for the Leased Premises during the term of this Lease and Landlord shall be indemnified by Tenant against all such costs, expenses and obligations.
- 14.07 Any rent or other sums payable by Tenant to Landlord under this Lease, which are not paid within ten (10) days after the same are due will be subject to a late charge of two and one-half percent (2.5%) of the amount due. Such late charges will be due and payable as additional rent on or before the next thirty (30) day installment of rent is due.
- 14.08 Any rent, late charges or other sums payable by Tenant to Landlord under this Lease, which are not paid within thirty (30) days after the same are due, will bear interest at a per annum rate equal to three (3) percentage points above the effective prime rate announced in the Money Rates section of the Wall Street Journal (the "Default Rate") on the date when the rent, late charges or other sums became due, but in any event not in excess of the maximum interest rate permitted by law. Such interest shall be due and payable as additional rent on or before the next thirty (30) day installment of rent is due and will accrue until paid from the date that such rent, late charges or other sums are payable under this Lease. See Section 14 regarding Tenant's defaults.

## **SECTION 15: USE AND OCCUPANCY**

15.01 The Leased Premises may be used by Tenant for any legal purpose in connection with the development, construction and use of the Project in accordance with the approved site plan ("Site Plan") (Exhibit C). Landlord and Tenant acknowledge that Tenant intends to expand the proposed above ground improvements to include the air space over a portion of the Leased Premises.

## **SECTION 16: CONSTRUCTION OF THE PROJECT**

16.01 The Project shall be constructed by Tenant in substantial accordance with the Site Plan (Exhibit C) approved by Landlord on \_\_\_\_\_, \_\_\_\_\_ as may be amended by the parties from time to time.

16.02 Tenant shall be under no obligation to construct the Project.

16.03 At all times prior to completion of the construction of the Project, Tenant shall maintain a policy of builders risk insurance covering such risks, in such amounts and with such companies as Tenant reasonably determines and subject to the reasonable approval of Landlord. Each such policy shall be non-cancelable except upon thirty (30) days' prior written notice to Landlord.

16.04 In connection with the Project, Tenant, at its sole cost and expenses, shall have the right to relocate existing utilities located on the Leased Premises (i) within the Leased Premises; or (ii) on to adjacent land owned by the Tenant. Landlord agrees to execute any and all reasonably required documents in connection with such relocation, which may be requested by any utility company.

## **SECTION 17: ASSIGNMENT AND SUBLETTING**

17.01 Tenant shall not without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, assign its interest in this Lease or to sublet the whole or any portion or portions of the Leased Premises, except when the assignment of the Lease is pursuant to the sale of the building. Notwithstanding the foregoing, Landlord's consent shall not be required in order for Tenant to enter leases or other agreements with third parties with respect to the improvements constructed in connection with the Project provided such leases and/or agreements do not permit such third parties to violate the terms of this Lease. Promptly after entering such a lease or other agreement, Tenant shall provide written notice thereof to Landlord.

- 17.02 Landlord agrees to enter into a non-disturbance agreement, in form satisfactory to Landlord, in favor of subtenants. Such non-disturbance agreements shall be executed in recordable form. Landlord covenants, agrees and warrants to execute such non-disturbance agreements within thirty (30) days after written request by Tenant therefor.
- 17.03 Any amendments of subleases shall not be binding on Landlord unless Landlord consents to same, which consent Landlord covenants and warrants will not be unreasonably withheld, delayed or conditioned.

## **SECTION 18: TAXES AND UTILITIES**

- 18.01 All taxes, including but not limited to personal property taxes and taxes imposed pursuant to P.A. 189 of 1953 (Taxation of Lessees and Users of Tax-exempt Real Property), levied against the Tenant's interest in the Leased Premises shall be paid by the Tenant before same are delinquent.
- 18.02 All charges for utility services rendered to the Leased Premises during the term of this Lease shall be paid by Tenant.

## **SECTION 19: LIABILITY INSURANCE**

- 19.01 Tenant shall not commence work under this Lease until it has obtained the insurance required under this Section. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers reasonably acceptable to Landlord.

(a) Workers' Compensation Insurance: Tenant shall cause its contractors to procure and maintain during the life of this Lease when construction is being done on the Project. Workers' compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

(b) Commercial General Liability Insurance: Tenant shall procure and maintain during the term of this Lease, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000.00 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (i) Contractual Liability; (ii) Products and Completed Operations; (iii) Independent Contractors Coverage; (iv) Broad form General Liability Extensions or equivalent; (v) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

(c) Motor Vehicle Liability: If Landlord uses motor vehicles at the Leased Premises then Landlord shall procure and maintain during the term of this Lease Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

(e) Cancellation Notice: Workers' compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012."

(f) Proof of Insurance Coverage: Tenant shall provide the Landlord at the time the Lease is returned for execution, Certificates of Insurance and/or policies, acceptable to Landlord, as listed below.

- (i) Two (2) copies of Certificate of Insurance for Workers' Compensation (if then required);
- (ii) Two (2) copies of Certificate of Insurance for Commercial General Liability;
- (iii) Two (2) copies of Certificate of Insurance for Motor Vehicle Liability Insurance (if then required); and
- (iv) If so requested, Certified Copies of all policies mentioned above will be furnished.

(g) Coverage Expiration: If any of the above coverages expire during the term of this Lease, Tenant shall deliver renewal certificate and/or policies to landlord at least ten (10) days prior to the expiration date.

19.02 Notwithstanding the foregoing, any and all insurance required to be obtained pursuant to this Section 9 may be obtained in connection with, and combined with, Tenant's insurance for the Project so long as the requirements of this Section 9 are satisfied.

## **SECTION 20: INDEMNITY**

20.01 To the fullest extent permitted by law, Tenant and any entity or person for whom Tenant is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold Landlord harmless, including Landlord's elected and appointed officials, employees and volunteers and others working on behalf of Landlord 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 Landlord, its elected and appointed officials, employees, volunteers or others working on behalf of Landlord, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of Landlord.

## **SECTION 21: COMPLIANCE WITH LAWS**

21.01 Tenant covenants and agrees that during the term of this Lease, and any renewals or extensions thereof, Tenant shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of the federal, state, county, city and municipal governments or any of their departments, bureaus, boards, commissions and officials thereof, with respect to the Leased Premises, the buildings and improvements thereon or hereafter erected thereon by Tenant, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against Landlord or Tenant, or both, except to the extent that Landlord has any obligations under this Lease.

## **SECTION 22: CASUALTY INSURANCE**

22.01 Tenant covenants that it will, during the continuance of the term of this Lease, keep or cause to be kept the buildings and improvements now or hereafter located on the Leased Premises, insured by a responsible and reputable insurance company or companies against loss or damage by fire and such other hazards as are currently embraced in the standard extended coverage endorsement in this State of Michigan, and in an amount not less than eighty percent (80%) of the full insurable value of said building and improvements.

## **SECTION 23: DAMAGE CLAUSE**

23.01 Should the whole or any part or parts of the buildings or improvements then on the Leased Premises be partially or wholly damaged or destroyed by fire or other insured casualty after the commencement of the term of this Lease, such destruction or damage shall not operate to terminate this Lease, but this Lease shall continue in full force and effect, except as otherwise provided in this Lease. Tenant, at its sole option, may elect to:

(a) restore, rebuild or repair said building and improvements so damaged or destroyed so that the said building and improvements as Tenant deems appropriate for its development or use of the Project; or

(b) clear the Leased Premises of all debris and restore same to a safe condition.

23.02 Notwithstanding the foregoing, including Tenant's discretionary election, all decisions to restore, rebuild, repair and/or clean are subject to all City and other municipality regulations pertaining to same.

## **SECTION 24: DEFAULT CLAUSES**

24.01 If Tenant shall default in the payment of rent on any dates provided for in this Lease, and if such default shall continue for a period of thirty (30) days after receipt by Tenant of written notice of said nonpayment, or ( except as otherwise provided in this Lease) in the event that Tenant shall default or fail in the performance of a material covenant or agreement on its part to be performed in this Lease and such default shall not have been cured for a period of sixty (60) days after receipt by Tenant of written notice of said default from Landlord, or if such default cannot with due diligence be cured within sixty ( 60) days and Tenant shall not have commenced the remedying thereof within such period or shall not

be proceeding with due diligence to remedy it (it being intended in connection with a default not susceptible of being cured by Tenant with due diligence within sixty (60) days that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence), then, and in such case, Landlord shall have the right to terminate this Lease and to recover possession of the Leased Premises by summary proceedings or by any other appropriate legal action or proceedings, and such other rights as may be available at law or in equity.

- 24.02 If, after the commencement of the term of this Lease, (i) Tenant then in possession of the Leased Premises shall be adjudicated bankrupt or adjudged to be insolvent; (ii) a receiver or trustee shall be appointed for the aforesaid Tenant's property and affairs; (iii) the aforesaid Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or (iv) any execution or attachment shall be issued against the aforesaid Tenant or any of the aforesaid Tenant's property whereby the Leased Premises, or any building or buildings or any improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the aforesaid Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded over within one hundred twenty (120) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of this Section 14 shall become effective and Landlord shall have the rights and remedies provided for herein.
- 24.03 Notwithstanding the foregoing, 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. This agreement shall be governed by the laws of the State of Michigan 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.

## **SECTION 25: ESTOPPEL CERTIFICATES**

25.01 Landlord shall, without charge, at any time and from time to time, within thirty (30) days after request by Tenant, certify by written instrument, which Landlord shall duly execute and acknowledge in recordable form and deliver to Tenant or any mortgagees selected by Tenant, or any assignee of any mortgagee or purchaser, or any proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified by Tenant:

(a) that this Lease is unmodified and in full force and effect (or, if there has been a modification, that the same is in full force and effect as modified and stating the modification);

(b) the dates, if any, to which the basic rent impositions and other charges hereunder have been paid in advance;

(c) whether Tenant is or is not in default in the performance of any covenant, condition or agreement on Tenant's part to be performed and the nature of Tenant's default, if any, and such other pertinent information as Tenant may request.

## **SECTION 26: OWNERSHIP OF IMPROVEMENTS**

26.01 Tenant shall own and have the right to take the depreciation deductions under the tax laws for any buildings and improvements heretofore or hereafter erected on, under or above the Leased Premises.

## **SECTION 27: RIGHT TO PERFORM FOR TENANT**

27.01 If Tenant, or its permitted successors and assigns, shall, after reasonable notice and demand, fail to perform any covenant, condition or other obligation on its part to be performed under this Lease, the Landlord may do so on behalf of and at the cost and expense of the Tenant so failing to perform. Interest at the Default Rate and reasonable attorney's fees, if any, shall be collectible from the Tenant. Should it be determined by a court of competent jurisdiction that the expending of sums by Landlord was made necessary by Tenant's failure to perform a covenant, condition or any other obligation on Tenant's part to be performed under this Lease, in such event, and only in such event, shall such sums, at the option of

Landlord, be deemed additional rent and payable as such on the next or any subsequent Rent Day.

## **SECTION 28: HOLDOVER**

28.01 If Tenant shall holdover as a tenant after the expiration of the then existing Lease term, then such tenancy shall be deemed to be on a month-to-month basis with monthly rent payable in advance in the amount of one hundred fifty percent (150%) of the rent as in effect under this Lease.

## **SECTION 29: PARTIAL INVALIDITY**

29.01 If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

## **SECTION 30: WRITTEN NOTICES**

30.01 Whenever under the terms of this Lease a written notice is required, or whenever a written notice or communication is sent, the same shall be accomplished by Registered Mail, Return Receipt Requested, postage prepaid, addressed to the parties at the respective addresses first above written or to such other address(es) as any of the parties shall designate by written notice. All notices sent to Landlord shall be sent to the attention of the City Manager unless otherwise provided herein. A copy of all notices to Landlord shall also be sent to the City Attorney, Mary Kucharek, at 3001 West Big Beaver Road, Suite 600, Troy, Michigan 48084. A copy of all notices to Tenant shall also be sent to Robert M. Carson and Robert A. Weisberg, at Carson Fischer, PLC, 4111 Andover Road, West -2nd Floor, Bloomfield Hills, Michigan 48302.

## **SECTION 31: BINDING ON SUCCESSORS AND ASSIGNS**

31.01 Except as otherwise provided in this Lease, all covenants, agreements, provisions and conditions of this Lease shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns. No modification or termination of this Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

## **SECTION 32: BROKER**

32.01 Landlord and Tenant each warrant, covenant and agree with the other that no broker brought about this Lease nor was any broker involved in the negotiations leading to its consummation.

## **SECTION 33: NO MERGER**

33.01 Notwithstanding any provision of this Lease to the contrary, if at any time or times during the term of this Lease, or any renewal or extension thereof, Landlord and Tenant shall be the same person, party or entity, Landlord's and Tenant's interests shall remain separate and distinct, and shall not be merged into one estate so as to cancel, terminate or extinguish this Lease by law or otherwise.

## **SECTION 34: CAPTIONS**

34.01 The captions of the Sections of this instrument are solely for convenience and shall not be deemed a part of this instrument for the purposes of construing the meaning thereof or for any other purpose.

## **SECTION 35: SURRENDER**

35.01 Upon the termination of the Lease term, Tenant shall quit and surrender the Leased Premises and all buildings and improvements thereon, in good condition and repair.

## **SECTION 36: QUIET ENJOYMENT**

36.01 Landlord agrees, covenants and warrants that as long as Tenant faithfully performs the agreements, terms, covenants and conditions of this Lease including without limitation, Tenant's obligations to comply with all laws as set forth in Section 11, within the grace periods and extended periods for any unavoidable delays, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the term and extensions thereof hereby granted without molestation or disturbance by or from Landlord and free of any and all encumbrances created or suffered by Landlord.

## **SECTION 37: NO WAIVER**

37.01 No waiver of any covenant or condition contained in this Lease, or of any breach of any such covenant or condition, shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

## **SECTION 38: INTERPRETATION**

38.01 This Lease shall be construed in accordance with the laws of the State of Michigan. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The neuter gender includes the masculine and the feminine.

## **SECTION 39: ENTIRE AGREEMENT**

39.01 This Lease contains the entire agreement of the parties hereto with respect to the letting and hiring of the Leased Premises described above, and this Lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successors or assigns.

## **SECTION 40: SHORT FORM OR MEMORANDUM OF LEASE SUITABLE FOR RECORDING**

40.01 The parties hereto covenant and agree that, at the request of either party, Landlord and Tenant will promptly execute and deliver to the requesting party a short form or Memorandum of Lease duly acknowledged and in recordable form setting forth, among other things, the names and addresses of the parties, a reference to this Lease and its date, the description of the Leased Premises, the date of the commencement and termination of this Lease, Tenant's rights to obtain financing, the right of Tenant to build, alter, repair, improve, change or demolish buildings, structures and improvements, and such other information as either party may request. The short form or Memorandum of Lease, or this Lease, may be recorded by either Landlord or Tenant. Landlord and Tenant agree to share equally all the costs and expenses of recording said short form or Memorandum of Lease or this Lease.

## SECTION 41: CHANGE IN LEGAL DESCRIPTION OF LEASED PREMISES

41.01 The parties acknowledge and agree that it may be necessary to change the legal description of the Leased Premises in order to facilitate the efficient use of the land comprising the Project. The parties agree to use their best good faith efforts to agree upon the final legal description. The revised legal description shall be initialed by each party and substituted for Exhibit B on all executed counterparts of this Lease.

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement as of the date written above.

**THE ORIGINAL HUNTER HOUSE  
HAMBURGERS, INC. (Lessee):**

By: \_\_\_\_\_  
Kelly Cobb, President

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared KELLY COBB who acknowledged that with authority on behalf of THE ORIGINAL HUNTER HOUSE HAMBURGERS, INC. to do so he signed this Agreement.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Michigan

Acting in \_\_\_\_\_ County, Michigan

My commission expires: \_\_\_\_\_

**SELECT COMMERCIAL ASSETS  
HOSPITALITY, LLC**, a Michigan limited  
liability company (Tenant)

By: **ALGA HOSPITALITY, LLC**  
Its: Managing Member

By: \_\_\_\_\_  
Hesham Gayar  
Managing Member

STATE OF MICHIGAN    )  
  ) ss:  
COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared  
HESHAM GAYAR, Managing Member who acknowledged that with authority on behalf of  
SELECT COMMERCIAL ASSETS HOSPITALITY, LLC to do so he signed this Agreement.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Michigan

Acting in \_\_\_\_\_ County, Michigan

My commission expires: \_\_\_\_\_

**CITY OF BIRMINGHAM (Landlord):**

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

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

**APPROVED:**

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

\_\_\_\_\_  
Mark A. Gerber, Finance Director  
(Approved as to financial obligation)

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROJECT**



## LEGAL DESCRIPTION

35001 WOODWARD AVE

19-25-456-037

LOTS 1, 2 & 3, PART OF LOTS 4 & 5, AND ALSO PART OF A VACATED ALLEY OF ASSESSOR'S PLAT No.21, LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS, ALL DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 18 DEGREES 50 MINUTES 30 SECONDS WEST, 23.13 FEET FROM THE SOUTHEAST SECTION CORNER OF LOT 1; THENCE SOUTH 34 DEGREES 32 MINUTES 10 SECONDS WEST, 23.86 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 50 SECONDS WEST, 47.66 FEET; THENCE ALONG A CURVE TO THE LEFT 54.91 FEET, SAID CURVE HAVING A RADIUS OF 57 FEET, A LONG CHORD BEARING OF NORTH 64 DEGREES 29 MINUTES 25 SECONDS WEST, 52.81 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 10 SECONDS WEST, 135.76 FEET; THENCE 88 DEGREES 16 MINUTES 35 SECONDS EAST, 34.77 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS EAST, 31 FEET; THENCE SOUTH 18 DEGREES 40 MINUTES 40 SECONDS EAST, 30.80 FEET; THENCE SOUTH 18 DEGREES 50 MINUTES 30 SECONDS EAST, 116.06 FEET TO THE POINT OF BEGINNING.

35075 WOODWARD AVE

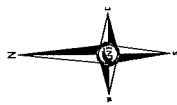
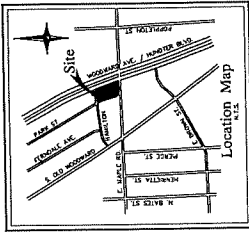
19-25-456-014

LOT 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN, EXCEPTING THE WEST 34 FEET AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS.

PO BOX 3001 BIRMINGHAM, MI 48012

19-25-456-043

PART OF LOTS 39 & 40 OF ASSESSOR'S PLAT No.21 LOCATED IN TOWN 2 NORTH, RANGE 10 EAST OF SECTION 25 IN BIRMINGHAM, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS ON PAGE 19 OF THE OAKLAND COUNTY RECORDS. BEGINNING AT A POINT DISTANT SOUTH 82 DEGREES 23 MINUTES 50 SECONDS WEST, 39.80 FEET FROM THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 04 DEGREES 11 MINUTES 54 SECONDS EAST, 86.88 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 29 SECONDS WEST, 26.62 FEET ALONG THE SOUTH LINE OF SAID LOT 40, THENCE ALONG THE EAST LINE OF PARK STREET ALONG A CURVE TO THE LEFT, 71.86 FEET, SAID CURVE HAVING A RADIUS OF 356 FEET, A LONG CHORD BEARING OF NORTH 22 DEGREES 04 MINUTES 01 SECONDS WEST, 71.74 FEET; THENCE NORTH 26 DEGREES 19 MINUTES 07 SECONDS EAST, 17.35 FEET; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS EAST, 39.86 FEET TO THE POINT OF BEGINNING.



**Master Tree List**

Client Name: Hester Capital  
Site: 35001 & 35075 Woodward, Birmingham  
Date Completed: 1/3/2018

Condition: Mature Trees  
"Good" - no apparent decay, trunk firm, no significant defects  
"Fair" - minor decay, trunk firm, some minor defects  
"Poor" - major decay, trunk soft, significant defects, poor form, most likely dead  
"Structural defect" - major decay, trunk soft, significant defects, poor form, most likely dead  
"Dead" - no apparent decay, trunk soft, significant defects, poor form, most likely dead

Tree ID	Species	Caliber	Height	Condition	Notes
1	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects
2	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects
3	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects
4	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects
5	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects
6	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects
7	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects
8	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects
9	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects
10	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects
11	Oak	12"	15'	Good	Good tree, no decay, trunk firm, no significant defects

**LEGAL DESCRIPTION**

35001 WOODWARD AVE  
1/2 AC. 1/4 SEC. 16, T. 11 N., R. 10 E., S. 11 W., CO. OF BIRMINGHAM, AL.  
1/2 AC. 1/4 SEC. 16, T. 11 N., R. 10 E., S. 11 W., CO. OF BIRMINGHAM, AL.  
1/2 AC. 1/4 SEC. 16, T. 11 N., R. 10 E., S. 11 W., CO. OF BIRMINGHAM, AL.  
1/2 AC. 1/4 SEC. 16, T. 11 N., R. 10 E., S. 11 W., CO. OF BIRMINGHAM, AL.

**CERTIFICATE OF SURVEY**

THIS CERTIFICATE OF SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES IN ACCORDANCE WITH THE ACTS OF CONGRESS, TITLE 43, U.S.C. 9101-9106, AND THE RULES OF PRACTICE OF THE ALABAMA SURVEYING BOARD.

DATE: 09-28-2018  
BY: [Signature]  
TITLE: [Signature]



**PROJECT LOCATION**  
Part of Section 25 East  
T. 11 N., R. 10 E., S. 11 W.,  
Co. of Birmingham,  
Oakland County, Michigan

**PROJECT**  
Boundary / Topographic /  
Tree Survey

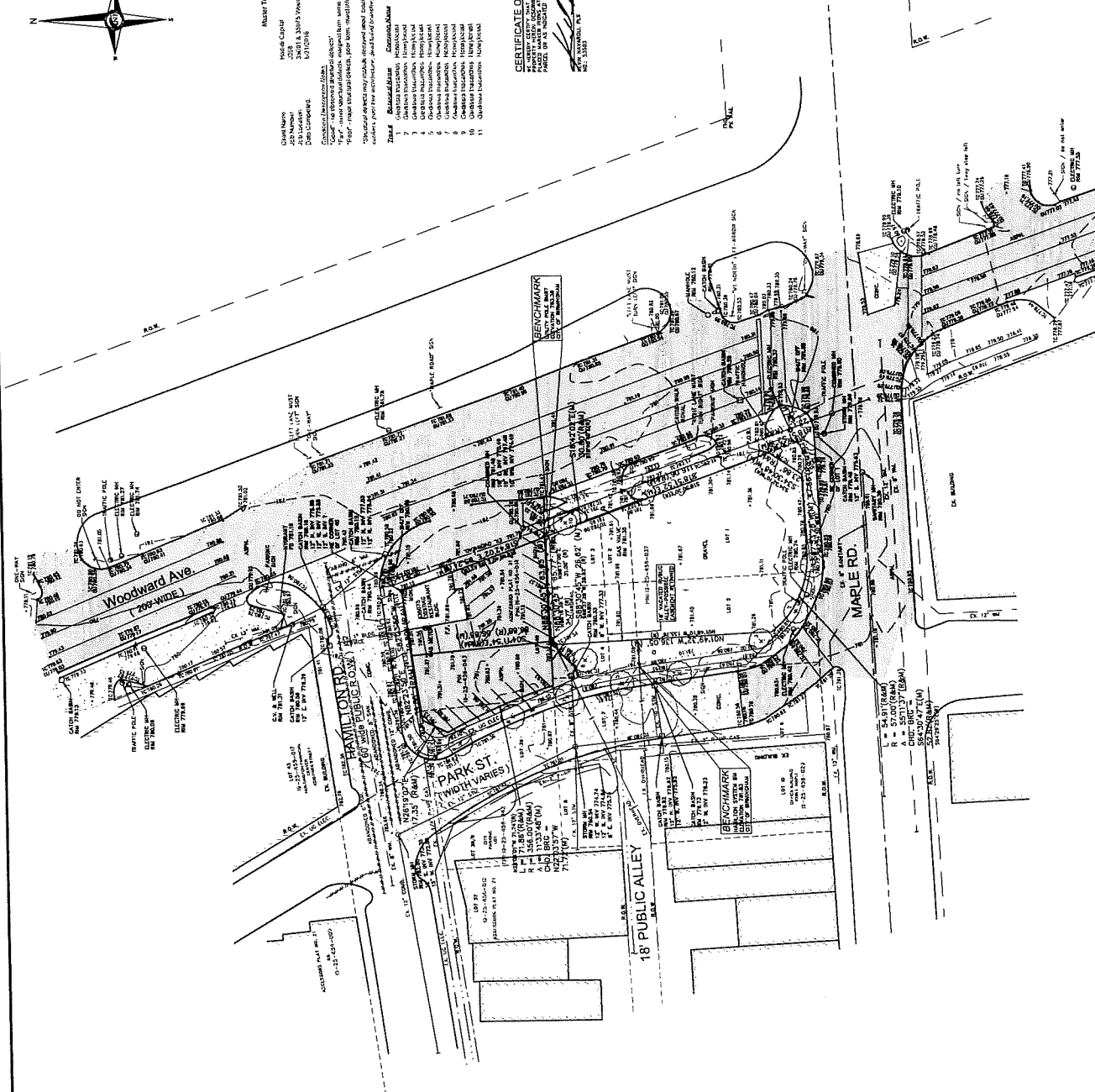
**811**  
Know what's below  
Call before you dig.

**REVISIONS**  
11-28-2018 Revised Per Client  
11-28-2018 Revised Per Client  
11-28-2018 Revised Per Client  
11-28-2018 Revised Per Client

**TOPOGRAPHIC SURVEY NOTES**

ALL ELEVATIONS ARE EXISTING ELEVATIONS UNLESS OTHERWISE NOTED.  
EXISTING ELEVATIONS WERE OBTAINED FROM AERIAL PHOTOGRAPHS AND FIELD SURVEY.  
THE SURVEY WAS CONDUCTED ON 09/28/2018.  
THE SURVEY WAS CONDUCTED BY K. BIDDISON.  
THE SURVEY WAS CONDUCTED BY K. BIDDISON.

LEGEND	
—	EXISTING BOUNDARY LINE
—	EXISTING SANITARY SEWER
—	EXISTING WATER MAIN
—	EXISTING STORM SEWER
—	EXISTING GAS MAIN
—	EXISTING ELEC. CONDUIT
—	EXISTING FENCE
—	EXISTING DRIVE
—	EXISTING WALKWAY
—	EXISTING POLE
—	EXISTING SIGN
—	EXISTING LIGHT
—	EXISTING SIGN
—	EXISTING LIGHT
—	EXISTING SIGN
—	EXISTING LIGHT



**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF THE LEASED PREMISES**

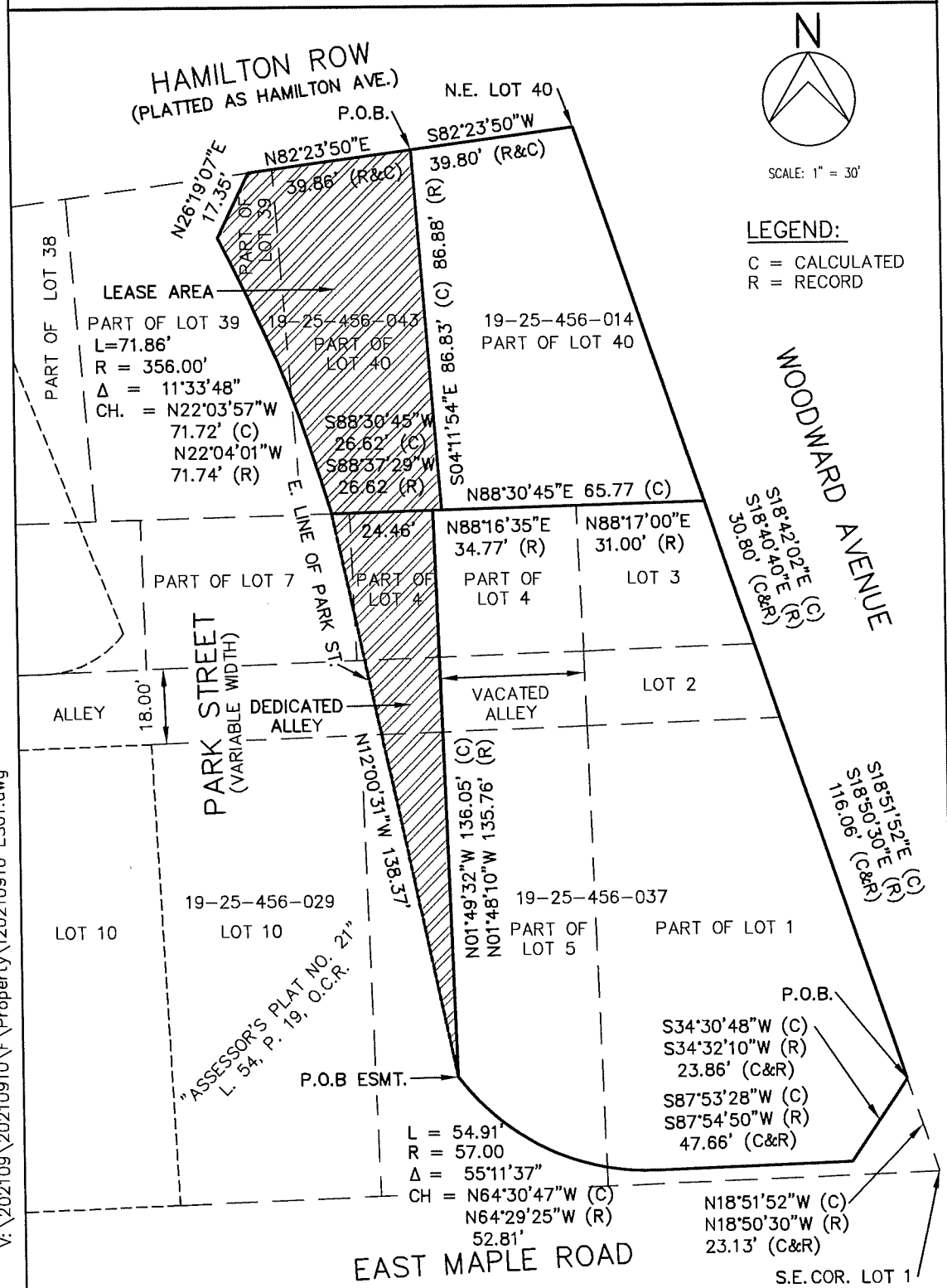
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Hebert Dave

# SKETCH OF EASEMENT



NOTE:  
VACATED ALLEY MAY HAVE RETAINED EASEMENT RIGHTS.

JOB NO.  
20210910  
DATE  
11/30/2021

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

555 HULET DRIVE  
BLOOMFIELD HILLS, MICH. 48303 - 0824  
PHONE: (248) 454-6300  
FAX (1st. Floor): (248) 454-6312  
FAX (2nd. Floor): (248) 454-6359  
WEB SITE: <http://www.hrcengr.com>

SHEET NO.  
1  
OF 2

11/30/2021 1:42 PM

### DESCRIPTION OF PROPERTY (19-25-456-037 TAKEN FROM RECORD)

Lots 1, 2, 3, part of Lots 4 and 5 and part vacated alley of "Assessor's Plat No. 21" a replat of Hamilton's Eastern addition, Van Every-Lawson Subdivision, Rundel Addition and part of the S.E. 1/4 of the S.W. 1/4 and S.W. 1/4 of S.E. 1/4 Section 25, T.2N., R.10E., City of Birmingham, Oakland County, Michigan, as recorded in Liber 54 of plats, Page 19, Oakland County Records, All described as: Beginning at a point distant N 18°50'30" W 23.13 feet from the Southeast corner of said Lot 1; thence S 34°32'10" W 23.86 feet; thence S 87°54'50" W 47.66 feet; thence along a curve to the right 54.91 feet, said curve having a radius of 57.00 feet and a chord bearing N 64°29'25" W 52.81 feet; thence N 01°48'10" W 135.76 feet; thence N 88°16'35" E 34.77 feet; thence N 88°17'00" E 31.00 feet; thence S 18°40'40" E 30.80 feet; thence S 18°50'30" E 116.06 feet to the Point of Beginning.

Subject to reservations, restrictions and easements of record if any.

### DESCRIPTION OF LEASE AREA

Part of Lots 4, 5, 7 and part of Alley "Assessor's Plat No. 21" a replat of Hamilton's Eastern addition, Van Every-Lawson Subdivision, Rundel Addition and part of the S.E. 1/4 of the S.W. 1/4 and S.W. 1/4 of S.E. 1/4 Section 25, T.2N., R.10E., City of Birmingham, Oakland County, Michigan, as recorded in Liber 54 of plats, Page 19, Oakland County Records, All described as: Beginning at a point N 18°51'52" W calculated (N 18°50'30" W record) 23.13 feet; thence S 34°30'48" W calculated (S 34°32'10" W record) 23.86 feet; thence S 87° 53'28" W (S 87°54'50" W record) 47.66 feet; thence along a curve to the right 54.91 feet, said curve having a radius of 57.00 feet and a chord bearing N 64°30'47" W calculated (N 64°29'25" W record) 52.81 feet distant from the Southeast corner of said Lot 1 to a point on the East line of Park Street and the Point of Beginning; thence N 12°00'31" W 138.37 feet; thence N 88°30'45" E 24.46 feet to a point on the East line of said Park Street; thence along the East line of said Park Street S 01°49'32" E 136.05 feet calculated (S 01°48'10" E 135.76 record) to the Point of Beginning.

Containing 1,664 square feet, or 0.038 acres, more or less.

### DESCRIPTION OF PROPERTY (19-25-456-043 TAKEN FROM RECORD)

Part of Lots 39 and 40 of "Assessor's Plat No. 21" a replat of Hamilton's Eastern addition, Van Every-Lawson Subdivision, Rundel Addition and part of the S.E. 1/4 of the S.W. 1/4 and S.W. 1/4 of S.E. 1/4 Section 25, T.2N., R.10E., City of Birmingham, Oakland County, Michigan, as recorded in Liber 54 of plats, Page 19, Oakland County Records, All described as: Beginning at a point distant S 82°23'50" W 39.80 feet from the Northeast corner of said Lot 40; thence S 04°11'54" E 86.88 feet; thence S 88°37'29" W 26.62 feet to a point on the East line of Park Street; thence along the East line of said Park Street on a curve to the left 71.86 feet, said curve having a radius of 356.00 feet and a chord bearing N 22°04'01" W 71.74 feet; thence N 26°19'07" E 17.35 feet; thence N 82°23'50" E 39.86 feet to the Point of Beginning. Containing 3,204 square feet or 0.07 acres, more or less.

Subject to reservations, restrictions and easements of record if any.

### DESCRIPTION OF LEASE AREA

Part of Lots 39 and 40 of "Assessor's Plat No. 21" a replat of Hamilton's Eastern addition, Van Every-Lawson Subdivision, Rundel Addition and part of the S.E. 1/4 of the S.W. 1/4 and S.W. 1/4 of S.E. 1/4 Section 25, T.2N., R.10E., City of Birmingham, Oakland County, Michigan, as recorded in Liber 54 of plats, Page 19, Oakland County Records, All described as: Beginning at a point distant S 82°23'50" W 39.80 feet from the Northeast corner of said Lot 40; thence S 04°11'54" E 86.83 calculated (86.88 feet record); thence S 88°30'45" W 26.62 feet calculated (S 88°37'29" W 26.62 feet calculated) to a point on the East line of Park Street; thence along the East line of said Park Street on a curve to the left 71.86 feet, said curve having a radius of 356.00 feet and a chord bearing N 22°03'57" W 71.72 feet calculated (N 22°04'01" W 71.74 feet record); thence N 26°19'07" E 17.35 feet; thence N 82°23'50" E 39.86 feet to the Point of Beginning.

Containing 3,204 square feet or 0.07 acres, more or less.

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Hebert Dave

JOB NO.  
20210910  
DATE  
11/30/2021

  
**HUBBELL, ROTH & PARK, INC.**  
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE  
BLOOMFIELD HILLS, MICH. 48303-0624  
PHONE: (248) 454-6300  
FAX (1st Floor): (248) 454-6312  
FAX (2nd Floor): (248) 454-6359  
WEB SITE: <http://www.hrcengr.com>

SHEET NO.  
2  
OF 2

**EXHIBIT "C"**  
**SITE PLAN OF THE PROJECT**

PROPOSED BUILDING FOR:

# The Maple

PROJECT LOCATION	TITLE SHEET
35001 AND 35075 WOODWARD AVE. BIRMINGHAM, MI 48009	T-101
ZONED: B-4 BUSINESS-RESIDENTIAL OVERLAY ZONING DISTRICT: D-4	SP-1 SITE SURVEY
	SP-2 PRELIMINARY SITE PLAN
	SP-101 ARCHITECTURAL SITE PLAN DETAILS
	SP-401 SITE PLAN DETAILS
	L-1 LANDSCAPE PLAN
	H-1 SITE PHOTOMETRIC
	LL-100 LOWER LEVEL 1 PARKING PLAN
	LL-101 LOWER LEVEL 2 PARKING PLAN
	A-101 FIRST FLOOR PLAN
	A-102 SECOND FLOOR PLAN
A-103 THIRD FLOOR PLAN	
A-104 FOURTH FLOOR PLAN	
A-105 FIFTH FLOOR PLAN	
A-106 ROOF PLAN	
A-201 EXTERIOR ELEVATION	
A-202 EXTERIOR ELEVATION	
A-203 EXTERIOR ELEVATION	
A-301 EXTERIOR PERSPECTIVE IMAGES	
A-302 EXTERIOR PERSPECTIVE IMAGES	

## Project data

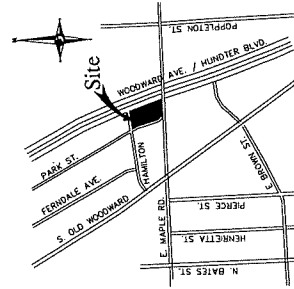
[illegible]

BUILDING AREA:	101,970 SQFT
PARKING AREA:	48,732 SQFT
TOTAL BUILDING & PARKING AREA:	150,702 SQFT
BUILDING USE:	M: MERCANTILE

2015 WBC	TYPE IIA (PROTECTED)	ISSUED (for
NFPA 220	TYPE II-000	03.29.18
	SITE PLAN REVIEW	11.26.18
	SITE PLAN REVISION	02.20.19
	SITE PLAN REVISION	02.20.19
	SITE PLAN REVIEW	06.13.19
	SITE PLAN REVIEW	11.29.19
	SITE PLAN REVISION	03.14.20
	SITE PLAN REVIEW	03.14.20
	SITE PLAN REVIEW	08.04.20
	SITE PLAN REVIEW	10.22.20
	FINAL PLAN APPROVAL	06.14.21



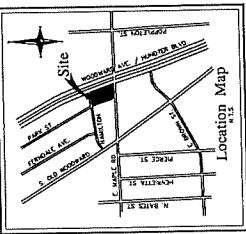
Project no.	1971.16
THE MAPLE	
Sheet no.	T-101



**LOCATION MAP**  
SCALE NOT TO SCALE

**FIRE SUPPRESSION NOTE:** BUILDINGS WILL BE EQUIPPED WITH A FULLY AUTOMATIC FIRE PROTECTION SYSTEM (WET PIPE FIRE SUPPRESSION SYSTEM). WORK WILL BE IN ACCORDANCE WITH ALL M.B.C. REQUIREMENTS AND CITY OF BIRMINGHAM ORDINANCES. PERMITS SHALL BE OBTAINED FROM THE CITY ENGINEER'S OFFICE PRIOR TO ANY CONSTRUCTION. ALL ELECTRICAL, PLUMBING, MECHANICAL, AND HVAC WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND STANDARDS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, NATIONAL PLUMBING CODE, NATIONAL MECHANICAL CODE, AND NATIONAL HVAC CODE. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL FIRE CODE, INTERNATIONAL SAFETY CODE, AND INTERNATIONAL HEALTH CODE. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) BOILER AND PRESSURE VESSEL CODE, ASME PIPING CODE, AND ASME ELECTRICITY CODE. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN INSTITUTE OF ARCHITECTS (AIA) STANDARD SPECIFICATIONS FOR BUILDING CONSTRUCTION, AND THE LATEST EDITIONS OF THE AMERICAN CONSULTING ENGINEERS' ASSOCIATION (ACEC) STANDARD SPECIFICATIONS FOR ELECTRICAL, MECHANICAL, AND PLUMBING WORK.

NOTE: FIRE PROTECTION SYSTEM FOR THE BUILDING EQUAL TO GROUND FLOOR. ORDINARY HAZARD AND FLOORS 2-5 LIGHT HAZARD (DIFF. 2) RESIDENTIAL U.P.A. NO. 13 CRITERIA AND SECTION 803.3.1.1 WITH ONE (1) 1/2" D.I. BUILDING SERVICE PROVIDED. TYPE 2A FIRE EXTINGUISHERS SHALL BE PROVIDED AND SPACED A MAX. OF 75' APART PER SECTION 800.1 OF THE 2012 INTERNATIONAL FIRE MARSHAL CODE AND ONE BY THE DIRECTION OF THE FIRE MARSHAL.



**NAME TITLE LIST**

NAME TITLE  
N. Nowak Principal  
J. Raus Principal  
J. Nowak Surveyor  
J. Raus Surveyor

35001 & 35075 Woodward Ave  
Farmington, MI 48334-5032

35001 & 35075 Woodward Ave  
Farmington, MI 48334-5032

35001 & 35075 Woodward Ave  
Farmington, MI 48334-5032

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35001 & 35075 Woodward Ave  
Farmington, MI 48334-5032

**CERTIFICATE OF SURVEY**

WE, THE UNDERSIGNED, A Licensed Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land described in the foregoing.

WITNESSED my hand and the seal of my office this 1st day of May, 2008.

JOHN J. WILLIAMS, P.E.  
Professional Engineer  
No. 25000

DATE: 05-01-2008

BY: [Signature]

FOR: [Signature]

DATE: 05-01-2008

BY: [Signature]

FOR: [Signature]

DATE: 05-01-2008

BY: [Signature]

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**LEGAL DESCRIPTION**

35001 & 35075 Woodward Ave

19-25-44-237

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**TOPOGRAPHIC SURVEY NOTES**

ALL ELEVATIONS ARE EXISTING EXCEPT WHERE SHOWN OTHERWISE.

UNIT LOCATIONS WERE OBTAINED FROM METEOROLOGICAL RECORDS.

THE DATA WAS NOT SUFFICIENT TO DETERMINE THE EXISTING SURFACE.

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**LEGEND**

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EXISTING SURFACE BUNKER













PROJECT  
38001 & 35075 Woodward

CLIENT  
Hudson Architecture  
320 Marine, Suite 10  
Birmingham, MI 48009  
Contact: Kevin Hudson  
Ph: (248) 554-8800

PROJECT LOCATION  
Part of Section 25  
T.2 North, R. 10 East  
City of Birmingham,  
Oakland County, Michigan

DATE  
Landscape Plan



NOTES  
1. SEE PLANS FOR ALL NOTES.  
2. SEE PLANS FOR ALL NOTES.  
3. SEE PLANS FOR ALL NOTES.  
4. SEE PLANS FOR ALL NOTES.  
5. SEE PLANS FOR ALL NOTES.

DESIGNED BY  
G. D. Novak  
CHECKED BY  
G. D. Novak  
DATE  
November 26, 2018  
SCALE  
1" = 30'

PROJECT NO.  
3398-01  
SHEET NO.  
LI

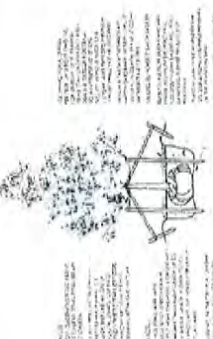


**PLANT SCHEDULE**

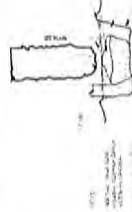
NO.	PLANT	QUANTITY	REMARKS
1	PLANT SCHEDULE	1	SEE PLANS FOR ALL NOTES.
2	PLANT SCHEDULE	1	SEE PLANS FOR ALL NOTES.
3	PLANT SCHEDULE	1	SEE PLANS FOR ALL NOTES.
4	PLANT SCHEDULE	1	SEE PLANS FOR ALL NOTES.
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8	PLANT SCHEDULE	1	SEE PLANS FOR ALL NOTES.
9	PLANT SCHEDULE	1	SEE PLANS FOR ALL NOTES.
10	PLANT SCHEDULE	1	SEE PLANS FOR ALL NOTES.

**GENERAL LANDSCAPE NOTES**

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM PLANTING SPECIFICATIONS.
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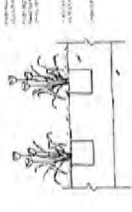
DECIDUOUS TREE PLANTING DETAIL



UPRIGHT EVERGREEN PLANTING DETAIL



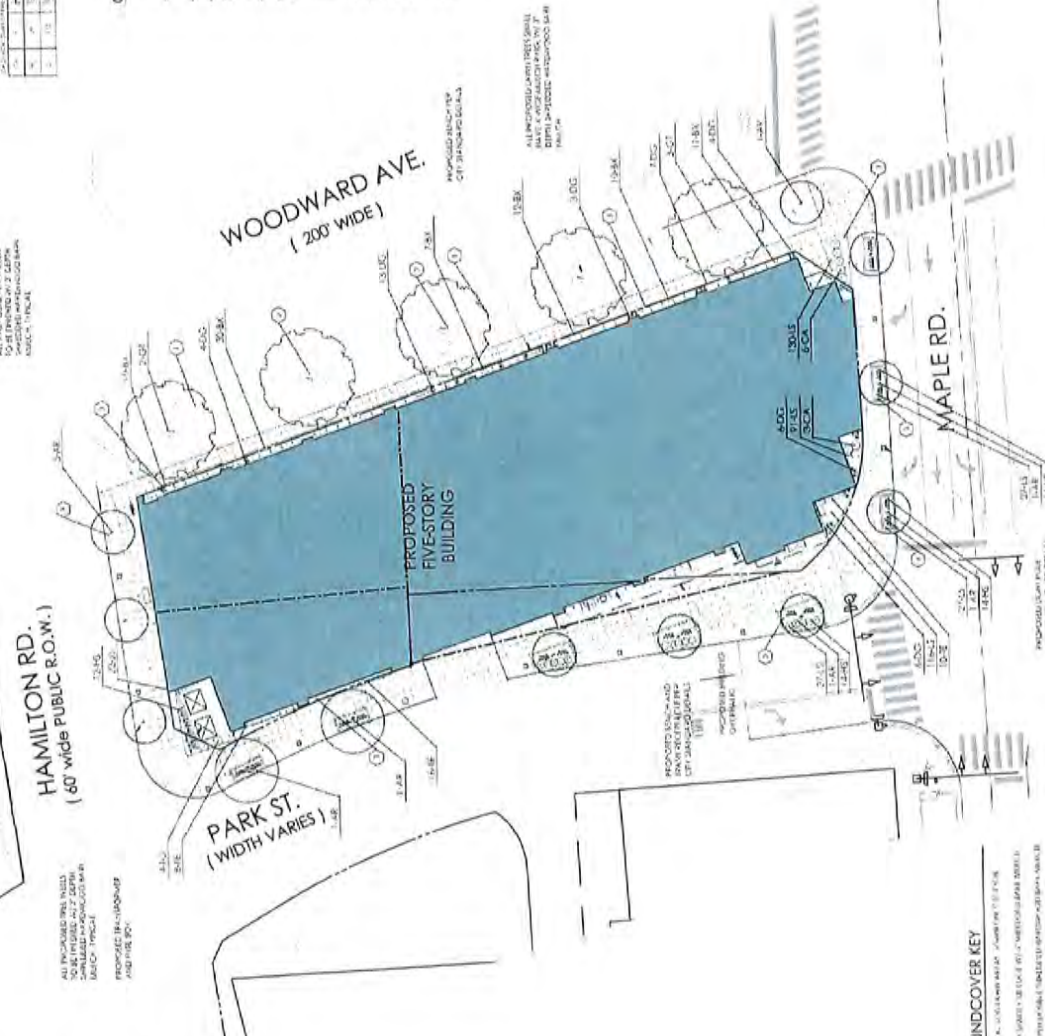
HEDGE PLANTING DETAIL



PERENNIAL PLANTING DETAIL

**GENERAL SOO NOTE:**

ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM PLANTING SPECIFICATIONS. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM PLANTING SPECIFICATIONS. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM PLANTING SPECIFICATIONS.



**GROUND COVER KEY**

- 1. TURF, 100% COVER, 1" DEEP, 1" WIDE, 1" HIGH
- 2. TURF, 100% COVER, 1" DEEP, 1" WIDE, 1" HIGH
- 3. TURF, 100% COVER, 1" DEEP, 1" WIDE, 1" HIGH

**7C**

PROPOSED BUILDING FOR  
**The Maple**

3501 and 35075 Woodward Ave.  
Birmingham, Michigan

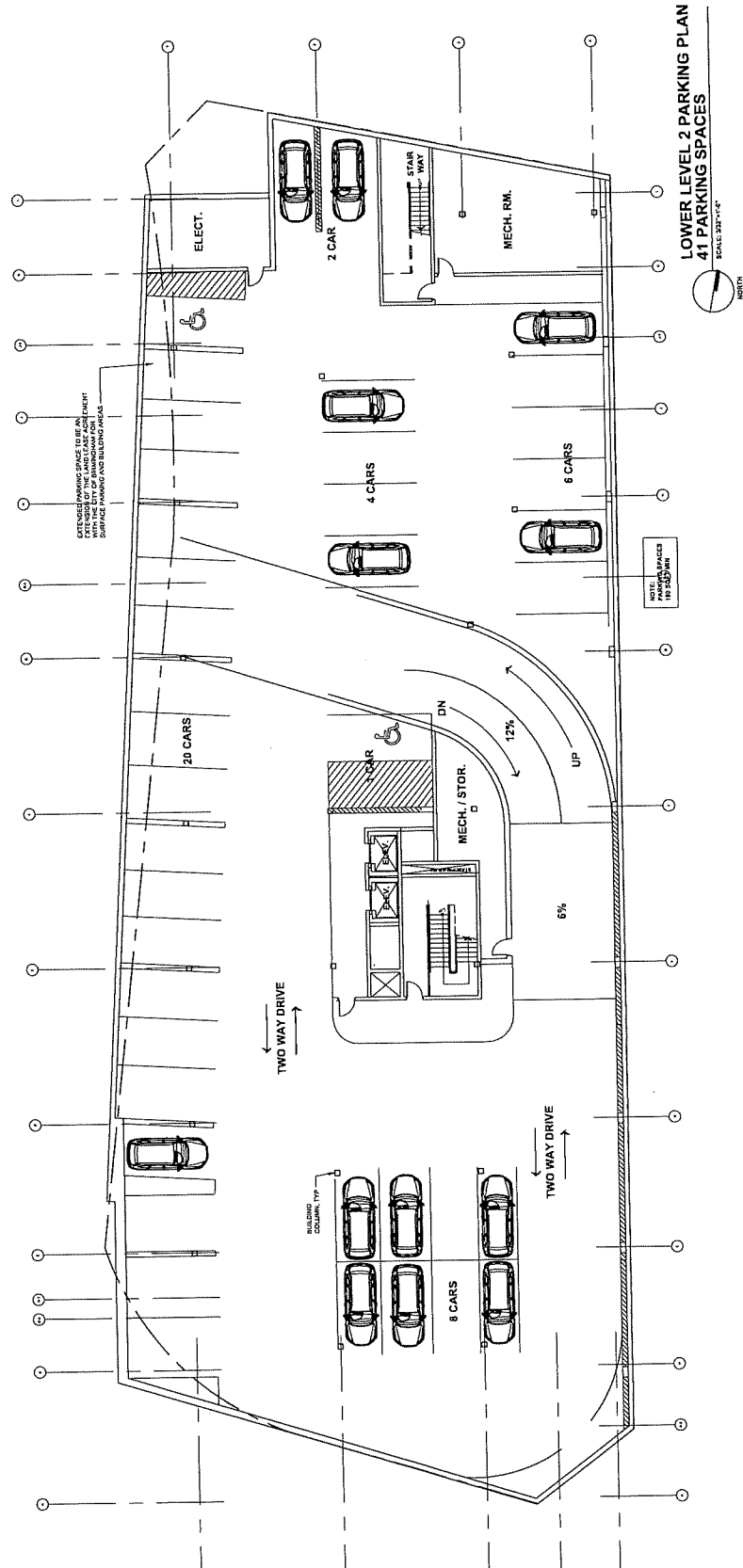
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SITE PLAN REVIEW 05.13	
SITE PLAN REVIEW 10.18	
SITE PLAN REVIEW 11.22	
SITE PLAN REVIEW 01.02	
SITE PLAN REVIEW 01.02	
SITE PLAN REVIEW 01.02	
SITE PLAN REVIEW 05.04	
SITE PLAN REVIEW 05.04	
SITE PLAN APPROVAL 10.22	
SITE PLAN REVIEW 06.14	

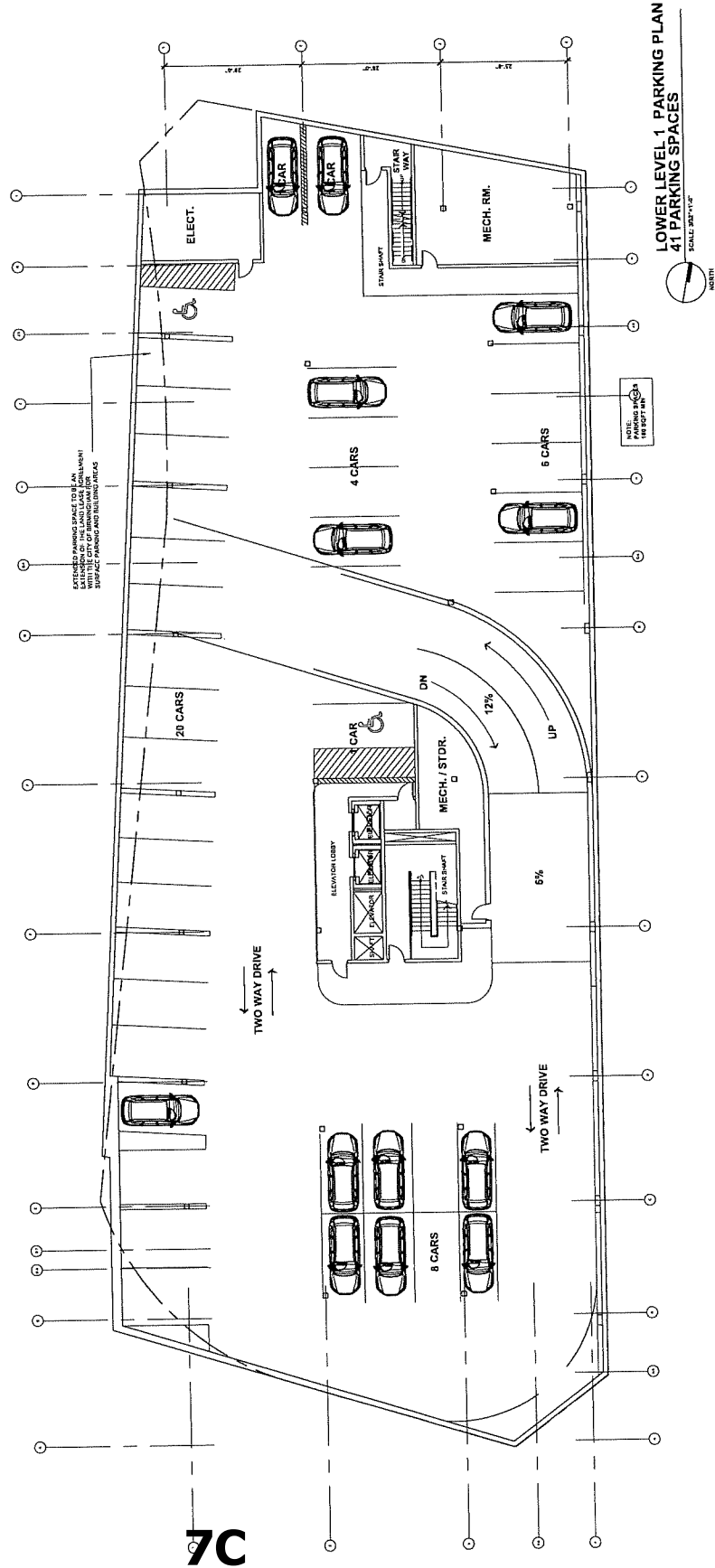
**LOWER LEVEL 2  
PARKING PLAN**

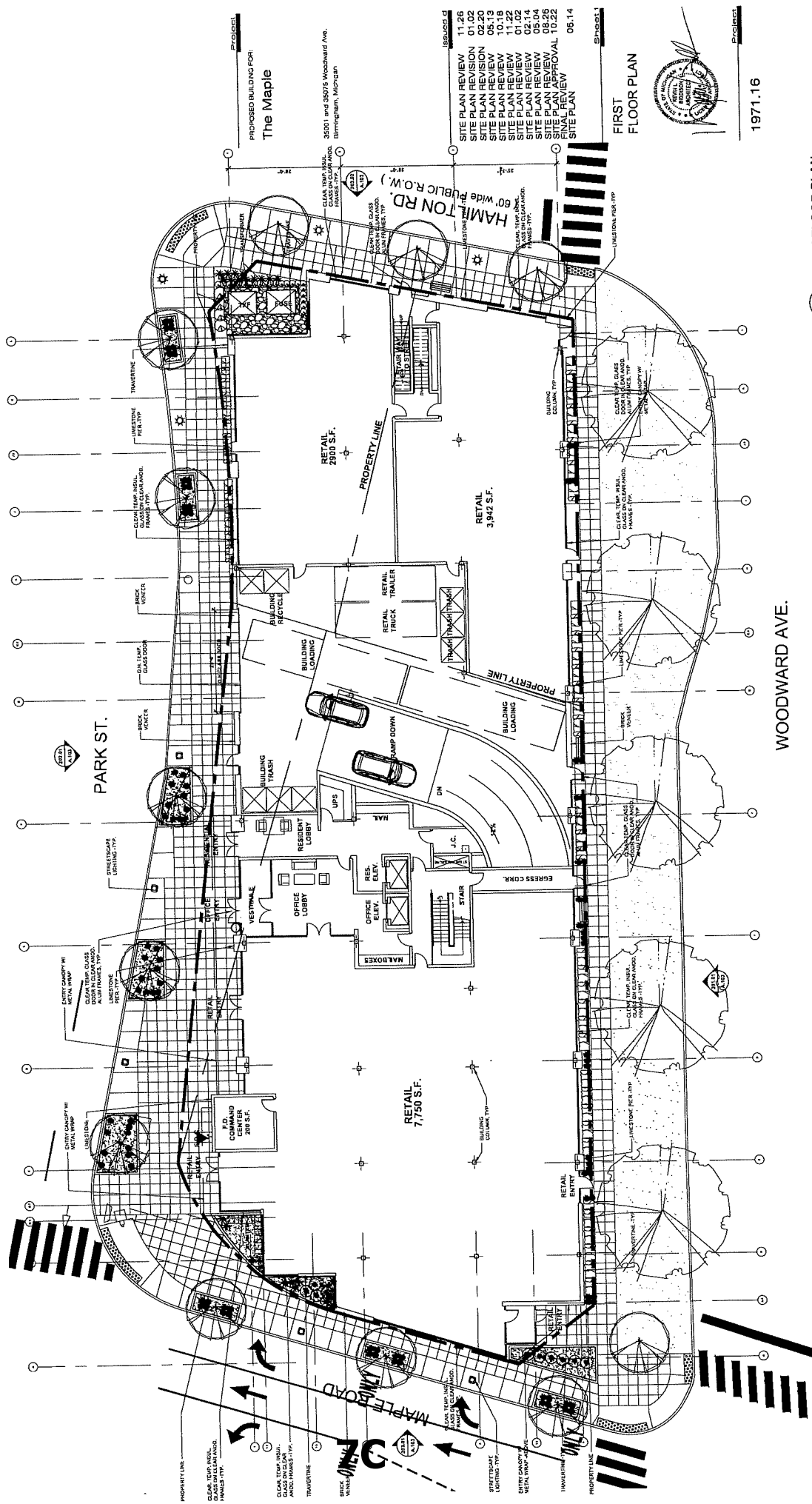


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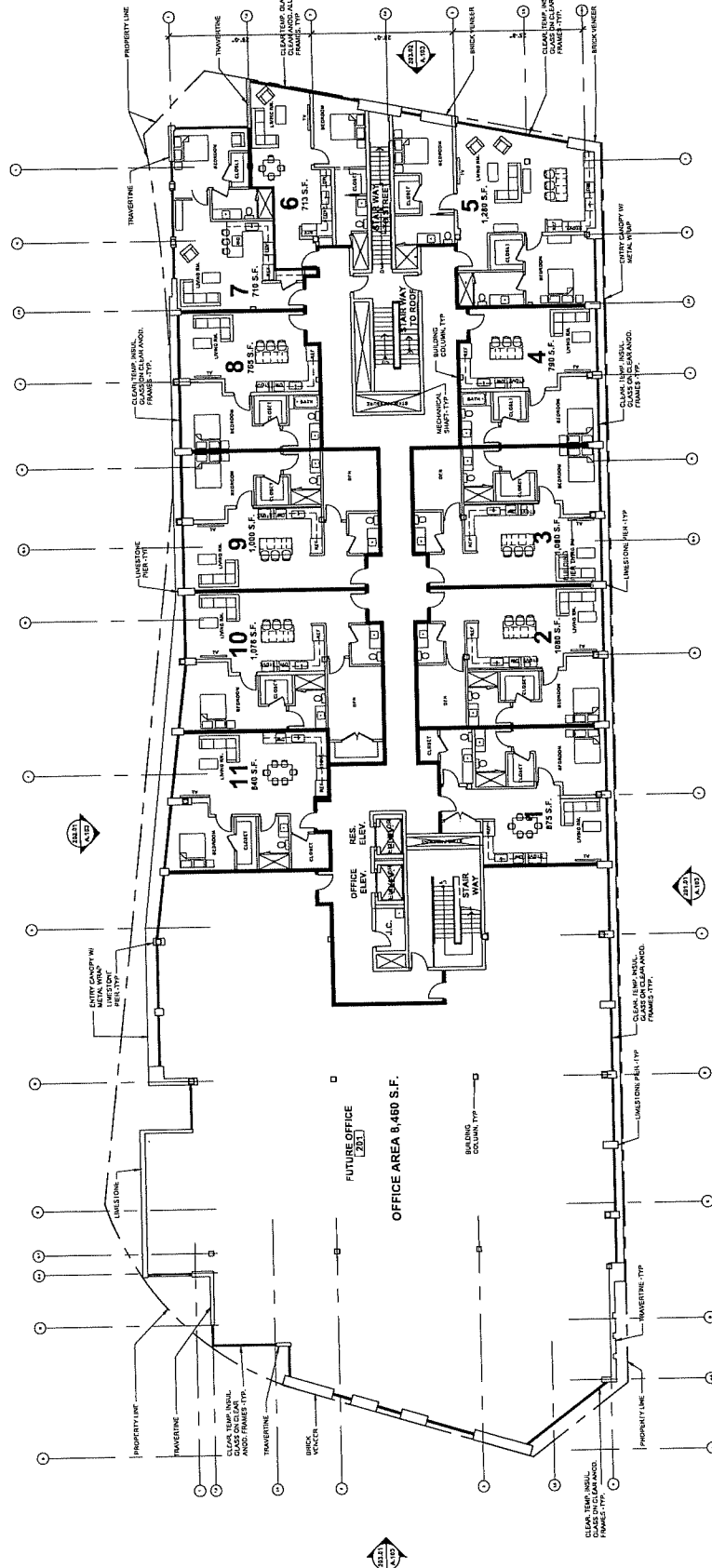
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PROPOSED BUILDING FOR  
The Maple

3501 and 35075 Woodward Ave.  
Birmingham, Michigan

SUBJECT 2  
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SITE PLAN REVIEW 01.26  
SITE PLAN REVIEW 02.20  
SITE PLAN REVIEW 05.13  
SITE PLAN REVIEW 10.18  
SITE PLAN REVIEW 01.02  
SITE PLAN REVIEW 01.02  
SITE PLAN REVIEW 02.14  
SITE PLAN REVIEW 05.04  
SITE PLAN REVIEW 05.26  
FINAL REVIEW 10.22  
SITE PLAN 06.14

SHEET 1

THIRD  
FLOOR PLAN

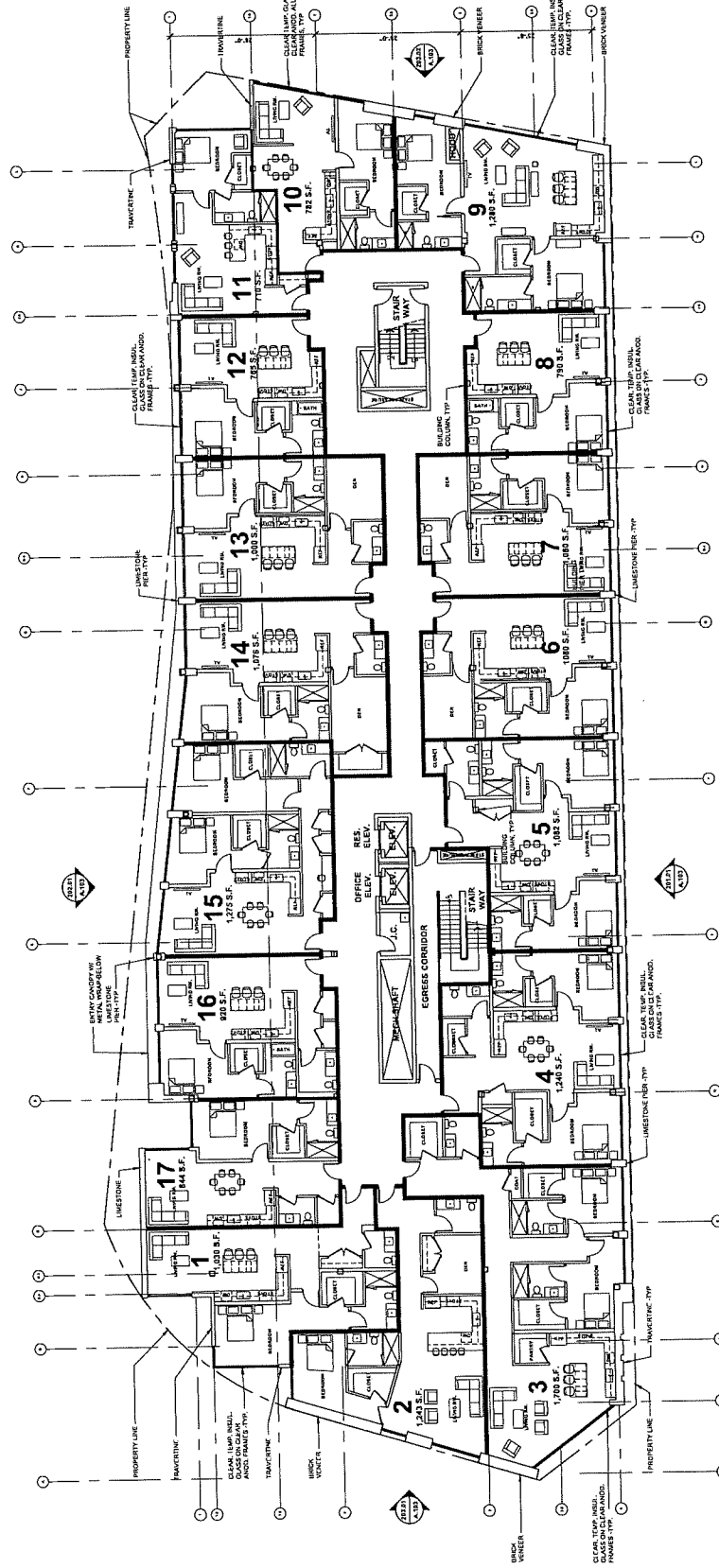


PROJECT

1971.16

SHEET

A.103



RESIDENTIAL USE  
THIRD FLOOR PLAN

SCALE 3/32" = 1'-0"



## RECEIVED JUL 11 1996 FOR:

35001 and 35075 Woodward Ave.  
Birmingham, Michigan

ISSUED	
11.26	SITE PLAN REVIEW
01.02	SITE PLAN REVISION
02.20	SITE PLAN REVISION
05.13	SITE PLAN REVIEW
05.18	SITE PLAN REVIEW
11.22	SITE PLAN REVIEW
01.02	SITE PLAN REVIEW
02.14	SITE PLAN REVIEW
05.04	SITE PLAN REVIEW
08.26	SITE PLAN REVIEW
10.22	SITE PLAN APPROVAL
	SITE PLAN REVIEW
06.14	FINAL PLAN

Sheet 1

## FOURTH FLOOR PLAN



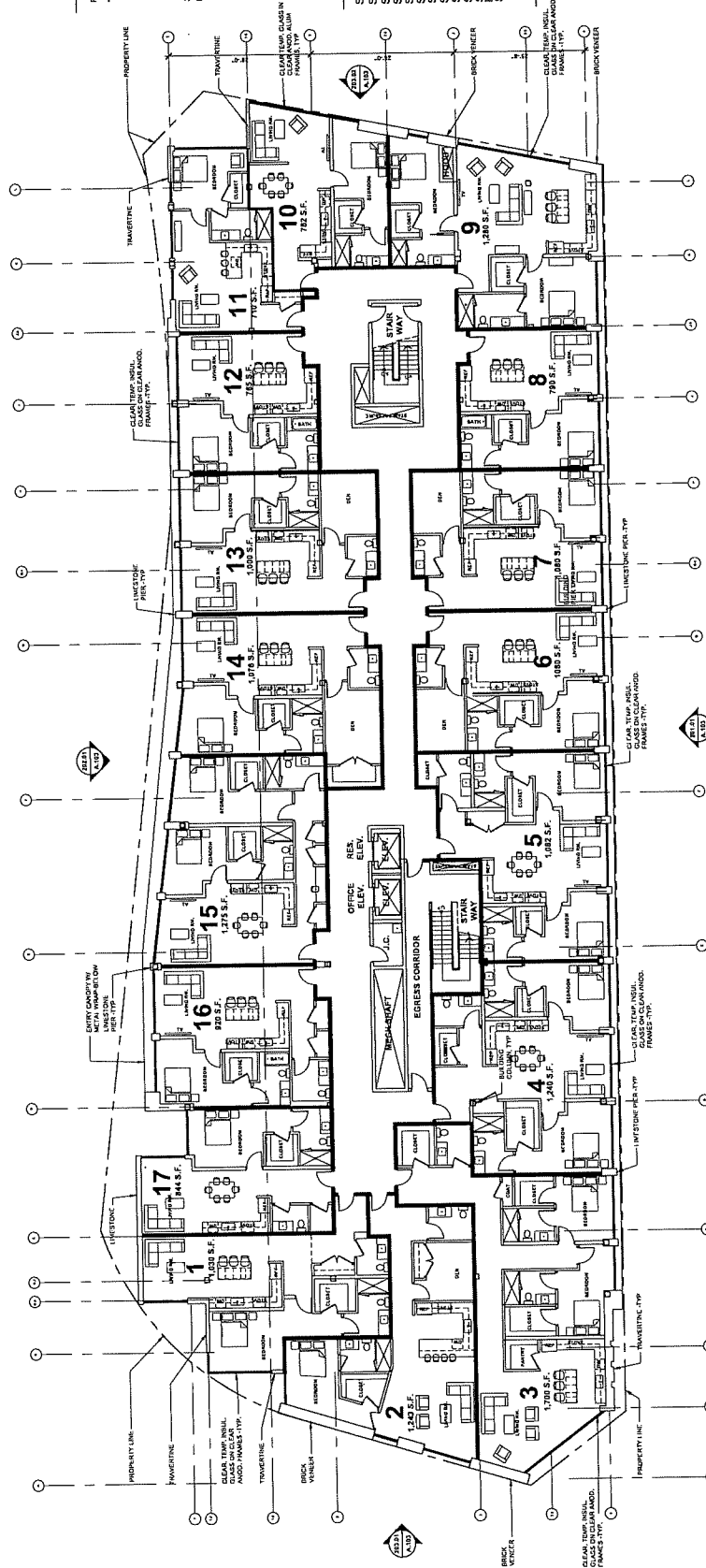
Project

RESIDENTIAL USE  
FOURTH FLOOR PLAN  
SCALE: 3/32"=1'-0"

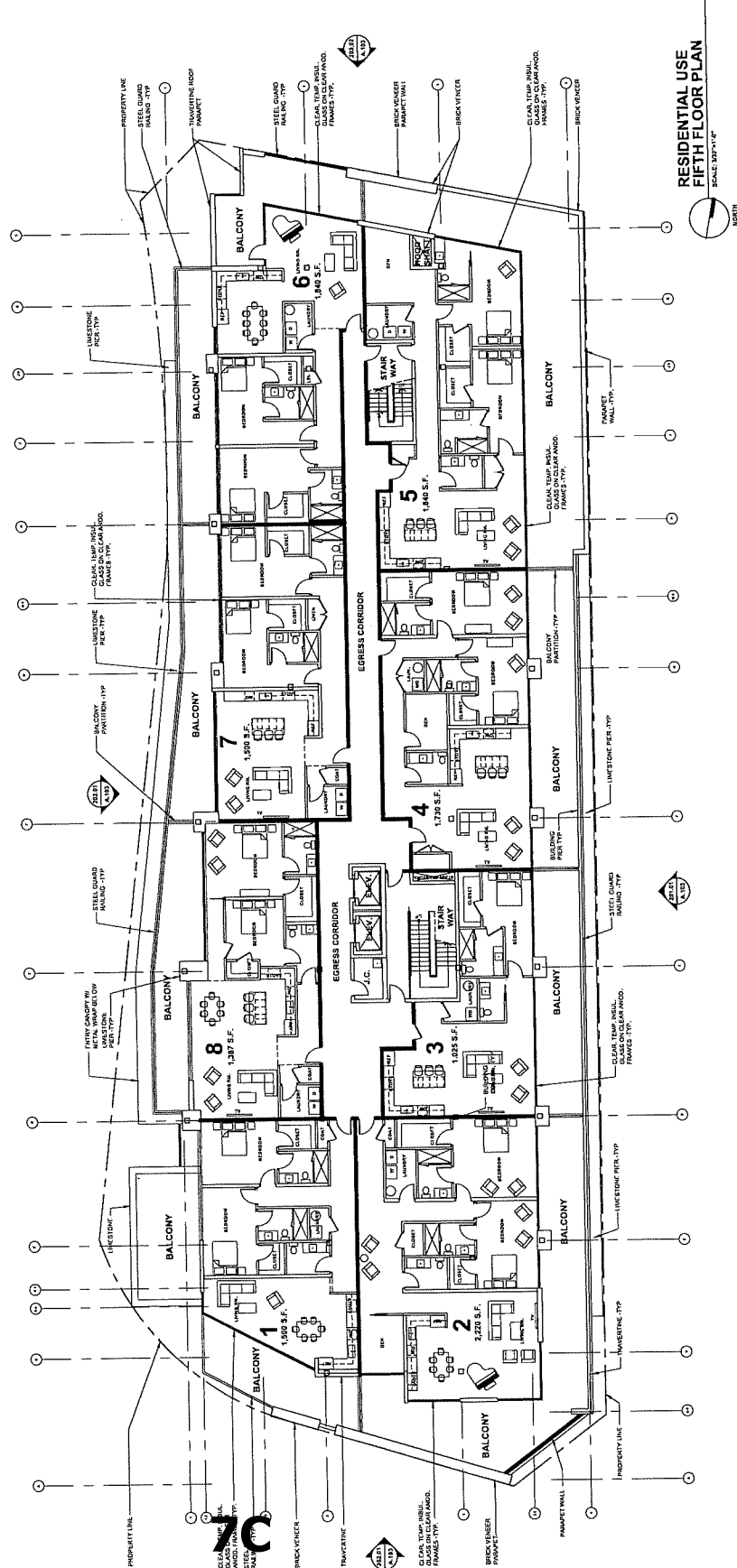
RESIDENT  
FOURTH  
SCALE: 3/32"=1'-0"

Sheet

A.104



SITE PLAN REVIEW	11.26
SITE PLAN REVISION	01.02
SITE PLAN REVISION	02.20
SITE PLAN REVISION	03.08
SITE PLAN REVIEW	10.18
SITE PLAN REVIEW	11.22
SITE PLAN REVIEW	01.22
SITE PLAN REVIEW	05.04
SITE PLAN REVIEW	06.14
SITE PLAN REVIEW	08.26
SITE PLAN REVIEW	10.22
FINAL APPROVAL	06.14



RESIDENTIAL USE  
FIFTH FLOOR PLAN

SCALE 3/32" = 1'-0"

NORTH







PROPOSED BUILDING FOR  
**The Maple**

35001 and 36015 Woodward Ave.  
Birmingham, Michigan

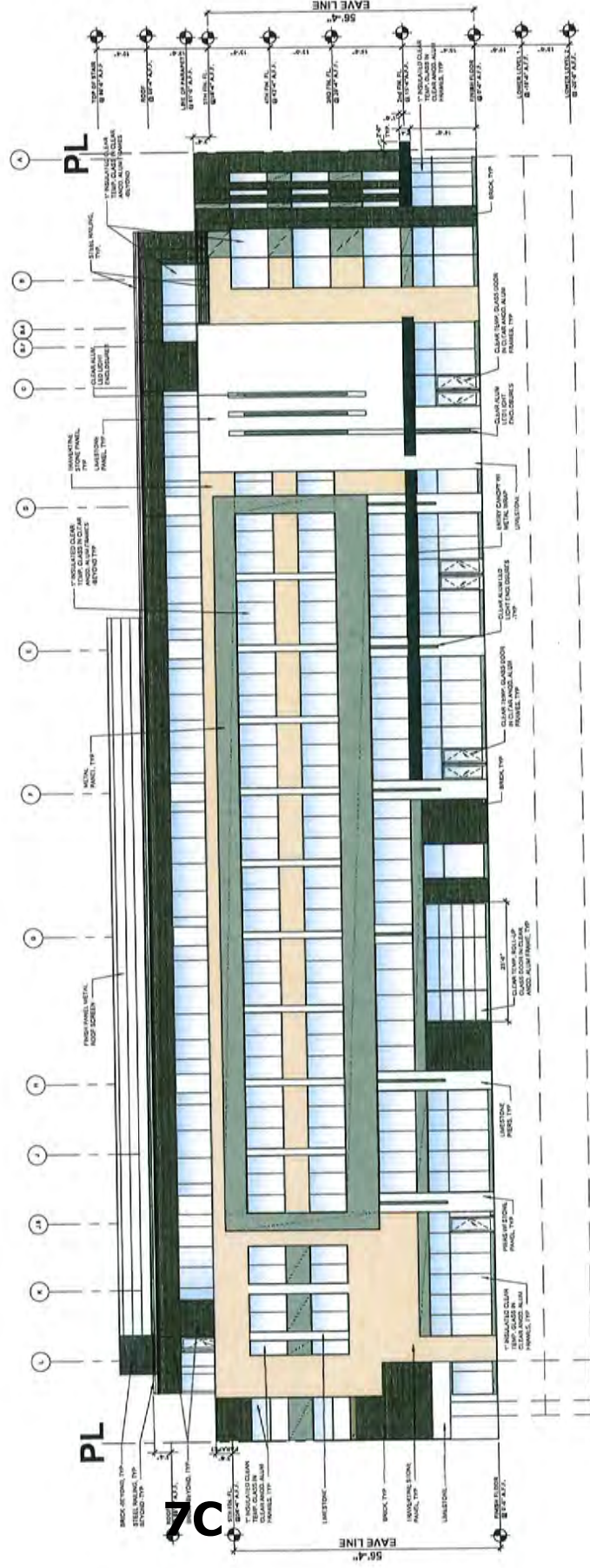
- REVISIONS
- 03.26 SITE PLAN REVIEW
  - 11.26 SITE PLAN REVIEW
  - 05.13 SITE PLAN REVIEW
  - 01.22 SITE PLAN REVIEW
  - 01.02 SITE PLAN REVIEW
  - 02.14 SITE PLAN REVIEW
  - 10.22 SITE PLAN REVIEW
  - 06.14 FINAL REVIEW

ELEVATIONS



PROJECT  
1971.16

Sheet  
A.202



WEST ELEVATION  
SCALE 3/32"=1'-0"

ELEVATION	WALL	GLASS
WEST	10.0%	5.0%
TOTAL	15.0%	5.0%
% OF TOTAL	88.7%	22.7%
REQUIRED %	85% MIN	20% MAX

ELEVATION	WALL	GLASS
WEST	10.0%	5.0%
TOTAL	15.0%	5.0%
% OF TOTAL	88.7%	22.7%
REQUIRED %	85% MIN	20% MAX







NORTHEAST PERSPECTIVE IMAGE



SOUTHEAST PERSPECTIVE IMAGE



EAST PERSPECTIVE IMAGE



SOUTHWEST PERSPECTIVE IMAGE

Include 6	
SITE PLAN REVIEW	11.26
SITE PLAN REVIEW	05.13
SITE PLAN REVIEW	11.22
SITE PLAN REVIEW	05.02
SITE PLAN REVIEW	05.04
SITE PLAN REVIEW	10.22
SITE PLAN REVIEW	05.14





PROPOSED BUILDING FOR  
**The Maple**

20021 and 20075 Woodward Ave.  
 Birmingham, Michigan

ISSUED FOR	11.26
SITE PLAN REVIEW	05.13
SITE PLAN REVIEW	11.22
SITE PLAN REVIEW	01.02
SITE PLAN REVIEW	03.14
SITE PLAN REVIEW	03.14
SITE PLAN APPROVAL	10.22
FINAL REVIEW	06.14
SITE PLAN	

PERSPECTIVE  
 IMAGES



1971.16

A.302



EAST AERIAL IMAGE



NORTH AERIAL IMAGE



SOUTH AERIAL IMAGE



WEST AERIAL IMAGE



## MEMORANDUM

Legal Department

**DATE:** November 14, 2022

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

**FROM:** Mary M. Kucharek

**SUBJECT:** Mr. Oh

---

### INTRODUCTION:

At the October 3<sup>rd</sup>, 2022 Birmingham City Commission meeting the Commission was presented an Advisory Opinion of the City of Birmingham Ethics Board dated September 22<sup>nd</sup>, 2022. The Opinion was given in response to a request for an Advisory Opinion regarding Mr. Samuel Oh. Mr. Oh is a member of the Birmingham Triangle District Corridor Improvement Authority. After a hearing before the Ethics Board, the Ethics Board drafted an eight-page Opinion regarding the conduct of Mr. Oh.

### BACKGROUND:

The City Commission has appointed the Board of Ethics, consisting of three members, for the purpose of interpreting the Code of Ethics. The function of the Board of Ethics is to either hear complaints as to whether someone has violated the Code of Ethics or to issue an Advisory Opinion that will be communicated to an individual, the City Commission, and the public as to how persons should conduct their activity in order to be in conformance with the Code of Ethics. After the Board has conducted an Ethics Board meeting, and has heard and gathered information, facts, and exhibits, they ultimately offer an opinion. In this case, the Board of Ethics met on two occasions after receiving a request for an Advisory Opinion regarding Mr. Oh; one time to hear testimony and evidence regarding the conduct of Mr. Oh, and then secondly, a meeting to discuss their opinion and to draft a written opinion advising Mr. Oh and others the proper way to conduct themselves in the future in order to properly conform to the Code of Ethics. The Board of Ethics, as stated in their Advisory Opinion, have 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.

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 who has been appointed by the City Commission to serve on the Birmingham Triangle District Corridor Improvement Authority. The Board of Ethics have found that Mr. Oh's behavior has not conformed to the Code of Conduct and, therefore, pursuant to Sec. 2-325(b)(3) the Commission shall be responsible for imposing any sanction for a violation. The Code of Ethics does not demand, require, or state what those sanctions are, or could be. Sanctions can be a continuum from no action at one end to the removal from one's position at the other. Therefore, the purpose of this action item is for the City Commission to first determine if there will be sanctions for non-conformity with the Birmingham Ethics Code of Conduct, and then secondly, what those sanctions will be. It is not the City Commission's role to re-adjudicate the case as was competed by the Ethics Board; it is only the City Commission's role to determine sanctions.

#### LEGAL REVIEW:

The City's Attorney's office has reviewed the Code of Ethics and the Ethics Board has performed its duties properly. Sanctions for violations of the Code of Ethics are only determined by the City Commission. Sanctions can be anything from a verbal reprimand, a letter of reprimand, or any other sanction the Commission sees fit, including and up to the removal from one's position. In order to remove a person from a Board there are legal due process requirements which must be completed. If the City Commission were to determine removal from the Birmingham Triangle District Corridor Improvement Authority as the appropriate sanction, we would conduct a public hearing wherein Mr. Oh and any other witness could testify before the City Commission. The City Commission would then make a determination if removal is appropriate at the conclusion of the hearing. Any other sanctions can be determined at the present City Commission meeting. For any sanction ordered, the City Commission should set a timeline for the completion of any action required. It is not the City Commission's role to re-adjudicate the case as was competed by the Ethics Board; it is only the City Commission's role to determine sanctions.

#### FISCAL IMPACT:

There is no fiscal impact.

#### PUBLIC COMMUNICATIONS:

All actions at the Ethics Board were conducted pursuant to the Open Meetings Act, and all actions and activities including the draft opinion were done in a public meeting. If the City Commission were to determine removal from the Triangle District Corridor Improvement Authority is appropriate, public hearings with proper public notice would be a given for future action. This action item complies with the Open Meetings Act.

#### SUMMARY:

The City Commission is being asked to determine if it will sanction Mr. Oh for non-conformity with the Birmingham City Ordinance and to determine the appropriate sanction.

#### ATTACHMENTS:

Advisory Opinion from the Ethics Board.

#### SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to sanction Mr. Oh for nonconformity with the Ethics Ordinance and to determine that the appropriate sanction ordered by the City Commission be

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**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 Wysz 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. Wysz'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. Wysz 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.

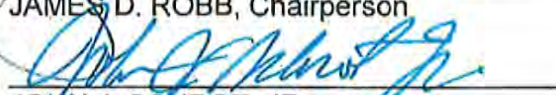
While this Board's Advisory Opinion will be published and communicated to the City Commission and the public (pursuant to Section 2-325(b)(2)), it is intended to assist Mr. Oh with respect to his future conduct. In that regard, it may be viewed as preventative and educational, and the City is providing 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. Wisz, 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.



## MEMORANDUM

City Manager's Office

**DATE:** November 7, 2022

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

**FROM:** Melissa Fairbairn, Assistant to the City Manager

**SUBJECT:** Strategic Goals

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### INTRODUCTION:

At the October 11, 2022, Strategic Planning meeting facilitated by Dr. Lew Bender, the Commission identified its priorities for strategic goals as community and sustainability. The Commission directed staff to create recommended actions for each priority. The Manager's Office staff discussed the priorities with various department heads to expand upon the priorities and identify recommended actions for the next 3-5 years.

### STRATEGIC GOALS:

- **Engaged and Connected Community** → Birmingham is a community that is connected to one another and engaged in the decision making process
  - Bridge the divide that Woodward Avenue creates in the city and transform the Woodward environment
    - Recommended Actions: Create a coalition with Woodward corridor communities, seek partnerships with community groups and elected officials, advocate MDOT for a transformational road diet
  - Offer City services and amenities that enrich the lives of residents of all ages
    - Recommended Actions: Create a task force to facilitate an aging in place plan, develop a plan for a permanent senior/community center to house Next senior services and to offer space for multigenerational programs, engage with youth in the community with a teen board or committee
  - Encourage robust resident engagement with their government and community
    - Recommended Actions: Expand use of Engage Birmingham, redevelop the Citizens Academy, create a Citizens Academy designed for high school aged community members
  - Increase connectivity between the Rouge River trail system, Downtown, and the neighborhoods

- Recommended Actions: Conduct community engagement opportunities to gauge ideas from the public, reimagine the City property between Bates and the North Old Woodward structure to allow public access to the Rouge River
- **Environmental Sustainability** → The City of Birmingham positions itself for a changing future by instituting policies and practices that protect the natural environment and reduce extreme weather impacts on the community
  - Create a sustainability board to review projects, investigate funding opportunities, and offer public education opportunities
    - Recommended Actions: Create a framework to determine the environmental impact of purchases and project plans, create plan to transition to the purchase of EV fleet vehicles as appropriate
  - Maintain and upgrade infrastructure to prepare for future climate conditions
    - Recommended Actions: Increase storm water retention capabilities, replenish the City's tree canopy, incorporate green infrastructure into City projects
  - Modernize City facilities for energy efficiency and sustainability
    - Recommended Actions: Add electric vehicle charging capabilities to City facilities, include increased energy efficiency measures in renovation projects, expand recycling capabilities in City facilities
- **Efficient and Effective Services** → Birmingham will address the needs of the community in a timely and respectful manner.
  - Incorporate new technologies to improve service delivery for residents including digitization of public records and museum materials
    - Recommended Actions: Utilize open budget software to allow residents to easily navigate the City's budget, continuously review the City's software to identify inefficiencies and gaps
  - Build and retain an effective and professional staff who serve the community
    - Recommended Actions: Foster an environment of creativity, cooperation, and collaboration between staff, expand training and education opportunities for staff, share staff successes with the community
  - Create community risk reduction policies and programs that emphasize citywide increased safety and security
    - Recommended Actions: Create a role within the Fire Department to meet with community groups to educate residents on health and safety risks, expand Code Enforcement to proactively enforce City codes, upgrade safety and security measures at City facilities

#### ATTACHMENTS:

- Final Report: Strategic Planning Process by Dr. Lew Bender

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the City's strategic goals and direct the City Manager to begin implementing the strategic goals.





# City of Birmingham, Michigan

## Final Report

### Strategic Planning Process

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Submitted by:  
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November 7, 2022

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- I. Overview Strategic Planning Process**
- II. City Commission Strategic Goals 2022-2027**
- III. Next Steps**
- IV. Appendixes**
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  - B. Staff and City Board Chairs Input**
  - C. Community Members Input**
  - D. Potential Goal Areas for the City of Birmingham**
  - E. Suggested Mission and Values Statements**

## I. Overview Strategic Planning Process

The Birmingham City Commission and Staff engaged in a four-step process in creating the strategic direction for the organization:

<b>Meeting One: Initial Commission Discussion</b> August 24, 2022	<b>Participants:</b> Mayor, City Commission, City Manager, and Senior Staff.	<b>Focus:</b> <ul style="list-style-type: none"><li>• Reviewed and finalized the strategic planning process.</li><li>• Reviewed the state of the City and discussed major trends and changes.</li><li>• Identified the Strengths and Weaknesses of the City and the Opportunities and Challenges facing the community (SWOC).</li><li>• Created an Initial shared Five-Year Vision Tour of the City of Birmingham.</li></ul>
<b>Meeting Two: Staff input.</b> August 25, 2022	<b>Participants:</b> City Staff, City Board Chairs in various meetings.	<b>Focus:</b> <ul style="list-style-type: none"><li>• Staff and Board Chairs identified strengths, weaknesses, opportunities, and challenges facing the City.</li><li>• Goals and Objectives that the Commission might consider.</li></ul>
<b>Meeting Three: In-person resident input to the Commissioners</b> September 14, 2022	<b>Participants:</b> City Residents, Business Owners and Community Leaders, Mayor, Commissioners, Manager, Department Heads, and identified Staff.	<b>Focus:</b> <ul style="list-style-type: none"><li>• Commissioners gained public input related to challenges, opportunities, and achievable five-year goals from assembled groups of citizens.</li><li>• Commissioners facilitated breakout sessions with assembled citizens.</li><li>• Department Heads and Staff assisted in the note-taking and providing information.</li></ul>
<b>Meeting Four: Putting it together.</b> October 14, 2022	<b>Participants</b> Mayor, Commissioners, Manager, and some Department Heads.	<b>Focus:</b> <ul style="list-style-type: none"><li>• Reviewed and discussed previous groups' input.</li><li>• Identify the top Two Strategic Areas.</li><li>• Identify key objectives and guidelines for each goal area.</li><li>• Asked the City Manager to identify One-Year Tasks to be completed.</li></ul>

## **II. City Commission Strategic Goals - 2022-2027**

In the final Commission strategic planning session, the commissioners determined that they wished to focus on two areas over the next five years:

### **Sustainability in:**

- Environmental
- Infrastructure
- Efficient Operations
- Technology

### **Community**

- East-West Divide. Woodward Diet
- Senior Center
- Citizen Engagement
- Multi-Generational Programming
- NOW

## **III. Suggested Next Steps**

- The City Manager and Staff will review this document and prepare a workable list of items to be completed next year. The one-year tasks and the strategic plan will be submitted to the Commission for final approval.
- Upon approval of the plan, the Commission will have monthly discussions regarding some element(s) of this strategic plan.
- Six to seven months after adopting the plan, The Commission and Senior Staff will review the strategic plan and one-year tasks and revise them if necessary.
- Twelve to thirteen months after formal adoption, the Commission and Senior Staff will review and revise the plan and identify the one-year tasks for 2023 and 2024.
- It is recommended that future decisions by the Commission should be reviewed in light of the strategic plan.

## **IV. Appendixes**

### **A. Initial City Commission Discussion**

- **SWOT Analysis**
- **Shared Five-Year Vision Tour**

### **B. Staff and City Board Chairs Input**

### **C. Community Members Input**

### **D. Potential Goal Areas for the City of Birmingham**

### **E. Suggested Mission and Values Statements**

## Appendix A: Initial City Commission Discussion

Wednesday, August 24

### Participants:

- Mayor Therese Longe
- Mayor Pro Tem Pierre Boutros
- Commissioner Clinton Baller
- Commissioner Andrew Haig
- Commissioner Brad Host
- Commissioner Elaine McLain
- City Manager, Tom Markus
- Assistant City Manager, Jana Ecker
- Clerk Alexandria Bingham
- Assistant to the City Manager, Melissa Fairbairn
- City Attorney Mary Kucharek
- \*4 members of the public

<b>Strengths, Weaknesses, Opportunities, Challenges (SWOC)</b>	
<p><b><i>Strengths</i></b></p> <ul style="list-style-type: none"><li>• Reputation</li><li>• Financial stability</li><li>• Recreational assets</li><li>• Inclusive and respectful community</li><li>• Well run</li><li>• Ability to prioritize improvements</li><li>• Robust parking system</li><li>• Two golf courses</li><li>• Community organizations and churches</li><li>• Library</li><li>• Police and Fire Department services</li><li>• Safe and outstanding public services</li><li>• Safe, vibrant, walkable, and stable</li></ul>	<p><b><i>Weaknesses</i></b></p> <ul style="list-style-type: none"><li>• Housing prices</li><li>• Aging infrastructure</li><li>• Unimproved streets</li><li>• Combined sewer system – backups</li><li>• McMansions</li><li>• East/West divide</li></ul>
<p><b><i>Opportunities</i></b></p> <ul style="list-style-type: none"><li>• Take advantage of private funding</li><li>• Private/public partnership</li><li>• Bate/N. Old Woodward property</li><li>• Bandshell in Shain Park</li><li>• Facilities</li></ul>	<p><b><i>Challenges</i></b></p> <ul style="list-style-type: none"><li>• Maintaining reputation</li><li>• Schools</li><li>• Speed to get things done</li><li>• Lack of a senior center</li><li>• Sidewalk gaps and streets without sidewalks</li><li>• Climate change</li><li>• Providing broad services to people from other communities</li><li>• Housing that is not used year-round</li><li>• Loss of school-age children</li></ul>

**Initial shared Five-Year Vision Tour of the City of Birmingham.**

- Downtown completed with no big gaps – concept complete
- Progress in the Triangle District – connect the east and west
- East- West walkable Woodward Road diet completed (plans submitted)
- At least a plan for a senior center – involving neighboring communities
- More cultural events
- Good shape with staffing (experience and culture)
- Plans for Bates/NOW – public access to the riverfront
- The continued evolution of all neighborhoods
- High-quality, desirable housing stock
- Pickleball courts/completion of Parks Bond projects
- Tighter land use ordinances
- Improve streets, water, and sewer
- Incentivizing good behavior from developers and builders
- Maintain what we have

## **Appendix B: Staff and City Board Chairs Input**

**Thursday, August 25**

### **Participants**

8 a.m.

- City Manager, Tom Markus
- Assistant City Manager, Jana Ecker
- Assistant to the City Manager, Melissa Fairbairn
- Communications Director, Marianne Gamboa
- HR Manager, Joseph Lambert
- Police Chief, Mark Clemence
- Director of Public Services, Lauren Wood
- Fire Chief, Paul Wells
- Finance Director, Mark Gerber
- IT Director, Eric Brunk
- Parking Manager, Aaron Ford
- Museum Director, Leslie Pielack
- City Clerk, Alexandria Bingham
- Planning Director, Nicholas Dupuis
- Assistant Building Official, Mike Morad
- City Engineer, Melissa Coatta
- City Attorney, Mary Kucharek

10 a.m.

- Assistant City Manager, Jana Ecker
- Assistant to the City Manager, Melissa Fairbairn
- Parks and Forestry Manager, Carrie Laird
- Public Services Manager, Mike Bernal
- Assistant Fire Chief, Matt Bartalino
- Senior City Planner, Brooks Cowan
- Caitlin Donnelly, Museum
- Ann Tappan, Clerk's Office
- Heather Tolliver, Community Development

### **Challenges facing the City of Birmingham and goals that the Commission might consider.**

- Housing diversity
- Employee retention and recruitment, employee appreciation and recognition
- Fear of change
- Civility
- Know your role
- Service expectations from the Commission and the public
- Negative polarization
- Improved technology acceptance
- Infrastructure improvement and funding (who pays?)
- Modern infrastructure (water mains, hydrants, combined sewer)
- Climate change – extreme weather events
- Communication
- No band-aids, be proactive



## *Staff and City Board Chairs Input continued*

### **Goal Areas**

- Trust the staff
- Sustainability initiative
- United commission projects - increased productivity
- More reasonable expectations that can be controlled, reality check
- Continued practice of chain of command through the city manager to staff - be mindful of burden and burnout
- Shorter commission meetings, time management, efficient debate, and less grandstanding
- Employee training programs, active shootings, etc.
- Getting more grant money – working with legislators
- Stop catering to the vocal minority
- Learn that "no" is an answer – efficient use of staff time
- Evaluate benefit pay – consider staff feedback
- Add more full-time positions and interns

### **Participants**

Noon

- Assistant City Manager, Jana Ecker
- Assistant to the City Manager, Melissa Fairbairn
- Parks and Recreation Board Chair, Heather Carmona
- Building Zoning Appeals Board Chair, Eric Morganroth
- Greenwood Cemetery Board, Chair Linda Buchanan

### **Challenges facing the City of Birmingham and goals that the Commission might consider.**

- Climate resiliency, climate change, extreme weather events
- Changing demographics (older-younger)
- Lead in anticipating services
- Housing rebuilds – loss of character and legacy
- Upgrade streets
- Residential street parking (high-rise condos exacerbate)
- Impacts of development – sewer rates
- Electric vehicle charging stations
- Government access – connection to the community

### **Goal Areas**

- Streets
- Housing rebuilds – control the contractors
- Climate resiliency – be responsive and anticipating
- Transparency – citizen trust issues – engagement

## **Appendix C: Community Members' Input**

### **Wednesday, September 14, 2022**

#### **Participants:**

- Mayor Therese Longe
  - Mayor Pro Tem Pierre Boutros excused
  - Commissioner Clinton Baller
  - Commissioner Andrew Haig
  - Commissioner Brad Host
  - Commissioner Elaine McLain
  - City Manager, Tom Markus
  - Assistant City Manager, Jana Ecker
  - Clerk Alexandria Bingham
  - Assistant to the City Manager, Melissa Fairbairn
  - City Attorney Mary Kucharek
- \*Approximately 30 members of the public

---

#### **Community members were asked to list their views of the top four or five challenges facing the City of Birmingham.**

- BPS de-population
- Meeting the needs of the aging population
- Housing
  - Affordable housing (3)
  - Housing density (2)
- Quality and continuity of staff – leadership and retention
- Traffic control, speed, etc. (2)
  - Safety
  - Crosswalk safety
  - Enforcement
- Commercial parking requirements – review versus modern needs
- The east/west divide
- Development in the Triangle District
- Accessibility to more parks
- Trail Accessibility
- Preserving neighborhoods
- Age-specific services
- Neighborhood/small businesses (for example, grocery stores or hardware stores)
- Woodward noise, Dream Cruise noise (2)
- More or less density
- Type of housing/housing density
- Sense of community – neighborhood
- Limited real estate space
- No permanent senior center
- Loss of historic residential property – character
- Maintaining the character during growth

### *Community Members' Input continued*

- Review zoning ordinances and codes – a balance of scale and size
- Enhance communications between commission/boards/city commission/HOA/residents
- Construction design planning for downtown parking

### **The community members were asked to list their opinion on the top future focus areas.**

- Plan for changing demographics
- Managing growth and redevelopment
- Sustainability of development
- A balance between residential and business interests
- Balanced zoning (2)
- Neighborhood, staffing, infrastructure, commercial pressure
- Affordable housing
- Traffic control on Woodward (speed, etc.) (2)
- Benchmarking similar cities, collaboration
- ??? Distribution of parks
- Parks improvement
- Community participation
- Special events – farmers market, concerts, movies
- Work with schools
- Resolving longstanding issues – senior center, unimproved roads, infrastructure
- Resurfacing streets, improving streets
- Safety
  - pedestrians/cycling
  - Crosswalks, consistent crosswalk design
  - Pedestrian safety study
- Access to on-street parking
- Street improvements – just do it
- Tranquility

## **Appendix D – Potential Goal Areas for the City of Birmingham**

The following potential goal areas are based on the initial City Commission discussion and input from staff and Birmingham Board Chairs. These goal areas were presented to the Commissioners for consideration at the final meeting.

### **I. CONNECTED COMMUNITY**

- East-West walkable-connected. Complete Woodward Diet downtown completed without large gaps.
- High-quality, desirable housing stock.
- The continued evolution of the neighborhoods.
- Transparency-Citizens Trust Issues. (Board Chairs)

### **II. COMMUNITY LIFE**

- More Cultural Events
- A plan for the Senior Center in conjunction with neighboring communities.
- Plans for Bates/NOW-Public access to the riverfront.
- Pickleball Courts and completion of the Parks Bond Project.
- Incentivized good behavior of developers and builders
- Protect what we have.
- Family supporting programs (Residents)

### **III. STAFF AND ORGANIZATIONAL SUSTAINABILITY**

- Good shape with staffing in terms of experience and culture.
- Reasonable-sustainable workloads for staff (staff)
- Continued use of Commission-Managed Chain of Command (staff)
- Efficient use of staff time. Reduction of small distractions diverting staff from priorities. (staff)
- Stronger communication-trust between Commission and staff. (staff)
- Staff training programs. (staff)
- Evaluate staff benefits and pay and the number of full-time/part-time positions.

### **IV. INFRASTRUCTURE**

- Improve streets, water, and sewer
- Tighter land use ordinances.
- Climate Resiliency-Electric Vehicle charging stations (Board Chairs)
- Balanced zoning-managed growth and redevelopment (Residents)
- Present-future parking needs Assessment (Residents)
- Traffic control-Woodward (Residents)
- Safety for pedestrians and cyclists (Residents)

## Appendix E: Suggested Mission and Values Statements

### **Mission:**

The mission of the City of Birmingham, Michigan, is to deliver fiscally responsible, highly dependable, and sustainable municipal services with an emphasis on public safety, community livability, responsible planning for infrastructure improvements, and the environment. In pursuit of this mission, we use data to make decisions and measure progress based on economic, social, and environmental factors.

---

### **Values:**

- Customer Service Focus – We engage citizens with a focus on listening and supporting their needs, anticipating and delivering high-quality service.
- Integrity – We conduct ourselves in a manner that is ethical, legal, and professional.
- Innovation – We look for and embrace new and effective ways to do things.
- Accountability – We promote openness and transparency in our operations, ensuring we are always accountable.
- Stewardship – We serve as stewards of the public's financial, environmental, social, and physical resources seeking to responsibly utilize, conserve and sustain for current and future generations.



## **MEMORANDUM**

Human Resources Department

**DATE:** November 4, 2022

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

**FROM:** Joseph Lambert, Human Resources Manager

**SUBJECT:** Settlement Agreement and Contract Renewal with Birmingham Michigan Association of Police

---

### **INTRODUCTION:**

The Michigan Association of Police (MAP) represents a total of 36 full-time Police Officers, Sergeants, and Dispatchers working primarily within the Police Department.

### **BACKGROUND:**

The current collective bargaining agreement with MAP expired on June 30, 2022. On September 29, 2022, an agreement was reached between the parties. Union membership ratified the attached settlement agreement, and the agreement is now presented for consideration by the City Commission.

The primary features of the settlement agreement are:

- 3-year contract through June 30, 2025.
- 4.5% wage adjustment in the first year of the contract.
- 3.5% wage adjustments in the following two years of the contract.
- Further wage rebalancing to attain stronger shift differentials between ranks.
- Removal of a 4% training premium, with extended training now a department standard.
- Improvement to parental leave days from one (1) to two (2) days per birth.
- Promotional process improvements.

**LEGAL REVIEW:** The City has reviewed the contract and has no objections.

### **FISCAL IMPACT:**

- The proposed settlement includes a 4.5% wage adjustment in the first year, offset by the removal of the 4% training premium, as well as a 3.5% wage adjustment in each of the two following years, and other minor economic provisions.
- An estimated amount for this contract has been budgeted in the wage adjustment account in the General Fund.

### **PUBLIC COMMUNICATIONS:**

After approval of the settlement agreement, a copy of the finalized contract will be uploaded to the City's website.



**SUMMARY:**

The terms in the proposed settlement agreement dated September 29, 2022 are consistent with other settled contracts, and continue the trend of increased savings for health care and other benefits. HR recommends approval of the settlement agreement.

**ATTACHMENTS:**

- Executed MAP Settlement Agreement with the City of Birmingham
- Dues and Deduction Language
- 2022-2025 Wage Schedule, including new Dispatch Manager
- Existing Police Contract

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution approving the settlement agreement dated September 29, 2022 between the City and MAP 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 Police department.

## TENTATIVE AGREEMENT

IT IS HEREBY AGREED between the City of Birmingham ("the City") and MAP Officers Association ("the Union"), in tentative settlement of all outstanding issues under negotiation, the parties' bargaining teams agree, and agree to recommend ratification to their respective principals, as follows:

1. Parties agree to a 3 year contract effective upon ratification by both parties and ending June 30, 2025.
2. The contract shall be the same as the parties' current contract, except as modified herein in this Agreement.
3. Change all references in the contract from POAM to MAP.
4. Delete Agency Shop, Article III and renumber all remaining articles.
5. Replace Article VI with attached Dues Deduction language.
6. Incorporate 12 hour schedule LOU into contract.
7. Replace Article 26.1 with the following:  
26.1 Effective [ratification date of the Agreement], each police officer will receive an annual uniform allowance payment of \$450.00 including the position of School Liaison Officer, Detective and Sergeant. No additional allowance shall apply. This allowance shall be paid in the employee's first paycheck in the first pay period after July 1.
8. One time payout of current uniform allowance balances, to be paid in the first pay period following ratification of the Tentative Agreement by both parties. The parties agree that this uniform allowance payout shall not count towards the employee's FAC.
9. Rename Paid Maternity leave references in the contract to "Parental Leave." Increase the number of paid parental leave days from one (1) to two (2) days.
10. Amend Article 28.14 to reflect that for DC employees, there shall be a 50% payout of all unused sick time in excess of 480 hours, capped at 600 hours (highest starting balance that can be paid is 1680 hours).
11. Wages shall be as follows and retroactive to July 1, 2022:  
July 1, 2022: 4.5% increase  
July 1, 2023: 3.5%  
July 1, 2024: 3.5%
12. The 4% accreditation premium shall be eliminated and rolled into the wage schedule. There shall be an additional, one-time 1.2% wage adjustment to the wage schedule for all positions. There shall be an additional \$2,000 wage adjustment to the Sergeant position only.
13. Eliminate the \$650 weekly cap for short-term disability under Article XXII. Remain percentage based coverage rate of 60%.
14. The parties agree to the attached wage schedule for the Dispatch Manager position.
15. The parties agree to Amend Article 10.6 as follows:  
The amount of the reduction will be determined based upon the mortality assumption adopted by the Retirement Board and the interest assumption determined by the Pension Benefit Guaranty Corporation Final 4022 Rule published September 9, 2020 published by the Pension Benefit Guaranty Corporation and effective for PBGC purposes for the month of retirement.



16. Upon new promotion, the employee shall receive 50% of the wage increase upon promotion and the remaining 50% of the wage increase at one (1) year, upon successful completion of the probationary period.
17. The parties withdraw all other proposals.
18. The Union shall ratify this Agreement first, and shall notify the City in writing when it has been ratified.

Dated: September 29, 2022

THE CITY

Joseph Lambert  
m. H. C.  
\_\_\_\_\_

THE UNION

J. L. S. D. St.  
St. St.  
St.  
MAP Labor Rep.  
St. St.  
St. St.

## ARTICLE 6 - DUES AND DEDUCTION

6.1 The Employer shall deduct from the wages of each officer Association dues/service fees in the amount as prescribed by the Association. As per MCL 408.477, these deductions shall be made by the Employer automatically for those already in the Association and each time an officer is placed in the Association or returns from a leave of absence. This will be done according to the above law without the need of authorizations by the individual officer as long as the officer is receiving a paycheck from the City.

6.2 The Employer will deduct Association dues/service fees from the first and second pay periods in the calendar month. If an officer has no pay coming for such pay periods or if such pay period is the first pay of a probationary officer, such deduction shall be withheld from the immediately subsequent pay period.

6.3 The Employer will withhold from the pay of officers in any month, only the deduction incurred while officers have been employed with the City.

6.4 In the event that a refund is due an officer for sums deducted from wages and paid to the Association, it shall be the responsibility of the officer to obtain the appropriate refund from the Association.

6.5 All sums deducted by the Employer shall be remitted to the Treasurer of the Birmingham Michigan Association of Police.

6.6 In the event the Association requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the Association that the additional amounts have been authorized pursuant to and under the Association's By-Laws.

6.7 The Employer shall not be liable for any remittance or payment of any sums other than those constituting actual deductions made, and, if for any reason it fails to make the deduction, the Employer shall deduct the appropriate amount from the officer's next pay in which such deduction is normally deducted after the error has been called to its attention by the officer or the Association.

6.8 It is agreed that Employees covered by this Agreement are not required, as a condition of employment with the City, to become or remain members of the Union or to begin or continue payment of union dues or fees.

Group: Police Officers  
Letter Code: G  
Hours: 2080  
Effective: July 1, 2022

4.5%

PAY GRADE POSITION		A	B	C	D	E	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	36 Months	48 Months	60 Months
01 (I)									
Police Officer	H	\$ 27.22	\$ 29.97	\$ 32.75		\$ 37.37	\$ 40.24		\$ 40.88
	W	\$ 1,088.61	\$ 1,198.95	\$ 1,309.91		\$ 1,494.78	\$ 1,609.66		\$ 1,635.23
	B	\$ 2,177.23	\$ 2,397.91	\$ 2,619.81		\$ 2,989.56	\$ 3,219.32		\$ 3,270.45
	M	\$ 4,717.33	\$ 5,195.46	\$ 5,676.26		\$ 6,477.38	\$ 6,975.20		\$ 7,085.98
	A	\$ 56,607.96	\$ 62,345.58	\$ 68,115.17		\$ 77,728.58	\$ 83,702.40		\$ 85,031.79
02 (II)									
Officer/Sergeant	H	\$ 42.85		\$ 44.83					
Youth Officer Sergeant	W	\$ 1,714.07		\$ 1,793.33					
School Liaison Officer Sgt.	B	\$ 3,428.15		\$ 3,586.67					
	M	\$ 7,427.65		\$ 7,771.11					
	A	\$ 89,131.79		\$ 93,253.37					

10-10-22

City	Union
Joseph Lambert m HCO	Laboe Rec 7-1-53 B1172

Group: Police Officers  
Letter Code: G  
Hours: 2080  
Effective: July 1, 2023

3.5%

PAY GRADE POSITION		A	B	C	D	E	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	36 Months	48 Months	60 Months
01 (I)									
Police Officer	H	\$ 28.17	\$ 31.02	\$ 33.89		\$ 38.68	\$ 41.65		\$ 42.31
	W	\$ 1,126.72	\$ 1,240.92	\$ 1,355.75		\$ 1,547.10	\$ 1,666.00		\$ 1,692.46
	B	\$ 2,253.43	\$ 2,481.83	\$ 2,711.51		\$ 3,094.20	\$ 3,332.00		\$ 3,384.92
	M	\$ 4,882.44	\$ 5,377.31	\$ 5,874.93		\$ 6,704.09	\$ 7,219.33		\$ 7,333.99
	A	\$ 58,589.24	\$ 64,527.67	\$ 70,499.20		\$ 80,449.08	\$ 86,631.99		\$ 88,007.90
02 (II)									
Officer/Sergeant	H	\$ 44.35		\$ 46.40					
Youth Officer Sergeant	W	\$ 1,774.07		\$ 1,856.10					
School Liaison Officer Sgt.	B	\$ 3,548.13		\$ 3,712.20					
	M	\$ 7,687.62		\$ 8,043.10					
	A	\$ 92,251.40		\$ 96,517.24					

10-10-22

City	Union
Joseph Lambert Mr. H/CQ	CO Labor Rep. JH M. B. (22)

Group: Police Officers  
Letter Code: G  
Hours: 2080  
Effective: July 1, 2024

3.5%

PAY GRADE POSITION		A	B	C	D	E	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	36 Months	48 Months	60 Months
01 (I)									
Police Officer	H	\$ 29.15	\$ 32.11	\$ 35.08		\$ 40.03	\$ 43.11		\$ 43.79
	W	\$ 1,166.15	\$ 1,284.35	\$ 1,403.21		\$ 1,601.25	\$ 1,724.31		\$ 1,751.70
	B	\$ 2,332.30	\$ 2,568.70	\$ 2,806.41		\$ 3,202.49	\$ 3,448.62		\$ 3,503.39
	M	\$ 5,053.32	\$ 5,565.51	\$ 6,080.56		\$ 6,938.73	\$ 7,472.01		\$ 7,590.68
	A	\$ 60,639.86	\$ 66,786.14	\$ 72,966.68		\$ 83,264.80	\$ 89,664.11		\$ 91,088.18
02 (II)									
Officer/Sergeant	H	\$ 45.90		\$ 48.03					
Youth Officer Sergeant	W	\$ 1,836.16		\$ 1,921.06					
School Liaison Officer Sgt.	B	\$ 3,672.32		\$ 3,842.13					
	M	\$ 7,956.68		\$ 8,324.61					
	A	\$ 95,480.20		\$ 99,895.34					

10-10-22

City	Union
Joseph Lambert	Off Labor Rep.
m. H. C.	J. M. C.
	M. B. B.

Group: Dispatcher  
Letter Code: T  
Hours: 2080  
Effective: July 1, 2022

4.5%

PAY GRADE POSITION		A	B	C	D	E	F	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	48 Months	60 Months
01 (I)										
Dispatcher	H	19.735	23.015	25.583	-	26.394	-	27.182	27.702	28.144
	W	789.397	920.584	1,023.306	-	1,055.766	-	1,087.284	1,108.070	1,125.760
	B	1,578.793	1,841.167	2,046.613	-	2,111.533	-	2,174.567	2,216.141	2,251.519
	M	3,420.719	3,989.196	4,434.327	-	4,574.987	-	4,711.562	4,801.639	4,878.292
	A	41,048.626	47,870.347	53,211.928	-	54,899.849	-	56,538.743	57,619.666	58,539.501
Dispatch Manager										
	H	29.37	-	30.59	-	-	-	-	-	-
	W	1,174.80	-	1,223.70	-	-	-	-	-	-
	B	2,349.60	-	2,447.40	-	-	-	-	-	-
	M	5,090.80	-	5,302.70	-	-	-	-	-	-
	A	61,089.60	-	63,632.44	-	-	-	-	-	-

10/10/22

City	Union
Joseph Lambert	
m/H	
	Lab or Rep.

Group: Dispatcher  
Letter Code: T  
Hours: 2080  
Effective: July 1, 2023

3.5%

PAY GRADE POSITION		A	B	C	D	E	F	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	48 Months	60 Months
01 (I)										
Dispatcher	H	20.426	23.820	26.478	-	27.318	-	28.133	28.671	29.129
	W	817.026	952.804	1,059.122	-	1,092.718	-	1,125.338	1,146.853	1,165.161
	B	1,634.051	1,905.608	2,118.244	-	2,185.436	-	2,250.677	2,293.706	2,330.322
	M	3,540.444	4,128.817	4,589.529	-	4,735.112	-	4,876.467	4,969.696	5,049.032
	A	42,485.328	49,545.809	55,074.345	-	56,821.343	-	58,517.599	59,636.354	60,588.383
Dispatch Manager										
	H	30.40	-	31.66	-	-	-	-	-	-
	W	888.11	-	1,266.53	-	-	-	-	-	-
	B	1,776.21	-	2,533.06	-	-	-	-	-	-
	M	3,848.46	-	5,488.30	-	-	-	-	-	-
	A	63,227.74	-	65,859.57	-	-	-	-	-	-

10/10/22

City	Union
Joseph Lambert mHCO	<div style="border: 1px solid black; border-radius: 50%; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center; margin: 10px;"> 57 </div> <div style="border: 1px solid black; border-radius: 50%; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center; margin: 10px;"> 72 </div>
	Labor Rep.

Group: Dispatcher  
Letter Code: T  
Hours: 2080  
Effective: July 1, 2024

3.5%

PAY GRADE POSITION		A	B	C	D	E	F	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	48 Months	60 Months
01 (I)										
Dispatcher	H	21.141	24.654	27.405	-	28.274	-	29.118	29.675	30.149
	W	845.621	986.152	1,096.191	-	1,130.963	-	1,164.725	1,186.993	1,205.942
	B	1,691.243	1,972.304	2,192.383	-	2,261.927	-	2,329.451	2,373.986	2,411.884
	M	3,664.360	4,273.326	4,750.162	-	4,900.841	-	5,047.143	5,143.636	5,225.748
	A	43,972.314	51,279.913	57,001.947	-	58,810.090	-	60,565.715	61,723.626	62,708.977
Dispatch Manager										
	H	31.46	-	32.77	-	-	-	-	-	-
	W	919.19	-	1,310.86	-	-	-	-	-	-
	B	1,838.38	-	2,621.72	-	-	-	-	-	-
	M	3,983.16	-	5,680.39	-	-	-	-	-	-
	A	65,440.71	-	68,164.66	-	-	-	-	-	-

10/10/22

City	Union
Joseph Lambert m HC	12 Labor Rep 72



AGREEMENT

BETWEEN

THE CITY OF BIRMINGHAM

AND

THE BIRMINGHAM POLICE OFFICERS ASSOCIATION

AFFILIATED WITH

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

July 1, 2019 - June 30, 2022

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EXHIBIT "D"	LONG-TERM DISABILITY PLAN	
EXHIBIT "E"	LIFE INSURANCE	
EXHIBIT "F"	NEW POLICE OFFICER UNIFORMS	
EXHIBIT "G"	MAP	
EXHIBIT "H"	DRUG SCREENING PROGRAM	
EXHIBIT "I"	HEALTH CARE BENEFITS	

## AGREEMENT

THIS AGREEMENT is entered into on September 4, 2020 by and between the City of Birmingham, Oakland County, Michigan, a Michigan Public Corporation, (hereinafter referred to as the "City") and Police Officers Association of Michigan (herein-after referred to as the "Union").

### ARTICLE I RECOGNITION

1.1: The City of Birmingham hereby recognizes the Police Officers Association of Michigan as the exclusive bargaining representative in the matter of wages, hours, and other conditions of employment for all Patrol Officers, Sergeants, Detectives, School Liaison Officers, Police Department Dispatchers, and Paraprofessionals (herein referred to as "Employees"), excluding Lieutenants, Captains, Chief of Police, Clerical Personnel, Animal Control Officers, Parking Enforcement Assistants, and all other hourly rated and part-time or temporary employees.

1.2: As used in this Agreement the term police officer includes all members of the bargaining unit who are in the Patrol Officer, Sergeant, and Detective classifications.

### ARTICLE II NON-DISCRIMINATION FOR UNION ACTIVITIES

2.1: The City agrees that it will not discriminate against any employees in any way because of his membership in or activities on behalf of the Union.

### ARTICLE III AGENCY SHOP

3.1: A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

ARTICLE IV  
DUES DEDUCTION

4.1: The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

4.2: Deduction of dues/fees shall be remitted to the Union at 27056 Joy Road, Redford, MI 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

4.3: If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employees next pay after the error has been called to the Employer's attention by the Employee or Union.

4.4: The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

ARTICLE V  
RULES AND REGULATIONS

5.1: The Rules and Regulations and Procedures for the Police Department will be provided to the Union by providing a copy to the Birmingham Police Officers Association ("Local Association"). If any provision of this Agreement is in direct conflict with the Rules and Regulations, and Procedures the contract provision herein shall be followed.

ARTICLE VI  
REPRESENTATION

6.1: The City recognizes the following employees as elected officers/stewards of the Local Association: President, Vice President, Secretary, Treasurer, and Sergeant at Arms of the Local Association.

6.2: The Union will notify the City in writing of the names and titles of its officers/stewards. No officers/stewards will be permitted to act as such until the City is advised in writing that the person has become an officer/steward.

6.3: The representatives provided in this Article, upon request of an employee may process and investigate an employee's grievance and represent employees at hearings or meetings as provided in the Grievance Procedure, provided that there shall be no more than two (2) officer/steward representatives at any such meeting.

6.4: Representatives referred to in this Article who are required by the City to attend a meeting provided for in the Grievance Procedure shall be paid the time spent in such meeting and such time shall be considered as hours worked.

6.5: The City agrees to permit the Police Department representative on the Retirement Board, if he is otherwise scheduled to work, to attend two (2) MAPERS meetings per year for up to two (2) work days per meeting - total of four (4) days - without loss of regular pay.

#### ARTICLE VII GRIEVANCE PROCEDURE

7.1: Should a difference arise between the City and the Union or any of the employees covered by this Agreement as to the meaning, application, or enforcement of this Agreement and/or the Rules, Regulations and Procedures for the Department, it shall be settled in accordance with the grievance procedure set forth below:

Step 1. - Verbal-Immediate Supervisor.

Any employee having a grievance shall first take up the matter with his immediate supervisor who is not a member of the Bargaining Unit and a steward, if so desired by the employee. If not settled within the shift, the grievance shall be reduced to writing and signed by the grievant. Any grievance not submitted within ten (10) days (excluding Saturday, Sunday and holidays) of its occurrence shall be considered automatically closed.

Step 2. - Written-Division Supervisor.

The written grievance shall be discussed between the steward and the division lieutenant, or in his absence, the captain. The division lieutenant or captain shall give his written decision within five (5) days (excluding Saturday, Sunday and holidays) of receipt of written grievance.

Step 3. - Police Chief.

In the event the grievance is not settled in Step 2, a meeting shall be held between the Union and the Police Chief and one other City representative within ten (10) days excluding Saturday, Sunday and holidays after conclusion of the Step 2 meeting. The decision of the Chief of Police shall be given in writing within five (5) days of the end of the meeting (excluding Saturday, Sunday and holidays), unless the time is extended by mutual agreement.

Step 4. - City Manager.

If the Union is not satisfied with the decision at the Step 3, the Union may, within ten (10) days (excluding Saturday, Sunday and holidays) after date of the decision at Step 3, submit the grievance in writing to the City Manager. The Union shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within ten (10) days (excluding Saturday, Sunday and holidays), it will be considered closed on the basis of the last disposition.

The City Manager shall meet with the Union. Each may have outside representatives at such meeting or at the Step 3 meeting, with advance notice of not less than twenty-four hours to the other.

The City Manager will submit within fifteen (15) days excluding Saturday, Sunday and holidays) of any such hearing the Administration's decision in writing to the Union.

Step 5. - City Commission.

In the event the grievance is not satisfactorily settled in Step 4, the Union may submit the grievance for consideration to the City Commission. Notice of request for consideration must be filed within fifteen (15) days (excluding Saturday, Sunday and holidays) after the date of the City Manager's decision. The City Commission may render a decision on the said grievance with or without a hearing or may elect to waive rendering a decision, provided that, (1), if the City Commission elects not to hear the grievance, it must so notify the Union the day following the second regularly scheduled Commission meeting after submission of the grievance to it, (2), if the City Commission

elects to hear the grievance, it must make a decision within thirty (30) calendar days after the close of the hearing on the grievance. The City Manager will submit the Commission's decision to the Union.

Step 6. - Arbitration.

Should the City Commission elect to waive Step 5 or in the event the City Commission renders a decision which does not satisfactorily settle the grievance, the Union may submit the matter to final and binding arbitration by notifying the other party and the Federal Mediation and Conciliation Service within fifteen (15) days (excluding Saturday, Sunday and holidays) of receipt of the Commission's decision or its decision to waive. Arbitration shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service, provided that each party may reject one panel of arbitrators and the parties shall select the arbitrator by alternately striking names until one name remains.

7.2: Cost of Arbitration. The filing fee and cost of the arbitrator shall be paid by the party who loses the merits of the dispute; provided that if the arbitrator decides not to rule on the merits because of procedural grounds, the party who loses on such procedural grounds shall pay such costs. In the event neither party fully wins or loses on the merits of the dispute, the arbitrator may apportion such fee and costs.

7.3: Grievance Not Appealed. Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped. The City shall not be authorized by this procedure to file grievances against the Union.

7.4: Legal Right. This Agreement shall not deny legal rights provided by law to any employee.

7.5: Union Time Off. Authorized stewards shall be paid for time actually lost during working hours in attending grievance meetings with the City representatives. Stewards will be permitted to leave their jobs, upon request, and after receiving approval of their immediate supervisor, for the purpose of investigating a grievance in their assigned area. Such stewards shall report to his supervisor upon completion of his investigation. This right to receive pay for time lost shall not be abused. The department will furnish cards or forms to maintain a record of the time spent hereunder.



7.6: Non-Restricted Work Areas. Authorized representatives of the Union shall be granted permission, upon reasonable advance request, to enter non-restricted work areas for the purpose of adjusting grievances with designated supervisors during normal business hours only.

7.7: Return to Work. Any employee who is reinstated after discharge and/or disciplinary lay-off, shall be returned to the same work, if available, or work of a similar class at the same rate of pay, or as may be agreed to by the parties as the case may be.

7.8: No claim for back wages shall exceed the amount of the wages the employee would otherwise have earned at this regular rate, less any new or additional compensation that he earned from any source of employment during the periods he would have been regularly scheduled to work.

#### ARTICLE VIII NO STRIKE CLAUSE

8.1: Employees shall not engage in any activity in violation of the Michigan Statute Public Act 336, which provides as follows:

Sec. 1. As used in this act the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or rights, privileges or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

Sec. 2. No person holding a position by appointment or employment in the government of the State of Michigan, or in the government of any one or more of the political subdivisions thereof, or in the public school service, of any authority, commission, or board or in any other branch of the public service, herein-after called a "public employee," shall strike.

ARTICLE IX  
INSURANCE

9.1: The City will offer a comprehensive insurance program to supplement other benefits and provide security for employees for major and serious losses resulting from accident and/or illness.

9.2: Health, Optical and Dental Insurance Coverage.

Subject to the provisions contained in this Article, Exhibits B and C, and the applicable insurance and agency contracts, the City shall pay premiums for providing the following insurance coverage options for police officers, Dispatchers, Paraprofessionals and their dependents.

Comprehensive Health Care Plan	Exhibit I
Optical Plan	Exhibit B
Dental Plan	Exhibit C
Prescription Drug Program	Exhibit I

Calendar Year Deductible

Effective January 1, 2021, a calendar year deductible of \$600 per person/\$1,200 per family maximum shall apply for services covered under the health care plan prior to any benefits being paid by the plan. This deductible shall not apply to prescription drug benefits or charges for services defined as wellness benefits as shown in Exhibit I. It is understood that wellness benefits exempt from the deductible include routine diagnostic tests and procedures attendant to the listed physical examinations.

Co-Insurance - After payment of the deductible, effective January 1, 2021 the following co-insurance shall be applicable:

<b>Network</b>	<b>Non-Network</b>
80% Plan/20% Employee for the next \$2,000 per person/\$4,000 family in covered benefits	60% Plan/40% Employee for the next \$2,000 per person/ \$4,000 family in covered benefits

Out of Pocket Maximums on Deductible and Co-Insurance -

<b>Network - Maximums</b>	<b>Non-Network - Maximums</b>
\$1,100 per person \$2,200 per family	\$1,500 per person \$3,000 per family

-- During the month of December of each year each employee shall submit, on a form provided by the City, information which can be utilized for coordination of benefits between the City's plan and other plans providing coverage for the employee or his/her dependents. In the event that an employee's spouse has coverage through his/her employer, the City's plan shall be the secondary plan for the spouse. In the event that the employee's dependents are covered under a spouse's plan, the co-ordination of benefits provisions customarily utilized by insurance carriers shall apply.

-- Effective July 1, 2016, the City and the Union agree that the current definition of "dependent" shall be in accordance with applicable law.

In addition, the employee will annually be offered the option to elect cash payment equivalent to 33-1/3% of the City's premium cost for providing health insurance (excluding dental and optical) under Option I provided: (1) the employee furnishes the City with proof of other health care coverage; (2) the employee's election is irrevocable for one (1) year except (subject to the health insurance carrier's approval), the employee may re-enroll in the health care plan in the event of marriage, divorce, death of an employee's spouse or dependent, birth or adoption of a child, commencement or termination of the employee's spouse's employment, switching from part-time to full-time status by the employee or his/her spouse, an unpaid leave of absence by the employee or employee's spouse, or if there is a significant change in coverage of the employee's spouse which affects the employee and or employee's spouse. (3) any other conditions required by law for eligible opt-out arrangements.

Effective January 1, 2012 (for payments in December 2012) the cash payment equivalent shall be \$1,750 per year (2 Person)/\$3,250 per year (family) for waiving coverage effective for payments made in 2012.

Payment under this option shall be made in January of the year following the calendar year for which the employee elected by option.

Except for the dental insurance and optical insurance, the City shall commence paying the premiums for the above health insurance coverage commencing with the City's billing date for such coverage immediately following the completion of ninety (90) days of continuous service for employees covered by this Agreement.

Dental insurance and optical insurance shall become effective for an employee commencing with the City's billing date for such insurance immediately following the completion of thirty (30) days of continuous service. Until an employee becomes eligible for health insurance, he shall receive the dental insurance and optical insurance under Option II.

## Health Care Reimbursement Account

Effective January 1, 2005, the City shall establish, fund, and maintain a Health Care Reimbursement Account (HRA) Effective January 1, 2017: \$900 per calendar year for each eligible employee. The employee will have the ability to reimburse themselves eligible out of pocket health care expenses.

1. Eligible expenses for reimbursement will be health care plan deductibles and co-insurance payments paid by the employee/retiree, and monthly retirement health care contributions.
2. Funds which are not expended for reimbursement in any calendar year shall be carried forward to the next calendar year. There will be no maximum accumulation.
3. Upon retirement with eligibility for retiree health care as provided in Article XI, the HRA account balance shall be carried forward into retirement as a retiree health care supplement for reimbursement of health care plan deductibles, co-insurance, and monthly retirement contributions.
4. For employees hired after the effective date of this Agreement shall become eligible to participate upon qualifying for health coverage under the City's health care plan, and an HRA account shall be established with funding beginning at that time.
5. The HRA will reimburse eligible expenses first before any reimbursement from a flexible spending account voluntarily established by an employee.

Effective January 1, 2005, lasik surgery and other similar elective eye surgical procedures shall no longer be a covered benefit for dependents under the health care plan.

Employees hired after July 1, 2011 will not be eligible for a Health Care Reimbursement Account (HRA).

9.3: Disability and Life Insurance. Subject to the provisions contained in this Article, Exhibits D and E, the applicable insurance and agency contacts, the City shall pay premiums for providing the following insurance coverage for employees commencing with the City's billing date for such insurance immediately following the completion of thirty (30) days of continuous service:

A. Short and Long Term Disability: For injuries or illnesses commencing after the execution of this contract, disability benefits shall be as follows (disability benefits for prior injuries or illnesses are covered in the parties' agreement in effect at the time of injury):

(1.) Short Term Disability (Self-Insured):

Maximum weekly sickness and accident benefits for non-duty connected disability will be sixty (60%) percent of average weekly earnings, not to exceed \$650.00 per week, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of the sickness or accident, if the employee is otherwise qualified. Maximum weekly sickness and accident benefits for service-connected disability shall not exceed an aggregate figure of seventy (70%) percent of an employee's base wage, not to exceed \$650.00 per week, including any Worker's Compensation benefits, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of sickness or accident, if the employee is otherwise qualified.

- (2.) Long Term Disability: Monthly long-term disability benefit provides for an aggregate income of seventy (70%) percent of monthly base pay including any Worker's Compensation benefits up to a maximum of \$3,200.00 per month, beginning one year after the date of sickness or accident. If the employee is otherwise qualified, benefits will continue to age 65 for disabilities which occur at age 60 or less; for disabilities which occur after age 60, benefits shall cease five years after commencement of the disability or age 70, whichever occurs first.

C. Life Insurance:

- (1.) Effective July 1, 1992, Life Insurance shall be provided in the amount of \$40,000

- (2.) Additional Coverage Life Insurance shall be provided in the following amounts:

<u>All BPOA employees whose age is:</u>	<u>Amount of Life Insurance</u>
Less than age 35	\$45,000
Age 35 but less than age 40	\$35,000
Age 40 but less than age 45	\$27,000
Age 45 but less than age 50	\$17,000
Age 50 but less than age 55	\$10,000
Age 55 but less than age 60	\$6,500
Age 60 or more	\$5,500

- (2.) The above face value of the life insurance shall be extended to accidental death and dismemberment in a like amount.

- (3.) Each employee shall annually purchase term life insurance in an amount which the insurance carrier determines can be purchased on an actuarial basis for such employee based on a contribution of \$2.50 per pay period. Annually, the City shall furnish the Union a schedule of the amounts of insurance which will be purchased by an employee's contribution for the applicable year. Employee contributions for such insurance shall be deducted from the employee's pay.

The "paid up" life insurance coverage through the Unum policy provided under the City/Union's prior agreement shall be terminated and employees will be given the option of receiving a "paid up" policy or a refund of contributions as provided in the Unum policy.

9.4: To the extent permitted by the IRS code, the flexible benefit plan shall be modified to provide that employees can make tax deferred contributions into the plan for the costs of family continuation and sponsored dependent riders that they elect.

An employee may, at his own expense, elect Family Continuation and/or Sponsored Dependent coverage's. Family January 1, 2005, the cost of the Family Continuation coverage shall be \$50.00 per month per person.

9.5: Terms and Conditions. The terms and conditions applicable to the commencement of insurance coverage, reinstatement, and termination of such coverage are set forth in the insurance or agency contracts between the City and the insurance carriers or agency, and as specified in the insurance certificates provided to the Union.

9.6: Termination of Health and Optical Insurance. In the event of a voluntary or involuntary termination or in the event of a layoff or personal leave of absence, the City's obligation to pay premiums or provide coverage for health insurance and optical insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff, or personal leave of absence occurs.

9.7: Termination of Life, Dental and Disability Insurance.

In the event of a voluntary or involuntary termination, or in the event of a layoff or personal leave of absence, the City's obligation to pay premiums or provide coverage for life insurance, dental insurance and disability insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day for which such employee is paid his regular salary.

9.8 (a): Sick-Disability Leave. Except as provided in Paragraph

9.8 (b), in the event of a sickness or disability leave of absence, the City shall continue to pay the premium or provide coverage for the health insurance, optical insurance, life insurance, dental insurance, and disability insurance for any month for which an employee receives actual compensation from the City.

9.8 (b): If an employee has at least 480 hours of sick leave when he commences a continuous period of a sick or disability leave, and exhausts such sick leave during such continuous period of sick or disability leave, the City, only once during an employee's employment with the City, shall during such leave, continue to pay the premium for health insurance for up to six (6) billing months following the month in which such employee's insurance would otherwise have terminated under Section 9.8(a).

9.9: Re-Instatement of Insurance Coverage. An employee shall be re-instated for insurance coverage commencing with the month following the month in which the employee returns to full-time duty; an employee who reports for court, or a conference, or for training, or for maintaining certification, or for similar irregular assignment shall not be deemed to have returned to full-time duty for purposes of this Section.

9.10: Elect to Continue Benefits. In the event of a layoff, termination, sickness or disability leave, an employee may elect to continue health insurance, optical insurance, life insurance and disability insurance as provided in the applicable insurance policy and under the provisions of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), provided such employee makes the required contributions in advance of the billing date for such insurance.

9.11: Change of Dependents. The employee is responsible for notifying the Personnel Office within 30 days of any change in the number of his dependents.



9.12: Right to Change Carriers or Self-Insurance. The City reserves the right to provide any insurance under this agreement through any carrier it elects or to self-insure any insurance, provided (a) that the benefits provided are equal to or better than the benefits being provided at the time of ratification of this Agreement by the City and Union, and (b) the Union is notified a least 30 days in advance of such change, and (c) if there is a disagreement between the City and Union as to whether the benefits to be provided by a different carrier are equal to or better than the benefits provided at the time of this agreement between the City and the Union, the

arties shall submit the matter to arbitration under Section 7.8, and the insurance through a new carrier or self-insurance shall not be implemented until a decision is rendered by the arbitrator.

#### ARTICLE X RETIREMENT

10.1: Except as otherwise provided herein, all matters pertaining to retirement shall be as stated in the Employee Retirement System for the City of Birmingham, an amendment to the Charter of the City of Birmingham, Michigan, adopted April 22, 1956 (also known as Chapter XIX of the Charter of the City of Birmingham, Michigan, as amended as of September 17, 1997).

10.2: The employee Retirement System as it applies to employees covered by this contract has been amended as follows:

A. Chapter XIX shall be amended to provide that a police officer covered under this contract who has ten (10) years or more of credited service at the time he or she leaves the employ of the City shall be eligible for a Deferred Retirement benefit payable at age 55; a Dispatcher or Paraprofessional shall be eligible for a Deferred Retirement benefit if he has ten (10) years or more of Credited Services at the time he leaves the employ of the City payable at age 60.

- B. Chapter 19, Section 18, options 2 and 3 shall be amended by adding thereto the following language:

"In the event there is no such designated person or persons surviving the said retiree, the Pension Board shall pay to his estate the difference, if any, between the retiree's accumulated funds at the time of his retirement and the total retirement allowance received by the retiree prior to his death."

- C. The definition as set forth in Chapter XIX, Section 2(14) of "Final Average Compensation" shall be changed to provide as follows for employees retiring after October 1, 1981:

"Final Average Compensation means the highest average annual compensation received by a member during a period of three (3) consecutive years of service contained within his last ten (10) years of service immediately preceding his retirement. If he has less than three (3) years of credited service, his final average compensation shall be the average of his annual compensation received during his total years of credited service."

10.3 Effective July 1, 2002 for police officers retiring after July 1, 2002, the pension benefit shall be calculated on the basis of 3.0% of final average compensation times the first thirty (30) years of service and 1% thereafter to a maximum benefit of 95%.

10.3(b): Effective July 1, 2002 for dispatchers and paraprofessionals who retire after July 1, 2002, the pension benefit shall be calculated on the basis of 2.5% of final average compensation times all years of credited service.

10.4(a): Effective July 1, 1987, Chapter XIX as it relates to police officers covered by this contract shall be modified to provide that a police officer may elect to retire, without actuarial reduction, at age 50 provided such employee has at least 25 years of service as a police officer.

10.4(b): Effective for Dispatchers and Paraprofessionals retiring after the signing of this Agreement, Chapter XIX, Sections 15 and 16 of the General Employee Retirement System shall be amended to provide normal retirement without actual reduction of pension benefits for such employees shall be age 57 with 25 years of service, or age 60 with 10 years of service.

10.5(a): Health Insurance For Retirees

Employees hired prior to July 1, 2011 who have fifteen years of service and receive a Normal Retirement or employees who receive a disability retirement, shall be eligible to elect the health insurance coverage contained in Section 9.2 and Exhibit I, subject to Section 9.12, (no dental or optical coverage provided for the retired employee and his/her spouse commencing with the first month for which he or she actually receives a retirement benefit until age 65. An eligible retired employee who elects such coverage shall contribute \$15.00 per month for each individual under age 65 for which coverage is provided. Effective for retirements after July 1, 1999, Retiree contribution for health insurance shall be: \$30.00 per month per individual until age 65.

When such eligible retired employee and/or spouse reaches the age of 65, eligibility shall be for Medicare Complementary coverage. Such coverage assumes coverage under both parts A and B under Medicare. An eligible retired employee who elects such coverage shall contribute \$8.00 per month for each individual age 65 or older for which coverage is provided. Effective for retirements after July 1, 1999, Retiree contribution for health insurance shall be: \$15.00 per month per individual over age 65.

Employees retiring on or after July 1, 2015, shall make the following retiree health insurance contributions: Retiree contributions for health insurance shall be \$80 per month for each individual under age 65 for whom coverage is provided and \$40 per month per individual over age 65.

Coverage will be available for the retired employee and his/her spouse only. Dependent coverage and family continuation and sponsored dependent riders will be available at the retired employee's expense only for those individuals for which these coverage's and riders were being elected immediately prior to retirement. The coordination of benefits provisions for active employees shall be applicable for coverage for retired employee's spouse and dependents under the City's plan.

Coverage as provided herein terminates at the end of the month in which the last benefit is paid under the Retirement System.

Retired employees age 65 and older:  
Shall be eligible to receive Medicare Complimentary coverage as described in Exhibit I pages I-4 and I-5.

Employees who receive a Deferred Retirement Benefit having been employed by the City for twenty (20) years or more shall be eligible to elect the health insurance benefits specified in this Section commencing with the first month for which he/she actually receives a retirement benefit, provided that such retired employee receives a retirement benefit, provided that such retired employee contributes 50% of the cost for such coverage.

Coverage as provided herein terminates at the end of the month for which the last benefit is paid under the Retirement System.

10.5(b): If an employee is not eligible for Medicare coverage from any source at age 65, to the extent permitted by federal regulations, the City will purchase Medicare Part A for the retiree and/or spouse. The retiree and/or spouse will then purchase Medicare Part B. The City will then provide the Medicare complimentary coverage set forth in Section 10.5(a) and Exhibit 1.

If a police officer, or spouse, becomes eligible for Medicare coverage, then the City shall pay the premium for providing the Medicare Complimentary coverage as provided in Section 10.5(a).

Health care coverage as provided herein terminates at the end of the month in which the last benefit is paid under the Retirement System.

10.5 (c): Employees hired after July 1, 2011, in lieu of the above-referenced health insurance, shall be covered under the Birmingham Employees Retirement Health Savings plan administered by the ICMA (or equivalent). The City shall contribute 2% of earnings and the employee shall contribute 2% of earnings. The employee will become vested in employer contributions upon seven (7) years of services.

10.6: Annuity Withdrawal. An employee who is eligible to receive pension benefits may withdraw his contribution to the pension system including interest attributable to such contributions, provided that in such event, the amount of his pension benefit shall be based only on the City contributions, and therefore, the benefit provided for such employee shall be proportionately reduced to reflect withdrawal of the employee's contribution and interest, and be actuarially reduced. The amount of the reduction will be determined based upon the mortality assumption adopted by the Retirement Board and the interest assumption published by the Pension Benefit Guaranty Corporation an effective for PBGC purposes for the month of retirement.

Upon such an election by the employee, an additional amount equal to the employee's contribution to the City of Birmingham Retirement Health Care Plan, plus the interest that would have been credited if such contributions had been made to the pension plan, shall be paid to the employee from the reserve for employer contributions

10.7: If an employee transfers from the Dispatcher or the Paraprofessional classification to a police officer, the employee shall receive a refund of any contributions made to the Retirement System while employed in such positions and shall thereafter accumulate service and be paid benefits under the retirement system applicable to police officers. In such event, the employee shall receive no credit for service as a Dispatcher or Paraprofessional.

Effective July 1, 2005, police officers shall contribute 5% of annual compensation with 3% to the pension fund and 2% to the retirement health care fund.

Effective July 1, 2005, dispatchers shall contribute 5% of annual compensation to fund retirement benefits under the applicable Chapter of the City Charter with 3% to the pension fund and 2% to the retirement health care fund.

The City will make application to the IRS under Section 414 (h) for an "employer pick-up" provision with regard to the employee retirement contribution called for in Article X -- Retirement, Section 10.8 of the contract. It is understood that employees will continue to make the contributions called for in Section 10.8, but that, upon IRS approval, such contributions will then be on a pretax rather than after tax basis in accordance with these provisions. The City ordinance governing the retirement plan shall be amended as required to reflect the inclusion of this provision.

10.9: In accordance with the City Retirement Ordinance, members of the bargaining unit who elect benefit options upon retirement after July 1, 1993 shall have the ability to elect a "pop-up" option as a part of any joint and survivor benefit election.

Effective January 1, 2005 payment options under Section 2-227 (Retirement Ordinance) of the City Code shall be expanded to include 25% and 75% survivor retirement allowances.

Members of the bargaining unit shall be included in the reciprocal retirement amendment to the Ordinance governing the City Retirement Plan.

10.10: Employees hired on or after July 1, 2011 shall not be covered under the Birmingham Employees Retirement System current defined benefit retirement plan, except as provided below for Duty Disability, Non Duty Disability and Death benefits.

Employees hired on or after July 1, 2011 shall be covered under the Birmingham 401(a) defined contribution plan as administered by the ICMA-RC (or equivalent). The City and the employee shall make contributions as follows:

Employer: 15% of earnings

Employee: 6.5% of earnings

Employee vesting in employer contributions will be upon 7 years of service.

Employees hired on or after July 1, 2011 will be included in the defined benefit plan for duty and non-duty disability and for death benefits, which shall be actuarially funded by the City. However, duty disability benefits and non-duty disability benefits shall be subject to offset as provided below.

#### Duty Disability

The City's liability for the retirement duty disability benefit shall be offset by either of the following, and the duty disabled member must select one of the following two options:

1) The duty-disabled member may opt to have the duty disability benefit under the defined benefit plan offset by the lifetime annuity value of the duty-disabled member's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability related separation from service. It is within the discretion of the duty-disabled member whether to draw upon, and the extent of drawing upon, the balance in his 401(a) defined contribution account to supplement his net disability payment; the member's exercise of that discretion does not, however, modify the lifetime annuity value offset as provided above.

2) The duty-disabled member may opt to transfer to the City complete ownership of and full entitlement to the total balance of his 401(a) defined contribution retirement account, waiving all his rights to any and all monies in his 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability related separation from service. Should the duty-disabled member elect this option, he shall be entitled to full duty-disability pension benefits, without any offset, the same as for members hired prior to July 1, 2011.

Under either option 1 or option 2 above, upon reaching normal retirement age, the duty-disabled member shall receive service credit for the period he was entitled to duty disability retirement and shall otherwise be covered by the provisions of Section 2-233. For those members choosing option 1 above, the offset shall continue to apply as set forth above.

#### Non-Duty Disability

- 1) The City's liability for the non-duty disability retirement benefit shall be offset by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service.
- 2) It is within the discretion of the disabled member whether to draw upon, and the extent of drawing upon, the balance in his 401(a) defined contribution account to supplement his net disability payment; the member's exercise of that discretion does not, however, modify the lifetime annuity value offset as provided above.

ARTICLE XI  
FUNERAL LEAVE AND EMERGENCY LEAVE

11.1: For purposes of attending the funeral of a member of an employee's immediate family, a seniority employee shall receive a leave of absence with pay of three (3) work days during the period commencing on the day of death and ending on the day after the funeral.

A seniority employee shall be granted one (1) additional day with pay if the place of the funeral is 200 miles or more from the Birmingham City Hall.

For purposes of this section, immediate family means current wife, current husband, child, stepchild, brother, sister, mother, father, mother-in-law, father-in-law, grandparent, grandparent-in-law, and grandchild.

For a funeral of one other than a member of the immediate family which because of extenuating circumstances the seniority employee's Department Head believes is appropriate for the employee to attend, the Department Head may make a request of the City Manager for approval to grant up to one (1) day off with pay to attend such person's funeral.

11.2: Emergency Leave. An employee may use up to four (4) sick leave days per calendar year due to the illness or disability of members of the employee's immediate family which requires the presence of the employee. Such days shall be used in one-hour increments and shall be charged to the employee's accrued sick leave. The maximum number of sick leave days permitted under this section per calendar year is four sick leave days.



It is the intent of the City and Union that whenever possible, an employee using sick leave under this Section, shall make arrangements for the family member as soon as possible and return to work.

For purposes of this Section, immediate family means current wife, current husband, mother, father, child or stepchild and any relative living within the household of the employee.

11.3: Employee-Retiree. Regular City employees may be granted time off with pay to attend the funeral of a City of Birmingham employee or retiree, provided:

A. Those employees, who may be spared from the work assignments and have a bona fide reason, may be granted time off with pay to attend the funeral. The determination as to who may be spared and the validity of the reason shall rest with the department head.

B. Under no circumstances is the department to be closed or services appreciably reduced without prior written approval of the City Manager.

11.4: Emergency Leave During Vacation. Emergency leave will not be granted if the emergency occurs during a previously scheduled vacation, unless such leave starts prior to the time that the vacation is scheduled. When the leave starts prior to the time the vacation is scheduled the absence will be charged to emergency leave rather than vacation. If the emergency occurs after the vacation is started, the time will be charged to vacation and not to emergency leave.

11.5: Employee's Wife Having a Baby. An employee will be permitted up to a total of one (1) day off without charge to sick leave when his wife is having a baby.

ARTICLE XII  
EDUCATIONAL ASSISTANCE PROGRAM

12.1: The City will continue its present Educational Assistance Program which will provide reimbursement for books and tuition according to the following schedule:

A. Course grades of "C" or better shall receive 100%

B. Course grades below "C" shall receive 0%

12.2: Effective July 1, 1999, the Educational Assistance Program will provide up to One Thousand (\$1,000) Dollars tuition reimbursement per fiscal year.

ARTICLE XIII  
LONGEVITY

13.1: Longevity payments in accordance with the following schedules, payable in December, according to established practice:

For Police Officers

A. Less than 5 years' service	-	None
5 through 9 years	-	2% of scheduled rate
10 years through 14 years	-	4% of scheduled rate
15 years through 19 years	-	6% of scheduled rate
20 years through 24 years	-	8% of scheduled rate
25 years and over	-	10% of scheduled rate

For Dispatchers

	Effective 7/1/2011	Effective 7/1/2012
Less than 5 years' service	None	None
5 through 9 years	\$ 925	\$925
10 through 14 years	\$1125	\$1125
15 through 19 years	\$1325	\$1325
20 through 24 years	\$1525	\$1525
25 years and over	\$1725	\$1725

For an employee transferring from a Dispatcher or Paraprofessional classification to police office classification, the longevity pay shall be pro-rated based on the number of calendar months from the December prior to the transfer to the December following the transfer (12 months) that the employee was in the Dispatcher or Paraprofessional classification and a police officer classification.

13.2: Employees leaving service because of retirement may add their accumulated vacation to their last date of work, provided they have not used their vacation prior to that time, in order to qualify for a longevity payment date of December.

13.3: Employees who die or who are eligible to receive a normal or disability retirement under the City's Retirement program prior to the December date on which longevity is paid shall be entitled to receive a pro-rated portion of the longevity pay for the year in which such death or retirement takes place, as of the date of death or the date he actually leaves the City's employ to retire, and based on the wage schedule in effect on such date; employees who leave the City's employ for any other reason prior to December 1st shall not be eligible for longevity pay.

13.4: Employees hired after June 30, 2011 shall not be eligible for longevity payments.

ARTICLE XIV  
HOURS OF WORK, OVERTIME,  
COURT TIME, AND CALL-IN PAY

14.1: Work Week for Police Officer. The normal work week for a police officer shall be an average of forty (40) hours per week averaged, at a minimum, over two consecutive payroll periods (a 28 calendar day period). This shall not in any way be construed as a guarantee of pay or work.

14.2: For Dispatchers and Paraprofessionals, the normal work week shall be forty (40) hours per week, based on a schedule of eight (8) hours per day worked, including a paid one-half (1/2) hour lunch period. This shall not in any way be construed as a guarantee of pay or work.

14.3: Overtime Pay for Police Officer. A police officer will be paid one and on-half (1-1/2) times his regular hourly rate in the following instances:

- A. Time worked in excess of eight (8) hours in any shift.
- B. Time worked during the 28 calendar day period (referred to in Section 14.1) in excess of 160 hours.

14.4: A Dispatcher or Paraprofessional will be paid one and one-half (1-1/2) times his regular hourly rate in the following instances:

- A. Time worked in excess of eight (8) hours in any shift.
- B. Time worked in excess of forty (40) hours in a work week.

14.5: If an employee works eighteen (18) or more continuous hours in a twenty-four (24) hour period, and there is not six hours or more between the end of his work hours and his next scheduled shift, the employee shall not work his next scheduled shift unless the City determines there are emergency conditions which require him to work.

If an employee does not work his next scheduled shift as provided in this Section, the employee may elect either: (1) not to be paid for such shift; (2) receive accrued vacation, or (3) work on his next scheduled leave day which will not result in overtime compensation. For work during such 18 or more continuous hours, the employee will be paid his regular compensation for his regular work schedule, and overtime for continuous hours worked in excess of his regular work schedule.

14.6: For police officers, three (3) hours minimum, at one and one-half (1-1/2) times the regular rate will be paid when the employee appears for scheduled court appearances on off-duty time not immediately prior to or following his regular scheduled shift.

14.7: Call Back Time. Three (3) hours minimum, at one and one-half (1-1/2) times the regular rate, will be paid when the City requires an employee to be called back to the station for duty related matters during off duty time not immediately prior to or following his regular scheduled shift.

14.8: Compensated Time. Compensated time off shall be counted as time worked for purposes of computing overtime pay under the provisions of this Agreement.

14.9: No Duplication. There shall be no duplication of overtime or premium pay for the same hours.

14.10: Roll Call for Police Officers. Roll call is a briefing of officers coming on duty as to current information which has already occurred or is about to occur, roll call is held ten (10) minutes before the assigned shift for officers required by the Department. This briefing will include, but not be limited to information about wanted persons and vehicles, alarm outages, special assignments, special orders, extra patrols of specific areas or places, and cancellations of the same type of information, the officers' attendance, inspection of uniforms and equipment, and various forms of training are also included with roll call. Officers not required to attend roll call are required to brief themselves on the current and canceled information mentioned above by reviewing the roll call notebook located at the Dispatch Desk. These Officers may be required to participate in all or part of the remaining activities mentioned above during their roll call period.

14.11: Roll Call for Police Officers Interrupted. For other than the above purposes, if an Officer's roll call period is interrupted to handle a call for police service, either in the station or on the street, he will be paid 15 minutes additional pay at the rate of one-and-one-half (1-1/2) times his regular hourly rate.

14.12: Briefing Time for Dispatchers and Roll Call for Paraprofessionals. Dispatchers will be required to be briefed by the supervisor, Dispatcher, or police officer he is relieving ten minutes prior to the start of his shift. Paraprofessionals shall attend the roll call provided in Section 14.10. Such ten minutes shall not be counted as time worked, and shall be offset because Dispatchers and Paraprofessionals are being paid a one-half hour lunch period during which time they are not required to work.

14.13(a): Shift Selection for Police Officers: The City and Union have negotiated concerning establishing an arrangement whereby patrol officers and patrol sergeants, subject to the conditions contained herein, may select permanent shifts. The City has agreed to adopt such arrangement because the Union represents to the City that (1) such arrangement will not adversely impact the productivity of any shift; (2) such arrangement will result in an improvement in attendance and less use of sick leave; and (3) such arrangement will not result in officers becoming less observant and diligent in the performance of their duties because they are working on the same shift. For purposes of analyzing sick leave, legitimate prolonged illnesses or prolonged injuries will not be considered.

Based on these representations, and subject to the remaining provisions of this Section, the City and Union agree that during the term of this labor agreement, an employee in the Patrol Division with more than one (1) year of seniority who works in uniform shall have the right to select a shift by seniority. An employee eligible for shift selection shall select his shift at least thirty (30) days prior to the beginning of the first pay period in January, and shall submit his first and second preference. Patrol sergeants shall select their shifts independently of patrol officers.

14.13(b): Once an employee has made his shift selection, he will have the right to remain on that shift for twelve months, with the exception that the City retains the right to transfer an employee for cause (provided that as to productivity and attendance, an employee has been warned orally and given a written warning); for personal hardship or physical reasons (with mutual agreement of the Union); to meet manpower needs (which shall be done by reassigning the least senior officer from the shift affected); on agreement of two officers an approval by the City; and when a change is required because of illness, injury, light duty, death, resignation, retirement, layoff, promotion, transfer, discharge or leave of absence (which shall be done, unless the Union otherwise agrees, by reassigning the least senior employee subject to Paragraph 14.3(c)).

14.13(c): An officer with less than one year of seniority shall be excluded from selection of a shift until the January following completion of such one year, and shall be assigned by the Department as it determines, which will include rotation of shifts.

Patrol officers with less than one year of seniority shall be assigned among the various shifts so that they are not all assigned to one shift effectively to avoid shift preference for patrol officers with more than one year of seniority.

14.13(d): For purposes of determining seniority to be exercised under this Section, a patrol officer's or corporal's seniority as of January 1st of each year shall be used.

14.13(e): In the event an officer is transferred to patrol during the 12-month period, the transferee to patrol shall assume the shift assignment of the officer he replaces until the next selection period. The City will attempt to make such transfers coincide with the shift selection.

14.13(f): Shift Premium - Effective July 1, 1998

A) Afternoons shall be defined as any shift beginning at 3:00 PM or any time thereafter up to 11:00 PM. Mid-nights shall be defined as any shift beginning at 11:00 PM or any time thereafter, where the majority of the shift hours are completed by 8:00 AM. An employee who works a majority of his/her regular shift hours on the afternoon or midnight shift shall receive the shift premiums set forth below.

B) A seniority employee who works a majority of his/her regular shift hours on the afternoon or midnight shift shall be eligible for the following shift premiums:

Afternoons: One percent (1%) of base pay

Mid-nights: Two percent (2%) of base pay

C) The shift premium payment for July 1, 1998 to December 31, 1998 shall be made on or about November 1, 1998. The shift premium payment for January 1, 1999 to June 30, 1999 shall be made on or about February 1, 1999. Shift premium payments will be paid for the same periods and at the same time in each succeeding year. In the event an employee quits or moves to a different shift during the period for which payment was made, the employee shall return the shift premium payment for which he/she was ineligible through payroll deductions. Shift premium payments shall not be included in the computation of longevity. Shift premium payments shall not be included in the computation of final average compensation under the pension plan.

14.13(g): Nothing herein in any way erodes the City's right to determine the number of officers to be on duty at any time or to be on any shift.

14.13(h): This Section shall remain in effect during the term of this contract, provided that if either party demands a change in the Section at the expiration of the contract and such demand is submitted to Act 312 arbitration, the provisions of the Section shall continue in effect until the Act 312 panel renders its decision.

14.14: Shift Selection for Dispatchers and Paraprofessionals. Dispatchers and Paraprofessionals shall be allowed to select their shifts by seniority, within their respective classification, provided that the City shall have the right to assign a Dispatcher or Paraprofessional to a specific shift for training purposes or to fill temporary absences.

ARTICLE XV  
PROBATIONARY PERIOD

15.1: Probationary Period for Police Officers. A new police officer shall be on probation without seniority until he has been employed and actively at work for one (1) year at the end of which period he shall be entered on the department seniority list as of the first day of his employment, except that temporary or part-time employees, if any, shall not acquire seniority.

15.2: Probationary Period for Dispatchers and Paraprofessionals. A new Dispatcher or Paraprofessional shall be on probation without seniority until he has been employed and actually at work for one (1) year at the end of which



period he shall be entered on the department seniority list for such classification as of the first day of his employment, except that temporary or part-time employees, if any, shall not acquire seniority.

15.3: An employee may be laid off or terminated at the discretion of the City without recourse to the grievance procedure during the probationary period.

15.4: An employee laid off or terminated during his probationary period and rehired within six (6) months following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner, shall be credited with one (1) year's seniority retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department seniority list.

15.5: An employee rehired after six (6) months will be considered a new employee and will begin a new probationary period.

#### ARTICLE XVI SENIORITY

16.1: Seniority for Police Officer. Seniority for police officers shall mean continuous service while a sworn police officer, irrespective of rank, in the Birmingham Police Department.

Each police officer, upon the completion of his probationary period, shall be placed on the police department seniority list in his classification.

16.2: Seniority for Dispatchers and Police Paraprofessionals. Seniority for Dispatchers and Paraprofessionals shall mean continuous service while an employee in either classification. Each Dispatcher and Paraprofessional, upon completion of his probationary period, shall be placed on the police department seniority list in his classification.

16.3: Loss of Seniority. Seniority shall terminate if an employee:

- A. Quits or retires.
- B. Is discharged for just cause.

- C. If he is absent without authorization contrary to the published Rules and Regulations and Procedures of the Department.
- D. Gives false reason to obtain a leave or if he fails to return to work at the termination of a leave contrary to the Rules and Regulations of the Department.
- E. If he is laid off for a period equal to his seniority at the time of layoff or two (2) years, whichever is the lesser.

16.4: Seniority List. The City shall keep a true seniority list of all bargaining unit employees having seniority rights, copies of which shall be posted in the department. Copies shall be given to the Local Association once each six (6) months.

16.5: Any police officer who is promoted or transferred out of the bargaining unit but who continues as an employee in the Birmingham Police Department, shall retain and accumulate his bargaining unit seniority as a police officer, in the event he is returned by the City to the bargaining unit. This shall apply to prior as well as future police officer promotion or transfers.

16.6: Any Dispatcher or Paraprofessional who transfers to a police officer position shall have his seniority frozen as a Dispatcher or Paraprofessional, and shall commence accumulating seniority as a police officer as provided in Section 16.1. A Dispatcher or Paraprofessional who transfers to a police officer position cannot use his seniority as a Dispatcher or Paraprofessional for any purpose in a police officer classification.

#### ARTICLE XVII LAYOFF AND RECALL

17.1: Layoff. When there is an indefinite reduction of the working forces in the department, the following procedure shall govern in making layoffs:

- A. Part-time and temporary employees in the applicable classification affected, if any, in the department shall be laid off first, in any order.
- B. Probationary employees in the applicable classification affected shall be laid off next, in any order.

C. Department seniority within rank for police officers and within classification for Dispatchers and Paraprofessionals shall govern layoffs and recalls and the employee who has the lowest department seniority in the rank or classification shall be the first to be laid off and the last to be recalled, provided that the remaining personnel have the ability to perform the duties required of the rank or classification. In the event there is a reduction of force in the classifications of School Liaison Officer and Detective, seniority in rank shall prevail. Employees so reduced shall take their position in such lower rank or classification in accordance with their seniority. In the event of an increase in force, or a vacancy in the previously held classification, the demoted officer or employee shall not be required to reclassify for the position he occupied and shall be re-called to such position.

D. The employer agrees to demote sergeant to police officer in the event there are layoffs, if a sergeant has less seniority than the police officer who is scheduled to be laid off. If a sergeant is demoted he will then be laid off instead of the more senior police officer. In the event of an increase in force, or a vacancy in the previously held classification, the demoted officer shall not be required to reclassify for the position he occupied and shall be re-called to such position.

E. A police officer who is laid off and has more department seniority may displace a Dispatcher or Paraprofessional with less seniority in the department, in which event the police officer shall be paid and receive all benefits of the Dispatcher or Para-professional he displaces. If a police officer who is laid off had previously been a Dispatcher or Paraprofessional, his seniority as both a police officer and Dispatcher and/or Paraprofessional shall be used to determine if he can displace a Dispatcher or Paraprofessional at the time of layoff.

If a police officer displaces a Dispatcher or Paraprofessional, the police officer's service in and contributions to the Retirement System for police officers shall be frozen until he resumes service as a police officer. While in the Dispatcher or Paraprofessional classification, such police officer shall accumulate service in and make contributions to the retirement system covering Dispatchers and Paraprofessionals. If the police officer returns to a police officer position, he shall be governed by the provision of Section 10.7 as to his service in and contributions to the retirement system covering Dispatchers and Paraprofessionals.

17.2 A Dispatcher or paraprofessional shall not use his seniority to displace a police officer at the time of layoff.

17.3: Recall.

- A. Recalls shall be in the reverse order of layoffs, provided the employee is able to perform the work required.
- B. Employees on the seniority list when recalled to work shall be given five (5) calendar days advance notice in which to indicate in writing their desire to report for work. Recalls shall be made by certified mail. Copy of Notices shall be given to the Local Association.
- C. If any employee fails to report within ten (10) calendar days after being notified, or fails to give a satisfactory explanation for not reporting he will be considered as having voluntarily quit.
- D. When employees are called to work or laid off, the Local Association shall be given the names and order of calling or laying off.

17.4: Change of Address. Employees shall notify the City of their proper post office address or change of address, telephone number and changes, and they shall be given a receipt from the City that such notices have been given. The City shall be entitled to rely upon the address and telephone number shown upon its records for all purposes.

ARTICLE XVIII  
OVERTIME FOR POLICE OFFICERS

18.1 The following procedures shall be followed when the City determines that additional police officers are needed:

- A. If the work is reasonably anticipated to be less than six hours duration; the City may elect, in order of seniority:
  - 1. to hold over an officer from the shift going off duty, or
  - 2. to call in an officer from the shift coming on duty. In the event the senior officer contacted declines the assignment, the junior qualified police officer available shall be required to hold over or report early.

- B. If the work is reasonably anticipated to be six hours or longer in duration; the City will, in order of seniority:
1. call in a police officer on the shift who is not scheduled to work the day. In the event the officer declines the assignment the junior qualified police officer available shall be required to work
  2. In the event no officer can be contacted pursuant to paragraph B the provisions of paragraph A will apply.
  3. In construing the above, any officers contacted shall be considered the junior police officer unless otherwise notified.

18.2 A. The provisions of Section 18.1 shall not apply to calling in police officers for any special assignments, including but not limited to undercover work, task force assignments and work related to specific assignments wherein a police officer with special qualifications, skill or knowledge to perform such assignments is required.

- B. Overtime shall be offered first to the police officer within the division in which the overtime occurs. If there is no police officer(s) in such division available for the overtime, the provisions shall be applied to all police officers. For purposes of this Section, "patrol investigator" is considered part of the Patrol Division (unless he qualifies under Section 18.2A).

18.3 If a Lieutenant scheduled to work is absent and no other Lieutenant/Sergeant is on duty, the City will replace such position with a Lieutenant/Sergeant. The work shall first be offered to a Sergeant following the provisions of Section 18.1. In the event no Sergeant volunteers for the assignment, Lieutenants may volunteer and an assignment will be made based on seniority.

18.4 Whereas practicable, the on duty supervisor will consult with a union representative on duty to insure the proper procedures are followed. Agreement by a union representative as to this decision will be binding on the union and will preclude any grievance. Union representative will be designated in writing each year at the beginning of work schedule number one (1).

ARTICLE XIX  
OVERTIME FOR DISPATCHERS AND PARAPROFESSIONALS

19.1: Subject to Section 19.2, if a Dispatcher scheduled to work is absent and the City determines to replace such Dispatcher, or the City determines that additional Dispatchers are needed, the following procedure shall be followed:

- A. If the City determines that the work involved is six hours or less, then the City may elect to have such work performed either by holding over a Dispatcher or Paraprofessional from a shift which is going off-duty and/or calling in a Dispatcher or Paraprofessional from a shift which is coming on duty; in either event, the City shall offer, in order of seniority, such work to the Dispatcher or Paraprofessional at work, if a Dispatcher or Paraprofessional is to be held over, or, in order of seniority, to the Dispatcher or Paraprofessional scheduled to report for work if Dispatcher or Paraprofessional is to be called in early. In the event a senior Dispatcher or Paraprofessional declines the work, the junior qualified Dispatcher or Paraprofessional available for work in either instance shall be required to stay over or report early.
- B. If the City determines that the work involved is for more than six (6) hours, then the City will first offer such work to the qualified Dispatchers or the qualified Paraprofessionals on the shift who is not scheduled to work on such day in order of seniority. In the event that the qualified Dispatchers or Paraprofessionals decline the work, the junior qualified person among the qualified Dispatchers and the qualified Paraprofessionals on such shift who is not scheduled to work such shift shall be required to work. However, if the City is unable to contact any qualified Dispatcher or qualified Paraprofessional to perform such work, the City shall have the right to hold over or call in a qualified Dispatcher or qualified Paraprofessional consistent with Section 19.1A. above.

In the event the above procedure does not result in obtaining a qualified Dispatcher or qualified Paraprofessional, the City shall have the right to call in, consistent with Sections 18.1 and 18.2, a police officer qualified to perform the available work.

- C. In contacting Dispatchers or Paraprofessionals for work described above, any Dispatcher or Paraprofessional contacted shall be considered the junior person available for work unless otherwise notified.
- D. When a Paraprofessional is called into work as a Dispatcher, he shall be paid the Paraprofessional wage rate.
- E. Sections 18.1, 18.2, 19.1 and 19.2 do not require the City to call in an employee to work overtime. At all times, the City may reassign an on-duty employee to replace an absent employee.

19.2: The provisions of Section 19.1 shall not apply to calling in a person for Paraprofessional work. Such work shall be assigned to the Paraprofessionals.

19.3: The provisions of Section 19.1 shall not apply to calling in dispatchers for any special event assignments.

#### ARTICLE XX OVERTIME ROSTERS AND SCHEDULES

20.1: For each calendar year, the City shall maintain a list showing the number of overtime hours worked and declined by each Dispatcher and Paraprofessional, and a separate list for police officers covered by this contract. Such list(s) shall be available on request for inspection by any employee covered by this contract.

20.2: After the City has posted the schedule of work for employees, the City will not require an employee to change his scheduled days off or scheduled hours of work without 7 calendar days' notice. This provision shall not apply to the scheduling of overtime as provided in Articles XVIII and XIX.

#### ARTICLE XXI TRAVEL TIME AND CLASS TIME

21.1: Travel Time and Class Time. When an employee is specifically directed by the City to attend a work-related

school and/or training program, the employee shall be paid for actual class time subject to Paragraph 21.2 and actual travel time to and from the school or training program at either the applicable straight time or overtime rate provided that, (1) if an employee's actual class time and travel time are equal to or less than eight (8) hours, he shall be paid only for actual class and travel time; (2) the employee must report to the station immediately before and after attendance at and/or travel from the school or training program, unless excused by the Chief.

21.2: If an employee attends a class which extends more than one day, the number of hours spent in class and travel time shall be averaged. If the time spent in class, traveling and on duty for those days averages less than 8 hours per day, then the employee will receive no additional compensation; if the time spent averages more than 8 hours per day, then the employee shall be paid at the applicable overtime rate for those average hours in excess of eight (8).

21.3: This Article does not include post-secondary courses which are a prerequisite or requisite to obtaining or retaining a position within the Department.

## ARTICLE XXII EXTENSION OF SENIORITY ON LEAVE

22.1: Leave of Absence. For justifiable reasons an employee may be granted a leave of absence without pay of up to one (1) week by the Chief of Police. Request for leaves involving more than a week or a request for a renewal must be in writing and approved in writing by the City Manager with a copy to the Union. Leaves shall be considered on an individual basis, and the length of time approved shall be at the discretion of the City. During the period of absence, the employee shall not engage in gainful employment other than Union employment.

Employees on leave shall accumulate seniority, with the exception of employees on leave in the employ of this Union or its affiliates.

22.2:A. On Duty Injury. An employee who has been permanently, partially incapacitated by occupational injury or illness arising out of and in the course of his employment with the City, may be assigned other work in the bargaining unit which, in the judgement of Management and agreeable to the Union, he is capable of performing, provided that this provision shall not accord him superseniority beyond his seniority date to continue working.



B. An employee so assigned shall be paid the regular rate of the job to which he is assigned unless his incapacity renders him unable to perform a normal day's work, in which case a lesser rate shall be negotiated between the City and the Union. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Worker's Compensation Act.

22.3: Seniority on Leave. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof.

22.4: Light Duty for Police Officers. Provided that the City decides to maintain the same manpower which it maintained on January 1, 1986, the City agrees that it will allow up to 2 police officers who are physically disabled from performing all of their regular assignments for a prolonged period of time to perform light duty assignments including dispatch duties which are of the type performed by employees covered by this agreement, subject to the following:

- (A) a police officer may not be on light duty for more than one occasion (up to a maximum of 240 calendar days) in any 36 month period, unless the light duty is the result of giving birth and is approved by the Chief;
- (B) to qualify for light duty, the police officer must present medical documentation justifying a need for light duty, provided that the City retains the right to have the police officer examined by a physician of its choice to determine such need, and, in the event of a disagreement between the City's physician, the police officer's condition shall be reviewed by a third physician selected by the City and Union; the decision of the third physician shall be final;
- (C) requests for light duty shall be considered on a first come/first serve basis, and in the event that more police officers request light duty on the same calendar day than can be allowed, the senior police officer shall be given preference.
- (D) if as a result of a layoff, the City is maintaining less manpower than maintained on January 1, 1986, the City may recall the employee on layoff and deny a request for light duty;

- (E) the City may deny any request for light duty based on a sufficient business necessity.
- (F) the City retains the right to make shift transfers consistent with Section 14.13 to accommodate a legitimate request for light duty.
- (G) this light duty section is intended to cover the occasional serious situation resulting from a temporary physically debilitating condition which prohibits the employee from performing all of the functions of his position.

Section 22.5:

A. In the event an employee is disabled and unable to work within the Police Department at his regular salary, except as otherwise provided in this Article, as a result of duty connected personal injury or illness arising out of and in the course of his employment, and in fact is paid Worker's Compensation benefits, the employee will be paid for those days the employee would otherwise have been scheduled to work 100% of his regular base pay for the period beginning on the 14th calendar day of disability through 1 year from the date of such disability.

The period will begin on the 1st calendar day of disability through 1 year from the date of such disability in the event that the compensability of the disability under Workers Compensation is not disputed and the employee is placed off work by the City physician.

Such payment will consist of the Worker's Compensation payment, supplemented by any other disability benefits provided by the City, and an additional supplement provided by the City. The additional supplement provided by the City will be made for a period not to exceed 1 year, and will be provided without deduction from the employee's accrued sick leave.

For the first 14 calendar days if applicable, as set forth above, and in the event that the employee is unable to return to his regular duties after a period of 1 year, accrued illness allowance or vacation leave shall be used, and deducted, on a pro-rata basis to provide up to 100% of base pay.

During the time that any Worker's Compensation claim is pending, but benefits have not been received, the employee shall utilize accrued illness allowance or vacation leave. If Worker's Compensation benefits are subsequently awarded for such period of time, the employee will endorse the benefits to the City and shall receive the equivalent credit in accrued leave. If an employee exhausts accrued leave while a Worker's Compensation claim is pending, the employee shall receive disability benefits as described in subsection B. below, and health insurance benefits will be continued for a period not to exceed 1 year.

B. In the event an employee is disabled and unable to work within the Police Department at his regular salary and position as a result of illness or injury not compensable under the Worker's Compensation Act, the employee will receive disability benefits in accordance with Article IX, Section 9.3. Accrued illness allowance or vacation leave shall be used, and deducted, on a pro-rata basis to provide up to 100% of base pay.

C. The City may, at its option, require a confirming statement and evidence from a medical doctor relative to the nature of injury or illness and the duration of absence.

D. An employee unable to return to work within twenty four (24) months of the date of injury or illness shall no longer accrue additional paid leave time or other benefits earned by active employees; provided that this provision shall not affect the disabled employee's benefits on the date of disability as applicable regarding health insurance, disability insurance, disability pension, and other benefits as set forth in the contract. An employee's seniority shall terminate thirty six (36) months after the date of injury or illness; however, the termination of seniority shall not impact upon entitlement to previously earned paid leave, or short-term disability and long-term disability, or disability pension.

ARTICLE XXIII  
WAGES AND CLASSIFICATIONS

23.1: The salary schedules for the term of this contract are attached hereto as Exhibit "A" and made a part of this Agreement.

23.2: Movement to the maximum of the pay grade is on a merit basis and not automatic.

23.3: When an employee is promoted to a higher classification he or she shall be placed in the step of that classification which has a wage rate immediately higher than the rate he or she received prior to such promotion, provided that a Dispatcher or Paraprofessional becoming a police officer shall start at the minimum rate for the Patrol Officer, but shall not suffer a break in eligibility for insurance coverage. As an example, if a Dispatcher or Paraprofessional with nine months continuous service promotes to a police officer position he shall continue to receive health insurance, even though police officer eligibility for health insurance is six (6) months.

23.4: Effective January 1, 2004, unit members who have achieved five (5) years of service, and who have achieved appropriate credentialed training established by the Department in 2 or more specialized skills areas established by the Department, shall receive an additional 1.6% in salary as reflected in the attached salary tables. Specialized Skills areas for Police Officers are shown in Exhibit A. Effective January 1, 2017, unit members must reach at least two (2) years of service to qualify for additional specialty pay for two (2) or more specialized skills areas.

Dispatchers, having achieved five (5) years of service are decreed to have achieved the appropriate credentialed training.

The Department reserves the right to add or delete specialized skills areas according to operational needs.

Effective July 1, 2020, unit members who have less than four (4) years of service and who have achieved compliance with the department's mandatory annual compliance standard of training (See Exhibit A) consistent with the mandatory standards of compliance for department accreditation shall receive an additional 1.4% in salary as reflected in the attached salary tables. Unit members who have achieved four (4) years of service and who have achieved compliance with the department's mandatory annual compliance standard of training (See Exhibit A) consistent with the mandatory standards of compliance for department accreditation shall receive an additional 4.0% in salary as reflected in the attached salary tables.

Effective July 1, 2020, unit dispatch members who have achieved compliance with the department's mandatory annual dispatch compliance standard of training (See attached Exhibit) consistent with the mandatory standards of compliance for department accreditation shall receive an additional 1% in salary as reflected in the attached salary tables. The Department reserves the right to add to or delete training areas in accordance with operational needs and/or as necessary to maintain department accreditation.

23.5: With regard to new hires for the position of Police Officer, the Police Chief has the sole discretion to recognize up to no more than three (3) years of services as a certified sworn police officer in another jurisdiction in establishing the starting salary. In no event shall the starting salary be above the 36 month rate for Police Officer.

In any case when the Police Chief elects to recognize prior service as described above, there will be no effect on the probationary period as set forth in Article XV of this Agreement, on seniority as set forth in Article XVI, on layoff and recall provisions, or on the determination of any benefits or seniority rights whatsoever.

#### ARTICLE XXIV VACATION

Seniority employees shall be granted vacation according to this paragraph, except that employees shall not be granted vacation leave during their first six (6) months of employment:

- A. an employee with less than one full year of service prior to January 1st of any year is entitled to annual leave in the proportion that his months worked bear to twelve (12) months.
- B. an employee with one full year of service, but less than five (5) years of service prior to January 1st of any year, shall receive two (2) weeks (ten (10) work days) vacation.
- C. an employee with five (5) years of service but less than ten (10) years of service prior to January 1st of any year, shall receive three (3) weeks (fifteen (15) work days) vacation.
- D. an employee with ten (10) or more years of service prior to January 1st of any year shall receive four (4) weeks (twenty (20) work days) vacation.

- E. an employee with fifteen (15) or more years of service prior to January 1<sup>st</sup> of any year shall receive 21 work days vacation.
- F. an employee with sixteen (16) or more years of service prior to January 1<sup>st</sup> of any year shall receive 22 work days vacation.
- G. an employee with seventeen (17) or more years of service prior to January 1<sup>st</sup> of any year shall receive 23 work days vacation.

Above accrual changes to be effective in January 2005 for vacation leave to be taken in 2006.

- H. an employee with twenty (20) or more years of service prior to January 1<sup>st</sup> of any year shall receive five (5) weeks (twenty-five (25) work days) vacation.

24.2: Employees shall accrue vacation only as long as the employee is directly paid compensation by the City. In the year in which an employee ceases to be directly paid by the City, his vacation pay for that year shall be pro-rated on the basis of the number of calendar days in the period for which he was directly paid and 365 days.

#### ARTICLE XXV HOLIDAYS

25.1: The City recognizes the following holidays:

- 1. New Year's Day
- 2. Memorial Day
- 3. Independence Day
- 4. Labor Day
- 5. Thanksgiving Day
- 6. Friday after Thanksgiving Day (Cash)
- 7. Christmas Day
- 8. December 24th
- 9. December 31st
- 10. Personal Days (3)
- 11. Employee's Anniversary Date of Hire
- 12. Good Friday (Cash)
- 13. Martin Luther King, Jr. Birthday (effective January 1, 1991)

25.2: For employees, all holidays (except Good Friday and the Friday after Thanksgiving Day which are to be paid in cash if the employee is on the payroll) shall be taken in conjunction with an employee's vacation during the calendar year following the year in which the holidays occur.

If an employee terminates prior to his vacation, he will be paid for all holidays which have preceded his date of termination.

25.3: Effective July 1, 2013, Employees who actually work on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, July 4<sup>th</sup> or Thanksgiving Day shall receive a \$100 premium for each day actually worked. Payment will be made in the employee's regular bi-weekly pay check.

ARTICLE XXVI  
UNIFORM ALLOWANCE

26.1: Effective July 1, 2014 each police officer will receive an annual uniform allowance payment of \$450.00 including the position of School Liason Officer, Detective and Sergeant. No additional allowance shall apply. This allowance shall be credited to the employee's account in the uniform fund. The uniform fund shall be administered by the Chief of the Police Department or a staff officer designated by him. An employee who leaves the City's employ and at such time is eligible for a retirement benefit under the Retirement System for the City of Birmingham shall be paid the balance in their uniform account.

26.2: The employee shall be responsible for maintaining his uniform in the standards established by the Department.

26.3: No checks will be issued for an amount greater than the balance in an employee's account.

26.4: The balance remaining at the end of the fiscal year shall remain in the employee's account.

26.5: This account is for the sole use of the employee for purchasing required uniforms and authorized optional items and may not be used for other purposes. Among the authorized optional items are a "mini mag-lite" and a rechargeable "mag lite."

26.6: The City shall provide a new police officer or paraprofessional the uniform and equipment listed on Exhibit F. Such an officer or Paraprofessional shall receive his first uniform allowance on the July 1 following his first anniversary date of hire.

26.7: Dispatchers Uniforms: An original issue of 3 short sleeve and 3 long sleeve shirts, 3 pair of trousers, a belt, and other accessories to be determined by the department, to be selected by the department, shall be provided to all Dispatchers. Replacements for worn or damaged items may be authorized by the Services Commander.

#### ARTICLE XXVII CLEANING ALLOWANCE

27.1: In addition to the clothing allowance provided above, the City shall pay to police officers and Sergeants \$200.00 per year. Effective November 1, 2004 Dispatchers shall receive the cleaning allowance. This amount shall be payable in two equal installments; one installment being paid November 1st, and the other installment being paid February 1st to each employee on the payroll on such dates and be subject to taxation as required by the taxing authorities.

#### ARTICLE XXVIII SICK LEAVE

28.1: Sick leave shall be allowed only in cases of actual sickness or disability of an employee or as provided in Article XI.

28.2: Seniority employees are allowed one (1) day (eight (8) hours) sick leave credit for each month in service, beginning with the first full calendar month of service:



- A. No sick leave will be granted before it has been earned.
- B. Unused sick leave credits may accumulate to the total of sixty (60) days (480 hours).
- C. Effective January 1, 2014 current employees will accrue sick leave credits commencing with calendar year 2014 at the rate of one (1) day per month. There shall be no limit to the accumulation of days at such rate.

28.3: Employees will be credited with sick leave earned after they complete their first six (6) months of employment.

28.4: In order to receive sick leave the employee must notify his supervisor before he is scheduled to report, unless physically impossible. Failure to do so may be cause for denial of paid sick leave. Sick leave may be used to supplement any insurance benefits received so that combined benefits are equal to, but do not exceed, approximate gross biweekly pay.

28.5: If the City, based on reasonable grounds determines that an employee has misused his sick leave, the employee shall lose his pay for the first day of absence commencing with the third period of absence after the City notifies the employee in writing of his misuse of sick leave. Such penalty shall be applied to the employee's first day of absence commencing with such third pay period and each additional period of absence thereafter within twelve (12) months after the City notifies the employee in writing of his misuse of sick leave.

28.6: The sick leave earned to date shall be posted on the employee's record on January 1, of each year:

- A. If any employee is absent from work due to illness or disability prior to the start of is previously scheduled vacation period, and continues ill during his vacation period he may charge the time to his illness allowance at his option.

- B. Any illness or disability occurring after a vacation period has started will not be charged to illness allowance but will be charged to vacation up to the extent of the previously arranged vacation period.

28.7: Except as provided in Section 28.14, an employee who terminates his employment with the City will forfeit any sick leave that he may have accumulated. In the event that he is later re-hired, he shall be considered a new employee for all purposes.

28.8: Sick leave will be accrued and charged to the nearest half hour and is computed from the first half hour of the employee's absence, when approved.

28.9: The amount of sick leave used by an employee will be equal to the number of regularly scheduled hours he would otherwise have worked during his absence. During January of each year, a report will be made to each employee showing his accumulated sick leave.

28.10: A certification from a physician of the City's choosing may be required by the department head as evidence of illness or disability before compensation for the period of illness or disability is allowed. Any question as to eligibility, etc., shall be resolved through the grievance procedure.

28.11: A written authorization from the employee's attending physician is required before an employee may return to work following a prolonged illness or injury absence.

28.12: Inability to work because of proven sickness or injury shall not result in loss of seniority rights.

28.13: Sick leave shall cease to accrue in instances where an employee no longer is being paid directly by the City. For the month in which the employee is last paid by the City his sick leave for the month shall be prorated based on the number of days in that month for which he was directly paid by the City and thirty (30) days.

28.14 Upon disability retirement under the City's retirement system, an employee shall be entitled to receive an amount equivalent to the unused hours accumulated in his illness allowance bank in excess of 480 hours; such payment shall be based on the employee's hourly rate of pay and paid as of the date of disability retirement.

Effective July 1, 2013, upon death, normal or deferred retirement with twenty or more years of service under the City's retirement plan, an employee shall be entitled to receive an amount equivalent to 50% of the unused hours (up to a maximum of 1200 hours) accumulated in his/her illness allowance bank, for a maximum payment of 600 hours (1200 x 50%).

Employees hired on or after July 1, 2013 shall not be entitled to receive any payout for unused hours in their illness allowance bank upon death or normal or disability retirement.

28.15: Effective January 1, 1991, an employee who as of January 1, 1991, or as of any subsequent January 1, has a balance of at least 480 sick leave hours, and who does not use any sick leave (whether for emergency leave or otherwise) during the calendar year commencing on such date, shall receive a bonus of one personal day which shall be taken during the following calendar year. As an example, an employee who as of January 1, 1991 has at least 480 sick leave hours and who has not used any sick leave time during calendar years 1991, shall receive eight (8) hours personal time which shall be used during calendar year 1992.

Effective July 1, 2004 an employee who begins the calendar year with more than 480 hours accrued, at the end of that calendar year, may elect at their option to be paid in cash for hours accrued in excess of 480 hours up to no more than 40 hours.

ARTICLE XXIX  
NON-DISCRIMINATION

30.1: The City and the Union shall not discriminate against employees because of age, sex, race, national origin or religion. All titles which reflect sex will be interpreted so that whenever the term he or she is used such terms shall refer to both males and females.

ARTICLE XXX  
JOINT STATEMENT ON SOCIAL INJUSTICE

The parties affirm that racism, bigotry, prejudice and social intolerance have no place in our society or in the law enforcement profession. To earn and maintain the trust of the entire community, which is a necessary and basic pre-requisite for policing, law enforcement must consistently hold itself to the highest standards of ethical conduct and take action when those standards are not met. Police misconduct will not be tolerated, and the parties pledge to work together to minimize the potential for misconduct through appropriate training, reviews and communication of policies, adoption of best practices, and the commitment to an ongoing dialog to ensure that the principles of social justice, fairness, respect, transparency, dignity, and security for all remain in the forefront of departmental culture and community engagement.

ARTICLE XXXI  
MANAGEMENT RESPONSIBILITY

31.1: It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the right to decide the number and location of its facilities and stations, the work functions to be performed, maintenance and repair, amount of supervision necessary, equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserves the right to establish and maintain Rules, Regulations and Procedures governing the operation of the Police Department and the employees therein, except when limited by the express provisions appearing elsewhere in this Agreement.

31.2: It is further recognized that the responsibility for the management of the Department, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to release employees because of lack of work or for other legitimate reasons is vested exclusively in the City. Employees shall have the right to process grievances in accordance with the procedure in this Agreement, if the Union believes the City has violated this Agreement or its Rules and Regulations relating to employment.

31.3: It is expressly agreed by the parties hereto that the present Personnel Policies, Rules and Regulations for the Police Department will be continued and the Union agrees that the City shall continue to have all rights set forth therein provided that there is nothing therein which is specifically and expressly inconsistent with the terms of this Agreement.

ARTICLE XXXII  
MOTORCYCLE ASSIGNMENTS

32.1: The City will assign work to be performed on a motorcycle to police officers who volunteer for such work, provided that, if no police officers or insufficient police officers volunteer for such work, the City shall assign the junior qualified and licensed police officer(s) to perform such work.

ARTICLE XXXIII  
BULLETIN BOARD

33.1: The City agrees to furnish a bulletin board for the Association's use. Bulletins are to be restricted to the following types of notices:

- A. Recreational and social functions;
- B. Union meetings;
- C. Results of Union elections and promotions;
- D. Reports of Union Committees; and;
- E. Union related matters (any matters in this category which the City believes are offensive shall be discussed with the Union).

Any other notices the Union decides to post must be approved by the City Manager or Chief of Police before being posted. The Union shall designate in writing an employee who shall be responsible for all union notices posted on the bulletin board. The City agrees to provide adequate space for the Union to place two standard size file cabinets.

ARTICLE XXXIV  
POLYGRAPH EXAMINATION

34.1: The City shall not require a polygraph examination, lie detector test, or similar test of any employee covered by this contract, nor shall it discharge an employee solely because such employee refuses or declines a polygraph examination, lie detector test, or similar test nor discharge an employee solely because of an alleged or actual opinion that such employee did not tell the truth during a polygraph examination, lie detector test, or similar test. The City may offer the employee the opportunity to take a polygraph examination.

ARTICLE XXXV  
RESIDENCY REQUIREMENTS

35.1: A police officer covered by this Agreement shall be required to establish his permanent residency within the boundaries outlined in Exhibit G, which (effective July 1, 1999) encompass the area of the north side of Five Mile Road, the east side of Duck Lake Road, the south side of the Oakland County Line, and the west side of Romeo Plank Road. A new police officer must meet the residency requirements by the time he completes the one-year probationary period provided in this Agreement.

ARTICLE XXXVI  
AUXILIARY POLICE PROGRAM

36.1: The City has a Police Auxiliary Program, staffed by volunteers. In recognition of the expanded residency requirements, the Union and its members agree to cooperate fully, to be cordial, helpful and to enthusiastically support the Auxiliary Police Program by: (1) having a member of the Union sitting on the panel interviewing prospective auxiliary officers; (2) assisting in the training of auxiliary officers which includes both classroom and on-the-road training; and (3) allowing auxiliary officers to ride with police officers and during such time, extending them courteous treatment.

The points listed in this Section are merely illustrations of the type of cooperation and courtesy which the Union and its members agree to extend to auxiliary officers.

It is the City's and Union's intent to have a cooperative effort to develop a strong Auxiliary Police Program.

Except for current auxiliary officers, an Auxiliary officer, at the time of his appointment, must be a City resident or be employed in the City or own a business or property in the City. Current auxiliary officers may continue in the Auxiliary Police Program.

Auxiliary officers shall continue to be used as provided in the Police Department Procedures Manual in effect January 1, 1989 provided that the ratio of police officers to auxiliary officers shall be modified as follows:

3 Auxiliary Officers to	2 Police Officers
5 Auxiliary Officers to	3 Police Officers
7 Auxiliary Officers to	4 Police Officers
9 Auxiliary Officers to	6 Police Officers
12 Auxiliary Officers to	8 Police Officers
14 Auxiliary Officers to	9 Police Officers
16 Auxiliary Officers to	10 Police Officers
18 Auxiliary Officers to	12 Police Officers

#### ARTICLE XXXVII DEFERRED COMPENSATION

37.1: Employees may participate in the ICMA Deferred Compensation Plan. An employee may sign up for or make changes in the amount of his contribution or elections only during the first full week of July and December of each year. Changes or withdrawals cannot be made at any other times.

#### ARTICLE XXXVIII DRUG SCREENING PROGRAM

38.1: After negotiations with the Union about the effects on police officers under this Agreement, the City has adopted a drug screening program which is attached as Exhibit H to this Agreement. To the extent such program applies to police officers under this Agreement, the program, which is a part of The City's Rules and Regulations, is incorporated into this Agreement.



ARTICLE XXXIX  
SEPARABILITY

39.1: This Agreement is subject to the Laws of the State of Michigan, and in the event that any provision of this Agreement shall, at any time, be held to be contrary to Law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

**Public Act No. 9 of 2011**

As required by state law, the parties incorporate the necessary language under Public Act No: 9. This provision shall immediately sunset if the Act is ruled unconstitutional or invalid in a final decision by the court of competent jurisdiction.

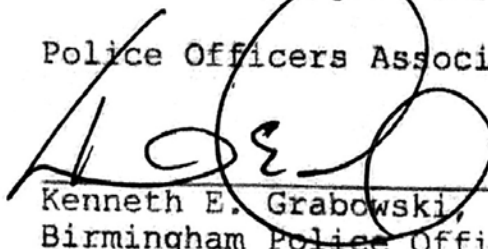
ARTICLE XL  
TERMINATION

40.1: Except as otherwise specifically provided in this Agreement, this Collective Bargaining Agreement, as amended, shall become effective on the date it is signed by both parties and will expire at midnight on June 30, 2022. Request for negotiations for the next fiscal year shall be made to the City prior to April 1, 2022.

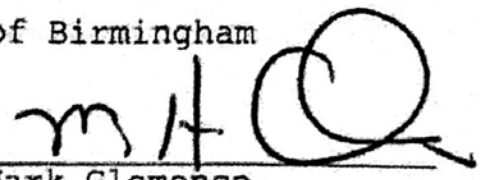
40.2: In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending a resolution of new contract for the next fiscal year.


Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

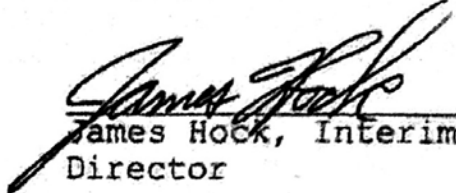
Police Officers Association of Michigan City of Birmingham

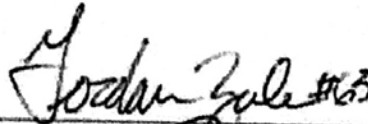
  
Kenneth E. Grabowski,  
Birmingham Police Officers Association

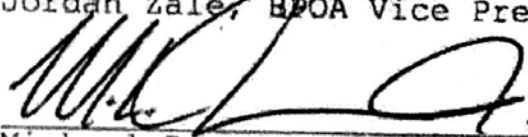
4-21-21

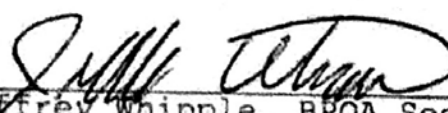
  
Mark Clemence,  
Police Chief

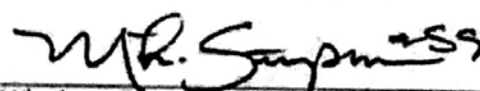
  
Joshua Bouchard, BPOA President

  
James Hock, Interim HR  
Director

  
Jordan Zale, BPOA Vice President

  
Michael Romanowski, BPOA Treasurer

  
Jeffrey Whipple, BPOA Secretary

  
Michael Simpson, Sgt. at Arms

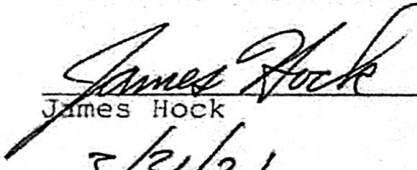
LETTER OF AGREEMENT

The City of Birmingham ("City") and the Police Officers Association of Michigan ("POAM") negotiated with respect to those rights included within the City's Management Responsibility in Article XXXI. The City and POAM agree that at least as to Dispatchers and Paraprofessionals the City retains the right to decide whether to discontinue its services provided by these employees, or expand such services, or consolidate such service with another governmental unit.

This Agreement as to the City's right as to Dispatcher and Paraprofessionals and the fact that it has been reduced to writing is without prejudice to the City's position that it has a similar right as to all work performed by any employee in the POAM bargaining unit.

This Letter Agreement shall not be used by the Union to assert that the City does not possess rights similar to those specified in this Letter Agreement as to work performed by any employee in the POAM bargaining unit.

CITY OF BIRMINGHAM

  
James Hock

3/31/21  
Date:

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
Ken Grabowski

4-21-21  
Date:

Letter of Understanding

City of Birmingham  
And  
Police Officers Association of Michigan  
Representing the Birmingham Police Officers Association

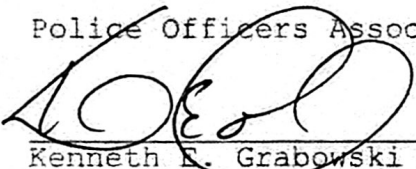
PA 152

It is understood and agreed by the parties that the City shall implement the provision of PA152 effective August 1, 2012. The City shall implement the hard dollar cap provisions. The City may, at its option, offer one or more additional health plans which maybe elected by individual unit members.

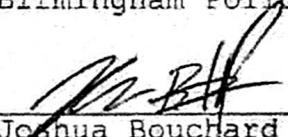
Should the City give notice of their intent to change PA 152 compliance options from the status as of the date of this agreement (7/1/13), either party may request to reopen negotiations over dealing with co-pays, deductibles and coinsurances prior to implementation of a change. Employee contributions under PA 152 are not subject to negotiations. In the event the parties do not reach an agreement, the matters subject to this section shall be resolved through arbitration pursuant to Act 312 of 1969, as amended.

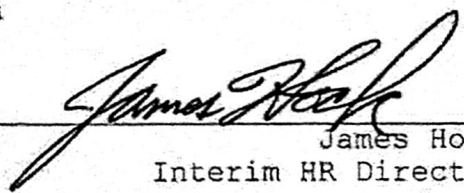
Police Officers Association of Michigan

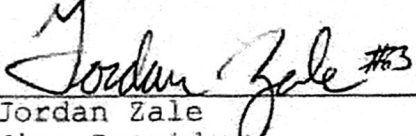
City of Birmingham

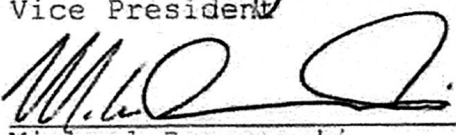
 4-21-21  
Kenneth E. Grabowski  
Birmingham Police Officers Association


  
Mark Clemence, Police Chief

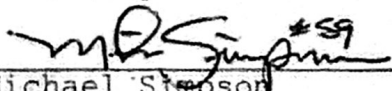
  
Joshua Bouchard  
President

  
James Hock  
Interim HR Director

 #3  
Jordan Zale  
Vice President

  
Michael Romanowski  
Treasurer

  
Jeffrey Whipple  
Secretary

 #59  
Michael Simpson  
Sgt. At Arms

**Group:** Police Officers  
**Letter Code:** G  
**Hours:** 2080  
**Effective:** July 1, 2019

2%

PAY GRADE POSITION		A	B	C	D	E	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	36 Months	48 Months	60 Months
01 (I)									
Police Officer	H	22.460	25.039	27.601		30.178	32.740	35.275	35.839
	W	898.416	1,001.558	1,104.048		1,207.109	1,309.598	1,410.986	1,433.549
	B	1,796.832	2,003.117	2,208.096		2,414.218	2,619.197	2,821.973	2,867.098
	M	3,893.136	4,340.086	4,784.208		5,230.805	5,674.926	6,114.274	6,212.045
	A	46,717.632	52,081.037	57,410.496		62,769.658	68,099.117	73,371.293	74,544.538
02 (II)									
Officer/Sergeant	H	35.775	36.632		37.445	38.394			
Youth Officer Sergeant	W	1,431.019	1,465.291		1,497.809	1,535.753			
School Liaison Officer Sgt.	B	2,862.038	2,930.582		2,995.618	3,071.506			
	M	6,201.083	6,349.595		6,490.505	6,654.929			
	A	74,412.998	76,195.142		77,886.058	79,859.146			

EXHIBIT "A"

**Group:** Police Officers  
**Letter Code:** G  
**Hours:** 2080  
**Effective:** July 1, 2020

1.5%

PAY GRADE POSITION		A Minimum	B 6 Months	C 12 Months	D 18 Months	E 24 Months	G 36 Months	H 48 Months	I 60 Months
01 (I)									
Police Officer	H	23.041	25.659	28.259		30.874	33.475	36.048	36.620
	W	921.652	1,026.341	1,130.368		1,234.975	1,339.002	1,441.911	1,464.812
	B	1,843.304	2,052.683	2,260.737		2,469.950	2,678.004	2,883.822	2,929.623
	M	3,993.825	4,447.479	4,898.263		5,351.559	5,802.342	6,248.280	6,347.517
	A	47,925.896	53,369.752	58,779.153		64,218.702	69,628.104	74,979.362	76,170.206
02 (II)									
Officer/Sergeant	H	36.556	37.426		38.251	39.214			
Youth Officer Sergeant	W	1,462.244	1,497.030		1,530.036	1,568.549			
School Liaison Officer Sgt.	B	2,924.488	2,994.060		3,060.071	3,137.097			
	M	6,336.391	6,487.131		6,630.154	6,797.044			
	A	76,036.693	77,845.570		79,561.848	81,564.533			

EXHIBIT "A"

**Group:** Police Officers  
**Letter Code:** G  
**Hours:** 2080  
**Effective:** July 1, 2021

1.5%

PAY GRADE POSITION		A	B	C	D	E	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	36 Months	48 Months	60 Months
01 (I)									
Police Officer	H	23.387	26.043	28.683		31.337	33.977	36.588	37.170
	W	935.477	1,041.737	1,147.324		1,253.500	1,359.087	1,463.539	1,486.784
	B	1,870.953	2,083.473	2,294.648		2,506.999	2,718.174	2,927.079	2,973.568
	M	4,053.732	4,514.192	4,971.737		5,431.832	5,889.377	6,342.004	6,442.730
	A	48,644.785	54,170.299	59,660.841		65,181.983	70,672.525	76,104.053	77,312.759
02 (II)									
Officer/Sergeant	H	37.104	37.987		38.825	39.802			
Youth Officer Sergeant	W	1,484.178	1,519.486		1,552.986	1,592.077			
School Liaison Officer Sgt.	B	2,968.356	3,038.971		3,105.972	3,184.154			
	M	6,431.437	6,584.438		6,729.606	6,899.000			
	A	77,177.244	79,013.253		80,755.276	82,788.001			

EXHIBIT "A"

**Group:** Dispatcher  
**Letter Code:** T  
**Hours:** 2080  
**Effective:** July 1, 2019

2%

PAY GRADE POSITION		A	B	C	D	E	F	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	48 Months	60 Months
01 (I)										
Dispatcher	H	17.694	20.674	23.008	-	23.746	-	24.462	24.934	25.336
	W	707.758	826.975	920.326	-	949.824	-	978.466	997.356	1,013.431
	B	1,415.515	1,653.950	1,840.651	-	1,899.648	-	1,956.931	1,994.712	2,026.862
	M	3,066.950	3,583.559	3,988.078	-	4,115.904	-	4,240.018	4,321.876	4,391.535
	A	36,803.395	43,002.710	47,856.931	-	49,390.848	-	50,880.211	51,862.512	52,698.422

EXHIBIT "A"



**Group:** Dispatcher  
**Letter Code:** T  
**Hours:** 2080  
**Effective:** July 1, 2020

1.5%

PAY GRADE POSITION		A	B	C	D	E	F	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	48 Months	60 Months
01 (I)										
Dispatcher	H	18.203	21.228	23.597	-	24.346	-	25.073	25.552	25.960
	W	728.134	849.139	943.890	-	973.831	-	1,002.902	1,022.076	1,038.392
	B	1,456.267	1,698.279	1,887.780	-	1,947.662	-	2,005.804	2,044.152	2,076.785
	M	3,155.246	3,679.604	4,090.190	-	4,219.934	-	4,345.910	4,428.996	4,499.700
	A	37,862.946	44,155.251	49,082.285	-	50,639.211	-	52,150.914	53,147.950	53,996.399

EXHIBIT "A"

**Group:** Dispatcher  
**Letter Code:** T  
**Hours:** 2080  
**Effective:** July 1, 2021

1.5%

PAY GRADE POSITION		A	B	C	D	E	F	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	48 Months	60 Months
01 (I)										
Dispatcher	H	18.476	21.547	23.951	-	24.711	-	25.449	25.935	26.349
	W	739.056	861.877	958.048	-	988.438	-	1,017.946	1,037.407	1,053.968
	B	1,478.111	1,723.753	1,916.097	-	1,976.877	-	2,035.891	2,074.814	2,107.936
	M	3,202.574	3,734.798	4,151.543	-	4,283.233	-	4,411.098	4,495.431	4,567.195
	A	38,430.890	44,817.580	49,818.519	-	51,398.799	-	52,933.178	53,945.169	54,806.345

EXHIBIT "A"

## EXHIBIT A, Continued

### SPECIALIZED SKILLS

Class 3 Breath Test Operator  
C.A.D./Dispatch Desk  
Chemical Spray Instructors  
Defensive Tactics Instructors  
Driving Instructors  
Evidence Technician  
Field Training Officer  
Hostage Negotiators  
Motor Carrier  
Sniper  
Range Officer/Firearms Instructors  
Traffic Accident Investigators  
Motorcycle Operators  
Pepperball Instructors  
Computer Forensics  
TASER Instructor  
K-9 Instructor  
Alcohol Traffic Enforcement  
Mountain Bike

## Department Mandatory Annual Compliance Standard of Training

The below list of required training represents mandatory standards as set forth by the Michigan Commission on Law Enforcement Standards (MCOLES), mandatory standards required by the Michigan Association of Chiefs of Police (MACP) Accreditation Program and other standards as developed and required by the Birmingham Police Department. These training standards represent skills and knowledge that may be utilized by all officers on a daily basis and therefore are mandatory.

Additionally, officers will be selected/assigned to a variety of specialization training programs to increase their skills and abilities. A minimum of two are required for the skills premium.

### A. All Sworn Police Officers:

1. Firearms Qualification (both handgun and long gun) consistent with the MCOLES standard of proficiency - Every year
2. Defensive Tactics/Subject Control/Use of Force Continuum/Officer Safety consistent with PPCT standard of proficiency - Every year
3. Taser consistent with Taser level of proficiency - Every year
4. Legal Update to be administered by the City Attorney consistent with MCOLES legal update performance standards - Every year
5. HAZMAT and Narcan to be administered by the Birmingham Fire Department - Every year
6. AED/CPR/Bloodborne Pathogens to be administered by the Birmingham Fire Department - Every 2 years
7. FEMA - As required by the Department of Homeland Security
8. LEIN (Law Enforcement Information Network) certification/Security Awareness (mi-train) administered by the Michigan State Police - Every 2 years
9. Driving Instruction/Vehicle Pursuits administered by department staff and/or outside training - Every 3 years
10. Cultural Diversity/Biased Based Policing administered by department staff and/or outside training - Every 3 years
11. Mental Illness administered by department staff and/or outside training - Every 3 years
12. Ethics to be administered by department staff/outside training - Every 3 years
13. Supervision and Care of Detainees administered by department staff/outside training - Every 3 years

B. All Dispatchers:

1. Within 24 months of the date of hire, complete eighty (80) hours of telecommunications training as administered by the Michigan Public Service Commission (MPSC)
2. Complete 24 hours of continuing education every two (2) years
3. AED/CPR/Bloodborne Pathogens to be administered by the Birmingham Fire Department - Every 2 years
4. LEIN (Law Enforcement Information Network) certification and Security Awareness (mi-train) administered by the Michigan State Police - Every 2 years
5. Emergency Medical Dispatch (EMD) certification and renewal - Every 2 years
6. Supervision and care of detainees administered by department staff/outside training - Every 3 years

The Department reserves the right to add to or delete training areas in accordance with operational needs and/or as necessary to maintain department accreditation.

## EXHIBIT "B"

The Optical Plan provided in Article IX is the Health Application Network Plan. Consistent with the provisions of Article IX, employees shall elect as part of an insurance option outlined in Article IX, employees shall elect as part of an insurance option outlined in Article IX, either HAN Plan I or II.

### Any Vision Provider

\*Itemized receipt required

Examination	100%
Lenses (Pair) Single Vision	\$65.00
Bifocal	\$90.00
Trifocal	\$100.00
Lenticular	\$115.00
Frames	\$90.00
Contact Lenses	\$130.00

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## EXHIBIT "C"

### COMPREHENSIVE DENTAL EXPENSES INSURANCE

#### SUMMARY OF EXPENSE BENEFITS

The benefits summarized below and more particularly described on the following pages are separate from Medical Expense Benefits. Benefits for each of an employee's insured dependents will be on the same basis as his own.

#### PLAN I

Benefit.....80% of Covered Dental Expenses for  
Type I services;

80% of Covered Dental Expenses  
for Type II services;

60% of covered Dental Expenses  
for Type III.

Maximum Benefits..... \$1,500.00 for all expenses in any  
one calendar year except  
orthodontic expenses. This  
maximum applies separately to  
each insured family member.

Schedule "C" (Continued)

BENEFITS FOR ORTHODONTIC TREATMENT

Covered Dental Expenses, as previously defined, also include charges for orthodontic diagnostic procedures and treatment consisting of surgical therapy, appliance therapy, and functional/myofunctional therapy (including related oral examinations, surgery and extractions) for children under 23 years of age.

The rate of reimbursement for these charges will be 50% of the usual, reasonable and customary charges.

Effective July 1, 1999 - The maximum benefit will be \$1,800.00 for all such expenses incurred during the lifetime of those insured.

The term "orthodontic treatment" means preventive and corrective treatment of all those dental irregularities which result from the anomalous growth and development of dentition and its related anatomic structures or as a result of accidental injury and which require repositioning (except for preventive treatment of teeth to establish normal occlusion).

No benefits are payable for the replacement or repair of an orthodontic appliance.

Orthodontic Limitations

- (1) If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefits for the services, to the extent remaining, shall be resumed.
- (2) The benefit payment obligation for orthodontic services shall be only for months that coverage is in force.



## INTRODUCTION

### Plan Objectives

This Dental Expense Benefits Plan has three basic objectives. These objectives are:

- (1) To provide benefits for listed services which are necessary, of acceptable quality, and appropriate for the treatment of a dental condition.
- (2) To help an insured individual defray the cost of dental care required to restore the mouth to (or to maintain the mouth in) a health form and function with a professionally adequate result.
- (3) To assure uniformity in dental claims administration to all insured individuals, wherever located.

### Reasonable and Customary Charges

This Plan provides benefits for that part of a dentist's charge for a service or supply which is reasonable and customary. Generally speaking, a charge by a dentist is considered reasonable and customary if it does not exceed:

- a) The dentist's usual charge for the service or supply, or
- b) The prevailing charge for the service or supply made by others of similar professional standing in the same geographical area,

whichever is less.

There may be cases where a usual and prevailing charge cannot be readily identified. In these cases, the City will determine the extent to which the charge is covered by taking into account the complexity, degree of professional skill required, and other factors relating to the services or supplies provided.

## COVERED DENTAL EXPENSES

Covered Dental Expenses are the usual charges of a dentist which an employee is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such charges are reasonable and customary charges for services and supplies customarily employed for treatment of that condition, and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed by a licensed dentist and which are received while insurance is in force.

### Type 1 Services

1. Routine oral examinations and prophylaxis (scaling and cleansing of teeth), but no more than once each in any period of six (6) consecutive months.
2. Topical application of fluoride.
3. Space maintainers that replace prematurely lost teeth for children under 19 years of age.
4. Emergency palliative treatment.

### Type II Services

1. Dental x-rays, including full mouth x-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing x-rays (but not more than once in any period of six (6) consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.
2. Extractions.
3. Oral surgery.
4. Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally broken teeth.
5. General anesthetics when medically necessary and administered in connection with oral or dental surgery.
6. Treatment of periodontal and other diseases of the gums and tissues of the mouth.

## Covered Dental Expenses (Continued)

7. Endodontic treatment, including root canal therapy.
8. Injection of antibiotic drugs by the attending dentist.
9. Repair or re-cementing of crowns, inlays, on-lays, bridgework or dentures; or relining or re-basing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or re-basing in any period of thirty-six (36) consecutive months.
10. Inlays, on-lays, gold fillings, or crown restorations to restore diseased or accidentally broken teeth, but only when the tooth, as a result of extensive caries or fracture cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.

### Type III Services

1. Initial installation of fixed bridgework (including inlays and crowns as abutments).
2. Initial installation of partial or full removable dentures (including precision attachments and any adjustments during the six (6) month period following installation).
3. Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:
  - (a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or,
  - (b) The existing denture or bridgework cannot be made serviceable and, if it was installed under this Dental Expense benefits Program, at least five (5) years have elapsed prior to its replacement; or,

## Covered Dental Expenses (Continued)

- (c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture take place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be placed by dentures but if a professionally adequate result can be achieved only with bridgework, charges for such bridgework will be included as Covered Dental Expenses.

### LIMITATIONS

#### A. Restorative:

- (1) Gold, baked porcelain restorations, crowns and jackets. If a tooth can be restored with a material such as amalgam, payment of the applicable percentage for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge will remain the responsibility of the patient.
- (2) Reconstruction. Payment based on the applicable percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion will be considered optional and their cost remains the responsibility of the patient.

#### B. Prosthodontics:

- (1) Partial Dentures. If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, Dental Expense Benefits will cover the applicable percentage of the cost of such procedure toward a more elaborate or precision appliance that patient and dentist may choose to use, and the balance of the cost will remain the responsibility of the patient.

## Limitations (Continued)

- (2) Complete Dentures. If, in the provision of complete denture services, the patient and dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost for the standard denture services toward such treatment and the balance of the cost will remain the responsibility of the patient.
- (3) Replacement of Existing Dentures. Charges for the replacement of an existing denture will be considered as Covered Dental Expenses only if the existing denture is unserviceable and cannot be made serviceable. Payment based on the applicable percentage will be made toward the cost of services which are necessary to render such appliances serviceable. If an existing prosthetic appliance was installed under this Dental Expense Benefits Program, charges for the replacement of prosthodontic appliances will be Covered Dental Expenses only if at least five (5) years have elapsed since the date of its installation.

## EXCLUSIONS

Covered Dental Expenses do not include and no benefits are payable for:

1. Charges for any dental services and supplies which are covered in whole or in part under any other plan of benefits provided by the employer.
2. Charges for treatment by other than a dentist except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist.
3. Charges for veneers or similar properties of crowns and pontics placed on or replacing teeth, other than the ten upper and lower anterior teeth.

Exclusions (Continued)

4. Charges for services and supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.
5. Charges for prosthetic devices (including bridges and crowns) and the fitting thereof which were ordered while the individual was insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of insurance.
6. Charges for the replacement of a lost, missing or stolen prosthetic device.
7. Charges for any services or supplies which are for orthodontic treatment, unless specifically provided.
8. Charges for any duplicate prosthetic device or any other duplicate appliance.
9. Charges for sealants and for oral hygiene and dietary instruction.
10. Charges for a plaque control program.
11. Charges for implantology.
12. Charges for services or supplies received as result of dental disease, defect or injury due to an act of war, declared or undeclared.
13. Charges listed on the page entitled, "General Provisions."

## EXHIBIT "D"

### LONG-TERM DISABILITY INSURANCE

The following represents an outline of benefits applicable to the long-term disability insurance provided under Article IX.

#### Benefit

The income benefit is payable to the employee as long as he remains totally disabled after the benefit waiting period but not longer than the maximum benefit period as stated in the Insurance Schedule. Benefit payments will be made for each monthly period thereafter during which total disability existed.

#### Disability Defined (Own/Any Occupation)

Total Disability is, as a result of injury or sickness, the inability of the employee to perform the material and substantial duties of his own job during the benefit waiting period and the next 24 months. Thereafter, it is the inability of the employee to perform the material and substantial duties of any gainful occupation for which he is fitted based on education, training, or experience.

The employee must be under the regular care of a legally qualified physician during the period of disability. With regard to Mental Illness the employee must be under the care of a Physician legally certified to practice as a Psychiatrist.

Injury means an accidental bodily injury which causes disability within 90 days after the injury.

Sickness means an organic disease. Mental Illness is covered as sickness up to the limits specified in this proposal.

#### Recurrent Disability

If the employee recovers from a total disability during the benefit waiting period and becomes disabled again due to the same or related cause as the previous disability, the subsequent periods of disability will be considered a continuation of the first period of disability, as long as the employee has not returned to full-time active work for more than 15 days in total during the initial benefit waiting period. The returns to work will be counted in satisfying the benefit waiting period. After the benefit waiting period, a recurrence of a disability due to the same or related cause within six (6) months of return to full-time work will be considered a continuation of the previous period of disability, provided that the employee has been continuously insured with us.

### Waiver of Premium

Premiums which fall due during continuing disability will be waived commencing with the first premium which falls due after benefits have been payable for one month. Until then, premiums in respect of the disabled employee continues to be payable.

### Mental Illness (for groups of 100 lives or more)

A disability income benefit is payable if disability results from a mental, nervous or emotional disease or disorder which requires regular care of a Physician who is also certified to practice as a Psychiatrist.

### Exclusions

Benefits are not payable if disability results from:

- a) intentional self-inflicted injury;
- b) war, whether declared or not, or any related act;
- c) participation in a riot or civil commotion;
- d) committing or attempting to commit a felony or assault or engaging in an illegal occupation;
- e) medical or surgical care which is cosmetic in nature unless required to restore tissue damage by disease or accidental bodily injury.

### Pre-Existing Conditions Exclusion

If an employee has incurred medical expenses, or received care or treatment by a Physician during the 90-day period prior to the effective date of insurance, no benefit will be payable for any disability resulting from the same or related cause until:

- a) the employee has not incurred medical expenses, or received care or treatment by a Physician for a period of 90 days; or,
- b) the employee has been insured for 12 consecutive months and the disability commences after this period.

If this plan is replacing a similar plan which will be in effect until the day before this one is to commence, the employee will receive credit for continuous time insured under both plans for the purpose of applying this provision.



### Partial Disability Benefit (Standard)

For this benefit a disabled employee must satisfy the definition of total disability for the plan throughout the benefit waiting period. Should the disabled employee return to gainful employment after satisfying the benefit waiting period, a partial disability benefit will be paid equal to the gross income benefit reduced by:

- a) 50% of the pay from gainful employment; and
- b) any amounts paid to the employee from the sources listed under Non-Duplication of Benefits.

The partial disability benefit so determined will be further reduced to the extent that the sum of the benefit paid plus 100% of the pay from gainful employment plus any amounts paid to the employee from the other sources of income listed under Non-Duplication of Benefits exceeds 80% of the employee's pre-disability earnings.

The partial disability benefit is payable to the end of the benefit period as long as the disabled employee continues in gainful employment which is under the supervision of a physician and which is acceptable to North American Life.

## Non-Duplication of Benefits (Family Offset)

### Full Offset (including Dependent Benefits)

The amount of disability benefit payable to the employee is the income benefit reduced by the following:

- a) any amount received as a salary continuation plan, or a severance allowance, from the employer;
- b) any benefits paid under:
  - 1) a retirement plan, except benefits representing the employee's contributions to the retirement plan;
  - 2) any other disability insurance plan; for which the employer has paid any part of the cost, but excluding any increases in these benefits after the employee becomes totally disabled (a retirement plan does not include a profit-sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of deferred compensation):
- c) any benefits for which the employee and his dependents may be reasonably considered to be entitled under:
  - 1) any Workers' Compensation or similar law;
  - 2) the federal Social Security Act;
  - 3) any other federal, state, or provincial benefit plans; but, excluding cost-of-living increases in these benefits after LTD is first payable;
- d) any benefits payable under any plan sponsored by an organization of which the employee is a member.

### Survivor Benefit (Lump Sum)

A survivor Benefit will be paid if an employee dies after the benefit waiting period while receiving total disability benefits provided that:

- a) total disability existed for 180 consecutive days prior to the employee's death; and
- b) there is an eligible survivor.

The Survivor Benefit is equal to a multiple of the last net monthly benefit that was paid just prior to the employee's death. This multiple is shown in the Schedule of Benefits.

An eligible survivor is:

- a) the employee's spouse, if living; otherwise
- b) the employee's dependent children under age 21.

The Group Police determines all rights and benefits which are summarized in this Exhibit.

## EXHIBIT "E"

### LIFE INSURANCE

The following represents an outline of provisions applicable to the life insurance provided under Article IX.

#### 1) Benefit

Upon death from any cause at any time or place, the life insurance will be paid in a lump sum or, if elected, under a settlement option agreement to the beneficiary named. The insured individual may change the beneficiary designation at any time.

#### 2) Total Disability Death Benefit

If the insured becomes totally disabled before age sixty (60), a death benefit will be payable if he remains totally disabled until death. Periodic proof of total disability must be furnished as required by the policy.

#### 3) Conversion Benefit

There is a conversion privilege which gives an individual -- on termination of his insurance under the policy -- the right, under certain stated conditions, to continue his life insurance protection under an individual policy.

#### 4) Effective Date of Coverage

If because of injury or sickness, an employee is unable to perform active work on a full-time basis at any time during the day immediately preceding the date on which his insurance would otherwise become effective, no insurance will become effective on that employee or his dependents until he returns to work and performs active work on a full-time basis. Further, if an employee did not receive insurance because of the above provision and subsequently returns to active work on a full-time basis, that portion, if any, of his Life Insurance in excess of \$10,000 will not become effective until he has performed active work on a full-time basis for a continuous period of thirty (30) calendar days.

## Life Insurance (Continued)

With respect to dependents, if a dependent is confined in a hospital on the date he would otherwise become insured, no insurance will become effective on that dependent until the day he is discharged from the hospital.

Application for insurance upon any person must be made within 31 days after becoming eligible. If application is not made within this time period, satisfactory evidence of insurability is required.

### 5) Multiple Coverage Limitation

This plan contains a provision which provides that if any person is also covered under any other group basis plan and is entitled to benefits or services as to medical care, services or supplies for which benefits are payable under this program shall be adjusted, if necessary to the extent that the combined benefits or services shall not exceed the expense incurred for charges allowable under such other plan and this program.

The Group Policy determines all rights and benefits which are summarized in this Exhibit.

## EXHIBIT "F"

### NEW POLICE OFFICER UNIFORMS

Uniforms for new hires--the City shall provide the new hire with the equipment listed below.

- a) 5 Shirts, blue, long sleeve.
- b) 5 Shirts, blue, short sleeve.
- c) 2 Ties, black.
- d) 2 Pair Trousers.
- e) 1 Car Duty Jacket, Heavy.
- f) 1 Car Duty Jacket, Light.
- g) 2 Pair Shoes (Official Police Shoe or Oxford.)\*
- h) 1 Cap.
- i) 1 Holster
- j) 1 Cartridge Case.
- k) 1 Handcuff Case.
- l) 1 Garrison Belt.
- m) 1 Belt.

\* Or 1 pair of shoes and 1 pair of "Rocky" Boots.

### NEW PARAPROFESSIONAL UNIFORMS

Uniforms for new hires--the City shall provide the new hire with the equipment listed below.

- a) 5 Shirts, blue, long sleeve.
- b) 5 Shirts, blue, short sleeve.
- c) 2 Ties, black.
- d) 2 Pair Trousers.
- e) 1 Car Duty Jacket, Heavy.
- f) 1 Car Duty Jacket, Light.
- g) 2 Pair Shores (Official Police Shoe or Oxford.)\*
- h) 1 Cap.
- i) 1 Belt.

\* Or 1 pair of shoes and 1 pair of "Rocky" Boots.

## EXHIBIT "H"

### DRUG FREE WORKPLACE

#### I. PURPOSE

The City of Birmingham and the Police Officers Association of Michigan (POAM) have established a drug program covering sworn members of the Police Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation and provide all sworn officers with notice of the provisions of the Department drug testing program.

#### II. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair on Officer's physical and mental health and, thus, job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees on January 1, 1991.

#### III. DEFINITIONS

- A. Sworn Officer -- Those Officers who have been formally vested with full law enforcement powers and authority.

- B. Supervisor -- Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test -- The compulsory or voluntary production and submission of urine by an Officer in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.
- E. Probable Cause -- That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent man to believe it is more probable than not that an Officer had committed or was committing an offense contrary to this drug policy.
- F. Probationary Officer -- For the purpose of this policy only, a probationary Officer shall be considered to be any person who is conditionally employed with the department as a recently hire law enforcement Officer.
- G. MRO - Medical Review Officer -- The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.



#### IV. PROCEDURES/RULES

##### A. Prohibited Activity

The following rules shall apply to all applicants, probationary and sworn Officers, while on and off duty:

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any Officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Officer's health and safety.
4. Discipline of sworn Officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures and the collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Officer determines that an officer's drug test was positive; the officer may be immediately relieved of duty pending a department investigation at the discretion of the Chief of Police or his designee.

##### B. Applicant Drug Testing

1. Applicants for the position of sworn law enforcement Officer shall be required to take a drug test in accordance with applicable state laws and regulations.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
  - a. Refusal to submit to a required drug test; or

- b. A confirmed positive drug test indicating drug use prohibited by this policy.

C. Probationary Officer Drug Testing

All probationary recruit Officers shall be required as a condition of employment to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee. They may be tested prior to completion of the probationary period.

D. Officer Drug Testing

1. Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
2. The City and Union have agreed to a policy under which each employee of the Police Department will undergo a drug screen on a random basis once every eighteen (18) months, or whenever the City has probable cause or reasonable suspicion.
3. The names of all employees shall be placed in a sealed container and shall be drawn out by a representative of the Union and the Chief of Police or his designee. If a name is drawn of an employee not on duty on the date of the drawing, or not on duty within 36 hours of such drawing, the employee's name shall be returned to the sealed container and another name shall be drawn. Once a name is drawn, it shall not be placed into the sealed container until all other names have been drawn during the 18 month period. The Union representative and Chief of Police, or his designee, shall not reveal the names of those employees drawn until after the employee has been appropriately contacted by the Department.
4. The Chief of Police may order an officer to take a drug test upon documented probable cause that the officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test. If such Officer's test is negative, the summary of facts supporting the order shall not be placed in

his file.

5. Upon reasonable suspicion the Department may request, through the Union, that an Officer submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, subsection D, subsection 2 herein. Any Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy. Any Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
6. A drug test may be administered as part of any promotional physical examination required by this Department.
7. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic Unit may be tested randomly at least once every six months and also when they leave the unit. The members shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

E. Penalty

Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Birmingham Police Department's rules and regulations, and may include discharge from the police department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement except that the union shall not represent probationary employees with respect to discipline or discharge.

F. Rehabilitation Program

1. Under this program, any seniority employee may volunteer to enter a drug education/ rehabilitation program prior to the random test or prior to being

notified that he/she will be tested. With regard to marijuana use, this program will require the individual to participate in a City approved/supervised drug education program as directed by the City, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a City approved/supervised in-patient treatment facility, followed by participation in a City approved/supervised out-patient treatment program as directed by the City. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the City. Furthermore, the failure to fully participate in and/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.

2. The drug education program and in-patient treatment referred to in the Section shall be paid for by the employee, subject to the City provided insurance program.
3. Employees will be allowed to use accrued sick leave benefits until such time as the city, based on medical evidence, determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. Successful completion of the prescribed treatment program and certification by a physician, designated by the City, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of those medical records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.

G. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy, to ensure the integrity of department drug testing, shall be adhered to by

any laboratory personnel administering drug testing.

2. Laboratory personnel authorized to administer drug tests shall require positive identification from each Officer to be tested before they enter the testing area.
3. In order to prevent a false positive test result, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer that may have lead to a false positive test.
4. The bathroom facility of the testing area shall be private and secure.
  - a. Authorized testing personnel shall search the facility before an Officer enters it to produce a urine sample, and document that it is free of any foreign substance.
5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted no more than eight hours to give a sample, during which time he shall remain in the testing area, under observation, however, the officer may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine/blood sample will be split and stored by the drug testing laboratory in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage.

This sample shall be made available to the employee or his Union, prior to disciplinary action, should the original sample result in a legal dispute. The officer must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the Officer and laboratory technician/ and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be secured by the testing agency, and stored in a secured atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

#### H. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
  - a. initial screening test
  - b. confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation

procedure shall be technologically different and more sensitive than the initial screening test.

4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine sample or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

	(ng/ml)
Marijuana metabolite . . . . .	100
Cocaine metabolite . . . . .	300
Opiate metabolite. . . . .	300*
Phencyclidine. . . . .	25
Amphetamines . . . . .	1000
Barbiturates . . . . .	300

\*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

Marijuana metabolite . . . . .	15*
Cocaine metabolite . . . . .	150**
Opiates:	
Morphine. . . . .	300+
Codeine . . . . .	300+
Phencyclidine. . . . .	25
Amphetamines	
Amphetamine . . . . .	500
Methamphetamine . . . . .	500

\* Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\* Benzoyllecgonine  
+ 25ng/ml if immunoassay-specific for free morphine

Barbiturates . . . . . 200

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
7. Any Officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

I. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

J. Drug Test Results

1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the officer's job duties.



K. Off-Duty Use of Marijuana

In accordance with department policy on off-duty use of marijuana, an employee undergoing a scheduled drug screen which tests positive for marijuana may be suspended without pay for a period of thirty (30) days, required to satisfactorily participate in a drug education program, and undergo periodic unannounced testing for a period of two (2) years. Any further use of any controlled substance, including marijuana, will thereafter result in dismissal.

Further, the employee's failure to satisfactorily participate in the drug education program shall constitute grounds for discharge. This policy in no way limits the department's prerogative to appropriately discipline its members for conduct related to the use of marijuana.

L. Procedures for Implementation of the Last Chance Agreement

1. A seniority officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement.
2. At the discretion of the Chief of Police, that last chance agreement may also be offered to any officer whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.
4. Officer must attend the employee assistance program and/or an authorized rehabilitation source.
5. Officer must sign a form releasing those records necessary for the City to determine that the employee is complying with the rehabilitation program.
6. Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.

7. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
8. Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
9. Once authorized to return to duty, the officer must submit to periodic urinalysis on a timetable as may be determined by the Chief of Police.
10. The officer shall be subject to the terms of this program for three (3) years after their return to work.
11. The officer must agree in writing that the officer will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during it's enforcement term.
12. Officer must be advised that the officer is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

LAST CHANCE AGREEMENT

RE:

Whereas, the above referenced individual was found guilty of violating the departmental drug policy on \_\_\_\_\_, and;

Whereas, the Birmingham Police Department will conditionally reinstate \_\_\_\_\_ to the position of \_\_\_\_\_, provided the officer is found by medical examination to be capable of performing all the duties of the classification as determined by the Birmingham Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
2. Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the officer must submit to a periodic urinalysis on a timetable as may be determined by the Chief of Police.
6. Upon clearance by the medical facility designated by the Chief of Police, \_\_\_\_\_ shall be returned to the Police Department as a \_\_\_\_\_.
7. Once returned to duty, Officer \_\_\_\_\_ will present himself to the department's employee assistance program for evaluation, and agree to, as well as follow any and all directives given him by the employees assistance program for a period of not more than three (3) years. Officer \_\_\_\_\_ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the employees assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow E.A.P. directives.
8. Officer \_\_\_\_\_ shall submit to controlled substance

testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer \_\_\_\_\_ will be discharged from employment with the City of Birmingham, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.

9. Officer \_\_\_\_\_ will be credited with seniority, for promotional purposes, for time separated from the Police Department between \_\_\_\_\_ and the date of return to duty. No other wage is due or owing, and Officer \_\_\_\_\_ waives any claim thereto.
10. The Union shall withdraw with prejudice the grievance # \_\_\_\_\_ and shall release and discharge employer from any and all claims relating thereto. The employer shall release and discharge the union and \_\_\_\_\_ from any and all claims relating thereto. Officer \_\_\_\_\_ shall release and discharge the union and the employer from any and all claims relating to grievance # \_\_\_\_\_, including but not limited to the processing and arbitration of this grievance. Further, Officer \_\_\_\_\_ releases the city and union from all liability and claims he may have had or now has with respect to his employment with the City of Birmingham whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Birmingham and the \_\_\_\_\_ association.

11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
13. In the event the officer grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 199

OFFICER

DIVISIONAL INSPECTOR

UNION REPRESENTATIVE

CHIEF OF POLICE

**Exhibit I**  
**Birmingham Police Officers Association**  
**Health Care Benefits**  
**Active Employees and Retirees under Age 65**

Effective January 1, 2021

	<u><b>NETWORK</b></u>	<u><b>OUT-OF-NETWORK</b></u>
Calendar Year Deductible		
Individual	\$600 (Combined In & Out of Network)	
Family	\$1,200 (Combined In & Out of Network)	
Out-Of-Pocket Maximum*		
Individual	\$1,100 (including deductible)	\$1,500(including deductible)
Family	\$2,200 (including deductible)	\$3,000 (including deductible)
	<u>After Deductible, Plan Pays:</u>	<u>After Deductible, Plan Pays:</u>
Hospital, Inpatient		
Semi-private Room & Board	80%*	60% of Usual & Customary*
Hospital Miscellaneous	80%*	60% of Usual & Customary*
Hospital Lab & X-Ray	80%*	60% of Usual & Customary*
Physical Therapy	80%*	60% of Usual & Customary*

Inpatient Hospital confinements are subject to a penalty of 20%, up to a maximum of \$750.00 per individual per Calendar year or \$1,500 per family per Calendar year if Smart Health is not contacted prior to admission to a non-network Hospital (or within 48 hours of emergency admission).  
1-800-856-3775

Hospital, Outpatient		
Emergency Room, Injury**	In-Full	100% of Usual & Customary*
Emergency Room, Life-Threatening Illness**	In-Full	100% of Usual & Customary*
Emergency Room, Illness**	\$150 Copay/Then 100%	60% of Usual & Customary*
Ambulance (Medically Necessary)	In-Full	80% of Usual & Customary*
Physician Services		
Surgery	80%*	60% of Usual & Customary*
Assistant Surgeon	80%*	60% of Usual & Customary*
Office Visit, Diagnostic	80%* after \$20 Copay	60% of Usual & Customary*
Office Visit, Allergy Testing And Treatment	80%* after \$20 Copay	60% of Usual & Customary*
Allergy Injections	80%* (No Copay)	60% of Usual & Customary*
Chiropractic Services	80%* after \$20 Copay (20 visit Max per calendar year)	60% of Usual & Customary* (20 visit Max per calendar year)

\*Note: Once out-of-pocket maximum has been reached, plan will pay 100% of all charges.

\*\*Note: Deductible does not apply to In or Out of network Emergency Room or Ambulance charges.

**Exhibit I**  
**Birmingham Police Officers Association**  
**Health Care Benefits**  
**Active Employees and Retirees under Age 65**

	<b><u>NETWORK</u></b>	<b><u>OUT-OF-NETWORK</u></b>
Physician Services Cont'd Office Visit	80%* after \$20 Copay 80%* after \$20 Copay	60% of Usual & Customary*
Laboratory & X-rays, Diagnostic	80%*	60% of Usual & Customary*
Durable Medical Equipment And Medical Supplies	80%*	60% of Usual & Customary*
Urgent Care	100% after \$50.00 Copay	

**Deductible does not apply to the Following Charges**

Wellness Benefits		
Physical Examinations:		
Adult (over 19)	In-Full	Not Covered
Adult Gynecological	In-Full	Not Covered
Pediatric (o -19 of age)	In-Full	Not Covered
Well Child Care	In-Full	Not Covered
Immunizations	In-Full	Not Covered
Mammography (one Per Calendar Year)	In-Full	Not Covered
Colonoscopy	In-Full	Not Covered
Home Health Care (270 day maximum per Calendar Year)	In-Full	100% of Usual & Customary
Hospice (270 day maximum per lifetime)	In-Full	100% of Usual & Customary
Skilled Nursing Facility (270 day maximum per Calendar Year)	In-Full	100% of Usual & Customary

**Exhibit I**  
**Birmingham Police Officers Association**  
**Health Care Benefits**  
**Active Employees and Retirees under Age 65**  
**SCHEDULE OF MENTAL HEALTH AND SUBSTANCE ABUSE BENEFITS**

Effective January 1, 2021

	<u><b>NETWORK</b></u>	<u><b>NON-NETWORK</b></u>
Calendar Year Deductible Mental Health/Substance Abuse		
Individual	\$600 (Combined In & Out of Network)	
Family	\$1,200 (Combined In & Out of Network)	
Out-Of-Pocket Maximum*		
Individual	\$1,100 (including deductible)	\$1,500(including deductible)
Family	\$2,200 (including deductible)	\$3,000 (including deductible)
Inpatient:		
<u>After deductible plan pays:</u>		
Mental Illness	80%*	60% of Usual & Customary*
Substance Abuse	80%*	60% of Usual & Customary*
Outpatient (Mental Illness and Substance Abuse combined)	In-Full after:	
Sessions 1-2	No Copay	60% of Usual & Customary
Sessions 3 or more	Medical Plan Copay	60% of Usual & Customary
*Once out of pocket maximum has been reached, plan will pay 100% of all charges.		

**Deductible does not apply to the Prescription Drug Charges**

Effective January 1, 2017

**PRESCRIPTION DRUG BENEFITS**

Generic Drugs	\$25.00 Co-pay, then 100%
Brand Drugs	\$50.00 Co-pay, then 100%
Specialty Drugs	\$50.00 Co-pay, then 100%
Maintenance Drug – Mail Order Program (90 day supply)	
Generic Drugs	\$25.00 Co-pay, then 100%
Brand Drugs	\$50.00 Co-pay, then 100%
Specialty Drugs	\$50.00 Co-Pay, then 100%

**Note:** If a brand name drug is to be given, when a Generic is available, employee will be responsible for 50% of the cost difference plus the \$15.00 Generic Co-pay. (Eff. 1/1/17 the co-pay will be \$20.00).

**Note:** Proton Pump Inhibitors are not covered unless the physician deems it to be medically necessary.



**Exhibit I**  
Birmingham Police Officers Association  
Health Care Benefits  
Active Employees and Retirees under Age 65

PRESCRIPTION DRUG BENEFITS, CONTINUED...

In the event that the employee's/retiree's physician determines, and an independent physician selected by the Union and the City concurs, that there is a medical necessity for the employee or employee's dependent to have a name brand drug when a generic is available-due to inactive ingredients- the employee will be reimbursed such that the co-pay will be \$40.00 (Effective 1/1/17 the co-pay will be \$150.00). The city shall pay the costs of the independent review.

## Exhibit I

### Birmingham Police Officers Association Retired Employees Age 65 and Over Medicare Complimentary Coverage

Effective January 1, 2021

Calendar Year Deductible

Individual	\$600 (Combined In & Out of Network)
Family	\$1,200 (Combined In & Out of Network)

Out-of-Pocket-Maximum

Individual	\$1,100 (Including Deductible)
Family	\$2,200 (Including Deductible)

NOTE: Once out-of-pocket maximum has been reached, plan will pay 100% of all charges.

Hospital, Inpatient Medicare Part A deductible, daily Medicare co-insurance from 61<sup>st</sup> to 90<sup>th</sup> day, 275 additional days to total 365. Worldwide coverage in accredited hospitals for 30 days. Medicare co-insurance for 60 lifetime reserve days.

Skilled Nursing Home Care: Medicare co-insurance for 21<sup>st</sup> through 100<sup>th</sup> day.

Physician Services Medicare Part B (Office Visit) deductible, 20% co-insurance for most services covered by Part B.

Outpatient Psychiatric Care 37.5% co-insurance up to a maximum of \$1,000 annually when combined with Medicare coverage.

Extended & Additional Benefits Modified with limit of \$100,000 per year on Extended and \$2,500 per year and \$5,000 lifetime on Additional.  
No coverage on co-pays for basic services.

Prescription Drugs	Generic Drug	\$25.00 Co-Pay, then 100%
	Brand Drug	\$50.00 Co-Pay, then 100%
	Specialty Drugs	\$50.00 Co-pay, then 100%

Maintenance Drug (Mail Order Program, 90-day supply) –

Generic Drug	\$25.00 Co-Pay, then 100%
Brand Drug	\$50.00 Co-Pay, then 100%
Specialty Drugs	\$50.00 Co-pay, then 100%

Note: If a brand name drug is to be given when a Generic is available, Retiree will be responsible for 50% of the cost difference plus the \$15.00 Generic Co-Pay (Eff. 1/1/17 the co-pay will be \$20.00).

Prescription Drug Independent Review:

In the event that the retiree's physician determines, and an independent physician selected by the Union and the City concurs, that there is a medically necessity for the retiree or retiree's dependent to have a name brand drug when a generic is available – due to inactive ingredients – the retiree will be reimbursed such that the co-pay will be \$40.00 (Eff. 1/1/17 the co-pay will be \$45.00). The City shall pay the costs of the independent review.



## MEMORANDUM

(Police Department)

**DATE:** November 2, 2022

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

**FROM:** Scott Grewe, Operations Captain

**SUBJECT:** Mental Health Co-Response Team (CoRe) amended interlocal agreement to expand the program by hiring a second full-time clinician and the inclusion of the City of Rochester.

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### INTRODUCTION:

The police department is a participating agency in an interlocal agreement between the City of Birmingham, the City of Auburn Hills, the Township of Bloomfield and the Oakland County Health Network (OCHN) to operate the Mental Health Co-Response Team (CoRe). The CoRe team is a partnership between law enforcement and mental health professionals to better serve people suffering from a mental health crisis in our community. The CoRe team began operations in October of 2021 and funding for the program was provided by a \$75,000.00 grant from the Community Foundation of Southeast Michigan. The CoRe program has also received a new federal grant to continue to fund the program with the addition of the City of Rochester, MI as a new member and the addition of a second full-time health clinician from OCHN.

### BACKGROUND:

At the June 13, 2022, City Commission meeting, the Commission passed a resolution to approve gap funding for the CoRe program to provide additional funding that may be required while the federal "Community Projects" grant was processing. In addition to the gap funding, the Commission passed a "Letter of Commitment" that stated:

Provided that the grant funding is approved by SAMHSA and received by the CoRe team, each respective agency that is a member of the CoRe team pledges a commitment to allocate and dedicate the resources necessary for the continuation and expansion of the Core program to include the following:

1. Add the City of Rochester to the interlocal agreement as a participating member.
2. Add a second full time mental health clinician to the CoRe team through OCHN.

The "Community Projects" grant funding was received by the CoRe program in October of 2022 in the amount of \$260,000.00. The CoRe program has twelve months to use the funds. When

the grant funds are depleted, the City of Birmingham's share would be reduced from 33% of the current cost of one full-time clinician to 25% of the cost of two full-time clinicians under this new agreement. Using today's dollar figures, the City of Birmingham's share without grant funding would be \$56,000.00 under this new agreement.

#### LEGAL REVIEW:

The Birmingham City Attorney reviewed and approved the attached agreement.

#### FISCAL IMPACT:

The CoRe program has been operating with one full-time mental health clinician from OCHN since October of 2021 under a \$75,000.00 grant (Community Foundation of Southeast Michigan). This grant was depleted on March 31, 2022. Under the terms of the interlocal agreement, Birmingham, Auburn Hills and the Township of Bloomfield agreed to equally share in the costs associated for the program. New grant funding under a "Community Projects" grant under the American Rescue Plan Act has been approved and was received in October of 2022. This funding will carry the costs of the entire CoRe program from October 2022 thru October 2023 (2022-2023 and 2023-2024 City budgets affected).

As part of the agreement for the "Community Projects" grant, the agencies that make up the CoRe program agreed to expand the program by bringing on a second full-time clinician and the City of Rochester, MI. As a result, Birmingham's share would be reduced from 33% of the current cost of one full-time clinician to 25% of the cost of two full-time clinicians. Using today's dollar figures, the City of Birmingham's share, without grant funding, would be \$56,000.00 under this new agreement which is budgeted for in the Police Departments 2023-2024 budget.

#### PUBLIC COMMUNICATIONS:

The CoRe program has received a substantial amount of media coverage, social media coverage and has been prominently featured by the City and the police department in publications (newsletters, website, annual report). Additionally, the topic of the CoRe program has been before City Commission multiple times and most recently at the June 22, 2022 meeting when the police department requested gap funding and a "Letter of Commitment" for the expansion of the program.

#### SUMMARY:

The police department is a participating agency in an interlocal agreement between the City of Birmingham, the City of Auburn Hills, the Township of Bloomfield and the Oakland County Health Network (OCHN) to operate the Mental Health Co-Response Team (CoRe). The CoRe team began operations in October of 2021 and funding for the program was provided by a \$75,000.00 grant from the Community Foundation of Southeast Michigan. This funding source was depleted at the end of March 2022. The CoRe team applied for and was awarded a "Community Projects" grant under the American Rescue Plan Act through Congresswoman Haley Stevens' Office in the amount of \$260,000.00. It was anticipated that the grant would not be awarded until September of 2022. Because of this delay, each member of the CoRe team asked their respective governing board to provide gap funding to cover the cost of the OCHN mental health clinician from April 1, 2022, through September 30, 2022, and was approved by the Commission at the June 22, 2022, meeting.

Additionally, at that meeting, a "Letter of Commitment" authored by OCHN in-house legal counsel and approved by the Birmingham City Attorney was approved by the Commission and included

in the grant application. The "Letter of Commitment", provided the if the grant funding is approved and distributed to the CoRe team, the City of Rochester would be added and a second full-time mental health clinician would be hired to serve all four communities.

The police department is asking the City Commission to pass a resolution to approve the Second Amended Interlocal Agreement for the Mental Health Co-Response Team now that the grant funding has been received that includes the City of Rochester and a second full-time clinician.

**ATTACHMENTS:**

1. Second Amended Interlocal Agreement for the Mental Health Co-Response Team

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the Second Amended Interlocal Agreement for the Mental Health Co-Response Team between the City of Birmingham, the Township of Bloomfield, the City of Auburn Hills, the City of Rochester and the Oakland County Health Network (OCHN). In addition, to authorize the Mayor and the Chief of Police to sign the agreement on behalf of the City.

**SECOND AMENDED INTERLOCAL AGREEMENT  
FOR THE MENTAL HEALTH CO-RESPONSE TEAM**

---

**THIS SECOND AMENDED INTERLOCAL AGREEMENT** entered into by and between the City of Auburn Hills, the City of Birmingham, the Charter Township of Bloomfield, City of Rochester (each a "Participating Agency" and collectively "Participating Agencies") and the Oakland Community Health Network ("OCHN"), all located in the County of Oakland, State of Michigan, which collectively shall be referred to as the "Mental Health Co-Response Team" or "Team".

**RECITALS**

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, MCLA §124.501 et seq.; MSA §5.4088 et seq. provides that a public agency (defined to mean a political subdivision of this state including, but not limited to, a county, city, village, township, or charter township) may exercise jointly with any other public agency of the state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and,

Each local governmental unit has decided that it is in the best interests of such local governmental unit to become a Member of the Team to exercise such additional powers, functions, duties, and responsibilities granted to the Team and imposed upon it by this Agreement; and,

The Members endeavor to realize and benefit from each Member's accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Member by being a Member of the Team; and,

In consideration of the foregoing, the parties agree to the Second Amended Interlocal Agreement as set forth below.

#### SECTION 1: Purpose of Agreement

- A. This Agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to mental health professionals, regionalized facilities, programs, and the assistance of other departments through the creation of the CoRe Crisis Outreach Program ("Program"). CoRe Crisis Outreach Program is the co-response mental health community outreach initiative, which contracts an OCHN social worker to work with four municipal police departments: the City of Auburn Hills, the City of Birmingham, the Charter Township of Bloomfield, and the City of Rochester. The Team's commitment is to partner police response with community mental health/substance abuse resources in order to improve services to those impacted by behavioral health crises. The program serves to supplement the overall response with a specialized approach to provide added support to first-responding officers before, during, and after a crisis occurs.
- B. The purpose of this Agreement is to provide the means whereby enhanced access to mental health resources, facilities, programs, training, and assistance through the CoRe Program is provided by the Intergovernmental cooperation of the Participating Agencies.
- C. It is the intent of this organization that each Participating Agency shall share the costs and risk of liability associated with personnel, training, and equipment. When entering into membership, it is impossible to predict the frequency or intensity of a particular member's needs. Therefore, some members may ultimately receive a greater measure of actual benefit than other members.
- D. The purpose of entering into such an Intergovernmental Agreement is to gain access to a mental health clinician to work within the participating police departments, respond to people in crisis in the communities, follow-up with people and families, and proactively address the mental health needs in the communities.

#### SECTION 2: Definitions

For purposes of this Agreement, the following terms shall be defined as set forth in this section, as follows:

- A. ***Agreement.*** This Second Amended Intergovernmental Mental Health Co-Response Team Agreement.

- B. *Mental Health Clinician.* A mental health professional, who will have any of the following minimum licensure: master's level social worker, limited licensed psychologist, licensed practicing counselor, or marriage and family therapist.
- C. *Chief of Police.* The highest-ranking law enforcement officer of a participating agency or his or her designee.
- D. *City Manager, Township Supervisor.* The chief administrative officer or designee of that officer for each member municipality.
- E. *Oakland Community Health Network.* A quasi-governmental entity established under Sections 204 and 205 of the Mental Health Code to provide behavioral health and substance use disorder services in Oakland County.
- F. *Member.* A governmental unit or public agency participating in the CoRe Program and have duly executed this Agreement.

### **SECTION 3: Rights and Responsibilities of Participating Agency**

The rights of each Participating Agency shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police, or his or her designee, of each respective Participating Agency.

- A. Any Participating Agency may request assistance from the mental health clinician(s), in the judgment of the Chief of Police, or designee, of the requesting agency, when such assistance is necessary. The request shall be made directly to the mental health clinician.
- B. Each Participating Agency shall have a primary and secondary designated person to act as a liaison for the mental health clinician in support of the activities under this Agreement. This liaison can provide direction to the clinician, follow-up with necessary information, coordinate workspace within the department, organize pre-planned interventions with citizens in need, and other activities as mutually agreed.
- C. Any Participating Agency may request assistance from the mental health clinician during the clinician's scheduled work hours as may be established by the parties. It is understood that there will be two mental health clinicians working full time (40 hours each) per week across and within all four communities. It is also understood that during the clinician's scheduled work hours, the clinician will be responsible for monitoring communication devices to ensure that they are available during emergencies or coordinating their activities with the department liaisons.
- D. The Participating Agencies shall have a primary team coordinator and assistant coordinator, selected by the Chiefs of Police of the participating agencies. This



coordinator will be responsible for ensuring that the clinician is being properly utilized in all three communities and provide overall direction to the clinician.

- E. Nothing in this Agreement shall prevent any Member of the Team from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any Member of the Team from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

#### **SECTION 4: OCHN Rights and Responsibilities**

- A. OCHN shall employ two qualified full-time mental health clinicians to support the four communities under the Program and this Agreement at the Participating Agencies' sole cost and expense. OCHN will be responsible for directly paying the salary and benefits of the mental health clinicians and shall be responsible for withholding applicable taxes, provided that the Participating Agencies shall reimburse OCHN for the costs of such salary and benefits.
- B. OCHN shall require staff providing services under this Agreement to abide by all state and federal laws, including department policies, related to the sharing of law enforcement sensitive information and mental health/medical information.
- C. Each Participating Agency shall be responsible for providing the necessary training to access any applicable systems and the use of law enforcement information.
- D. OCHN shall invoice the designated fiduciary the Costs (as defined below) utilizing a mutually agreed upon procedure.

#### **SECTION 5: Responsibility of Costs for Participating Agencies**

- A. The expenses associated with participating in this program will be shared equally among the Participating Agencies. These expenses will include the cost of the clinicians salary/benefits, training, office supplies, vehicle, computer, communication devices (radio/phone), and office space (collectively "Costs").

- C. The Oakland Community Health Network will serve as the employer of the mental health clinicians providing services under this Agreement. The Participating Agencies will be invoiced and shall pay OCHN for those Costs related to the clinician in accordance with the mutually established policy. Notwithstanding the foregoing, in the event that the Parties to this Agreement have applied for and received grant funding to support the services under this Agreement, the Parties agree to exhaust all grant monies that were specifically awarded to support or fund the services under this Agreement. In the event that any grant funding awarded for the program expires, the Participating Agencies agree to continue to be responsible for the Costs under this Agreement as outlined above in Paragraph A of this Section. A primary fiduciary shall be selected from the Participating Agencies to serve the function of directing the finances of the Participating Agencies including expenses, revenues, and grant funding opportunities.
- D. Training expenses for staff supporting the Program shall be the responsibility of each Participating Agency.

#### **SECTION 6: Responsibilities and Liability of Participating Agencies and Parties**

- A. Each participating agency shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement both as to liability and as to the payment of benefits to such sworn or civilian personnel all to the same extent as such personnel are insured, indemnified, and otherwise protected when acting within the participating agencies' respective corporate limits.
- B. Each participating agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including, but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.
- C. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other party or parties for any claims, lawsuits injuries, damages, attorney's fees, or liability arising out of or stemming from an act, action or omission of a party.
- D. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any party.

- E. Confidentiality. Each Participating Agency shall comply with all state and federal standards regarding the protection and confidentiality of information as currently effective, subsequently enacted, or as may be amended.
- F. Program Oversight. Each Member of the Team shall dedicate the necessary staff and resources to effectively operate the CoRe Program. The parties agree to develop a CoRe Crisis Outreach Policy and Procedure that will inform the Team how to operate the Program where this Agreement is silent such subject.

#### **SECTION 7: Corer Crisis Committee: Operations Manual**

- A. The Participating Agencies and OCHN shall mutually establish an Operations Manual (i.e. CoRe Crisis Outreach Policy and Procedure) for implementing this Agreement. The Operations Manual shall include, but not be limited to, procedures for requesting, rendering and receiving aid. The Operations Manual shall be reviewed, updated and evaluated by the Participating Agencies and OCHN at regular intervals.
- B. CoRe Crisis Committee. The CoRe Crisis Committee shall consist of each agency's CoRe Team representatives, the crisis clinicians, and community mental health stakeholders and resources that meet for the purpose of building an effective response to crisis incidents involving police that is built upon best practices, innovation, and experience. The CoRe Crisis Committee analyzes *training* and policies to ensure they are consistent with legal standards and community expectations. The CoRe Crisis Committee is responsible for streamlining services in the mental health community. The CoRe Crisis Committee will meet monthly to monitor the implementation/development of the CoRe Community Outreach Program.

#### **Section 8: Term and Termination**

- A. The term of this Second Amendment to the Agreement shall commence on October 1, 2022, and this Agreement shall remain in effect unless otherwise canceled or terminated by any of the parties pursuant to the terms of the Agreement. The parties agree and acknowledge that any Party's decision to terminate and/or cancel this Agreement, or any one or more individual OCHN services identified herein, shall not relieve the Participating Agencies' payment obligation for any OCHN services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this section shall survive the termination, cancellation, and/or expiration of this Agreement.

- B. Any party may terminate this Agreement with or without cause upon ninety (90) days prior written Notice to the other parties *in* accordance with the terms of this Agreement.

#### **SECTION 9: General Provisions**

- A. This Agreement shall remain in full force and effect and shall bind OCHN and each Participating Agency executing the Agreement and said governing body of the Participating Agency adopting a resolution giving its approval to this Agreement. Certified copies of such resolution shall be filed with the other appropriate office of all other Participating Agencies and the OCHN within thirty (30) days of Its passage.
- B. Amendment. This Agreement may be amended from time to time in writing and approved upon written agreement by all parties. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment. The Parties further agree that this Agreement shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement in any manner.
- C. Nothing in this Agreement shall be construed as creating an employer-employee relationship between any party (including any of its agents) and any other party (including any of its agents).
- D. The parties shall not discriminate against their employees, agents, applicants for employment or other person or entities with respect to hire, tenure, terms, conditions and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- E. Each Participating Agency agrees that the financial records and other relevant records related to the services performed will be available upon request for review or audit by OCHN or other appropriate officials.
- F. Except as otherwise provided in this Agreement, each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. In no event and under no circumstances in connection with or as a result of this Agreement shall any party be liable to any other party, or any other person, for any consequential, incidental, direct, indirect, special punitive, or other similar damages whatsoever (including, without limitation, damages for loss of

business, profits, business interruption, or any other pecuniary loss or business detriment) arising from the services under this Agreement.

- G. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - a. If Notice is sent to the OCHN, it shall be addressed and sent to: 5505 Corporate Drive, Troy, MI 48098.
  - b. A party may change the address and/or individual to which Notice is sent by notifying the other parties in writing of the change.
- H. The Team shall annually review the budget and funding for the Program by June 30 of each year.
- I. 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.
- J. 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.
- K. 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.
- L. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- M. Delegation and Assignment. Neither party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Parties.
- N. 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.

- O. Force Majeure. Each party shall be excused from any obligations under this Agreement during the time and to the extent that a party is prevented from performing due to causes beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; or (f) natural disasters. Reasonable notice shall be given to the affected Party of such event.
- O. This agreement shall be governed by and interpreted pursuant to the laws of the State of Michigan.
- P. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF AUBURN HILLS

TOWNSHIP OF BLOOMFIELD

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

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

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

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

\_\_\_\_\_  
Auburn Hills Police

\_\_\_\_\_  
Bloomfield Township Police

CITY OF BIRMINGHAM

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

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

\_\_\_\_\_  
Birmingham Police

CITY OF ROCHESTER

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

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

\_\_\_\_\_  
Rochester Police

OAKLAND COMMUNITY HEALTH NETWORK

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

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

\_\_\_\_\_  
Oakland Community Health Network

\_\_\_\_\_  
Mental Health Co-Response Team  
Coordinator

\_\_\_\_\_  
Mental Health Co-Response Team  
Assistant Coordinator



Alex Bingham &lt;abingham@bhamgov.org&gt;

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## Leaf Blowers

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**'Rogers, Alan (A.)' via City Commission** <city-commission@bhamgov.org>

Thu, Oct 27, 2022 at 1:15 PM

Reply-To: "Rogers, Alan (A.)" &lt;aroger74@ford.com&gt;

To: "city-commission@bhamgov.org" &lt;city-commission@bhamgov.org&gt;

Hi Birmingham City Commission,

I read, with great interest, the story in the local paper regarding leaf blowers in Birmingham.

I have been complaining to people about these for years. It's not just a Fall problem.

Here's my observations as a concerned Birmingham resident (963 Bird Ave). Take them for what they are:

1) Ever since Covid, I have been working from home, usually with the windows open to enjoy the breeze. It never fails that instead of hearing the birds chirping or the quiet of the day, it is ALWAYS interrupted by lawn maintenance services and more irritating, the leaf blowers from morning until afternoon. Spring, Summer and Fall. Usually this seems to happen during WebEx meetings throughout the day and is a great distraction. I have to get up and close the windows.

2) I have cut my own lawn with a mulching mower ever since moving to Birmingham in 2006. If done right, one can cut the lawn with minimal grass clippings blown on the concrete, all in 10 minutes. I have never needed a leaf blower. For edging, I use a broom to clean up. Simple as that.

3) In the Fall, I use a manual rake, which is great exercise, to QUIETLY rake the leaves into the street.

4) On a walk this morning, I DID notice the obnoxious smell coming from the 2-cycle engines, which is an added negative.

5) I don't understand why, given lawns so small, that most people feel the need to hire a lawn service to disrupt the neighborhood constantly. These services come each week, regardless if the lawn actually needs cutting or not.

6) I think I can answer my own question – It's because people are well-to-do around here, lazy and only care about themselves.

I would DEFINITELY appreciate it if Birmingham can pass an ordinance banning gas-powered two-cycle blowers and edgers. The time has come.

Thanks,



Alan Rogers

**Alan Rogers**

**Data Engineer**

**GDIA – Customer Experience (CX) Data Tech Team**

Ford Motor Company

Fairlane Business Park V, Allen Park MI

248-408-2344

[aroger74@ford.com](mailto:aroger74@ford.com)



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To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CO3PR16MB48709DC2250681734F128792A5339%40CO3PR16MB4870.namprd16.prod.outlook.com>.



## **NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD**

At the regular meeting of Monday, December 5, 2022, the Birmingham City Commission intends to appoint an alternate member to the Museum Board to serve the remainder of a three-year term to expire July 5, 2023.

Interested parties may submit an application available at the City Clerk's office on or before noon on Wednesday, November 30, 2022. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

### Board Duties

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

<b>Criteria/Qualifications of Open Position</b>	<b>Date Applications Due (by noon)</b>	<b>Date of Interview</b>
Shall be qualified electors of the City.	11/30/2022	12/5/2022

*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 ZONING APPEALS**

At the regular meeting of December 5, 2022, the Birmingham City Commission intends to appoint an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 18, 2023.

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 30, 2022. Applications will appear in the public agenda at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

### Duties of Board

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

<b>Criteria/Qualifications of Open Position</b>	<b>Date Applications Due (by noon)</b>	<b>Date of Interview</b>
Members shall be property owners of record and registered voters.	11/30/2022	12/5/2022

*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.*



## MEMORANDUM

FINANCE

**DATE:** November 5, 2022

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

**FROM:** Mark Gerber, Finance Director/Treasurer

**SUBJECT:** 1<sup>st</sup> Quarter Investment Report

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Public Act 213 of 2007 requires investment reporting on the City's general investments to be provided to the City Commission on a quarterly basis. This information is also required to be provided annually, which the City has and will continue to include within the audited financial statements.

General investments of the City are governed by state law and the City's General Investment Policy approved by the City Commission. The services of an outside investment advisor are utilized to assist the treasurer in determining which types of investments are most appropriate and permitted under the investment policy, maximize the return on the City's investments within investment policy constraints and provide for cash flow needs.

The two primary objectives for investment of City funds are the preservation of principal and liquidity to protect against losses and provide sufficient funds to enable the City to meet all operating requirements that might be reasonably anticipated. Investment activities include all City funds except the retirement and retiree health-care funds as follows:

- General Fund
- Permanent Funds
- Special Revenue Funds
- Capital Projects Fund
- Enterprise Funds
- Debt Service Funds
- Component Unit Funds
- Internal Service Funds

Overall, the City has \$118.0 million invested in various securities according to its general investment policy as of September 30, 2022.

The City has two pooled funds (CLASS Pool and J-Fund), which are used to meet payroll, contractor and other accounts payable needs. As indicated on the attached schedule, there is approximately \$17.9 million invested in pooled funds at the end of September. A maximum of 50% of the portfolio may be invested in pooled funds that meet state guidelines. The amount currently invested in pooled funds is 15%.

The City also holds approximately \$52.9 million, or 45%, of its investments in treasury notes and bills, which are obligations of the United States. The maximum amount of investments that may be held in government securities is 100%.

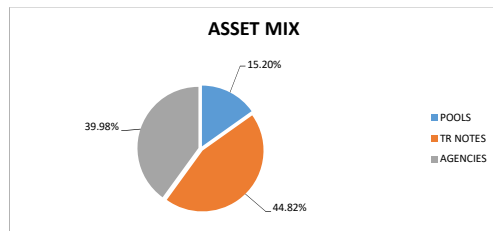
Investments in federal agencies total approximately \$47.2 million, or 40%, of the City's investments. The maximum amount of the portfolio that may be invested in federal agencies is 75%.

The Investment Policy requires that the average maturity of the portfolio may not exceed two and one-half years. The current average maturity of the portfolio is 1.4 years.

**CITY OF BIRMINGHAM  
GENERAL INVESTMENT PORTFOLIO SUMMARY**

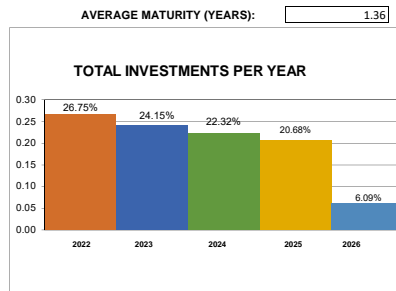
9/30/2022

YEAR	MATURITY DATE	DESCRIPTION	% YIELD	*	ISSUER	PAR VALUE	COST	CURRENT MARKET VALUE	YEARLY TOTAL	% OF TOTAL
2022	9/30/2022	CLASS POOL	2.586%	CITY	MICHIGAN CLASS	2,175,795.23	2,175,795.23	2,175,795.23		
	9/30/2022	J FUND	2.296%	CITY	COMERICA BANK	15,759,910.42	15,759,910.42	15,759,910.42		
	10/13/2022	AGENCY	1.549%	INSIGHT	FFCB	1,500,000.00	1,502,076.00	1,499,265.00		
	10/31/2022	TR NOTE	1.854%	INSIGHT	U.S.	1,500,000.00	1,506,977.68	1,499,085.00		
	11/2/2022	AGENCY	0.320%	INSIGHT	FHLMC	1,500,000.00	1,500,000.00	1,434,345.00		
	11/15/2022	TR NOTE	0.124%	INSIGHT	U.S.	3,000,000.00	3,050,976.56	2,994,660.00		
	11/17/2022	FNMA	0.360%	INSIGHT	FNMA	1,000,000.00	999,800.00	934,950.00		
	12/15/2022	TR NOTE	0.133%	INSIGHT	U.S.	3,000,000.00	3,054,375.00	2,990,970.00		
	12/16/2022	AGENCY	0.500%	INSIGHT	FNMA	1,000,000.00	1,000,000.00	916,260.00		
	12/30/2022	AGENCY	0.390%	INSIGHT	FHLMC	1,500,000.00	1,499,025.00	1,368,015.00		
									31,573,255.65	26.75%
2023	1/19/2023	AGENCY	1.617%	INSIGHT	FNMA	2,500,000.00	2,558,475.00	2,490,300.00		
	2/17/2023	AGENCY	0.192%	INSIGHT	FHLB	1,500,000.00	1,542,361.50	1,487,025.00		
	2/21/2023	AGENCY	1.491%	INSIGHT	FFCB	2,000,000.00	2,004,653.94	1,982,700.00		
	3/31/2023	TR NOTE	1.421%	INSIGHT	U.S.	1,500,000.00	1,556,430.81	1,490,280.00		
	4/15/2023	TR NOTE	0.207%	INSIGHT	U.S.	3,000,000.00	3,001,992.34	2,941,530.00		
	5/15/2023	TR NOTE	1.578%	INSIGHT	U.S.	1,500,000.00	1,509,028.46	1,478,670.00		
	6/19/2023	AGENCY	1.851%	INSIGHT	FHLMC	1,500,000.00	1,550,467.50	1,483,950.00		
	6/26/2023	AGENCY	0.233%	INSIGHT	FHLMC	1,500,000.00	1,500,705.00	1,458,075.00		
	8/15/2023	TR NOTE	4.130%	INSIGHT	U.S.	3,000,000.00	2,957,822.55	2,955,600.00		
	9/8/2023	AGENCY	1.466%	INSIGHT	FHLB	2,000,000.00	2,070,800.00	1,966,200.00		
	9/12/2023	AGENCY	1.591%	INSIGHT	FNMA	1,500,000.00	1,573,410.00	1,478,850.00		
	10/31/2023	TR NOTE	1.423%	INSIGHT	U.S.	1,500,000.00	1,587,954.24	1,477,845.00		
	10/31/2023	TR NOTE	0.307%	INSIGHT	U.S.	2,000,000.00	2,054,928.58	1,943,600.00		
	11/15/2023	TR NOTE	1.572%	INSIGHT	U.S.	1,500,000.00	1,570,258.93	1,473,990.00		
	11/15/2023	TR NOTE	0.320%	INSIGHT	U.S.	2,000,000.00	1,997,037.95	1,911,720.00		
	11/27/2023	AGENCY	0.202%	INSIGHT	FNMA	500,000.00	500,690.00	477,765.00		
									28,498,100.00	24.15%
2024	1/19/2024	AGENCY	0.241%	INSIGHT	FFCB	1,000,000.00	999,670.00	949,560.00		
	2/5/2024	AGENCY	1.572%	INSIGHT	FNMA	1,500,000.00	1,558,201.50	1,463,910.00		
	2/29/2024	TR NOTE	1.637%	INSIGHT	U.S.	1,750,000.00	1,785,621.10	1,697,972.50		
	3/8/2024	AGENCY	4.396%	INSIGHT	FHLB	2,900,000.00	2,868,825.00	2,871,464.00		
	4/15/2024	TR NOTE	0.434%	INSIGHT	U.S.	3,000,000.00	2,995,546.88	2,825,520.00		
	5/31/2024	TR NOTE	0.462%	INSIGHT	U.S.	1,000,000.00	1,040,823.66	963,360.00		
	6/14/2024	AGENCY	0.377%	INSIGHT	FHLB	1,500,000.00	1,556,520.00	1,436,400.00		
	6/14/2024	AGENCY	4.343%	INSIGHT	FHLB	2,500,000.00	2,481,025.00	2,481,000.00		
	7/2/2024	AGENCY	1.719%	INSIGHT	FNMA	1,500,000.00	1,502,037.00	1,436,535.00		
	8/19/2024	AGENCY	0.450%	INSIGHT	FNMA	2,000,000.00	1,999,500.00	1,854,360.00		
	9/13/2024	AGENCY	1.729%	INSIGHT	FHLB	1,750,000.00	1,843,345.00	1,702,015.00		
	9/30/2024	TR NOTE	0.569%	INSIGHT	U.S.	1,500,000.00	1,541,020.65	1,422,420.00		
	10/31/2024	TR NOTE	0.465%	INSIGHT	U.S.	1,000,000.00	1,032,695.31	936,441.00		
	10/31/2024	TR NOTE	0.557%	INSIGHT	U.S.	2,000,000.00	2,057,741.08	1,901,259.00		
	10/31/2024	TR NOTE	2.476%	INSIGHT	U.S.	1,000,000.00	994,378.35	960,630.00		
	11/15/2024	TR NOTE	0.560%	INSIGHT	U.S.	1,500,000.00	1,578,637.84	1,439,355.00		
									26,342,201.50	22.32%
2025	1/7/2025	AGENCY	0.362%	INSIGHT	FNMA	1,500,000.00	1,580,434.50	1,415,370.00		
	1/28/2025	AGENCY	0.550%	INSIGHT	FHLB	1,500,000.00	1,500,000.00	1,374,600.00		
	2/12/2025	AGENCY	0.344%	INSIGHT	FHLMC	1,500,000.00	1,575,136.50	1,409,040.00		
	2/26/2025	AGENCY	0.680%	INSIGHT	FHLB	1,000,000.00	1,000,000.00	912,160.00		
	2/28/2025	TR NOTE	0.508%	INSIGHT	U.S.	1,500,000.00	1,533,925.38	1,393,425.00		
	3/28/2025	AGENCY	1.250%	INSIGHT	FHLB	800,000.00	797,440.00	721,478.40		
	3/28/2025	AGENCY	1.460%	INSIGHT	FHLB	700,000.00	697,060.00	639,801.60		
	3/28/2025	AGENCY	0.450%	INSIGHT	FHLMC	1,500,000.00	1,500,000.00	1,356,765.00		
	3/31/2025	TR NOTE	0.669%	INSIGHT	U.S.	1,500,000.00	1,491,215.96	1,368,750.00		
	6/30/2025	AGENCY	0.750%	INSIGHT	FHLB	2,000,000.00	2,000,000.00	1,804,720.00		
	7/15/2025	TR NOTE	4.233%	INSIGHT	U.S.	3,000,000.00	2,903,095.99	2,900,160.00		
	8/15/2025	TR NOTE	3.037%	INSIGHT	U.S.	2,000,000.00	1,937,506.70	1,879,220.00		
	9/15/2025	TR NOTE	4.187%	INSIGHT	U.S.	3,000,000.00	2,942,939.74	2,939,310.00		
	10/31/2025	TR NOTE	3.167%	INSIGHT	U.S.	2,500,000.00	2,487,020.09	2,411,225.00		
	11/15/2025	TR NOTE	3.025%	INSIGHT	U.S.	2,000,000.00	1,951,959.82	1,883,820.00		
									24,409,845.00	20.68%
2026	2/25/2026	AGENCY	3.577%	INSIGHT	FFCB	1,500,000.00	1,487,659.50	1,455,315.00		
	3/31/2026	TR NOTE	4.144%	INSIGHT	U.S.	3,000,000.00	2,816,142.86	2,811,210.00		
	6/16/2026	AGENCY	4.203%	INSIGHT	FFCB	3,000,000.00	2,928,240.00	2,924,100.00		
									7,190,625.00	6.09%
			1.790%			121,835,705.65	122,551,318.10	118,014,027.15	118,014,027.15	100.00%



POOLS	\$17,935,705.65	15.20%
TR NOTES	\$52,892,027.50	44.82%
AGENCIES	\$47,186,294.00	39.98%
<b>TOTAL</b>	<b>\$118,014,027.15</b>	<b>100.00%</b>

COMPARATIVE RETURNS			
	City Portfolio	1-Yr TR	2-Yr TR
Current Month	1.79%	1.68%	2.01%
Previous Month	1.42%	1.37%	1.71%
1 Year Ago	0.92%	0.12%	0.24%



* INSIGHT:	\$100,078,321.50	84.80%
* ASSIGNED TO CITY:	\$17,935,705.65	15.20%
	<b>\$118,014,027.15</b>	<b>100.00%</b>



## **MEMORANDUM**

FINANCE

**DATE:** November 5, 2022

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

**FROM:** Mark Gerber, Director of Finance/Treasurer

**SUBJECT:** First Quarter Financial Reports

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### **Background**

Chapter 7, section 3(b) of the City charter requires the Director of Finance to report on the condition of the City quarterly. Quarterly reports are prepared for the first 3 quarters of the year with the annual audit serving as the 4<sup>th</sup> quarter report. Only the following funds are reported quarterly because by state law they require a budget: General Fund, Greenwood Cemetery Perpetual Care Fund, Major and Local Street Funds, Solid Waste Fund, Community Development Block Grant Fund, Law and Drug Enforcement Fund, Baldwin Public Library Fund, Principal Shopping District Fund, Brownfield Redevelopment Authority Fund, Triangle District Corridor Improvement Authority Fund, and the Debt Service Fund.

### **Overview**

Attached is the first quarter 2022-2023 fiscal year financial reports. The reports compare budget to actual for the current fiscal year and the prior fiscal year for the same quarter. The previous year's budget and actual have been restated using the required state chart of account groupings. This allows meaningful comparisons between fiscal years as well as percentage of budget received/spent for the year. The budget categories used for each fund are the same ones approved by the Commission when they adopted the 2022-2023 budget. Budget discussions that follow will focus on each fund individually.

At this point, 25% of the fiscal year has lapsed.

### **General Fund**

Revenues are approximately \$3,000,000 higher than the previous year as a result of an increase in tax revenue of approximately \$2,000,000 and an increase in licenses and permits of \$800,000. Taxes increased as a result of an increase in taxable value. Licenses and Permits increased as a result of an increase in construction activity, especially some large scale projects.

Federal, State, and Local grant funds and Fines and Forfeitures are below expected budget due to timing of when the revenues are received. Special Assessments are at 8% due to timing of when these are billed. Licenses and Permits are at 47% due to large construction projects this fiscal year. Fines and Forfeitures are at 17% due to a timing difference in receiving court revenues.

Total current year-to-date expenditures for the General Fund are lower than the prior year by approximately \$300,000, or 4%. Most of the difference is the result of a decrease in Judicial of \$384,000. The decrease is the result of two quarterly payments made in the first quarter of 2021-2022 to the court.

Transfers Out are at 27% of budget due to a budget amendment to increase the transfer to the Capital Projects Fund for repairs at the Adams Fire Station.

### **Greenwood Cemetery Fund**

Cemetery perpetual care revenues are approximately \$9,000 higher than the previous year mostly due to higher plot sales than the previous year. No expenditures have been budgeted for this fiscal year.

### **Major Street Fund**

Total revenues are approximately \$778,000 less than the prior year as a result of lower budgeted transfers from the General Fund. State grant revenue is at 10% as a result of August and September road funding being received after the quarter ended. In the prior fiscal year August's road funding was received at the end of September.

Overall expenditures are \$342,000 lower than the previous year as a result of lower road construction expenditures through the end of the quarter compared to the prior year.

### **Local Street Fund**

Total revenues for the year are approximately the same as the prior fiscal year. Transfers In increased approximately \$75,000 due to scheduled transfers from the General Fund. This was offset by a decrease in State Grant funding of \$54,000 due to timing of when funds are received, and a decrease in special assessment revenue due to timing of billings. We anticipate 2 large road special assessments which will be billed after those roads have been cape sealed (likely in the spring). As with the Major Street fund, state grants are generally received 2 months after the close of the month which explains the low budget to actual variance.

Total expenditures are approximately \$320,000 more than the prior year mainly as a result of higher road construction costs.

### **Solid Waste Fund**

Revenues are approximately \$70,000 higher than the previous year as a result of higher property tax revenue.

Expenditures are approximately the same as the prior fiscal year.



### **Brownfield Redevelopment Authority Fund**

Revenues are approximately \$330,000 than the prior year. This is the result of higher property tax revenue as a result of more property value subject to tax capture.

Reimbursement to developers for site contamination were paid in October 2022 and October 2021.

### **Principal Shopping District**

Revenues are up slightly from the prior year due to special event revenue. Special assessments are normally billed in December or January.

Expenditures for the year are approximately the same as the prior year.

### **Community Development Block Grant Fund**

No CDBG expenditures have been recorded in the first quarter.

### **Triangle District Corridor Improvement Authority**

The City is attempting to re-engage with the County regarding tax capture for the district. To-date no property taxes have been captured and no funds spent on this activity.

### **Michigan Indigent Defense Fund**

This fund records the revenues and expenditures of providing legal defense to indigent defendants at the 48<sup>th</sup> District Court. The legal costs are funded mainly through a grant from the State of Michigan. The City of Birmingham assumed control of this fund from the 48<sup>th</sup> District Court on January 1, 2022, so there was no activity in the fund in the prior year.

Expenditures are 52% as a result of only budgeting one quarter of expenditures in the fiscal year. If the City is going to continue being the grant administrator for the program, then a budget amendment will be necessary to fund the next program year.

### **Baldwin Library**

Revenue has increased approximately \$283,000. This is the result of an increase in property tax revenue of \$190,000 and an increase in local contributions of \$87,000 due to the timing of a payment from a contract municipality.

Expenditures are approximately \$206,000 more than the prior fiscal year due to building design services for the next phase of building improvements in the current fiscal year.

### **Law and Drug Enforcement Fund**

Revenues are dependent on receipt of forfeited property proceeds as a result of prosecution of drug cases.

### **Debt Service Fund**

Budgeted revenues and expenditures are based on scheduled debt service payments. Expenditures are at 92% spent for the year as a result of making a principal payment in September.

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 GENERAL FUND  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	3,479,271	-	0%	902,233	-	0%
TAXES	30,197,140	30,268,511	100%	28,163,010	28,210,606	100%
SPECIAL ASSESSMENTS	1,395,360	115,660	8%	905,420	867	0%
LICENSES AND PERMITS	2,678,930	1,255,246	47%	2,608,260	484,383	19%
FEDERAL GRANTS	51,500	-	0%	66,900	5,250	8%
STATE GRANTS	2,446,470	41,871	2%	2,249,910	34,333	2%
LOCAL CONTRIBUTIONS	90,240	2,766	3%	86,300	1,248	1%
CHARGES FOR SERVICES	3,159,460	666,534	21%	3,206,030	614,412	19%
FINES AND FORFEITURES	1,372,250	228,668	17%	1,635,250	227,960	14%
INTEREST AND RENT	417,320	76,705	18%	498,060	40,744	8%
OTHER REVENUE	51,650	31,889	62%	51,150	39,316	77%
TRANSFERS IN	100,000	25,000	25%	100,000	25,000	25%
TOTAL REVENUES	<u>45,439,591</u>	<u>32,712,850</u>	<u>72%</u>	<u>40,472,523</u>	<u>29,684,119</u>	<u>73%</u>
EXPENDITURES:						
GENERAL GOVERNMENT	5,847,560	1,155,670	20%	6,169,571	1,122,721	18%
JUDICIAL	2,195,057	317,096	14%	1,492,820	701,220	47%
PUBLIC SAFETY	18,451,712	3,945,630	21%	18,148,480	3,985,419	22%
PUBLIC WORKS	10,979,849	985,475	9%	4,932,440	499,391	10%
HEALTH AND WELFARE	179,040	39,556	22%	-	-	0%
COMMUNITY DEVELOPMENT	739,544	118,131	16%	733,871	121,049	16%
RECREATION AND CULTURE	3,210,828	585,183	18%	2,805,307	503,941	18%
TRANSFERS OUT	3,835,968	1,023,468	27%	6,190,000	1,547,500	25%
TOTAL EXPENDITURES	<u>45,439,558</u>	<u>8,170,209</u>	<u>18%</u>	<u>40,472,489</u>	<u>8,481,241</u>	<u>21%</u>

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 GREENWOOD CEMETERY FUND  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(82,500)	-	0%	(84,500)	-	0%
CHARGES FOR SERVICES	60,000	12,250	20%	60,000	4,436	7%
INTEREST AND RENT	22,500	6,363	28%	24,500	5,184	21%
TRANSFERS IN	-	-	0%	-	-	0%
<b>TOTAL Revenues</b>	<b>-</b>	<b>18,613</b>	<b>0%</b>	<b>-</b>	<b>9,620</b>	<b>0%</b>
EXPENDITURES:						
ENGINEERING AND PUBLIC SERVICES	-	-	0%	-	-	0%
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 MAJOR STREETS  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	3,170,411	0	0%	659,646	0	0%
SPECIAL ASSESSMENT	31,900	0	0%			
STATE GRANTS	1,786,350	174,074	10%	1,674,280	303,410	18%
INTEREST AND RENT	38,590	12,072	31%	59,580	4,918	8%
OTHER REVENUE	-	-	0%	-	-	0%
TRANSFERS IN	<u>1,500,000</u>	<u>375,000</u>	25%	<u>4,100,000</u>	<u>1,025,000</u>	25%
 TOTAL REVENUES	 <u>6,527,251</u>	 <u>561,146</u>	 <u>9%</u>	 <u>6,493,506</u>	 <u>1,333,328</u>	 <u>21%</u>
EXPENDITURES:						
PUBLIC WORKS:						
ADMINISTRATIVE	19,640	6,068	31%	20,570	4,670	23%
TRAFFIC CONTROLS & ENGINEERING	993,067	22,447	2%	695,355	33,318	5%
CONSTRUCTION OF ROADS & BRIDGES	4,098,064	218,621	5%	4,535,522	536,884	12%
MAINTENANCE OF ROADS & BRIDGES	447,520	61,681	14%	465,840	47,336	10%
STREET CLEANING	237,990	46,561	20%	221,770	63,060	28%
STREET TREES	456,420	71,531	16%	292,680	83,317	28%
SNOW AND ICE REMOVAL	<u>274,550</u>	<u>10,792</u>	4%	<u>261,770</u>	<u>11,496</u>	4%
 TOTAL EXPENDITURES	 <u>6,527,251</u>	 <u>437,701</u>	 <u>7%</u>	 <u>6,493,507</u>	 <u>780,081</u>	 <u>12%</u>

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 LOCAL STREETS  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	478,752	-	0%	1,151,003	-	0%
SPECIAL ASSESSMENT	521,730	2,421	0%	209,730	35,147	17%
STATE GRANTS	729,630	69,976	10%	683,860	123,291	18%
INTEREST AND RENT	28,950	5,976	21%	20,600	3,352	16%
OTHER REVENUE	5,000	1,598	32%	5,000	(421)	-8%
TRANSFERS IN	<u>2,250,000</u>	<u>562,500</u>	25%	<u>1,950,000</u>	<u>487,500</u>	25%
 TOTAL REVENUES	 <u>4,014,062</u>	 <u>642,471</u>	 <u>16%</u>	 <u>4,020,193</u>	 <u>648,869</u>	 <u>16%</u>
EXPENDITURES:						
PUBLIC WORKS:						
ADMINISTRATIVE	27,680	7,895	29%	28,960	6,775	23%
TRAFFIC CONTROLS & ENGINEERING	66,100	13,535	20%	68,700	17,971	26%
CONSTRUCTION OF ROADS & BRIDGES	1,466,862	387,113	26%	2,164,241	20,641	1%
MAINTENANCE OF ROADS & BRIDGES	1,073,210	110,110	10%	714,333	108,345	15%
STREET CLEANING	258,350	46,944	18%	255,550	71,188	28%
STREET TREES	946,370	208,036	22%	614,630	225,686	37%
SNOW AND ICE REMOVAL	<u>175,490</u>	<u>9,001</u>	5%	<u>173,780</u>	<u>9,721</u>	6%
 TOTAL EXPENDITURES	 <u>4,014,062</u>	 <u>782,634</u>	 <u>19%</u>	 <u>4,020,194</u>	 <u>460,327</u>	 <u>11%</u>

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 SOLID WASTE  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(7,320)	0	0%	(36,890)	-	0%
TAXES	2,245,000	2,248,692	100%	2,175,000	2,179,213	100%
STATE GRANTS	3,990	0	0%	3,990	-	0%
CHARGES FOR SERVICES	17,100	4,368	26%	17,100	4,368	26%
INTEREST AND RENT	15,440	3,085	20%	20,000	1,428	7%
OTHER REVENUE	-	-	0%	-	-	0%
TOTAL REVENUES	<u>2,274,210</u>	<u>2,256,145</u>	<u>99%</u>	<u>2,179,200</u>	<u>2,185,009</u>	<u>100%</u>
EXPENDITURES:						
PUBLIC WORKS	<u>2,274,210</u>	<u>411,554</u>	<u>18%</u>	<u>2,179,200</u>	<u>405,920</u>	<u>19%</u>

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 BROWNFIELD REDEVELOPMENT FUND  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(770)	-	0%	(2,000)	-	0%
TAXES	627,240	700,557	112%	369,000	369,787	100%
CHARGES FOR SERVICES	-	-	0%	-	-	0%
INTEREST AND RENT	770	524	68%	2,000	134	7%
OTHER REVENUE	20,000	-	0%	20,000	351	2%
TRANSFERS IN	-	-	0%	-	-	0%
TOTAL REVENUES	<u>647,240</u>	<u>701,081</u>	<u>108%</u>	<u>389,000</u>	<u>370,272</u>	<u>95%</u>
EXPENDITURES						
COMMUNITY DEVELOPMENT	<u>647,240</u>	<u>216</u>	<u>0%</u>	<u>389,000</u>	<u>-</u>	<u>0%</u>

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 PRINCIPAL SHOPPING DISTRICT  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	173,135	-	0%	74,560	-	0%
SPECIAL ASSESSMENTS	1,101,370	1,765	0%	1,054,970	-	0%
CHARGES FOR SERVICES	25,000	-	0%	25,000	-	0%
INTEREST AND RENT	5,310	1,606	30%	13,700	952	7%
OTHER REVENUE	<u>160,000</u>	<u>42,402</u>	27%	<u>100,000</u>	<u>22,282</u>	22%
 TOTAL REVENUES	 <u>1,464,815</u>	 <u>45,773</u>	 <u>3%</u>	 <u>1,268,230</u>	 <u>23,234</u>	 <u>2%</u>
EXPENDITURES						
COMMUNITY DEVELOPMENT	<u>1,464,815</u>	<u>240,200</u>	<u>16%</u>	<u>1,268,230</u>	<u>232,875</u>	<u>18%</u>



CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 COMMUNITY DEVELOPMENT BLOCK GRANT  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
FEDERAL GRANTS	<u>36,670</u>	<u>-</u>	<u>0%</u>	<u>36,100</u>	<u>-</u>	<u>0%</u>
EXPENDITURES						
HEALTH AND WELFARE	<u>36,670</u>	<u>-</u>	<u>0%</u>	<u>36,100</u>	<u>-</u>	<u>0%</u>

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(190)	-	0%	(470)	-	0%
PROPERTY TAXES	-	-	0%	-	-	0%
INTEREST AND RENT	<u>190</u>	<u>34</u>	18%	<u>470</u>	<u>20</u>	4%
 TOTAL REVENUES	 <u>-</u>	 <u>34</u>	 <u>0%</u>	 <u>-</u>	 <u>20</u>	 <u>0%</u>
EXPENDITURES						
COMMUNITY DEVELOPMENT	<u>-</u>	<u>-</u>	<u>0%</u>	<u>-</u>	<u>-</u>	<u>0%</u>

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 MICHIGAN INDIGENT DEFENSE FUND  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	2,860	-	0%	-	-	0%
STATE GRANTS	128,810	38,346	30%	-	-	0%
LOCAL CONTRIBUTIONS	-	-	0%	-	-	0%
INTEREST AND RENT	<u>480</u>	<u>516</u>	108%	<u>-</u>	<u>-</u>	0%
 TOTAL REVENUES	 <u><u>132,150</u></u>	 <u><u>38,862</u></u>	 <u><u>29%</u></u>	 <u><u>-</u></u>	 <u><u>-</u></u>	 <u><u>0%</u></u>
EXPENDITURES:						
HEALTH AND WELFARE	<u><u>132,150</u></u>	<u><u>68,658</u></u>	<u><u>52%</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>0%</u></u>

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 BALDWIN LIBRARY  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(478,930)	-	0%	(571,630)	-	0%
TAXES	3,854,880	3,869,559	100%	3,663,280	3,676,910	100%
STATE GRANTS	36,000	-	0%	35,000	-	0%
LOCAL CONTRIBUTIONS	1,062,390	248,142	23%	1,030,710	161,154	16%
CHARGES FOR SERVICES	21,000	8,562	41%	18,400	5,510	30%
FINES AND FORFEITURES	6,000	1,011	17%	3,000	943	31%
INTEREST AND RENT	<u>30,000</u>	<u>6,235</u>	21%	<u>30,000</u>	<u>2,433</u>	8%
 TOTAL REVENUES	 <u>4,531,340</u>	 <u>4,133,509</u>	 <u>91%</u>	 <u>4,208,760</u>	 <u>3,846,950</u>	 <u>91%</u>
EXPENDITURES:						
RECREATION AND CULTURE	<u>4,531,340</u>	<u>1,066,012</u>	<u>24%</u>	<u>4,208,760</u>	<u>860,347</u>	<u>20%</u>

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 LAW & DRUG ENFORCEMENT FUND  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	(20,150)	-	0%	92,590	-	0%
FINES & FORFEITURES	25,000	-	0%	25,000	-	0%
INTEREST AND RENT	580	296	51%	2,000	135	7%
OTHER REVENUE	-	-	0%	-	3,851	0%
TOTAL REVENUES	<u>5,430</u>	<u>296</u>	<u>5%</u>	<u>119,590</u>	<u>3,986</u>	<u>3%</u>
EXPENDITURES:						
PUBLIC SAFETY	5,430	1,742	32%	119,590	-	0%
CAPITAL OUTLAY	-	-	0%	-	-	0%
TOTAL EXPENDITURES	<u>5,430</u>	<u>1,742</u>	<u>32%</u>	<u>119,590</u>	<u>-</u>	<u>0%</u>

CITY OF BIRMINGHAM  
 QUARTERLY BUDGET REPORT  
 DEBT SERVICE FUND  
 QUARTER ENDED: SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021  
 % OF FISCAL YEAR COMPLETED: 25%

	2022-2023			2021-2022		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF (CONTRIB. TO) FUND BALANCE	-	-	0%	(5,500)	-	0%
TAXES	1,508,190	1,513,994	100%	1,566,100	1,565,500	100%
STATE GRANTS	5,200	0	0%	3,300	-	0%
INTEREST AND RENT	<u>1,740</u>	<u>1,740</u>	100%	<u>3,000</u>	<u>853</u>	28%
 TOTAL REVENUES	 <u><u>1,515,130</u></u>	 <u><u>1,515,734</u></u>	 <u>100%</u>	 <u><u>1,566,900</u></u>	 <u><u>1,566,353</u></u>	 <u>100%</u>
EXPENDITURES:						
DEBT SERVICE	<u><u>1,515,130</u></u>	<u><u>1,398,411</u></u>	<u>92%</u>	<u><u>1,566,900</u></u>	<u><u>1,437,475</u></u>	<u>92%</u>



November 4, 2022

Amy Hochkammer - President of the Birmingham Board of Education  
31301 Evergreen Rd.  
Beverly Hills, MI 48025

Ms. Hochkammer,

I am in receipt of your letter of October 24, 2022, in which you expressed "profound disappointment" that the City of Birmingham (City) has declined to provide the Birmingham Public Schools (BPS) with a full time school resource officer (SRO). In the letter, you also state that the Board of Education does not believe that the current part-time SRO program is an "acceptable arrangement" at a cost of \$82,400.00 per year. The letter I sent to Superintendent Roberson expressed the City's position on the issue of a full time SRO and provided BPS with direction on how BPS and the City could proceed if BPS desired the City's police department to play a larger role in providing for the safety and security of staff and students. Included in this discussion would be the following:

1. Formalizing a memorandum of understanding (MOU) to address the current SRO arrangement.
2. Addressing working with the newly selected security vendor/security director to assist with on-site security for BPS and community based safety and security.
3. Creating a process that would allow for proper planning, historical perspective, financial accountability, operational analysis and public input moving forward on the topic of a full time SRO.
4. Discussing the new School Resource Officer Grant Program for Fiscal Year 2023 (State of Michigan Grant Program)

In your letter, you spoke of how the shooting at Oxford High School last year brought home the issue of safety and security and it has become a top concern for many parents and students in the State of Michigan. I would submit to you that school safety and security have been a top priority for the law enforcement profession for years and that the law enforcement community, including the Birmingham Police Department, have school safety and security policies and protocols in place to prevent and address these tragic incidents to the extent that they can. Our police department, along with all of the other law enforcement agencies in Oakland County, train jointly on active shooter response (ASR) and other mass causality incidents. Furthermore, our police department does its best to ensure that our officers are trained and equipped in the best practices for ASR response and continually update policies and procedures to provide the most effective response. The police department was the one who approached BPS with adopting the ALICE program for responding to ASR incidents. The police department has made ASR response a priority for not just BPS, but also for the community in general. This includes government buildings, religious institutions, private



schools and businesses. The involvement of the police department in providing for the safety and security of all students, both public and private, is a very high priority.

In the BPS Security Assessment Report (SAR) (March 22, 2022), there were twenty-four (24) "common findings" of security concerns that were identified by the author that they felt should be addressed by BPS. There were an additional thirty (30) security concerns that were specific to individual schools within the City that included: (5) for Seaholm, (8) for Derby, (8) for Pierce and (9) for Quarton. While your letter addressed the recommendation that BPS pursue a full time SRO, the City would appreciate it if BPS could provide a written update on how the fifty-three (53) other security concerns were addressed for the school buildings located within the City. As it relates to the current SRO arrangement between BPS and the City and the Village of Beverly Hills, the SAR wrote, "the amount of money being paid for this minimum level of SRO coverage does not seem sufficient given hours and role." The author of the SAR wrote this without contacting either the City's police department or the Village of Beverly Hills Public Safety Department to discuss how either agency operates their respective SRO program or how both agencies work with BPS as detailed in my previous letter. How can the author of the SAR come to the conclusion that the service is inadequate without reaching out to the service provider for an explanation of services and policies?

The SAR also recommended that BPS "request a full time SRO or request a significant decrease in cost." This would allow the district to reallocate funds to hiring security professionals that would provide a consistent expertise to the schools." The author of the SAR also recommended that the "district consider hiring all Safe Ed security personnel" (a private security personnel company) rather than having a mix of BPS staff and private security personnel working together because of potential union and liability issues. However, BPS has chosen to hire a security director and several other on-staff security members. It would appear that BPS did not share the author of the SAR's position. In both examples, it certainly appears that the author of the SAR believed private security firms are the preferred method of operation and in the City's opinion inherently self-serving to the private security industry.

Finally, your letter indicated that the Village of Beverly Hills Public Safety Department provides Groves High School with "a full time SRO for the entirety of our current school year at approximately the same amount that we currently pay the City of Birmingham." I would suggest to you that this is not the case. Given employee shortages, increasing demands on staffing and other police/fire obligations and demands on their agency, you will find upon examination that the Beverly Hills Department of Public Safety SRO spends approximately the same amount of time at Groves as the Birmingham SRO spends at Seaholm. As has been previously explained to BPS in the past, full time SRO's can, and should be, a topic of conversation moving forward in the manner previously outlined.

The City values its relationship with BPS. Providing for the health, safety and welfare of a community is the basic premise of government. It is important that local government entities work collaboratively to achieve goals that are in the best interest of our community members. I would like to invite you to meet with myself, our Mayor, Ms. Therese Longe and our Chief of Police, Mark Clemence to address several issues that the City and BPS have in common in order to refine those issues for a public





discussion. The Birmingham City Commission would be happy to host you, Dr. Roberson and any other BPS official in a public forum. The topics of discussion should include the following:

1. BPS's full time school resource officer request
2. The NEXT lease for our senior citizens
3. BPS's financial position after the BPS announcement that the projected deficit for BPS was off by several million dollars.

Let us know what times and dates will work for you: 1) to meet with me, Mayor Longe, Police Chief Clemence and 2) which of the following Commission meetings November 28, December 5 or 19 would fit your schedule. November 14 already includes a full agenda, Commission workshop, and a Commission organizational meeting.

I look forward to hearing from you.

Sincerely,

Thomas M. Markus - City Manager

Note: In your letter of October 24, 2022 you note that the BPS "Board of Education does not believe this is an acceptable arrangement." Could you provide the date and time at which this discussion occurred at the Board of Education meeting so that I can observe or at least listen to the conversation?

CC: Birmingham City Commission  
City of Birmingham Department Heads  
Superintendent Dr. Embekka Roberson

# Board of Education



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

October 24, 2022

Mr. Thomas M. Markus, City Manager  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48012-3001

Dear Mr. Markus,

I am writing to you on behalf of the Birmingham Public Schools (BPS) Board of Education to express our profound disappointment that the City of Birmingham has declined to provide BPS with a full time School Resource Officer (SRO). While the City does provide us with a part time SRO for 10 months of service, for which we paid \$82,400 last year of that officer's salary, the Board of Education does not believe this is an acceptable arrangement.

After the tragic mass shooting at Oxford High School last year, school safety and security became a top concern for many parents and students in the state of Michigan, including within BPS. After that horrible event, several families within our community did not send their children to school for days and expressed their concern about BPS's existing security and asked how school security could be enhanced to make both children and parents feel safer. At that time, BPS conducted a Security Audit with Secure Education Consultants (SEC). The final security audit report provided several recommendations for ways to improve our school safety. One of the top recommendations was to have full-time SROs at both high schools within the district.

As referenced in your September 21<sup>st</sup> letter to Dr. Roberson, Beverly Hills Police Department provides Groves High School with a full time SRO for the entirety of our current school year at approximately the same amount that we currently pay the City of Birmingham. It's curious that Beverly Hills, a smaller municipality with a lower property tax rate, can provide this service to BPS and the City of Birmingham is not able to do the same. We appreciate your sensitivity to finances, however BPS's original request originated prior to March of 2022. Our interim Deputy Superintendent, Debbie Hubbell, met with Chief Clemence regarding a full time SRO shortly after the incident in Oxford. In addition, most school districts in Oakland County have full time SROs in their high schools and some even have them in their middle schools. The majority of districts pay for this service, but some municipalities cover the cost out of their own budget. SROs provide districts with familiarity, stability and a feeling of safety that cannot be replaced by private security firms.

*In partnership with parents and the community, Birmingham Public Schools will provide educational excellence that empowers students to cultivate their individual brilliance and positively impact their world.*

**INFORMATION ONLY**

The Birmingham Board of Education asks that you reconsider your decision regarding SRO housed at Seaholm High School. I would be happy to discuss this with you and Dr. Roberson, or if you prefer, I can attend your November 14<sup>th</sup> Board meeting and address the commission during the public comment section of your meeting.

Sincerely,

Amy Hochkammer  
President, Birmingham Board of Education

*In partnership with parents and the community, Birmingham Public Schools will provide educational excellence that empowers students to cultivate their individual brilliance and positively impact their world.*

**INFORMATION ONLY**



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.

*151 Martin Street • P.O. Box 3001 • Birmingham, MI 48012-3001 (248)  
530-1800 • Fax (248) 530-1080 • [www.bhamgov.org](http://www.bhamgov.org)*

**INFORMATION ONLY**

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

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530-1800 • Fax (248) 530-1080 • [www.bhamgov.org](http://www.bhamgov.org)*

**INFORMATION ONLY**



**Tuesday, October 25, 2022**  
**BOARD OF EDUCATION Regular Meeting - 7:00 p.m.**

**BOARD OF EDUCATION**

**7:00 p.m. at the Birmingham Public Schools, Education and Administration Center, 31301 Evergreen Rd., Beverly Hills, MI 48025**

**PUBLIC COMMENT EXISTING STANDARDS**

**Because the Birmingham Board of Education values public meetings, not just meetings in public, we welcome public comment on school issues. Most comments can be concisely stated in 3 minutes and the Board respectfully asks that comments remain focused on the topic or issue and not on specific personnel. Public comments will be accepted in-person during the meeting.**

**How to View**

**Our community can watch the live BPS Board of Education regular meetings by visiting <https://www.youtube.com/user/BirminghamPS> or going directly to YouTube.com and searching for BirminghamPS.**

**The American with Disabilities Act: If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting or hearing, please contact Joan Crampton at [jcrampton@birmingham.k12.mi.us](mailto:jcrampton@birmingham.k12.mi.us) at least one week prior to the meeting or as soon as possible.**

## **1. MEETING OPENING**

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**Subject**                      **A. Mission Statement Reading**

Meeting                      Oct 25, 2022 - BOARD OF EDUCATION Regular Meeting - 7:00 p.m.

Category                      1. MEETING OPENING

Type                              Procedural

**Subject**                      **B. Welcome**

Meeting                      Oct 25, 2022 - BOARD OF EDUCATION Regular Meeting - 7:00 p.m.

Category                      1. MEETING OPENING

Type                              Procedural

**Subject**                      **C. Roll Call**

Meeting                      Oct 25, 2022 - BOARD OF EDUCATION Regular Meeting - 7:00 p.m.

Category                      1. MEETING OPENING

Type                              Procedural

## **2. RECOGNITIONS**

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**Subject**                      **A. Kellie Bahri, Children's Book Author**

Meeting                      Oct 25, 2022 - BOARD OF EDUCATION Regular Meeting - 7:00 p.m.

Category                      2. RECOGNITIONS

Type                              Recognition

Congratulations to Kellie Bahri, Harlan Elementary School's Instructional Specialist, for publishing her marvelous children's book, [Little School House in the Woods](#).

**INFORMATION ONLY**

<b>Subject</b>	<b>A. Resolution 30 - Designation for Depositories</b>
Meeting	Oct 25, 2022 - BOARD OF EDUCATION Regular Meeting - 7:00 p.m.
Category	9. BUSINESS SERVICES REPORTS
Type	Action
Recommended Action	<p>BE IT FURTHER MOVED, THAT The Board Treasurer be hereby authorized to open such accounts under such captions as may be necessary or desirable; and</p> <p>BE IT FURTHER MOVED, THAT Effective July 1, 2022, any and all funds credited to such accounts with the depositories may be paid out or withdrawn upon checks drawn against the respective accounts when signed by the Superintendent, Dr. Embekka Roberson.</p> <p>In the absence of the Superintendent, the lines of authority in decision making and signing will be as follows and the Superintendent informed: Dr. Maria Gisting, Interim Assistant Superintendent for Finance &amp; Operations</p> <p>and cosigned by one of the following: Josephine Petitta, Finance Manager or Aurel Malutan, Assistant Finance Manager</p> <p>whose signatures shall be duly certified to the depositories, and the depositories hereby are authorized to honor and pay any and all checks so signed, without inquiry as to the circumstances of issue or the disposition of the proceeds thereof.</p>

## File Attachments

[9.A. Resolution 30 - Designation of Depositories.pdf \(11 KB\)](#)

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**10. OTHER REPORTS**

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**11. CALENDAR**

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<b>Subject</b>	<b>A. 2022-2023 Calendar</b>
Meeting	Oct 25, 2022 - BOARD OF EDUCATION Regular Meeting - 7:00 p.m.
Category	11. CALENDAR
Type	Information

## File Attachments

[2022-23 District calendar-\(Final Aug 2\) District Version\\_.pdf \(555 KB\)](#)

<b>Subject</b>	<b>B. 2022-2023 Marking Period Schedule</b>
Meeting	Oct 25, 2022 - BOARD OF EDUCATION Regular Meeting - 7:00 p.m.
Category	11. CALENDAR
Type	Information

## File Attachments

[11.B. 2022-2023 Marking Schedule-vF\\_10.10.22.pdf \(141 KB\)](#)

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**12. CONVENE INTO CLOSED SESSION**

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<b>Subject</b>	<b>A. 31. Motion to Convene in Closed Session</b>
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Meeting	Oct 25, 2022 - BOARD OF EDUCATION Regular Meeting - 7:00 p.m.
Category	12. CONVENE INTO CLOSED SESSION
Type	Action
Recommended Action	BE IT THEREFORE RESOLVED that, as permitted in the Michigan Open Meetings Act, Public Act 268, Section 8(c), the Birmingham Board of Education shall go into closed session to discuss negotiations and Section 8(k) to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. [MCL 15.268(1) (k).]

### **13. ANNOUNCEMENTS**

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### **14. ADJOURNMENT**

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***The Oakland County Youth Assistance Coordinating Council  
invites you to the  
Annual Meeting and Sponsor Appreciation Breakfast***

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***Friday, December 2, 2022***

*7:00 a.m. Registration*

*7:15 a.m. Breakfast*

*7:30-9:00 a.m. Program*

***The Village Club***

*190 East Long Lake Road  
Bloomfield Hills, MI 48304*

*(See Map on Back)*

***Please RSVP at 248-858-0051  
or e-mail to [OCYA@oakgov.com](mailto:OCYA@oakgov.com)  
by Wednesday, November 23, 2022***

*\$25.00 payable at the door  
(checks may be made payable to OCYACC)*

*Greetings*

**Honorable Mary Ellen T. Brennan**

*Oakland County Circuit Court - Family Division*

*Keynote Address*

**Karen D. McDonald**

*Oakland County Prosecutor*

*Help Us Honor the  
2022 Champion of Youth*



**KRIS MILLER**



**INFORMATION ONLY**

CITY CLERK  
CITY OF BIRMINGHAM  
P.O. BOX 3001, 151 MARTIN STREET  
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE  
OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
DTE ELECTRIC COMPANY  
CASE NO. U-21259**

- DTE Electric Company requests Michigan Public Service Commission approval to implement a power supply cost recovery plan for the twelve months ending December 31, 2023.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: [michigan.gov/mpscdockets](http://michigan.gov/mpscdockets).
- A pre-hearing will be held:

**DATE/TIME:** Wednesday, November 30, 2022 at 9:30 AM

**BEFORE:** Administrative Law Judge Sally Wallace

**LOCATION:** Video/Teleconferencing

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) September 30, 2022 application requesting the Commission to: 1) grant DTE Electric authority to implement its Power Supply Cost Recovery (PSCR) plan in its rate schedules for 2023 jurisdictional sales of electricity that are subject to the PSCR clause; 2) continue to approve the use of mercury sorbents, urea, ammonia, limestone, NOx allowance expense, and SO2 allowance expense as recoverable PSCR costs for the 2023 PSCR year and thereafter; 3) approve DTE Electric's five-year forecast and associated actions and decisions; 4) approve the implementation of DTE Electric's proposed PSCR plan and maximum PSCR factor in its rates for 2023 jurisdictional sales of electricity that are subject to the PSCR clause, and otherwise expedite approval of DTE Electric's request for a levelized 2023 maximum PSCR Factor of 19.17 mills per kWh in customers' bills for the period January 1, 2023 through

**INFORMATION ONLY**

December 31, 2023; 5) approve DTE Electric's plans and associated actions addressing capacity resources and related expenses; 6) approve the transfer price treatment of renewable energy in DTE Electric's PSCR process as proposed; 7) approve DTE Electric's request for recovery of all transportation, storage and gas supply expenses that are associated with NEXUS and the TEAL Amendment, as well as with DTE Electric's agreements and policies associated with supplying fuel to Blue Water Energy Center (BWEC); 8) determine that DTE Electric's forward purchase strategy associated with the BWEC is reasonable and prudent and approve all related expenses; 9) approve DTE Electric's request for recovery of the PSCR expense associated with the Voluntary Green Pricing Program, Rider 18 energy-outflow, and DR customer capacity expenses, as proposed; and 10) grant DTE Electric such further additional relief and authority as is deemed necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by November 23, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Jon P. Christinidis, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21259**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, and R 792.10401 through R 792.10448.



October 18, 2022

Ms. Alexandria Bingham, Clerk  
City of Birmingham  
151 Martin St.  
Birmingham, MI 48012-3001

Dear Ms. Bingham:

We recently made changes to our government affairs organization to continue to effectively serve our customers and maintain strong relationships with the communities we serve.

I am writing to introduce myself as your new Comcast government affairs liaison. In that role, I will be your key contact for government and regulatory matters.

I look forward to working with you and helping to ensure that Birmingham and Comcast have an amicable and productive relationship, built on the understanding that our primary concern is excellent service for Comcast customers in your community.

My phone number is 248-924-4917 and my e-mail address is Eric\_Woody@comcast.com.

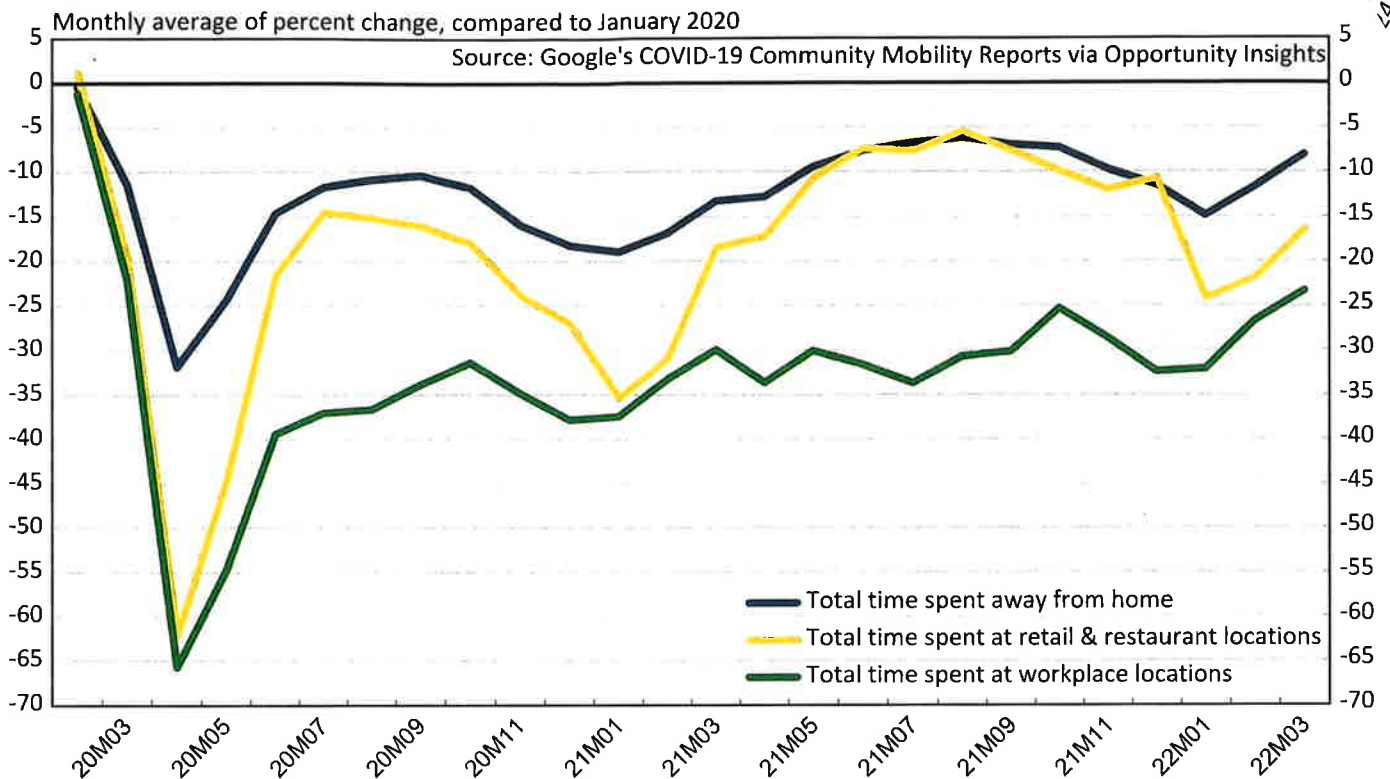
Sincerely,

Eric Woody  
Manager, Government and Regulatory Affairs  
Comcast, Heartland Region  
41112 Concept Dr.  
Plymouth, MI 48170

INFORMATION ONLY

Figure 1

## Time Use Patterns in Oakland County



- Figure 1 gives a sense of how Oakland County is and is not returning to pre-pandemic patterns through the lens of Google's COVID-19 Community Mobility Report. The report estimates the amount of time spent at various locations outside the home as measured by cell phone GPS data and is provided by the Opportunity Insights project.
- Total time spent away from the home in Oakland County decreased by 32 percent from January to April 2020. Trips to retail and restaurant locations and to workplaces fell even more sharply, by 62 percent and 66 percent respectively.
- Time spent at stores and restaurants over the past two years has waned and waxed with the weather and the prevalence of COVID-19. (These data are not seasonally adjusted.) The shortfall in time spent at stores and restaurants relative to the pre-pandemic level averaged 9 percent in the second half of 2021. The shortfall spiked to 24 percent this January, with a partial recovery to roughly 16 percent in March.
- Judging from the previous cycles, we are optimistic that, with the decline in the Omicron wave of the COVID-19 pandemic, time spent at Oakland County's stores and restaurants will rebound sharply in the months ahead.
- After a partial recovery in mid-2020, time spent at Oakland County workplaces has inched up slowly, and it has not fluctuated as noticeably with pandemic caseloads as time spent at stores and restaurants.
- Time spent at Oakland County workplaces averaged 31 percent lower than the pre-pandemic level in 2021, but it has recovered to a shortfall of only 23 percent in March 2022.
- We expect a further pick-up in time spent at workplaces over the next few months as return-to-office plans begin to materialize. Still, we expect the shortfall in time spent at workplaces to be very persistent, if not permanent. Some surveys indicate that more than 20 percent of all work hours nationally may be performed remotely even after the pandemic is well behind us.
- Total time spent outside the home in Oakland County averaged 11 percent below its pre-pandemic level in 2021. It fell to 15 percent below the pre-pandemic level in January before returning to an 8 percent shortfall in March.
- We will be monitoring this data closely to get a better sense of how Oakland County's economy is evolving in the months ahead. We expect a widespread return to many of the activities that were disrupted during the pandemic.