

**BIRMINGHAM CITY COMMISSION AGENDA**  
**NOVEMBER 28, 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**

- 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.

**APPOINTMENTS**

A. Appointment to the Board of Review

- Jill Stress
- Kathleen Devereaux

To appoint \_\_\_\_\_ to the Board of Review as a regular member to serve a three-year term to expire December 31, 2025.

To appoint \_\_\_\_\_ to the Board of Review as a regular member to serve a three-year term to expire December 31, 2025.

To appoint \_\_\_\_\_ to the Board of Review as an alternate member to serve a three-year term to expire December 31, 2025.

B. Appointment of the Alternate Hearing Officer

- Rackeline Hoff

To appoint \_\_\_\_\_ as the Alternate Hearing Officer to serve the remainder of a three-year term to expire June 30, 2024.

C. Appointment to the Birmingham Shopping District Board

- Beth Hussey

Motion to concur with the City Manager's appointment of Beth Hussey, who is a business representative, to the Birmingham Shopping District Board to serve the remainder of a 4-year term expiring November 16, 2026.

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

## V. CONSENT AGENDA

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

- A. Resolution to approve the City Commission workshop meeting minutes of November 14, 2022.
- B. Resolution to approve the City Commission meeting minutes of November 14, 2022.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated November 16, 2022, in the amount of \$1,454,990.90.
- D. Resolution to approve the Oakland County Designated Assessor Interlocal Agreement.
- E. Resolution authorizing Birmingham to apply for a grant from the Michigan Spark Grants Program, and further, directing the City Clerk to sign the resolution.
- F. Resolution to approve a 2-year agreement with Superior Scape, Inc. for landscape bed maintenance services in the amount not to exceed \$129,868.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in the following accounts: Parks Other Contractual Services, 101.0-751.000-811.0000, Property Maintenance Other Contractual Services, 101.0-441.003-811.0000, and Major Streets Contract Maintenance, 202.0-449.003-937.0400.
- G. Resolution to discontinue the use of vehicle parking sensors and not replace them with an updated model at this time.
- H. Resolution to approve professional service for design and construction engineering with Nowak and Fraus Engineers as specified in their proposal, for the project at Lincoln Hill Golf Course Tee No. 1 in an amount not to exceed of \$54,740.00, further charge this service to account number 584.1-753.001-981.0100, and further appropriate and amend the 2022-2023 Lincoln Hills Golf Course Fund budget as follows:
- |   |                        |          |
|---|------------------------|----------|
| <u>Revenues:</u>                          |                        |          |
| Draw from Net Position                    | 584.1-000.000-400.0000 | \$54,740 |
| <u>Expenses:</u>                          |                        |          |
| Recreation & Culture - Public Improvement | 584.1-753.001-981.0100 | \$54,700 |
- I. Resolution to approve a special event permit as requested by the Chabad Jewish Center of Bloomfield Hills to hold the 2022 Shain Park Menorah Lighting & Celebration on Tuesday, December 20, 2022, and to display the Menorah in Shain Park from December 8, 2022 to January 4, 2023, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event.

## VI. UNFINISHED BUSINESS

None

## **VII. NEW BUSINESS**

- A. Public Hearing to amend Chapter 86 (Signs), Article 1, Table B to permit projecting signs to be located no higher than the sign band and no less than 8 ft. above grade
  - 1. Motion adopting an ordinance to amend Chapter 86 (Signs), Article 1, Table B to add language to permit projecting signs to be located no higher than the sign band and no less than 8 ft. above grade.
- B. 2023 Initial Bistro Screening
  - 1. Resolution to direct the bistro application for Birmingham Sushi to the Planning Board for a Special Land Use Permit, Final Site Plan and Design Review.  
OR  
To take no action on any bistro application at this time.
- C. Resolution to approve the recommended changes to the purchasing guidelines.
- D. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.
- E. Commission discussion on items from a prior meeting
  - 1. Rental Rights - Commissioner Host

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

## **IX. COMMUNICATIONS**

- A. Fairway Drive Sidewalks

## **X. REPORTS**

- A. Commissioner Reports
  - 1. Mayor Pro Tem McLain – Civility Day 2022
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
  - 1. City Manager's Report

INFORMATION ONLY

## **XI. ADJOURN**

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

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

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





## **NOTICE OF INTENTION TO APPOINT TO BOARD OF REVIEW**

The City Commission intends to appoint two (2) regular members to serve three-year terms to expire December 31, 2025 and an alternate member to serve a three-year term to expire December 31, 2025. Applicants must be property owners and electors of the City of Birmingham.

The Board of Review, consisting of two panels of three local citizens who must be property owners and electors, is appointed by the City Commission for three-year terms. Although a general knowledge of the City is very helpful, more important are good judgment and the ability to listen carefully to all sides of an issue before making a decision. Approximately three weeks in March are scheduled for taxpayers to protest their assessments and one day each in July and December for correcting clerical errors and mutual mistakes of fact. Two training sessions in February are also required.

Interested citizens may submit an application available at the Clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 28, 2022. These documents will appear in the public agenda for the regular meeting at which time the City Commission will interview applicants and may make nominations and vote on appointments.

Board members are paid \$110 per diem.

### Applicant(s) Presented For City Commission Consideration:

<b>Applicant Name</b>	<b>Criteria</b>	<b>/Qualifications</b>
	Must be property owners and electors of the City of Birmingham	Applicants must be property owners and electors (registered voters) of the City of Birmingham.
Jill Stress	Property Owner and Elector of Birmingham	Current Board of Review regular member
Kathleen Devereaux	Property Owner and Elector of Birmingham	Current Board of Review regular member

*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.*

### **SUGGESTED RESOLUTION:**

To appoint\_\_\_\_\_ to the Board of Review as a regular member to serve a three-year term to expire December 31, 2025.

To appoint\_\_\_\_\_ to the Board of Review as a regular member to serve a three-year term to expire December 31, 2025.

To appoint\_\_\_\_\_ to the Board of Review as an alternate member to serve a three-year term to expire December 31, 2025.



## BOARD OF REVIEW

City Charter – Chapter III, Section 14

Terms: Three Years

Members: Members must be property owners and electors of the City of Birmingham

Appointed by the City Commission

The Board of Review hear appeals from property owners regarding their assessments. Approximately three weeks in March are scheduled for taxpayers to protest their assessments and one day each in July and December for correcting clerical errors and mutual mistakes of fact. Two training sessions in February are also required.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Devereaux</b> 1019 Rivenoak	<b>Kathleen</b>	(248) 840-5310  <i>kddevereaux@wowway.com</i>	2/22/2016	12/31/2022
<b>Di Placido</b> 726 Lakeside Dr.	<b>Guy</b>	(248) 644-1708	1/10/1994	12/31/2023
<b>Katrib</b> 1832 East Lincoln	<b>Elicia</b>	(248) 379-3577  <i>e.katrib@gmail.com</i>	2/22/2016	12/31/2023
<b>Loafman</b> 580 Oakland Ave	<b>Thomas</b>	(248)840-6678  <i>thosloafman@gmail.com</i>	11/22/2021	12/31/2024
<b>Rose</b> 1011 Clark	<b>Cynthia</b>	(248) 752-2667  <i>crose@cbwm.com</i>	3/2/2009	12/31/2024

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Rosenberg</b> 1590 E. Maple	<b>Harvey</b>	(313) 510-0190  <i>harvey48301@yahoo.com</i>	2/13/2017  alternate	12/31/2022
<b>Stress</b> 784 Westchester Way	<b>Jill</b>	(586) 246-6700  <i>jill.stress@yahoo.com</i>	2/13/2017	12/31/2022
<b>VACANT</b>			alternate	12/31/2023

## ***CITY BOARD/COMMITTEE ATTENDANCE RECORD***

**Board/Committee:**     **Board of Review**

**Year:**     **2022**

<b>MEMBER NAME</b>	<b>3/8</b>	<b>3/14</b>	<b>3/15</b>	<b>3/17</b>	<b>3/18</b>	<b>7/19</b>							<b>Total Mtgs. Att.</b>	<b>Total Absent</b>	<b>Perce nt Attend</b>
<b>REGULAR MEMBERS</b>															
DEVEREAUX, KATHLEEN	P	P	P	P	P	A							5	1	83%
DIPLACIDO, GUY	P	P	P	P	P	P							6	0	100%
LOAFMAN, THOMAS	P	P	P	P	P	A							5	1	83%
KATRIB, ELICIA	P	P	P	P	P	A							5	1	83%
STRESS, JILL	P	P	P	P	P	P							6	0	100%
ROSE, CYNTHIA	P	P	P	P	P	P							6	0	100%
Reserved															
Reserved															
<b>ALTERNATES</b>															
ROSENBERG, HARVEY	P	A	A	A	A	A							1	4	20%
VACANT													0	0	#DIV/0!
Reserved															
Reserved															
Members in attendance	7	6	6	6	6	3	0								

**KEY: A = Absent**  
**P = Present**  
**NM = No Meeting**  
**na = not appointed at that time**

\_\_\_\_\_  
**Department Head Signature**



## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: **Board of Review**

Year: **2021**

MEMBER NAME	3/2	3/8	3/9	3/11	3/12	3/15	7/20	12/14						Total Mtgs. Att.	Total Absent	Percent Attend
<b>REGULAR MEMBERS</b>																
DEVEREAUX, KATHLEEN	P	P	P	P	P	P	A	A						6	2	75%
DIPLACIDO, GUY	P	P	P	P	P	P	P	A						7	1	88%
FEISTE, LELAND	A	A	A	A	A	A	A	A						0	8	0%
KATRIB, ELICIA	P	P	P	P	P	P	A	A						6	2	75%
RICHEY, LESTER	P	P	P	P	P	P	A	A						6	2	75%
ROSE, CYNTHIA	P	P	P	P	P	P	P	P						8	0	100%
Reserved																
Reserved																
<b>ALTERNATES</b>																
ROSENBERG, HARVEY	A	A	A	A	A	A	A	P						1	7	13%
STRESS, JILL	P	P	A	P	P	P	P	P						7	1	88%
Reserved																
Reserved																
Members in attendance	6	6	5	6	6	6	3	3								

**KEY:** A = Absent  
P = Present  
NM = No Meeting  
na = not appointed at that time

  
\_\_\_\_\_  
**Department Head Signature**

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: **Board of Review**

Year: **2020**

MEMBER NAME	2/11	3/3	3/9	3/10	3/12	3/13	7/21	12/15						Total Mtgs. Att.	Total Absent	Percent Attend
<b>REGULAR MEMBERS</b>																
DEVEREAUX, KATHLEEN	P	P	P	A	P	P	A	P						6	2	75%
DIPLACIDO, GUY	P	P	P	P	P	P	P	A						7	1	88%
FEISTE, LELAND	P	P	P	P	P	P	A	A						6	2	75%
KATRIB, ELICIA	P	P	P	P	P	P	A	A						6	2	75%
RICHEY, LESTER	P	P	P	A	P	P	A	A						5	3	63%
ROSE, CYNTHIA	P	P	P	A	P	P	P	A						6	2	75%
Reserved																
Reserved																
<b>ALTERNATES</b>																
ROSENBERG, HARVEY	P	P	P	A	P	P	P	A						6		
STRESS, JILL	P	P	P	A	P	A	A	P						5	3	63%
Reserved																
Reserved																
Members in attendance	8	8	8	3	8	7	3	2								

**KEY:** A = Absent  
P = Present  
NM = No Meeting  
na = not appointed at that time

  
\_\_\_\_\_  
Department Head Signature



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

Submitted 10/5/22

## APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest \_\_\_\_\_

Specific Category/Vacancy on Board \_\_\_\_\_ (see back of this form for information)

Name \_\_\_\_\_

Phone \_\_\_\_\_

Residential Address \_\_\_\_\_

Email \* \_\_\_\_\_

Residential City, Zip \_\_\_\_\_

Length of Residence \_\_\_\_\_

Business Address \_\_\_\_\_

Occupation \_\_\_\_\_

Business City, Zip \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

List your related employment experience \_\_\_\_\_

\_\_\_\_\_

List your related community activities \_\_\_\_\_

\_\_\_\_\_

List your related educational experience \_\_\_\_\_

\_\_\_\_\_

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

Do you currently have a relative serving on the board/committee to which you have applied? \_\_\_\_\_

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

Jill Stress  
Signature of Applicant

\_\_\_\_\_  
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to [clerksoffice@bhamgov.org](mailto:clerksoffice@bhamgov.org) or by fax to 248.530.1080.

Updated 3/24/2021

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



## APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Board of Review

Specific Category/Vacancy on Board Regular Member term expiring 12/31/25 (see back of this form for information)

Name Kathleen Devereaux Phone 2488405310

Residential Address 1019 Rivenoak Email \* kddevereaux@wowway.com

Residential City, Zip Birmingham Length of Residence 43 years

Business Address \_\_\_\_\_ Occupation writer

Business City, Zip \_\_\_\_\_

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

Serving on the Board for almost 6 years, I have gone from a rookie member to one who can call on my own as well as my team members' expertise, to make a contribution. My research background has helped me to study issues that come before US.

List your related employment experience Former attorney whose practice included real estate matters and administrative appeals.

List your related community activities Attend city meetings. Contribute comments to master plan. Nextdoor lead.

List your related educational experience Law school, plus many BOR training sessions. I study MTT opinions to familiarize myself with controversies that might arise.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: \_\_\_\_\_

No

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

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

Kathleen Devereaux Digitally signed by Kathleen Devereaux  
Date: 2022.11.20 19:20:31 -05'00'

Signature of Applicant

Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to [clerksoffice@bhamgov.org](mailto:clerksoffice@bhamgov.org) or by fax to 248.530.1080. Updated 3/24/2021

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

## Section 14. - [Board of review.]

Three qualified freeholders and electors of the City of Birmingham, other than members of the city commission shall constitute the board of review of the city in relation to assessments made for general taxation purposes, whether under the provisions of this Charter or the general laws of the state. The three electors and freeholders shall be appointed by the city commission for initial terms of one, two and three years, respectively, and thereafter for terms of three years each. The city assessor shall serve as a nonvoting advisory member and as clerk of the board of review. The members of the board of review shall receive such compensation as shall be fixed by the city commission.

(Amend. of 4-6-64)



### **NOTICE OF INTENTION TO APPOINT ALTERNATE HEARING OFFICER**

At the regular meeting of Monday, November 28, 2022, the Birmingham City Commission intends to appoint the alternate hearing officer to serve the remainder of a three-year term to expire June 30, 2024. The Hearing Officer shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to the fee collection ordinances (section 1-17).

The hearing officer and alternate shall be residents of the City of Birmingham who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties in accordance with provisions of the applicable code. The hearing officer and the alternate hearing office shall serve without compensation.

The hearing officer or alternate shall schedule periodic meetings for hearings as needed.

Interested citizens may submit an application available at the City Clerk's office on or before noon on Wednesday, November 23, 2022. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointment.

#### Applicant(s) Presented For City Commission Consideration:

<b>Applicant Name</b>	<b>Criteria</b>	<b>Qualifications</b>
	Shall be a resident of the City of Birmingham	Shall have administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.
Rackeline Hoff	Resident of Birmingham	Past City Commissioner, was a mediator at the 48 <sup>th</sup> District Court

*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.*

#### **SUGGESTED ACTION:**

To appoint \_\_\_\_\_ as the Alternate Hearing Officer to serve a three-year term to expire June 30, 2024.



# HEARING OFFICER

Ordinance #2178, Adopted March 28, 2016

Term: 3 years

Appointed by the city commission

Qualifications: The hearing officer and alternate shall be residents of Birmingham who have legal, administrative, or other desirable qualifications that will aid him/her in the performance of their duties. The hearing officer and alternate shall serve without compensation and shall not be elected officials or persons appointed to elective office.

Duties: The hearing officer shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to any of the fee collection ordinances of the code of the City of Birmingham that specifically relate to: returned check fees by real property owners (section 1-15), the removal of debris from a private property upon a public street, alley, sidewalk, or other public place or right-of-way (section 50-27), false alarms (section 74-31), snow removal (section 98-68), sidewalk repair fees (section 98-62), cross connection inspections (section 114-5), and weed cutting (section 118-68). The alternate hearing officer shall be responsible for hearing disputes in the absence of the hearing officer.

Last Name	First Name	Home Business		
Home Address		E-Mail	Appointed	Term Expires
Lyng	Larry	(248) 346-1533	2/28/2022	6/30/2025
644 Bird		<i><a href="mailto:larry.lyng@sbcglobal.net">larry.lyng@sbcglobal.net</a></i>		
Vacant			Alternate	6/30/2024



<b>OFFICE USE ONLY</b>	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Will Attend	<input checked="" type="radio"/> Will Attend <input type="radio"/> Unable to Attend

## APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest ALTERNATE HEARING OFFICER

Specific Category/Vacancy on Board \_\_\_\_\_ (see back of this form for information)

Name RACHELINE HOFF

Phone 248-219-5514

Residential Address 941 ARDEN LANE

Email \* rachyhoff@hotmail.com

Residential City, Zip BIRMINGHAM 48009

Length of Residence 45 YRS

Business Address \_\_\_\_\_

Occupation RETIRED

Business City, Zip \_\_\_\_\_

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

AFTER 20 YRS. ON THE BIRMINGHAM CITY COMMISSION, I WANT TO CONTINUE TO BE INVOLVED IN THE CITY. THIS POSITION WOULD UTILIZE MY KNOWLEDGE OF B'HAM CODES AND ORDINANCES, AS WELL AS MY SKILLS AS A MEDIATOR,

List your related employment experience \_\_\_\_\_

MEDIATOR AT 48<sup>TH</sup> DISTRICT COURT AND OAKLAND MEDIATION CENTER

List your related community activities HAVE SERVED ON SEVERAL CITY BOARDS AND COMMITTEES, AS WELL AS 20 YRS. ON CITY COMMISSION AND

3 YRS. AS MAYOR OF B'HAM

List your related educational experience B.A., MICHIGAN STATE UNIV.

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

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

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

Rachelin J. Hoff  
Signature of Applicant

10/24/22  
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to [clerksoffice@bhamgov.org](mailto:clerksoffice@bhamgov.org) or by fax to 248.530.1080.

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updated 11/17/2021

Sec. 1-17. - Hearing officer for disputed fees.

(a) *Hearing officer.*

- (1) The city commission shall appoint a hearing officer, who shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to any of the fee collection ordinances of the Code of the city that specifically relate to: returned check fees by real property owners (section 1-15), the removal of debris from a private property upon a public street, alley, sidewalk, or other public place or right-of-way (section 50-27), false alarms (section 74-31), snow removal (section 98-68), sidewalk repair fees (section 98-62), cross connection inspections (section 114-5), and weed cutting (section 118-68).

The city commission shall also appoint an alternate hearing officer who shall be responsible for hearing such disputes in the hearing officer's absence.

- (2) The hearing officer shall be appointed for a three-year term. The initial alternate hearing officer shall be appointed for a two-year term. Terms shall begin on July 1, 2004 and shall expire on June 30 of the respective years. Thereafter, terms shall be three years so that both terms do not expire on the same year. The hearing officer and alternate shall serve at the will of the commission. The hearing officer and alternate shall hold office until their successors are appointed. The city commission shall fill a vacancy by an appointment only.
- (3) The hearing officer and alternate shall be residents of the city who have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the hearing officer.
  - a. The hearing officer and alternate shall serve without compensation, and shall not be elected officials, or persons appointed to elective office.
  - b. The hearing officer and alternate shall establish such procedures as deemed necessary or appropriate to perform the functions as set forth in this section.

- (b) *Functions of the hearing officer.* When there is a question or a dispute as to the applicability of any invoice received by a property owner or resident of the city pursuant to any of the fee collection ordinances of this Code, as described in subsection 1-17(a)(1), to a particular situation, that question or dispute shall be directed to the hearing officer. It shall then be the function of the hearing officer to conduct a hearing and make a determination, as applicable.

The actual invoice shall notify the property owner or resident of his or her right to dispute all or any part of the bill as established in this section.

- (1) Hearings. The hearing officer shall follow the following hearing procedure:
  - a. The hearing officer shall, upon receiving notice from the debtor that they are requesting a hearing within the time frames established by the appropriate fee collection ordinance,

- arrange for a mutually convenient date to hear the dispute.
- b. Any person requesting an appearance before the hearing officer to dispute a permissible invoice may request one extension that may be granted by the hearing officer only under extreme circumstances.
  - c. All hearings at which any person shall be requested to appear shall be subject to the Open Meetings Act.
  - d. All findings, including a finding of extreme circumstances of the hearing officer shall be published in permanent form and communicated to the city treasurer and other appropriate city staff, the debtor, and the city commission, subject to the requirements of the Open Meetings Act.
- (2) The hearing officer shall determine as follows:
- a. Determine whether there has been a violation by the debtor of one or more of the ordinances set forth in subsection (a)(1) of this section.
  - b. Determine whether the city has performed the work prescribed in the ordinances set forth in subsection (a)(1) of this section for which the debtor has been invoiced.
  - c. Determine whether the debtor was invoiced the proper amount for the work actually performed by the city.
  - d. Determine whether the fees should be waived due to the existence of "extreme circumstances". By way of example, "extreme circumstances" may include, but are not limited to, the following examples: an unexpected death of a member of the household or a member of the households' family resulting in all members of the household becoming unavailable to perform the obligation of the ordinances set forth in subsection (a)(1) of this section; a sudden illness or injury resulting in all members of the household becoming unavailable to perform the obligation of the ordinances set forth in subsection (a)(1) of this section; natural disasters declared by federal, state or local authorities resulting in circumstances rendering performance of the obligations of the ordinances set forth in subsection (a)(1) of this section impracticable or in direct contradiction of said declaration; emergencies declared by federal, state or local authorities resulting in circumstances rendering performance of the obligations of the ordinances set forth in subsection (a)(1) of this section impracticable or in direct contradiction of said declaration; and, police, fire or other local circumstances, when authorized by the police chief, fire chief or the city manager or his designee resulting in circumstances rendering performance of the obligations of the ordinances set forth in subsection (a)(1) of this section impracticable or in direct contradiction of said authorization.

(Ord. No. 2178, 3-28-16)

**Editor's note—** Prior to the reenactment of section 1-17 by Ord. No. 2178, adopted March 28, 2016, Ord. No. 2077, adopted January 23, 2012, repealed the former section 1-17 in its entirety, which pertained to hearing officer for disputed fees and derived from Ord. No. 1823, § 1, adopted April 19, 2004, and Ord. No. 1970, adopted September 8, 2008.





## MEMORANDUM

City Manager's Office

**DATE:** November 28, 2022

**TO:** City Commission

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

**SUBJECT:** Notice of intention to appoint a member to the Birmingham Shopping District Board of Directors

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### INTRODUCTION:

The Birmingham Shopping District Board has two vacant positions with terms ending November 16, 2026. With the concurrence of the Commission, the City Manager intends to appoint Beth Hussey to the BSD Board for the remainder of a four-year term, expiring November 16, 2026.

### BACKGROUND:

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

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

Beth Hussey submitted an application for the position on November 18, 2022. Ms. Hussey is the owner of Birmingham's Hazel and Ravines and therefore fulfills the criteria of being a business representative in the principal shopping district.

After the confirmation of this appointment there will be one remaining vacancy on the Birmingham Shopping District board. The Clerk's office will accept applications for this position until filled.

### LEGAL REVIEW:

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

### FISCAL IMPACT:

This item has no fiscal impact.

**PUBLIC COMMUNICATIONS:**

The board openings are publicized in the City Manager's report, the Around Town e-newsletter, and on the Boards and Commissions webpage.

**SUMMARY:**

The City Commission is being asked to concur with the City Managers recommendation to appoint Beth Hussey to the Birmingham Shopping District as a business representative to serve the remainder of a 4-year term expiring November 16, 2026.

**ATTACHMENTS:**

- Birmingham Shopping District Board Roster
- Beth Hussey's Application
- Birmingham Shopping District Ordinance

**SUGGESTED COMMISSION ACTION:**

To make a motion to concur with the City Manager's appointment of Beth Hussey, who is a business representative, to the Birmingham Shopping District Board to serve the remainder of a 4-year term expiring November 16, 2026.



# BIRMINGHAM SHOPPING DISTRICT BOARD

Ordinance 1534 - Adopted September 14, 1992

The Board shall consist of 12 members as follows:

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

## 4-Year Terms

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Astrein</b>	<b>Richard</b>	(248) 399-4228 (248) 644-1651 <i>richard@astreins.com</i>	11/16/1992	11/16/2025
13125 Ludlow Huntington Woods	48070		Business Nominated with Interest in Property Located in District	
<b>Eid</b>	<b>Samy</b>	(248) 840-8127 <i>samyeid@mac.com</i>	11/14/2016	11/16/2025
2051 Villa, Apt. 303 Birmingham	48009		Business Nominated with Interest in Property Located in District	
588 S. Old Woodward Birmingham	48009			
<b>Fehan</b>	<b>Douglas</b>	(248)705-3000 <i>godug@aol.com</i>		Director Emeritus

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Kay</b>	<b>Zachary</b>		7/9/2018	11/16/2023
		(248) 220-4999	Business Representative	
		<i>zak@shopfoundobjects.com</i>		
168 South Old Woodward Birmingham	48009			
<b>Lipari</b>	<b>Sarvy</b>	(248) 321-8895	5/10/2021	11/16/2024
359 Ferndale Birmingham	48009	<i>srilipari@gmail.com</i>	District Resident	
<b>Markus</b>	<b>Tom</b>	(248) 530-1809	City Manager	
151 Martin Birmingham	48009	<i>Tmarkus@bhamgov.org</i>		
<b>McKenzie</b>	<b>Michael</b>	(312) 785-4906	11/23/2020	11/16/2023
2123 Windemere Birmingham	48009	<i>mike_mckenzie@mac.com</i>	Resident from Adjacent neighborhood	
<b>Pohlod</b>	<b>Amy</b>	(248) 219-5042	7/25/2016	11/16/2026
1360 Edgewood Birmingham	48009	<i>amypohlod@hotmail.com</i>	Business Nominated with Interest in Property Located in District	
912 South Old Woodward Birmingham	48009			

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
<b>Quintal</b> 880 Ivy Lane Bloomfield Hills 112 Peabody St Birmingham	<b>Steven</b> 48304 48009	248-642-0024  <i>steve@fullercentralpark.com</i>	12/8/2003 Member greater than 5% total sq ft in SAD 1	11/16/2023
<b>Roberts</b> 410 Whippers in Court Bloomfield Hills 273 Pierce Birmingham	<b>William</b> 48304 48009	(248) 463-8606 (248) 646-6395 <i>BR@RobertsRestaurantGroup.com</i>	11/10/1997 Business Representative	11/16/2025
<b>Surnow</b>  320 Martin, Ste. 100 Birmingham	<b>Sam</b>  48009	(248) 877-4000 (248) 865-3000 <i>sam@surnow.com</i>	11/23/2015 Business Nominated with Interest in Property Located in District	11/16/2023
<b>Vacant</b>				11/16/2026 Business Representative
<b>Vacant</b>				11/16/2026 Business Representative



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

## APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Birmingham Shopping District

Specific Category/Vacancy on Board Restaurant Owner (see back of this form for information)

Name Beth Hussey

Phone (248) 765-0237

Residential Address 3422 Chickering Lane

Email \* beth@eatathazels.com

Residential City, Zip Bloomfield Hills MI 48302

Length of Residence 8 Years

Business Address 24977 Woodward Ave, Suite 100

Occupation Restaurant Owner

Business City, Zip Birmingham, MI 48009

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

As a restaurant owner, with strong leadership qualities and business savvy, I will enhance the BSD board with my creativity and dedication to making Birmingham an enriching place to shop, dine and do business.

List your related employment experience I have been in the restaurant business for over 30 years. I have owned three concepts that have been a vital part of the community(s) in Ferndale and Birmingham.

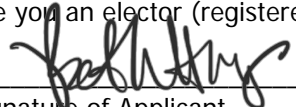
List your related community activities I currently serve on the BSD Events Committee, and the Committee for the Vine & Dine Event for the BBCC. I am the Founder of The Great Decorate.

List your related educational experience I have attended some college, but do not have a degree. I have taken many business related courses and workshops.

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

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

Are you an elector (registered voter) in the City of Birmingham? No

  
Signature of Applicant

November 6, 2022  
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to [clerk@bhamgov.org](mailto:clerk@bhamgov.org) or fax to 248.530.1080.

Updated 11/18/2020

**36**  
\*By providing your email to the City, you agree to receive emails & notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.

## BIRMINGHAM CODE OF ORDINANCES – CHAPTER 82

### DIVISION 2. - SHOPPING DISTRICT BOARD

#### Sec. 82-91. - Created.

A shopping district board is hereby created and shall exercise its powers within the boundaries of the principal shopping districts established by the city commission.

(Code 1963, § 1.801; Ord. No. 1541, § 1.801, 11-23-92)

#### Sec. 82-92. - Composition; appointment.

- (a) The shopping district board shall consist of 12 members. One member shall be the city manager, one shall be a resident of an area designated as a principal shopping district, and one shall be a resident of an adjacent residential area. A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district. The remaining members shall be representatives of businesses located in the district.
- (b) The board shall be appointed by the city manager with the concurrence of the city commission. However, if all the following requirements are met, a business may appoint a member of the board, which member shall be counted toward the majority of members required to be nominees of businesses located within a principal shopping district:
  - (1) The business is located within a principal shopping district.
  - (2) The business is located within a special assessment district established by the city commission to defray all or a portion of the costs of the board's activities under this article.
  - (3) The special assessment district is divided into special assessment rate zones reflecting varying levels of special benefits.
  - (4) The business is located in the special assessment rate zone with the highest special assessment rates.
  - (5) The square footage of the business is greater than five percent of the total square footage of businesses in the special assessment rate zone.

If a member is appointed by a business meeting the requirements of this section at a time all 12 positions on the board are filled, the city commission shall, by resolution, remove one or more members of the board in order that its membership not exceed 12 in number.

(Code 1963, § 1.801; Ord. No. 1541, § 1.801, 11-23-92)

#### Sec. 82-93. - Terms.

Of the members first appointed to the shopping district board, an equal number of the members, as near as practicable, shall be appointed for one-year, two-year, three-year and four-year terms. A member shall hold office until the member's successor is appointed. Thereafter, each member shall serve for a term of four years. An appointment to fill a vacancy shall be made by the city manager, with the concurrence of the city commission, for the unexpired term only.

(Code 1963, § 1.802; Ord. No. 1534, § 1.802, 9-14-92)

Sec. 82-94. - Organization and compensation.

The shopping district board shall, from its appointed members, elect a chairperson who shall be the presiding officer of the board, and a vice-chairperson, who shall serve in the absence of the chairperson. A secretary, who shall keep and maintain proceedings of the board, shall be appointed by the board. The secretary need not be a member of the board. The officers shall each serve for one year and until their successors have been elected by the board. Members shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

(Code 1963, § 1.803; Ord. No. 1534, § 1.803, 9-14-92)

Sec. 82-95. - Meetings and quorum.

The shopping district board shall hold at least one regular public meeting each month at such time and place as may be established by the board. Public notice of the time, date and place of all meetings shall be given in the manner required by the Open Meetings Act (MCL 15.261, MSA 4.1800(11) et seq.). Special meetings may be called by the secretary at the written request of the chairperson or any three members of the board on at least two days' notice. A quorum for the transaction of business at regular and special meetings shall be a majority of the current members of the board.

(Code 1963, § 1.804; Ord. No. 1534, § 1.804, 9-14-92)

Sec. 82-96. - Records and budget.

The shopping district board shall keep minutes of its meetings and records of all expenses incurred by it in the performance of its duties. The board shall prepare and submit annually for approval of the city commission a budget for its activities for the ensuing fiscal year. The budget shall be prepared in the manner and contain the information required of municipal departments.

(Code 1963, § 1.805; Ord. No. 1534, § 1.805, 9-14-92)

Sec. 82-97. - Goal and powers.

- (a) The goal of the shopping district board shall be to promote economic activity in the principal shopping districts of the city by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities. In furtherance of its goal, the board may recommend to the city commission that the city undertake one or more of the following in a principal shopping district:
- (1) Open, widen, extend, realign, pave, maintain or otherwise improve highways and construct, reconstruct, maintain or relocate pedestrian walkways.
  - (2) Prohibit or regulate vehicular traffic where necessary to carry out the purposes of a development or redevelopment project.
  - (3) Regulate or prohibit vehicular parking on highways.
  - (4) Acquire, own, maintain or operate off-street parking lots or structures.
  - (5) Contract for the operation or maintenance by others of city off-street parking lots or structures, or appoint agents for the operation or maintenance of those lots or structures.
  - (6) Construct, maintain and operate malls with bus stops, information centers and other buildings that will serve the public interest.



- (7) Acquire by purchase, gift or condemnation, and own, maintain, or operate real or personal property necessary to implement the goals of the board.
- (8) Provide for the maintenance, security and operation of a district.
- (b) The board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the city commission from the financing methods specified in this article.

(Code 1963, § 1.806; Ord. No. 1534, § 1.806, 9-14-92)

**Birmingham City Commission  
Special Meeting Minutes - Workshop  
Monday, November 14, 2022  
6:45 p.m.**

**Vimeo Link: <https://vimeo.com/763641377>**

**Workshop Session**

**This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to participate in a discussion regarding the 48th District Court.**

**I. Call to Order**

Therese Longe, Mayor

**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, Assistant City Manager Ecker, City Attorney Kucharek

**III. Presentation & Discussion**

ACM Ecker presented the topic and Staff answered brief informational questions from the Commission.

The City Attorney reminded those present that information about the Court's funding can be found in recent Commission agenda packets.

In reply to Commissioner Baller, ACM Ecker explained this workshop was intended as a status update for the Commission.

**IV. Public Comment**

Mark Barron, resident of Birmingham and judge at the Court, shared his perspectives on the Court's funding and said he would be happy to speak about this issue with anyone from the City.

**V. Adjourn**

Mayor Longe adjourned the meeting at 7:30 p.m.

Alexandria Bingham  
City Clerk



Laura Eichenhorn  
City Transcriptionist

**Birmingham City Commission Minutes**

**DRAFT November 14, 2022**

**Municipal Building, 151 Martin**

**7:30 p.m.**

**Vimeo Link: <https://vimeo.com/763641377>**

**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/Commissioner Boutros (changed at Item 11-279-22)  
Commissioner/Mayor Pro Tem McLain (changed at Item 11-279-22)  
Commissioner Baller  
Commissioner Haig  
Commissioner Host  
Commissioner Schafer

Absent: None

Staff: City Manager Markus; City Clerk Bingham, Investigative Captain Cook, Assistant City Manager Ecker, Assistant to the City Manager Fairbairn, City Attorney Kucharek, Human Resources Manager Lambert

**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**

**11-277-22 Election of Temporary Chair of City Commission for purposes of conducting the Mayor and Mayor Pro Tem election.**

**MOTION:** Nomination by Commissioner McLain:  
To appoint Commissioner Schafer as temporary Chair of City Commission for purposes of conducting the Mayor and Mayor Pro Tem election.

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

Nays, None

### **11-278-22 Election of the Mayor**

Commissioner Baller commented on his nomination of Mayor Longe to serve a second term as Mayor.

**MOTION:** Nomination by Commissioner Baller:  
To elect Mayor Longe to serve as Mayor.

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

Nays, Commissioner Host

### **11-279-22 Election of the Mayor Pro Tem**

Mayor Longe commented on her nomination of Commissioner McLain to serve as Mayor Pro Tem.

**MOTION:** Nomination by Mayor Longe:  
To elect Commissioner McLain to serve as Mayor Pro Tem.

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

Nays, None

Commissioner Haig thanked Commissioner Boutros for the mentorship he showed to new Commissioners over the past year.

Commissioner Boutros said the offer of assistance remained available.

The City Clerk administered the Oath of Office to the Mayor and Mayor Pro Tem.

The Mayor acknowledged Staff and community support, described the City's accomplishments in the past year, and outlined the City's priorities for the coming year.

Commissioner Boutros congratulated Mayor Longe on her reappointment and thanked her for her work.

The Mayor Pro Tem said she was delighted by her appointment. She emphasized the importance of civility in public discourse, and encouraged members of the public to reach out to City officials and City Staff with ideas and comments.

It was noted that, per ordinance, Mayor Longe would continue to serve on the Retirement Board and the Retirees Health Care Fund Committee, and MPT McClain would also serve on the Retirement Board.

**11-280-22                      Appointment of Commissioner Baller to the Triangle District Corridor Improvement Authority**

**MOTION:**      Motion by Mayor Longe:  
To confirm the Mayor's appointment of Commissioner Baller to the Triangle District Corridor Improvement Authority.

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

Nays,    None

**11-281-22                      Appointment of Commissioner Schafer to SEMCOG as Delegate**

**MOTION:**      Nomination by Mayor Longe:  
To appoint Commissioner Schafer to SEMCOG as Delegate.

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

Nays,    None

**11-282-22                      Appointment of Commissioner Haig to SEMCOG as Alternate**

**MOTION:** Nomination by Mayor Longe:  
To appoint Commissioner Schafer to SEMCOG as Alternate.

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

Nays, None

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

**V. CONSENT AGENDA**

**11-283-22 Consent Agenda**

**MOTION:** Motion by Commissioner Boutros, Commissioner Haig:  
To approve the Consent Agenda.

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

Nays, None

- 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 Sourcwell 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**

### **11-284-22 Public Hearing of Confirmation of the Roll for BSD Assessment District**

The Mayor opened the public hearing.

FD Gerber presented the item.

Seeing no questions from the public, the Mayor closed the public hearing.

Seeing no questions from the Commission, the Mayor entertained a motion.

**MOTION:** Motion by Commissioner Boutros, Commissioner Schafer:  
To move the proposed resolution as written on page four of New Business - Public Hearing - A.

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

Nays, None

The Mayor thanked the members of the BSD in attendance.

### **11-285-22 Amendment to City Code Charter, Chapter VI. Contracts**

CA Kucharek presented the item. She advised the Commission that a public hearing was not required because the proposed change was not a zoning ordinance.

**MOTION:** Motion by Commissioner Baller, Commissioner Boutros:  
To adopt 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.

In reply to Commissioner Haig, CM Markus stated there would be limits for certain actions below \$75,000, such as soliciting quotes. He explained if the City sets a limit for quotes, the City Manager's report could be populated with that information.

Commissioner Baller said he would support some kind of notification for purchases that are above a certain dollar amount, while still being below \$75,000.

CM Markus that recommendation could be integrated into the City's upcoming new draft purchasing policy.

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

Nays, None

**11-286-22                    Lease of Public Property Adjacent to 35001 and 35075 Woodward**

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

Commissioner Host commended the City Manager and the City Attorney for their work on this item.

Public Comment

David Hart, attorney for H3, provided background information from his client's perspective on the development of the proposed tri-party lease. He noted the City advised him that the proposed lease was non-negotiable, and that he was provided with updates to the lease that seemed to stem from negotiations between Select and the City. He stated that there were some items of concern in the lease, including the possibility that Select Commercial Assets Hospitality (Select) could give notice and end H3's interest in the property. He said it was of concern that Select was under no obligation to complete its project. He said that language in the proposed lease provided no benefit to the City, and said he believed the language in the lease could be modified to address that concern. He said that a number of different versions of the proposed lease were provided to the parties and provided in the evening's agenda packet. He asked the Commission to allow for a tri-party discussion on the terms of the lease.

Commissioner Baller noted that CA Kucharek said a general consideration of the proposed lease's terms would allow the City to terminate the lease if Select did not complete the project. He asked Mr. Hart what specific activation he would like to see for the long-term aspect of the lease with Select.

Mr. Hart stated site plan approval, permitting, financing, and proof that the project would move forward would serve as adequate reason to activate the long-term aspect of the lease. He said a timeframe would also be appropriate.

Commissioner Baller said it was his impression that Select would not require outside financing, but said representatives from Select could clarify that.

In reply to Commissioner Haig, Mr. Hart said it was his understanding that one of the partners of Select questioned whether the other partner of Select had the authority to enter into this lease. He noted that there were a number of other scenarios that could not be predicted about how this process would progress without a requirement that Select build the project.

CA Kucharek drew attention to Sections 2.01 through 2.03 of the proposed lease. She noted that while the City could lease the property to Select, that would not prevent H3 and Select from making some agreement to allow H3 use of the property until construction commences. CA Kucharek explained the language of the two previously proposed leases, which were negotiated and agreed to by the parties, were included in the presently proposed lease. She explained that was why the City did not negotiate the language of the presently proposed lease. She noted that the activation of the long-term lease with Select would only occur at construction, which would require all appropriate permitting, approvals, and permission from the City's Building Department. She noted that the tri-party lease would allow the City to use its property as it deems appropriate.

CM Markus noted that this project, more generally, has been a matter of contention between H3 and Select for years, and said that the negotiations being requested by Mr. Hart would be unlikely to yield different results.

In reply to Commissioner Boutros, Mr. Hart said he would like language added to the lease that would require that construction would go to completion in a reasonable period of time. He noted that installation of a fence around the property would signal commencement of construction and result in the transfer of the lease to Select. He contended that then, if the construction does not continue at a reasonable pace, H3 could go out of business since it would no longer have use of that property.

Kelly Cobb, owner of H3, said he called Hesham Gayar, one of the partners of Select, three times to discuss the proposed lease. He said the existence of a number of different versions of the proposed lease made the present conversation procedurally inappropriate. He said it was also unreasonable that he was advised that the proposed lease was non-negotiable when Select had been able to make modifications to the language. He noted he was only given about five hours to review the final language of the proposed lease before being expected to sign it, which he also characterized as unreasonable. He said the Staff memorandum regarding the matter left out context regarding the fact that he did not sign the lease.

James Porritt, minority partner of Select, said there was no vote among the partners of Select to approve the signing of the proposed lease. He noted that a unanimous vote on a lease was required by Select's operating agreement. Mr. Porritt said H3 had been very co-operative, and that there would be an opportunity for an amicable resolution. He said the proposed lease, as contemplated, would likely lead to litigation. He noted that Select had the right to file a lawsuit to clarify the title issues, which it has chosen not to do. He said the proposed tri-party lease would arm one party and not the other. He recommended the City only enter into a lease that was negotiated between all three parties. He said the other available solution was a confidential one between H3 and Select.

In reply to the Mayor, CA Kucharek said Mr. Porritt's description of the requirements of Select's operating agreement did not align with the actual language of Select's operating agreement. Consequently, she advised that a simple reading of Select's operating agreement would not prevent the City from entering into the proposed lease, and that it was reasonable to believe that Dr. Gayar had the authority to act on behalf of Select.

Robert Weisberg, attorney for Select, stated that Select has met the City's requirements and requests for developing this property. He noted that the changes made to the proposed lease represented technical changes that made no substantive difference to either party. He said that the lease included language he was concerned about, such as requiring all necessary approvals, but chose not to ask the City to modify it. He noted that language could conceivably continue H3's lease with the City indefinitely if the City did not approve some aspect of the project. He said the project would be better for the overall interests of the

City with the lease in place, and that should be the Commission's focus. Mr. Weisberg then concurred with CA Kucharek that the operating agreement for Select did not give Mr. Porritt the rights he described. Mr. Weisberg then described what he viewed as Mr. Porritt's conflicts-of-interest regarding the matter.

Dr. Gayar explained, in his view, both Messrs. Porritt's and Cobb's conflicts-of-interest regarding the matter. He said he plans to complete the project and live in it, and that concerns that he would not continue with the project were unfounded. In reply to Commissioner Baller's previous question, Dr. Gayar stated that he paid in cash for the property. He advocated that the Commission allow the property to be developed, and said he believed he and Mr. Cobb could come to amicable relations if that occurred.

In reply to the Mayor, Dr. Gayar stated he anticipated two years from the beginning of construction to the end. He noted that it was in his interest to complete the project expeditiously.

Mr. Porritt replied to some of Mr. Weisberg's comments. He reiterated his concern that the presently proposed tri-party lease would arm Select over H3.

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

Commissioner Host recommended that H3 be given until November 28, 2022 to sign the tri-party lease, and that if the lease was not signed the City should not allow the use of the relevant property.

Commissioner Baller suggested that H3 be given a few days to sign the tri-party lease, with the Commission extending permission to CM Markus and CA Kucharek to make whatever changes to the lease might be necessary before that time. He said Dr. Gayar had a right to develop his property, and that his use of the City's land as part of the development made sense.

Commissioner Haig said he was partially supportive of not allowing the property in question to be used by either Select or H3 presently.

Commissioner Schafer said she did not support any resolution that allowed the property in question to be used by either Select or H3 presently. She noted that while the private agreement between Select and H3 was not the Commission's purview, protection of the City's interests was the Commission's purview. She said that while Select has met the City's zoning and Planning requirements, it has not met the Commission's request that the matter with H3 be resolved.

Commissioner Boutros emphasized that his focus was the City's interests generally, and the best use of the City's land in this case. He said the best use of the land in question would be by Select, given the project proposal and the property's prominent location in the City.

**MOTION:** Motion by Commissioner Boutros, Commissioner Baller:

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, as signed by all parties by Friday, November 18, 2022 at 12:00 noon, in addition, to authorize the Mayor and City Clerk to sign the lease on behalf of the City.

If all parties do not sign the tri-party agreement by noon on 11/18/2022, then the Commission has adopted a resolution to approve the Ground Lease between the City of Birmingham and Select Commercial Assets Hospitality, LLC. for the leasing of City property located at 35075 Woodward Avenue, Birmingham, Michigan 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.

MPT McLain stated the Commission was responsible for the City's interests, and that the issues arising between Select and H3 remained between them. She stated that both Select and H3 had an opportunity to make the situation right.

Commissioner Host said he did not support the City leasing the property in question to either party.

Commissioner Schafer concurred, and said a creative use for the property in question could be sought.

CM Markus provided perspective on the process.

Commissioner Haig explained he did not want to favor either party, and wanted to do what was best for the City. He said supporting the tri-party lease seemed to be the best option.

The Mayor said she was disappointed that Select and H3 did not return to the Commission having resolved their issues between themselves.

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

**11-287-22                    Motion to Extend Meeting**

**MOTION:**                    Motion by Commissioner Boutros, Commissioner Haig:  
To take a two-minute recess and then to extend the meeting to 10:30 p.m.

VOICE VOTE:                Ayes,   MPT McLain  
   Commissioner Boutros  
   Commissioner Haig  
   Mayor Longe  
   Commissioner Baller  
   Commissioner Schafer  
   Commissioner Host  
  
                                 Nays,   None

**11-289-22                    Consideration of Potential Sanctions Stemming From Board of Ethics  
   Advisory Opinion 2022-01**

CA Kucharek presented the item.

Commissioner Baller said he believed that sanctions were reasonable and required in the situation. He said the Samuel Oh's transgression of the Ethics Ordinance was magnified by somewhat self-serving actions and a difficulty listening to the facts of the matter.

A majority of the Commission concurred.

Commissioner Haig said a formal notification of reprimand and an offer of additional Ethics education was appropriate. He said a removal was not appropriate presently because it could be too harsh of a message for volunteers. He said the Commission should acknowledge there are expectations that must be met. He recommended that the City also consider implementing additional mandatory Ethics training for its volunteers.

It was noted that the Ethics Board has an online recording discussing the Ethics ordinance. Staff said they would circulate the recording to all serving board and committee members and would encourage them to watch it.

Commissioner Baller said he was in favor of removal, given Mr. Oh's difficulty integrating information from Staff that ran contrary to Mr. Oh's beliefs. He emphasized that Mr. Oh seemed to exhibit a 'reckless disregard for the truth', which should prevent him from continued service on the Triangle District Corridor Improvement Authority (TDCIA).

Commissioner Boutros concurred with Commissioner Baller. He explained removal would make it clear that volunteers have to be prepared to perform their duties appropriately.

Commissioner Host said he felt that Mr. Oh's concerns were dispelled at the meeting where the Commission reviewed the second draft of the Master Plan.

The Mayor disagreed with Commissioner Host, saying that Mr. Oh's comments during the Ethics meeting indicated that his concerns persisted after the meeting referenced by Commissioner Host.

MPT McLain noted that this Advisory Opinion was meant to be preventative and not punitive. She noted this was Mr. Oh's first contact with the Ethics Board. She said it was important to send a measured message about the consequences of putting forth inaccuracies, intentionally self-serving information, or information otherwise detrimental to the public's trust in government. She noted that Mr. Oh expressed some remorse during the Ethics meeting. She said that officials should all be held to the same standard. She recommended that the message be sent in writing, and that the end of the letter should explain that if other incidents occur the next action would be a due process consideration of suspension.

Commissioner Schafer concurred.

The Mayor also noted that the Ethics Board's findings stemmed from a request for an Advisory Opinion and not a complaint.

CA Kucharek informed the Commission that Mr. Oh received notice that this matter would be before the Commission.

In reply to the Mayor, CA Kucharek said she could not answer whether Mr. Oh's continued service on the TDCIA could pose an issue for the City. She noted that the Commission could advise Mr. Oh that if his public presentation of erroneous information continued, the next action would be a due process

consideration of suspension.

CM Markus said he would not weigh in on the matter since he sought the request for the Advisory Opinion.

MPT McLain said she witnessed Mr. Oh speak heatedly to Commissioner Baller about this matter after the meeting referenced by Commissioner Host. She then read the final paragraph of Advisory Opinion 2022-01 into the record.

**11-288-22                      Motion to Extend Meeting**

**MOTION:**                      Motion by Commissioner Host, MPT McLain:  
To extend the meeting to 11:00 p.m.

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

Nays,    None

**11-289-22                      (Cont'd) Consideration of Potential Sanctions Stemming From Board of Ethics Advisory Opinion 2022-01**

The Mayor said that while she agreed removal could be appropriate, she said she was also concerned that proceeding immediately to removal could have a chilling effect on volunteers in the community and could seem heavy-handed. She said she was comfortable with a performance-based letter that would require Mr. Oh to affirm he would cease a reckless disregard for the truth, would cease voicing that opinion, would watch the Ethics training video, and that if he did not do those things then he would be making a decision to proceed with the imposition of a removal hearing.

The Mayor Pro Tem and Mayor said an additional condition in the letter should be that Mr. Oh not reference his position on the TDCIA in the course of communicating his personal opinion.

Commissioner Haig recommended that the letter explain Mr. Oh could choose to comply with the sanction, choose to resign, or the City could commence a due process hearing for removal.

The Commission concurred.

Commissioner Baller noted there are many volunteers in the City and that this case was an extreme outlier.

**MOTION:**                      Motion by Commissioner Baller, MPT McLain:  
To send a letter to Mr. Oh requiring that he cease misrepresenting facts, that he cease a reckless disregard for the truth, that he watch the City's Ethics video and affirms that he watched, understood, and had no further points of clarification, and that he agrees to do these things, resign, or be subject to a due process hearing for removal.

ROLL CALL VOTE:                      Ayes,    MPT McLain

Commissioner Boutros  
Commissioner Haig  
Mayor Longe  
Commissioner Baller  
Commissioner Schafer  
Commissioner Host

Nays, None

**11-290-22                      Strategic Goals**

AtCM Fairbairn presented the item.

**MOTION:**                      Motion by Commissioner Baller, Commissioner Haig:  
To adopt a resolution to approve the City's strategic goals and direct the City Manager to begin implementing the strategic goals.

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

Nays, None

The Mayor thanked AtCM Fairbairn for her work on the item.

**11-291-22                      Settlement Agreement and Contract Renewal with Birmingham Michigan Association of Police**

HRM Lambert presented the item.

**MOTION:**                      Motion by Commissioner Boutros, Commissioner Haig:  
To adopt 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.

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

Nays, None

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



**11-292-22**

**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**

IC Cook presented the item.

In reply to Commissioner Haig, IC Cook explained that Wayne State University was studying the program and would have more information about the program's results in the next year. He said quarterly reports about numbers of residents engaged via the CoRe program were also available.

Commissioner Baller noted that the grant application contained some information about metrics and outcomes.

The Mayor said one of the metrics to be tracked would be how many residents required only one intervention.

In reply to the Mayor Pro Tem, IC Cook said residents could call either call 911 in case of emergency or Police Dispatch directly at (248) 644-3405 with concerns about individuals in the City potentially facing mental health issues. He explained that officers would then attempt to triage the situation and provide the person with access to services.

Commissioner Boutros thanked IC Cook.

**MOTION:** Motion by Commissioner Boutros, Commissioner Host:  
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.

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

Nays, None

**Commission Items for Future Discussion**

In reply to Commissioner Host, CA Kucharek confirmed she had already been directed by CM Markus to research options for expanding renters' rights in the City.

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

**VIII. REMOVED FROM CONSENT AGENDA**

## **IX. COMMUNICATIONS**

- A. Leaf Blower Communication from Mr. Alan Rogers

## **X. 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

The Mayor invited the Mayor Pro Tem to provide information on the Civility Project to be included in the Commission's next agenda packet.

The Mayor congratulated Haley Stevens, Mallory McMorrow, Natalie Price, and Charlie Cavell on their reelections.

- 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

## **XI. ADJOURN**

Mayor Longe adjourned the meeting at 11:25 p.m.

Alexandria Bingham  
City Clerk



Laura Eichenhorn  
City Transcriptionist

**City of Birmingham**  
**Warrant List Dated 11/16/2022**

Meeting of 11/28/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
288997	*	005430	21ST CENTURY MEDIA- MICHIGAN	700.25
288998		003708	AIRGAS USA, LLC	284.36
288999	*	009393	AMANDA MCBRIDE	250.00
289000	*	TAXMISC	ANN ELIZABETH MILLER COHEN TRUST	3,336.58
289001		007033	APPLIED IMAGING	240.23
289002		009202	AQUARIUM DESIGN INC	240.00
289003		008988	ASTI ENVIRONMENTAL	1,045.00
289004	*	006759	AT&T	139.30
289005		000843	BAKER & TAYLOR BOOKS	82.57
289006		000408	BALDWIN PUBLIC LIBRARY	24.98
289007	*	008708	DAVID BARTLEY	75.00
289008	*	009383	BATTIE LAW PLLC	300.00
289009		008355	BIRMINGHAM PUBLIC SCHOOLS	42.50
289010		003526	BOUND TREE MEDICAL, LLC	271.56
289011	*	006953	JACQUELYN BRITO	17.95
289012		005717	BSB COMMUNICATIONS, INC.	253.75
289013	*	009420	JOSEPH BUNTING	8.75
289014		003907	CADILLAC ASPHALT, LLC	184.83
289015		007933	CARDNO, INC.	6,390.22
289016		009562	EGL	6,657.93
289017		MISC	CASPERS TRUCK EQUIPMENT	7,321.79
289018		008959	CASS COLLISION CLAWSON, INC	1,792.51
289019	*	000444	CDW GOVERNMENT INC	6,688.38
289020		000902	CENGAGE LEARNING INC	257.46
289021	*	TAXMISC	CHARLES K SESTOK III	6,921.36
289022	*	009122	CLAIRE CHUNG	291.50
289023		000605	CINTAS CORPORATION	164.06
289024		000605	CINTAS CORPORATION	26.60
289025	*	000605	CINTAS CORPORATION	126.90
289026		000605	CINTAS CORPORATION	401.64
289027	*	001086	RYAN KATZ	681.03
289028	*	001086	RYAN KATZ	50.18
289029	*	004188	COFFEE BREAK SERVICE, INC.	34.00
289030		009167	COL'S FAMILY RESTAURANT	280.55
289031	*	008955	COMCAST	182.32
289032		007774	COMCAST BUSINESS	273.85
289033		002167	CONTR. WELDING & FABRICATING INC	4,330.00
289034	*	007638	MARSHALL CRAWFORD	456.44
289035	*	009145	CREATIVE COLLABORATIONS	3,800.00
289036		MISC	CRIME PREVENTION ASSOC. OF MICHIGAN	30.00
289037		003923	CUMMINS BRIDGEWAY LLC	10,249.07
289038	*	TAXMISC	DAVID NELSON	32.71

**City of Birmingham**  
**Warrant List Dated 11/16/2022**

Meeting of 11/28/2022

Check Number	Early Release	Vendor #	Vendor	Amount
289039	*	006956	R.L. DEPPMANN COMPANY, INC	558.90
289040	*	007498	RONALD L. DIX	30.00
289041		001555	DIXON ENGINEERING INC	2,000.00
289042	*	000179	DTE ENERGY	52.90
289043	*	000179	DTE ENERGY	41.43
289044	*	004615	ENGLISH GARDENS	2,973.49
289045		004367	ENSEICOM, INC.	2,015.00
289046		001495	ETNA SUPPLY	750.00
289047	*	009345	RAY FAES	54.53
289048	*	MISC	GAIL CORCORAN	2.00
289049	*	004604	GORDON FOOD	343.47
289050	*	TAXMISC	GRC ASSETS LLC	450.00
289051		000249	GUARDIAN ALARM	244.04
289051	*	000249	GUARDIAN ALARM	2,901.72
289052	*	TAXMISC	GUSS PAPPAS & RANDALL P WHATELY	322.95
289053	*	001377	HAGOPIAN CLEANING SERVICES	772.00
289054	*	001956	HOME DEPOT CREDIT SERVICES	442.78
289055		009029	HORIZON COMMUNICATIONS CO. INC	2,188.00
289056	*	009563	HOWIES HOCKEY INC	84.18
289057	*	009401	IRENE S WASSEL	500.00
289058		000344	J.T. EXPRESS, LTD.	2,236.76
289059	*	TAXMISC	JEFFREY & FELICIA O'CONNOR	5,887.55
289060	*	TAXMISC	JEFFREY FARBER	15,427.25
289061	*	009559	JENETTE MAITZ	308.00
289062	*	009539	K AND Q LAW PC	500.00
289063	*	009238	KATHERINE ROSE COLLINS	192.00
289064	*	005350	KLM BIKE & FITNESS INC	79.99
289065		009524	KRAEMER DESIGN GROUP LLC	2,450.00
289066	*	000362	KROGER COMPANY	58.83
289067		003620	LANGUAGE LINE SERVICES INC	5.00
289068	*	MISC	LAURA WERRY	15.65
289069	*	009386	LAW OFFICE OF BRIAN P. FENECH	900.00
289070	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	300.00
289071		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
289072		000797	THE LIBRARY NETWORK	234.85
289073	*	TAXMISC	LISA A PAYNE REVOC TRUST	4,592.44
289074		001106	MAPERS	200.00
289075	*	MISC	MATT DEROUSSE	199.75
289076	*	MISC	MECHAM MECHANICAL SERVICES	5,749.32
289077	*	MISC	MICHAEL SIMON	117.00
289078		MISC	MICHIGAN AUTOMATIC SPRINKLERS	210.00
289079	*	MISC	MICHIGAN STATE POLICE	850.00
289080	*	006461	MID AMERICA RINK SERVICES	842.79

# City of Birmingham

## Warrant List Dated 11/16/2022

Meeting of 11/28/2022

Check Number	Early Release	Vendor #	Vendor	Amount
289081	*	MISC	MIDWEST RECREATION	84.36
289082		008319	MKSK INC	920.00
289083		007163	MOBILE HEALTH RESOURCES	2,730.26
289084		006723	NEWMIND GROUP, INC	1,574.10
289085	*	000919	OAKLAND COUNTY TREASURER	30.00
289086	*	000919	OAKLAND COUNTY TREASURER	30.00
289087		008657	OCBOA	1,050.00
289088	*	009478	ODP BUSINESS SOLUTIONS, LLC	1,336.17
289089		008669	OHM ADVISORS INC	239,077.00
289090	*	UBREFUND	PETER BARRY	150.68
289091	*	002852	QMI GROUP INC	98.84
289092	*	006130	RESCUE RESPONSE GEAR INC	1,160.21
289093	*	TAXMISC	ROTEM GILL	126.34
289094		MISC	SAFARILAND	211.88
289095	*	002806	SAM'S CLUB/SYNCHRONY BANK	1,315.03
289096	*	009009	SIGNATURE CLEANING LLC	2,375.00
289097	*	TAXMISC	STAR BUILDERS INC	1,134.40
289098	*	005079	STATE OF MICHIGAN	100.00
289099		006783	STATE OF MICHIGAN	30.00
289100	*	TAXMISC	STEPHEN & ANN TEMPLETON	16,015.14
289101	*	TAXMISC	SUPERIOR NATIONAL BANK	1,226.44
289102	*	001076	TAYLOR FREEZER OF MICH INC	325.00
289103	*	009384	THE EDITH BLAKNEY LAW FIRM, PLLC	600.00
289104	*	TAXMISC	THOMAS & CHRISTINA HUBBARD	1,898.03
289105	*	TAXMISC	TITLE ONE, INC	27.00
289106		008585	TODD WENZEL BUICK GMC	93,666.70
289107	*	004379	TURNER SANITATION, INC	313.60
289108		005806	ULINE	1,756.56
289108	*	005806	ULINE	427.34
289109		008941	UPTOWN MARKET OF BIRMINGHAM	140.24
289110	*	000293	VAN DYKE GAS CO.	252.81
289111	*	000158	VERIZON WIRELESS	742.33
289112	*	000158	VERIZON WIRELESS	308.16
289113	*	000158	VERIZON WIRELESS	151.45
289114		000299	WEINGARTZ SUPPLY CO.	236.93
289115		004512	WOLVERINE POWER SYSTEMS	480.00
289116	*	TAXMISC	ZACHARY SKLAR	6,932.76
SUBTOTAL PAPER CHECK				\$502,157.44

### ACH TRANSACTION

19	009126	AMAZON CAPITAL SERVICES INC	(19.99)
20	009126	AMAZON CAPITAL SERVICES INC	(39.98)
6441	009126	AMAZON CAPITAL SERVICES INC	(127.97)
6510	009126	AMAZON CAPITAL SERVICES INC	22.20

**City of Birmingham**  
**Warrant List Dated 11/16/2022**

Meeting of 11/28/2022

Check Number	Early Release	Vendor #	Vendor	Amount
6511		009126	AMAZON CAPITAL SERVICES INC	27.95
6512		009126	AMAZON CAPITAL SERVICES INC	59.99
6513		009126	AMAZON CAPITAL SERVICES INC	18.55
6514		009126	AMAZON CAPITAL SERVICES INC	134.82
6515		009126	AMAZON CAPITAL SERVICES INC	24.00
6516		009126	AMAZON CAPITAL SERVICES INC	79.99
6517		009126	AMAZON CAPITAL SERVICES INC	97.20
6518	*	009126	AMAZON CAPITAL SERVICES INC	23.94
6519		009126	AMAZON CAPITAL SERVICES INC	58.98
6520		009126	AMAZON CAPITAL SERVICES INC	46.02
6521		009126	AMAZON CAPITAL SERVICES INC	21.99
6522		009126	AMAZON CAPITAL SERVICES INC	26.78
6523		009126	AMAZON CAPITAL SERVICES INC	98.25
6524		009126	AMAZON CAPITAL SERVICES INC	14.95
6525		009126	AMAZON CAPITAL SERVICES INC	159.99
6526	*	009126	AMAZON CAPITAL SERVICES INC	76.05
6527	*	009126	AMAZON CAPITAL SERVICES INC	134.99
6528		003858	ADVANCED LIGHTING & SOUND INC	300.00
6529		009550	ALLIED BUILDING SERVICES OF DETROIT	1,945.37
6530	*	000517	BEIER HOWLETT P.C.	35,515.75
6531	*	000518	BELL EQUIPMENT COMPANY	288.41
6532	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	478.80
6533	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	60,616.20
6534	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	99.75
6535	*	008983	BRENNA SANDLES	274.00
6536		007875	CANFIELD EQUIPMENT SERVICE INC.	15,886.68
6537		001750	COMERICA BANK	1,151.92
6537		001750	COMERICA BANK	272,619.00
6538		003176	COMERICA BANK - RHC	1,070.67
6538		003176	COMERICA BANK - RHC	120,732.91
6539		002668	CONTRACTORS CLOTHING CO	45.07
6540		009181	DELTA TEMP SERVICES INC	930.41
6541	*	000565	DORNBOS SIGN & SAFETY INC	220.88
6542	*	007314	FLEIS AND VANDENBRINK ENG. INC	5,434.25
6543	*	000243	GRAINGER	236.00
6544		003938	HART PAVEMENT STRIPING CORP	87,210.00
6545	*	009390	IDUMESARO LAW FIRM, PLLC	300.00
6546	*	009249	JCC CREATIVE LLC	1,547.00
6547		009298	JCR SUPPLY INC	283.76
6548	*	003458	JOE'S AUTO PARTS, INC.	426.97
6549		004085	KONE INC	1,203.83
6549	*	004085	KONE INC	2,086.45
6550	*	009392	LAMB LEGAL CONSULTING SERVICES	600.00

**City of Birmingham**  
**Warrant List Dated 11/16/2022**

Meeting of 11/28/2022

Check Number	Early Release	Vendor #	Vendor	Amount
6551	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,750.00
6552	*	009398	MARCIA C ROSS PC	550.00
6553	*	009400	N.L. SMITHSON & ASSOCIATES PLLC	250.00
6554	*	001194	NELSON BROTHERS SEWER	245.00
6555	*	006359	NYE UNIFORM COMPANY	1,566.40
6556	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	110,359.82
6557	*	009395	ORLANDO LAW PRACTICE PC	550.00
6558	*	003554	RKA PETROLEUM	28,995.23
6559		009301	SECURE-CENTRIC INC	1,159.20
6560	*	003785	SIGNS-N-DESIGNS INC	1,320.00
6561	*	001097	SOCWA	177,132.88
6562		009526	TELLURIS ARCHITECTURE & URBAN PLANN	9,785.65
6563	*	000969	VIGILANTE SECURITY INC	220.50
6564		009128	WITMER PUBLIC SAFETY GROUP INC	2,756.00
6565	*	009379	YELLOW DOOR LAW	3,750.00
SUBTOTAL ACH TRANSACTION				\$952,833.46
GRAND TOTAL				\$1,454,990.90

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**

Finance Department

**DATE:** November 18, 2022

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

**FROM:** Mark Gerber, Finance Director/Treasurer

**SUBJECT:** Revised Oakland County Designated Assessor Interlocal Agreement

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### **INTRODUCTION:**

Public Act 660 of 2018 requires all Michigan counties to name a Designated Assessor for each respective county. The City signed an interlocal agreement with Oakland County in December 2020 naming a Designated Assessor. Due to changes in the Equalization Department, the County has revised the interlocal agreement to name Michael R Lohmeier as the new Designated Assessor. Oakland County has requested that the City sign the new agreement.

### **BACKGROUND:**

Public Act 660 requires all Michigan counties to name a Designated Assessor for each respective county. The main purpose of the Act and the Designated Assessor is to ensure all cities and townships are in substantial compliance with the General Property Tax Act. The Designated Assessor's purpose is to assist the State Tax Commission in the event a local city or township is not in compliance. This assistance will only take place after several reviews and corrections opportunities are given to the local city or township.

The County has approved Micael R Lohmeier, Equalization Officer for Oakland County, as the County's Designated Assessor. By approving the interlocal agreement, the City is agreeing to this designation and will work with Designated Assessor to correct any issues that are identified and provide the Designated Assessor with appropriate access to the City's records.

The City currently contracts with the County's Equalization Department for assessing services. This agreement does not change our current contract.

### **LEGAL REVIEW:**

The City Attorney has reviewed the agreement and approved it.

### **FISCAL IMPACT:**



No impact. If an audit of our assessing records indicate that there is substantial non-compliance, Oakland County as our assessor will correct them without charge.

**PUBLIC COMMUNICATIONS:**

No public communications necessary.

**SUMMARY:**

It is recommended to approve the interlocal agreement with Oakland County.

**ATTACHMENTS:**

- Oakland County Designated Assessor Interlocal Agreement
- Oakland County Board of Commissioners Resolution

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the Oakland County Designated Assessor Interlocal Agreement.

**INTERLOCAL AGREEMENT FOR OAKLAND COUNTY TO APPROVE  
THE DESIGNATED ASSESSOR FOR THE PERIOD January 1, 2023  
THROUGH December 31, 2027**

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. On December 29, 2020, Oakland County met this requirement, having a majority of the Assessing Districts in favor of the Equalization Officer serving as its Designated Assessor. On August 4, 2022, Oakland County Commissioners voted to retain Micheal R Lohmeier, MMAO as its new Equalization Officer for its Equalization Division, and as a result, the interlocal agreements were required to be revised. A majority of the Assessing Districts are in favor of the Equalization Officer serving as its Designated Assessor.

The following interlocal agreement (hereinafter “Agreement”) has been executed by the Board of Commissioners for Oakland County, a majority of the Assessing Districts in Oakland County, and the individual put forth as the proposed Designated Assessor. Oakland County and the Assessing Districts are collectively referred to throughout this Agreement as the “Parties.”

**RECITALS**

WHEREAS, The Assessing Districts are Municipal Corporations (cities and townships) located within the County of Oakland, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an Agreement that designates the individual who will serve as the County’s Designated Assessor. That interlocal agreement must be approved by the County Board of Commissioners and a majority of the Assessing Districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Parties agree as follows:

## BACKGROUND INFORMATION

Oakland County names **MICHEAL R. LOHMEIER (R-6101)**, in his official capacity as the Equalization Officer for Oakland County, as the Designated Assessor for all of the Assessing Districts within Oakland County<sup>1</sup>. Included as an addendum to this Agreement are the Oakland County SEV totals by class, including special act values, those properties deemed unique or complex by a local Assessing District, and a listing of the total number of parcels, by classification, including special act rolls, within each Assessing District.

If the State Tax Commission (STC) invokes the Designated Assessor process for any Assessing District in Oakland County, the Parties agree that the Designated Assessor will perform the duties associated with being the Assessor of Record for an Assessing District at the Oakland County Equalization Division offices in the City of Pontiac, County of Oakland, State of Michigan, unless the duties of the Designated Assessor require on-site visits to the Assessing District's location.

## QUALIFICATIONS OF DESIGNATED ASSESSOR

Micheal R. Lohmeier has been certified as a Michigan Master Assessing Officer since 2012. In his capacity as the Oakland County Equalization Officer, he is responsible for managing the Oakland County Equalization Division. Along with its statutory duties, the Equalization Division currently acts as the contracted Assessor of Record for thirty of the fifty-two Assessing Districts in Oakland County.

Micheal R. Lohmeier has disclosed any conflicts of interest involving the proposed Designated Assessor, the County, or any Assessing District, if applicable: **[NONE]**.

It is understood that Micheal R. Lohmeier will, during the length of this agreement, maintain his assessor certification in good standing with the State Tax Commission and if required to serve as the Designated Assessor for an Assessing District in Oakland County shall act as the Assessor of Record for that Assessing District. When acting as the Assessor of Record for an Assessing District, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

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<sup>1</sup> Oakland County contains 52 Assessing Districts (cities and townships), two of which (City of Fenton and City of Northville) are not considered to be "in" Oakland County for purposes of MCL 211.10g as the largest share of their state equalized value is located in another county.

A list of the remaining 50 Assessing Districts can be found here:

<https://www.oakgov.com/mgtbud/equal/Pages/assessing-offices.aspx>

## **1.0 DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR**

- 1.1 The Designated Assessor, while serving as the Assessor of Record for an Assessing District within Oakland County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
- 1.2 Within 30 (thirty) days of being appointed as the Assessor of Record for the Assessing District by the STC or the voluntary election by the Assessing District to utilize the Designated Assessor, the Designated Assessor shall prepare and transmit to the Assessing District's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the STC's audit.
- 1.3 The Parties agree that the Designated Assessor, while serving as the Assessor of Record for an Assessing District, shall do the following things, as applicable to bring the Assessing District into compliance with the Audit of Minimum Assessing Requirements:
  - 1.3.1 Make assessments of real and personal property within the Assessing District;
  - 1.3.2 Appraise all property, process all real and personal property description changes, and prepare the assessment roll for real and personal property in the Assessing District;
  - 1.3.3 Attend (or have a designee attend) all March, July, and December Board of Review meetings;
  - 1.3.4 Be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals, and assist the Assessing District in the preparation of both the oral and written defense of appeals;
  - 1.3.5 Prepare all necessary reports for review by the supervisor, manager, chief executive, board, or council of the Assessing District, as applicable;
  - 1.3.6 Performs any other duties required under PA 660 of 2018.
- 1.4 For an Assessing District employing assessing staff other than the Assessor of Record, assessing staff will conduct their duties as under the direction and supervision of the Designated Assessor, subject to any limitations as may be agreed by the applicable Assessing District and the Designated Assessor. However, no members of said assessing staff will become employees or independent contractors of Oakland County.
- 1.5 While not acting in the capacity as the Designated Assessor for an Assessing District, the Designated Assessor will have the following duties and responsibilities for Oakland County and the Assessing Districts within Oakland County: Equalization Officer.
- 1.6 The parties understand and agree that the duties outlined in this Agreement only apply if and when the Designated Assessor is required, or the Assessing District chooses to request the Designated Assessor, to take over the assessing duties for an Assessing District

pursuant to the terms of PA 660 of 2018. This Agreement will have no effect on any pre-existing agreements that the parties may have, under which Oakland County performs contracted assessing services for the Assessing District.

## **2.0 DUTIES AND RESPONSIBILITIES OF ASSESSING DISTRICTS**

- 2.1 Any Assessing District in Oakland County that is required to utilize the services of the Designated Assessor will, during the period the Assessing District is required to or chooses to utilize the services of the Designated Assessor, do the following:
  - 2.1.1 Provide the Designated Assessor with reasonable access to records, documents, databases and information in order to allow the Designated Assessor to serve as the Assessor of Record for the Assessing District and satisfy all requirements *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
  - 2.1.2 Furnish the Designated Assessor with any applicable policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the Assessing District's Assessor of Record.
  - 2.1.3 Provide, while the Designated Assessor or his designee is physically working on behalf of the Assessing District and within the geographical boundaries of the Assessing District, any technology, equipment, and workspace necessary for the Designated Assessor or his designee to carry out their requirements under this Agreement.
- 2.2 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Assessing District tax appraisal or assessment functions or any other Assessing District legal obligation under any applicable State Property Tax Laws. The Assessing District shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
- 2.3 Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County employees, including any County attorneys shall be authorized, required and/or otherwise obligated under this Agreement or pursuant to any other agreement between the Parties to provide any legal representation to or for the Assessing District and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Assessing District before the Michigan Tax Tribunal or any other review body or court except to the extent the matters have been traditionally and previously handled by assessing staff, such as, but not limited to, Michigan Tax Tribunal small claims division hearings and matters before the State Tax Commission.

- 2.4 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any tax appraisal or assessment functions or any other legal obligation. The Assessing District agrees that under no circumstances shall the County or the Designated Assessor be responsible for any costs, obligations, and/or civil liabilities or any responsibility under any State Property Tax Law.

### **3.0 DESIGNATED ASSESSOR COMPENSATION**

- 3.1 The Designated Assessor may charge an Assessing District that is required to contract with the Designated Assessor and that Assessing District shall pay for the reasonable costs incurred by the Designated Assessor in serving as the Assessing District's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.
- 3.2 If the Designated Assessor is required to serve as the Assessor of Record for an Assessing District within Oakland County, the parties understand and agree that he will be serving in his official capacity as the Oakland County Equalization Officer. Therefore, an Assessing District will not make any direct payments to the Designated Assessor. Instead, the Assessing District will be responsible for paying a fee to Oakland County which fee is intended to compensate Oakland County for the reasonable costs incurred by the Designated Assessor and his staff. Oakland County will charge the Assessing District a fee equal to the average rate per parcel that it charges those districts for whom it already performs contracted assessing services, as of the date the Designated Assessor is required to serve as the Assessor of Record. The parties agree that should the standard fee not reasonably reflect the actual cost of the provision of the services required that the standard fee will be modified to a higher or lower fee, and so the fee is reasonable. The modification of the standard fee will be dependent upon the complexity of the work to be performed by the Designated Assessor, the number of staff needed to assist in completing the work and whether the Assessing District provides its own staff to assist the Designated Assessor. The Assessing District is not required to pay a retainer fee. In the event that the Designated Assessor is acting on behalf of an Assessing District for which Oakland County Equalization Department is currently contracted with to provide assessing services, the Designated Assessor will provide its Designated Assessor services at no additional cost to said Assessing District.
- 3.3 If the Assessing District fails, for any reason, to pay the County any monies when and as due under this Contract, the Assessing District agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Assessing District funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any

setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Assessing District to the County. The Assessing District waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Assessing District's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.

- 3.4 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 3.5 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Assessing District to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the County on an ongoing and successive basis if Assessing District at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Assessing District agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Assessing District.

#### **4.0 EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall become effective when it is executed by the Oakland County Board of Commissioners, Micheal R. Lohmeier, and the governing bodies of a majority of the Assessing Districts within Oakland County, and shall expire on December 31, 2027. The terms and conditions in Section 3.0 (Compensation) shall survive and continue in full force beyond the termination of this Agreement if the Assessing District owes money to the County under this Agreement.

#### **5.0 DESIGNATED ASSESSOR EMPLOYMENT STATUS**

It is understood by the parties that Micheal R. Lohmeier is appointed as the Designated Assessor based on his employment status as Oakland County Equalization Officer and that if his employment status materially changes, the parties will request that the State Tax Commission designate and approve an interim Designated Assessor until the parties are able to amend this Agreement.

#### **6.0 ENTIRE AGREEMENT**

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are set forth in this Agreement.

## **7.0 AMENDMENTS**

This Agreement cannot be modified unless reduced to writing and signed by both Parties.

## **8.0 SEVERABILITY**

If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.

## **9.0 GOVERNING LAW**

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

## **10.0 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.

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

**[Signatures contained on following page]**



EXECUTED: \_\_\_\_\_  
Name and Title: Therese Longe, Mayor

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Name and Title: Alexandria Bingham, City Clerk

DATE: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

MICHEAL R. LOHMEIER, in his official capacity as Equalization Officer for Oakland County, hereby accepts the role of Designated Assessor as outlined in this Agreement.

EXECUTED: \_\_\_\_\_  
Micheal R. Lohmeier  
Oakland County Equalization Officer

DATE: \_\_\_\_\_

## **ADDENDUM – SEV TOTALS**

### **OAKLAND COUNTY SEV TOTALS BY CLASS**

Class	Parcel Counts	State Equalized Values
Agricultural	392	87,150,370
Commercial	20,907	14,614,165,290
Industrial	4,441	2,896,770,040
Residential Personal Property	448,068 52,372	68,274,369,769 3,863,299,665
Special Acts	650	507,403,698



**October 20, 2022**

**RESOLUTION #2022-2106 \_ 22-350**

Sponsored By: Gwen Markham

**Equalization - Interlocal Agreement Designating Micheal Lohmeier as the Assessor for Oakland County**

Chairperson and Members of the Board:

**WHEREAS** pursuant to Public Act 660 of 2018, each county is required to notify the State Tax Commission, no later than December 31, 2020, of the individual that will serve as the County's Designated Assessor; and

**WHEREAS** the Designated Assessor is part of a process to ensure that local units of government are in compliance with statutory provisions of the Audit of Minimum Assessing Requirements; and

**WHEREAS** the Designated Assessor is the individual designated by an Interlocal Agreement executed between the County Board of Commissioners and a majority of the assessing districts (cities and townships) within the county, subject to final approval of the State Tax Commission; and

**WHEREAS** the Designated Assessor serves as the assessor of record and assumes all duties and responsibilities as the assessor of record for an assessing district that is determined to be non-compliant with an audit; and

**WHEREAS** each county must also provide the State Tax Commission with the interlocal agreement executed by the County Board of Commissioners, a majority of the assessing districts within the county, and the proposed Designated Assessor for the county; and

**WHEREAS** the interlocal agreement must provide enough detail regarding the assessment responsibilities for the Designated Assessor including, but not limited to, the following:

1. Information related to the scope of services being provided by the Designated Assessor, including preparation of assessment rolls, timeline for delivery of documents and execution of forms, attendance at Boards of Review meetings, duties and responsibilities related to property tax appeals, both Small Claims and Entire Tribunal, filed with the Michigan Tax Tribunal, responsibility to meet with local unit officials, and obligations of local unit assessing staff members,
2. Duties and responsibilities for each local unit within the county, including providing the Designated Assessor with reasonable access to records, documents and information, and
3. Details relating to cost and compensation for overseeing and administering the annual assessment and operating the assessing office, including payment terms and cost reimbursement; and

**WHEREAS** an Interlocal Agreement was previously entered into between Oakland County and the participating Assessing Districts under the former Oakland County Equalization Director; and

**WHEREAS** Oakland County has a new Oakland County Equalization Director, Micheal Lohmeier,

and as a result, a new Interlocal Agreement is required with the Assessing Districts within the County that approve the Agreement; and

**WHEREAS** Oakland County Corporation Counsel is developing the Designated Assessor Interlocal Agreement to be entered into with any and all Assessing Districts within the County that approve the Agreement.

**NOW THEREFORE BE IT RESOLVED** that the Oakland County Board of Commissioners approves designating Oakland County Equalization Director Micheal Lohmeier, who is an individual qualified and certified by the State Tax Commission as a Michigan Master Assessing Officer, to be the Designated Assessor for Oakland County.

**BE IT FURTHER RESOLVED** that the Board of Commissioners approves and authorizes the Chairperson of Board to execute the required Interlocal Agreement on behalf of Oakland County upon final review and approval by Corporation Counsel.

Chairperson, the following Commissioners are sponsoring the foregoing Resolution: **Gwen Markham.**

---



David Woodward, Commissioner

Date: October 21, 2022



David Coulter, Oakland County Executive

Date: October 21, 2022



Lisa Brown, County Clerk / Register of Deeds

Date: October 26, 2022

#### COMMITTEE TRACKING

2022-10-12 Finance - Recommend to Board

2022-10-20 Full Board - Adopted

#### VOTE TRACKING

Motioned by Commissioner Michael Gingell seconded by Commissioner Kristen Nelson to adopt the attached Interlocal Agreement: Designating Micheal Lohmeier as the Assessor for Oakland County.

**Yes:** David Woodward, Michael Gingell, Michael Spisz, Karen Joliat, Kristen Nelson, Eileen Kowall, Christine Long, Philip Weipert, Gwen Markham, Angela Powell, Thomas Kuhn, Chuck Moss, Marcia Gershenson, William Miller III, Yolanda Smith Charles, Penny Luebs, Janet Jackson, Gary McGillivray, Robert Hoffman, Adam Kochenderfer (20)

**No:** None (0)

**Abstain:** None (0)

**Absent:** (0)

**Passed**

ATTACHMENTS

1. OC Designated Assessor Interlocal Agreement 9.16.22
- 

STATE OF MICHIGAN)  
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on October 20, 2022, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, October 20, 2022.



*Lisa Brown, Oakland County Clerk / Register of Deeds*

**INTERLOCAL AGREEMENT FOR OAKLAND COUNTY TO APPROVE  
THE DESIGNATED ASSESSOR FOR THE PERIOD January 1, 2023  
THROUGH December 31, 2027**

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. On December 29, 2020, Oakland County met this requirement, having a majority of the Assessing Districts in favor of the Equalization Officer serving as its Designated Assessor. On August 4, 2022, Oakland County Commissioners voted to retain Micheal R Lohmeier, MMAO as its new Equalization Officer for its Equalization Division, and as a result, the interlocal agreements were required to be revised. A majority of the Assessing Districts are in favor of the Equalization Officer serving as its Designated Assessor.

The following interlocal agreement (hereinafter “Agreement”) has been executed by the Board of Commissioners for Oakland County, a majority of the Assessing Districts in Oakland County, and the individual put forth as the proposed Designated Assessor. Oakland County and the Assessing Districts are collectively referred to throughout this Agreement as the “Parties.”

**RECITALS**

WHEREAS, The Assessing Districts are Municipal Corporations (cities and townships) located within the County of Oakland, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an Agreement that designates the individual who will serve as the County’s Designated Assessor. That interlocal agreement must be approved by the County Board of Commissioners and a majority of the Assessing Districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Parties agree as follows:

## BACKGROUND INFORMATION

Oakland County names **MICHEAL R. LOHMEIER (R-6101)**, in his official capacity as the Equalization Officer for Oakland County, as the Designated Assessor for all of the Assessing Districts within Oakland County<sup>1</sup>. Included as an addendum to this Agreement are the Oakland County SEV totals by class, including special act values, those properties deemed unique or complex by a local Assessing District, and a listing of the total number of parcels, by classification, including special act rolls, within each Assessing District.

If the State Tax Commission (STC) invokes the Designated Assessor process for any Assessing District in Oakland County, the Parties agree that the Designated Assessor will perform the duties associated with being the Assessor of Record for an Assessing District at the Oakland County Equalization Division offices in the City of Pontiac, County of Oakland, State of Michigan, unless the duties of the Designated Assessor require on-site visits to the Assessing District's location.

## QUALIFICATIONS OF DESIGNATED ASSESSOR

Micheal R. Lohmeier has been certified as a Michigan Master Assessing Officer since 2012. In his capacity as the Oakland County Equalization Officer, he is responsible for managing the Oakland County Equalization Division. Along with its statutory duties, the Equalization Division currently acts as the contracted Assessor of Record for thirty of the fifty-two Assessing Districts in Oakland County.

Micheal R. Lohmeier has disclosed any conflicts of interest involving the proposed Designated Assessor, the County, or any Assessing District, if applicable: **[NONE]**.

It is understood that Micheal R. Lohmeier will, during the length of this agreement, maintain his assessor certification in good standing with the State Tax Commission and if required to serve as the Designated Assessor for an Assessing District in Oakland County shall act as the Assessor of Record for that Assessing District. When acting as the Assessor of Record for an Assessing District, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

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<sup>1</sup> Oakland County contains 52 Assessing Districts (cities and townships), two of which (City of Fenton and City of Northville) are not considered to be "in" Oakland County for purposes of MCL 211.10g as the largest share of their state equalized value is located in another county.

A list of the remaining 50 Assessing Districts can be found here:

<https://www.oakgov.com/mgtbud/equal/Pages/assessing-offices.aspx>

## **1.0 DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR**

- 1.1 The Designated Assessor, while serving as the Assessor of Record for an Assessing District within Oakland County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
- 1.2 Within 30 (thirty) days of being appointed as the Assessor of Record for the Assessing District by the STC or the voluntary election by the Assessing District to utilize the Designated Assessor, the Designated Assessor shall prepare and transmit to the Assessing District's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the STC's audit.
- 1.3 The Parties agree that the Designated Assessor, while serving as the Assessor of Record for an Assessing District, shall do the following things, as applicable to bring the Assessing District into compliance with the Audit of Minimum Assessing Requirements:
  - 1.3.1 Make assessments of real and personal property within the Assessing District;
  - 1.3.2 Appraise all property, process all real and personal property description changes, and prepare the assessment roll for real and personal property in the Assessing District;
  - 1.3.3 Attend (or have a designee attend) all March, July, and December Board of Review meetings;
  - 1.3.4 Be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals, and assist the Assessing District in the preparation of both the oral and written defense of appeals;
  - 1.3.5 Prepare all necessary reports for review by the supervisor, manager, chief executive, board, or council of the Assessing District, as applicable;
  - 1.3.6 Performs any other duties required under PA 660 of 2018.
- 1.4 For an Assessing District employing assessing staff other than the Assessor of Record, assessing staff will conduct their duties as under the direction and supervision of the Designated Assessor, subject to any limitations as may be agreed by the applicable Assessing District and the Designated Assessor. However, no members of said assessing staff will become employees or independent contractors of Oakland County.
- 1.5 While not acting in the capacity as the Designated Assessor for an Assessing District, the Designated Assessor will have the following duties and responsibilities for Oakland County and the Assessing Districts within Oakland County: Equalization Officer.
- 1.6 The parties understand and agree that the duties outlined in this Agreement only apply if and when the Designated Assessor is required, or the Assessing District chooses to request the Designated Assessor, to take over the assessing duties for an Assessing District



pursuant to the terms of PA 660 of 2018. This Agreement will have no effect on any pre-existing agreements that the parties may have, under which Oakland County performs contracted assessing services for the Assessing District.

## **2.0 DUTIES AND RESPONSIBILITIES OF ASSESSING DISTRICTS**

- 2.1 Any Assessing District in Oakland County that is required to utilize the services of the Designated Assessor will, during the period the Assessing District is required to or chooses to utilize the services of the Designated Assessor, do the following:
  - 2.1.1 Provide the Designated Assessor with reasonable access to records, documents, databases and information in order to allow the Designated Assessor to serve as the Assessor of Record for the Assessing District and satisfy all requirements *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
  - 2.1.2 Furnish the Designated Assessor with any applicable policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the Assessing District's Assessor of Record.
  - 2.1.3 Provide, while the Designated Assessor or his designee is physically working on behalf of the Assessing District and within the geographical boundaries of the Assessing District, any technology, equipment, and workspace necessary for the Designated Assessor or his designee to carry out their requirements under this Agreement.
- 2.2 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Assessing District tax appraisal or assessment functions or any other Assessing District legal obligation under any applicable State Property Tax Laws. The Assessing District shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
- 2.3 Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County employees, including any County attorneys shall be authorized, required and/or otherwise obligated under this Agreement or pursuant to any other agreement between the Parties to provide any legal representation to or for the Assessing District and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Assessing District before the Michigan Tax Tribunal or any other review body or court except to the extent the matters have been traditionally and previously handled by assessing staff, such as, but not limited to, Michigan Tax Tribunal small claims division hearings and matters before the State Tax Commission.

- 2.4 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any tax appraisal or assessment functions or any other legal obligation. The Assessing District agrees that under no circumstances shall the County or the Designated Assessor be responsible for any costs, obligations, and/or civil liabilities or any responsibility under any State Property Tax Law.

### **3.0 DESIGNATED ASSESSOR COMPENSATION**

- 3.1 The Designated Assessor may charge an Assessing District that is required to contract with the Designated Assessor and that Assessing District shall pay for the reasonable costs incurred by the Designated Assessor in serving as the Assessing District's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.
- 3.2 If the Designated Assessor is required to serve as the Assessor of Record for an Assessing District within Oakland County, the parties understand and agree that he will be serving in his official capacity as the Oakland County Equalization Officer. Therefore, an Assessing District will not make any direct payments to the Designated Assessor. Instead, the Assessing District will be responsible for paying a fee to Oakland County which fee is intended to compensate Oakland County for the reasonable costs incurred by the Designated Assessor and his staff. Oakland County will charge the Assessing District a fee equal to the average rate per parcel that it charges those districts for whom it already performs contracted assessing services, as of the date the Designated Assessor is required to serve as the Assessor of Record. The parties agree that should the standard fee not reasonably reflect the actual cost of the provision of the services required that the standard fee will be modified to a higher or lower fee, and so the fee is reasonable. The modification of the standard fee will be dependent upon the complexity of the work to be performed by the Designated Assessor, the number of staff needed to assist in completing the work and whether the Assessing District provides its own staff to assist the Designated Assessor. The Assessing District is not required to pay a retainer fee. In the event that the Designated Assessor is acting on behalf of an Assessing District for which Oakland County Equalization Department is currently contracted with to provide assessing services, the Designated Assessor will provide its Designated Assessor services at no additional cost to said Assessing District.
- 3.3 If the Assessing District fails, for any reason, to pay the County any monies when and as due under this Contract, the Assessing District agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Assessing District funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any

setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Assessing District to the County. The Assessing District waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Assessing District's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.

- 3.4 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 3.5 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Assessing District to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the County on an ongoing and successive basis if Assessing District at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Assessing District agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Assessing District.

#### **4.0 EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement shall become effective when it is executed by the Oakland County Board of Commissioners, Micheal R. Lohmeier, and the governing bodies of a majority of the Assessing Districts within Oakland County, and shall expire on December 31, 2027. The terms and conditions in Section 3.0 (Compensation) shall survive and continue in full force beyond the termination of this Agreement if the Assessing District owes money to the County under this Agreement.

#### **5.0 DESIGNATED ASSESSOR EMPLOYMENT STATUS**

It is understood by the parties that Micheal R. Lohmeier is appointed as the Designated Assessor based on his employment status as Oakland County Equalization Officer and that if his employment status materially changes, the parties will request that the State Tax Commission designate and approve an interim Designated Assessor until the parties are able to amend this Agreement.

#### **6.0 ENTIRE AGREEMENT**

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are set forth in this Agreement.

## **7.0 AMENDMENTS**

This Agreement cannot be modified unless reduced to writing and signed by both Parties.

## **8.0 SEVERABILITY**

If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.

## **9.0 GOVERNING LAW**

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

## **10.0 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, \_\_\_\_\_ [name and title of assessing district official] hereby acknowledges that he/she has been authorized by a resolution of the \_\_\_\_\_ [name of assessing district], a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

**[Signatures contained on following page]**

EXECUTED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Name and Title:

DATE: \_\_\_\_\_

MICHEAL R. LOHMEIER, in his official capacity as Equalization Officer for Oakland County, hereby accepts the role of Designated Assessor as outlined in this Agreement.

EXECUTED: \_\_\_\_\_  
Micheal R. Lohmeier  
Oakland County Equalization Officer

DATE: \_\_\_\_\_

## **ADDENDUM – SEV TOTALS**

### **OAKLAND COUNTY SEV TOTALS BY CLASS**

Class	Parcel Counts	State Equalized Values
Agricultural	392	87,150,370
Commercial	20,907	14,614,165,290
Industrial	4,441	2,896,770,040
Residential Personal Property	448,068 52,372	68,274,369,769 3,863,299,665
Special Acts	650	507,403,698



## MEMORANDUM

Department of Public Services

**DATE:** November 16, 2022

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

**FROM:** Carrie A. Laird, Parks and Recreation Manager

**SUBJECT:** Michigan Spark Grants

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### INTRODUCTION:

Administered by the DNR, Michigan Spark Grants will support projects that provide safe, accessible, public recreation facilities and spaces to improve people's health, introduce new recreation experiences, build on existing park infrastructure and make it easier for people to enjoy both indoor and outdoor recreation. This grant opportunity is possible because of the Building Michigan Together Plan, signed in March 2022, which included a historic infusion of federal funding in our state and local parks.

The Department of Public Services is recommending an application for Trail Improvements be submitted. The first round of applications are due December 19, 2022. Two more rounds of application periods will be announced in early 2023. Communities must have an approved resolution by their governing body in order to apply.

### BACKGROUND:

Trail improvements are slated as a priority project as part of the approved Parks and Recreation Bond. The City is currently in the preliminary design phase for trail improvements and a Trail Improvement Concept Plan is undergoing public review and comment at this time, on Engage Birmingham, at our Parks and Recreation Board meetings, and with City departments and various boards such as the Museum and Multi-Modal Transportation Board.

This is perfect timing to apply for a grant for this project. This is our next priority project in the queue to accomplish with Parks and Recreation Bond funding. We have a preliminary concept plan, cost estimate, and funding available for a match in 2024. We are currently gathering public input, with a public input session held at the November 1, 2022 Parks and Recreation Board meeting, and a survey currently open through November 30<sup>th</sup> on [Engage Birmingham](#), Birmingham. All of these items are part of the grant application.

Included in the preliminary concept plan are ADA compliance and accessible connections and overlooks, sustainability features, the Booth Park corner feature with seating and a restroom facility, trail entry identifiers, a connection to the Birmingham Museum, and connectivity

improvements including confidence markers and wayfinding in navigating from Booth Park to Linden Park. Our consultant, MCSA Group, Inc., will prepare the application on behalf of the City, included as part of their contract with the City. They have a good track record with obtaining various grants for municipalities throughout the state.

We plan to explore other grant opportunities as well such as Oakland County Parks and Recreation Trailways program, for both pre-development and development, among others.

**LEGAL REVIEW:**

The City Attorney has reviewed the resolution and has no objection.

**FISCAL IMPACT:**

This grant would potentially award Birmingham up to \$1,000,000, the maximum award amount, to apply toward the cost of the Trail Improvements project. Funding for the Trail Improvements project is budgeted and available with Parks and Recreation Bond Funding, with the next bond issue in 2024. Additionally, a donation received by the city towards trail improvements is part of this application. Matching funds are not required, but encouraged.

**PUBLIC COMMUNICATION:**

The grant application will be announced at the December 6, 2022 Parks and Recreation Board meeting. Should Birmingham be awarded MI Spark Grants funding, it will be communicated through all appropriate avenues.

**SUMMARY:**

The Department of Public Services recommends approving the attached resolution so that Birmingham may apply for the MI Spark Grants Program.

**ATTACHMENTS:**

- Resolution of Authorization for Birmingham to apply to the MI Spark Grants Program
- [Michigan Spark Grants application overview](#)

**SUGGESTED COMMISSION ACTION:**

Make a motion to approve the attached resolution, authorizing Birmingham to apply for a grant from the Michigan Spark Grants Program, and further, directing the City Clerk to sign the resolution.



**RESOLUTION AUTHORIZING THE CITY OF BIRMINGHAM TO APPLY FOR A GRANT  
FROM THE MICHIGAN SPARK GRANTS PROGRAM**

WHEREAS, the City of Birmingham supports the submission of an application titled, "Trail Improvements" to the Spark Grants Program for improvements to the Rouge River Trail Corridor including trail entry identifiers, accessible connections and viewing areas, connectivity improvements including confidence markers and wayfinding signage, a new pedestrian bridge and Booth Park entry area including a restroom along the Birmingham Rouge River trail system, and,

WHEREAS, the City of Birmingham has funded the concept plan and has budgeted for these trail improvements in its Capital Improvement Plan, has received private donations, and proposes to use parks and recreation bond funding to provide a local match,

NOW THEREFORE, BE IT RESOLVED that the City of Birmingham hereby authorizes the submission of a Spark Grants application for \$1,000,000.00, and further resolves to make available a local match during the 2024-2025 fiscal year.

AYES:

NAYES:

ABSENT:

MOTION APPROVED.

I, Alexandria Bingham, City Clerk, of the City of Birmingham, HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the Birmingham City Commission at their regular meeting held on November 28, 2022, at 7:30 p.m., with a quorum present.

\_\_\_\_\_  
Alexandria Bingham, City Clerk

Dated: \_\_\_\_\_



## **MEMORANDUM**

(Department of Public Services)

**DATE:** November 14, 2022

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

**FROM:** Carrie Laird, Parks and Recreation Manager

**SUBJECT:** Landscape Bed Maintenance 2-year Contract Extension

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### **INTRODUCTION:**

The Department of Public Services is under contract for landscape bed maintenance services with Superior Scape, Inc. through November 30, 2022. The contract allows for a 2-year extension at the sole discretion of the City through November 30, 2024, and both parties are in agreement.

### **BACKGROUND:**

The Department of Public Services uses a contractor, Superior Scape, Inc., for landscape bed maintenance services, which includes spring and fall clean ups, and 12 weed control visits throughout the season. There are 23 locations serviced under this contract, including parks (Booth Park, Barnum Park, etc.), City properties (Baldwin Library, Fire Stations, etc.), major streets (Old Woodward and Maple raised planters, etc.). The total base bid for 2-years of landscape bed maintenance at all of these sites is \$129,868.00 or \$64,934.00 per year. Superior Scape, Inc. has just completed a 3-year contract with the City with no issues. Management and crews were both professional and flexible when the City required additional clean ups at properties, or when there were scheduling conflicts with various park permit holders.

### **LEGAL REVIEW:**

The City attorney has reviewed this contract agreement and has no concerns with form or content.

### **FISCAL IMPACT:**

Funds for this expenditure – totaling \$129,868.00 over the two year period – are available and budgeted for in the following accounts: \$37,980.00 in Parks Other Contractual Services account #101.0-751.000-811.0000, \$42,460.00 in Property Maintenance Other Contractual Services account# 101.0-441.003-811.0000, and \$49,428.00 in Major Streets Contract Maintenance account #202.0-449.003-937.0400.

### **PUBLIC COMMUNICATIONS:**

This purchase does not require public communication.

**SUMMARY:**

The Department of Public Services recommends approving a 2-year extension of the landscape bed maintenance contract with Superior Scape, Inc. through November 30, 2024, using funds from the following accounts: Parks Other Contractual Services account # 101.0-751.000-811.0000 in the amount of \$37,980.00, Property Maintenance Other Contractual Services account #101.0-441.003-811.0000 in the amount of \$42,460.00, and in Major Streets Contract Maintenance account #202.0-449.003-937.0400 in the amount of \$49,428.00 for a total expenditure of \$129,868.00.

**ATTACHMENTS:**

1. Extension Agreement and required insurance
2. January 28, 2020 Proposal

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve a 2-year agreement with Superior Scape, Inc. for landscape bed maintenance services in the amount not to exceed \$129,868.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in the following accounts: Parks Other Contractual Services, 101.0-751.000-811.0000, Property Maintenance Other Contractual Services, 101.0-441.003-811.0000, and Major Streets Contract Maintenance, 202.0-449.003-937.0400.

## **AGREEMENT OF Landscape Bed Maintenance Services Extension**

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**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 Superior Scape, a Michigan Corporation, whose address is 51989 Schoenherr Rd, Shelby Twp, MI 48315, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the City desires a 2-year contract extension for landscape bed maintenance services and this is an extension of the original contract dated February 24, 2020, in connection therewith has exercised its option for a 2-year contract extension.

**WHEREAS**, Contractor has qualifications that meet the project requirements and has mutually agreed to perform the 2-year contract extension with the same pricing.

**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 landscape bed maintenance services, dated February 24, 2020, which includes proving landscape bed maintenance services in select parks and city properties, 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"). The city shall pay the contractor for the performance of this Agreement in an amount not to exceed \$129,868.00, as set forth in the Contractor's January 28, 2020 cost proposal.

**2. TERM:** This Agreement shall have a term of 2-years and expire November 30, 2024. 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 maintenance services 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.

**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 Contractor acceptance of the terms of this Agreement.

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

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

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

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services

provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

**11. STANDARD INSURANCE REQUIREMENTS:**

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

A. Workers' Compensation Insurance:

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

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

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

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

single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

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

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

**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: Carrie Laird

Contractor:

Superior Scape, Inc.  
51989 Schoenherr Rd  
Shelby Township, MI 48315  
Attn: Jeremy Harmon

**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 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 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.

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

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

Contractor: Superior Scope Inc.  
By: [Signature]  
Its: VP of Maintenance

STATE OF MICHIGAN     )  
                                      ) ss:  
COUNTY OF OAKLAND    )

On this 16 day of November, 2022 before me personally appeared Jeremy Harmon who acknowledged that with authority on behalf of Superior Scope to do so he/she signed this Agreement.

Kristina Staffor  
\_\_\_\_\_  
Notary Public  
Genesee County, Michigan  
Acting in Macomb County, Michigan  
My commission expires: June 25, 2025



**CITY OF BIRMINGHAM:**

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

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

**APPROVED:**

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

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

[Signature]  
Director of Public Services  
(Approved as to substance)

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2022

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 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> VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	<b>CONTACT NAME:</b> Jody Oliveto <b>PHONE (A/C, No, Ext):</b> (248) 828-3377 <b>E-MAIL ADDRESS:</b> joliveto@vtcins.com <b>FAX (A/C, No):</b> (248) 828-3741														
<b>INSURED</b> Superior Scape, Inc. 51989 Schoenherr Shelby TWP. MI 48315	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Acuity A Mutual Insurance Company</td><td>14184</td></tr><tr><td>INSURER B: Midwest Employers Casualty Company</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acuity A Mutual Insurance Company	14184	INSURER B: Midwest Employers Casualty Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 22-23 Master WC 22-23**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	ZM2939	3/8/2022	3/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	ZM2939	3/8/2022	3/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			ZM2939	3/8/2022	3/8/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<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	Y/N <input type="checkbox"/>	N/A Y	SUPER2H	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Where required by written contract, 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 are add'l insured for General Liability as respects ongoing & completed operations on a primary & non-contributory basis and additional insured respects to auto liability. General Liability, Auto Liability & Workers' Compensation includes waiver of subrogation on behalf of add'l insured as required by written contract and where allowed by law. Excess liability coverage follows form over GL, Auto & Employers Liability.

**CERTIFICATE HOLDER**

bmcgaughey@bhamgov.org

City of Birmingham  
851 S. Eton  
Birmingham, MI 48009

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Alan Chandler/JOLIVE

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**ATTACHMENT C - COST PROPOSAL**  
**For Landscape Bed Maintenance Services**

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

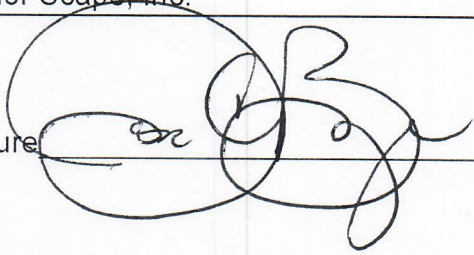
*Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)*

SITE	2020	2021	2022	3-Year Total
Kenning Complex	\$5,364	\$5,346	\$5,346	\$16,092
Adams Fire Station	\$1,452	\$1,452	\$1,452	\$4,356
Woodward and Lincoln Bus Stop	\$684	\$684	\$684	\$2,052
Martinizing Corner	\$1,084	\$1,084	\$1,084	\$3,252
Tree Rings (7) North of Lincoln along Woodward Avenue	\$497	\$497	\$497	\$1,491
Barnum Park	\$2,457	\$2,457	\$2,457	\$7,371
Baldwin Public Library	\$3,496	\$3,496	\$3,496	\$10,488
Corner of W. Maple and Chester	\$1,156	\$1,156	\$1,156	\$3,468
Birmingham Museum & Historical Hunter House	\$3,143	\$3,143	\$3,143	\$9,429
Martha Baldwin Park	\$4,256	\$4,256	\$4,256	\$12,768
Quarton Lake Dam & Grist Mill Beds	\$1,180	\$1,180	\$1,180	\$3,540
Oak & Lakeside Corner	\$779	\$779	\$779	\$2,337
Oak & Lake Park Median	\$149	\$149	\$149	\$447
Booth Park	\$5,733	\$5,733	\$5,733	\$17,199
Hunter Tank	\$2,079	\$2,079	\$2,079	\$6,237
Eton & Maple Staircase	\$2,045	\$2,045	\$2,045	\$6,135
Municipal Lot #6	\$4,055	\$4,055	\$4,055	\$12,165
Fire Station #2 (Chesterfield)	\$2,430	\$2,430	\$2,430	\$7,290
Maple and Baldwin Median	\$535	\$535	\$535	\$1,605

Maple and Lake Park Median	\$535	\$535	\$535	\$1,605
Mill Race Cul-de-sac	\$860	\$860	\$860	\$2,580
Derby Tank	\$2,530	\$2,530	\$2,530	\$7,590
Old Woodward & Maple Curbed Beds	\$18,435	\$18,435	\$18,435	\$55,359
<b>TOTALS:</b>	\$64,934	\$64,934	\$64,934	\$194,802

Firm Name Superior Scape, Inc.

Authorized signature



Date 1-30-2020



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For Landscape Bed Maintenance Services**

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

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

Jason C. Bryan

1/28/2020

**PREPARED BY**  
**(Print Name)**


**DATE**

Vice President

1/28/2020

**TITLE**

**DATE**



**AUTHORIZED SIGNATURE**

jbryan@superiorscape.com

**E-MAIL ADDRESS**

Superior Scape, Inc.

**COMPANY**

51989 Schoenherr Rd Shelby Twp, MI 48315 586-739-9630

**ADDRESS**

**PHONE**

N/A

N/A

**NAME OF PARENT COMPANY**

**PHONE**

N/A

**ADDRESS**

38-2848225

**TAXPAYER I.D.#**



## **MEMORANDUM**

(Police Department)

**DATE:** November 16, 2022

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

**FROM:** Greg Wald, Services Captain

**SUBJECT:** Parking Vehicle Sensors

---

### INTRODUCTION:

On January 9, 2017 the City Commission approved the purchase of 1277 smart parking meters and sensors from CivicSmart, to replace the existing meters at the time. The sensors were designed to be a technological improvement to the City's on street parking to allow real time monitoring of occupancy and improved enforcement. The purpose of the sensors were multi part; increased revenue, real time occupancy data and interoperability, meter reset, and the possibility for wayfinding.

When the City purchased the vehicle parking sensors, their life expectancy was approximately five years. CivicSmart has discontinued manufacturing the current sensors and now offers a more technologically advanced model. The Police Department is proposing discontinuing the vehicle sensor program as the projected benefits of having the vehicle parking sensors do not outweigh the financial costs and operational issues associated with their purchase, maintenance, wayfinding and utilitarian value.

### BACKGROUND:

In the spring of 2017, the City deployed new smart parking meters and vehicle sensors for on street parking in the City. The sensors were designed to provide added value to the end user and provide more efficiency for the City's management of on street parking. The sensors were to achieve this goal by providing real time occupancy data and interoperability, increased revenue via meter reset, more efficient enforcement and the possibility for wayfinding. Sensors are designed to interact with different systems or networks, including parking enforcement handhelds, the meter itself, and wayfinding applications. This connection is done via "gateways" the City purchased and has deployed throughout the downtown. The 52 gateways connect the sensors to the Parking Enterprise Management System (PEMS), CivicSmart and ParkMobile.

Each sensor and gateway has a monthly fee charged by CivicSmart. For the number of sensors the City uses the monthly fee is \$3,369.60. For the number of gateways the City uses the monthly fee is \$190.80. Annual total for the fees combined is \$42,724.80. This does not include other charges for battery replacement or maintenance.

The perceived benefits of the vehicle parking sensors have not been realized. There are a variety of reasons for this that include the following:

1. Internet connectivity is sometimes lost between the gateways and the vehicle sensors. Often times the connectivity cannot be re-established until parking meter maintenance staff can address it on-site.
2. The wayfinding application that was supposed to connect the parking structures and the on-street parking meters into a "parking app" for the City was never developed/implemented.
3. Legal challenges to "marking" vehicles under a Fourth Amendment claim of an unreasonable warrantless search arose in 2019 and was not adjudicated until August of this year. This legal battle eliminated the time stamping feature of the vehicle sensor that was designed to address overtime violations.
4. The parking sensors have to be aligned in a very specific manner to ensure their operability and effectiveness. Over time, people have figured out that by deliberately moving the sensors by hand on the meter pole, the parking sensor "beam" is no longer aligned, rendering the parking sensor ineffective as it relates to monitoring a vehicle's movements.
5. Vehicle sensors have been damaged or rendered inoperable in several other ways:
  - a. Damaged by vehicles
  - b. Repositioning by external factors other than deliberate acts (incidental bumping, shoveling, sidewalk maintenance)
  - c. Weathering from snow and ice build-up
  - d. Foliage growth obstructions
  - e. Repair delays as a result of vehicle obstructions/fixed objects
6. Parking Enforcement Assistants (PEA's) used the vehicle parking sensor information to navigate to areas where there was a high volume of violations present. However, the PEA's reported that upon their arrival in the high violation area, the actual number of violations present had changed or was wrong to begin with due to delays with receiving information from credit card transactions. As a result, the PEA's have informed police administrative staff that they do not feel the enforcement feature on their handheld citation computers warrants continuation.
7. The accuracy rate of the vehicle sensors was promised to be 99%. In the Police Department's testing, the accuracy rate realized was closer to 95%.



One of the primary drivers of the vehicle sensor program was wayfinding. However, upon closer examination, the Police Department has reservations about the wayfinding as it relates to adding to the already serious problem of distracted driving. Distracted driving accounted for 6% of all traffic crashes in 2020. Furthermore, distracted driving accounted for 45% of all rear end crashes in 2020. The City prides itself as a walkable community. The Police Department is of the opinion that a parking app, if it were ever developed or implemented, could add to the problem of distracted driving.

The Police Department obtained pricing to replace the current vehicle parking sensors from CivicSmart. The cost of new vehicle parking sensors has come down substantially from the time of the City's original purchase (\$329,382.00). The cost to purchase 1,250 new vehicle parking sensors from CivicSmart is \$62,500.00. If the City wanted to use the CivicSmart wayfinding app, there is a \$4,000.00 one-time charge to activate the app (pushes data to a third party app) and a \$200.00 monthly fee. The City would continue to incur the \$42,724.80 per year sensor and gateway fees. It should also be noted that the new vehicle sensors are almost twice the size of the current sensors.

This report was presented to the Advisory Parking Committee (APC) on November 2, 2022. The APC unanimously voted to recommend to the City Commission to discontinue the vehicle sensor program (See draft minutes attached).

#### LEGAL REVIEW:

The City Attorney has no concerns.

#### FISCAL IMPACT:

The City would save \$42,724.80 per year in annual fees (sensor fees and gateway fees) if the vehicle parking sensor program was discontinued. The City would also see a reduction of \$1,000.00 to \$4,000.00 per year in sensor battery replacement and other vehicle sensor maintenance costs.

#### PUBLIC COMMUNICATIONS:

This report was posted prior to the November 2, 2022 APC meeting. No public comment was received prior to or during the APC meeting (See draft minutes attached).

#### SUMMARY:

The vehicle sensor program went into service in 2017 along with the City's purchase of new "smart" parking meters from CivicSmart. The life expectancy of the vehicle sensors was five years. A Police Department/Parking Management analysis of the vehicle sensors does not appear to justify the continuation of the use of vehicle parking sensors from both an operational and financial perspective. While the initial costs associated with

the purchase of new vehicle sensors has come down dramatically, the City still incurs significant yearly fees (sensor fees and gateway fees) as well as additional maintenance costs. Parking meter maintenance staff would still have to monitor and service all 1,250 sensors. Based upon a cost analysis and an operational analysis as to how the vehicle sensors are used, the Police Department is recommending that the City discontinue the use of the current vehicle parking sensors and not replace them at this time.

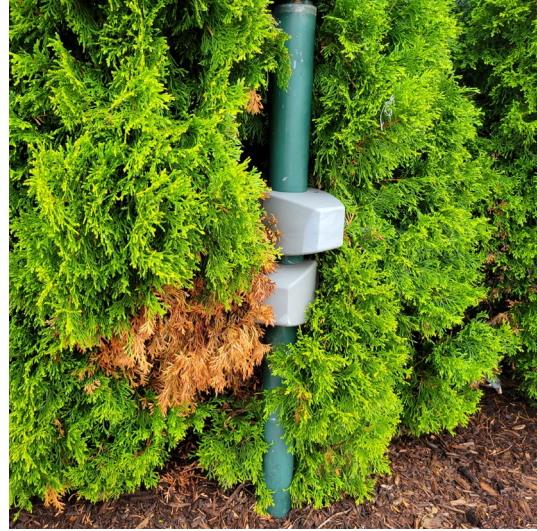
**ATTACHMENTS:**

- 1) Photos of current sensor issues.
- 2) Quote for new sensors.
- 3) Quote for wayfinding option.
- 4) Draft minutes from November 2, 2022 APC meeting.

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to discontinue the use of vehicle parking sensors and not replace them with an updated model at this time.

ATTACHMENT 1



## Wireless Vehicle Detection Sensor Quote

Duncan Parking Technologies, Inc.



Prepared for: Birmingham  
Quote ID: 22 08 05 600r  
Sales Rep: Jeff Rock

Ship-to Region: MI  
Due Date: 8/5/2022  
Expiry Date: 10/4/2022

Product ID	Description	Unit Price	Qty	Extended Price
<b>1. Single Space Sensors</b>				
SENS-NEW-WPM	NEW WPM Sensor (Pole-mount -No LNG battery-use current ones)	\$ 50.00	1250	\$ 62,500.00
INSTALL - SENS	Field Installation of Vehicle Sensor-Pole Mount	\$ 25.00	1250	Optional
<b>Subtotal</b>				<b>\$ 62,500.00</b>
<b>2. Freight</b>				
FRGHT	Freight for Lot to Customer Site (actual freight to be charged on the invoice)	TBD	1	TBD
<b>Subtotal</b>				<b>TBD</b>
<b>Grand Total:</b>				<b>\$ 62,500.00</b>

<b>3. Monthly Fees</b>				<b>Monthly Total</b>
SENS-Sx-WIRE	Monthly Wireless Fee for Duncan pole mounted Si Vehicle Sensor (per sensor/per month) - replaces current sensor fee.	\$ 3.00	1250	\$ 3,750.00
<b>Subtotal: Monthly Fees</b>				<b>\$ 3,750.00</b>

#### 4. Additional Requirements

Sales Tax, if applicable, has not been included  
Equipment is covered by a 1-year standard manufacturer's warranty.  
Shipping Terms FOB Origin. Shipping/Freight not included. Freight will be prepaid and added to the invoice.  
Payment terms: Net 30 Days  
Lead-time: 10-12 weeks  
Customer will be invoiced upon delivery of equipment and monthly in advance for recurring wireless service fees.  
Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.  
Additional service and transaction processing costs apply from third parties, including: Credit card gateway transaction and merchant fees. Customer is responsible for setting up credit card gateway compatible with Duncan credit card enabled meters. Contact your sales representative or project manager for additional details  
Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services.  
Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

#### Please Send Purchase Order To:

Duncan Parking Technologies, Inc.  
Attn: Meigan Lindholm  
P.O. Box 14777  
West Allis, WI 53214  
Ph: (414) 534-8066 Fax: (870) 741-6806  
[mlindholm@civicsmart.com](mailto:mlindholm@civicsmart.com)

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature

Date

Print or Type Name

Print or Type Title

Email Address

Phone Number

#### Bill To Address:

Birmingham Police Department  
PO Box 3001  
Birmingham, MI 48012

#### Ship To Address:

Birmingham Police Department  
151 Martin Street  
Birmingham, MI 48009

## Guidance Application

Prepared for: Birmingham  
Quote ID: 22 09 22 600r  
Sales Rep: Jeff Rock

Ship-to Region: MI  
Due Date: 9/22/2022  
Expiry Date: 10/22/2022

Product ID	Description	Unit Price	Qty	Extended Price
<b>1. Project Services</b>				
GUIDANCE	City website; sensor data to be published to third party apps	\$ 4,000.00	1	\$ 4,000.00
<b>Subtotal</b>				<b>\$ 4,000.00</b>
<b>Grand Total:</b>				<b>\$ 4,000.00</b>

<b>2. Monthly Fees</b>				<b>Monthly Total</b>
GUID-MAINT	Maintenance of Guidance Map/App Integration	\$ 200.00	1	\$ 200.00
<b>Subtotal: Monthly Fees</b>				<b>\$ 200.00</b>

### 3. Additional Requirements

Sales Tax, if applicable, has not been included.  
Equipment is covered by a 1-year standard manufacturer's warranty.  
Shipping Terms FOB Origin. Shipping and handling will be prepaid and added to the invoice.  
Payment Terms: Net 30 Days.  
Customer will be invoiced monthly in advance for recurring wireless service fees.  
Lead-Time: 6 weeks after receipt of order and configuration information  
Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.  
Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services.  
Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

#### Please Send Purchase Order To:

Duncan Parking Technologies, Inc.  
Attn: Meigan Lindholm  
PO BOX 2081  
Milwaukee, WI 53201-2081  
Ph: (414) 534-8066 Fax: (870) 741-6806  
[mlindholm@civicsmart.com](mailto:mlindholm@civicsmart.com)

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature

Date

Print or Type Name

Print or Type Title

Email Address

Phone Number

Bill To Address:

Ship To Address:

Ship To Phone Number:

Housing Information Required:

Programming Contact Information Required:

Housing Color (Gunmetal Gray or Black)

Contact Name

Dome Type (Round or Anti-Glare)

Contact Phone Number

Mech/Top Lock Combination

Contact Email

Vault/Door Lock Combination

Coin Box Combination or N/A

**DRAFT**  
**Advisory Parking Committee**  
**Meeting of November 2, 2022**  
151 Martin Street, City Commission Room, Birmingham, MI

**Minutes**

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on Wednesday, November 2, 2022. The meeting was called to order at 7:30 a.m. by Chair Vaitas.

1. Rollcall

**Present:** Chair Al Vaitas, Vice-Chair Richard Astrein; Jim Arpin, Lisa Clark, Steven Kalczynski, Kevin Kozlowski, Mary-Claire Petcoff

**Absent:** Kelly Cobb, Lisa Silverman, Jennifer Yert

**Staff:** Parking Systems Manager Ford; Police Chief Clemence, City Transcriptionist Eichenhorn, Services Commander Wald

**SP+:** Catherine Burch

6. Parking Meter Sensors – Recommendation to cancel and remove

SC Wald and PC Clemence presented the item and answered brief informational questions from the APC.

The APC had no comments on the item and no public was present to provide comment.

**Motion by VC Astrein**

**Seconded by Mr. Arpin to recommend to the City Commission to discontinue the use of vehicle parking sensors and not replace them with an updated model at this time.**

**Motion carried, 7-0.**

VOICE VOTE

Yeas: Vaitas, Kalczynski, Clark, Kozlowski, Astrein, Petcoff, Arpin

Nays: None



## **MEMORANDUM**

Engineering Department

**DATE:** November 28, 2022

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

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

**SUBJECT:** Lincoln Hills Golf Course Tee No. 1 Project  
Professional Engineering Service

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### **INTRODUCTION:**

Improvements are recommended around Tee No. 1 at Lincoln Hills Course for the existing cart path, retaining walls, and staircase. The Engineering Department recommends the City use Nowak & Fraus Engineers (NFE) to provide engineering services for this project through their existing Professional Service Contract.

### **BACKGROUND:**

On Monday, October 31, 2022, a field meeting was held to review the existing conditions of the golf cart path, retaining walls, and staircase near Tee No. 1. The existing cart path is uneven in several locations due to tree roots and the age of the asphalt. There is an area along the cart path where the slope is 18%, and the existing handrail just east of the cart path is loose in several locations. There are three existing wood retaining walls near the tees for Hole No. 1, one with timber west of the cart path, and two east of the path with one made of timber and the other plywood, that are showing signs of deterioration and minor settlement. The existing staircase west of Tee No. 1 has loose boards and handrails. Both the cart path near Tee No. 1 and the staircase are now closed.

The Engineering Department and Department of Public Service held an onsite meeting on Friday, November 4, 2022, with three (3) Engineering Consulting Firms, that have an existing professional service contract with the City, to review the existing conditions and discuss the project. Each firm provided pricing for the project, and Nowak and Fraus's proposal was the most responsive and concise. Their pricing included a topographic survey, a conceptual engineering design, soil borings, construction and bid documents, construction assistance, construction staking, as-built, and geotechnical oversight during construction.

NFE provided a conceptual sketch of the new cart path location, retaining wall, and staircase, and a conceptual construction cost of \$500,000.00 - \$600,000.00. The design for the project will be



based on field investigations of topographic survey and soil borings to determine the existing ground conditions. The tentative schedule for this project is:

- January 2023: Issue project for bids
- February 2023: Award the project and execute the contract, and pre-construction meeting
- March 2023: Start construction towards the beginning of March 2023 dependent on weather.
- April 2023: Have the project substantially completed allowing the use of the cart path once the golf course opens.
- June 2023: Final completion of the project.

#### LEGAL REVIEW:

The City Attorney was present at the Monday, October 31, 2022 field meeting and will review future agreements for this project.

#### FISCAL IMPACT:

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

During the design process, a review will occur of sustainability material options and restoration areas with low to no maintenance grass.

#### PUBLIC COMMUNICATIONS:

Public communication will not be necessary for the design phase of the project. Neighboring property owners will be contacted during construction.

#### SUMMARY:

The Engineering Department recommends that Nowak and Fraus Engineers be engaged to provide professional service for design and construction engineering as specified in their proposal for the project at Lincoln Hills Golf Course Tee No. 1.

#### ATTACHMENTS:

- Location Map
- Photos of Existing Conditions
- NFE Proposal
- NFE Conceptual Sketch
- NFE Conceptual Cost Estimate

#### SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve professional service for design and construction engineering with Nowak and Fraus Engineers as specified in their proposal, for the project at Lincoln Hill Golf Course Tee No. 1 in an amount not to exceed of \$54,740.00, further charge this service to account number 584.1-753.001-981.0100, and further appropriate and amend the 2022-2023 Lincoln Hills Golf Course Fund budget as follows:

#### Revenues:

Draw from Net Position	584.1-000.000-400.0000	\$54,740
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#### Expenses:

Recreation & Culture - Public Improvement	584.1-753.001-981.0100	\$54,700
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# Lincoln Hills Golf Course Tee No. 1



5H





View Northwest of Cart Path



View North of Cart Path



View West of Tee and Cart Path





View West of Tee and Cart Path



View North from Tee of Cart Path



View South from Tee





View North from Tee



View North of Staircase



View Northeast of Staircase and Part of Tee





View East of Staircase



View Southeast of Staircase



View South west of Staircase





View West from Tee towards Staircase



CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

November 11, 2022

Melissa A. Coatta, P.E., City Engineer  
City of Birmingham  
Department of Engineering  
151 Martin Street, P.O. Box 3001  
Birmingham, MI 48012-3001

**RE: Proposal #4-1730 to provide professional services for Lincoln Hills Golf Course, City of Birmingham, Oakland County, Michigan**

Dear Ms. Coatta:

Per your request, we are pleased to submit this Proposal to provide professional services on the above described project.

**UNDERSTANDING OF PROJECT:** The City is planning an emergency relocation of the existing exiting golf cart path from the first hole tee box. The existing path is too steep and requires to be relocated further to the west. The existing stairway will be removed and replaced to coordinate with the relocated cart path. Also, the work will require replacement of the existing timber retaining wall, with a desired limestone ledge rock boulder wall.

**SCOPE OF WORK & FEE:** The intent of this proposal is to provide professional land surveying, design and construction assistance as noted herein:

**Topographic Survey:** Provide a field measured topographic and utility survey of the specified area on the enclosed map. Trees will be located with sizes. Existing utilities observed will be located and shown with sewer pipe inverts, sizes, and directions at manholes/catch basins. Utility records will also be reviewed for mapping existing underground utilities onto the survey. Spot elevations with 1' contours will be shown on City of Birmingham Datum, detailing grade breaks, with finished grades at building corners and entrances/doors. Also, locations of all other improvements (walls, steps, light poles, benches, etc.) will be shown. The survey will be drawn to scale in AutoCAD for design purposes. **Estimated Fee: \$5,800.00.** Estimated completion date: 2-3 weeks from authorization (est. 12/1/2022).

**Concept Engineering:** After completion of survey, prepare concept of design for initial City review. **Estimated Fee: \$3,500.00.** Estimated completion date: 1 week after survey (est. 12/8/2022).

**G2 Proposal 220902 - Design:** Geotechnical investigation and structural engineering (see attached proposal). **Estimated Fee: \$14,775.00.** Completion date: in coordination with project schedule.

**Construction/Bid Documents:** After tentative conceptual engineering design and approval of concept by the City, prepare final construction plans and bidding documents for the project in coordination with the City Engineering Department. **Estimated Fee: \$12,840.00.** Estimated completion dates: Preliminary review: 12/28/2022. Final bidding date: January 9, 2023 (dates can be adjusted based on coordination with City).

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE  
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931  
FAX: 248.332.8257

**5H**

City of Birmingham  
Department of Engineering – LHGC Cart Path Relocate  
**RE: PROPOSAL #4-1730**  
November 11, 2022  
Page 2

**Construction Assistance:** Assist City with construction administration tasks, excluding full time inspections (assumed to be provided by City staff). **Estimated Fee: \$ 4,500.00.** Target completion of work: April 1, 2023.

**Construction Staking/As-Builts:** Provide construction stakeout and as-built services as requested. **Estimated Fee: \$8,500.00.** Requires 3-business day scheduling in advance of requested stakeout/as-built services.

**G2 Proposal 220902 - CE:** Geotechnical oversight during construction (see attached proposal). **Estimated Fee: \$4,825.00.** Completion date: in coordination with project schedule.

**Total estimated not to exceed fee for above services: \$54,740.00.**

**PAYMENT FOR SERVICES & EXPENSES**

It is our intent to not invoice the City beyond the limits of the amount indicated, unless authorization is obtained to provide additional services beyond the scope of work proposed herein. Our invoice will be submitted to the City for payment upon completion of the work.

Also, the reproduction costs for providing blackline prints, mylar drawings, photos and other reproductions and copies, etc., as required by the project, will be invoiced per copy issued, in accordance with our various rates for providing these items. Also, any additional services you may require, or for work beyond the scope of services described herein, will be provided, and invoiced for on an hourly basis, or as mutually agreed upon.

**ACCEPTANCE & AUTHORIZATION TO PROCEED**

The estimated milestone completion dates herein assume authorization will be granted no later than 12pm on Monday, November 14, 2022. Please do not hesitate to contact us should you have any questions regarding this Proposal to provide services for the project described herein. We understand that if our Proposal is acceptable, you will so advise us, and then issue a Purchase Order in accordance with the said Engineering Consulting Contract that exists between the City and Nowak & Fraus Engineers (2020-2025).

Thank you for choosing Nowak & Fraus Engineers.

Sincerely,



Brett Buchholz, P.E.  
Principal



Paul Tulikangas, P.E.  
Associate/Engineering Manager

Enclosures

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE  
PONTIAC, MI 48342-5032

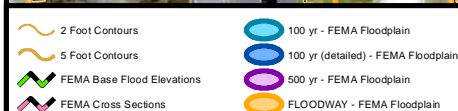
WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931  
FAX: 248.332.8257

**5H**



# Lincoln Hills GC



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

5H



David Coulter  
Oakland County Executive

Date Created: 11/2/2022



1 inch = 100 feet





November 10, 2022

Mr. Brett J. Buchholz, P.E.  
Principal  
Nowak & Fraus Engineers, Inc.  
47777 Woodward Avenue  
Pontiac, Michigan 48342

RE: Proposal for Geotechnical Investigation  
Lincoln Hills Golf Course Hole #1 Path Realignment  
Birmingham, Michigan  
G2 Proposal No: 220902

Dear Mr. Buchholz:

This letter will serve as our proposal and agreement to perform a geotechnical investigation for the proposed cart path and associated retaining walls at the Lincoln Hills Golf Course in Birmingham, Michigan. We understand the existing cart path between the two tee boxes leading to the west side of the pond is too steep and will be relocated west of the tee boxes with a flatter grade. Timber retaining walls with an approximate maximum height of 6 feet encircle the north sides of the two tee boxes. The ground in front of the retaining walls slopes down toward the pond with an overall grade change of approximately 20 feet. We understand these retaining walls will be removed as part of the path realignment and one or both will be reconstructed using natural, stacked stone. An existing staircase is located west of the tee boxes. This staircase will be removed and reconstructed as part of the project.

## SCOPE OF WORK

A licensed professional engineer acting as a Project Manager will direct the soil exploration. Our proposed scope of services will consist of the following items:

### Geotechnical Investigation

1. Once the approximate pathway alignment is determined, G2 Consulting Group, LLC (G2) will field located the soil boring locations by measuring from existing site features using conventional taping methods.
2. G2 will contact the local utility locating company "MISS DIG". It should be noted that "MISS DIG" requires a minimum of 72 hours to locate utilities. Private utilities are not located by "MISS DIG". Therefore, any information you have pertaining to private utilities should be forwarded to us prior to drilling operations commencing. We will use reasonable care to avoid underground utilities; however, G2 will not be responsible for any damage to utilities not marked or incorrectly marked. In addition, any special access issues or requirements regarding the site should be provided to G2 prior to commencement of our on-site work.
3. G2 will drill a total of seven (7) soil borings in conjunction with the project. The borings will be performed at the approximate locations shown on the attached Proposed Soil Boring Location Plan, adjusted for proposed structure locations, at the following locations and depths:

[g2consultinggroup.com](http://g2consultinggroup.com)

<b>Headquarters</b>	1866 Woodslee St	Troy, MI 48083	P 248.680.0400	F 248.680.9745
<b>Ann Arbor</b>	1350 Eisenhower Pl	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
<b>Chicagoland</b>	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742



Structure/Purpose	Soil Boring Nos.	Proposed Depth
Retaining Wall Design/Global Stability	B-1 and B-2	40 feet
Global Stability	B-3	15 feet
Staircase/Cart Path	B-4 and B-5	15 feet
Cart Path	B-6 and B-7	5 feet

Our proposal fee is based on a total drilling depth of 135 vertical feet. We will obtain soil samples at regular intervals by the Standard Penetration Test Method (ASTM D 1586). The boreholes will be backfilled with auger cuttings after completion of drilling operations. It should be understood that some settlement of the borehole fill may occur and no future maintenance of the holes is included in our fee.

4. We will perform laboratory testing to determine the physical characteristics of the subsurface soils. The testing program may include determination of the unconfined compressive strength, dry density, natural moisture content, organic matter content, and soil classification in accordance with the Unified Soil Classification System.
5. We will prepare an engineering report summarizing our findings and presenting evaluations, conclusions, and recommendations about the following items:
  - Soil and groundwater conditions
  - Recommendations and design parameters for retaining walls
  - Allowable soil bearing pressures for different soil strata
  - Recommended foundation type(s) for the proposed staircase
  - Estimates of settlement associated with staircase foundations
  - Groundwater control in construction excavations
  - Recommendations for pathway construction, including design cross-sections
  - Earthwork operations to prepare the site for development, including requirements for undercuts, excavation support and for fill materials and placement
  - Other subsurface conditions which may impact design and construction of the proposed pathway, staircase, and retaining walls

### **Retaining Wall Design Services**

1. We will use the available geotechnical information and provided wall cross-sections and grading plan to develop retaining wall design sections.
2. We will develop detailed calculations for the critical cross-sections for the boulder walls. G2 will not be responsible for the selection, design or location of ancillary features such as ground surface treatment, surface drainage, fencing or vegetation. Design calculations will include internal stability, external stability, and global stability.
3. We will provide retaining wall details and specifications for Nowak & Fraus Engineers, Inc. (NFE) to use in the construction plans.
4. We will review the final construction plans and provide comments relative to the retaining wall details.



## Construction Engineering Services

- We will make site visits during construction to observe retaining wall and pathway construction and provide testing services for soil compaction operations. We will advise the contractor as to their conformance with the project plans and specifications. Testing is expected to include determination of the maximum dry density of soil per the Modified proctor method, ASTM D1557 and grain size distribution per ASTM D422. Percent compaction of retaining wall infill soil and bituminous concrete for pathway will be performed using a nuclear density gauge.

## PROFESSIONAL FEES

We propose to perform the services outlined in this proposal for the following fees:

<b>Geotechnical Investigation</b>	<b>\$10,275 Lump Sum</b>
<b>Retaining Wall Design Services</b>	<b>\$4,500 Lump Sum</b>
<b>Construction Engineering Services</b>	
<i>Modified Proctor Test (Granular Soil)</i>	<b>\$225 each</b>
<i>Grain Size Analysis</i>	<b>\$225 each</b>
<i>Construction Observation and Compaction Testing</i>	<b>\$550 per half day \$950 per full day</b>

Half day rate includes up to 4 hours of work including travel from our office in Troy, Michigan. Full day rate includes up to 8 hours of work including travel. Overtime hours in excess of 8 hours will be billed at \$104 per hour. We anticipate two modified proctor tests will be required, two grain size distribution tests, two full day site visit, and five half day site visits; therefore, our estimated total budget for the project is **\$19,600**. Should the number of proctor tests or site visits change, we will invoice for the actual number of tests performed and days worked.

The lump sum fee for the geotechnical investigation is based on using a track-mounted, all-terrain vehicle (ATV), rotary drilling rig to access the boring locations for a maximum of two days. If additional drilling is required due to poor soils, we will charge \$40 per foot of additional drilling to a depth of 50 feet. Our fees also do not include the repair or restoration of any landscape or hardscape damaged during our drilling operations.

Flowing confined aquifers are known to be present in the immediate vicinity. If confined aquifer conditions are encountered, we will terminate the soil boring and backfill the borehole with cement-bentonite grout. We will charge \$8 per foot of grouting, as required.

Should you or field conditions require additional work, beyond the scope outlined in this proposal, we would contact your office with an estimate and obtain your permission prior to performing such services. Charges for additional services, including meetings, will be based on the attached Fee and Rate Schedule.

## PROJECT SCHEDULE

Drilling operations can be scheduled within approximately 3 to 4 weeks following notice to proceed from the client and utility clearance through the MISS DIG network. Fieldwork is expected to take one to two days, provided weather and/or site conditions permit. The geotechnical report will be available within approximately 12 to 15 working days following completion of the field operations. Preliminary verbal



recommendations should be available within several days after completion of the drilling operations. We will provide an electronic (pdf) copy of the report.

Retaining wall design for initial submittal can be completed approximately 10 to 12 business days after notice to proceed.

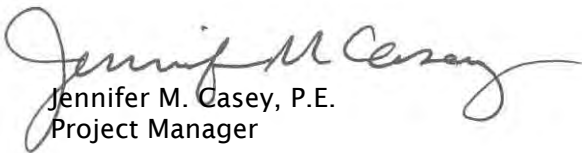
#### **TERMS AND CONDITIONS**

General conditions relating to the performance of our services are presented in the attached General Conditions and are made part of this proposal. As authorization, please return one signed copy or prepare a project specific Professional Services Agreement similar to past projects. The prices discussed in this proposal remain valid for a period of 60 days from the date of this proposal. After 60 days, we reserve the right to revise our prices.

We appreciate the opportunity to be of service to Nowak & Fraus Engineers, Inc. and the City of Birmingham and look forward to working with you on this project. If you have any questions regarding our proposed scope of work or any other matter pertaining to the project, please do not hesitate to call.

Sincerely,

**G2 Consulting Group, LLC**



Jennifer M. Casey, P.E.  
Project Manager



Noel J. Hargrave-Thomas, P.E.  
Principal

JMC/NJHT/ljv

Encl: Proposed Soil Boring Location Plan  
Fee and Rate Schedule  
General Conditions







## FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

### PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical, and clerical personnel according to the following schedule:

PER HOUR		
Principal	.....	\$201.00
Project Consultant	.....	\$185.00
Project Manager	.....	\$182.00
Senior Project Engineer	.....	\$147.00
Project Engineer	.....	\$142.00
Senior Environmental Scientist	.....	\$138.00
Senior Staff Engineer	.....	\$121.00
Staff Engineer	.....	\$104.00
Field Engineer	.....	\$104.00
Field Coordinator*	.....	\$100.00
Senior Technician*	.....	\$97.00
Technician II*	.....	\$90.00
Technician I*	.....	\$75.00
Word Processor*	.....	\$72.00

\*For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

A premium of 50 percent will be added to hourly rates for expert testimony and depositions.

G2 Consulting Group technicians include Engineering, Environmental, and Construction Materials technical specialists.

G2 operates on a strong project management system, and a Project Manager is appointed for each project.

### EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging, and Subsistence for Out of Town Travel ..... Cost + 15%

Printing, Reproduction, Photographs, Long Distance Telephone and  
Telecopier Charges, Shipping Charges and Material Purchases ..... Cost + 15%  
Vehicle Travel for Projects ..... \$0.80/Mile

### SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15 % service charge will be added to our invoices.

### INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on past due accounts.

We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.



## GENERAL CONDITIONS

### PUBLIC LIABILITY INSURANCE

We represent and warrant that we and our agents, staff and consultants employed by us are protected by worker's compensation insurance and that we have coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance can be provided to the client upon request. Within the limits and conditions of such insurance, we agree to indemnify and save clients harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff or consultants employed by us. We shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. We shall not be responsible for any loss, damage or liability arising from any negligent acts by our client, its agents, staff and other consultants employed by client.

### LIMITATION OF PROFESSIONAL LIABILITY

In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our observation of work. Client recognizes that actual conditions may vary from those encountered at the location where borings, surveys or explorations are made by us or provided by others, and that our data, interpretations and recommendations are based solely on the information available to the client. We will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Client also recognizes that monitoring of construction by a qualified engineer is essential to verify that designs are appropriate for actual site conditions.

Should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty, the client agrees that the maximum aggregate amount of our liability and/or that of said professional employees shall be limited to \$25,000.00 or the amount of the fee paid us for professional services on this project, whichever amount is greater.

### WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the client is unwilling or unable to limit liability in accordance with the provisions set forth in the paragraph hereinbefore, we agree to waive this limitation upon written notice from the client received within ten (10) days after date of contract, and client agrees to pay us a sum equivalent to ten (10) percent additional of the total fee to be charged for the professional services, said sum to be called "Waiver of Limitation of Liability Charge". This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work in which there is no limitation of liability.

### RIGHT OF ENTRY

The client will provide for right of our entry and all necessary equipment, in order for us to complete the work. While we will take reasonable precautions to minimize any damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

### DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that client has made a reasonable effort to evaluate if hazardous materials including gases are on or near the project site, and that client has informed us of client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. We and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. We and client also agree that the discovery of unanticipated hazardous materials may make it necessary for us to take immediate measures to protect health and safety. Client agrees to compensate us for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

We agree to notify client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold us harmless for any and all consequences of disclosures made by us which are required by governing law. In the event the project site is not owned by client, client recognizes that it is client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.





Notwithstanding any other provisions of the agreement, client waives any claim against us and, to the maximum extent permitted by law, agrees to defend, indemnify, and save us harmless from any claim, liability, and/or defense costs for injury or loss arising from our discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delays of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by us which are found to be contaminated.

#### UTILITIES

In the prosecution of the work, we will take reasonable precaution to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures which are not called to our attention and correctly shown or described on the documents furnished.

#### OWNERSHIP OF DOCUMENTS

All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents we prepare, as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever. We will retain pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the client at reasonable times for a reasonable fee.

#### RESOLUTION OF DISPUTES

All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent we have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternate Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this agreement. If no specific ADR procedures are set forth in the agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in the judicial jurisdiction of the court where our principal place of business is located and the client waives the right to remove the action to any other judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

#### TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all our direct costs in completing such analyses, records and reports.

#### ASSIGNS

Neither the client nor our firm may delegate, assign, sublet or transfer its duties or interest in this agreement without the written consent of the party.

[g2consultinggroup.com](http://g2consultinggroup.com)

<b>Headquarters</b>	1866 Woodslee St	Troy, MI 48083	P 248.680.0400	F 248.680.9745
<b>Ann Arbor</b>	1350 Eisenhower Pl	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
<b>Chicagoland</b>	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742

## Representative Client Services

### Geotechnical Engineering

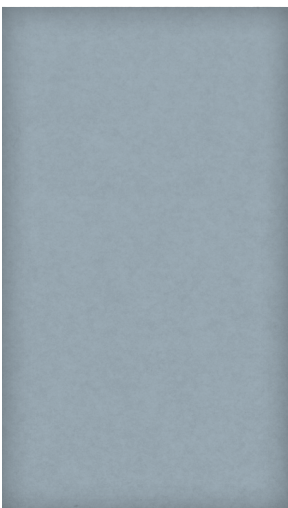
- Soil investigations, including soil borings and test pits
- Design recommendations for foundations, pavements, underground construction and earthwork
- Design of dewatering systems
- Soil dynamic studies, vibrations monitoring and evaluation
- Pile load tests, static and dynamic pile analyses
- Investigation of soil related failures
- Soil and foundation instrumentation
- Laboratory testing of soils

### Geoenvironmental Engineering

- Phase I/II Environmental Site Assessment (ESA)
- Baseline Environmental Assessments (BEA)
- National Environmental Policy Act (NEPA) compliance
- Due Care Plan
- Wetland determination/delineation
- Floodplain and wetland permitting
- Hazardous materials evaluations
- Comprehensive asbestos surveys
- Lead based paint evaluations
- Brownfield studies
- Environmental drilling and sampling
- Groundwater monitoring
- Indoor air quality studies
- Water Intrusion/mold evaluations

### Construction Engineering

- Field observation and testing
- Earthwork operations
- Foundation construction
- Concrete materials and placement
- Bituminous paving materials and placement
- Masonry
- Laboratory testing of aggregates, concrete, bituminous and masonry
- Construction material evaluation
- AASHTO Accredited Laboratory
- AASHTO R18
- ASTM C1077

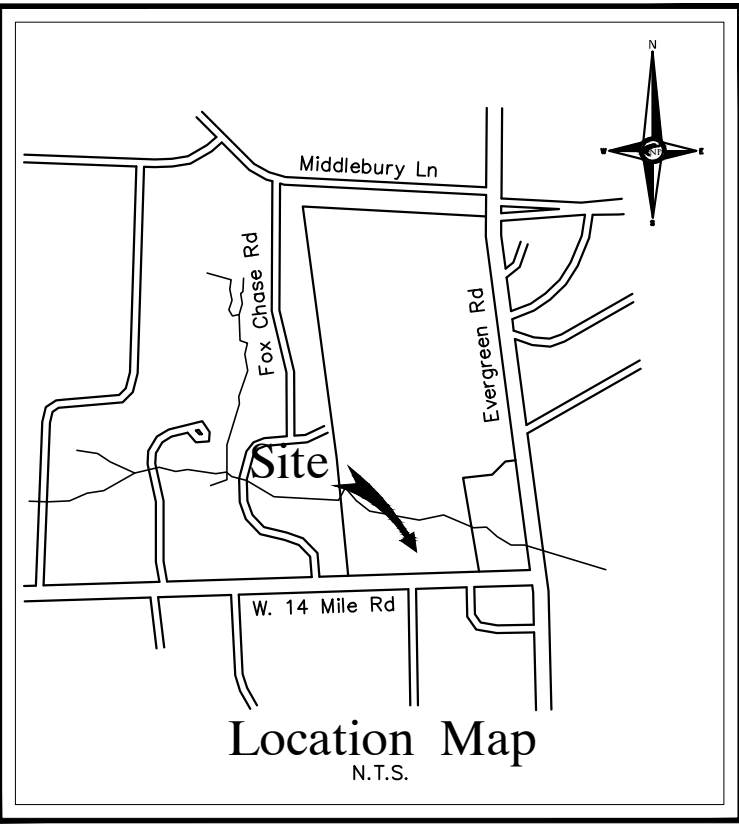


Earth Retention Wall Design and Construction

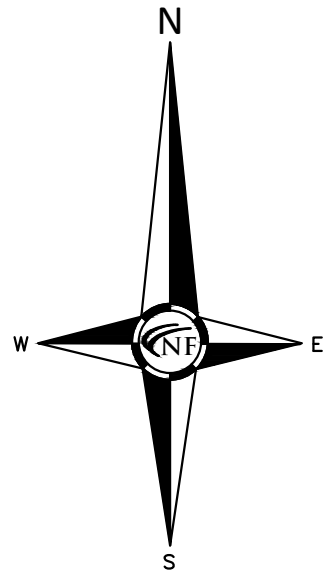


Road Infrastructure Design & Construction





Location Map  
N.T.S.



**NF**  
**ENGINEERS**  
CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
WWW.NFE-ENGR.COM

SEAL

PROJECT  
Lincoln Hills Golf Course  
Hole #1 Tee-Box & Cart  
Path Improvements

CLIENT  
Lincoln Hills Golf Course  
2666 W. 14 Mile Rd.  
Birmingham, MI 48009

PROJECT LOCATION  
Part of the SE ¼  
of Section 34  
T.2N., R.10E.,  
City of Birmingham,  
Oakland County, Michigan

SHEET  
Conceptual Site Plan



Know what's below  
Call before you dig.

DATE ISSUED/REVISED  
11-17-22 CONCEPT PLAN

DRAWN BY:  
J. Lawrey

DESIGNED BY:  
P. Tulikangas

APPROVED BY:  
P. Tulikangas

DATE:  
November 17, 2022

SCALE: 1" = 20'  
20 10 0 10 20 30

NFE JOB NO. SHEET NO.  
N342 SP1

PAVING LEGEND	
	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

LEGEND	
	MANHOLE
	HYDRANT
	MANHOLE CATCH BASIN
	UTILITY POLE
	GUY POLE
	GUY WIRE
	OVERHEAD LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN
	PR. SANITARY SEWER
	PR. WATER MAIN
	PR. STORM SEWER
	PR. R. Y. CATCH BASIN
	PROPOSED LIGHT POLE



CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
www.nfe-engr.com

**Lincoln Hills Golf Course - Birmingham, MI -  
Hole #1 Tee-Box & Cart Path Improvements  
ENGINEER'S CONCEPTUAL COST ESTIMATE - Site/Civil Work  
Based on Concept Drawing Dated 11/17/22**

Item	Description	Quantity	Unit	Unit Cost	Total Cost
I.	<b>Demolition &amp; Earthwork</b>				
	Earthwork Balancing (Cut/Fill/Haul-Off)	1	LS	\$ 50,000.00	\$ 50,000.00
	Remove Ex. Asphalt Cartpath	700	SY	\$ 15.00	\$ 10,500.00
	Remove Ex. Timber Retaining Wall	1	LS	\$ 15,000.00	\$ 15,000.00
	Remove Ex Tree	1	EA	\$ 2,000.00	\$ 2,000.00
	<b>Subtotal Demolition &amp; Earthwork</b>				<b>\$ 77,500.00</b>
II.	<b>Retaining Walls &amp; Steps</b>				
	Limestone Ledge Rock Retaining Wall	3500	FSF	\$ 50.00	\$ 175,000.00
	6" Underdrain	450	LF	\$ 25.00	\$ 11,250.00
	Replacement Steps and Handrail	1	LS	\$ 35,000.00	\$ 35,000.00
	<b>Subtotal Retaining Walls &amp; Steps</b>				<b>\$ 221,250.00</b>
III.	<b>Paving &amp; Restoration</b>				
	6" Thick Concrete Cart Path (10' Wide)	7,760	SF	\$ 8.00	\$ 62,080.00
	6" Thick 21AA Limestone Agregate Base	900	SY	\$ 10.00	\$ 9,000.00
	Lawn Restoration (3" Topsoil, Seed, Mulch Blankets)	3,800	SY	\$ 10.00	\$ 38,000.00
	Landscaping	1	LS	\$ 25,000.00	\$ 25,000.00
	<b>Subtotal Paving &amp; Restoration</b>				<b>\$ 134,080.00</b>
V.	<b>Soil Erosion Controls</b>				
	Silt Fabric Fencing	1,250	LF	\$ 2.25	\$ 2,812.50
	Construction Access Staging Area	500	SY	\$ 15.00	\$ 7,500.00
	<b>Subtotal Soil Erosion Controls</b>				<b>\$ 10,312.50</b>
	<b>SUB-TOTAL Site/Civil Estimate</b>				<b>\$ 443,142.50</b>
	<b>25% Contingency</b>				<b>\$ 110,785.63</b>
	<b>TOTAL Site/Civil Estimate</b>				<b>\$ 553,928.13</b>

Notes:

1. This list is for informational purposes only, and was prepared based upon the concept drawing dated 11-17-22.
2. The cost figures provided above are solely the opinion of the Engineer. The actual bid cost of construction will only be known after bids are received from Contractors. No guarantee can be given that the site improvements can be constructed for the opinion of cost stated above.
3. Excludes costs for surveying and design fees, and review, permit, inspection, and any other required municipal fees.





## MEMORANDUM

City Clerk's Office

**DATE:** November 28, 2022

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

**FROM:** Alexandria Bingham, City Clerk

**SUBJECT:** Special Event Application: 2022 Shain Park Menorah Lighting & Display

---

### INTRODUCTION:

Chabad Jewish Center of Bloomfield Hills has submitted a Special Event application to hold its 2022 Menorah Display for the Chanukah holiday in Shain Park beginning December 8, 2022, through January 4, 2023, with a lighting ceremony on Tuesday, December 20 from 4 p.m. to 6 p.m. Setup for the event is scheduled for the morning of Thursday, December 8. The event begins at 4:00 pm and concludes at 6:30 pm. Teardown of the display is scheduled for the morning of Wednesday, January 4.

### BACKGROUND:

The necessary departments reviewed the event details provided in the application and requested more information when needed. DPS, Planning, Building, Engineering, Police and Fire indicated approval. SP+ Parking has been notified of the event for planning purposes.

Events approved by the City Commission in Shain Park in December include:

Holiday tree lighting	December 2
Winter Market	December 2 - 4
Santa House & carriage rides	December 2 – 18 Saturdays & Sundays

### LEGAL REVIEW:

n/a

### FISCAL IMPACT:

n/a

### PUBLIC COMMUNICATIONS:

The Chabad Jewish Center of Bloomfield Hills notified residents, property owners and businesses about the details of this event by letter which was mailed at least two weeks prior to the commission meeting. The addresses that were notified were within 300 feet of the event space.

**SUMMARY:**

The City Commission is being asked to approve a special event permit for the 2022 Shain Park Menorah Lighting & Celebration to be held Tuesday, December 20, 2022, from 4 p.m. to 6 p.m., with setup the morning of Thursday, December 8, 2022. Teardown of the display will begin the morning of Wednesday, January 4, 2023.

**ATTACHMENTS:**

1. Special event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated 11/13/2022. Notification addresses are on file in the Clerk's Office.
3. Hold harmless agreement
4. Department approval page with comments and estimated costs

**SUGGESTED COMMISSION ACTION:**

To make a motion adopting a resolution to approve a special event permit as requested by the Chabad Jewish Center of Bloomfield Hills to hold the 2022 Shain Park Menorah Lighting & Celebration on Tuesday, December 20, 2022, and to display the Menorah in Shain Park from December 8, 2022 to January 4, 2023, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event.

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

SEP 19 2022

RECEIVED

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

Police Department acknowledgement: \_\_\_\_\_

**I. EVENT DETAILS**

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

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

(Please print clearly or type)

Date of Application 9/19/2022

Name of Event Shain Park Menorah Lighting

Detailed Description of Event (attach additional sheet if necessary) Annual Menorah display in Shain Park for the Chanukah holiday. One night of the holiday will be a community Menorah lighting event.

Location Shain Park

Date(s) of Event Dec. 20 Hours of Event 4-6 pm

Date(s) of Set-up Dec. 8 Hours of Set-up Morning

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

Date(s) of Tear-down Jan 4 Hours of Tear-down Morning

Organization Sponsoring Event Chabad Jewish Center of Bloomfield Hills

Organization Address 3805 Quarton Road, Bloomfield Hills, MI 48302

Organization Phone 248-949-6210

Contact Person Rabbi Levi Dubov

Contact Phone 248-949-6210

Contact Email rabbi@bhchabad.org

## II. EVENT INFORMATION

1. Organization Type Non-profit  
(city, non-profit, community group, etc.)
2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Sutar-Sutaruk-Meyer Foundation  
Contact: Stuart Sherman, stuart.sherman@sbcglobal.net
3. **\*The city encourages collaboration amongst non-profit organizations to bring the greatest benefit to the community. Please explain your efforts to do so** We would very much like to see how to partner with the various organizations/groups making events around the holiday season, to see how we can make the Menorah Lighting even better and to generate more awareness in the community.
4. Is the event a fundraiser? YES ☐ NO ☒  
List beneficiary \_\_\_\_\_  
List expected income \_\_\_\_\_ Attach information about the beneficiary.
5. First time event in Birmingham? YES ☐ NO ☒  
If no, describe This event and display is an annual fixture of downtown Birmingham
6. Total number of people expected to attend per day Approx 100-150 for lighting event
7. The event will be held on the following City property: (Please list)  
☐ Street(s) \_\_\_\_\_  
☐ Sidewalk(s) \_\_\_\_\_  
☒ Park(s) Shain Park



8. Will street closures be required? YES ☐ NO ☒  
**(Police Department acknowledgement prior to submission of application is required) (initial here)**

What parking arrangements will be necessary to accommodate attendance?  
Describe n/a

9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐  
**If yes, please provide number of staff to be provided and any specialized training received.**

Describe Volunteers from orginazation

10. Will the event require safety personnel (police, fire, paramedics)? YES ☐ NO ☒  
**(Police Department acknowledgement prior to submission of application is required.) (initial here)**

Describe While not necessary, a police presence would be most appreciated.

11. Will alcoholic beverages be served? YES ☐ NO ☒  
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☒ NO ☐

           Live            Amplification           

           ☒ Loudspeakers

Recorded Time music will begin 4:00 PM

Time music will end 6:30 PM

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

13. Will there be signage in the area of the event? YES ☐ NO ☒
- Number of signs/banners \_\_\_\_\_
- Size of signs/banners \_\_\_\_\_
- Submit a photo/drawing of the sign(s). **A sign permit may be required.**
14. Will food/beverages/merchandise be sold? YES ☐ NO ☒
- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
  - You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact [ehclerk@oakgov.com](mailto:ehclerk@oakgov.com) or 248-535-9612 to obtain Health Department approval.
  - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

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

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

### III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$10.00 each includes 1 bag For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$350.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? ☒ YES ☐ NO  
(show location of each on map) NOTE: Stakes are not allowed.

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

## SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Shain Park Menorah Lighting

EVENT DATE Dec. 20

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

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



Signature

9/19/2022

Date

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

---

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

- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)
- Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the Commission meeting.
- A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.
- If street closures are necessary, a map must be included with the letter to the affected property/business owners.



## Chabad Jewish Center of Bloomfield Hills

### SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: 11/13/2022

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

#### **EVENT INFORMATION**

NAME OF EVENT: Shain Park Menorah LOCATION: Shain park

DATE(S) OF EVENT: Wed, Dec 20.

HOURS OF EVENT: Approx. 4-6 pm.

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Annual Menorah display in Shain Park for the Jewish holiday of Chanukah. Dec. 20 will be a community lighting event.

DATE(S) OF SET-UP: Dec. 8 2022 HOURS OF SET-UP: Late morning

DATE(S) OF TEAR-DOWN: Jan. 4 2023 HOURS OF TEAR-DOWN: Late morning

DATE OF CITY COMMISSION MEETING: Monday November 28 2022 at 7 PM

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

EVENT ORGANIZER: Chabad Jewish Center of Bloomfield Hills

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

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



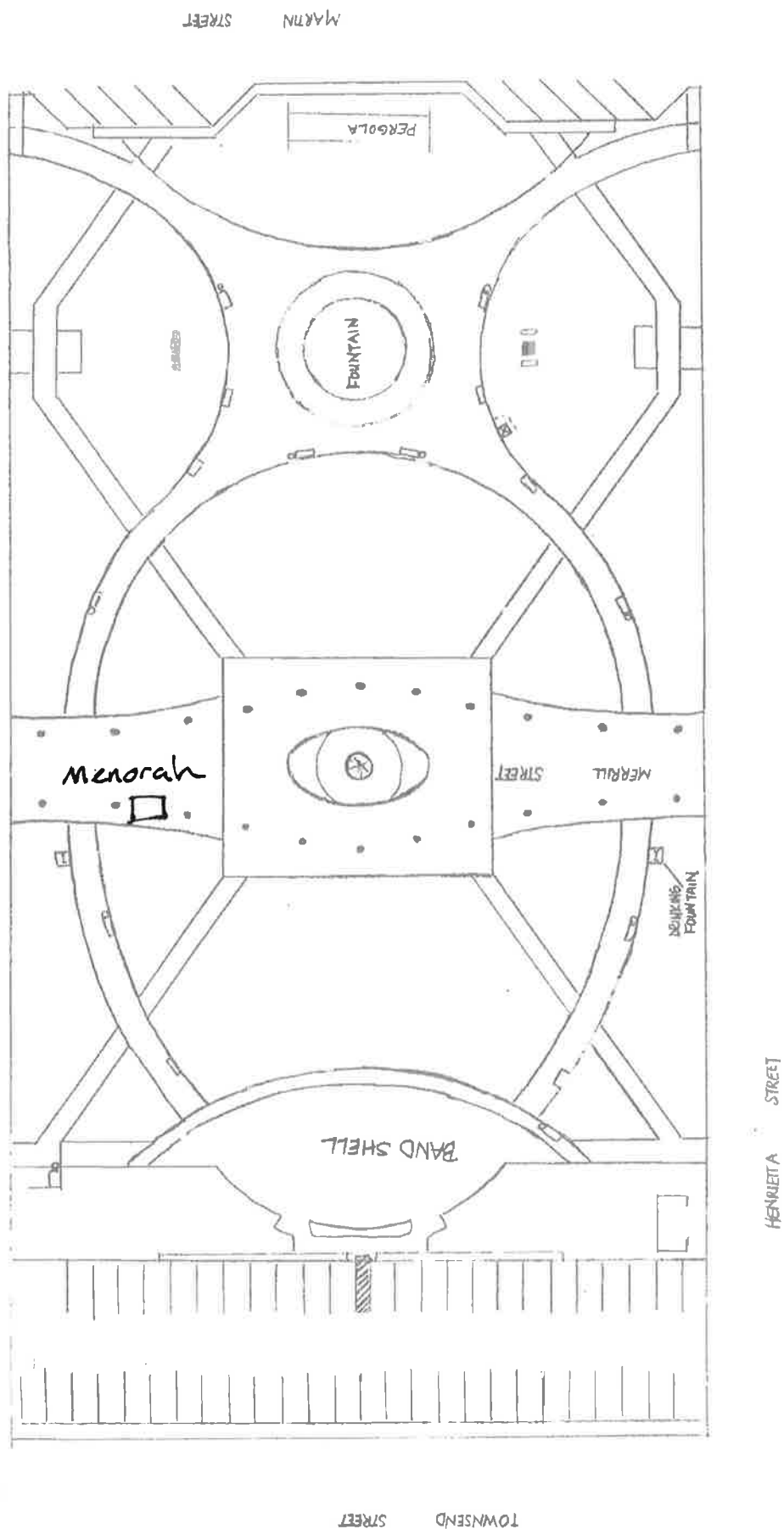
## Chabad Jewish Center of Bloomfield Hills

### **HOLD-HARMLESS AGREEMENT**

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

Rabbi Levi Dubov  
Director, Chabad Jewish Center  
of Bloomfield Hills

9/13/2021



Shain Park Map  
51







## DEPARTMENT APPROVALS

**LICENSE NUMBER # 22-00011946**

**EVENT NAME:**  
**COMMISSION HEARING DATE:**  
**DATE OF EVENT:**

**Shain Park Menorah Lighting**  
**November 28, 2022**  
**Dec 20, 2022; Set up Dec 8 - Jan 4**

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
<b>PLANNING</b> 101.0-000.000-636.0005 248.530.1855	TBC	No Cost / No Comment			
<b>BUILDING</b> 101.0-000.000.636.0005 248.530.1850	MJM	No department involvement.		\$0	
<b>FIRE</b> 101.0-000.000-636.0004 248.530.1900	JDP	No department involvement.		\$0	
<b>POLICE</b> 101.0-000.000.636.0003 248.530.1870	SG	On duty officers will provide extra patrol		\$0	\$0
<b>PUBLIC SERVICES</b> 101.0-000.000-636.0002 248.530.1642	CL	A representative from the DPS department requests to meet with the representative for the proper installation of the Menorah Display.		\$0	
<b>ENGINEERING</b> 101.0-000.000.636.0002 248.530.1839	sdz		NA	\$0	
<b>SP+ PARKING</b>	AF	Standard parking rates apply	NA	\$0	
<b>INSURANCE</b> 248.530.1807	CW	Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	\$0	\$0

<b>CLERK</b> <b>101.0-000.000-614.0000</b> 248.530.1803	CW	Notification letters mailed by applicant 11/13/22. Notification addresses on file in the Clerk's Office.		\$165 PD	
				<b>TOTAL DEPOSIT REQUIRED</b>  \$0	<b>ACTUAL COST</b>

**FOR CLERK'S OFFICE USE**

Deposit paid \_\_\_\_\_

Actual Cost \_\_\_\_\_

Due/Refund\_\_\_\_\_

Rev. 11/18/22

h:\shared\special events\general information\approval page.doc



## MEMORANDUM

Planning Division

**DATE:** November 28, 2022

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

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Public Hearing to amend Chapter 86 (Signs), Article 1, Table B to permit projecting signs to be located no higher than the sign band and no less than 8 ft. above grade

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### INTRODUCTION:

Article 1, Table B of the Sign Ordinance outlines various requirements for the different types of permitted business signs in the City. At present, the 'Maximum Height' for Projecting Signs (Wall Mounted) is "At the sign band and no less than 8 feet above grade."

At present, for a business seeking to install a projecting sign, the permitted location is determined by the location of the building's sign band. In Article 3.02 of the Sign Ordinance, 'Sign Band' is defined: "A horizontal band extending the full width of the building façade and located between the highest first floor windows and the cornice, or if there is more than one story, the highest first floor windows and the bottom of the second floor windows."

The Projecting Sign standards along with the definition of Sign Band means that the height of the first floor windows determines where these signs can be placed. Buildings with higher first floor ceilings and larger storefront windows—as several new developments have—are required to place signs higher than many older buildings with lower ceilings and smaller windows. Projecting signs are intended to be read by pedestrians standing on the sidewalk, however, when seeking to place these signs, some businesses must place their projecting sign at a height that makes it difficult or impossible for pedestrians to read from the sidewalk, or they must apply for a variance from the Board of Zoning Appeals.

### BACKGROUND:

On August 17<sup>th</sup>, 2022 ([Agenda – Minutes](#)), the Design Review Board reviewed proposed ordinance amendments to Article 1, Table B of the Sign Ordinance to allow projecting signs to be located no higher than the sign band and no lower than 8 ft. above grade.

On September 21<sup>st</sup>, 2022 ([Agenda – Minutes](#)), the Design Review Board held a public hearing for the proposed ordinance amendments and moved to recommend approval to the City Commission.

**LEGAL REVIEW:**

The City Attorney has reviewed the documentation as to form and substance and has no objections.

**FISCAL IMPACT:**

There are no fiscal impacts for this agenda item.

**PUBLIC COMMUNICATIONS:**

As required for proposed Sign Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on November 28<sup>th</sup>, 2022.

**SUMMARY:**

The Planning Division requests that the City Commission consider ordinance amendments to Chapter 86 (Signs), Article 1, Table B to add language to permit projecting signs to be located no higher than the sign band and no less than 8 ft. above grade.

**ATTACHMENTS:**

Please see the following attached documents:

- Proposed Ordinance Language

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting an ordinance to amend Chapter 86 (Signs), Article 1, Table B to add language to permit projecting signs to be located no higher than the sign band and no less than 8 ft. above grade.

CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE SIGN ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND CHAPTER 86 (SIGNS), ARTICLE 1, TABLE B, PERMANENT BUSINESS SIGN STANDARDS, TO AMEND THE PROJECTING SIGNS (WALL MOUNTED) MAXIMUM HEIGHT STANDARDS TO PERMIT PROJECTING SIGNS TO BE LOCATED NO HIGHER THAN THE SIGN BAND AND NO LESS THAN 8 FT. ABOVE GRADE.

TABLE B: PERMANENT BUSINESS SIGN STANDARDS					
Type of Sign	Permit Required	Maximum Area	Maximum Height	Illumination (see also Section 1.03)	Maximum Number
Projecting Signs (Wall Mounted)	Yes	7.5 square feet per side. 15 square feet total.	<del>At the sign band and no less than 8 feet above grade.</del>  <b>No higher than the sign band and no less than 8 feet above grade.</b>	Permitted.	Not within 20 ft. of any other projecting sign; this shall not deny any place of business at least one projecting sign.

ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 to become effective 7 days after publication.

\_\_\_\_\_  
Therese Longe, Mayor

\_\_\_\_\_  
Alex Bingham, City Clerk



## MEMORANDUM

Planning Division

**DATE:** November 28, 2022

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

**FROM:** Nicholas Dupuis, Planning Director

**SUBJECT:** Initial Bistro Screening - 2023

---

### INTRODUCTION:

In October of each year, the City Commission begins the bistro application review process to consider new bistro applications pursuant to [Chapter 10 \(Alcoholic Liquors\), Division 4](#) of the Birmingham Code of Ordinances.

### BACKGROUND:

The City Commission accepts new bistro applications, which are due on October 1 for the next calendar year. All bistro applications submitted for review must contain only the following information in 5 pages or less:

- A brief description of the bistro concept proposed, including type of food to be served, price point, ambience of bistro, unique characteristics of the operation, if any, and an explanation of how this concept will enhance the current mix of commercial uses in Birmingham;
- Proposed location, hours of operation and date of opening;
- Name of owner/operator and outline of previous restaurant experience; and
- Evidence of financial ability to construct and operate the proposed bistro.

At a single City Commission meeting in the fall of each year, the City Commission considers all applications for bistros, and selects which applications, if any, shall move forward to the Planning Board for a full Special Land Use Permit review. All applications forwarded to the Planning Board are required to provide additional information for review of the bistro as a SLUP including site plans, floor plans, sample menus, interior design details, evidence of financial capability, as well as any other information requested by the Planning Board.

The Planning Board will then conduct a Special Land Use Permit, Final Site Plan and Design Review. During this review, bistro applications will be evaluated by the Planning Board based on the criteria set forth in the Zoning Ordinance and Chapter 10, Alcoholic Liquors, Division 4,

Selection Criteria, of the City Code, and forwarded back to the City Commission with a recommendation from the Planning Board.

Finally, the City Commission will conduct public hearings to review the selected bistro applications and determine which, if any, bistros to approve for 2023, up to a maximum of two approvals for new establishments, and up to a maximum of two approvals for existing establishments that have been in operation for more than 5 years in the City.

The bistro application review process also provides that in the event that two bistro approvals are not granted as a result of the fall review period, the City will accept additional bistro applications for the current calendar year on or before April 1, 2023.

In accordance with the process outlined above, the following applicant submitted a summary for the initial review process prior to the October 1, 2022 deadline established by the City Commission:

- Birmingham Sushi – 377 Hamilton Row

The proposed bistro is located in the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit. Birmingham Sushi would be considered an existing establishment that has been in operation for more than 5 years in the City. Birmingham Sushi was approved for a bistro license in 2012 and recently lost their liquor license.

Should the City Commission wish to consider the application received as of October 1, 2022, the applicant will be given a time limit to verbally present their concepts to the City Commission, without the use of PowerPoint presentations, display boards or other visual aids. A suggested time frame would be a five minute presentation of the concept by the applicant, with a five minute period for questions from the City Commission. The City Commission will then discuss the application, and consider directing the application to the Planning Board for full Special Land Use Permit, Final Site Plan and Design Review.

#### LEGAL REVIEW:

The City Attorney has reviewed the submission and has no concerns as to form and content.

#### FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

#### PUBLIC COMMUNICATIONS:

If selected, the Special Land Use Permit, Final Site Plan and Design Review will be noticed in compliance with Article 7, Sections 7.01 and 7.35 of the Zoning Ordinance.

#### SUMMARY:

In accordance with the City's review process for bistros, the City Commission should review the attached submission packet and first consider whether the Commission would like the applicant to conduct a brief presentation and respond to any questions in order to determine whether to take further action regarding the application.

ATTACHMENTS:

- Birmingham Sushi

SUGGESTED ACTION:

Make a motion adopting a resolution to direct the bistro application for Birmingham Sushi to the Planning Board for a Special Land Use Permit, Final Site Plan and Design Review.

OR

To take no action on any bistro application at this time.





**Birmingham Sushi Café  
377 Hamilton Row  
Birmingham, Michigan 48009**

**Proposal for Bistro License  
October 1, 2022**

**Submitted by:  
Kelly A. Allen  
Adkison, Need, Allen, & Rentrop, PLLC  
39572 Woodward Ave., Suite 222  
Bloomfield Hills, MI 48304**

## **BIRMINGHAM SUSHI CAFÉ**

### **Background**

Birmingham Sushi Café has been a staple for Asian Cuisine in Birmingham for over 14 years. Birmingham Sushi Café operated as one of the first Bistro licenses, having operated with a Class C liquor redevelopment license since approximately 2014. In 2021, the ownership of the restaurant changed, and the license could not be transferred at that time. Therefore, the Bistro designation was lost, and the liquor license reverted to the State of Michigan.

The new ownership of Birmingham Sushi Café is Kim Fam Birmingham Sushi, Inc. The Kim family owns and operates Birmingham Sushi Café. The sole stockholder of the company is Brittany Kim. Together with her father, Mike, and her mother, Soon, the family works together tirelessly to deliver the excellent service and cuisine known to the city, its residents, and those who travel near and far to enjoy the food and traditional ambience.

Prior to owning and operating Birmingham Sushi Café, Mr. Kim worked at Shiro in Novi, as the executive sushi chef and manager.

The Kim family is desirous of returning to a full-service family restaurant, offering full bar service for the enjoyment of their customers.

### **Menu and Hours of Operation**

Birmingham Sushi Café's Menu includes a diverse range of authentic sushi and Japanese, Chinese, and Korean cuisine for reasonable prices. Mr. Kim is the full-time sushi chef, having over 16 years of experience.

The hours of operation are: Monday – Saturday, 11:00 am to 9:30 pm, and Sunday, 11:00 am to 9:00 pm.

### **Seating and Bistro Qualifications**

Birmingham Sushi Café has seating for 64 inside and 24 seats for outdoor dining. Birmingham Sushi Café has operated with an outdoor dining permit for many years.

Birmingham Sushi Café meets the qualifications of the Bistro Ordinance in that:

- Birmingham Sushi Café has been an existing restaurant for over 5 years.
- Alcohol will only be served to seated patrons.
- No dance area is provided.
- No entertainment is offered.
- Tables are located in the storefront.
- A minimum of 70% glazing is provided in the front of the building.
- Outdoor dining is provided.
- A special land use permit will be obtained, and a special land use contract will be executed.

### **Financial Feasibility Information**

The Kim's have operated Birmingham Sushi Café successfully without a liquor license and are financially stable. If approved for a Bistro license, Birmingham Sushi Café will be applying for a "redevelopment license" under the Michigan Liquor Code. The cost of this license is \$20,000. A bank statement showing this amount and their operating income can be provided separately.





## MEMORANDUM

Finance Department

**DATE:** November 18, 2022

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

**FROM:** Mark Gerber, Finance Director/Treasurer

**SUBJECT:** Revised Purchasing Guidelines

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### INTRODUCTION:

City staff is requesting revisions to the City's purchasing guidelines to update them for changes made to the City Charter.

### BACKGROUND:

On November 8, 2022, voters approved an amendment to the City's Charter that increased the limit for when formal bidding was required from \$6,000 to \$75,000. On November 14, 2022, the City Commission adopted those changes to the City Charter and City Ordinance. As a result of those changes, the purchasing guidelines are also recommended to be updated.

The purpose of the purchasing guidelines is to provide additional guidance and requirements for purchasing that is not found in the City Charter or City Ordinance. These guidelines ensure that City Staff are taking reasonable steps in obtaining the best price for the City when making purchases.

The current guidelines provide for 3 dollar levels of increased purchasing requirements: under \$2,500, \$2,500-\$6,000, and \$6,000 and over. The recommended changes to the guidelines would provide for 4 dollar levels of increased purchasing requirements: under \$2,500, \$2,500-\$25,000, and \$25,000-\$75,000. These levels have been developed based on monetary risk to the City and to provide for efficiency in purchasing. The recommended levels are explained in more detail below:

#### Under \$2,500 level

It is recommended that the City maintain this current purchasing level which allows a department head to make purchases of goods or services less than \$2,500. It is recommended that departments obtain at least 3 informal price quotes (for example, call and get pricing) from vendors but are not required to do so. There is low risk at this level of significant differences in pricing between vendors.

\$2,500 to \$25,000 level

At this level, departments are required to get formal written price quotes from at least 3 vendors or use cooperative purchasing. Department heads have authority to purchase up to \$10,000 if it is something that is budgeted. Amounts from \$10,000 - \$25,000 or non-budgeted purchases need City Manager approval. Any sole source purchasing needs justification and City Manager approval. Standard City agreements may be required at the City Manager's discretion.

\$25,001 to \$74,999 level

At this level, departments are required to get 3 formal written price quotes, or a cooperative purchasing vendor, signed contract with signatures from the department head, Finance Director, City Attorney, and City Manager. Any sole source purchasing needs justification and City Manager approval. If the purchase is not budgeted, or is over-budget, the purchase needs to be approved by the City Commission.

\$75,000 or greater level

Purchases in this range must follow the competitive bidding requirements found in section 2-280 of the City Code of Ordinances, be approved by the department head, Finance Director, City Attorney, City Manager, and City Commission.

Federal Grant Procurement

This section has been updated for the revised purchasing levels and changes in the Code of Federal Regulations (CFR).

**LEGAL REVIEW:**

The revisions to the guidelines were reviewed by the City Attorney and were approved.

**FISCAL IMPACT:**

The changes in the purchasing guidelines should reduce the amount of time required to make purchases of goods and services for the City while still providing substantial oversight by the City Manager and City Commission.

**PUBLIC COMMUNICATIONS:**

No public communications necessary.

**SUMMARY:**

It is recommended that the City Commission approve the revised purchasing guidelines as indicated.

**ATTACHMENTS:**

- Current purchasing guidelines (redline version)
- Revised purchasing guidelines (clean copy)

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the recommended changes to the purchasing guidelines.

## **City of Birmingham Purchasing Guidelines**

### **I. Purpose of Guidelines.**

These guidelines have been prepared to provide standardized policies and procedures for the purchase of supplies and contractual services by the City. The guidelines also define the responsibilities of both the Purchasing Agent/**Accounting Administrator** and the operating departments regarding the purchase and/or sale of goods. These guidelines are to be followed for the purchase of supplies and contractual services (as defined in the **City Charter Chapter 6 – Contracts and the City Code of Ordinances Chapter 2 – Administration, Article 7 – Finance, Division 2 – Purchases, Contracts, and Sales being sections 2-276 through 2-310**~~City Code, Title I, Chapter 7, Section 1.192~~):

### **II. Definitions**

Supplies -- all supplies, materials and equipment **having a value of \$5,000 or less**, but excluding land or any interest in land.

Contractual Services -- the rental, repair or maintenance of equipment, machinery and other City-owned property. It does not include professional, insurance, personal services or other contractual services which are in their nature unique.

**Professional and Other Services – services provided by individuals or firms which require specialized skills or trades, insurance, and other unique services.**

**Capital Assets – purchases of land, equipment, buildings and other public improvements having a value of \$5,000 and a service life of greater than 1 year.**

### **III. General Policies.**

- A. Comply with the City of Birmingham Charter and the City Code as it pertains to purchasing **and disposal of assets**. Specific references are:
  - 1. Charter, Chapter VI, Sections 1, 4 & 5
  - 2. Charter, Chapter II, Section 2, paragraph 2
  - 3. Charter, Chapter VII, Section 3(h)
  - 4. City Code, Title 1, Chapter 7
- B. Obtain from responsible vendors sufficiently high quality goods for the lowest possible price.



- C. Implement purchasing procedures which will facilitate the purchase of and payment for goods yet will provide sufficient internal controls.
- D. Provide departments with timely financial reports for purposes of budgetary controls. Order goods only if funds have been appropriated by City Commission.
- E. Purchase in quantity when practical in order to obtain discounts and minimize paper flow throughout the year.
- F. ~~Purchase recycled materials when practical.~~ Purchase materials or equipment that are sustainable when practical.
- G. Encourage competitive bidding among vendors; however, the City reserves the right to reject any or all bids or quotes and need not purchase from the lowest bidder.
- H. Issue purchase orders for all capital outlay and/or large ticket items which exceed ~~\$2,500~~ \$5,000 and have a useful life of 5 years or more.
- I. Orders shall not be artificially subdivided in order to avoid complying with the bidding requirements.
- J. All City officials and employees involved in the purchase process will adhere to the requirements in Section 2-287 of the City Code of Ordinances and the

IV. Responsibilities of the Purchasing Agent/Accounting Administrator.

- A. Oversee the entire purchasing operation.
- B. Monitor the purchase of supplies and contracted services as well as the disposal of obsolete or surplus fixed assets.
- C. Place orders less than ~~\$6,000~~ \$75,000.
- D. Assist departments with their purchasing needs and ensure that proper purchasing procedures are being followed.
- E. Examine each requisition for purchase order and each requisition for payment to ensure that requests have been properly documented and authorized, that budgeted funds are available and that the account number classification is correct.
- F. ~~Seek competitive, sealed bids as required by the purchasing ordinance and assist departments with invitations for bids as needed.~~

- F. Ensure that all vendors with an expected annual payment of \$600 or greater have a valid W-9 on record.

V. Responsibilities of Operating Departments.

- A. Be familiar with and abide by the legal requirements for purchasing as specified in General Policies (II-4).
- ~~B. Obtain price quotes from at least three (3) vendors when the purchase exceeds \$2,500 but is less than \$6,000, or document reason for not obtaining price quote.~~
- ~~C. Obtain price quotes for purchases under \$2,500 when practical.~~
- B. Follow the purchasing methods outlined below.
- C. Prepare a requisition request for a purchase order for the following: as required below.
- D. If a vendor is expected to be paid over \$600 in a year, then a W-9 must be obtained from the vendor and forwarded to the Purchasing Agent/Accounting Administrator.

VI. Purchasing Methods

- A. The purchasing method to be used is based on the dollar amount of the purchase. To determine the dollar amount, departments should aggregate the amount of annual reoccurring purchases to be made from the vendor or the aggregate of the contract amounts under an agreement including any extensions.
- B. Petty Cash (\$50 or less):
  - 1. Legal Requirements -- The petty cash fund maintained by the Treasurer is to be used for the purchase of incidentals and may be authorized by Department Heads.
  - 2. City Policy -- Petty cash is to be used for non-repetitive items not exceeding \$50.
  - 3. Procedures
    - a. Any cash removed from the fund must be replaced by a pre-numbered petty cash voucher accompanied by a receipt or

invoice from the supplier of the item or service purchased.

- b. The receipt or invoice must detail the type and amount of the expenditure. The petty cash voucher must indicate the appropriate account number to which the purchase should be charged, and indicate the department head's approval.
- c. Each department that has a petty cash fund must designate one person to have custody and responsibility for the fund. This responsibility includes balancing the fund ~~periodically~~daily; requesting reimbursement of the fund; and insuring the funds are at all times in a locked and safe location.
- d. To insure accountability for each petty cash fund, the fund must be balanced ~~periodically based on use~~daily. Therefore, the sum of all unused cash and petty cash vouchers should equal the total of the respective department's petty cash total. If the actual balance is ever different from the amount that should be in the fund, the Finance Department should be contacted immediately.
- e. When requesting reimbursement of petty cash funds, the appropriate petty cash vouchers, along with supporting receipt, etc., must be submitted to the Treasurer's Office. This should be done at regular intervals to avoid running the fund too low. No reimbursements will be made without the required supporting documentation.

C. Purchases less than \$2,500:

- 1. Purchases may be made from any responsive vendor.
- 2. Informal price quotes from 3 vendors is recommended.
- 3. A purchase order is not required unless vendor requires one.
- 4. Agreements (if applicable) need to be reviewed by the City Attorney prior to purchase.
- 5. Department Head is authorized to approve purchase.

D. Purchases from \$2,500 to \$25,000.

- 1. Formal price quotes from 3 vendors is required or use of an approved cooperative purchasing organization or unit of government.

2. Purchase order is required.
3. Documentation of price quotes and vendor selection along with any signed agreement needs to be electronically attached to the purchase requisition in the system.
4. Standard City contract or a mutually agreeable contract approved by the City Attorney may be required at the City Manager's discretion.
5. Department Head is authorized to approve purchases up to \$10,000 if budgeted. Purchases of over \$10,000 or non-budgeted purchases need to be approved by the Department Head and City Manager.
6. Any sole source purchasing needs to be explained and approved by the City Manager.

E. Purchases from \$25,001 to \$74,999.

1. Formal specifications and price quotes from 3 vendors is required or use of an approved cooperative purchasing organization or unit of government.
2. Purchase order is required.
3. Documentation of price quotes and vendor selection and signed contract needs to be electronically attached to the purchase requisition in the system.
4. Standard City contract or a mutually agreeable contract approved by the City Attorney must be used. Contract must be signed and approved by the Department Head, Finance Director, City Attorney, and City Manager.
5. If this is a non-budgeted purchase or if the purchase will require a budget amendment, then the purchase must be approved by the City Commission.
6. Any sole source purchasing needs to be explained and approved by the City Manager.

F. Purchases of \$75,000 or greater.

1. Formal competitive bidding is required as outlined in the City Charter and City Code of Ordinances (section 2-280) or use of an approved cooperative purchasing organization or unit of government.
2. Purchase must be approved by the City Commission.

3. Purchase order is required.
4. Documentation of price quotes and vendor selection and signed contract needs to be electronically attached to the purchase requisition in the system.
5. Standard City contract or a mutually agreeable contract approved by the City Attorney must be used. Contract must be signed by the Department Head, Finance Director, City Attorney, City Manager, City Mayor, and City Clerk.

~~6. Orders for non-capital items which exceed \$2,500.~~

~~7. Orders for capital outlay which exceed \$2,500.~~

~~8. Blanket orders when requested or required.~~

~~E. Prepare a request for payment for:~~

~~9. Any items ordered directly.~~

~~10. Any invoices received by the department for which a purchase order had not been prepared.~~

~~F. Maintain a current bidders list and/or use the Michigan Intergovernmental Trade Network (MITN) vendor data base as the current bidders list.~~

## ~~VII. Purchasing Policies Under \$6,000.~~

~~A. Legal requirements:~~

~~1. Only the City Manager, Purchasing Agent or Department Heads are authorized to approve purchases from \$1 to \$6,000.~~

~~2. Budgeted funds must be available prior to placing the order.~~

~~B. City policy:~~

~~1. Blanket orders -- Blanket orders are to be issued as requested at the beginning of the fiscal year to those vendors from whom we purchase minor supply items repeatedly throughout the year. Blanket orders will not be encumbered against departmental budgets but will be expensed as payments are made.~~

~~2. Orders for capital outlay -- Purchase orders are to be issued for all~~

~~capital outlay items exceeding \$2,500.~~

- ~~3. Other orders -- Purchase orders are to be issued when required by the vendor and/or the amount of the order exceeds \$2,500.~~

~~C. Procedures.~~

~~1. Blanket orders.~~

- ~~a. Upon the request of the Purchasing Agent, user department head or vendor, departments are to prepare approved requests for blanket purchase orders for approved vendors from whom they will be purchasing small repetitive items or services throughout the fiscal year and from whom items or services need to be acquired quickly in order to maintain operating efficiency. On the request, the department should list all funds and activities (e.g., 101-1008-708, 585-2518-942) which may be used under this blanket order. It is not necessary to specify the individual expenditure accounts.~~
- ~~b. The estimated annual expenditure per vendor should be specified on the request for purchase.~~
- ~~c. Blanket orders may not be used for any items properly chargeable to capital outlay accounts or for individual items in excess of \$100 with the exception of items bid on a per unit basis and purchased as needed, such as salt, gasoline, slag, top soil, etc.~~
- ~~d. As items are received against the blanket order, the packing slip or delivery ticket should be initialed by an authorized supervisor, the proper account number should be indicated and the payment should be entered by the receiving department as a direct pay into BS&A per established procedures.~~

~~2. Orders for Capital.~~

- ~~a. Any order for capital outlay which exceeds \$2,500 but is less than \$6,000 shall be placed via purchase order.~~
- ~~b. A Requisition for Purchase Order should be prepared after having obtained quotations from at least three (3) vendors and after having determined the lowest responsible bidder. In selecting the lowest responsible bidder, the Department Head should consider the standards set forth in the Purchasing Ordinance, Chapter 7, Title 1, Section 1.193(1) (a) (vii).~~

- ~~c. Purchase orders are normally issued every day. Therefore, Requisitions for Purchase Orders may be entered into the system at any time by the requesting department(s). The receiving/department copy of the Purchase Order will be delivered to the requesting department once the Purchase Order has been prepared.~~
- ~~d. Vendors will be instructed to send invoices directly to the department for which the goods are being ordered.~~
- ~~e. When the order and invoice are received, the invoice should be initialed, dated and forwarded to Purchasing, with any packing slip(s) attached. The Purchase Order number should be noted on the invoice. This document gives Purchasing the authority to pay the invoice.~~

### ~~3. All Other Orders.~~

- ~~a. Orders which are not for capital outlay and which do not exceed \$2,500 may be placed directly by departments without the need for a Purchase Order. Vendors should be instructed to send invoices directly to the department placing the order.~~
- ~~b. Whenever practical, quotations should be obtained from at least three (3) vendors and the order placed with the lowest responsible bidder in consideration of the standards set forth in the Purchasing Ordinance Chapter 7, Title 1, Section 1.192 (1)(a)(vii).~~
- ~~c. When the order and invoice have been received, the payment should be entered by the receiving department as a direct pay into HTE per established procedures.~~

- ~~4. If order forms, registration forms or other types of paperwork are to be sent to the vendor along with the payment, these items, *along with one copy of each*, should be attached to the payment's supporting documentation.~~

## ~~VIII. Purchases Over \$6,000.~~

### ~~A. Legal Requirements.~~

- ~~1. All contracts for purchases which exceed \$6,000 must be approved by~~



~~City Commission after the competitive bidding process has been completed.~~

~~2. Competitive bidding need not be conducted under the following circumstances:~~

~~a. Competitive bidding need not be conducted for purchases greater than \$6,000 but less than \$12,000 if 5/7 of City Commission members vote to dispense with this process.~~

~~b. A contract may be awarded by the City Commission for the purchasing 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.~~

~~3. An invitation for bids must be publicized "no less than five (5) days preceding the last day set for the receipt of ...bids."~~

~~4. The invitation must include a general description of the supplies or services to be purchased. It must also state where bid forms and specifications may be obtained, when they must be filed and when the bids will be opened.~~

~~5. Bidders shall be instructed to submit sealed bids which are clearly identified as bids on the outside of the envelope.~~

~~6. Bids are to be opened publicly at the time, place and date specified in the invitation for bids.~~

~~7. Bids are to be recorded, tabulated and available for public inspection.~~

~~8. The Purchasing Agent or Department Head shall determine and recommend the name of the lowest responsible bidder based on the criteria established in the Ordinance.~~

~~B. City Policies.~~

~~1. Competitive Bidding~~

~~a. Invitation for bids~~

~~1. Invitations for bids are to be placed in suitable trade or other publications, and/or on acceptable e-procurement~~

systems (such as the Michigan Intergovernmental Trade Network).

~~2. In addition, the Purchasing Agent or Department Head may solicit sealed bids from all persons who are on the most current "bidders" list by mailing them a copy of the public advertisement so as to acquaint them with the proposed purchase.~~

~~3. Invitations for bids sent to prospective bidders on the "bidders' list" shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the invitations are sent.~~

~~b. Bid opening~~

~~1. All bids received should be time-stamped and remain unopened until the date and hour of the bid opening.~~

~~c. Selection of Lowest Responsible Bidder~~

~~1. The City is not obligated to purchase from the lowest bidder. In addition, all bids may be rejected by City Commission if deemed to be in the best interests of the City.~~

~~2. All bidders, successful and unsuccessful, are to be notified of City Commission's decision.~~

~~3. Any bid bonds received from unsuccessful bidders are to be returned in a timely manner. Any deposits for specifications are to be returned upon receipt of the specifications.~~

~~2. Award of Contract~~

~~a. Formal written contract~~

~~1. The City Attorney's review and approval is required for all formal written contracts.~~

~~b. Purchase order~~

~~1. Follow procedures as specified in Section V, C2.~~

**VII. Emergency Purchases.**

- A. Legal Requirements -- Normal purchasing procedures may be circumvented only in the case of an emergency; that is, when there is "an apparent threat to the public safety, health or welfare of the City or its citizens."
- B. City Policy -- Emergency purchases may be made in accordance with **Section 2-286 of the City Code of Ordinances** ~~the ordinance at the discretion of the City Manager.~~

~~VIII. Petty Cash Purchases.~~

- ~~a. Legal Requirements -- The petty cash fund maintained by the Treasurer is to be used for the purchase of incidentals and may be authorized by Department Heads.~~
- ~~b. City Policy -- Petty cash is to be used for non-repetitive items not exceeding \$50.~~
- ~~c. Procedures~~
  - ~~i. Any cash removed from the fund must be replaced by a pre-numbered petty cash voucher accompanied by a receipt or invoice from the supplier of the item or service purchased.~~
  - ~~ii. The receipt or invoice must detail the type and amount of the expenditure. The petty cash voucher must indicate the appropriate account number to which the purchase should be charged, and indicate the department head's approval.~~
  - ~~iii. Each department that has a petty cash fund must designate one person to have custody and responsibility for the fund. This responsibility includes balancing the fund daily; requesting reimbursement of the fund; and insuring the funds are at all times in a locked and safe location.~~
  - ~~iv. To insure accountability for each petty cash fund, the fund must be balanced daily. Therefore, the sum of all unused cash and petty cash vouchers should equal the total of the respective department's petty cash total. If the actual balance is ever different from the amount that should be in the fund, the Finance Department should be contacted immediately.~~
  - ~~v. When requesting reimbursement of petty cash funds, the appropriate petty cash vouchers, along with supporting receipt, etc., must be submitted to the Treasurer's Office. This should be done at regular intervals to avoid running the fund too low. No reimbursements will be made without the required supporting documentation.~~

~~IX. Request for Manual Checks.~~

~~a. City Policy~~

- ~~i. Because manual checks are issued prior to City Commission approval, they are to be used only when absolutely necessary and are subject to approval by the Finance Director.~~

~~b. Procedures~~

- ~~i. Prepare a written request for payment that:~~

~~1. Is clearly marked "MANUAL CHECK."~~

~~2. Indicates the date the check is needed.~~

~~3. Includes all necessary information, including vendor name/number, account number, and the department head (or authorized designee's) signature.~~

- ~~ii. Attach all supporting documentation.~~

- ~~iii. Deliver to Purchasing Agent or Purchasing Clerk.~~

- ~~iv. The check will be prepared upon approval of the Finance Director.~~

- ~~v. The check will be mailed or delivered immediately upon completion.~~

~~X. Purchase of Recycled Materials.~~

- ~~a. City Policy -- City Commission recommended the purchase of recycled paper whenever possible at the meeting of May 23, 1988. Further, at its meeting of May 14, 1990, the City Commission passed a resolution whereby all attempts to purchase supplies, materials and equipment with recycled materials will be incorporated and aggressively pursued.~~

**VIII. Disposal of Obsolete, Worn or Surplus Supplies.** Items determined to be of surplus nature, i.e., those items deemed of no further use to the city and/or which are obsolete or worn out, shall be subject to disposal in the following manner:

- A. An item with an original value of less than \$2,500 shall be disposed of by the best and most efficient means in the judgment of the using department and the finance department, taking into account such factors as storage and handling costs and advertising.
- B. An item with an original value of \$2,500 to \$6,000 **\$75,000** shall be disposed of

in one of the following methods:

1. Sale after obtaining informal quotes.
  2. Auction.
  3. Manufacturer trade in.
  4. By the best and most efficient means in the judgment of the using department and the finance department, taking into account such factors as storage and handling costs and advertising, with the approval of the city manager.
- C. An item with an original value in excess of ~~\$6,000~~ **\$75,000** shall be disposed of in one of the following methods:
1. Sale after obtaining formal quotes and going through the bid procedure.
  2. Auction.
  3. Manufacturer trade in.
  4. By the best and most efficient means in the judgment of the using department and the finance department, taking into account such factors as storage and handling costs and advertising, with the approval of the city commission.

## **IX. Procurement for Federally Funded Projects**

- A. City Policy – Purchases using federal grants shall conform to ~~the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants as revised below.~~ **2 CFR (Code of Federal Regulations) sections 200.318 through 200.327**
- B. Methods of Procurement – The City will use one of five methods of procurement when using federal funds: Micro-Purchase; Small Purchase; Sealed Bids; Competitive Proposal; Noncompetitive Proposal (Sole Source).
- C. Micro-Purchase Method
1. Purchases less than \$2,500 can be made without soliciting quotes from qualified suppliers.
  2. To the extent practicable, micro-purchases must be distributed equitably amongst qualified suppliers.

D. Small Purchase Method

1. Purchases between \$2,500 and ~~\$6,000~~ **\$75,000** requires quotations from at least 3 qualified sources.
2. If a Department Head chooses a supplier other than the lowest cost supplier, they must document the reasons for choosing the other supplier.
3. A purchase order must be created by the responsible department and the quotations and any other relevant documents **electronically attached to the purchase order in the financial system.**

E. Sealed Bids

1. Purchases ~~\$6,000~~ **\$75,000** or greater must use either sealed bid procurement or competitive proposal. Sealed bid is the “preferred method” for construction project funded with federal grant funds.
2. Requests for bids must be publicly advertised using the MITN vendor database. Other publications that are widely distributed may be used in addition to MITN.
3. The contract will be awarded to the lowest responsive and responsible bidder.
4. Any or all bids may be rejected if there is a sound documented reason.
5. Documentation of all the bids received and a bid table must be maintained by the responsible department for audit purposes. If the lowest bidder was not selected, the reasons for the non- selection must also be kept with the bids.
6. In purchases exceeding the Simplified Acquisition Threshold (currently at \$150,000 and adjusted annually), the City must make an independent estimate of the cost of the procurement prior to receiving bids or proposals.
7. The City must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where a cost analysis is performed.

F. Competitive Proposal

1. Purchases ~~\$6,000~~ **\$75,000** or greater when the sealed bid method is not appropriate.
2. Requests for bids must be publicly advertised using the MITN vendor database. Other publications that are widely distributed may be used in addition to MITN.
3. Request for Proposals must include the evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent possible.
4. A written method for conducting technical evaluations of the proposals and selecting of the supplier must be prepared before the receipt of proposals.
5. Documentation of the evaluation factors, the technical review, and the selection of the proposal must be maintained by the responsible department for audit purposes.
6. In purchases exceeding the Simplified Acquisition Threshold (currently at \$150,000 and adjusted annually), the City must make an independent estimate of the cost of the procurement prior to receiving bids or proposals.
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G. Noncompetitive Proposals (Sole Source)

1. City may only use noncompetitive proposals if one or more of the following circumstances apply:
  - a. The item is available only from one source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the City;



- d. After solicitation of a number of sources, competition is determined inadequate.
2. Documentation of reason for procurement under noncompetitive proposals is crucial in preventing questioned costs. Therefore, all decisions under this procurement must be well documented and **electronically** attached to a purchase order **in the financial system**.

#### H. Competition

1. Policy – It shall be the policy of the City to encourage an open and competitive procurement process. This will be accomplished as follows:
  - a. Contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.
  - b. No unreasonable requirements must be placed on firms in order for them to qualify to do business.
  - c. No unnecessary experience or excessive bonding requirements must be included in the bids/proposals.
  - d. Noncompetitive contracts to consultants that are on retainer contracts will not be made.
  - e. Brand names will not be used in bids unless “or equal product” is included and a description of the performance or other relevant requirement of the purchase is stated.
  - f. State or local geographical preferences will not be included in the evaluations of bids/proposals unless specifically allowed by Federal statute.
  - g. Bid advertisement must be placed in enough qualified sources as to ensure maximum open and free competition.

#### I. Use of Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.

1. The City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used when possible.
2. If the City's contractor is using subcontractors, the contractor must also take steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used when possible.

**J. Domestic Preferences for Procurements**

1. As appropriate and to the extent consistent with law, the City should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufacturing products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
  - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States.
  - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics, and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

**K. Procurement of Recovered Materials**

1. The City and its contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; where the purchase price of the item exceeds \$10,000.

L. Bonding Requirements

1. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (currently set at \$150,000 and adjusted annually), the minimum bonding requirements must be followed (unless a Federal awarding agency has granted a lower amount or waiver of some of the requirements):
  - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, other negotiable instrument accompanying a bid.
  - b. A performance bond on the part of the contractor for 100 percent of the contract price.
  - c. A payment bond on the part of the contractor for 100 percent of the contract price.

M. Other Contract Provisions

1. Contracts for more than the Simplified Acquisition Threshold (currently set at \$150,000 and adjusted annually), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Contracts in excess of \$10,000 must address termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
3. Contracts that meet the definition of “federally assisted construction contract” under 41 CFR Part 60, must include the equal opportunity clause provided under 41 CFR 60-1.4(b).
4. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the City must include a provision for compliance with the Davis-Bacon Act.
5. A contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM).
6. Contractors that apply or bid for an award of \$100,000 or more must file the Byrd Anti-Lobbying Amendment required certification.

N. Gifts, Rebates Prohibited; Conflict of Interest Prohibited

1. 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.
2. The City will not enter into a contract to furnish supplies or contractual services to the City from any city official, his or her spouse, child or parent, for from any corporation, association or partnership in which any city official, his or her spouse, child or parent, has any direct or indirect interest. Ownership of less than (1%) 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 section.
3. Every written contract entered into by the City shall contain a provision to the effect that if subsequent to entering into the contract a city official, has or her 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 with thirty (30) days after the City has given notification of the disqualifying interest.
4. Violation of any part of this section will result in disciplinary action as outlined in the City's Ethics Ordinance.

**City of Birmingham  
Purchasing Guidelines**

I. Purpose of Guidelines.

These guidelines have been prepared to provide standardized policies and procedures for the purchase of supplies and contractual services by the City. The guidelines also define the responsibilities of both the Purchasing Agent/Accounting Administrator and the operating departments regarding the purchase and/or sale of goods. These guidelines are to be followed for the purchase of supplies and contractual services (as defined in the City Charter Chapter 6 – Contracts and the City Code of Ordinances Chapter 2 – Administration, Article 7 – Finance, Division 2 – Purchases, Contracts, and Sales being sections 2-276 through 2-310:

II. Definitions

Supplies -- all supplies, materials and equipment having a value of \$5,000 or less, but excluding land or any interest in land.

Contractual Services -- the rental, repair or maintenance of equipment, machinery and other City-owned property. It does not include professional, insurance, personal services or other contractual services which are in their nature unique.

Professional and Other Services – services provided by individuals or firms which require specialized skills or trades, insurance, and other unique services.

Capital Assets – purchases of land, equipment, buildings and other public improvements having a value of \$5,000 and a service life of greater than 1 year.

III. General Policies.

A. Comply with the City of Birmingham Charter and the City Code as it pertains to purchasing and disposal of assets. Specific references are:

1. Charter, Chapter VI, Sections 1, 4 & 5
2. Charter, Chapter II, Section 2, paragraph 2
3. Charter, Chapter VII, Section 3(h)
4. City Code, Title 1, Chapter 7

B. Obtain from responsible vendors sufficiently high quality goods for the lowest possible price.

C. Implement purchasing procedures which will facilitate the purchase of and

payment for goods yet will provide sufficient internal controls.

- D. Provide departments with timely financial reports for purposes of budgetary controls. Order goods only if funds have been appropriated by City Commission.
- E. Purchase in quantity when practical in order to obtain discounts and minimize paper flow throughout the year.
- F. Purchase materials or equipment that are sustainable when practical.
- G. Encourage competitive bidding among vendors; however, the City reserves the right to reject any or all bids or quotes and need not purchase from the lowest bidder.
- H. Issue purchase orders for all capital outlay and/or large ticket items which exceed \$5,000 and have a useful life of 5 years or more.
- I. Orders shall not be artificially subdivided in order to avoid complying with the bidding requirements.
- J. All City officials and employees involved in the purchase process will adhere to the requirements in Section 2-287 of the City Code of Ordinances and the

IV. Responsibilities of the Purchasing Agent/Accounting Administrator

- A. Oversee the entire purchasing operation.
- B. Monitor the purchase of supplies and contracted services as well as the disposal of obsolete or surplus fixed assets.
- C. Place orders less than \$75,000.
- D. Assist departments with their purchasing needs and ensure that proper purchasing procedures are being followed.
- E. Examine each requisition for purchase order and each requisition for payment to ensure that requests have been properly documented and authorized, that budgeted funds are available and that the account number classification is correct.
- F. Ensure that all vendors with an expected annual payment of \$600 or greater have a valid W-9 on record.

V. Responsibilities of Operating Departments.

- A. Be familiar with and abide by the legal requirements for purchasing as specified in General Policies.
- B. Follow the purchasing methods outlined below.
- C. Prepare a requisition request for a purchase order as required below.
- D. If a vendor is expected to be paid over \$600 in a year, then a W-9 must be obtained from the vendor and forwarded to the Purchasing Agent/Accounting Administrator.

VI. Purchasing Methods

- A. The purchasing method to be used is based on the dollar amount of the purchase. To determine the dollar amount, departments should aggregate the amount of annual reoccurring purchases to be made from the vendor or the aggregate of the contract amounts under an agreement including any extensions.
- B. Petty Cash (\$50 or less):
  - 1. Legal Requirements -- The petty cash fund maintained by the Treasurer is to be used for the purchase of incidentals and may be authorized by Department Heads.
  - 2. City Policy -- Petty cash is to be used for non-repetitive items not exceeding \$50.
  - 3. Procedures
    - a. Any cash removed from the fund must be replaced by a petty cash voucher accompanied by a receipt or invoice from the supplier of the item or service purchased.
    - b. The receipt or invoice must detail the type and amount of the expenditure. The petty cash voucher must indicate the appropriate account number to which the purchase should be charged, and indicate the department head's approval.
    - c. Each department that has a petty cash fund must designate one person to have custody and responsibility for the fund. This responsibility includes balancing the fund periodically;



requesting reimbursement of the fund; and insuring the funds are at all times in a locked and safe location.

- d To insure accountability for each petty cash fund, the fund must be balanced periodically based on use. Therefore, the sum of all unused cash and petty cash vouchers should equal the total of the respective department's petty cash total. If the actual balance is ever different from the amount that should be in the fund, the Finance Department should be contacted immediately.
- e When requesting reimbursement of petty cash funds, the appropriate petty cash vouchers, along with supporting receipt, etc., must be submitted to the Treasurer's Office. This should be done at regular intervals to avoid running the fund too low. No reimbursements will be made without the required supporting documentation.

C. Purchases less than \$2,500:

- 1. Purchases may be made from any responsive vendor.
- 2. Informal price quotes from 3 vendors is recommended.
- 3. A purchase order is not required unless vendor requires one.
- 4. Agreements (if applicable) need to be reviewed by the City Attorney prior to purchase.
- 5. Department Head is authorized to approve purchase.

D. Purchases from \$2,500 to \$25,000.

- 1. Formal price quotes from 3 vendors is required or use of an approved cooperative purchasing organization or unit of government.
- 2. Purchase order is required.
- 3. Documentation of price quotes and vendor selection along with any signed agreement needs to be electronically attached to the purchase requisition in the system.
- 4. Standard City contract or a mutually agreeable contract approved by the City Attorney may be required at the City Manager's discretion.

5. Department Head is authorized to approve purchases up to \$10,000 if budgeted. Purchases of over \$10,000 or non-budgeted purchases need to be approved by the Department Head and City Manager.
6. Any sole source purchasing needs to be explained and approved by the City Manager.

E. Purchases from \$25,001 to \$74,999.

1. Formal specifications and price quotes from 3 vendors is required or use of an approved cooperative purchasing organization or unit of government.
2. Purchase order is required.
3. Documentation of price quotes and vendor selection and signed contract needs to be electronically attached to the purchase requisition in the system.
4. Standard City contract or a mutually agreeable contract approved by the City Attorney must be used. Contract must be signed and approved by the Department Head, Finance Director, City Attorney, and City Manager.
5. If this is a non-budgeted purchase or if the purchase will require a budget amendment, then the purchase must be approved by the City Commission.
6. Any sole source purchasing needs to be explained and approved by the City Manager.

F. Purchases of \$75,000 or greater.

1. Formal competitive bidding is required as outlined in the City Charter and City Code of Ordinances (section 2-280) or use of an approved cooperative purchasing organization or unit of government.
2. Purchase must be approved by the City Commission.
3. Purchase order is required.
4. Documentation of price quotes and vendor selection and signed contract needs to be electronically attached to the purchase requisition in the system.
5. Standard City contract or a mutually agreeable contract approved by the City Attorney must be used. Contract must be signed by the

Department Head, Finance Director, City Attorney, City Manager, City Mayor, and City Clerk.

VII. Emergency Purchases.

- A. Legal Requirements -- Normal purchasing procedures may be circumvented only in the case of an emergency; that is, when there is "an apparent threat to the public safety, health or welfare of the City or its citizens."
- B. City Policy -- Emergency purchases may be made in accordance with Section 2-286 of the City Code of Ordinances.

VIII. Disposal of Obsolete, Worn or Surplus Supplies. Items determined to be of surplus nature, i.e., those items deemed of no further use to the city and/or which are obsolete or worn out, shall be subject to disposal in the following manner:

- A. An item with an original value of less than \$2,500 shall be disposed of by the best and most efficient means in the judgment of the using department and the finance department, taking into account such factors as storage and handling costs and advertising.
- B. An item with an original value of \$2,500 to \$75,000 shall be disposed of in one of the following methods:
  - 1. Sale after obtaining informal quotes.
  - 2. Auction.
  - 3. Manufacturer trade in.
  - 4. By the best and most efficient means in the judgment of the using department and the finance department, taking into account such factors as storage and handling costs and advertising, with the approval of the city manager.
- C. An item with an original value in excess of \$75,000 shall be disposed of in one of the following methods:
  - 1. Sale after obtaining formal quotes and going through the bid procedure.
  - 2. Auction.
  - 3. Manufacturer trade in.
  - 4. By the best and most efficient means in the judgment of the using department and the finance department, taking into account such factors as storage and handling costs and advertising, with the approval of the city commission.

IX. Procurement for Federally Funded Projects

- A. City Policy – Purchases using federal grants shall conform to 2 CFR (Code of Federal Regulations) sections 200.318 through 200.327.
- B. Methods of Procurement – The City will use one of five methods of procurement when using federal funds: Micro-Purchase; Small Purchase; Sealed Bids; Competitive Proposal; Noncompetitive Proposal (Sole Source).
- C. Micro-Purchase Method
  - 1. Purchases less than \$2,500 can be made without soliciting quotes from qualified suppliers.
  - 2. To the extent practicable, micro-purchases must be distributed equitably amongst qualified suppliers.
- D. Small Purchase Method
  - 1. Purchases between \$2,500 and \$75,000 requires quotations from at least 3 qualified sources.
  - 2. If a Department Head chooses a supplier other than the lowest cost supplier, they must document the reasons for choosing the other supplier.
  - 3. A purchase order must be created by the responsible department and the quotations and any other relevant documents electronically attached to the purchase order in the financial system.
- E. Sealed Bids
  - 1. Purchases \$75,000 or greater must use either sealed bid procurement or competitive proposal. Sealed bid is the “preferred method” for construction project funded with federal grant funds.
  - 2. Requests for bids must be publicly advertised using the MITN vendor database. Other publications that are widely distributed may be used in addition to MITN.
  - 3. The contract will be awarded to the lowest responsive and responsible bidder.

4. Any or all bids may be rejected if there is a sound documented reason.
5. Documentation of all the bids received and a bid table must be maintained by the responsible department for audit purposes. If the lowest bidder was not selected, the reasons for the non- selection must also be kept with the bids.
6. In purchases exceeding the Simplified Acquisition Threshold (currently at \$150,000 and adjusted annually), the City must make an independent estimate of the cost of the procurement prior to receiving bids or proposals.
7. The City must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where a cost analysis is performed.

F. Competitive Proposal

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2. Documentation of reason for procurement under noncompetitive proposals is crucial in preventing questioned costs. Therefore, all decisions under this procurement must be well documented and electronically attached to a purchase order in the financial system.

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- 2. For purposes of this section:
  - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States.
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K. Procurement of Recovered Materials

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1. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (currently set at \$150,000 and adjusted annually), the minimum bonding requirements must be followed (unless a Federal awarding agency has granted a lower amount or waiver of some of the requirements):
  - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, other negotiable instrument accompanying a bid.
  - b. A performance bond on the part of the contractor for 100 percent of the contract price.
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1. Contracts for more than the Simplified Acquisition Threshold (currently set at \$150,000 and adjusted annually), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Contracts in excess of \$10,000 must address termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
3. Contracts that meet the definition of "federally assisted construction contract" under 41 CFR Part 60, must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

4. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the City must include a provision for compliance with the Davis-Bacon Act.
5. A contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM).
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1. 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.
2. The City will not enter into a contract to furnish supplies or contractual services to the City from any city official, his or her spouse, child or parent, for from any corporation, association or partnership in which any city official, his or her spouse, child or parent, has any direct or indirect interest. Ownership of less than (1%) 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 section.
3. Every written contract entered into by the City shall contain a provision to the effect that if subsequent to entering into the contract a city official, has or her 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 with thirty (30) days after the City has given notification of the disqualifying interest.
4. Violation of any part of this section will result in disciplinary action as outlined in the City's Ethics Ordinance.



Alex Bingham &lt;abingham@bhamgov.org&gt;

## Fwd: It's Time for Change: Let's lay sidewalks on Fairway Drive

1 message

Jana Ecker &lt;Jecker@bhamgov.org&gt;

Mon, Nov 14, 2022 at 5:41 PM

To: Alex Bingham <abingham@bhamgov.org>, Brooks Cowan <bcowan@bhamgov.org>, Nicholas Dupuis <ndupuis@bhamgov.org>, "Kearney, Ryan" <RKearney@bhamgov.org>, "Grewe, Scott" <Sgrewe@bhamgov.org>, Scott Zielinski <szielinski@bhamgov.org>, Melissa Coatta <mcoatta@bhamgov.org>  
 Cc: Tom Markus <tmarkus@bhamgov.org>

Please share the email and photos with the City Commission and the MMTB.

Thanks.

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

From: **Jana Ecker** <Jecker@bhamgov.org>

Date: Mon, Nov 14, 2022 at 5:40 PM

Subject: Re: It's Time for Change: Let's lay sidewalks on Fairway Drive

To: Wendy DeWindt <WDeWindt@doner.com>

Cc: tmarkus@bhamgov.org <tmarkus@bhamgov.org>

We will certainly provide your email to both the Multi-Modal Transportation Board and to the City Commission.

Thank you for sharing your thoughts with us.

On Mon, Nov 14, 2022 at 5:11 PM Wendy DeWindt <WDeWindt@doner.com> wrote:

Hi Tom and Jana –

Would you be able to advise how I get the below letter distributed to the MMTB members, Scott and Brooks? Not seeing email addresses for them on the city site. Would also like the City Commissioners to also receive a copy.

Please lmk – thank you!

--

To: Multi-Modal Board supporting the City of Birmingham

We are writing to express our support for sidewalks on Fairway Drive. We understand there is opposition from a strong vocal group so we would like it to be known there continue to be those in favor of them. This letter is also to acknowledge the challenging process that residents need to navigate when looking to initiate change within the City.

It goes without saying that sidewalks are simply safer. As recently as the past two weeks the kids on our street have had to walk to school/bus stops in the dark with dense fog with limited visibility. It was a Thursday, trash day, which adds another layer of complexity as there are trash cans up and down the street and garbage trucks weaving in and out. With leaves flanking either side of the street the kids find themselves walking down the middle of the street with low visibility to oncoming traffic nor oncoming traffic towards them. As they're approached by oncoming traffic they're forced into the growing leaf piles that regularly flank our street at this time of the year or are sent trapesing through neighboring lawns. Either of which has put them in an uncomfortable, position that is unsafe and or has left them

w/soaked shoes. Drivers could not see what was in front of them until they were on top of it and as you are likely aware, buses were delayed 15-20 minutes for low visibility. The fog was thick; visibility was limited. It was not safe.



**November 3, 2022**



**A common day on Fairway Drive during the Fall**

As we look ahead to winter we will find ourselves in a similar situation only this time it's often with snow and ice. Snow builds up on the sides and the kids walking down the middle of the street. If a snow storm comes our road is one of the last to get plowed. Cars approach or come from behind, kids are sent running into the same obstacles. It's not safe. Exasperating the issue, is fewer bus stops. With the lack of bus drivers there are now few stops, meaning longer walks for our kids.



## Winter 2020

Birmingham has named itself, *A Walkable Community* with the goal of laying sidewalks to connect all of the neighborhoods. And since doing so we've seen 2 sidewalks go in with one being on Oak Street adjacent to the cemetery. Please don't misunderstand, we are happy to see it. Optically however, it underscores the trouble we have with this process. The sidewalk wasn't laid in front of houses with families living in them. And on the other side of the street there already is a sidewalk. We seek to understand how this was prioritized ahead of others?

Furthermore, the process for change within the city of Birmingham is difficult, exhausting and contentious. Sidewalks on Fairlife Drive isn't a new topic. It's been going on for years, decades actually. Most recently sidewalks on Fairway Drive have resulted in public shaming and hostile actions not considered neighborly towards those who are in support of them. There's a lack of respect for opinions that aren't consistent with your own. It is reminiscent of the divide that's formed w/in our country. Over sidewalks on Fairway Drive. Really?



## 2017 article – a circular conversation that has no conclusion in sight.

It's time to consider changing the way we approach change. Stop pitting neighbors against each other. We need to put a stake in the ground and consider what's safest and in the best interest of our community. Let that guide and shape our decisions.

We look forward to seeing progress on this front in the very near future.

Wendy + Jonathan DeWindt

1979 Fairway Drive

cc:

Birmingham City Commission

Brooks Cowan

Scott Grewe

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***Jana L. Ecker***

***Assistant City Manager  
City of Birmingham  
248-530-1811***

**\*Important Note to Residents\***

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

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***Jana L. Ecker***

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## Fwd: Recap of Civility Day 2022

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**Tom Markus** <tmarkus@bhamgov.org>  
To: Alex Bingham <abingham@bhamgov.org>

Sun, Nov 20, 2022 at 12:00 PM

Next agenda commissioners report

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

From: **Elaine McLain** <emclain@bhamgov.org>  
Date: Fri, Nov 18, 2022 at 5:54 PM  
Subject: Fwd: Recap of Civility Day 2022  
To: Tom Markus <tmarkus@bhamgov.org>

Happy Friday.

Here is the Civility Project contact info  
discussed at the last meeting,

Elaine McLain  
Commissioner, City of Birmingham  
248-225-9903

Begin forwarded message:

**From:** Elaine McLain <ekmclain@gmail.com>  
**Date:** November 14, 2022 at 12:14:38 AM EST  
**To:** Elaine McLain <ekmclain@gmail.com>  
**Subject:** Fwd: Recap of Civility Day 2022

Elaine McLain  
248-225-9903

Consumer Advocate with avant-garde ethical business and municipal solutions. A passion for all things automotive.

Begin forwarded message:

**From:** The Civility Project <lynne@yourppl.com>  
**Date:** November 7, 2022 at 7:15:19 AM EST  
**To:** Elaine <ekmclain@gmail.com>  
**Subject:** Recap of Civility Day 2022  
**Reply-To:** The Civility Project <lynne@yourppl.com>



# THE Civility PROJECT

WITH NOLAN FINLEY & STEPHEN HENDERSON

Americans are best when they engage in civil conversation with people of opposing views. Today, many feel they can't be friends with those whose politics or perspectives are different.

**The Civility Project is changing that.**

**November 2022**



**10A1**

# **Inaugural Civility Day Brings 200 People to Oakland University, Sharing Ideas of Respect and Relationship Building**

Nearly 200 people attended the Civility Project's inaugural Civility Day conference Oct. 25 at Oakland University. Participants listened to expert panels discussing how to have respectful, productive conversations with those of opposing viewpoints and the importance of showing respect and building relationships with people who believe differently.

Civility Project founders and celebrated journalists Nolan Finley and Stephen Henderson began the day with an opening session that included Glenn McIntosh, OU's senior vice president for student affairs and chief diversity officer, with Lisa Nguyen from Delta Dental of Michigan moderating. Finley and Henderson explained how the Civility Project shares lessons learned from their 15-year+ friendship, despite their opposite political views.

"There's too much hatred in our culture today," Finley said. "We hate each other because we look different, because we think different. The Civility Project is trying to tone down the hate."

McIntosh discussed the importance of hosting the event on a college campus and instilling in young adults the value of listening to different viewpoints.

"We're always interjecting this thought of, 'can we do things slightly different?' 'Can we invite somebody into that group that you see as different?' That's where learning occurs," he said.

The Civility Project emphasizes getting to know the person behind their politics. getting to know someone before making judgments. A big part of that is actively listening to understand, instead of planning your response.

"Invest in the ideas that the other person is expressing, try to find value in what they're trying to say, trying to discern not just what they believe but WHY they believe it," Henderson said.

A panel entitled "Having Difficult Political Conversations" featured Michigan Congressman Fred Upton, a Republican, and Congresswoman Debbie Dingell, a Democrat. Similar to Finley and Henderson, the two discussed how they've

maintained a close friendship for many years – including potlucks with each other’s families – despite their opposing viewpoints. They emphasized the importance of bipartisanship in problem-solving and getting to know the opposition, even when it’s difficult.

Dingell said she intentionally makes an effort to sit next to Republican colleagues and meet with constituents who oppose her.

They said there’s a lot of pressure to stick with your political party – especially with tight voting margins - but emphasized the need to vote your values, rather than your party.

“Stay your course; keep your compass,” Upton said.

Our democracy is in trouble, Dingell warned, adding that we must take action before things worsen.

“The division that we are seeing in this country by fear and hatred, the pitting against each other, the undermining of people’s confidence in institutions, including our elections, is a danger that everybody needs to recognize,” she said. “Stand up to hate! We all have a responsibility to protect our democracy.”

In “The History of Dehumanization” panel, featuring Rabbi Eli Mayerfeld from the Zekelman Holocaust Center, with Finley and Henderson, Mayerfeld discussed the origins of Nazi Germany and the importance of understanding how atrocities like the Holocaust began in order to prevent them from happening again.

While the United States has more individual protections than Germany did, Mayerfeld said Nazis came to power by blaming Jewish people for Germany’s problems and separating them from society. One of the best things people can do is get to know people different from themselves, by joining book clubs or sports beyond one’s neighborhood or simply “changing the channel” to absorb different media.

Each of us has a part to play in fighting hatred, he said.

“We have to call it out when we see it and talk about it to our friends and talk about it to the organizations to which we belong,” he said.

Civility Day concluded with “Putting Politics into Perspective,” which included Henry Ford College political science professor Dr. Anthony Perry, University of Michigan-Dearborn communications professor Dr. Tim Kiska, Barbara L. Jones

from Wayne State University's Center for Peace and Conflict Studies and lawyer Abed Hammoud. The panel discussed reasons why politics make people mad, ranging from the spread of misinformation to a lack of civic literacy to basic human nature.

Oftentimes, issues are presented in extremes, as if they are matters of life and death, which makes it difficult for people to befriend those with opposing viewpoints.

Jones said not listening to each other is problematic to making change.

"If you don't listen to learn all of these very nuanced issues, how are you going to do something about it when it comes to the election?" she said.

The panel discussed problems with the American political system, including a lack of a third, more moderate, political party that would appeal to more voters, as well the need to better educate people on issues and how our system works.

"We have to believe the system will work," Hammoud said. "There are many examples of elections that were decided by double digits, 30 votes, 40 votes, 10 votes, three votes, and we see it more and more. So tell people, 'yes, your vote does matter.'"





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## The Civility Project is on Social Media!! Like & Follow Us, Please.



Facebook



LinkedIn



Instagram

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NOW BOOKING FOR 2023!!

Reserve your date for a Civility Session to start the right tone  
for the new year.

Ask us about our corporate trainings!!

Click [here](#) to start the planning process.

## Upcoming Programs



*Join us for virtual and live events - and plan your own!  
Find all Civility Project events [here](#).*

**10A1**



*We are now scheduling for 2023 and would love to work with YOU! Click [here](#) to start the process.*

### **Pundit Summit Keynote**

November 10, 1:15 p.m. EDT

Learn more [here](#)

### **University of Michigan-Environment, Health & Safety Civility Session**

November 18, 11:30 a.m.-1:00 p.m. EDT

Learn more [here](#)

### **Dykema Gossett Civility Session**

January 19, 1 p.m. EDT

Details to come

### **Michigan Municipal Executives Civility Session**

February 2, 1:00 p.m. EDT

Details to come

### **Canton Community Foundation Civility Session**

February 7, 11:30 a.m.-1:00 p.m. EDT

Details to come

### **Metropolitan Detroit Chapter of the Association of Legal Administrators Virtual Civility Session**

March 22, 12 p.m. EDT

Details TBD

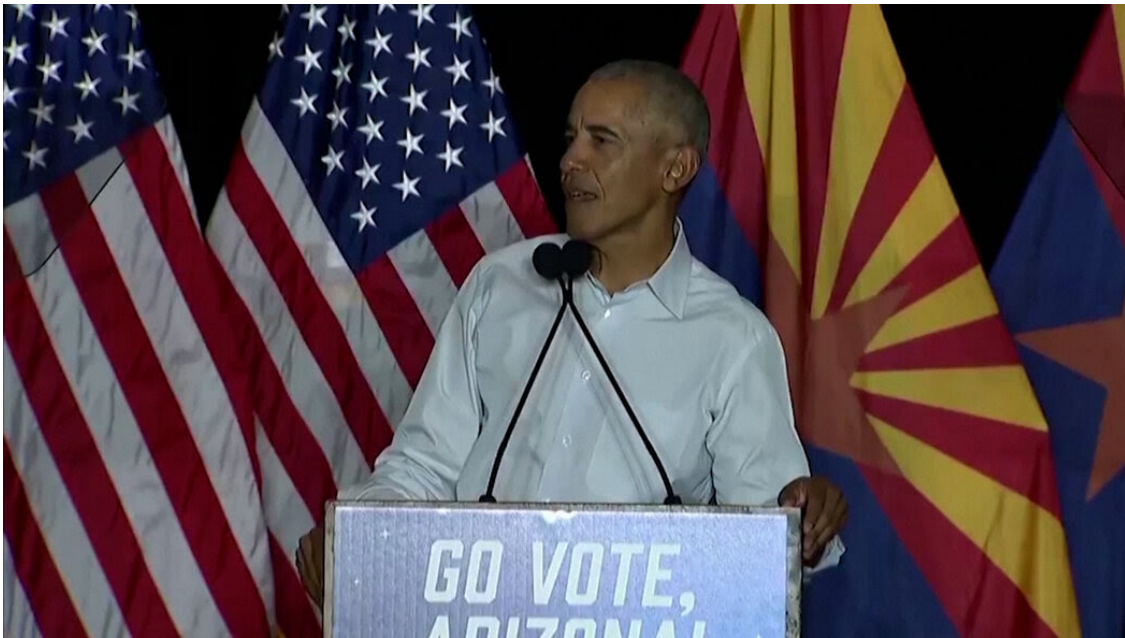
### **Worldwide Civility Council Conference in Alexandria, Va.**

May 22-24, 2023

Learn more [here](#)

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## **Latest Civility News**



[Barack Obama Lamented the Attack on Paul Pelosi. Then He Got Heckled.](#)



[In a Country Rife With Conspiracy, A GOP Clerk Fights to Win Voters' Trust](#)

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## Great Lakes Civility Project News & Reviews

[FOX 2 Detroit Interview with Stephen Henderson & David  
Dulio about Civility Day](#), WJBK FOX 2 Detroit



[Bridging the Political Divide](#), Detroit Jewish News

[Civility Begins with You](#), Crain's Detroit Business

[FOX 2 Detroit Interview Live on Civility Day at OU](#), WJBK

[WXYZ's Glenda Lewis Interviews Students at Civility Day on Oakland University's Campus](#), WXYZ

[Oakland Seeks to be Most Civil Campus](#), The Detroit News

[Michigan Matters: civility & politics 2022](#), CBS Detroit

[Civility Project to Hold First 'Civility Day' Conference at OU](#), Rochester Patch

[How local leaders are setting the stage for civility dialogue today and tomorrow](#), Detroit Chamber

[Megacast interview with Nolan Finley and David Dulio about Civility Day](#), Megacast TV

[WJR's Guy Gordon promotes civility day](#), WJR

[Top takeaways for building, fostering civility in today's polarizing world](#), Michigan Chamber of Commerce

[Civility Project to hold first Civility Day conference at OU](#), Oakland University magazine

[I'll take a civility pledge: Will you?](#) Nolan Finley, Detroit News, June 1, 2022

[Detroit journalists teach how to disagree civilly](#), WDIV, May 10, 2022

[Let's Be Civil: Talking and Listening Across the Political Divide](#), Detroit Jewish News, June 7, 2022

[Henry Ford College joins Nolan Finley and Stephen Henderson in Great Lakes Civility Project](#), Dearborn Press & Guide, April 29, 2022

[Civility Day Conference Aims to Bring People Together, DBusiness, April 15, 2022](#)

[Entire Public Invited to Join March 1 Webinar, Northwood University](#)

[Nolan Finley, Stephen Henderson Set to Lead the Civility Project Workshop, Livingston Post, February 10, 2022](#)

[Stop, Listen and Learn in a Workshop to Bridge Divides, My Jewish Detroit, December 6, 2020](#)

[Talking It Out, Detroit Jewish News, December 3, 2020](#)

[Stop, Listen & Learn in a Workshop to Bridge Divides, My Jewish Detroit, December 6, 2020](#)

[Civil Discussions at the Thanksgiving Table, WMYD 20, November 23, 2020](#)

[Tips for Talking with Co-workers who Don't Share Your Politics, Fast Company, October 12, 2020](#)

[Can We Bring Civility to the Workplace? The Civility Project on Work and the Future Podcast, October 23, 2020](#)

[Epoch Times, September 22, 2020: The Civility Project is Helping Dial Back the Vitriol](#)

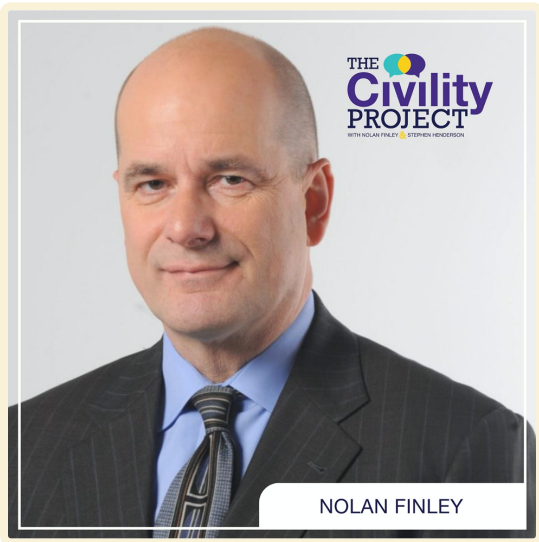
[MSNBC September 4, 2020: The Civility Project in Michigan Aims to Fix Political Discourse](#)

[FOX 17 WXMI, September 15, 2020: The Civility Project Webinar Promo](#)

Watch all Civility Sessions [here!](#)

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## Meet the Architects of Civility!



## Nolan Finley

Nolan Finley began his newspaper career as a copy boy at [The Detroit News](#) while a senior in college. After a brief stint with the Jackson Citizen Patriot, he returned to the News and has been there for more than 20 years...

[Keep Reading](#)



## Stephen Henderson

Stephen Henderson is an American journalist who won the 2014 Pulitzer Prize for commentary and the 2014 National Association of Black Journalists Journalist of the Year Award...

[Keep Reading](#)

**Contact:** Lynne Golodner—(248) 376-0406 | [lynne@yourppl.com](mailto:lynne@yourppl.com)



Delta Dental of Michigan and Huntington Bank are proud sponsors of The Great Lakes Civility Project.



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## **CITY MANAGER'S REPORT**

November 2022

### **Baldwin Public Library**

#### **Library Board**

The Library Board met on November 14 and 21 for two special meetings and one regular meeting. The Board interviewed three companies who submitted bids for construction management services for the Phase 3 expansion and renovation of the front entrance and circulation area. Their final recommendation will be forwarded to the City Commission for approval at the December 5 Commission meeting. The Board also finalized plans for the cafe and collaboration space in the newly expanded entrance. The cafe space will include a small vending cafe with a sink but will not include a single occupant restroom.

#### **"Our Natural World" Art Exhibit**

The library will be unveiling a new collaborative art project featuring paintings by K-12 students in Bloomfield Hills and Birmingham Public Schools. The theme of the exhibit is "Our Natural World." The paintings will be hung lining the exterior facing windows of the Youth Room and will be visible from Shain Park, Merrill Street, and Martin Street. This project has been planned and coordinated by residents David Bloom, Barbara Heller, and Laura Host. A reception will be held on Saturday, December 3 at 10:30 a.m. on the Winter Markt main stage. Refreshments will be available inside the Youth Room following the unveiling.

#### **Musical Performance**

On Saturday, December 3 at 11:00 a.m., Baldwin will host a live musical duo performance featuring violinist Andrew Wu. Come listen to a magical duo concert showcasing the development of the viola as a solo instrument and featuring music by composers Haydn, Mozart, Fuchs, and Glière.

#### **Behind the Scenes Tour**

If you'd like to learn even more about the library, join Library Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the Library's vestibule on Tuesday, December 13 at 4:00 p.m.

### **The Birmingham Museum**

#### **George and Eliza Taylor Grave Marker**

The long awaited grave marker installation for George and Eliza Taylor at Greenwood Cemetery is in motion and planned for spring of 2023. The Taylors died in 1901 and 1902, but did not receive a marker. When museum volunteers and staff recently discovered that they were the first African

Americans to own property in Birmingham, and had been formerly enslaved, funds were quickly raised to place a marker for them. Since then, further research has disclosed that George had fled Kentucky to come to Birmingham via the Underground Railroad in 1850, and this finding has led to the listing of the Taylor burial site at Greenwood on the National Park Service's UGRR Network to Freedom. The marker will help visitors locate the Taylors' final resting place and will have the inscription, "Born into slavery/Died free in Birmingham."

### **Exploring Podcasts**

The museum will also be exploring the possibility of doing a regular podcast featuring Birmingham history themes in an ongoing episodic/serial format. This would allow the museum to expand its outreach efforts by building on its social media success through this increasingly popular means of presenting educational and entertaining content. The costs to implement the project are minimal as existing equipment and resources are available to meet most of the project needs. Museum staff have consulted with the IT and Communications Departments as well as the City Attorney to develop the most appropriate approach. We anticipate launching the podcast early in 2023.

## **Birmingham Shopping District (BSD)**

### **Farmers Market**

On Sunday, October 30, 2022 from 9:00 a.m. – 2:00 p.m., the Birmingham Farmers Market wrapped up its 20th season in Public Parking Lot 6. The End of the Season Celebration included live music, pumpkin decorating, hay bale climbing, and trick-or-treating.

The Birmingham Farmers Market would like to thank our vendors, sponsors and patrons for a wonderful 20th anniversary season! The market featured over 110 vendors (including 36 new) and sponsors providing local produce, plants, fresh foods and other goods and services, throughout the season.

### **Small Business Saturday**

On Saturday, November 26, 2022 the BSD kicked off the holiday shopping season with special promotions, hot chocolate, roasted chestnuts and special giveaways all day. Shoppers and families once again participated in the annual Santa Walk, enjoyed horse-drawn carriage rides and free parking in the structures all day.

### **Winter Markt & Other Holiday Festivities**

The Birmingham Winter Markt will be held in Shain Park again this year, and will be open December 2 – 4, 2022. The Winter Markt will kick off with the Holiday Tree Lighting at 6:00 p.m. on December 2. Visits with Santa will be available each day during the Winter Markt, as will horse drawn carriage rides. Over 60 vendors will be selling holiday decorations, gifts and a variety of local artisan products.

### **Website Recognition**

2022 Web Award from the Web Marketing Association for Outstanding Website noting the high-quality photos and easy navigation.

## **Dashboard Metrics**

Retail Occupancy Rate - 96%  
12 New Business Openings in 2022 (6 more in process)  
59 FYE2022 Hosted Event Days  
13 million in PR media impressions FYE2022  
120,392 Website "hits" or "unique viewers" annually  
214 Flower planters/baskets maintained

## **Building Department**

### **Monthly Report**

The [Building Department's monthly report](#) provides an update on the following construction activity: building permits issued, building inspections conducted, trades permits issued and trades inspections conducted.

## **City Clerk's Office**

### **November 8, 2022 State General Election**

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. More than 66% of Birmingham's registered voters participated, exceeding the Oakland County turnout average of 60.75%. Unofficial results are available at [oakgov.com/elections](http://oakgov.com/elections) under the November election tab. Official results will be available after Oakland County Board of Canvassers completes its canvass of the election.

### **Recognition of Staff**

The Clerk's Office celebrated the one year work anniversary of Deputy City Clerk, Christina Woods. Christina has been an incredible addition to the City Clerk's office. We are very proud of everything that she has learned and accomplished in this past year. We wish her many more years of happiness, teamwork, and service in the city.

The Clerk's Office thanks recent intern Brendan Folk for his assistance and dedication during his time in the office, assisting with and preparing for the November election. He helped with everything from filing election paperwork to issuing absentee ballots. His help was greatly appreciated in the office! Brendan continues on to pursue his design career and we wish him the best of luck in all he does.



### **Cemetery Board**

The Greenwood Cemetery Advisory Board met on November 4 and discussed the completion of the rules and regulations and the marker policy for persons of historical significance. The next meeting is Friday, December 2 at 8:30 am in City Hall and will include discussions of strategic planning and the board's future goals.



## Board Appointments

The following City of Birmingham boards and commissions have vacant positions or members with terms expiring soon. Applications are due before noon the Wednesday prior to the commission interview/appointment date:

<b>Board</b>	<b>Openings</b>	<b>Application Due by Noon</b>	<b>Interview/ Appointment at City Commission meeting 7:30 pm</b>
Advisory Parking Committee	1 Resident shopper term ending 9/1/2025	Until Filled	
Architectural Review Committee	None		
Birmingham Shopping District	2 Regular Members terms ending 11/16/2026	Until Filled	
Birmingham Area Cable Board	1 Regular member term ending 3/30/2024 1 Alternate Member term ending 3/30/2025	Until Filled	
Board of Building Trades Appeals	1 Regular member term ending 5/23/25 1 Regular member term Ending 5/23/24	Until Filled	
Board of Review	2 Regular Members term ending 12/31/2025 1 Alternate Member term ending 12/31/2025 1 Alternate Member term ending 12/31/2023	11/23/22	11/28/22
Board of Zoning Appeals	1 alternate member term ending 2/18/2023	11/30/22	12/5/22
Brownfield Redevelopment Authority	1 regular member Term ending 5/23/2024	Until filled	
City Commission	None		
Design Review Board	None		
Ethics Board	None		

Greenwood Cemetery Advisory Board	None		
Hearing Officer	1 alternate member term ending 6/30/2024	Until Filled	
Historic District Commission	1 alternate member term ending 9/25/25	Until Filled	
Historic District Study Committee	None		
Housing Board of Appeals	None		
Library Board	None		
Martha Baldwin Park Board	None		
Multi Modal Transportation Board	None		
Museum Board	1 alternate member term ending 7/5/2023	11/30/22	12/5/22
Parks & Rec Board	None		
Planning Board	None		
Public Arts Board	1 alternate member 1/28/2025	Until Filled	

## **City Manager's Office**

### **Around Town e-Newsletter**

The communications team is working on the December edition of the Around Town e-Newsletter, which will include information about holiday events, upgraded parking structure equipment, ice skating opportunities, Toys for Tots toy drive and more. Follow [this link to view the November edition](#) of the Around Town e-Newsletter.



## Welcome Packets and Video

The communications team is now mailing welcome packets to all new residents. The packet includes: a welcome letter, city calendar, The Birmingham Beat newsletter, recycling pamphlet, stay in touch postcard, golf pamphlet, yard waste sticker, Baldwin Public Library brochure, and more. The welcome letter includes a QR code to the [new resident welcome video](#) produced by the communications team.



## South Old Woodward Project Communications

Thank you to IT & Media Specialist Jamil Kim for his work on the [South Old Woodward Reconstruction Phase 3 project wrap-up video](#). Thank you to PR Specialist Erika Bassett, who worked with engineering to provide project updates to residents and businesses. Throughout the project, the communications and engineering teams sent a total of 70,590 text message updates and 65 eblasts, in addition to print articles and social media messaging.



## Human Resources

The Human Resources department is currently reviewing applicants for the vacancy of Director of Public Services, and will be scheduling interviews in December. We are also collecting applications for Police Officers, and have completed our internal recruitment posting for Police Chief. Further updates on both should soon be provided. Brittany McIntosh has been hired as a new part-time Police Dispatcher. Firefighter Ian McLaughlin has resigned from the Fire Department, which is now seeking qualified candidates to backfill. Brigette Moran has committed to a retirement in February, after 21 years of service to the City. Heather Tolliver has been promoted into Brigette's role, and has been training under her to plan for the transition. Backfilling another department vacancy, Community Development has hired a new Secretary A by the name of Kourtney Blanchard, who started on November 21st. Applications for the Plumbing Inspector position continue to be collected. The City Manager recruitment posting has been open since October 25th, and will close on December 2nd.

Department	FT & PT Staff Count	Current Vacancies/Hiring	Department Vacancies Filled Since 2020	Notes
Birmingham Shopping District	5	Events & Office Assistant	8	Recruitment for Events Asst in one month
Clerk's Office	5	-	6	Clerk's Intern candidate contacted
Building	17	Plumbing Inspector Secretary A Community Dev Coord	3	H. Tolliver Promoted 10/28 K. Blanchard hired 11/21
Engineering	8	-	7	
Finance / Treasury	14		8	
Fire	35	-	11	I. McLaughlin Resignation 11/9
Information Technology	4	-	3	
Maintenance	2	-	1	
Manager's Office / Communications / HR	6	-	6	
Museum	3	-	2	
Parking System	9		2	
Planning	7	-	4	New Admin Role Upcoming
Police	71		13	Recruitment for PT & FT Dispatcher ongoing
Public Services	56	DPS Director	12	P&F Operators Tentative Hire Dates: J. Parks 11/28 W. Richardson 12/5
Ice Arena & Golf Courses	N/A	Seasonal Labor	48	

## BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

### Topics brought up by the Commission

Meeting	Topic	Commissioner	Staff Follow Up	Dates Addressed	Status (resolved/ongoing)
<b>In Progress</b>					
9/12/22	Banner	M: Baller S: Host	TBD	11/14 CC discussion scheduled	
8/15/22	Birmingham Country Club	M: Host S: Haig	Fairbairn, Dupuis, Clerk's Office	8/29 - CC Discussion *Draft a letter	Resolved, letter sent
8/15/22	Speed Bumps	M: Haig S: Host	Clemence/Brooks	8/29 - Staff report *Further study by MMTB	In progress, sent to MMTB
6/13/22	Sustainability Board	M: Schafer S: Host	Nick Dupuis	6/27/22 - direction for staff to draft requirements to establish board, coming back at next available meeting 10/3/22 Workshop - staff given direction to return with recommendation	In progress

4/25/22	Improvements in Information Provision and Methodology	M: Haig S: Baller	TBD	TBD	
3/28/22	City Manager Selection Process	M: Host S: Boutros	Managers Office & HR	4/25/22 - direct to formal agenda item 5/9/22 - New Business Item 5/23/22 CM report 10/3/22 - motion for CM to conduct formal recruitment	CM Recruitment Portfolio posted 10/25/22
1/10/22	Food Trucks	M: Host S: Schafer	Nick Dupuis/Jana Ecker	1/24/22 - CC req. more info 3/9/22 - Workshop 3/14/22 - Informally brought up by Host 6/20/22 Commission and Planning Board Discussed 6/27/22 - City Manager Directed to encourage food trucks at all city sponsored events, BSD events, and direct the BSD to organize a rotation of food truck events	6/27/22 In progress/ being monitored
1/10/22	Leaf Blowers	M: Baller S: Host	Nick Dupuis	1/24/22 - make formal item 10/3/22 Workshop - staff given direction to return with recommendation	In progress
1/10/22	Commissioner Conduct	No vote	Mary Kucharek	2/14/22 - Workshop 2/28/22 Directed CM to prepare Code of Conduct for future agenda 7/11/22 - Initial presentation to Commission by CA	Will be revised and presented again at an upcoming CC meeting
<b>Resolved</b>					
4/11/22	BBCC - Mental Health Workshop - More time to talk	M: Baller S: Haig	Marianne Gamboa	4/25/22 - clarify commissioners intent 5/9/22 - added time on the agenda to discuss  Tom directed staff to add mental health info in city publications	Resolved

5/9/22	Pickleball	Baller, no vote	Lauren Wood	Agenda item 5/23/22	Installed on 6-3-22
1/24/22	Social Districts	M: Schafer S: Boutros	Nick Dupuis/Jana Ecker	2/14/22 - make formal item 3/9/22 - Workshop 3/14/22 - Informally brought up by Host 6/20/22 Commission and Planning Board Discussed	No formal action taken by the Commission
5/23/22	Commission Meeting Start Time	Baller	Mary Kucharek	On agenda for 6/27/22 - Mary to draft generic ordinance language and discuss in July On agenda for 7/11/22 - Commission decided not to proceed	No changes for now

#### Topics Failed

4/25/22	On Street Parking Study	M:Haig S: Host
4/11/22	Downtown Parking	M: Host S: Haig
3/28/22	Parking Matters	M: Host S: Haig
6/13/22	479 SOW (Doraid) PAD	M: Boutros

#### Topics With No Vote - Resolved

1/10/22	Unimproved Streets	Discussed during the Long Range Planning meeting.
2/28/22	Solidarity with Ukraine	City Manager arranged for exterior lighting at City Hall.

#### Topics With No Vote - Unresolved

5/9/22	-PAD ordinance/cleanup	Baller, no vote	No vote
5/9/22	-Policy for granting public space ODD/Valet	Baller, no vote	No vote

### Setting the Record Straight

#### **2040 Master Plan does not Rezone Property**

The City has observed a renewed vigor regarding the [Birmingham Plan 2040](#) ("2040 Plan") and its Neighborhood Seams concept across social media that has involved residents and a current City Commissioner. Within the posts and ensuing conversations, there has been a continued assertion or idea that the 2040 Plan will be rezoning single-family homes to build multifamily, and that somehow the City of Birmingham is ignoring its residents in favor of developers and profit.

This was the subject of two recent videos that Commissioner Host posted on social media, [one on Oakland Ave.](#) in which he stated "these five homes as well as the two lots over near Woodward are going to be *rezoned* to multiple", and the other in the [Poppleton Neighborhood](#) in which he states "in the proposed 2040 Plan they are going to *rezone* these two houses on Poppleton and turn them into

multiples” and that “you have time to tell the master planners and Planning Board what you think about this *rezoning* proposal.” It is important that we as City staff, Boards and Commissioners are factually accurate when discussing the Master Plan and how it applies to land use.

The City has reiterated that comprehensive master plans do **not** rezone property once adopted.

Excerpt from press release distributed [February 11, 2021](#):

“It is important to clarify that a master plan does not rezone property. It is a framework setting the course for what the City may or may not do in the future,” said Birmingham Planning Director Jana Ecker. “The community is encouraged to review the Frequently Asked Questions document and continue to share their thoughts and ideas on the project website.”

Excerpt from FAQ distributed [February 10, 2021](#) and [October 13, 2021](#):

### **Is the Master Plan rezoning the City?**

No. The Master Plan will include a Future Land Use map, but not a new zoning map. The Master Plan recommends that the City study and revise its current zoning code, but does not establish any updated zoning. The Master Plan recommends that zoning be updated for two primary purposes: 1) to simplify but not substantively change zoning in the Downtown and Triangle District, and 2) to better align neighborhood zoning with existing character to avoid new houses that are out of character. Other zoning changes are recommended for further study by the City.

The words “rezone” or “rezoning” do not exist within the 2040 Plan document, nor the [Michigan Planning Enabling Act](#) that regulates comprehensive master planning in Michigan. A comprehensive master plan is a document designed to guide the future actions of a community. It presents a vision for the future, with long-range goals and objectives for all activities that affect the local government. One might say however, and correctly so, that a comprehensive master plan *informs* future zoning. In the spirit of guiding future actions and informing zoning, a Future Land Use Map is created, which is contained across pages 8 and 9 of the [current draft of the 2040 Plan](#). A Future Land Use Plan is legally required to be included in the 2040 Plan by the Michigan Planning Enabling Act.

In the 2040 Plan’s Future Land Use Map, several areas are identified as “district seams.” Seams are placed in areas where districts abut each other or natural or man-made barriers, and roadways that are more significant than a neighborhood street. These seams are broken down into three categories (download the [city’s zoning map](#) for reference):

- [Access Seams](#) – Focus is connectivity and multimodal improvements, located in R1A, R1, R2, and R3, and R4 zoning districts where abutted by R3 or more intense properties on all boundaries.
- [Activity Seams](#) – Found along regionally significant streets and places where multi-family housing, attached single-family housing, and commercial uses have previously been built, located in TZ-1, R3, R4, R5, R6, and R8 zoning districts
- [Buffer Seams](#) – Found along regionally significant streets and places where multi-family housing, attached single-family housing, and commercial uses have previously been built, located in TZ-1, TZ-3, R3, R4, R5, R6, R7, R8, and MX zoning districts.

The current composition of seams and the number of areas proposed for seams has changed dramatically since their inception in the first draft of the 2040 Plan. These changes are *directly and unequivocally* due



to the feedback that Birmingham residents provided to the City. The Planning Board, City Commission, consultant team, and City Staff have worked tirelessly over 4+ years to work the input of residents into the 2040 Plan, and to state otherwise would be inappropriate and unfair to those who have spent so much time working on the Master Plan, especially our Planning Board and City Staff.

As demonstrated [in the attached map](#), the seam concept in the Future Land Use Map affects a roughly 106 residentially zoned parcels in the City, 28 of which are already developed as multi-family or commercial (26%). Overall, roughly 78 single-family properties are being considered for exploration in locating multi-family units such as townhomes, cottage courts, and small multi-family buildings.

Finally, it is immensely important not to lose sight of why the seams concept and the accompanying hyper-specific multi-family housing types were planned in the first place. Again, we turn to the Michigan Planning Enabling Act for an initial simple justification:

**125.3807 Master plan; adoption, amendment, and implementation by local government; purpose.**

- 1) A local unit of government may adopt, amend, and implement a master plan as provided in this act.
- 2) The general purpose of a master plan is to guide and accomplish, in the planning jurisdiction and its environs, development that satisfies all of the following criteria:
  - a) Is coordinated, adjusted, harmonious, efficient, and economical.
  - b) *Considers the character of the planning jurisdiction and its suitability for particular uses, judged in terms of such factors as trends in land and population development.*
  - c) Will, in accordance with present and future needs, best promote public health, safety, morals, order, convenience, prosperity, and general welfare.
  - d) .....

As evident in subsection “c” of the above, trends in population development are a required criteria. Population trends are more than just a grand total. Population trends include:

- What kind of people live in the area;
- What types of lives they lead, and would like to lead;
- How long they will live;
- How long they will reside in the particular area;
- Who will replace them when they move out or die;
- How many children they will have (and would like to have under different conditions);
- Whether these children will live in the area; and
- Many other factors.

The 2040 Plan was developed based on a [background analysis](#) of data on population trends and forecasts from the U.S. Census Bureau and SEMCOG. The data informed the consultant team that Birmingham can expect a population increase, and that both new residents and existing residents alike will continue to require diverse housing types based on factors such as family size, health, age, and income. This has major implications for equity, aging in place, and sustainability, all of which are major pillars of planning in general, but also the City’s recently adopted Strategic Goals. As the 2040 Plan states, accommodating some of these different housing types must happen in areas other than the mixed use Downtown, Triangle District (or Haynes Square), or the Rail District. In stating such, the 2040 Plan also makes sure to emphasize that multi-family development in seam areas, should it ever be permitted, must complement the character, scale and massing of the surrounding neighborhood. The suggested action in the 2040 Plan is to “encourage infill development of small homes, townhomes, duplexes, and small multi-family buildings.”

## **48<sup>th</sup> District Court**

On November 14, 2022, a City Commission Workshop was conducted on the topic of the 48<sup>th</sup> District Court, and the current funding agreement in place. During the discussion, City staff advised that Birmingham had previously requested clarification on the financial information provided by the court, but had not received a response, and that the group of 7 communities has been attempting to have Judge Barron come to a meeting of the 48<sup>th</sup> District Court communities and discuss the court's proposed budget for 2023. After attempting to arrange such a meeting for the past several months, a date was finally scheduled with Judge Barron for November 30, 2022. However, Judge Barron spoke at the workshop as a Birmingham resident, and stated that he has received no such meeting requests, and has an open door policy. He specifically stated he would meet tomorrow if a community so requested.

After the November 14, 2022 City Commission meeting, City staff reached out to Judge Barron to set up a meeting to review the court's financial information, and to obtain responses to previous clarification requests, as well as a detailed breakdown on the revenues and expenses allocated to each of the 7 communities of the 48<sup>th</sup> District Court. Judge Barron returned the phone call and indicated his availability in December. City staff reminded Judge Barron of his open door policy to meet with communities, and requested a meeting for the next day. After much discussion, Judge Barron agreed to speak with Mr. Dunn and Ms. Sriram, and later that day called to verify that a meeting had been set for Monday, November 21, 2022 at noon with Mr. Dunn, Ms. Sriram and himself to address our request for clarification on the breakdown and allocation of revenues and expenses of the court. Judge Barron requested City staff submit specific questions on the financial details in advance of the meeting. The list of questions submitted in writing to the court is as follows:

### **General Information:**

- Case load percentages for all jurisdictions of the 48<sup>th</sup> District Court
- Amount received from the state for judge's salaries
- Total amount of judge's salaries

### **Revenues for All Individual Jurisdictions:**

- Total amount of revenue allocated to each community (Actual court revenue generated by each jurisdiction, not what was allocated to each, but what was originally generated that was then subsequently re-distributed to other jurisdictions)
- Basically we want to see how the court revenue starts and how it is allocated to come up with the numbers found on pages 32-33 of the audit report. If this is something that the auditors do, then we request permission from the court to obtain these calculations from the auditors
- Breakdown of all types of revenues included in total
- List of all types and amount of revenue NOT included / allocated to each community (ie. revenue that goes straight to court, county, state etc.)
- 1/3 or 2/3 amount that goes to each community (depending on status)

### **Revenues from Political Subdivisions:**

- Amount of revenue from each political subdivision allocated to the funding units
- Details on how these revenues are allocated between the funding units

### **Expenditures Allocated to Political Subdivisions:**

- Court recording/reporting services only?
- How is amount calculated (ie. Percentage of caseload etc.)?
- Do court recording/reporting expenditures paid by political subdivisions directly reduce the total court expenditures paid by funding units?

### Expenditures Allocated to Funding Units:

- Are court recording/reporting expenditures also included in total court expenditures split between funding units?
- How is allocation of expenditures split between funding units (ie. 1/3 allocated to each, or percentage of total caseload for funding units only, excluding caseload of political subdivisions etc.)

### Total Impact Statements for All Individual Jurisdictions:

- Total amount of revenue allocated (showing split of individual revenue and if applicable, portion of revenue allocated from political subdivisions)
- Total amount of expenditures allocated (showing details of which expenses are included and how amount is calculated)
- Relationship of net financial impact for each jurisdiction to percentage of total court caseload

On November 18, 2022, City staff forwarded the financial questions as requested. On November 21, 2022, City staff arrived at the 48<sup>th</sup> District Court. Mr. Dunn appeared and advised that the meeting had been cancelled and that he had just called the City offices to cancel. City staff was told that Judge Barron was unavailable and that Ms. Sriram was working on providing the answers to the City's questions. City staff advised that Judge Barron had confirmed the meeting and the availability of court staff the prior week, and proceeded to discuss finances. Mr. Dunn was unable to provide any responses to the questions. After approximately 20-25 minutes, Judge Barron came into the room. Discussion ensued, but no financial details were clarified. City staff was advised that Ms. Sriram would provide answers to our written requests at a later date. City staff set another meeting with Judge Barron, Mr. Dunn and Ms. Sriram for November 29, 2022, to once again attempt to gain clarification on the breakdown and allocation of revenues and expenses of the court.

At the November 14, 2022 City Commission workshop, commissioners requested a breakdown of court usage based on the percentage of caseloads for each of the 7 communities. The breakdown is as follows (using 2018, 2019 and 2021 for a 3 year average, excluding 2020):

Jurisdiction	Average % of Case Load (last 3 years, excluding 2020)
Birmingham	24%
Bloomfield Hills	10%
Bloomfield Township	34%
Keego Harbor	3.5%
Orchard Lake	6%
Sylvan Lake	2%
W. Bloomfield	20.5%

## **Department of Public Services**

### **Trail Improvements**

Trail Improvements is a priority project for the Parks and Recreation Bond. The city hired a consultant, MCSA Group, Inc., to prepare preliminary concept plan drawings. The Trail Improvements Concept Plan includes a Booth Park corner feature, with additional seating and a restroom facility, new trail entry identifier plazas, accessible connections and viewing areas, and connectivity improvements including confidence markers, wayfinding and signage from Booth Park to Linden Park. The concept plan is currently available for review and feedback on Engage Birmingham through November 30, 2022, and by city department liaisons to various boards. The Parks and Recreation Board has reviewed the concept plan and provided feedback, and will continue discussions on upcoming agendas. Additionally, the plan is scheduled for review by the Multi-Modal Transportation Board, the Martha Baldwin Park Board, and Museum Board. The department plans to explore grant opportunities such as MI Spark and Oakland County Parks and Recreation Trailways among others to help leverage funding to accomplish this project.

### **Tree Inventory Update**

Davey Resource Group (DRG) is currently working in the Northwest section of the city, updating the City's Tree Inventory. This is year 2 of a 4 year contract to accomplish this task of updating all trees in the City. DRG's certified arborists and urban forest experts perform data collection of city trees, stored in our TreeKeeper software program. This process includes updating existing city trees and capturing new trees not currently in the system. They confirm the tree's species and location, measure and update the tree diameter, rate its health, assess risk and suggest maintenance.

### **Fall Planting Project**

This year's upcoming fall planting project consists of 144 trees along city streets and parks and will be performed by KLM Landscape. The project completion date is December 15, 2022.

### **Curbed Street Leaf Collection**

The collection of leaves on curbed streets is scheduled to end on December 2 for both zones 1 & 2. However, it will likely be extended due to delays caused by equipment failures.

### **Yard Waste Collection Ends**

The last week for yard waste collection on the scheduled trash day is the week of December 16.

## **Engineering Department**

### **S. Old Woodward Reconstruction Phase 3**

The roadway is open to traffic and the Contractor is finishing up punch list items. Work with DTE is continuing for the permanent installation of electrical street and pedestrian lighting. Thank you to the business community, residents, and all who traveled through the construction zone for your support and patience during this project.

### **Water Service Verification Program**

Verification of existing water service material as part of the Lead and Copper Rule work is continuing through the beginning of December. As a reminder, the "In-Home/Business" water service line material needs to be determined as part of this program. Property owners can schedule an inspection by an authorized City Representative at 248-303-2292 or determine the in-home/business material themselves with the steps provided in the property owner letter.

### **Water Lead Service Replacement Program**

The contractor will be replacing lead water services the week of November 28th. HRC is working on coordination between the residents and the city contractor.

### **2022 Sidewalk Repair Program**

Work is nearing completion on the 2022 Sidewalk Repair Program. Due to the recent cement shortage and weather, Ann Street Sidewalk and miscellaneous repairs throughout the City will occur in Spring 2023.

## **Finance Department**

### **Awards**

The City received the following awards from the Government Finance Officers Association (GFOA): the Distinguished Budget Presentation Award for its 2022-2023 Budget Book and the Certificate of Achievement for Excellence in Financial Reporting for its 2020-2021 fiscal year Annual Comprehensive Financial Report (ACFR).

## **Fire Department**

### **Welcome, Firefighter/Paramedic Steve McInerney**

The Birmingham Fire Department would like to acknowledge the hiring of our newest firefighter/paramedic Steve McInerney. Steve is originally from Michigan, but has spent the last fourteen years in South Carolina where he worked for the Myrtle Beach fire department and rose to the rank of Lieutenant. Steve and his family made the decision to return to Michigan and he was very eager to join the team at the Birmingham Fire Department. Steve brings a positive energy to the department along with a wealth of knowledge he has compiled over the years of his firefighting career. The Birmingham Fire Department welcomes him and wishes him a long healthy career here.

## **Planning Department**

### **Master Plan 2040**

The City of Birmingham has received the third and final draft of the Birmingham Plan 2040, which is available to read and download on [www.thebirminghamplan.com](http://www.thebirminghamplan.com). The schedule of review will consist of reviews at the Planning Board, the required 63-day public noticing period, and review by the City Commission. The remaining schedule of review should closely resemble the following:

<b>Date</b>	<b>Meeting Type</b>	<b>Action Needed</b>
<i>Required 63-Day Public Notice Period</i>		
January 11, 2023	Planning Board	<ul style="list-style-type: none"><li>• Review final draft and present / discuss comments received during the distribution period.</li><li>• Set public hearing date.</li></ul>
February 2023 (Exact Date TBD)	Planning Board	<ul style="list-style-type: none"><li>• Present the final Plan and hold a public hearing. Further discuss comments received during the distribution period as needed.</li><li>• Adopt plan; recommend to the City Commission for adoption.</li></ul>
March 2023 (Exact Date TBD)	City Commission	<ul style="list-style-type: none"><li>• Present the final Plan and hold a public hearing.</li></ul>

		<ul style="list-style-type: none"> <li>• If prepared to do so, the City Commission may adopt the Plan by resolution.</li> </ul>
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All of the documents related to the 2040 Plan remain available on [www.thebirminghamplan.com](http://www.thebirminghamplan.com). You can also watch a recording of past meetings on the City of Birmingham website. As a reminder, you can still submit comments directly to the consultant team through the aforementioned 2040 Plan website, and submit comments directly to the Planning Division to be placed in the next available Planning Board agenda.

## **Planning Board**

The Planning Board has reviewed 32 development applications this year so far. The Planning Board will finish the busy year with some final development applications, a public hearing for outdoor dining, and will be planning for a busy 2023. A tentative Planning Board schedule is provided below:

1. 2040 Master Plan – Draft #3 Review (Ongoing)
2. Outdoor Dining Ordinance – Public Hearing (12/14/22)
3. 300 S. Old Woodward – RH - Revised Special Land Use Permit, Final Site Plan & Design Review (12/14/22)

## **Historic Preservation**

The Historic District Study Committee (HDSC) will begin to steward the historic designation request for 1283 Buckingham through the formal designation process. City Staff will take time to instruct the HDSC on the process, and will create a detailed report for the City Commission. Meanwhile, the City continues to field many questions regarding historic designation, and hopes to receive several more requests in the coming months. At the Historic District Commission, the Historic Design Guidelines project is coming along well, which has been aided by survey responses at [engage.bhamgov.org](http://engage.bhamgov.org). There is still time to take the survey and provide the consultant team with your valued feedback!

## **Sustainability**

The City's informal [and growing] "sustainability team" recently met with key members of Royal Oak's sustainability staff thanks to a chance encounter with Commissioner Katie Schafer. The meeting was held at Royal Oak's new Centennial Commons Park. Several topics were discussed, including experiences, expertise, and a desire to work together on sustainability. The City plans to work with Royal Oak and many other catalyst communities to further the sustainability goals of Birmingham as well as the greater region.

The Planning Division would also like to highlight the S. Old Woodward reconstruction and the rain gardens/bioswales that were installed to help mitigate the effects of storm water runoff in the area. The southernmost large garden will be an excellent focal point at the gateway to Downtown Birmingham, and will stand as a strong statement to our future commitments to sustainability and climate change mitigation. We encourage everyone to go take a look at and experience these installations, even in the rain!





## **Police Department**

### **Welcome, Brittany McIntosh**

The Police Department welcomed a new part-time dispatcher to the team, Ms. Brittany McIntosh. Ms. McIntosh is married with children and lives in Roseville, MI. Ms. McIntosh formerly worked in the medical field before transitioning to becoming a police dispatcher. Ms. McIntosh worked for the Detroit Police Department for approximately six months before joining our City.

### **Suspect Arrested following Shooting**

On Sunday, October 30, 2022, at approximately 3:00 a.m., a shooting occurred on S. Old Woodward near Brown Street. No one was injured in the shooting. All parties involved fled the scene prior to officers arriving. The case was turned over to the investigative division for follow-up. Detectives were able to work the case and develop a suspect. Working in cooperation with the Federal Bureau of Alcohol, Tobacco and Firearms, the police department arrested Dario Devonne Stovall (27 years of age) of Shelby Twp., MI for assault with a dangerous weapon. Mr. Stovall was charged by the Oakland County Prosecutor's Office and was arraigned on the charge.

## **Parking Systems Update**

### **Equipment:**

City Staff received approval to install new parking equipment at all five City garages at the Commission meeting on October 24<sup>th</sup>. TIBA Solutions was selected as the new parking solution and installation is expected to begin in mid-December.

Once the new TIBA equipment is installed, City staff is looking to extend the agreement with ParkMobile into its parking structures, giving the City one consistent online payment provider for all things parking. Currently ParkMobile is offered as a form of online payment for the City's metered parking.



**Construction:**

Construction on the North Old Woodward Parking Structure was completed in late October.

WJE engineering submitted a proposal for Repair Design & Construction Document Development Services for all five of the City's parking garages. The proposal was approved by the Commissioners at the November 14<sup>th</sup> meeting. The proposal is part of a larger five-year repair project that not only continues the ongoing concrete restoration and repair, but includes MEP (mechanical, electrical, and plumbing) of the garages. This will include ceiling surface treatment, LED lights, etc. Construction bidding will take place around April 2023.

**Occupancy:**

OCTOBER AVG CAPACITY	
Chester Garage (880)	39.26%
Old Woodward (745)	52.45%
Park Garage (811)	60.35%
Peabody Garage (437)	81.91%
Pierce Garage (706)	75.68%

**Future Agenda Items**

Download a summary of [future agenda items](#).

**Future Workshop Items**

Download a summary of [future workshop items](#).

CITY OF BHAM MAINTENANCE  
151 Martin St  
Birmingham MI 48009



Dear Subscriber,

We hope you have enjoyed the Birmingham Eccentric over the years. It has been our privilege to share it with loyal subscribers like you. This letter is to notify you the Sunday, December 4th issue will be the last print edition published. Any remaining balance on your subscription account will be refunded via check within 6 weeks.

As a loyal subscriber, we understand this change will impact you, which is why we are taking every step to ensure you have easy access to the news, sports, events, and information you value most at hometownlife.com.

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- **Mobile apps,** available in iTunes and Google Play stores, to stay on top of breaking news and information.
- **Newsletters tailored to specific topics our readers want more of** can be sent right to your inbox! Sign up for one (or all of them) today at **freep.com/newsletters**.

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Thank you for your readership.

Jason Guthrie  
Vice President, Customer Service

**INFORMATION ONLY**





November 16, 2022

Ms. Alexandria Bingham, Clerk  
City of Birmingham  
151 Martin St.  
Birmingham, MI 48012-3001

RE: Important Information—Price Changes

Dear Ms. Bingham:

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in Birmingham, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands. As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 18, 2022, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 248-924-4917.

Sincerely,

Eric Woody  
Manager of External Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170

Enclosure

INFORMATION ONLY

# Important information regarding your Xfinity services and pricing

Effective December 18, 2022

Xfinity TV	Current	New
Choice TV Select	\$32.50	\$37.50
Choice TV Select - with TV Box (Flex upgrade)	\$41.00	\$47.50
Digital Starter	\$65.45	\$68.45
Broadcast TV Fee	\$14.80	\$20.70
Regional Sports Fee	\$9.50	\$10.15
Service to Additional TV	\$8.50	\$10.00

Pay-Per-View and On Demand Subscription Services	Current	New
Acorn TV On Demand	\$5.99	\$6.99

Xfinity Internet	Current	New
Connect	\$59.00	\$62.00
Connect More	\$79.00	\$82.00
Fast	\$89.00	\$92.00
Superfast	\$99.00	\$102.00
Gigabit	\$109.00	\$112.00
Gigabit Extra	\$119.00	\$122.00

Xfinity Equipment	Current	New
TV Box	\$8.50	\$10.00
TV Box + Remote	\$8.50	\$10.00
Internet/Voice Equipment Rental	\$14.00	\$15.00

Beverly Hills, Bingham Farms, Birmingham, Bloomfield, Bloomfield Hills, Franklin, Redford  
85291000 (2060,2560,2570,2580,2590,2600,2610)

P152AH23

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-21193**

- DTE Electric Company requests Michigan Public Service Commission approval of its Integrated Resource Plan pursuant to MCL 460.6t, and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, 570 SB, 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:** Thursday, December 1, 2022 at 9:00 AM

**BEFORE:** Administrative Law Judge Sharon Feldman

**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) November 3, 2022 application requesting the Commission to: 1) approve DTE Electric's Integrated Resource Plan by approving the proposed course of action as the most reasonable and prudent means of meeting DTE Electric's energy and capacity needs; 2) find that DTE Electric does not have a material long term need for generation capacity beginning in any of the next five (5) years; 3) pre-approve DTE Electric's proposed costs for conversion of the Belle River Power Plant, commencing within three years following the Commission's approval of DTE Electric's Integrated Resource Plan; 4) approve DTE Electric's Financial Compensation Mechanism; 5) approve regulatory asset treatment for the remaining net book values of the Monroe Power Plant and the Belle River Power Plant's coal handling assets including cost of removal, decommissioning, and capital expenditures incurred at Monroe after the initial regulatory asset reclassification subject to review in

**INFORMATION ONLY**

future general rate cases; and 6) grant DTE Electric any other and further relief as may be 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 28, 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, Lauren D. Donofrio, 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-21193**. 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.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-21193

INFORMATION ONLY