

BIRMINGHAM CITY COMMISSION AGENDA
JULY 24, 2023
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

- On Saturday, July 29, 2023 the Police Department will hold its first Open House in conjunction with the Day on the Town event from 10 am to 2 pm. Many services that the department offers will be on display, including State and County law enforcement resources. There will also be a bike rodeo for children covering bike safety. Residents are encouraged to come out and meet their Birmingham Police officers.
- Visit Downtown Birmingham on Saturday, July 29, from 9 a.m. to 5 p.m. for Day On The Town, the biggest and most exciting retail event of the year! Find deeply discounted merchandise from over 60 premium retailers, food trucks, live broadcasts, chalk art displays, kids' activities and more in stores and throughout the streets and sidewalks of Downtown Birmingham. From 1 – 3 p.m., join Meaghan from *Mojo in the Morning* and Channel 955, as they broadcast live and hand out free ice cream from the Channel 955 Ice Cream Truck.
- Visit the Birmingham Farmers Market on Sunday, August 6, from 9 a.m. - 2 p.m., for the annual Corn Festival! Shop bountiful peak-season produce (including corn picked just hours before the market), farm-fresh eggs, artisan baked goods and more from over 50 vendors. Enjoy live music, fresh-roasted corn, kids' activities including a petting zoo, crafts and a tractor for photo ops!
- Join us at Booth Park on Friday, August 11, for an outdoor movie night featuring the community's choice of *Despicable Me*. Pre-show entertainment begins at 6:30 p.m.; movie at 7:30 p.m. In the event of inclement weather, movie night will be held the following evening (Saturday).
- Proclamation sending greetings from the City of Birmingham to the mayor and residents of Sarisske Dravce, Slovakia on the occasion of the visit of James W. Suhay, Jr and family.

APPOINTMENTS

- A. Employee recognition
 - 1. Rachel Matti

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

V. CONSENT AGENDA

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

- A. Resolution to approve the City Commission meeting minutes of July 10, 2023.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 13, 2023, in the amount of \$2,256,394.69.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 20, 2023, in the amount of \$1,310,972.13.
- D. Resolution to approve a special event permit as requested by the DAR Piety Hill Chapter to hold the Veterans Day 2023 Annual Wreath-Laying Ceremony on November 11, 2023 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- E. Resolution to approve the Settlement Agreement of July 7, 2023 between the City of Birmingham and BFFA Local 911 for a renewal of the collective bargaining agreement for a term of July 1, 2023 through June 30, 2026, and to authorize staff to execute a collective bargaining agreement consistent with its terms and conditions. Further, to authorize the transfer of the appropriate funds by the Finance Department for these expenditures.
- F. Resolution to amend the fee schedule to increase the following fees for Greenwood Cemetery:

Greenwood Cemetery (126-26)

	Current Fee	Recommended Fee
Grave space accommodating one full burial or three cremations	\$4,000.00	\$6,000.00
Additional Rights of Burial for cremated remains, each	\$750.00	\$1,000.00
Grave space accommodating two cremated remains	\$2,600.00	\$4,000.00
Grave space accommodating one cremated remains	\$1,300.00	\$2,000.00
Administrative fee for transfer of grave ownership	\$200.00	\$400.00

And to make a motion adopting a resolution to release the 88 available graves suitable for burial in the flush rows in Section B, and to direct Greenwood Cemetery Advisory Board to evaluate the fee schedule again for plot costs after 20% of these plots have been sold.

G. Resolution to amend the City's Fee Schedule as follows:

Parking Offenses & Fines (If paid before 10 days / If paid after 10 days)

Expired meter: First six offenses in calendar year \$20/\$30
 Expired meter: Seven offenses or more in calendar year \$60/\$70
 Handicap zone: \$175/\$200

H. Resolution to set a public hearing date of August 28, 2023 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 245 S. Eton – Big Rock Italian Chophouse.

I. Resolution to approve the Birmingham City Commission 2024 Meeting Schedule as submitted:

MONTH	DAY	MEETING	LOCATION
January	8	Regular Meeting	Municipal Building
	20 (Sat 8:30 am)	Long Range Planning	Municipal Building
	22	Regular Meeting	Municipal Building
February	5	Regular Meeting	Municipal Building
	12	Regular Meeting	Municipal Building
March	4	Regular Meeting	Municipal Building
	18	Regular Meeting	Municipal Building
April	8	Regular Meeting	Municipal Building
	15	Regular Meeting	Municipal Building
	27 (Sat 8:30 am)	Budget Hearing	Municipal Building
May	6	Regular Meeting	Municipal Building
	20	Regular Meeting	Municipal Building
June	3	Regular Meeting	Municipal Building
	10	Joint Commission/Planning Bd.	DPS
	24	Regular Meeting	Municipal Building
July	8	Regular Meeting	Municipal Building
	22	Regular Meeting	Municipal Building
August	12	Regular Meeting	Municipal Building
	26	Regular Meeting	Municipal Building
September	9	Regular Meeting	Municipal Building
	23	Regular Meeting	Municipal Building
October	7	Regular Meeting	Municipal Building
	21	Joint Commission/Planning Bd.	DPS
	28	Regular Meeting	Municipal Building
November	18	Regular Meeting	Municipal Building
	25	Regular Meeting	Municipal Building
December	9	Regular Meeting	Municipal Building
	16	Regular Meeting	Municipal Building

- J. Resolution to approve a revised three year agreement ending July 1, 2026 with the Birmingham School District for the provision of a full-time School Resource Officer, with all the salary and benefits for this officer to be paid by the Birmingham School District. In addition, to authorize the Mayor and City Clerk to sign the revised agreement on behalf of the City.

VI. UNFINISHED BUSINESS

- A. Resolution directing the City Clerk to submit the ballot wording for the proposed Ordinance Amending the Prohibition of Marihuana Sales to the County Clerk in order for the question to appear on the November 7, 2023 consolidated election:

Ordinance Amending Prohibition of Marihuana Sales

Shall the Birmingham City Code ordinance, Chapter 26 – Businesses, Article XII, which currently prohibits the sale of marihuana in the City of Birmingham, be amended to authorize and allow one (1) medical marihuana facility and one (1) marihuana recreational establishment to operate in the City of Birmingham?

YES or NO.

VII. NEW BUSINESS

- A. Public Hearing - to amend Chapter 126 (Zoning), Article 2, Section 2.27, Article 4, Section 4.46 Table A, Article 5, Section 5.09, and Article 9, Section 9.02 for the B1 Neighborhood Business District to include Specialty Food Store, Boutique, Bank, and Café as permitted uses, to include Health Club/Studio as a use requiring a Special Land Use Permit, to include indoor dining as an accessory use, to create a definition for a Café use, and to create a parking ratio requirement for a Café use.

- 1. Resolution to approve the proposed ordinance amendments to Article 2, Section 2.27, Article 4, Section 4.46 Table A, Article 5, Section 5.09, and Article 9, Section 9.02 for the B1 Neighborhood Business District to include Specialty Food Store, Boutique, Bank, and Café as permitted uses, to include Health Club/Studio as a use requiring a Special Land Use Permit, to include indoor dining as an accessory use limited to 500 square feet or less, to create a definition for a Café use, and to create a parking requirement for a Café use.

- B. Resolution to approve the reconfiguration of S. Eton Street from Lincoln to Yosemite with Alternative 2 as recommended by the Multi-Modal Transportation Board and indicated in the attached plan view;

AND

Resolution to approve the reconfiguration of S. Eton Street from 14 Mile to Lincoln Ave with Alternative 1 as recommended by the Multi-Modal Transportation Board and indicated in the attached plan view, with the condition that the City of Birmingham receive a TAP Grant to assist in funding the recommended enhancements;

AND

Resolution to approve the reconfiguration of S. Eton Street from Maple to Villa as recommended by the City staff and indicated in the attached plan view, with the condition that the City of Birmingham receive a TAP Grant to assist in funding the recommended enhancements.

AND

Resolution to authorize City staff to complete a TAP Grant application in support of the proposed S. Eton resurfacing with additional multi-modal amenities with the funding match amount up to 50 percent as approved in the F.Y. 2023-2024 budget, with Senior Planner Brooks Cowan and Engineering Director Melissa Coatta to act as the representatives on behalf of the City of Birmingham's project development, with the City of Birmingham committing to owning and operating the proposed multi-modal facilities in perpetuity, and for the City of Birmingham to be responsible for all engineering, permits, administration, potential cost overruns, and any non participating items.

- C. Resolution to approve a three (3) year Lease Agreement in the amount of \$1 per year allowing the YMCA to continue to provide their services at 400 E. Lincoln Street after the City closes on the purchase of the property, and further to direct the Mayor and City Clerk to sign the Lease Agreement with the YMCA.
- D. Resolution to approve Contract No. 22-5560, Control Section M 63051, Job Number 214051CON, between the Michigan Department of Transportation and the City of Birmingham in the amount of \$109,900.00, to charge this expenditure to account number 202.0-316.000-971.0000, and to authorize the Mayor to digitally sign the contract; AND make a motion adopting a resolution to approve the appropriation and amendment to the fiscal year 2023-2024 budget as follows:

Major Street Fund:

Revenues:

Draw From Fund Balance	202.0-000.000-400.0000	<u>\$52,650</u>
Total Revenue		<u>\$52,650</u>

Expenditures:

Machinery and Equipment	202.0-316.000-971.0100	<u>\$52,650</u>
Total Expenses		<u>\$52,650</u>

- E. Resolution to approve the Obstruction Permit Agreement for Right-of-Way Occupancy By H-Pile with Woodward Development, LLC and to accept \$5,000.00 in consideration of allowing a 3-inch encroachment of an H-Pile into the City right-of-way at Daines Street. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.
- F. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

- G. Commission discussion on items from a prior meeting.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

- A. Diane Roach Smith – Regarding Trucks on Melton

X. REPORTS

- A. Commissioner Reports
- 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 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).*



PROCLAMATION

Sending greetings from the City of Birmingham to the mayor and residents of Sarisske Dravce, Slovakia on the occasion of the visit of James W. Suhay, Jr and family.

WHEREAS, Birmingham is a small city of about 20,000 people located north of Detroit, Michigan; and

WHEREAS, James W. Suhay, Jr and his family have been residents of the city of Birmingham, Michigan, for many years; and he is an elected member of Birmingham's Baldwin Public Library Board of Directors; and

WHEREAS, James W. Suhay, Jr's grandfather, Paulus Suhay, was born in the village of Sarisske Dravce in 1871 and immigrated to the United States in 1888, where he married another Slovak immigrant, Maria Jakubianecz, who was from the nearby Slovakian village of Brezovica; and

WHEREAS, James W. Suhay, Jr's ancestors have been born and lived in Sarisske Dravce for centuries: and

WHEREAS, The Suhay family will travel to Sarisske Dravce in August 2023 and will meet with its mayor and local Suhay residents bringing greetings from the City of Birmingham; and

THEREFORE,
BE IT RESOLVED that I, Therese Longe, Mayor of the City of Birmingham, on behalf of the citizens of Birmingham, send greetings to the village of Sarisske Dravce, Slovakia, and express gratitude that the village has been the ancestral home of many who have become citizens of and have made their homes in Michigan and elsewhere in the United States.

*On Behalf of the City of Birmingham and the
residents of Birmingham this 24th day of July, 2023.*

Therese Longe, Mayor



MEMORANDUM

Human Resources Department

DATE: July 19, 2023

TO: Jana L. Ecker, City Manager

FROM: Christina Woods, HR Manager

SUBJECT: Staff Introduction – HR Generalist Rachel Matti, PHR

We are thrilled to announce a valuable addition to our Human Resources team. Please join us in welcoming Rachel Matti, PHR as our new HR Generalist. Rachel brings a wealth of knowledge and experience in recruitment, policy, and legal compliance in HR, along with a genuine passion for helping people.

Rachel has a BA in Human Resource Development from Oakland University. Coming from the private sector, she has successfully provided HR services for hiring, interviewing, onboarding, and ensuring compliance with local and state laws for over 250 employees across the United States. Her expertise in managing diverse teams and navigating complex regulations will be a great addition to our department.

Rachel's enthusiasm and excitement to translate her skills to a municipal setting are truly commendable. She is eager to contribute her energy and expertise to Birmingham's HR department, helping us streamline processes, ensure compliance, and create a positive work environment.

As our new HR Generalist, Rachel will be responsible for a range of essential duties, including onboarding new hires, maintaining records and ensuring paper compliance, and assisting with the administration of employee benefits. Her dedication to providing exceptional support and guidance to our employees aligns perfectly with the City's values.

Let us extend a warm welcome to Rachel and offer our support as she settles into her new role. We are confident that her talents and commitment will make a significant impact as the HR department strives to support the men and women who provide services to the Birmingham community.

Birmingham City Commission Minutes
July 10, 2023
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/839942093>

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 McLain
Commissioner Boutros
Commissioner Haig
Commissioner Host

Absent: Commissioner Baller
Commissioner Schafer

Staff: City Manager Ecker; City Clerk Bingham, City Engineer Coatta, Police Chief Grewe,
City Attorney Kucharek, Human Resources Manager Woods

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

The Mayor noted this would be CM Ecker's first meeting as full-fledged City Manager and congratulated her.

07-165-23 Right to Renew Ordinance

MOTION: Motion by Mayor Longe, seconded by MPT McLain:

To amend tonight's agenda under information only to formally receive the statements on the right to renew ordinance with supporting signatures from the residents of Baldwin House, and make them part of tonight's meeting and agenda minutes.

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

Nays, None

Announcements

- Happy Birthday Mayor Longe!

Appointments

07-166-23 Museum Board

Kristy Hull Barrett was interviewed by the Commission.

MOTION: Nomination by Commissioner Boutros:
To appoint Kristy Hull Barrett to the Museum Board as an alternate member to serve a three-year term to expire July 6, 2026.

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

Nays, None

The Clerk swore in Ms. Barrett.

Employee Recognition

1. Building Department – Permit Technicians
Teri Walker
Lauren Gieraltowski

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

V. CONSENT AGENDA

07-167-23 Consent Agenda

The following items were pulled from the Consent Agenda:

- Staff: Item A – City Commission Minutes of June 26, 2023
- MPT McLain: Item B – Warrant List - June 29, 2023

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Haig:
To approve the Consent Agenda excluding Items A and B.

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

Nays, None

- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 6, 2023, in the amount of \$429,498.47.
- D. Resolution to approve a special event permit as requested by Quarton Elementary to hold the Slow Roll on September 30, 2023 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- E. Resolution to appropriate and amend the 2023-2024 Capital Projects Fund budget as follows:

Revenues:

403.0-000.000-400.0000	Contribution from Fund Balance	\$1,000,000
403.0-901.757-674.0100	Contribution from NEXT	<u>\$ 500,000</u>
	Total Revenues	\$1,500,000

Expenditures:

403.0-901.757-977.0000	Buildings	\$1,500,000
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- F. Resolution to award the Phase 1 and 2 ADA Parking and Path project to Dave's Contracting, Inc. in the amount of \$72,460 and to appropriate and amend the 2023-2024 CDBG Fund budget as follows:

Revenues:

285.0-000.000-522.0000	CDBG Grant	\$28,730
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Expenditures:

285.0-694.000-836.0100	Barrier Free Improvements	\$28,730
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- G. Resolution to approve the Settlement Agreement of May 31, 2023 between the City of Birmingham and AFSCME Local 998 for the term of July 1, 2023 through June 30, 2026, and to authorize staff to execute a collective bargaining agreement consistent with its terms and conditions. Further, to authorize the transfer of the appropriate funds by the Finance Department from the wage adjustment account to the respective department budgets for these expenditures.
- H. Resolution to authorize the City Clerk to complete the Local Approval Notice at the request of S-Three Restaurant, LLC to transfer the membership of S-Three Restaurant, LLC which is owned 100% by Stephen Simon, which holds the Class C and SDM License with Sunday Sales (PM) and Outdoor Service Area located at 117 Willits St., Birmingham, Oakland County, MI to 82% Stephen Simon, 9% Karen Crabill and 9% Wayne Rusnell.

- I. Resolution to award the Pierce Street Paving Project Contract #3-23(W) to Angelo Iafrate Construction Company in the amount of \$2,753,777.50 and a 5% construction contingency for a total of \$2,891,466.37. In addition, authorize the Mayor and City Clerk to sign the agreement on behalf of the City after the review of Angelo Iafrate Construction Company's insurance, and bonds contingent upon execution of the agreement and meeting all insurance and bonding requirements. Funding for this project has been budgeted in the following accounts:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Major Street Fund	202.0-449.001-981.0100	\$1,101,751.85	\$55,087.59	\$1,156,839.44
Sewer Fund	590.0-537.000-981.0100	\$137,573.64	\$6,878.68	\$144,452.32
Water Fund	591.0-544.000-981.0100	\$1,514,452.01	\$75,722.60	\$1,590,174.61

AND

To approve the appropriation and amendment of the fiscal year 2023/2024 budget as follows:

Major Street Fund:

Revenues:

202.0-000.000-400.0000	Draw from Fund Balance	\$1,156,840
Total Revenue		<u>\$1,156,840</u>

Expenditures:

202.0-449.001-981.0100	Public Improvement	\$1,156,840
Total Expenses		<u>\$1,156,840</u>

Sewer Fund:

Revenues:

590.0-000.000-400.0000	Draw from Net Position	\$144,460
Total Revenue		<u>\$144,460</u>

Expenditures:

590.0-537.000-981.0100	Public Improvement	\$144,460
Total Expenses		<u>\$144,460</u>

Water Fund:

Revenues:

591.0-000.000-400.0000	Draw from Net Position	\$1,590,180
Total Revenue		<u>\$1,590,180</u>

Expenditures:

591.0-544.000-981.0100	Public Improvement	\$1,590,180
Total Expenses		<u>\$1,590,180</u>

07-168-23 City Commission Minutes of June 26, 2023 (Item A)

CC Bingham noted a correction to the minutes.

Commissioner Haig recommended the City Attorney's email regarding Melissa Mark's appointment to the Ad Hoc Aging in Place Committee be appended to the minutes.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host:
To approve the revised City Commission meeting minutes of May 22, 2023 with two amendments.

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

Nays, None

07-169-23 Warrant List - June 29, 2023 (Item B)

MPT McLain noted for the public that two payments were made to the 48th District Court as part of this warrant list and noted that the Commission remained aware of ongoing concerns regarding the City's relationship with the Court.

MOTION: Motion by MPT McLain, seconded by Commissioner Host:
To approve the warrant list, including Automated Clearing House payments, dated June 29, 2023, in the amount of \$1,875,028.80.

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

Nays, None

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

07-170-23 Public Hearing - Confirmation of SAD Roll 905 Pierce Street Paving – Water Laterals

The Mayor opened the public hearing at 7:41 p.m.

DT Katz presented the item and CA Kucharek explained the SAD process.

CM Ecker and Mayor Longe noted an email from Christine Pikulas disputing the prior hearing regarding the SAD had been received by the City and distributed to the Commission.

In reply to an inquiry from Chet Falk, CA Kucharek said she would confer with the City Manager regarding Ms. Pikulas' email about the SAD charges.

CE Coatta answered a question from Mr. Falk regarding which homes would be included in the SAD.

The Mayor closed the public hearing at 7:50 p.m.

Staff answered informational questions from the Commission.

MPT McLain noted that the City follows specific legal guidelines for noticing SADs, maintains a record of that, provides notification in a publication, and provides direct notifications to the appropriate property owners.

MOTION: Motion by MPT McLain, seconded by Commissioner Boutros:
To adopt the following resolution:

Resolution confirming Special Assessment Roll 905 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 905, has been heretofore prepared for collection, and

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

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction and the Commission Resolution 06-128-23 provided it would meet this 10th day of July, 2023 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this July 10, 2023, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll, and

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 905 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that the special assessment shall be payable in five (5) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of nine and one quarter percent (9.25%) on all unpaid installments.

The list on page 7A, number three, is included with parcel number, sidwell number, street address, and SAD assessment.

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

Nays, None

07-171-23 School Resource Officer

PC Grewe and CM Ecker presented the item.

MPT McLain thanked PC Grewe for completing the negotiation and said it was important to send a message of safety.

The Mayor noted that the responsibility to keep children safe at schools rests primarily with the School District, that the City was glad to be able to assist with the schools located within Birmingham, and that she was glad this was negotiated to everyone's benefit.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
To make a motion adopting a resolution to approve a three year agreement ending July 1, 2026 with the Birmingham School District for the provision of a full-time School Resource Officer, with all salary and benefits for this officer to be paid by the Birmingham School District. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City with the condition that there are no changes to the contract in front of us tonight.

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

Nays, None

07-172-23 2024 State, Federal And Significant Holidays To Avoid Scheduling Public Meetings

HRM Woods and CM Ecker presented the item.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
To adopt the resolution to designate the following dates as listed in tonight's package 7C page three as City recognized legal holidays pursuant to Section 2-26 of the Birmingham City Code.

And further, to designate Juneteenth as an annual day of closure for City Hall offices and instructing the administration to include this day as a paid holiday for eligible employees, identified in the collective bargaining agreements and employee handbooks for 2024 and beyond.

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

Nays, None

07-173-23 Closed Session Pursuant to MCL § 15.268 Sec. 8(h) of the Open Meetings Act

CA Kucharek presented the item.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host: To meet in closed session to discuss a written attorney/client privilege communication pursuant to MCL § 15.268 Sec. 8(h) of the Open Meetings Act.

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

Nays, None

The Commission went into closed session at 8:10 p.m.

The Commission returned from closed session at 8:51 p.m.

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

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Advisory Parking Committee
 - 2. Notice of Intention to Appoint to the Public Arts Board

B. Commissioner Comments

In reply to Commissioner Host, CM Ecker stated that Staff was working on the right to renew topic.

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

D. Legislation

E. City Staff

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 8:52 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist



Alex Bingham <abingham@bhamgov.org>

Fwd:

1 message

Jana Ecker <Jecker@bhamgov.org>
To: City Commission <city-commission@bhamgov.org>

Wed, Jun 28, 2023 at 12:09 PM

FYI

----- Forwarded message -----

From: **Jana Ecker** <Jecker@bhamgov.org>
Date: Wed, Jun 28, 2023 at 12:09 PM
Subject: Re:
To: Mary Kucharek <Mkucharek@bhlaw.us.com>
Cc: Rebekah Craft <rebekah.craft@baldwinlib.org>

Thank you for your response.

On Wed, Jun 28, 2023 at 11:35 AM Mary Kucharek <Mkucharek@bhlaw.us.com> wrote:

Dear Ms. Ecker,

At the City Commission meeting of Monday June 26, 2023, a question arose as to whether a Baldwin Library Board member may serve on the ad hoc Aging Committee. I have reviewed the City's Charter, ordinances and the Baldwin Board bylaws and rules and find prohibitions against the dual service. While it is a policy, and at times an ordinance endorsed mandate, that persons not serve on two boards or committees at once, ad hoc committees have at times deviated from this policy. Therefore, it is my opinion that Melissa Mark's appointment by the City Commission should stand.

*Thank you.**Mary M. Kucharek**Attorney-at-Law**Beier Howlett, P.C.**Direct Dial (248)282-1075**(248) 645-9400 Ext. 211**mkucharek@bhlaw.us.com*

--
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.

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City of Birmingham
Warrant List Dated 07/13/2023

Meeting of 07/24/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
293052	*	000855	48TH DISTRICT COURT	324,134.65
293053	*	009678	ALAN CARMICHAEL	850.00
293054		BDREFUND	ALBAUGH MASONRY STONE AND TILE	100.00
293055	*	009694	ALPINA RESTORATION LLC	19,256.03
293056		BDREFUND	AMERICAN STANDARD ROOFING	300.00
293057		009202	AQUARIUM DESIGN INC	340.00
293058	*	000500	ARTECH PRINTING INC	272.00
293059		BDREFUND	AVRIPAS CONSTRUCTION	2,000.00
293060		BDREFUND	BABI CONSTRUCTION INC	2,000.00
293061		001122	BOB BARKER CO INC	40.65
293062		BDREFUND	BASEMENT WATERPROOFING & FOUNDATION	100.00
293063	*	009358	BEASLEY MEDIA GROUP, LLC	5,500.00
293064	*	004931	BIDNET	222.75
293065		BDREFUND	BIRMINGHAM PLBG CO INC	714.19
293066		BDREFUND	BOGAERTS II, ALEXANDER V	2,000.00
293067		006966	BRIDGESTONE GOLF, INC	265.55
293068	*	003786	C & G PUBLISHING INC.	1,012.20
293069		003907	CADILLAC ASPHALT, LLC	1,390.50
293070	*	008082	CAMFIL USA INC	150.00
293071	*	009078	CANON SOLUTIONS AMERICA INC	402.73
293072		BDREFUND	CEDAR WORKS INC	400.00
293073	*	008540	CERTIFIED LABORATORIES	949.14
293074	*	006840	CHAPP & BUSHEY OIL CO. INC.	745.39
293075		008243	CHARTER TOWNSHIP OF BLOOMFIELD	7,711.00
293076	*	000619	THE COMMUNITY HOUSE	250.00
293077		BDREFUND	CREATIVE BRICK PAVING & LANDSCAPING	100.00
293078	*	009145	CREATIVE COLLABORATIONS	3,800.00
293079		BDREFUND	CREGGER SERVICES INC	1,000.00
293080		009024	THE D.M. BURR GROUP	4,819.00
293081		009549	DANIEL CRUMP DBA	1,400.00
293082		009309	DEALER AUTO PARTS	6.37
293083		002719	DES MOINES STAMP	39.00
293084		008777	DESIGN INDUSTRY, LLC	22,050.00
293085		BDREFUND	DINVERNO REMODELING AND CONSTRUCTIO	200.00
293086		009130	DOG WASTE DEPOT	1,175.64
293087	*	009675	DOHO HUBBARD INVESTMENTS, LLC	1,500.00
293088	*	000179	DTE ENERGY	229.19
293089	*	000179	DTE ENERGY	25.03
293090	*	000179	DTE ENERGY	92.61
293091	*	000179	DTE ENERGY	18.04
293092	*	000179	DTE ENERGY	582.34
293093	*	000179	DTE ENERGY	756.47

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293094	*	000179	DTE ENERGY	38.12
293095	*	000179	DTE ENERGY	1,743.92
293096	*	000179	DTE ENERGY	96.77
293097	*	000179	DTE ENERGY	197.21
293098	*	000179	DTE ENERGY	1,803.68
293099	*	000179	DTE ENERGY	240.69
293100	*	000179	DTE ENERGY	944.08
293101	*	000179	DTE ENERGY	672.53
293102	*	000179	DTE ENERGY	1,076.37
293103	*	000179	DTE ENERGY	61.29
293104		MISC	DYNAMIC SYSTEMS INC.	5,300.00
293105		BDREFUND	ELANA & SIARHEI ASTAPOVICH	200.00
293106		008139	ENVISIONWARE INC.	3,781.00
293107		BDREFUND	ERIC HIGH JR	100.00
293108		BDREFUND	FAIRPLAY HOME MAINTENANCE	200.00
293109	*	009690	FAIRYTALE ENTERAINMENT PARTYS INC	242.00
293110	*	009690	FAIRYTALE ENTERAINMENT PARTYS INC	384.00
293111	*	009690	FAIRYTALE ENTERAINMENT PARTYS INC	310.00
293112		BDREFUND	FLOYD STREET, II, LLC	250.00
293113		BDREFUND	G.C. CARPENTRY	200.00
293114		BDREFUND	GEORGINA B HAGEMEYER TRUST	100.00
293115	*	004604	GORDON FOOD	1,080.70
293116		BDREFUND	GREEN BUILDING CONSTRUCTION SERVICE	560.00
293117		BDREFUND	HM HOMES LLC	1,400.00
293118	*	001956	HOME DEPOT CREDIT SERVICES	1,367.51
293119		000948	HYDROCORP	1,381.00
293120		BDREFUND	IDEAL BUILDERS AND REMODELING INC	100.00
293121		BDREFUND	IDEAL BUILDERS AND REMODELING INC	500.00
293122	*	009259	IHEART MEDIA	4,499.99
293123		001090	INGRAM LIBRARY SERVICES	205.61
293124		009037	INNOVATIVE INTERFACES INC	60,586.84
293125	*	009674	VENTUREX MUSIC	1,000.00
293126		BDREFUND	KCHIKIAN, ERIC	100.00
293127		004088	KGM DISTRIBUTORS INC	454.00
293128	*	003464	KINSMAN CO INC	79.64
293129	*	002659	CHRISTOPHER KOCH	137.51
293130		004904	KONICA MINOLTA BUSINESS SOLUTIONS	5,174.00
293131		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
293132		009375	LITHIA MOTORS, INC SUPPORT SERVICES	314.49
293133	*	009350	LITTLE GUIDE LLC	1,500.00
293134		BDREFUND	LIVE WELL CUSTOM HOME LLC	10,500.00
293135		BDREFUND	LYNCH CUSTOM HOMES	2,000.00
293136		BDREFUND	M. GEORGE CONSTRUCTION	100.00

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293137		BDREFUND	MAC CONSTRUCTION, INC.	100.00
293138	*	008467	MAGIC BUS BAND LLC	2,400.00
293139		BDREFUND	MAINSTREET DESIGN & BUILD	600.00
293140	*	009693	DEVAR + THE DETROITERS	250.00
293141		009445	MCSA GROUP, INC.	2,920.00
293142		BDREFUND	MELISTAS HOMES, LLC	1,150.00
293143		BDREFUND	MELISTAS, GEORGE P	5,000.00
293144	*	009143	MICHAEL SHUKWIT	250.00
293145		BDREFUND	MICHIGAN ASPHALT PAVING	100.00
293146	*	003459	MICHIGAN DOWNTOWN ASSOCIATION	150.00
293147	*	006461	MID AMERICA RINK SERVICES	1,421.87
293148		009630	MIDWAY CLEANING CO, LLC	800.00
293149		006349	MIDWEST COLLABORATIVE	125.00
293150		BDREFUND	MILLENNIUM-THE INSIDE SOLUTION	200.00
293151		BDREFUND	MOSHER DOLAN	1,000.00
293152		BDREFUND	MULLIGAN CONSTRUCTION	100.00
293153		BDREFUND	NELSON BROS SWR & PLBG SVC INC	1,000.00
293154		BDREFUND	NIELD, JEFFREY C	500.00
293155		BDREFUND	NOSAN VENTURES LLC	1,000.00
293156		002853	OAKLAND COMMUNITY COLLEGE	500.00
293157	*	000477	OAKLAND COUNTY	1,235.25
293158	*	008519	OAKLAND COUNTY MOMS	2,100.00
293159		000919	OAKLAND COUNTY TREASURER	8,981.17
293160	*	000675	OAKLAND SCHOOLS	6,121.68
293161		000678	OCLC, INC.	4,001.53
293162	*	009478	ODP BUSINESS SOLUTIONS, LLC	424.00
293163		006785	OVERDRIVE, INC.	19,938.69
293164		BDREFUND	PALERMO CONSTRUCTION	200.00
293165		BDREFUND	PAUL CAPPUSO	600.00
293166		BDREFUND	PCI INDUSTRIES, INC.	11,000.00
293167		BDREFUND	PETRUCCI HOMES/MICHAEL PETRUCCI	1,400.00
293168		001263	POSITIVE PROMOTIONS INC	1,678.17
293169		008852	REDGUARD FIRE & SECURITY INC	300.00
293170		BDREFUND	ROGERS DESIGN BUILD SVS LLC	200.00
293171		BDREFUND	ROOF ONE LLC	200.00
293172		BDREFUND	RPM	200.00
293173		BDREFUND	SAIF DEVELOPMENT LLC	200.00
293174		BDREFUND	SAKER, JOSEPH G	200.00
293175	*	006590	SECURE DOOR, LLC	960.52
293176		BDREFUND	SINGER BUILDING COMPANY	250.00
293177		BDREFUND	SL MARTIN LLC	200.00
293178		009587	REPCOLITE PAINTS INC	27.47
293179	*	007907	SP+ CORPORATION	500.00

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Check Number	Early Release	Vendor #	Vendor	Amount
293180		000260	SPARTAN DISTRIBUTORS INC	418.44
293181		BDREFUND	SPECTRUM NEON CO.	200.00
293182		BDREFUND	SPECTRUM NEON COMPANY	100.00
293183	*	009341	STAMPMAKER.COM	64.65
293184		009201	STEPHEN SHUKWIT	1,650.00
293185		BDREFUND	STERLING DEVELOPMENT CORP	1,000.00
293186		BDREFUND	STICKNEY, JOHN T	100.00
293187		BDREFUND	THOMAS P GRIFFIN	500.00
293188	*	MISC	TIM DAVIS	95.00
293189		BDREFUND	TUFF SHED INC	100.00
293190	*	004379	TURNER SANITATION, INC	1,049.31
293191		008941	UPTOWN MARKET OF BIRMINGHAM	122.07
293192	*	001279	US FIGURE SKATING ASSOC.	665.00
293193		007226	VALLEY CITY LINEN, INC	24.00
293194	*	000293	VAN DYKE GAS CO.	29.20
293195		000931	VARSITY SHOP	240.60
293196		BDREFUND	VENTURES DESIGN	300.00
293197	*	000158	VERIZON WIRELESS	1,511.56
293198	*	000158	VERIZON WIRELESS	102.95
293199	*	000158	VERIZON WIRELESS	49.06
293200	*	000158	VERIZON WIRELESS	147.18
293201	*	000158	VERIZON WIRELESS	76.02
293202	*	000158	VERIZON WIRELESS	1,357.01
293203	*	000158	VERIZON WIRELESS	150.68
293204	*	002996	GREG WALD	164.33
293205		BDREFUND	WALLSIDE INC	500.00
293206	*	004497	WATERFORD REGIONAL FIRE DEPT.	285.78
293207		000299	WEINGARTZ SUPPLY CO.	90.94
293208		009026	WELLS FARGO VENDOR FIN SERV	677.87
293209		BDREFUND	WILLIAM STROTHER	500.00
293210		MISC	WILLIAM THOMPSON	10.48
293211		BDREFUND	WINNICK HOMES LLC	300.00
293212		004512	WOLVERINE POWER SYSTEMS	857.43

SUBTOTAL PAPER CHECK \$613,908.33

ACH TRANSACTION

8521	*	009126	AMAZON CAPITAL SERVICES INC	554.14
8522	*	009126	AMAZON CAPITAL SERVICES INC	75.62
8523	*	009126	AMAZON CAPITAL SERVICES INC	171.96
8524	*	009126	AMAZON CAPITAL SERVICES INC	54.75
8525	*	009126	AMAZON CAPITAL SERVICES INC	14.49
8526	*	009126	AMAZON CAPITAL SERVICES INC	35.98
8527	*	009126	AMAZON CAPITAL SERVICES INC	444.93
8528		009126	AMAZON CAPITAL SERVICES INC	60.62

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Check Number	Early Release	Vendor #	Vendor	Amount
8529	*	009126	AMAZON CAPITAL SERVICES INC	16.88
8530	*	009126	AMAZON CAPITAL SERVICES INC	428.40
8531	*	001357	ART/DESIGN GROUP LTD	1,198.25
8532	*	000517	BEIER HOWLETT P.C.	313.50
8533		006683	BIRMINGHAM LAWN MAINTENANCE, INC	78.00
8534	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	506,705.91
8535	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	89.25
8536		008545	JAIMI BROOK	35.92
8537		000605	CINTAS CORPORATION	184.27
8538	*	000605	CINTAS CORPORATION	147.68
8539		000605	CINTAS CORPORATION	38.82
8540	*	000605	CINTAS CORPORATION	136.73
8541	*	008044	CLUB PROPHET	554.00
8542		002668	CONTRACTORS CLOTHING CO	750.18
8543	*	009557	ZECO, LLC	330.00
8544	*	006528	DOWNTOWN PUBLICATIONS INC	878.00
8545	*	009250	ERIKA BASSETT	5.04
8546	*	004574	FAIR-WAY TILE & CARPET, INC.	1,504.00
8547		000217	FOUR SEASON RADIATOR SERVICE INC	480.33
8548	*	007289	BRIAN FREELS	25.00
8549	*	000592	GAYLORD BROS., INC	276.65
8550	*	001663	SCOTT GREWE	122.25
8551	*	001672	HAYES PRECISION INC	125.00
8552		007927	MICHELLE HOLLO	665.00
8553	*	008378	THE HUNTINGTON NATIONAL BANK	500.00
8554	*	008851	INSIGHT INVESTMENT	6,003.00
8555		000261	J.H. HART URBAN FORESTRY	18,648.00
8556		009249	JCC CREATIVE LLC	250.00
8557	*	003458	JOE'S AUTO PARTS, INC.	299.66
8558	*	008827	KANOPY, INC	387.60
8559	*	007827	HAILEY R KASPER	156.00
8560	*	005876	KROPF MECHANICAL SERVICE COMPANY	1,244.50
8561	*	005550	LEE & ASSOCIATES CO., INC.	1,905.74
8562		000795	LIBRARY DESIGN ASSOCIATES, INC.	1,100.00
8563		002013	MIDWEST TAPE	8,082.89
8564	*	009242	MILES PARTNERSHIP LLLP	1,430.00
8565	*	006409	MOSHER & ASSOCIATES LLC	3,212.40
8566		006812	MUNICIPAL ADVISORY COUNCIL OF MI	100.00
8567		002253	NATIONAL BUSINESS FURNITURE	5,289.85
8568		009276	NEWTONS SOLUTIONS LLC	775.00
8568	*	009276	NEWTONS SOLUTIONS LLC	750.00
8569	*	007856	NEXT	31,658.00
8570	*	006359	NYE UNIFORM COMPANY	349.50

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Check Number	Early Release	Vendor #	Vendor	Amount
8571	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	941,880.23
8572	*	005688	PEGASUS ENTERTAINMENT INC	3,000.00
8573		006729	QUENCH USA INC	379.20
8574	*	003554	RKA PETROLEUM	12,461.38
8575	*	001181	ROSE PEST SOLUTIONS	103.00
8576	*	003785	SIGNS-N-DESIGNS INC	1,602.00
8577		000254	SOCRRA	82,545.00
8578	*	004887	TRUCK & TRAILER SPECIALTIES INC	1,343.86
8579		000969	VIGILANTE SECURITY INC	528.00
SUBTOTAL ACH TRANSACTION				\$1,642,486.36
GRAND TOTAL				\$2,256,394.69

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



Mark Gerber
 Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 07/20/2023

Meeting of 07/24/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
293213		005705	4IMPRINT, INC	606.41
293214	*	006965	7UP DETROIT	263.40
293215		BDREFUND	ABOOD, JEFFREY	500.00
293216		008872	ACE DOOR COMPANY	773.00
293217		008106	ACUSHNET COMPANY	215.14
293218		009519	ADVANTAGE REPORTING	123.10
293219		003708	AIRGAS USA, LLC	326.55
293220	*	009393	AMANDA MCBRIDE	600.00
293221	*	008304	AMERINET	32,732.50
293222		000500	ARTECH PRINTING INC	269.00
293223	*	006759	AT&T	61.66
293224		006759	AT&T	398.39
293225		009609	BALIAN LEGAL, PLC	300.00
293226		BDREFUND	bazaj, adrian	500.00
293227		BDREFUND	BAZAJ, ADRIAN	750.00
293228		002231	BILLINGS LAWN EQUIPMENT INC.	36.89
293229	*	004465	BMI	421.00
293230		003526	BOUND TREE MEDICAL, LLC	912.77
293231		006966	BRIDGESTONE GOLF, INC	419.02
293232	*	006953	JACQUELYN BRITO	88.96
293233		005717	BSB COMMUNICATIONS, INC.	175.00
293234		003907	CADILLAC ASPHALT, LLC	742.07
293235	*	009078	CANON SOLUTIONS AMERICA INC	2,421.10
293236		007774	COMCAST BUSINESS	1,269.68
293237		008512	COOL THREADS EMBROIDERY	867.87
293238		BDREFUND	CREGGER SERVICES INC	1,000.00
293239		009529	DAVEY RESOURCE GROUP, INC.	2,275.00
293240		009309	DEALER AUTO PARTS	190.85
293241		BDREFUND	Dennis Robert Leach	100.00
293242		007498	RONALD L. DIX	99.78
293243	*	000179	DTE ENERGY	31.29
293244	*	000179	DTE ENERGY	18.73
293245	*	000179	DTE ENERGY	38.53
293246	*	000180	DTE ENERGY	49,456.29
293247		009340	DVM UTILITIES	14,320.00
293248	*	000274	E-Z-GO DIVISION OF TEXTRON INC	8,556.41
293249		000493	ED RINKE CHEVROLET BUICK GMC	444.57
293250		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
293251		BDREFUND	GGA SERVICES LLC	2,000.00
293252	*	004604	GORDON FOOD	496.99
293253		009275	GREAT LAKES COCA-COLA DISTRIBUTION	405.55
293254		000249	GUARDIAN ALARM	361.60

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293255		008481	HART INTERCIVIC, INC	9,356.00
293256	*	MISC	HEALING HOMES	150.00
293257		BDREFUND	HM HOMES LLC	2,000.00
293258	*	001956	HOME DEPOT CREDIT SERVICES	1,684.60
293259		006416	HUNTINGTON WOODS POOLS & SPAS, INC	323.88
293260	*	MISC	IAN NOCK	20.34
293261	*	009701	IMEG CONSULTANTS CORP.	11,400.00
293262		009551	INTERMEDIA. NET INC	340.94
293263		006521	INTERSTATE BILLING SERVICE INC	568.92
293264		000344	J.T. EXPRESS, LTD.	5,662.36
293265	*	009518	STICK A PIG IN IT	1,675.00
293266	*	009403	JUSTIN ZAYID	300.00
293267		005291	KAESER & BLAIR INC	817.35
293268	*	000362	KROGER COMPANY	34.47
293269		BDREFUND	KURTIS KITCHEN & BATH CENTERS	500.00
293270	*	008553	L.G.K. BUILDING, INC	1,615.00
293271	*	MISC	LAURA SCHREINER	21.00
293272	*	009386	LAW OFFICE OF BRIAN P. FENECH	900.00
293273	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	300.00
293274		009375	LITHIA MOTORS, INC SUPPORT SERVICES	685.21
293275		BDREFUND	M & N GENERAL CONTRACTING, LLC	100.00
293276		009546	MASTERS TELECOM	135.82
293277		000888	MCKENNA ASSOCIATES INC	50,521.51
293278		009445	MCSA GROUP, INC.	2,920.00
293279		009351	MERRITT CIESLAK DESIGN PLC	1,000.00
293280		001950	MILLER CANFIELD PADDOCK AND	1,190.00
293281	*	007744	MOHAMED F. CHAMMAA	38.60
293282		BDREFUND	MR ROOF HOLDING CO LLC	200.00
293283	*	MISC	NATHAN ZACK	12.00
293284		006723	NEWMIND GROUP, INC	20,880.00
293285	*	000477	OAKLAND COUNTY	502,687.52
293286		001325	P.K. CONTRACTING INC	12,697.00
293287	*	009700	PARTY ANIMALS, INC.	1,462.50
293288		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00
293289		009612	PLAYAWAY PRODUCTS LLC	188.97
293290		001263	POSITIVE PROMOTIONS INC	1,520.30
293291	*	000801	POSTMASTER	1,213.55
293292		009703	PRECISE DIGITAL LLC	7,937.00
293293	*	009614	PROGRESSIVE PLUMBING SUPPLY CO	104.81
293294		009666	RAM CONSTRUCTION SERVICES OF MICHIG	49,438.35
293295		002566	REYNOLDS WATER	110.75
293296		BDREFUND	RIZWAN LOKHANDWALA	500.00
293297		BDREFUND	ROMINE LANDSCAPE	1,000.00

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293298	*	002806	SAM'S CLUB/SYNCHRONY BANK	131.46
293299		BDREFUND	SAS SERVICES INC	100.00
293300		007142	SHERWIN-WILLIAMS COMPANY	214.77
293301		008815	SHI INTERNATIONAL CORP.	43,936.00
293302	*	008073	SITEONE LANDSCAPE SUPPLY, INC	549.74
293303		BDREFUND	SONNTAG, ANDREW	100.00
293304		000260	SPARTAN DISTRIBUTORS INC	3,198.37
293305	*	009522	STORMWIND STUDIOS	5,300.00
293306		004544	STRYKER SALES CORPORATION	326.18
293307		007408	T-MOBILE	667.76
293308		BDREFUND	TEMPLETON BUILDING COMPANY	500.00
293309		007115	TERMINIX PROCESSING CENTER	944.44
293310		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	2,213.54
293311		BDREFUND	TOMMASO ANSELMINO	100.00
293312		008632	TURNOUT RENTAL	177.60
293313		007226	VALLEY CITY LINEN, INC	126.21
293314	*	000293	VAN DYKE GAS CO.	58.40
293315	*	000158	VERIZON WIRELESS	308.16
293316	*	000158	VERIZON WIRELESS	146.25
293317	*	009705	VIKING ESP CORPORATION	1,858.55
293318		009300	VIRTRU CORPORATION	9,239.00
293319	*	008391	XEROX CORPORATION	112.80
293320	*	008902	ZORO TOOLS, INC.	60.06

SUBTOTAL PAPER CHECK \$890,752.14

ACH TRANSACTION

8596	*	000282	APOLLO FIRE EQUIPMENT	1,482.02
8597	*	009383	BATTI LAW PLLC	1,200.00
8598	*	007345	BEVERLY HILLS ACE	43.17
8599		006683	BIRMINGHAM LAWN MAINTENANCE, INC	196.00
8599	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	456.00
8600		009326	CAPFINANCIAL PARTNERS, LLC	22,500.00
8601	*	009396	CECILIA QUIRINDONGO BAUNSOE	300.00
8602		000605	CINTAS CORPORATION	184.27
8603	*	009540	CIVICPLUS, LLC	704.00
8604		001367	CONTRACTORS CONNECTION INC	797.95
8605	*	009557	ZECO, LLC	1,100.00
8606		009515	KAMERON DIMITRY	281.65
8607		001077	DUNCAN PARKING TECH INC	7,833.15
8608	*	007538	EGANIX, INC.	720.00
8609		004574	FAIR-WAY TILE & CARPET, INC.	1,886.00
8610	*	000592	GAYLORD BROS., INC	11.98
8611	*	001672	HAYES PRECISION INC	90.00
8612		001318	HERC RENTALS	3,767.29

City of Birmingham
Warrant List Dated 07/20/2023

Meeting of 07/24/2023

Check Number	Early Release	Vendor #	Vendor	Amount
8613	*	000331	HUBBELL ROTH & CLARK INC	2,443.23
8614	*	009390	IDUMESARO LAW FIRM, PLLC	520.00
8615	*	007870	J.C. EHRLICH CO. INC.	162.84
8616	*	000261	J.H. HART URBAN FORESTRY	35,306.75
8617		009298	JCR SUPPLY INC	969.68
8618	*	003458	JOE'S AUTO PARTS, INC.	95.54
8619	*	007244	CHRISTOPHER JUDKINS	30.00
8620	*	004085	KONE INC	2,086.45
8621	*	009392	LAMB LEGAL CONSULTING SERVICES	1,200.00
8622	*	009385	LAW OFFICE OF MICHAEL J. DICK	600.00
8623		005550	LEE & ASSOCIATES CO., INC.	1,348.00
8623	*	005550	LEE & ASSOCIATES CO., INC.	178.00
8624	*	003527	LOWER HURON SUPPLY CO INC	1,031.78
8625	*	009398	MARCIA C ROSS PC	300.00
8626		007755	NETWORK SERVICES COMPANY	903.00
8627		001864	NOWAK & FRAUS ENGINEERS	29,846.00
8628	*	006359	NYE UNIFORM COMPANY	1,241.50
8629	*	009395	ORLANDO LAW PRACTICE PC	300.00
8630	*	002767	OSCAR W. LARSON CO.	239.00
8631	*	001753	PEPSI COLA	846.00
8632	*	003785	SIGNS-N-DESIGNS INC	95.00
8633	*	001097	SOCWA	281,740.90
8634		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,570.52
8635		005861	UNIQUE MGMT SERVICE, INC	20.60
8636		009266	US SIGNAL COMPANY LLC	7,172.17
8637		008711	VOLVIK USA	921.45
8638		009128	WITMER PUBLIC SAFETY GROUP INC	412.10
8639	*	009379	YELLOW DOOR LAW	5,086.00
SUBTOTAL ACH TRANSACTION				\$420,219.99
GRAND TOTAL				\$1,310,972.13

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



Mark Gerber
 Finance Director/ Treasurer

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



MEMORANDUM

City Clerk's Office

DATE: July 14, 2023
TO: Jana L. Ecker, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: Special Event Application: Veterans Day 2023 Annual Wreath-Laying Ceremony

INTRODUCTION:

DAR Piety Hill Chapter has submitted a special event application to hold the Veterans Day 2023 Annual Wreath-Laying Ceremony on November 11, 2023. Set up for the event is scheduled for November 11, 2023 at 9:00 a.m. The event begins at 10:30 a.m. and concludes at 12:00 p.m. Teardown is scheduled for 12:00 p.m.

BACKGROUND:

The necessary departments reviewed the proposed event details submitted in the application, and departments provided feedback on requirements and estimated costs. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

This event honors all veterans, and places wreaths at the WWII & Civil War memorials in Shain Park.

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

Small Business Saturday	11/25/23	Birmingham Shopping District
Santa Walk	11/25/23	Shain Park
Santa House and Carriage Rides	11/25/23 & 11/26/23	Shain Park

LEGAL REVIEW:

No legal review is required for this action.

FISCAL IMPACT:

All costs associated with this event will be paid by applicant.

SUSTAINABILITY

There are no sustainability comments associated with this event.

PUBLIC COMMUNICATIONS:

Residents and businesses within 300 feet of the event space were notified about the details of this event by letter mailed at least two weeks prior to the commission meeting.

SUMMARY:

The City Commission is being asked to approve a special event permit for the Veterans Day 2023 Annual Wreath-Laying Ceremony to be held November 11, 2023 from 10:30 a.m. to 12:00 p.m., with set up November 11, 2023 at 9:00 a.m. Teardown will begin November 11, 2023 at 12:00 p.m.

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 June 20, 2023. 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 DAR Piety Hill Chapter to hold the Veterans Day 2023 Annual Wreath-Laying Ceremony on November 11, 2023 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

23-00012218
cc date: 7/24/23
mail: 7/10/23

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

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

Police Department acknowledgement: [Signature]

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 June 15, 2023

Name of Event Veteran's Day 2023 Annual Wreath-Laying Ceremony Shain Park

Detailed Description of Event (attach additional sheet if necessary) Annual public ceremony joint event by DAR Piety Hill Chapter + City of Birmingham. This honors all Veterans, and place wreaths at the WWII + Civil War Memorials in Shain Park
Flag Raising Ceremony by flagpole. Speeches using PA system/percussion + broadcast on

Location Shain Park South Side of fountain. Bio. on field Community TEL 1507
inlement weather's Band Shell.

Date(s) of Event Nov. 11, 2023 Hours of Event 10:30 AM - 12:00 Noon

Date(s) of Set-up Nov. 11, 2023 Hours of Set-up 9:00 AM - 10:30 AM

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

Date(s) of Tear-down Nov. 11, 2023 Hours of Tear-down 12:00 Noon - 5pm

Organization Sponsoring Event Piety Hill Chapter, NSDAR, Birmingham, + City of Birmingham

Organization Address 1392 Cedar Drive, Birmingham, MI 48009

Organization Phone 248-505-5306

Contact Person Deborah Harrington, Regent Piety Hill

Contact Phone 248-505-5306

Contact Email deborah.harrington@gmail.com

II. EVENT INFORMATION

1. Organization Type Non-Profit 501-3C women's service organization
(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.) _____
None

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 involve the Junior Civil Air Patrol cadets for the flag ceremony.

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 joint event has been held annually by the Party Hill Chapter NSDAR & City of Birmingham for over 20 years.

6. Total number of people expected to attend per day 85

7. The event will be held on the following City property: (Please list)
 Street(s) _____
 Sidewalk(s) _____
 Park(s) Shain Park, in the area on the South, east & west sides of the fountain.
Incliment weather site: Bandshell at south end of park

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

What parking arrangements will be necessary to accommodate attendance?

Describe Veterans Day is a National Holiday, so all parking in Birmingham is free.

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 _____

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 Only to participate as honor guard for Wreath-Laying Ceremony.

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 _____

Time music will end _____

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 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?

None

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables	0	6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	0	\$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	0	\$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)	0 # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	0	\$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)		
Other (describe)		

SAMPLE NOTIFICATION LETTER

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: July 15, 2023

TO: _____
Residential Property or Business Owner

Address _____

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

EVENT INFORMATION

NAME OF EVENT: Veteran's Day 2023 Annual Wreath-Laying Ceremony in Shain Park

LOCATION: Shain Park South of Fountain Incident use weather site: Shain Park Bandshell

DATE(S) OF EVENT Nov. 11 2023 HOURS OF EVENT 10:30 AM - 12:00 Noon

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Annual Public Joint Ceremony to honor all Veterans + place wreaths at the WWII and Civil War Monuments
Flag Raising ceremony at flagpole. Speeches using PA system + Broadcast on
Bloomfield television

DATE(S) OF SET-UP Nov 11, 2023 HOURS OF SET-UP 9:00 AM to 10:30 AM

DATE(S) OF TEAR-DOWN Nov. 11, 2023 HOURS OF TEAR-DOWN 12:00 Noon - 5:00 pm

DATE OF CITY COMMISSION MEETING: _____

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/events for a complete list of special events.

EVENT ORGANIZER: Pietry Hill Chapter, NSDAR, Birmingham, MI

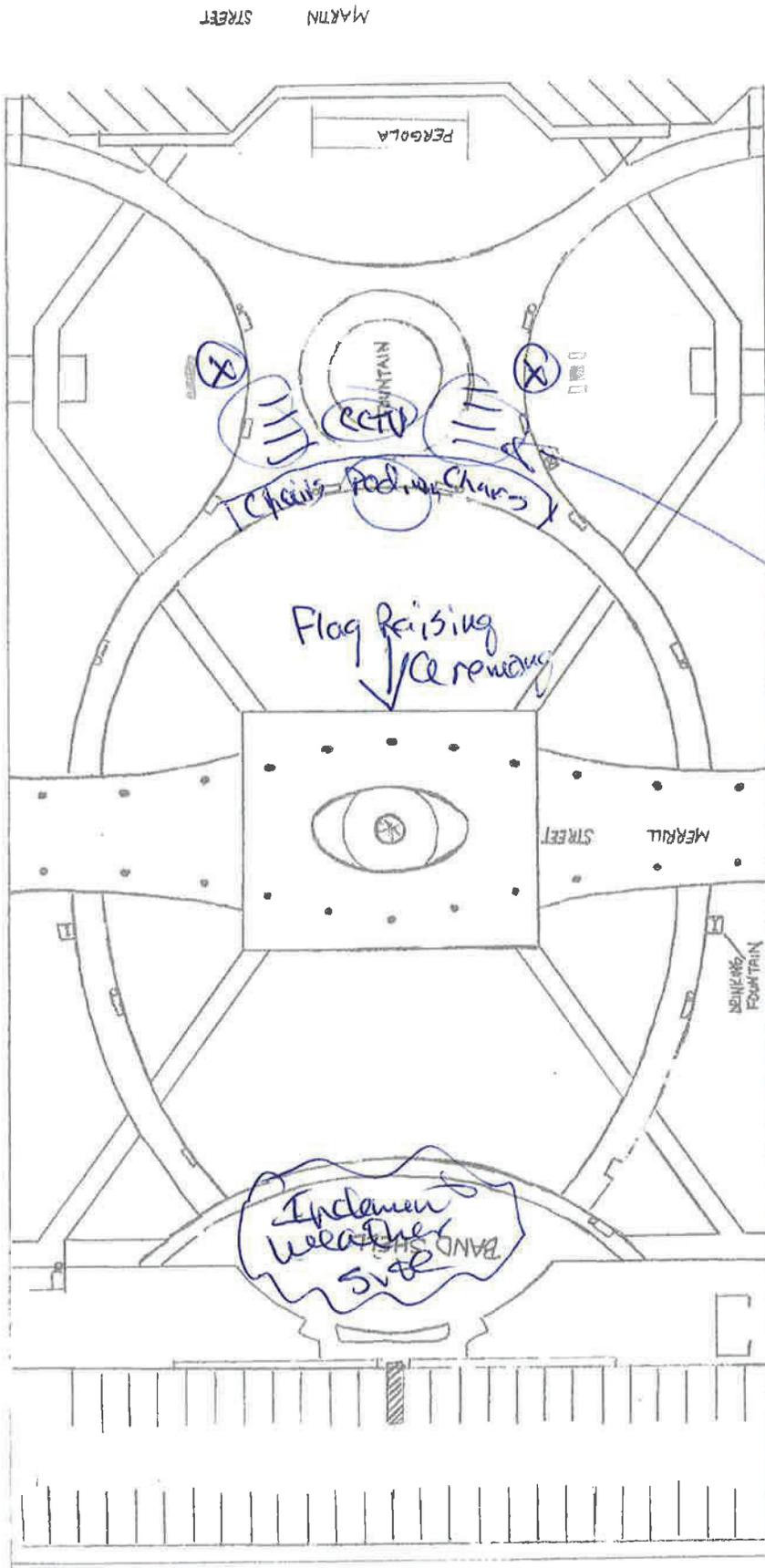
ADDRESS: P.O. Box 285, Birmingham, MI 48012-0285

PHONE: 248-505-5306

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Deborah Harrington, 248-505-5306

A map showing street closures must be attached.

Pietty Hill Chapter
 JNSDAR 2023
 Joint Veterans
 Day Ceremony
 w/ City of Birmingham



(X) Wreath-laying
 Ceremony
 w/ Police Honor Guard
 Chairs on either
 side of fountain,
 facing south
 - Podium w/
 microphone
 + extra mic for
 Veterans
 - CCTV
 - Bloomfield
 Community
 Cable Television

Flag Raising
 by Civil Air
 Patrol Cadets

Inclement weather
 Band shell at
 South end of park

TOWNSEND STREET

Shain Park Map



Piety Hill Chapter
P.O. Box 285
Birmingham, Michigan 48012-0285
pietyhilldar.com

Debbie Harrington, Regent
deborah.harrington0@gmail.com
(248) 505-5306

HOLD-HARMLESS AGREEMENT

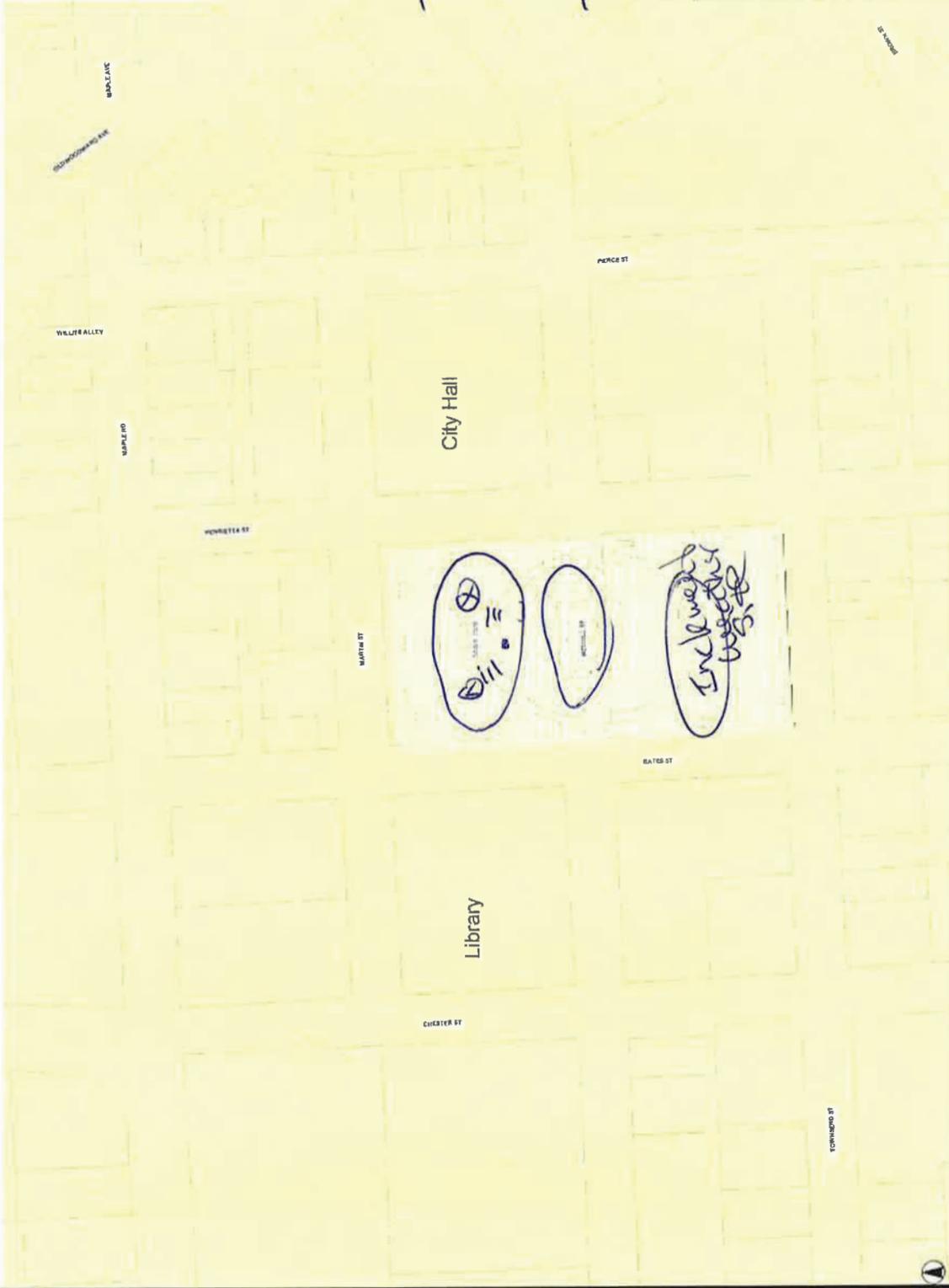
“To the fullest extent permitted by law, the Piety Hill Chapter, NSDAR and any entity or person for whom the Piety Hill Chapter, NSDAR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed 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 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 and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.”


Debbie Harrington
6/16/2023

Veterans Day 2023

Birmingham Map

- Legend
- City Boundary
- Lakes and Rivers
- Streams
- Parcels



- Chairs on E. the side of fountain facing South
- Podium facing North
- Flag-Raising Ceremony at flag pole
- ⊗ Wreath-Laying Ceremony at both War Memorial

DISCLAIMER:
 The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. Much of the data was not compiled or created by the City of Birmingham. In the preparation of this report, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors, inaccuracies, and omissions can occur. Official versions should be used as a primary information source for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk. The City of Birmingham, its consultants and data providers, do not assume, and hereby disclaim, legal responsibility for the information contained herein which is provided "as is" with no warranties of any kind whether such errors, inaccuracies or omissions result from negligence, accident or any other cause.

DECLARATIONS (CONTINUED)

Businessowners Policy for PIETY HILL CHAPTER NSDAR
Policy Number 92-EH-Q619-3

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	1235 YORKSHIRE RD BIRMINGHAM MI 48009-7413	No Coverage	\$ 1,400	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
 Cov B - Consumer Price Index: 289.1

SECTION I - DEDUCTIBLES

Basic Deductible \$1,000

Special Deductibles:

Money and Securities \$250 Equipment Breakdown \$1,000

Other deductibles may apply - refer to policy.

Prepared
 JAN 19 2023
 CMP-4000

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DECLARATIONS (CONTINUED)

Businessowners Policy for PIETY HILL CHAPTER NSDAR
Policy Number 92-EH-Q619-3



ST-0204-0000

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$2,000
Money And Securities (On Premises)	\$5,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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JAN 19 2023
CMP-4000

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DECLARATIONS (CONTINUED)

Businessowners Policy for PIETY HILL CHAPTER NSDAR
Policy Number 92-EH-Q619-3

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000

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 JAN 19 2023
 CMP-4000

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DECLARATIONS (CONTINUED)

Businessowners Policy for PIETY HILL CHAPTER NSDAR
Policy Number 92-EH-Q619-3



Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000



AGGREGATE LIMITS

LIMIT OF INSURANCE

Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

ST-0304-0000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-6998.2	Terrorism Insurance Cov Notice
CMP-4222.3	Amendatory Endorsement
FE-3653	Actual Cash Value Endorsement
CMP-4528	Policy Endorsement
CMP-4905.1	Loss of Income & Extra Expnse
CMP-4909	Money and Securities
CMP-4953	Addl Insd Club Members
CMP-4883	AI Design Person Org
CMP-4943	Waiver of Trans Rgt of Recov
FD-6007	Inland Marine Attach Dec

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II
Endorsement #: CMP4883
Loan Number: N/A

BIRMINGHAM FIRST UNITED
METHODIST CHURCH
1589 W MAPLE RD
BIRMINGHAM MI 480094607

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JAN 19 2023
CMP-4000

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DECLARATIONS (CONTINUED)

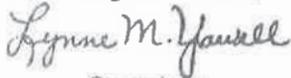
Businessowners Policy for PIETY HILL CHAPTER NSDAR
Policy Number 92-EH-Q619-3

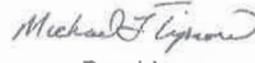
This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.


Secretary


President

Prepared
JAN 19 2023
CMP-4000

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5D

City of Birmingham
 City Clerk's Office
 151 Martin
 Birmingham, MI 48009



1936133001
 CITY OF BIRMINGHAM
 PO BOX 3001
 BIRMINGHAM MI 48012



SPECIAL EVENT NOTIFICATION

TO ALL PROPERTY/BUSINESS OWNERS & OCCUPANTS

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.

NAME OF EVENT: Veterans Day Wreath Laying presented by the Piety Hill Daughters of the Revolution
LOCATION: Shain Park
DATES/TIMES: Saturday, November 11, 2023, 11 AM to 12 PM (set up and take down same day)



BRIEF DESCRIPTION OF EVENT: Veterans Day Ceremony with wreath laying at WWII and Civil War Monuments, Flag raising, bagpipes and bugle. Video by local Bloomfield Cable. **** NO STREETS WILL BE CLOSED****

DATE/TIME OF CITY COMMISSION MEETING: Monday, July 24, 2023 7:30 pm

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

EVENT ORGANIZER: Piety Hill Daughters of the Revolution, Debbie Harrington 248.505.5306

Funds Report	Available:	\$3,765.92	PBP Account Number:	35884980
	Used:	\$24,234.08	Indicia Number:	0001404691
	Total Pieces:	37178	Meter Number:	1404691
	Control Sum:	\$28,000.00	Meter Name:	
	Resettable Piece Count:	80	Printed:	JUN 20 2023 11:52 AM
	Piece Count Value:	\$38.40		

DEPARTMENT APPROVALS

EVENT NAME: Veterans Day 2023 Wreath Laying Ceremony – Shain Park

COMMISSION HEARING DATE: July 24, 2023

DATE OF EVENT: November 11, 2023

LICENSE NUMBER # 23-00012218

NOTE TO STAFF: July 17, 2023

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)
PLANNING 101.0-000.000-636.0005 248.530.1855	TBC	No Cost No Comment		0	
BUILDING 101.0-000.000.636.0005 248.530.1850				0	
FIRE 101.0-000.000-636.0004 248.530.1900	JGS	Fire units will respond as needed from quarters.		\$0	
POLICE 101.0-000.000.636.0003 248.530.1870	RK	2 On-duty officers will assist with wreath laying.		\$0	\$0
PUBLIC SERVICES 101.0-000.000-636.0002 248.530.1642	CL	City Event. Audio Equipment, Podium, 40 Chairs. All flags placed around site. Large flag pole available to post colors with flags.		\$0	
ENGINEERING 101.0-000.000.636.0002 248.530.1839	MC	None		\$0	\$0
SP + PARKING	AF	Free parking at all meters and garages due to it being a holiday	None	\$0	\$0
INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	\$0	\$0

<p>CLERK 101.0-000.000-614.0000 248.530.1803</p>		<p>Notification letters to be mailed by applicant no later than July 10, 2023. Notification addresses on file in the Clerk's Office.</p>	<p>Applications for vendors license must be submitted no later than ____.</p>	<p>\$0</p>	<p>0</p>
				<p>TOTAL DEPOSIT REQUIRED</p>	<p>ACTUAL COST</p>

FOR CLERK'S OFFICE USE

Deposit paid _____0_____

Actual Cost _____

Due/Refund_____



MEMORANDUM

Human Resources Department

DATE: July 19, 2023

TO: Jana L. Ecker, City Manager

FROM: Christina Woods, HR Manager

SUBJECT: Settlement agreement and contract renewal of Local 911, Birmingham Firefighters Association

INTRODUCTION:

Local 911 represents all of the Birmingham sworn Fire Department employees, excluding the Fire Chief, Assistant Chief, Fire Marshal and part-time/temporary employees. Negotiations began May 3, 2023 and continued for four meetings. This agreement was reached voluntarily by the parties without the assistance of outside mediation or arbitration. The Union membership ratified the agreement on July 9, 2023. The agreement term is retroactive from July 1, 2023 through June 30, 2026.

The primary economic provisions are consistent with the City's overall bargaining strategy of balancing wages with health care and other benefits costs, and creating attractive benefits to minimize employee turnover and increase demand for open positions.

Significant provisions of the Settlement Agreement include:

1. 3-year agreement through June 30, 2026
2. Wage increases
7/1/2023: 4.5%; Lieutenant additional 1%; Battalion Chief additional 4%
7/1/2024: 3.5%;
7/1/2025: 3.5%;
3. Increase all Firefighter/Paramedics hired before 6/30/2023 to top pay.
4. Increase bonuses for EMS Coordinator, non-officer fire inspector, food allowance, uniform allowance, and educational assistance.
5. Create a Community Risk Reduction/Fire Inspector at an additional \$3,500/year.
6. Changes to pre-educational requirements for promotion.
7. Eliminate A & B pay grades and start new employees at pay grade C.
8. Decrease the 24-month step for newly promoted Lieutenants to 12-months.
9. Increase paramedic premium to 9%.
10. Increase notice of separation from 10 to 30 days to be eligible for vacation payout.

11. Reinstatement of illness allowance payout for employees hired on or after 2012.
12. Eliminate \$9.69 bi-weekly insurance premium pay.
13. Addition of 2 paid emergency leave days due to birth or adoption.
14. Up to 5% retirement contribution match.
15. Updates to the mortality and interest assumption to be compliant with the Pension Benefit Guaranty Corporation Final 4022 rule.

LEGAL REVIEW

The City's labor attorney has reviewed, and is party to, the signed Settlement Agreement.

FISCAL IMPACT:

The cost of all the adjustments except for retirement match is approximately \$230,000 in the first year. Depending on how many employees take full advantage of the match, that cost could be as high as \$170,000 for a total of around \$400,000 for the first year.

SUSTAINABILITY:

The agreement supports the sustainability of the workforce by ensuring fair compensation and benefits to promote employee retention, which minimizes time and productivity loss which occurs with employee turnover.

PUBLIC COMMUNICATIONS:

The agreement terms are provided to the public in the agenda packet, and therefore become part of the public record.

SUMMARY:

The Human Resources Department recommends approval of the Settlement Agreement.

ATTACHMENTS:

1. Settlement Agreement between the City of Birmingham and BFFA Local 911
2. Ratification notification from the Union

SUGGESTED COMMISSION ACTION:

Resolution to approve the Settlement Agreement of July 7, 2023 between the City of Birmingham and BFFA Local 911 for a renewal of the collective bargaining agreement for a term of July 1, 2023 through June 30, 2026, and to authorize staff to execute a collective bargaining agreement consistent with its terms and conditions. Further, to authorize the transfer of the appropriate funds by the Finance Department for these expenditures.

City of Birmingham
And
Birmingham Firefighters Association Local 911

Tentative Agreement

IT IS HEREBY AGREED between the City of Birmingham ("the City") and the Birmingham Firefighters Association ("the union"), that, in tentative settlement of all outstanding issues under negotiation, the parties' bargaining teams agree, and agree to recommend ratification to their respective principals, as follows:

1. Term: The parties agree to a 3-year contract effective July 1, 2023, through and including June 30, 2026.
2. Language: The parties' new contract shall be the same as the existing contract, except as modified herein in this Agreement.
3. Wage increase for all base positions
 - a. 7/1/2023 4.5%
 - b. 7/1/2024 3.5%
 - c. 7/1/2025 3.5%
4. Lieutenant one-time additional base pay increase of 1% effective 7/1/2023.
5. Battalion Chief one-time additional base pay increase of 4% effective 7/1/2023.
6. Elevate 6 Firefighters and Firefighter/Paramedics hired before 6/30/2023 to top pay.
7. EMS Coordinator bonus increased: From: \$3,000 To: \$3,500
8. Non-officer Fire Inspector bonus increased: From: \$2,750 To: \$3,500
9. Food allowance increased: From: \$850 To: \$1,500
10. Educational assistance per year increased: From: \$2,000 To: \$4,000
11. Create a Community Risk Reduction/Fire Inspector position assigned by the Fire Chief: \$3,500/year
12. Clarify and have pre-educational requirements for promotion (See language below).
13. Eliminate A & B Pay Grade position for new firefighters, 36 months to reach top pay.
14. Eliminate the 24-month step for newly promoted Lieutenants and move to 12 months.
15. Eliminate the 4% step increase for paramedic premium and increase it to 9% (See language below).
16. Uniform allowance: increased from \$500/year to \$600/year.
17. Vacation time payout language change: (See language below): From 10 to 30 days' notice.
18. Illness: (See language below) – payout of 50% over 480; Max of 1800 hours.
19. Eliminate \$9.69 bi-weekly insurance premium pay.
20. Emergency Leave: (See language below) – Parental leave increased from 1 to 3 days.
21. Retirement: (See language below) – City will match contributions up to 5%.
22. Retirement: (See language below) – 4022 Rule

TB
BF
P
J

PROMOTIONS

30. Promotions of employees covered by this Agreement to classifications within the bargaining unit shall be based on merit, qualifications, and ability, and shall be determined in accordance with the following:

(a) Notice of promotional openings in the Fire Department shall be posted at each fire station and the procedure for applying and the selection procedure for the particular position shall be clearly outlined in the notice.

(b) Promotions within the Fire Department shall be on the basis of a review of an applicant's service rating history, current evaluation by his commanding officer of his qualifications for the position, a written examination, recognition for length of service in the Fire Department, and an oral board review and rating, and a recommendation by the Fire Chief to the City Manager based upon this selection procedure. The oral board shall consist of three (3) Chiefs or Assistant Chiefs from other fire departments. Effective July 1, 2017, the oral board shall consist of (a) two (2) Chiefs or Assistant Chiefs from other fire departments, and (b) either a Fire Officer from a surrounding community of a higher rank than the vacancy for which the oral board is being conducted or the City's Head of Human Resources. The factors are to be accorded the following weights:

30% oral

40% written

10% service rating

20% seniority (Seniority is accrued until the day of the promotional oral interview; seniority is capped at 20 years. Seniority is credited in completed 6-month intervals).

(c) Whenever merit, qualifications, and abilities of the employees being considered are equal, seniority shall prevail.

(d) All challenges to promotional exams shall be based only on posted reference material. The cost of the agency's review of all unsuccessful challenges will be paid by the challenger; a successful challenge occurs when the challenge to a question is sustained. If a Firefighter challenges a promotional exam, he does so on his own time and at his own expense.

(e) Any employee who feels aggrieved in the matter of promotions may process his claim through the grievance procedure beginning at the appropriate step.

31.

(a) Promotional opportunity for the position of Fire Lieutenant is open to all qualified employees who have passed their initial probationary period and have 4 years' seniority in the department. ~~achieved the maximum rate of their position, provided that, Effective July 1, 1992~~ July 1 2026, and thereafter, to be promoted to the position of Fire Lieutenant, an employee must have completed all of the course work and obtained a Fire Science Certificate or have the core fire science classes required for such certificate, prior to being eligible to test for Fire Lieutenant. ~~be~~

TBQW
BF 9%

able to obtain and ~~12~~ obtain such Certificate within twelve (12) months of promotion, and To be promoted to the position of Fire Battalion Chief, an employee must have completed all of the course work and obtained an Associate Degree in Fire Science or have an Associate's Degree along with the core fire science classes prior to being able to test for Fire Battalion Chief. ~~be able to obtain and obtain such Degree within twenty four (24) months of promotion.~~ Effective January 1, 2014, and thereafter, to be promoted to the position of Fire Lieutenant, an employee must ~~have complete all of the course work and obtain a Fire Science Certificate or be able to obtain and, in fact, obtain such Certificate within twelve (12) months of promotion,~~ complete Fire Officer 1 and Fire Officer 2 the designated R.A.F.T. Officer classes (Awareness and Operations) or equivalent within two years after promotion, and complete Blue Card Command online training within one year after promotion.

Page 13 of the contract: ADVANCED LIFE SUPPORT PROGRAM

a) Effective ~~July 1, 2007~~ July 1, 2023, the City will pay Firefighters and Fire Lieutenants designated by the City as Paramedics an annual payment of:

	7/1/07	7/1/08	7/1/09	7/1/23
Paramedics Less than 2 Years	2.5%	4.0%	4.0%	9%
Paramedics More than 2 Years	8.0%	8.0%	8.0%	

Page 20 of the contract: Vacation Time

(ii) Effective 1/1/2024 If an employee fails to give at least ~~ten (10)~~ thirty (30) calendar days' notice in advance of termination date.

Page 24 of the contract: Illness Allowance

Employees hired on or after April 1, 2012, shall ~~not~~ be entitled to receive a ~~any~~ payout for unused hours in their illness allowance bank upon death or retirement. Employees shall be entitled to receive pay in an amount equivalent to 50% of the unused hours (up to a maximum of 1,800 hours) accumulated in their illness allowance bank over 480 hours, for a maximum payment of 900 hours (1,800 x 50%)

TB PK
BF JH

Page 26 of the Contract: Emergency Leave

(h) An employee will be permitted up to a total of ~~one (1)~~ three (3) days off under the emergency leave provisions ~~when his wife is having a baby~~ with the birth of a baby or adoption of a child to be used within 30 days of the birth or adoption.

Page 33.2 of the Contract: Retirement

Effective ~~July 1, 2016,~~ September 1, 2023, the City will match an employee's additional contribution up to a maximum of ~~1.5%~~ 5% of earnings. During the month of September of each year, or for new employment, employees will have an open enrollment period to make changes to the contribution amount with the City matching. Employees will get credit for the match if they are contributing to the City's 457 plan.

Page 31.1 of the Contract: Retirement 60.1

The amount of the reduction will be determined based upon the mortality assumption adopted by the Retirement Board and the interest assumption ~~published by the Pension Benefit Guaranty Corporation and effective for PBGC purposes~~ determined by the Pension Benefit Guaranty Corporation Final 4022 Rule published September 9, 2020, for the month of the retirement.

The parties withdraw all other proposals and agree that if the Agreement is not ratified, no prior verbal or written proposals will be honored. The union has until Friday, July 14, 2023, to ratify this agreement and notify the City in writing when it has been ratified. All items will be retroactive to July 1, 2023.

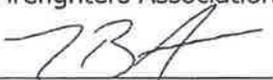
Dated: July 7, 2023

City of Birmingham



Paul Welch

Birmingham Firefighters Association







Christina Woods <cwoods@bhamgov.org>

Fwd: TA Ratification Notification

1 message

Paul Wells <Pwells@bhamgov.org>

Sun, Jul 9, 2023 at 11:37 AM

To: Christina Woods <cwoods@bhamgov.org>, Melissa Fairbairn <mfairbairn@bhamgov.org>

Fyi

----- Forwarded message -----

From: Trevor Baker <tbaker1216@yahoo.com>

Date: Sun, Jul 9, 2023 at 9:06 AM

Subject: TA Ratification Notification

To: Paul Wells <Pwells@bhamgov.org>, <jecker@bhamgov.org>

City Manager Ecker
Chief Wells,

Let this serve as written notification that the Birmingham Firefighters Association, Local 911 has voted and ratified the Tentative Agreement.

Thank you,

Trevor Baker
President
BFFA L911

--

Paul Wells
Fire Chief
Emergency Manager, PEM
Birmingham Fire Department
572 S. Adams
Birmingham, MI 48009
Office (248) 530-1901
Cell (248) 318-1777



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.



MEMORANDUM

Clerk's Office

DATE: July 19, 2023

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Recommendation to Raise the Fees for Greenwood Cemetery and to Release Graves for Sale

INTRODUCTION:

The sale of graves in Greenwood Cemetery has depleted the number of plots released by the City Commission based on recommendations from the Greenwood Cemetery Advisory Board (GCAB). Interest in purchasing plots has continued in recent months, and interest will continue in the near future. The Clerk's Office and Greenwood Cemetery Advisory Board (CGAB) recommend the release of additional plots for public sale in Section B of the cemetery in order to accommodate those interested in finding a final resting place in Greenwood Cemetery, as well as an increase in the cost of purchasing graves to support the Perpetual Care Fund and care of the cemetery.

On April 26, 2021, the City Commission released 38 plots for sale (resolution #04-128-21), limiting the sale to the most recently plotted graves in Sections B and C, lots 17-C, 16-C, 15-C and 14-A. As of July 3, 2023, 296 plots in Sections B and C have been sold. Under the current authorized release there are 16 plots available. Historic sales for Greenwood Cemetery are as follows:

Section	2015 - June 2018	July 2018- June 2019	July 2019 - June 2020	July 2020- June 2021	July 2021 - June 2022	July 2022 - 2023 Total	TOTAL Number of Graves Sold To Date	TOTAL # of Graves Available Under Current Release	Number of Graves Remaining (Unreleased)
B	147	11	32	10	3	5	208	14	123
C	52	5	10	9	3	9	88	2	0
TOTAL	199	16	42	19	6	14	296	16	123

According to the May 24, 2023 Field Survey, of the 123 graves remaining on section B, 8 graves are unsuited for burial due to historic memorials and 43 graves are unsuitable at this time due to tree and tree root obstructions. Seventy-two of these graves are suitable for burial in addition to the 16 remaining graves in the current release.

The Clerk’s Office and GCAB recommend that all plots in section B become eligible for purchase and not to constrain available plots to specific lots, and to increase the fees. This will offer more flexibility for buyers who may be interested in purchasing space adjacent to other family members or in a place of their preference such as in a sunny spot or under a tree canopy. After 20% of these plots are sold, GCAB will re-evaluate the current inventory, demand and pricing for each subsequent price increase. As the Clerk’s Office monitors sales, all future consideration of grave releases will be tentatively scheduled in increments of 20% of the remaining inventory.

The prior practice of a lot-specific release is not recommended, as it is less accommodating to buyers. The largest complaint from prospective buyers is the limited options of plot locations. Demand for plots when the supply goes down will continue, but restricting the available plots will result in prospective buyers “holding out” for the next release to purchase the plot they desire.

LEGAL REVIEW:

The City Attorney has reviewed the suggested action and has no objection.

FISCAL IMPACT:

The perpetual care fund portfolio’s ending fund balance on May 31, 2023 was \$1,185,480.41.

In the case of completely selling out the 16 released graves and 72 remaining unreleased plots suitable for burial, the following projections demonstrate the potential contribution to the perpetual care fund if the 88 remaining plots are sold:

Unit Price	Contribution to the Perpetual Care Fund for the sale of 88 plots
\$4,000.00	\$352,000.00
\$5,000.00	\$440,000.00
\$6,000.00	\$528,000.00

Additionally, the fees associated with additional burial rights of cremated remains and the transfer of ownership also contribute to the Perpetual Care Fund.

There are several factors to consider regarding the perpetual care fund:

1. The current market, interest rates and inflation make the end goal of reaching a sustainable balance a moving target.
2. Even if all space in the cemetery were to sell, the fund balance will not reach \$2 million without the help of accrued interest over time.
3. Reaching a sustainable fund balance for the perpetual care of the cemetery is not projected to happen in the near future; therefore, the City will continue to fund routine maintenance for the cemetery out of the general fund.

At this time, the City budgets for cemetery maintenance to be paid out of the general fund. This includes lawn care, tree care, snow removal and other routine maintenance in the cemetery.

Eventually revenues contributed to the Perpetual Care Fund and interest accrued should result in a fund balance that can sustain the cemetery's long term maintenance needs.

SUSTAINABILITY:

The purpose of this recommendation by GCAB to increase fees and release graves for sale is to secure financial sustainability for Greenwood Cemetery through the Perpetual Care Fund and to reduce the burden on taxpayers. The goal is to grow the the Perpetual Care Fund balance to an amount where the accrued interest on a yearly basis covers the cost of future maintenance.

PUBLIC COMUNICATIONS:

The Greenwood Cemetery Advisory Board meeting notices, agenda packets, and minutes are properly noticed according to the Open Meetings Act. The public is always welcome to participate virtually or in person at GCAB meetings. There were no comments from the public regarding this topic at a GCAB meeting.

SUMMARY:

Due to the depletion of available grave plots under the current release, continued interest in growing the Perpetual Care Fund balance and interest in accommodating persons wishing to secure final resting space in Greenwood Cemetery, fee schedule increases and a release of additional grave plots is recommended.

GCAB last met on July 7, 2023 and voted 6 (Buchanan, Suter, Vercellone, Schreiner, Patt, Connell) to 1 (Peterson) to recommend the suggested action below.

ATTACHMENTS:

1. [Link to the Greenwood Cemetery Advisory Board Meeting Packet of July 7, 2023](#)
2. Greenwood Cemetery and Graves Sold/Available Map
3. May 24, 2023 Field Survey Map

SUGGESTED ACTION:

Make a motion adopting a resolution to amend the fee schedule to increase the following fees for Greenwood Cemetery:

<u>Greenwood Cemetery (126-26)</u>	Current Fee	Recommended Fee
Grave space accommodating one full burial or three cremations	\$4,000.00	\$6,000.00
Additional Rights of Burial for cremated remains, each	\$750.00	\$1,000.00
Grave space accommodating two cremated remains	\$2,600.00	\$4,000.00
Grave space accommodating one cremated remains	\$1,300.00	\$2,000.00
Administrative fee for transfer of grave ownership	\$200.00	\$400.00

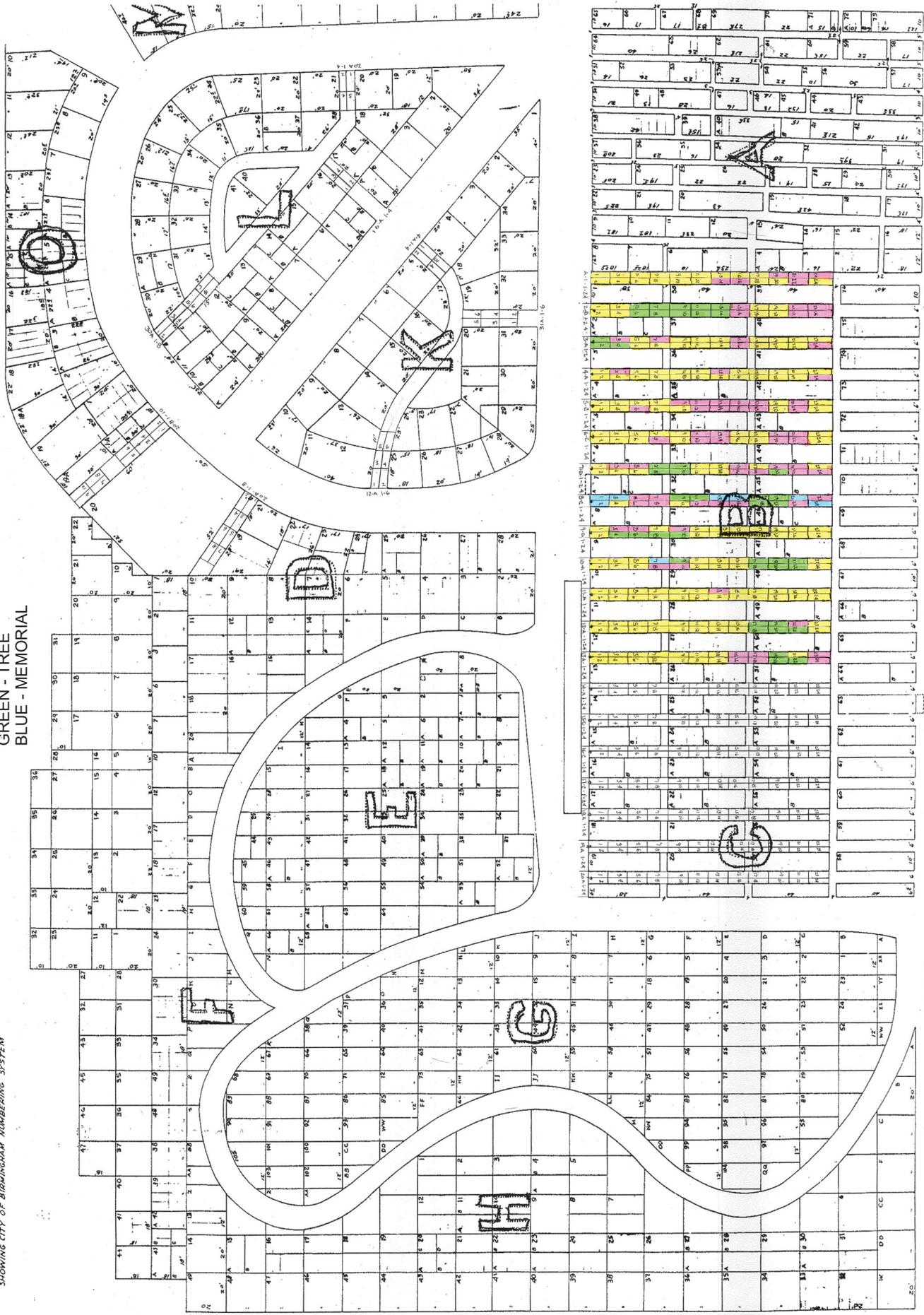
AND

To make a motion adopting a resolution to release the 88 available graves suitable for burial in the flush rows in Section B, and to direct GCAB to evaluate the fee schedule again for plot costs after 20% of these plots have been sold.

GREENWOOD CEMETERY

SHOWING CITY OF BIRMINGHAM NUMBERING SYSTEM

YELLOW - SOLD
PURPLE - AVAILABLE
GREEN - TREE
BLUE - MEMORIAL





MEMORANDUM

Police Department

DATE: July 17, 2023

TO: Jana L. Ecker, City Manager

FROM: Greg Wald, Police Captain

APPROVED: Scott A. Grewe, Chief of Police

SUBJECT: Parking Ticket Fine Schedule

INTRODUCTION:

The primary goal of parking enforcement is to regulate on-street and structure parking spaces and to gain compliance through enforcement. Fines should be structured to encourage long-term parkers to use the structures versus the on-street spaces. The City maintains a fee schedule that is reviewed and amended every year. This schedule has over 50 different fines and fees for varying items. The Parking Offenses and Fines section is the most outdated, as it was last updated more than 13 years ago. While revenue is a byproduct of parking violations, it is not the primary objective of the Police Department or this review of the current fees. The primary objectives are to guide vehicles to the parking structures and leave the on-street parking spaces available for short term use for shoppers, keep and maintain order via deterrence.

BACKGROUND:

The parking violation fine schedule was last updated on February 22, 2010. The Advisory Parking Committee (APC) briefly discussed raising meter violations in 2015, but discovered the fines Birmingham imposed were in line with other local communities at the time.

The current fine schedule is relatively straight forward; \$10 for most meter violations, \$15 for overtime violations in a time zone less than two hours, \$30 for all other violations absent snow emergency and handicap violations. Birmingham, along with many other communities with metered parking, has an increased fine for repeat offenders with multiple violations within the same calendar year. The late fine for Birmingham violations is \$10 for all violations other than snow emergency and handicap.

Below is a comparison of communities with metered parking who impose fines locally, and not through the District Court. It should be noted, some communities have

reduced fines for those paid within a short timeframe, like 24-72 hours. For comparison's sake, only the actual fine is included in this table.

	Expired Meter	Repeat Offender Expired Meter	Other Illegal Parking	Handicap Violation
Birmingham	\$10	\$30 after 7	\$30	\$100
Ferndale	\$30	None	\$35	\$175
Ann Arbor	\$25	None	\$35	\$125
Lansing	\$25	None	\$25-35	\$110
Royal Oak	\$20	None	\$50	\$150
Rochester	\$10	\$100 after 6	\$30	\$100

Birmingham has the lowest fine for expired meter violations. The current maximum fee in the structures, for a non-permit holder, is \$10, which is the same fine one would be issued for parking at a meter without paying. The fine structure does not deter parkers from using on-street parking. Through discussions with Police and Treasury Department personnel, it is strongly believed that some drivers are willing to pay a \$10 or even \$30 fine to have a "premium" parking spot as opposed to the "inconvenience" of a parking structure. Increasing the expired meter fine and repeat offender fine may help deter this behavior. Additionally, moderate increases for other violations may help deter those violators in respective situations.

A report was presented to the APC at the May 3, 2023 meeting. Staff recommended increasing the fines for expired meters to either \$25 or \$30, and repeat offender fines to either \$50 or \$60. After discussion, the Committee unanimously voted to recommend the City Commission increase parking ticket fines as follows:

- Expired meter ticket-** From \$10 to \$20
- More than 5 expired meter tickets in a calendar year-** From \$30 to \$100
- Handicap violation ticket-** From \$100 to \$175

This matter was also discussed at the Birmingham Shopping District (BSD) meeting on June 1, 2023. After discussion, the committee unanimously voted to recommend the City Commission increase parking ticket fines as follows:

- Expired meter ticket-** From \$10 to \$20
- More than seven (7) expired meter tickets in a calendar year-** From \$30 to \$50

There was no recommendation for handicap violations and it was asked that this is reviewed after six months.

Current late fees would remain the same, handicap tickets paid after 14 days would have a \$25 late fee, and all other tickets paid after 14 days would have a \$10 late fee.

LEGAL REVIEW:

The City Attorney has no objection to the recommended action.

FISCAL IMPACT:

As noted, the purpose of this proposed change to meter violation fines is to deter violator behavior, therefore it is difficult to determine how many people will continue to violate parking regulations as a result of a fine change. However, in 2022, the Police Department issued 37,661 expired meter tickets, 1,424 repeat offender expired meter tickets, and 146 handicap violation tickets. In 2022 the Treasury Department received \$504,450 in parking ticket revenues.

SUSTAINABILITY:

N/A

PUBLIC COMMUNICATIONS:

This item was posted, presented and discussed at the May 3, 2023 APC meeting and the June 1, 2023 BSD meeting.

SUMMARY:

The City's Parking Offenses & Fines section of the Fee Schedule was last updated in February 2010. Current parking ticket fines are some of the lowest in the region. In an effort to maintain order and deter parking violators, the City Commission is being asked to increase certain parking ticket fines.

ATTACHMENTS:

- 1) Current city parking fee schedule.
- 2) Minutes from the May 3, 2023 APC meeting.
- 3) Minutes from the June 1, 2023 BSD meeting.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to amend the City's Fee Schedule as follows:

Parking Offenses & Fines (If paid before 10 days / If paid after 10 days)

Expired meter: First six offenses in calendar year	\$20/\$30
Expired meter: Seven offenses or more in calendar year	\$60/\$70
Handicap zone:	\$175/\$200



FEES, CHARGES, BONDS, INSURANCE

The fee required to be paid and the amount of any bond required to be posted, or insurance required to be carried, to obtain any license to engage in the operation, conduct or carrying on of any trade, profession, business or privilege for which a license is required by the provisions of the Code of the City of Birmingham code shall be as hereinafter provided. These fees may be amended by resolution of the City Commission.

Adopted by Resolution #02-18-10 by the Birmingham City Commission at a regular meeting held February 8, 2010, effective February 14, 2010.

Nancy M. Weiss

City Clerk

STANDARD INSURANCE REQUIREMENTS

Where insurance is required to be carried to make application for a permit or license, the applicant shall procure and maintain the following coverages and limits unless otherwise specified in this document.

Workers' compensation insurance. Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.

Commercial general liability (CGL) insurance. 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 broad form general liability extensions or equivalent.

Motor vehicle liability insurance. 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.

Additional insured. Commercial general liability insurance and motor vehicle liability insurance as described above shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

Professional liability. Professional liability insurance with limits of not less than \$1,000,000 per claim if providing service that is customarily subject to this type of coverage.

Cancellation notice. Thirty days advance written notice of insurance cancellation, non-renewal and/or reduction or material change in coverage shall be provided to the city. Notice of cancellation, material change or reduction shall be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.

Proof of insurance coverage. The city shall be provided with certificates of insurance evidencing the coverages outlined above.

Expiration. If any of the above coverages expire, renewal certificates and/or policies must be provided to the city at least ten days prior to the expiration date.

Acceptability of insurance company. All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.

POLICE DEPARTMENT		FEE
<u>Alcohol*:</u>		
Specially Designated Distributor		\$500.00
Specially Designated Merchant		\$500.00
<i>*Fee for liquor license inspection may be waived at the discretion of the City Manager where an applicant seeks to change the liquor license by the removal of a licensee from the license and the licensed establishment is not in operation.</i>		
<u>False Alarm fees (74-31):</u>		
First false alarm per calendar year		no charge
All subsequent false alarms per calendar year		\$50.00
<u>Fingerprints</u>		
Full set of fingerprints; said fee shall be in addition to any license or permit fee which requires fingerprints to be taken and/or submitted to the Michigan State Police or the Federal Bureau of Investigation		\$10.00
<u>Parking Meters</u>		
Hourly Meter Rates		
High Demand (<i>Areas Inside Central Core of Business District</i>)		\$1.50
Lower Demand (<i>Areas Outside Central Core of Business District</i>)		\$1.00
Meter Bags		
Daily Fee		\$18.00
Outdoor Dining Metered Space for Platform		
Monthly Outdoor Dining Meter Rental Fee for \$1.00/Hour Meter		\$360.00
Monthly Outdoor Dining Meter Rental Fee for \$1.50/Hour Meter		\$540.00
Removal of parking meter housing and/or posts - minimum fee (<i>cost</i>)		\$88.29
Removal of parking meter housing and/or posts - 1 meter space (<i>cost</i>)		\$264.87
Removal of parking meter housing and/or posts - 2 meter spaces (<i>cost</i>)		\$441.45
<u>Parking Offenses & Fines (If paid before 10 days/If paid after 10 days)</u>		
Expired meter: first seven offenses in calendar		\$10/20
Expired meter: eight offenses or more in calendar year		\$30/40
Overtime in non-metered zone		\$10/20
Overtime in a time zone: less than 2 hours		\$15/25
Overtime in a time zone: 2 hours or longer		\$30/40
Stopping, standing or parking where prohibited		\$30/40
Parking over the meter line		\$10/20
Back into parking lot space		\$10/20
Keys in ignition or ignition unlocked		\$30/40
Other illegal parking		\$30/40
No parking here to corner		\$30/40
Handicap zone		\$100/125
Violation of snow emergency parking ordinance		\$50/75
Illegal parking in permit area		\$30/40
Illegal parking on private property		\$30/45
<u>Parking Permits</u>		
Meter Permit Parking (3 Months)		
Lot 6 - Regular		\$210.00
Lot 6 - Restricted		\$150.00
Ann St. North		\$180.00
South Old Woodward		\$120.00
Lot 11 - NW Corner Maple & Woodward		\$180.00
Lot 12 - SE Corner Maple & Woodward		\$180.00
Residential Permit Parking (110-136 - 110-150)		
Residential parking permit per household (includes 2 resident and 3 visitor permits for a two-year period)		\$8.00
Parking Structure Permit Parking		
Deposit (<i>any cards returned after six-months not eligible for refund</i>)		\$20.00
Activation fee per AVI card		\$30.00
Returned checks		\$30.00
Permit Parking - Chester St. Structure		\$50.00
Permit Parking - All Others		\$70.00
<u>Parking Structure Rates</u>		
Less than 2 hours		free
Less than 3 hours		\$2.00

Less than 4 hours	\$4.00
Less than 5 hours	\$6.00
Less than 6 hours	\$8.00
Over 6 hours	\$10.00
Over 7 hours	\$10.00
Over 8 hours	\$10.00
Maximum Fee After 10:00PM	\$5.00
<u>Parking for Valet Licenses</u>	
<u>Valet Parking in City Owned Structures</u>	
Valet parking card deposit, per card	\$20.00
Fees per car:	
1-100 cars, pre-paying for six months in advance, per month	\$500.00
101-200 cars, pre-paying for six months in advance, per month	\$750.00
201 and above cars, pre-paying for six months in advance, per month	\$1,000.00
<u>Valet Parking Meter</u>	
Valet Monthly Bag fee	\$216.00
<u>Pedi-cabs & Commercial</u>	
Annual Application Fee	\$50.00
Insurance: The owner of every pedicab or commercial quadricycle shall procure and file with the city clerk a liability insurance policy or similar proof of insurance issued by an insurance company authorized to do business in the state. The amount of such liability insurance for each pedicab or commercial quadricycle shall be as follows: An amount of not less than \$2,000,000 because of bodily injury to or death of any one person; in an amount of \$2,000,000 because of bodily injury of two or more persons in any one accident; in an amount of not less than \$2,000,000 in medical coverage for each passenger. Such policy of insurance may be in the form of a separate policy for each pedicab or commercial quadricycle, or may be in the fleet policy covering all pedicabs or commercial quadricycles operated by such owner; provided, however, that such a policy provide for the same amount of liability for each pedicab or commercial quadricycle operated. Provided further, such policy shall name the City of Birmingham as an additional insured, and no such policy as required above may be cancelled until the expiration of 30 days after notice of intent to cancel has been given in writing to the city clerk of the City by registered mail or personal delivery of such notice and a provision to that effect is made a part of such policy.	
<u>Precious Metals Dealers 26-161</u>	
Annual License Fee	\$500.00
Annual criminal background check - per person (<i>to be provided by applicant using the Michigan State Police ICHAT system</i>)	
<u>Preliminary breath test (PBT) each</u>	\$10.00
<u>Stray Animal Fines:</u>	
Licensed pet properly immunized, first offense	\$25.00
Second offense within twelve month period	\$50.00
<u>Vehicle Identification Number Inspection Fee</u>	\$25.00
<u>Vehicle Impounding Fee</u>	\$25.00
<u>Vehicle Inspection Fee</u>	\$25.00

Advisory Parking Committee
Meeting of May 3, 2023
151 Martin Street, City Commission Room, Birmingham, MI

Minutes

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on Wednesday, May 3, 2023. 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, Kevin Kozlowski, Mary-Claire Petcoff, Lisa Silverman, Jennifer Yert

Absent: Lisa Clark, Kelly Cobb

Staff: Parking Systems Manager Ford; City Transcriptionist Eichenhorn, Police Captain Wald

SP+: Catherine Burch

2. Introductions

3. Approval Of Minutes: Meeting Of February 1, 2023

Motion by VC Astrein

Seconded by Ms. Yert to accept the minutes of February 1, 2023 as amended.

Motion carried, 7-0.

VOICE VOTE

Yeas: Vaitas, Kozlowski, Astrein, Petcoff, Arpin, Silverman, Yert

Nays: None

4. Moped parking – Poles/bollards installed – Waiting on ETA on sleeves

PSM Ford presented the item.

Motion by Mr. Kozlowski

Seconded by VC Astrein to recommend that the Multi-Modal Transportation Board install bicycle parking in the moped parking spaces.

Motion carried, 7-0.

VOICE VOTE

Yeas: Vaitas, Kozlowski, Astrein, Petcoff, Arpin, Silverman, Yert

Nays: None

5. Parking Citations – Propose to increase fines for various citations – Captain Wald to

present

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

Dr. Silverman recommended that the fines for expired meters remain low, and that the fine for multiple violations be raised. She said there was not evidence that a higher fine would deter parkers from letting their meters expire. She noted that gaining revenue from the parking system was not the APC's or City's primary goal. She also noted there was some public reaction to parking changes in a nearby municipality, and that those concerns could affect the impression of potential parking changes in Birmingham as well.

Ms. Yert concurred.

The Chair said that parking violations are avoidable.

VC Astrein said the majority of offenders were merchants, not patrons of the City's businesses.

VC Astrein agreed with Dr. Silverman that an increase in fines for repeat meter violations was appropriate.

PC Wald summarized the aforementioned parking changes in the nearby municipality at the request of the Chair.

Motion by VC Astrein

Seconded by Mr. Kozlowski to recommend to the City Commission an increase in expired meter violation to \$20, and \$100 after five violations in a calendar year. Also to increase the parking violations to \$175 for handicap.

Motion carried, 7-0.

VOICE VOTE

Yeas: Vaitas, Kozlowski, Astrein, Petcoff, Arpin, Silverman, Yert

Nays: None

6. Monthly Parking

PSM Ford presented the items. PSM Ford and Ms. Burch answered informational questions from the APC.

- a. Increase Monthly rate – Starting July 1st

VC Astrein suggested that a premium be added to the most heavily utilized garages. Dr. Silverman concurred.

Motion by Dr. Silverman

Seconded by VC Astrein to raise the monthly rate for Chester to \$70, Old Woodward, Park, and Peabody to \$90, and Pierce to \$100 per month.

Motion carried, 7-0.

VOICE VOTE

Yeas: Vaitas, Kozlowski, Astrein, Petcoff, Arpin, Silverman, Yert

Nays: None

- b. Survey
- c. Increase allocation to sell?
 - i. Park St. Garage – increase by 100 passes
 - ii. Pierce St. Garage – increase by 50 passes

Ms. Petcoff said she was concerned about those with parking passes not being able to find a parking spot in their assigned parking deck around lunchtime.

PSM Ford and Ms. Burch said that the approach was incremental for that reason and that the counts would be monitored daily.

Motion by Dr. Silverman

Seconded by Ms. Yert to increase the Park St. Garage by 100 passes and the Pierce St. Garage by 50.

Motion carried, 7-0.

VOICE VOTE

Yeas: Vaitas, Kozlowski, Astrein, Petcoff, Arpin, Silverman, Yert

Nays: None

7. Addendums to Two Contracts

PSM Ford summarized the items and answered informational questions from the APC.

Ms. Yert noted that the increased fees were helping improve the parking garages and that the public should be made aware of that.

- a. WJE Amendment - \$192,000 – Park St. Garage Façade Alternative
- b. Traffic & Safety - \$72,706 – N. Old Woodward island replacement

8. N. Old Woodward Garage Construction

PSM Ford summarized the items and answered informational questions from the APC.

- a. Pulling ahead construction of this garage.
- b. Bid Opening – 4/28/23
- c. Project work to start May 9th with a completion of October 31st
- d. Peabody and Chester Garages next

9. Misc. Communication

PSM Ford summarized the items.

- a. March APS Update
- b. [RH Article](#)

10. Meeting open to the public for items not on the agenda

In reply to VC Astrein, PC Wald said there were ongoing discussions regarding enforcement and parking for delivery services.

In reply to Mr. Arpin, PSM Ford said that the City was working on increasing electric vehicle (EV) charging capacity, and that updating the garages to accommodate EV charging in the future was part of the garage updates. PSM Ford also stated that weight allowances were being assessed for the parking garages.

In reply to Ms. Yert, PSM Ford and Ms. Burch stated that some positive feedback had been received regarding the parking garage entry and exit systems. They also noted that lines to enter and exit the garages were less long.

In reply to APC inquiry, PSM Ford provided answers about APC vacancies.

11. Adjournment

No further business being evident, the meeting adjourned at 8:36 a.m.



Aaron Ford, Parking Systems Manager

Laura Eichenhorn, City Transcriptionist

City of Birmingham
Birmingham Shopping District Meeting Minutes
Thursday, June 1, 2023 - 8:30 a.m.
The Community House
Birmingham, MI 48009

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, June 1, 2023, at 8:33 a.m. at The Community House.

1. CALL TO ORDER AND ROLL CALL OF BOARD

PRESENT: Astrein, Hussey, Kay, Markus, Pohlod, Quintal, Roberts, Surnow, Director Emeritus Fehan

ABSENT: Eid, Lipari, McKenzie

ADMINISTRATION: Brook, Sheppard-Decius, Gerber, Grewe, Wald

GUESTS: Hockman

2. RECOGNITION OF VISITORS

3. APPROVAL OF CONSENT AGENDA

MOTION: Motion by Markus, seconded by Surnow, to approve the consent agenda for June 1, 2023, as presented.

VOTE: Yeas: Astrein, Hussey, Kay, Markus, Pohlod, Quintal, Surnow
Nays: none
Absent: Eid, Lipari, McKenzie, Roberts

Motion passed.

4. PRESENTATIONS

a. Business Anniversaries

i. Astrein's 50-Year Anniversary

Pohlod recognized Astrein's Creative Jewelry for their business being in Birmingham for 50 years. She shared that they have been an integral part of the downtown and thanked Richard Astrein for his contributions to the City, as well as for being a founding member of the BSD board. Fehan added that Astrein's has been about more than just jewelry. They have been an outstanding model for citizenship and great philanthropists through the years.

Hockman echoed Fehan's remarks about Astrein's contributions to the community.

5. NEW BUSINESS

a. Annual Advertising Plan with Beasley Media and iHeart

Sheppard-Decius explained that the marketing plan includes more digital media, and in an effort to streamline the management of the digital media, staff recommends working with Beasley Media and iHeart as media partners. These items are over \$25,000 each. Therefore, they require board approval.

Pohlod added that the total is similar to last year's spending and is within the budgeted amount.

MOTION: Motion by Kay, seconded by Quintal, to approve entering into a contract with Beasley Media for \$44,000 and iHeart for \$29,500 for advertising and marketing services for FYE2024 from the Marketing & Advertising account 235.0-720.000-881.

VOTE: Yeas: Astrein, Hussey, Kay, Markus, Pohlod, Quintal, Roberts, Surnow

Nays: none

Absent: Eid, Lipari, McKenzie

Motion passed.

b. Intra-Fund Transfer from Marketing to Website

Sheppard-Decius shared there is an increase in the cost for monthly website maintenance. The website has also been updated with the new logo and other improvements made.

MOTION: Motion by Astrein, seconded by Hussey, to authorize the intra-fund transfer of \$6,000 from Marketing & Advertising account line item 235.0-720.000-881 to the Website Maintenance account line item 235.0-720.000-829.

VOTE: Yeas: Astrein, Hussey, Kay, Markus, Pohlod, Quintal, Roberts, Surnow

Nays: none

Absent: Eid, Lipari, McKenzie

Motion passed.

c. Appointment of Carlie Quezada to Marketing & Advertising Committee

Pohlod shared that Quezada recently joined the Business Development Committee and would like to be more involved. She has therefore applied to be on the Marketing & Advertising Committee.

MOTION: Motion by Surnow, seconded by Quintal, to appoint Carlie Quezada of Supernatural Lingerie to the Marketing & Advertising Committee.

VOTE: Yeas: Astrein, Hussey, Kay, Markus, Pohlod, Quintal, Roberts, Surnow

Nays: none

Absent: Eid, Lipari, McKenzie

Motion passed.

6. OLD BUSINESS

a. Discussion of Advisory Parking Committee Presentation

Sheppard-Decius reported the Advisory Parking Committee (APC) is recommending an increase in parking fines for violations, as well as a large increase in fines for repeat offenders after five parking tickets. The APC feel that this targeted approach will have less impact on visitors. Chief Grewe shared that there have not been fine increases in a long time. There was a plan for increases in 2020, but due to COVID, they were never implemented. Captain Wald explained that the idea is to target habitual offenders.

Board members discussed different options. Markus shared that the structures are not full and the free two hours are to encourage visitors staying longer to use the structures and to leave street parking for those who are planning short stays. Kay expressed his concern with an increase in the initial fine. He

feels that this would be a deterrent for many shoppers. Surnow commented that there are many different perspectives on this issue and that it is difficult to know how changes would affect all stakeholders.

The recommendation to the APC from the Police Department was to increase initial fines from \$10 currently to \$25 or \$30 and after seven violations have the fine increase to \$50 or \$60. The APC's recommendation to City Commission is to have the initial fine increase to \$20 and the habitual offender fine increase to \$100 after five violations.

MOTION: Motion by Astrein, seconded by Hussey, to recommend to City Commission and increase in initial parking meter violations from \$10 currently to \$20 for the first seven violations annually and then increase to \$50 per violation after seven, and that this be reviewed after six months.

VOTE: Yeas: Astrein, Hussey, Markus, Pohlod, Quintal, Roberts

Nays: Kay

Abstain: Surnow – not enough information from different perspectives to make a fully informed decision

Absent: Eid, Lipari, McKenzie

Motion passed.

7. REPORTS

FINANCE REPORT – GERBER

Gerber reported that currently, approximately 93% of the special assessment has been collected. This is in-line with previous years. The county bought the outstanding \$7,600 uncollected from last year and the funds should be received soon.

The year-to-date cash flow shows approximately \$390,000 to the plus side. Some of this is from greater special event revenue and some due to less being paid during staff vacancies, as well as less in program disbursement. Gerber expects the BSD to end the fiscal year with approximately \$1.2 million. This is normal due to the timing of the special assessment billing.

a. EXECUTIVE DIRECTOR REPORT - SHEPPARD-DECIUS

Sheppard-Decius reported that hanging baskets and planters have been installed and that power washing will be scheduled soon. Pohlod asked that an email be sent to alert merchants of the upcoming power washing.

Sheppard-Decius shared that three Farmers Market Assistants have been hired. Two are used each Sunday at the Market. Three were hired for scheduling purposes. An internal posting for the reworked Marketing and Public Relations Specialist for the BSD has been given to Bassett for review.

Unfortunately, the application submitted by the BSD and the City's Public Arts Board for a grant for Art Walk from the MML Foundation was not selected as a recipient.

b. COMMITTEE REPORTS:

SPECIAL EVENTS – ASTREIN

Astrein shared that the Rosé Soirée is moving along. Currently 15 restaurants are registered to participate.

MARKETING & ADVERTISING - KAY

Kay shared the spring fashion video and reported that the committee is looking at starting from scratch for next year's video as some of the footage in the current video has now been used for a few years.

Sheppard-Decius added that the Rosé Soirée digital ads have already started and are receiving a good response with over 225,000 views.

MAINTENANCE/CAPITAL IMPROVEMENTS – POHLOD

Pohlod reported that the committee had a discussion with City Parking Manager Aaron Ford regarding curbside management. They are working on ideas. They are also beginning conversation about alley improvements. The next meeting will be walking around the Triangle District.

BUSINESS DEVELOPMENT - SURNOW

Surnow shared that the committee worked on the survey. The business mix analysis is in good shape. They may adjust some of the categories for the next update. The committee also discussed which types of trainings might be valuable for current merchants to help with retention.

Quintal added that he would like to have a round table for brokers.

EXECUTIVE COMMITTEE REPORT - POHLOD

No report given.

c. PARKING REPORT

Astrein shared that the meeting will be held next week.

d. WAYFINDING REPORT

Fehan reported that things are on track for a December recommendation to City Commission.

8. UNFINISHED BUSINESS

None

9. INFORMATION

a. Retail Activity – provided in packet

b. Announcements – no new announcements

c. Letters, Board Attendance & Monthly Meeting Schedule – provided in packet

10. PUBLIC COMMENTS

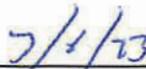
Pohlod recognized that this would be Markus' final board meeting and thanked him for his service. Fehan added that the BSD has been fortunate to have had his wisdom and leadership and that it will be missed.

11. ADJOURNMENT – 9:45 A.M.

Respectfully submitted,
Jaimi Brook (back-up notes on file)



Michael McKenzie, BSD Board Vice Chair



Date

APPROVED



MEMORANDUM

Planning Division

DATE: July 24, 2023

TO: Jana Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 245 S. Eton – Big Rock Italian Chophouse – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted a Special Land Use Permit, Final Site Plan and Design Review application for a new food and drink establishment serving alcoholic liquors for on premise consumption in the historic Birmingham Grand Trunk Western Railroad Depot building. The subject site is located on the east side of S. Eton, south of Maple.

The applicant is proposing a new restaurant concept, Big Rock Italian Chophouse Italian Chophouse, with little change to the existing building and site. The proposal includes a new outdoor dining area on the south side of the building, replacement of select existing materials, new fixtures/furnishings, new signage, and minor façade changes.

BACKGROUND:

On July 12, 2023 ([Agenda](#)), the Planning Board moved to recommend approval to the City Commission of the Special Land Use Permit, Final Site Plan & Design Review subject to the following conditions:

1. The applicant must submit revised site/design plans and provide screening for all new mechanical units in accordance with Article 4, Section 4.54 of the Zoning Ordinance;
2. The property owner work with City Staff to provide an easement to the City of up to 5 feet attached to the sidewalk north of the existing historic building for the purpose of an 8'-10' wide shared use path, contingent upon the City receiving a TAP Grant for the proposed S. Eton project, applied for on June 21st, 2023 and subsequently amended;
3. The applicant must submit revised site/design plans demonstrating one off-street loading space at the minimum dimensions required;
4. The Planning Board grants a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21 (D)(1) of the Zoning Ordinance;
5. The applicant must submit revised site/design plans that meet the outdoor dining standards of Article 4, Section 4.44 of the Zoning Ordinance and must remove the proposed roof and roll down screens on the outdoor dining facility;

6. The applicant must revise the site/design plans to include sufficient details and signs that meet the requirements of the Sign Ordinance; and
7. The applicant must comply with the requests of all City Departments.

A complete set of updated site/design plans that address all of the conditions of approval from the Planning Board and departmental comments will be provided to the City Commission at the public hearing.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

Not applicable.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the July 12, 2023 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices will be sent out to advertise the public hearing at the City Commission meeting on August 28, 2023.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of August 28, 2023 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 245 S. Eton – Big Rock Italian Chophouse.

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution (*subject to change*)
- Planning Board Report
- Current Site/Design Plans

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of August 28, 2023 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 245 S. Eton – Big Rock Italian Chophouse.

**Big Rock Italian Chophouse
245 S. Eton
Special Land Use Permit 2023**

WHEREAS, A Special Land Use Permit application was filed in June 2023 for approval of a new food and drink establishment serving alcoholic liquors for on premise consumption in the historic Birmingham Grand Trunk Western Railroad Depot building at 245 S. Eton;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of S. Eton, south of Maple Rd.;

WHEREAS, The land is zoned B2B (General Business), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on July 12, 2023 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended approval to the City Commission with the following conditions:

1. The applicant must submit revised site/design plans and provide screening for all new mechanical units in accordance with Article 4, Section 4.54 of the Zoning Ordinance;
2. The property owner work with City Staff to provide an easement to the City of up to 5 feet attached to the sidewalk north of the existing historic building for the purpose of an 8'-10' wide shared use path, contingent upon the City receiving a TAP Grant for the proposed S. Eton project, applied for on June 21st, 2023 and subsequently amended;
3. The applicant must submit revised site/design plans demonstrating one off-street loading space at the minimum dimensions required;
4. The Planning Board grants a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21 (D)(1) of the Zoning Ordinance;
5. The applicant must submit revised site/design plans that meet the outdoor dining standards of Article 4, Section 4.44 of the Zoning Ordinance and must remove the proposed roof and roll down screens on the outdoor dining facility;
6. The applicant must revise the site/design plans to include sufficient details and signs that meet the requirements of the Sign Ordinance; and
7. The applicant must comply with the requests of all City Departments.

WHEREAS, The applicant has complied with the conditions of approval required by the Planning Board and all City Departments;

WHEREAS, The Birmingham City Commission conducted a public hearing on August 28, 2023, and has reviewed Big Rock Italian Chophouse's Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Big Rock Italian Chophouse's application for a Special Land Use Permit, Final Site Plan and Design Review at 245 S. Eton is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. Big Rock Italian Chophouse shall abide by all provisions of the Birmingham City Code;
2. Big Rock Italian Chophouse shall comply with the conditions of approval assigned by the Planning Board and City Commission; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Big Rock Italian Chophouse and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Big Rock Italian Chophouse to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that Big Rock Italian Chophouse is recommended for approval of a new food and drink establishment serving alcoholic liquors for on premise consumption in the historic Birmingham Grand Trunk Western Railroad Depot building, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on August 28, 2023.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Division

DATE: July 12, 2023

TO: Planning Board Members

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 245 S. Eton – Big Rock — Special Land Use Permit (SLUP), Final Site Plan & Design Review

The applicant has submitted a Special Land Use Permit, Final Site Plan and Design Review application for a new food and drink establishment serving alcoholic liquors for on premise consumption in the historic Birmingham Grand Trunk Western Railroad Depot building. The subject site is located on the east side of S. Eton, south of Maple.

The applicant is proposing a new restaurant concept, Big Rock Italian Chophouse, with little change to the existing building and site. The proposals include a new outdoor dining area on the south side of the building, replacement of select existing materials, new fixtures/furnishings, new signage, and minor façade changes.

On April 19, 2023 ([Agenda](#) – [Minutes](#)), the Historic District Commission (HDC) reviewed and approved a Design Review application for the changes proposed to the historic building. During the review, the HDC focused predominantly on the changes to the historic building itself, as well as changes that directly affected the historic façade. As noted in the report, many of the changes (outdoor dining, mechanicals, etc.) were to be left to the Planning Board at Special Land Use Permit, Final Site Plan & Design Review.

The Birmingham Code of Ordinances states that a contract for transfer and a Special Land Use Permit are required for all licenses approved under Chapter 10 – Alcoholic Liquors. The licensee must comply with all provisions of the contract and Special Land Use Permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing site is a vacant two-story commercial building, which is a designated historic resource.
- 1.2 Existing Zoning – B2B General-Business)
- 1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes the existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Public Property	Commercial/ Residential	Public Property	Residential
Existing Zoning District	PP (Public Property)	MX (Mixed-Use)	PP (Public Property)	R6 (Multiple-Family Residential)
Overlay Zoning District	N/A	N/A	N/A	N/A

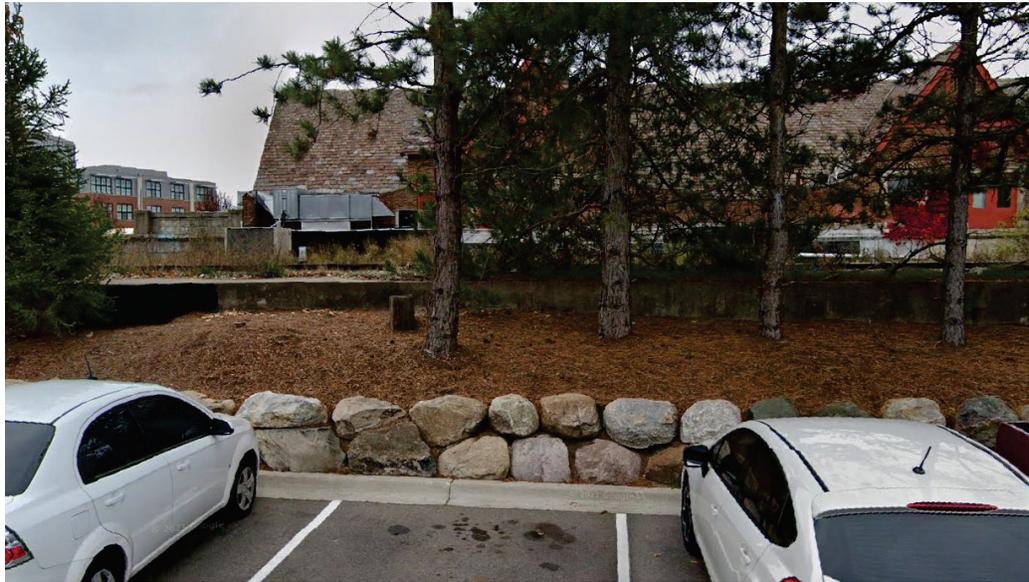
2.0 Setback and Height Requirements

There are no additions or modifications being proposed to the current building or its setbacks, height or area.

3.0 Screening and Landscaping

- 3.1 Dumpster Screening – The applicant does not appear to be making any changes to the dumpster conditions on site. The site currently contains a dumpster enclosure on the south side of the building that appears to meet the requirements of the Zoning Ordinance. As a note, the Planning Division has observed receptacles placed outside of the enclosure in the past (including grease disposal containers). The new tenant is expected to maintain a neat and orderly dumpster enclosure area with all receptacles located within the enclosure.
- 3.2 Parking Lot Screening – There are no changes proposed to the existing parking lot or existing capped masonry screen wall. The existing screen wall appears to meet current ordinances.
- 3.3 Mechanical Equipment Screening – The applicant has submitted mechanical plans that appear to demonstrate several new units on both the ground and the

roof of the building. Most of the areas proposed for new units have been used for mechanical equipment in the past, with some new locations proposed. The locations are all on the rear of the building. Although the new units are in the rear of the building and adjacent to a railroad, all new units are required to be screened from view. As observed in the following photograph, several of the existing units (and areas where new units are proposed) are clearly visible from adjacent properties:



Thus, the applicant must submit revised site/design plans and provide screening for all new mechanical units in accordance with Article 4, Section 4.54 of the Zoning Ordinance.

- 3.4 Landscaping – Although landscaping is not required for the site, the applicant is proposing several new landscaping beds on the site adjacent to the building while also proposing to maintain existing trees and the ivy currently covering much of the existing façade. The applicant is proposing the following plantings:

Planting Type	Location	Quantity
Pink Flair Flowering Cherry Tree	South side	2
Northern Charm Boxwood	North side	40
Sprinter Boxwood	North/south side	42
Kelsey Red Twig Dogwood	North side	26
Annabelle Hydrangea	South side	5
Emerald Green Arborvitae	South Side	20
Karl Forester Feather Reed Grass	North Side	29
All Gold Japanese Forest Grass	North/south side	76
Risky Business Hosta	North side	21

Creeping Lilyturf	North/south side	104
Tara Prairie Dropseed	North side	32

In terms of the proposed landscaping, none of the plantings are directly listed on the Prohibited Species List in Article 4, Section 4.20 of the Zoning Ordinance. However, the proposed Pink Flair Flowering Cherry Tree does produce a small fruit, which could make the tree a succulent fruit-bearing tree, which is indeed located on the prohibited species list. In addition, the proposed Creeping Lilyturf, although not on the Prohibited Species List, is considered invasive according to the Invasive Plant Atlas of the United States.

The Planning Board should discuss these issues and determine whether or not any changes will be required.

- 3.5 Streetscape – There are no new streetscape items proposed as a part of this Special Land Use Permit Amendment and Final Site Plan/Design Review application. However, as a part of the broader S. Eton Reconstruction project, the City has approached the property owner regarding an easement to continue a bike path north to better connect with the bicycle infrastructure on N. Eton. The change to the property would be nominal from a visual perspective, and would be located north of the building and its outdoor dining components where the road begins to turn. The potential change in the site is tied to a Transportation Alternatives Program (TAP) grant funding opportunity that the City has applied for. At this time, the Planning Division has included in the approval language below a condition that states that the property owner work with City Staff to provide an easement to the City of up to 5 feet attached to the sidewalk north of the existing historic building for the purpose of an 8'-10' wide shared use path, contingent upon the City receiving a TAP Grant for the proposed S. Eton project, applied for on June 21st, 2023 and subsequently amended.

4.0 Parking, Loading and Circulation

- 4.1 Parking – Please see the below breakdown of the parking required for the Big Rock, as well as the other sites that utilize the nearby private parking structure (figures derived from [December 16, 2021](#) parking analysis from the District Lofts Phase III review and updated with more specific Big Rock figures):

(This space intentionally left blank)

Property	Required Off-Street Parking
Big Rock Chophouse	162
2051 Villa (Building A)	49
375 S. Eton (Building B)	56
325 S. Eton (Building C)	73
FAR Overages	57
Total Required	397
Total Provided	403

- 4.2 Loading – Based on the size of the building and the commercial use, the applicant is required to provide one off-street loading space measuring the minimum dimensions of 40 ft. x 12 ft. x 14 ft. The site plans submitted do not explicitly designate a loading area, although it is apparent that there is plenty of room on the site for one. Still, **the applicant must submit revised site/design plans demonstrating one off-street loading space at the minimum dimensions required.**
- 4.3 Vehicular Circulation and Access – Vehicular circulation and access is not proposed to change. The site will retain the existing drive approach from S. Eton, as well as the existing circular drive and parking facility.
- 4.4 Pedestrian Circulation and Access – Pedestrian circulation and access is not proposed to change. The site will retain the existing pedestrian walkways and main pedestrian entrance.

5.0 Lighting

The applicant is proposing new lantern-style light fixtures on the pergola posts, pendant lighting, as well as replacement accent lighting along key areas of the facade. In addition, the applicant is proposing to maintain several existing fixtures in the parking lot/circulation area in front of the building. Due to the perceived minimal impact of these new fixtures, the Planning Division did not seek a photometric plan beyond what was submitted (existing lighting) pursuant to Article 4, Section 4.21 (C) of the Zoning Ordinance.

In addition, the Planning Division has reviewed the specification sheets provided and determined that none of the proposed fixtures are cutoff or full cutoff as defined by the Zoning Ordinance. Exception to cutoff luminaries can be made at the discretion of the Planning Board under any of the following conditions:

1. The distribution of upward light is controlled by means of refractors or shielding to the effect that it be used solely for the purpose of decorative enhancement of the luminaire itself and does not expel undue ambient light into the nighttime environment.

2. The luminaire is neither obtrusive nor distracting, nor will it create a traffic hazard or otherwise adversely impact public safety, with appropriate methods used to eliminate undesirable glare and/or reflections.
3. The luminaire is consistent with the intent of the Master Plan, Urban Design Plan(s), Triangle district plan, Rail District plan and/or Downtown Birmingham 2016 Report, as applicable.
4. The scale, color, design or material of the luminaire will enhance the site on which it is located, as well as be compatible with the surrounding buildings or neighborhood.
5. Lighting designed for architectural enhancement of building features (i.e. architectural enhancement lighting). Appropriate methods shall be used to minimize reflection and glare.
6. The site lighting meets all requirements set forth in this ordinance including, but not limited to, light trespass and nuisance violations.

The Planning Board should review the information provided and provide a waiver for non-cutoff light fixtures based on the above criteria.

6.0 Design Review

As noted above, the Historic District Commission performed a historic Design Review for the proposal, which is summarized below. Each item has also been re-reviewed for applicability to other sections of the Zoning Ordinance that the HDC may not have considered.

Trim: The applicant is proposing to paint all of the trim and half-timber details black (Benjamin Moore "Black"). The existing trim was painted red as a part of the Big Rock Chop and Brew House renovations.

Awnings: There are awnings currently located in several places on the building. The applicant is proposing to remove all of the existing awnings from the historic portion of the building. As for the awnings on the addition at the north side of the building, the applicant is proposing to re-cover and reinstall the awnings in the same locations (Sunbrella "Slate" fabric awnings).

Façade: There are no changes proposed to the main façade of the building. However, the applicant is proposing new façade materials on the north side of the addition portion of the building. The new material is stained wood ("Cabot Semi Transparent – Black"). In addition, the slightly pitched roof that currently contains a striped fabric material is proposed to be replaced with a standing seam metal roof. There are no specific architectural standards that are required to be met in this zoning district.

Outdoor Dining: The applicant is proposing to maintain an existing outdoor dining patio located on the north side of the building, which will contain 46-seats. The applicant is also proposing a new outdoor dining patio on the south side of the building, which will replace an existing valet stand and landscaped area. This new patio will contain 42-

seats. Both patios will be covered by a wood pergola. Each pergola will have a clear polycarbonate roof.

Overall, the applicant is required to familiarize themselves with the Outdoor Dining Standards outlined in Article 4, Section 4.44 of the Zoning Ordinance. Some design-related standards that should be discussed in this report are:

1. All outdoor dining elements, fixtures and furnishings must be constructed of high quality and durable materials that are compatible with the establishment and the environment in which the outdoor dining facility is located.
 - The Planning Division has some concerns about the proposed polycarbonate roofing system on the pergolas. The material appears to be somewhat fragile and susceptible to discoloration.
2. Outdoor dining facilities shall provide and service refuse containers within the outdoor dining facility and maintain the area in good order. Public trash receptacles are not permitted to be utilized by outdoor dining facilities.
 - The site plans submitted do not show a trash receptacle within either of the outdoor dining facilities.
3. Outdoor dining facilities shall not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance.
 - Enclosure is defined as “a vertical wall, panel, or other material that extends above 42 in. in height which provides extended relief from weather and impedes physical and/or visual access to the outdoor dining space. For the purposes of this definition, enclosure does not include exterior building walls.” There are two issues related to enclosures in regards to the outdoor dining patios on the site/design plans submitted. First, the proposed 4 ft. evergreen hedge provides a visual impediment to the outdoor dining facilities at a height greater than 42 in. Second, the applicant is proposing “seasonal roll down screens” which is considered an enclosure as well.
4. Barriers defining outdoor dining facilities shall be constructed of quality and durable materials, and shall be maintained and placed in a consistent and organized fashion. Barriers may not exceed 42 inches in height measured from grade or finished floor.
 - As noted above, the evergreen barriers proposed at 4 ft. (48 in.) exceed the permitted height for barriers.

In summary , there are several outdoor dining-related issues that need to be resolved with this proposal. Thus, **the applicant must submit revised site/design plans that meet the outdoor dining standards of Article 4, Section 4.44 of the Zoning Ordinance.**

Signage: The applicant is proposing at least one new sign as a part of this application, with a possibility for a second sign. The clearer proposal is a canopy sign ("BIG ROCK") located above the main entrance. In short, the proposed canopy sign does not appear to meet the requirements of the Sign Ordinance, as it exceeds the maximum permitted height of a canopy sign. Less clear is what appears to be a small ground sign in the landscape island in the circulation area that appears to be made of stone with metal letters affixed to the face. This sign may be permitted, but the Planning Division does not have sufficient detail at this time. Thus, **the applicant must revise the site/design plans to include sufficient details and signs that meet the requirements of the Sign Ordinance.**

7.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photometric Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.

- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

In addition, Article 7, Section 7.26 requires applications for a Special Land Use Permit to meet the following criteria:

- (1) The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.
- (2) The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.
- (3) The use is consistent with the public health, safety and welfare of the city.
- (4) The use is in compliance with all other requirements of this Zoning Ordinance.
- (5) The use will not be injurious to the surrounding neighborhood.
- (6) The use is in compliance with state and federal statutes.

9.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** of the Special Land Use and Final Site Plan/Design Review application for 245 S. Eton – Big Rock – subject to the following conditions:

1. The applicant must submit revised site/design plans and provide screening for all new mechanical units in accordance with Article 4, Section 4.54 of the Zoning Ordinance;
2. The property owner work with City Staff to provide an easement to the City of up to 5 feet attached to the sidewalk north of the existing historic building for the purpose of an 8'-10' wide shared use path, contingent upon the City receiving a TAP Grant for the proposed S. Eton project, applied for on June 21st, 2023 and subsequently amended;
3. The applicant must submit revised site/design plans demonstrating one off-street loading space at the minimum dimensions required;
4. The Planning Board grants a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21 (D)(1) of the Zoning Ordinance;

5. The applicant must submit revised site/design plans that meet the outdoor dining standards of Article 4, Section 4.44 of the Zoning Ordinance;
6. The applicant must revise the site/design plans to include sufficient details and signs that meet the requirements of the Sign Ordinance; and
7. The applicant must comply with the requests of all City Departments.

10.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to recommend for **APPROVAL** the Final Site Plan & Design Review for 245 S. Eton – Big Rock – subject to the following conditions:

1. The applicant must submit revised site/design plans and provide screening for all new mechanical units in accordance with Article 4, Section 4.54 of the Zoning Ordinance;
2. The property owner work with City Staff to provide an easement to the City of up to 5 feet attached to the sidewalk north of the existing historic building for the purpose of an 8'-10' wide shared use path, contingent upon the City receiving a TAP Grant for the proposed S. Eton project, applied for on June 21st, 2023 and subsequently amended;
3. The applicant must submit revised site/design plans demonstrating one off-street loading space at the minimum dimensions required;
4. The Planning Board grants a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21 (D)(1) of the Zoning Ordinance;
5. The applicant must submit revised site/design plans that meet the outdoor dining standards of Article 4, Section 4.44 of the Zoning Ordinance;
6. The applicant must revise the site/design plans to include sufficient details and signs that meet the requirements of the Sign Ordinance; and
7. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 245 S. Eton – Big Rock – pending receipt of the following:

1. The applicant must submit revised site/design plans and provide screening for all new mechanical units in accordance with Article 4, Section 4.54 of the Zoning Ordinance;
2. The property owner work with City Staff to provide an easement to the City of up to 5 feet attached to the sidewalk north of the existing historic building for the purpose of an 8'-10' wide shared use path, contingent upon the City receiving a TAP Grant for the proposed S. Eton project, applied for on June 21st, 2023 and subsequently amended;
3. The applicant must submit revised site/design plans demonstrating one off-street loading space at the minimum dimensions required;

4. The Planning Board grants a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21 (D)(1) of the Zoning Ordinance;
5. The applicant must submit revised site/design plans that meet the outdoor dining standards of Article 4, Section 4.44 of the Zoning Ordinance;
6. The applicant must revise the site/design plans to include sufficient details and signs that meet the requirements of the Sign Ordinance; and
7. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend for **DENIAL** to the City Commission the Final Site Plan & Design Review for 245 S. Eton – Big Rock – for the following reasons:

1. _____
2. _____
3. _____

11.0 Sample Motion Language (*Special Land Use Permit*)

Motion to recommend for **APPROVAL** to the City Commission the Special Land Use Permit for 245 S. Eton – Big Rock – subject to the conditions of Final Site Plan & Design Review approval.

OR

Motion to **POSTPONE** the Special Land Use Permit 245 S. Eton – Big Rock – pending receipt of the following:

1. The applicant must submit revised site/design plans and provide screening for all new mechanical units in accordance with Article 4, Section 4.54 of the Zoning Ordinance;
2. The property owner work with City Staff to provide an easement to the City of up to 5 feet attached to the sidewalk north of the existing historic building for the purpose of an 8'-10' wide shared use path, contingent upon the City receiving a TAP Grant for the proposed S. Eton project, applied for on June 21st, 2023 and subsequently amended;
3. The applicant must submit revised site/design plans demonstrating one off-street loading space at the minimum dimensions required;
4. The Planning Board grants a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21 (D)(1) of the Zoning Ordinance;
5. The applicant must submit revised site/design plans that meet the outdoor dining standards of Article 4, Section 4.44 of the Zoning Ordinance;

6. The applicant must revise the site/design plans to include sufficient details and signs that meet the requirements of the Sign Ordinance; and
7. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend for **DENIAL** to the City Commission the Special Land Use Permit for 245 S. Eton – Big Rock – for the following reasons:

1. _____
2. _____
3. _____

BIRMINGHAM PLANNING DIVISION

June 9th, 2023



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Big Rock | Italian Chop House
245 S. Eton, Birmingham, Michigan
5H

CAMERON MITCHELL
• RESTAURANTS •

EXISTING CONDITIONS



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245 S. Eton, Birmingham, Michigan

June 9th, 2023

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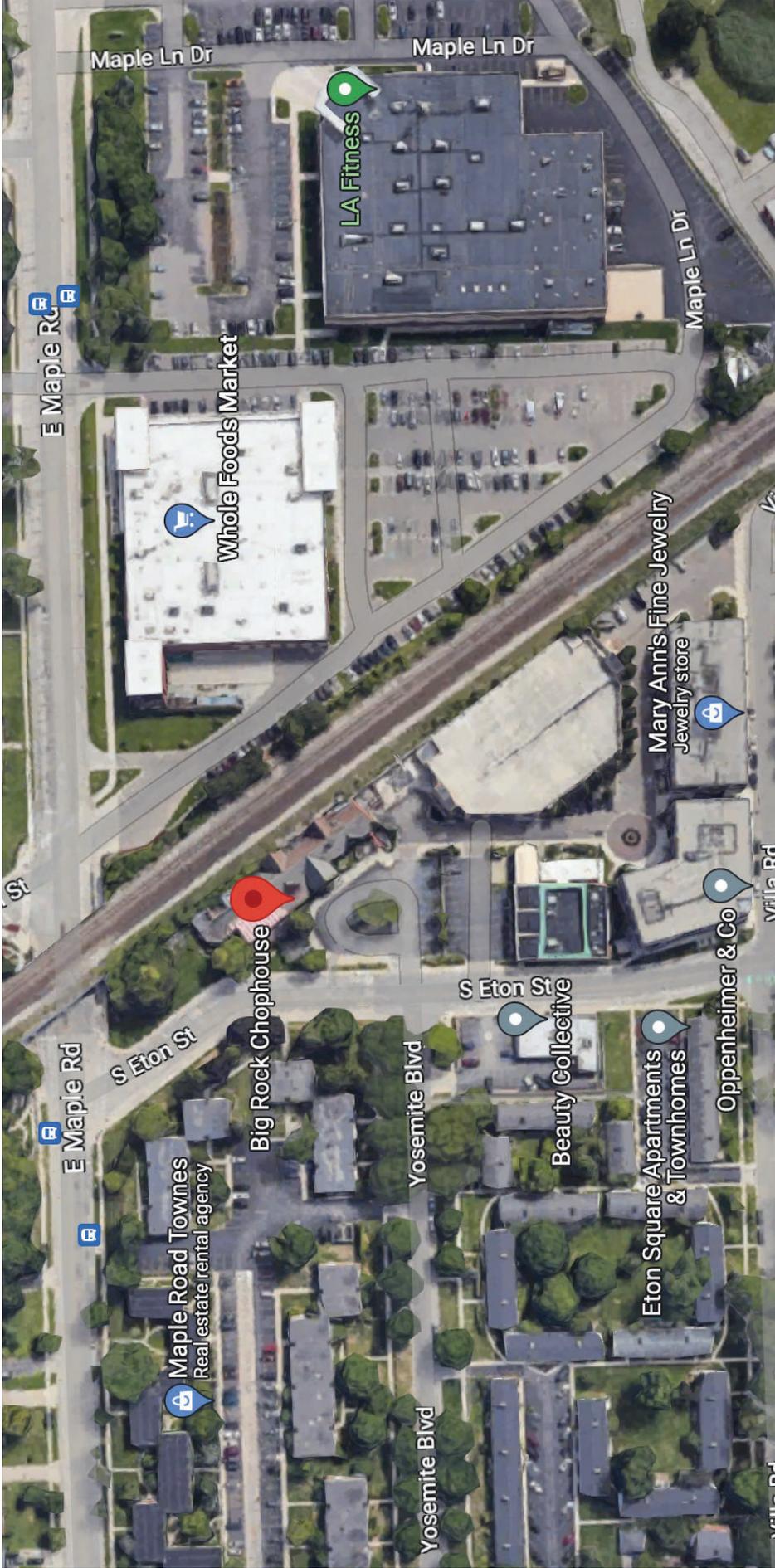


Big Rock | Italian Chop House
245 S. Eton, Birmingham, Michigan

June 9th, 2023
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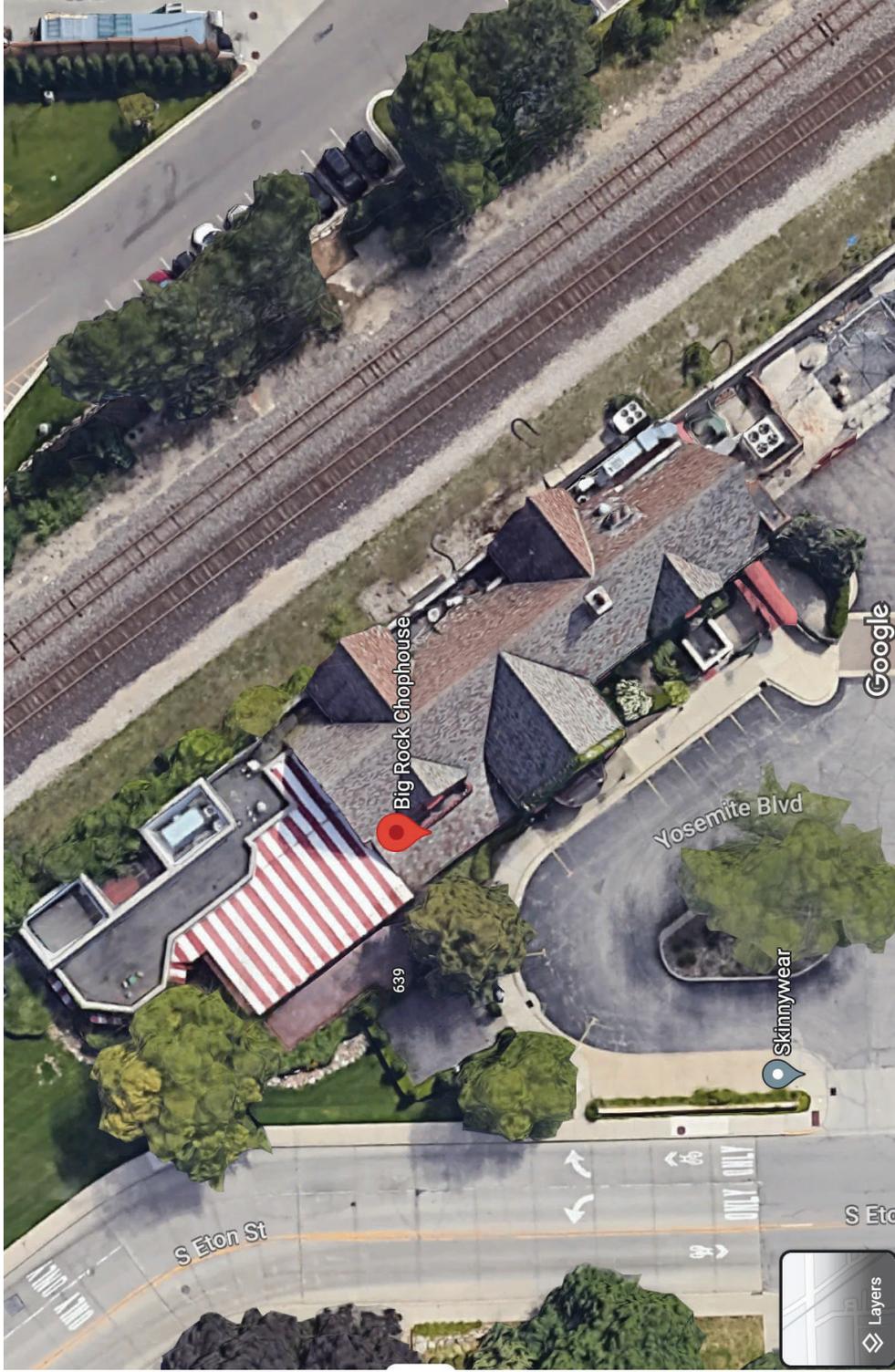


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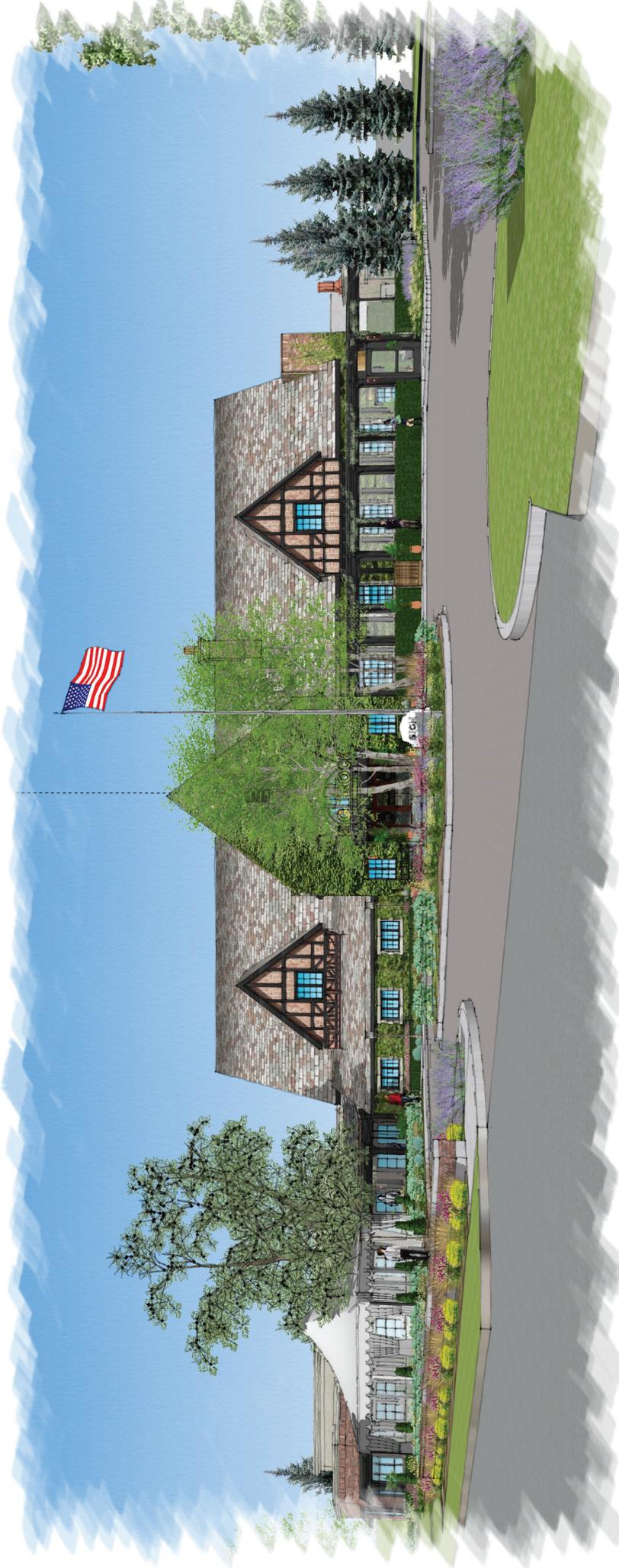
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PROPOSED 3-D Views



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PROPOSED 3-D Views



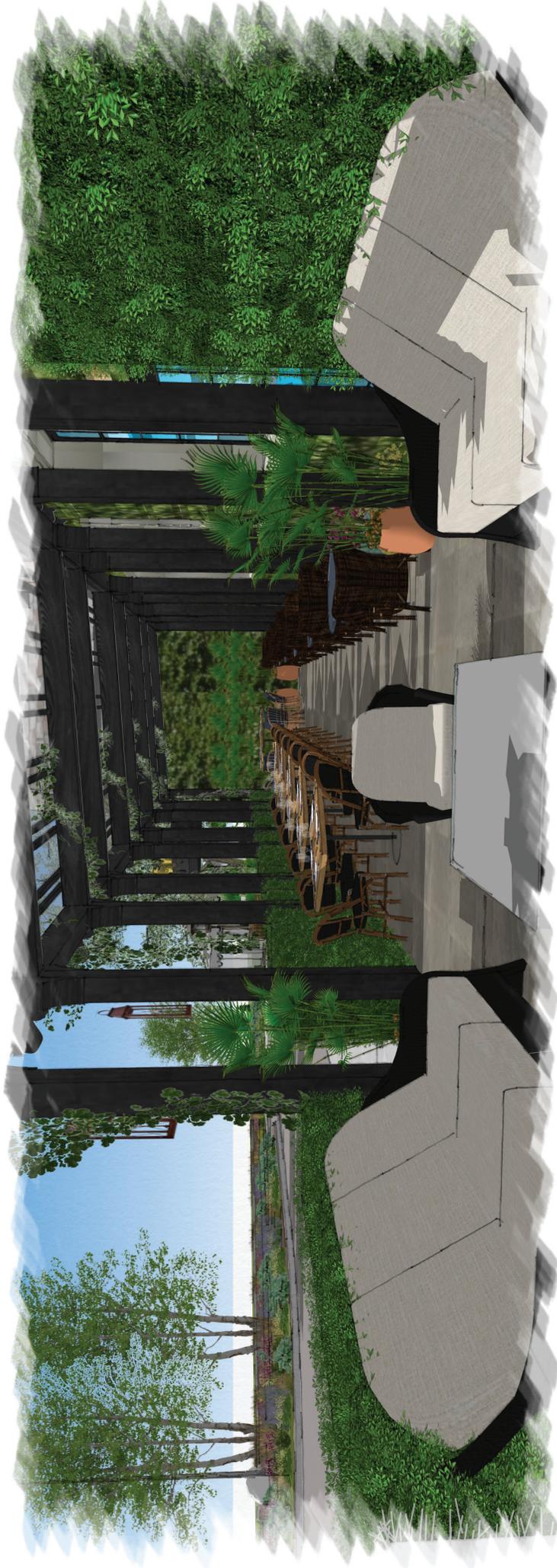
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June 9th, 2023

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PROPOSED 3-D Views



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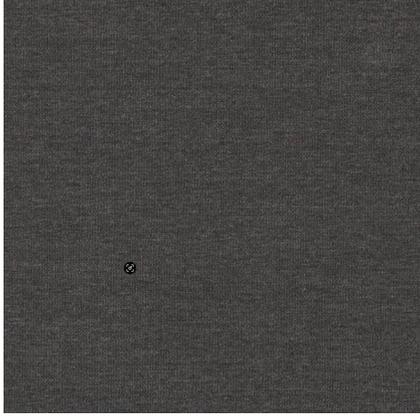
FINISHES AND MATERIALS:
PAVER, PAINT, STAIN & AWNING



Paint
Trim, Soffits, Trellis,
and Windows:
Benjamin Moore
Black HC-190



Stain
Siding at North Private
Dining Room:
Vertical T&G Wood,
Stained
Cabot Semi-Transparent
- Black



Fabric Awnings
Sunbrella
Slate 4684-0000



Patio Pavers
Kronos Pennsylvania
Ashlar Pattern
Mix of Colors

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245 S. Eton, Birmingham, Michigan

June 9th, 2023

5H

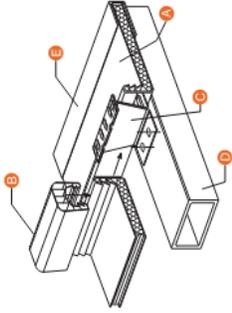


FINISHES AND MATERIALS: ROOFING AT EXTERIOR PATIOS

Translucent Single Panel
Standing Seam Cladding System

Pentaglas®

Product Data Sheet

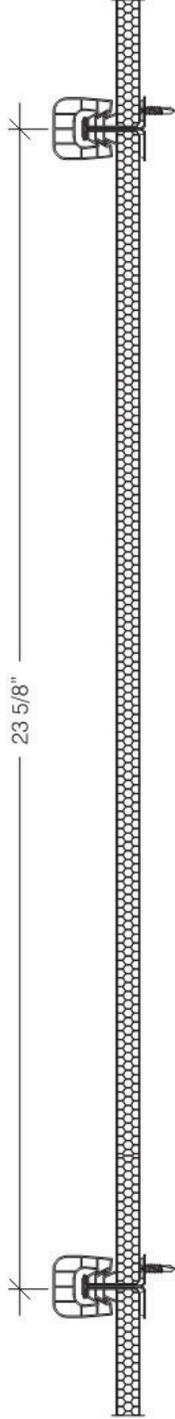


- A** Pentaglas® glazing panel
- B** Double-tooth panel connector
- C** Stainless steel panel clip
- D** Aluminum purlin substructure
- E** Aluminum framing system



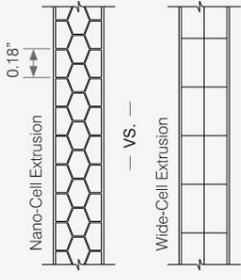
Product Specifications

- Glazing** Pentaglas® translucent polycarbonate panel with Nano-Cell® extrusion
- Thickness:** 10 mm, 12 mm, or 16 mm
- Width:** 2 ft nominal (23 5/8 in) (600 mm)
- Length:** Up to 40 ft long
- Panel Weight:** 12 mm = 0.53 lb/ft² | 16 mm = 0.70 lb/ft²
- Panel Joint:** Mechanically interlocking double-tooth connection
- Color Options:** Standard - clear, white, ice white, blue, green, bronze, refl. gray
- Note: all colors are available with a matte finish upon request - consult for other available color options



Glazing Extrusion

Our Pentaglas® translucent glazing is precision engineered with Nano-Cell® technology. This specialized panel extrusion results in the cells measuring smaller than 0.18 inches, providing the panel with superior durability and prolonged resistance to impact. The unique cell structure significantly improves the quality and balanced distribution of glare-free natural light. Pentaglas glazing panels are co-extruded with a specialized UV inhibitor on both sides of the panel.



Double-Tooth Connection

The double-tooth edge on the upstands of the glazing panels enables the system to withstand extremely high loads without concern for the panels disengaging. As the panels deflect, their grip on the U-shaped panel connector actually strengthens, ensuring long-term performance under loading conditions.

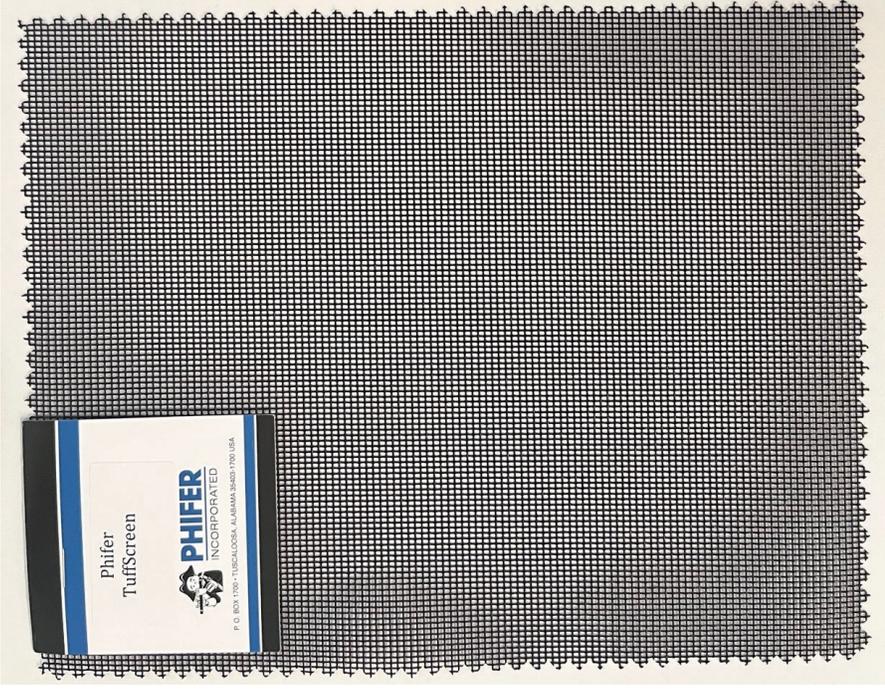
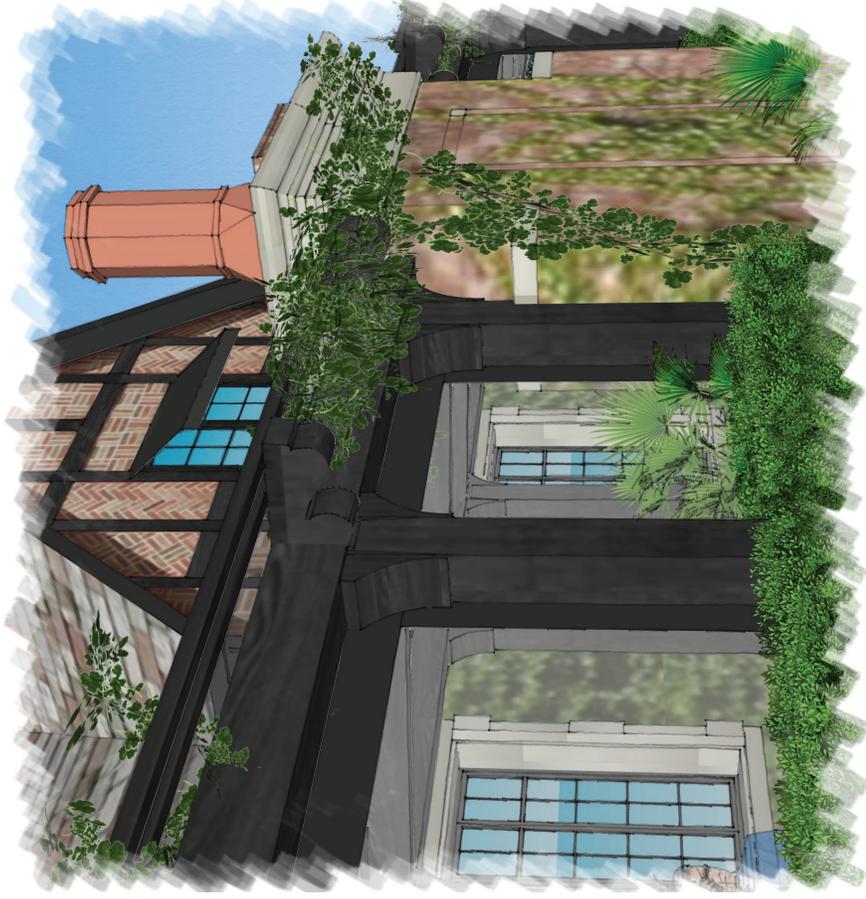
KNAUER

Big Rock | Italian Chop House
245 S. Eton, Birmingham, Michigan

June 9th, 2023
5H

CAMERON MITCHELL
• R E S T A U R A N T S •

FINISHES AND MATERIALS:
Seasonal Role Down Screens at Pergola Structures



KNAUER

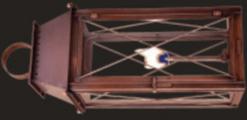
Big Rock | Italian Chop House
245 S. Eton, Birmingham, Michigan

June 9th, 2023
5H

CAMERON MITCHELL
• RESTAURANTS •

FINISHES AND MATERIALS: PORCH WALL SCONCE

COACH HOUSE®
ORIGINAL BRACKET



BEVOLO®
established 1965
GAS & ELECTRIC LIGHTS

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KNAUER

Big Rock | Italian Chop House
245 S. Eton, Birmingham, Michigan

June 9th, 2023
5H

CAMERON MITCHELL
• RESTAURANTS •

FINISHES AND MATERIALS:
REPLACEMENT LIGHTS AND LAMPS



KNAUER

Big Rock | Italian Chop House
245 S. Eton, Birmingham, Michigan

June 9th, 2023

CAMERON MITCHELL
• RESTAURANTS •

FINISHES AND MATERIALS:
PATIO LIGHTS, FANS, HEATERS



KNAUER

Big Rock | Italian Chop House
245 S. Eton, Birmingham, Michigan

June 9th, 2023
5H

CAMERON MITCHELL
• RESTAURANTS •

CALCULATION NOTES:

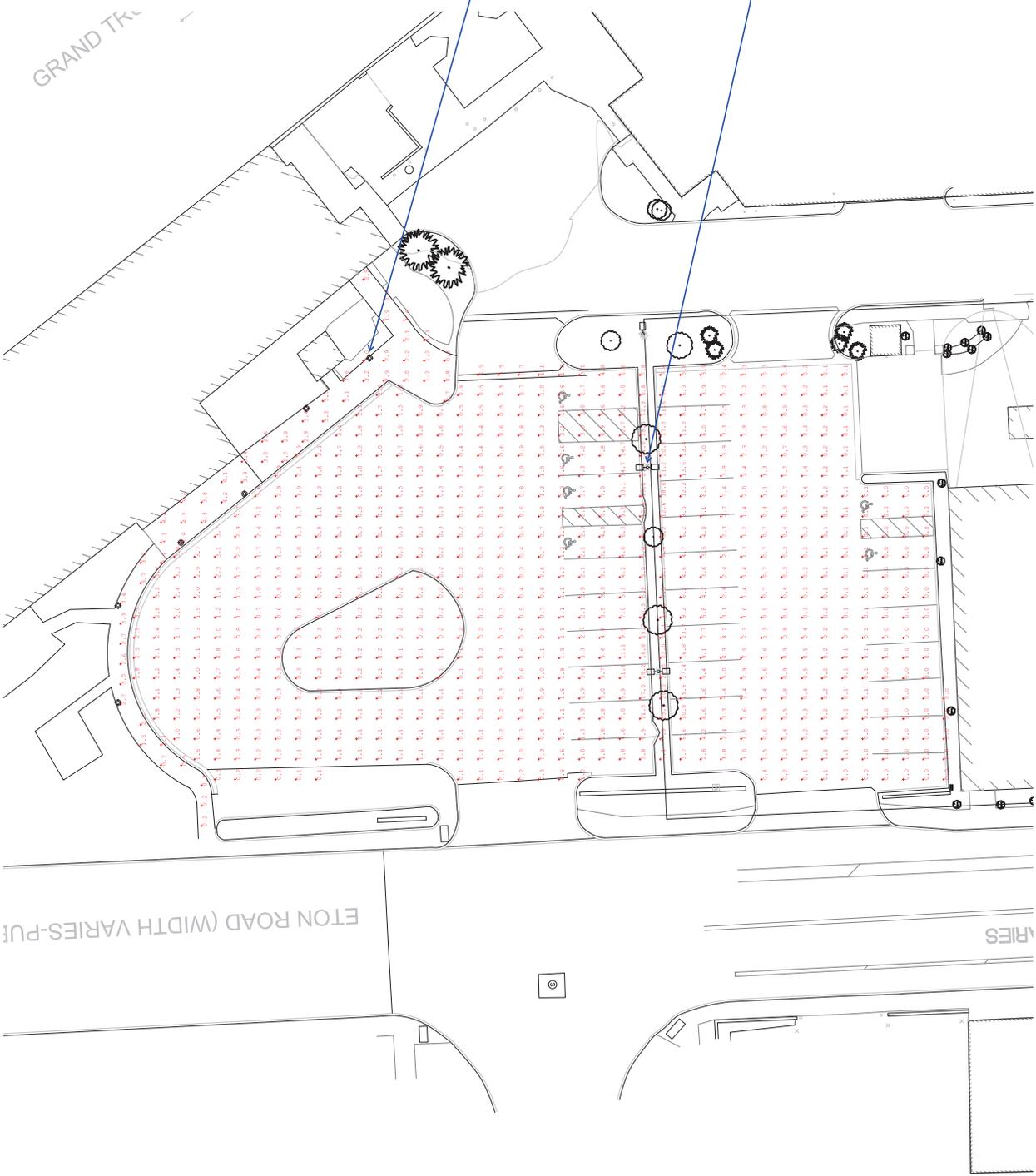
- ALL LIGHT FIXTURES, INCLUDING AMBIENT LIGHTING, ARE TO BE SPECIFIED WITH A MINIMUM OF 10% LIGHT LOSS FACTOR, INCLUDING BUT NOT LIMITED TO: LAMP DEGRADATION, LUMINAIRE DIRT DEPOSITION, ETC.
- PHOTOMETRIC DATA FOR ALL LUMINAIRES IS SOURCED FROM ESTIMOTE SMART LUMINAIRE. THE PHOTOMETRIC DATA IS TO BE VERIFIED BY AN INDEPENDENT TESTING LABORATORY. IN THE EVENT ACTUAL PHOTOMETRIC TEST DATA IS AVAILABLE, THE PHOTOMETRIC FILES PROVIDED USING INDEPENDENT TESTING LABORATORY DATA WILL BE USED.
- ACTUAL AMBIENTING DATA IS COLLECTED IN A LABORATORY ENVIRONMENT UNDER CONTROLLED CONDITIONS. LUMINAIRE PERFORMANCE MAY BE ADVERSELY AFFECTED DUE TO AMBIENT TEMPERATURE, HUMIDITY LEVELS, MAINTENANCE/CLEANING SCHEDULES, ETC.
- WHERE PRIORITY IS LAMINAIRE FOR A SPECIFIED LUMINAIRE, THE DESIGNER HAS USED PHOTO METRY FOR A COMPARABLE LUMINAIRE TO APPROXIMATE LUMINAIRE VALUES.
- CONSIDERATION FROM DAYLIGHT OR WINDOWLIGHT IS NOT INCLUDED IN THIS CALCULATION.



EXISTING LIGHT POLE FIXTURE - TYPE A



EXISTING LIGHT POLE FIXTURE - TYPE B



THIS FILE CONTAINS LIGHTING LAYERS. THE LAYERS IN THIS FILE ARE MEANT TO BE USED IN CONJUNCTION WITH THE LUMINAIRE AND LIGHTING PLANS PRODUCED BY THE LIGHTING PRACTICE. THIS IS NOT A COPY AND ELECTRONIC PRINTS OF THIS FILE ARE NOT TO BE USED FOR ANY OTHER CONSTRUCTION DOCUMENTS.



Project No: 23059.00
 Scale: 1" = 1'-0"
 Date: 05/11/23

Sheet Title: PARKING LOT CALCULATION STUDY



MEMORANDUM

City Clerk's Office

DATE: July 19, 2023
TO: Jana Ecker, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: 2024 City Commission Meeting Schedule

INTRODUCTION:

The City Charter requires the Commission to meet regularly and "not less than twice a month". Provided is a proposed schedule for the 2024 City Commission meetings.

BACKGROUND:

Typically, the Commission meets on the second and fourth Mondays of each month except when a legal holiday coincides with those days. Legal holidays were designated by resolution of the Commission on August 26, 2013 pursuant to Article II Section 2-26 of the Birmingham City Code. This section gives the Commission latitude to reschedule regular meetings which would otherwise fall on a legal holiday. Resolution 11-289-21 passed on November 8, 2021 included Martin Luther King Jr Day and Resolution 07-172-23 passed on July 10, 2023, included Juneteenth to the City of Birmingham's list of designated legal holidays.

The proposed meeting schedule avoids the ten legal holidays which fall on a Monday in 2024.

LEGAL REVIEW:

The City Attorney has reviewed and has no objections as it comports to City Charter.

FISCAL IMPACT:

The Finance Director has reviewed and has no fiscal concerns.

SUSTAINABILITY

There are no sustainability comments associated with this schedule.

PUBLIC COMMUNICATIONS:

Once approved, the 2024 meeting schedule will be published in the City calendar, on the City webpage, and posted at the Municipal Building.

SUMMARY:

The City Commission is asked to review and approve the proposed meeting schedule for 2024, which avoids legal holidays and ensures the Commission meets not less than twice a month.

ATTACHMENTS:

- Federal and State Holidays on Mondays in 2024
- 2024 calendar with proposed City Commission dates and legal holidays noted

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Birmingham City Commission 2024 Meeting Schedule as follows:

MONTH	DAY	MEETING	LOCATION
January	8	Regular Meeting	Municipal Building
	20 (Sat 8:30 am)	Long Range Planning	Municipal Building
	22	Regular Meeting	Municipal Building
February	5	Regular Meeting	Municipal Building
	12	Regular Meeting	Municipal Building
March	4	Regular Meeting	Municipal Building
	18	Regular Meeting	Municipal Building
April	8	Regular Meeting	Municipal Building
	15	Regular Meeting	Municipal Building
	27 (Sat 8:30 am)	Budget Hearing	Municipal Building
May	6	Regular Meeting	Municipal Building
	20	Regular Meeting	Municipal Building
June	3	Regular Meeting	Municipal Building
	10	Joint Commission/Planning Bd.	DPS
	24	Regular Meeting	Municipal Building
July	8	Regular Meeting	Municipal Building
	22	Regular Meeting	Municipal Building
August	12	Regular Meeting	Municipal Building
	26	Regular Meeting	Municipal Building
September	9	Regular Meeting	Municipal Building
	23	Regular Meeting	Municipal Building
October	7	Regular Meeting	Municipal Building
	21	Joint Commission/Planning Bd.	DPS
	28	Regular Meeting	Municipal Building
November	18	Regular Meeting	Municipal Building
	25	Regular Meeting	Municipal Building
December	9	Regular Meeting	Municipal Building
	16	Regular Meeting	Municipal Building

Federal and State Recognized Holidays on Mondays in 2024:

January 1 - New Year's Day
January 15 - Dr. Martin Luther King, Jr. Day
February 19 - President's Day
March 25 - Holi
April 22 - Passover
May 27 - Memorial day
June 17 - Eid al-Adha
September 2 - Labor Day
October 14 - Columbus Day/ Indigenous Peoples day
November 11 - Veterans Day

◀ December		January 2024					February ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
	1 New Year's Day	2	3	4	5	6	
7	8 City Commission	9	10	11	12	13	
14	15 Martin Luther King Jr. Day	16	17	18	19	20 Long Range Planning	
21	22 City Commission	23	24	25	26	27	
28	29	30	31				

February 2024						
◀ January						March ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 City Commission	6	7	8	9	10 Chinese New Year
11	12 City Commission	13	14 Ash Wednesday	15	16	17
18	19 President's Day/Washington's Birthday	20	21	22	23	24
25	26	27 *Possible date for 2024 Presidential Primary	28	29		

*We should have a decision on the Presidential Primary Election date by Aug./Sept.

March 2024						
◀ February						April ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 City Commission	5	6	7	8	9
10	11	12 *Possible Date for 2024 Presidential Primary	13	14	15	16
17	18 City Commission	19	20	21	22	23 Purim (begin)
24 Purim (end) Holi (begin)	25 Holi (end)	26	27	28 Maundy Thursday	29 Good Friday	30
31 Easter						

*We should have a decision on the Presidential Primary Election date by Aug./Sept.

April 2024						
◀ March						May ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8 City Commission	9 Eid al-Fitr (begin)	10 Eid al-Fitr (end)	11	12	13
14	15 City Commission	16	17	18	19	20
21	22 Passover (begin)	23	24	25	26	27 Budget Hearing
28	29	30 Passover (end)				

May 2024						
◀ April						June ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 Holy Friday (Orthodox)	4
5 Pascha/Easter (Orthodox)	6 City Commission	7	8	9	10	11
12	13	14	15	16	17	18
19	20 City Commission	21	22	23	24	25
26	27 Memorial Day	28	29	30	31	

June 2024						
◀ May						July ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 City Commission	4	5	6	7	8
9	10 Joint Commission/Planning Board	11 Shavuot (begin)	12	13 Shavout (end)	14	15
16 Eid al-Adha (begin)	17 Eid al-Adha (end)	18	19 Juneteenth	20	21	22
23	24 City Commission	25	26	27	28	29
30						

July 2024						
◀ June						August ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4 Independence Day	5	6
7	8 City Commisison	9	10	11	12	13
14	15	16 Ashura (begin)	17 Ashura (end)	18	19	20
21	22 City Commission	23	24	25	26	27
28	29	30	31			

August 2024						
◀ July						September ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12 City Commission	13	14	15	16	17
18	19	20	21	22	23	24
25	26 City Commission	27	28	29	30	31

September 2024						
◀ August						October ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Labor Day	3	4	5	6	7
8	9 City Commission	10	11	12	13	14
15	16	17	18	19	20	21
22)	23 City Commission	24	25	26	27	28
29	30					

◀ September		October 2024					November ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		1	2 Rosh Hashana (start)	3	4 Rosh Hashana (end)	5	
6	7 City Commission	8	9	10	11 Yom Kippur (begin)	12 Yom Kippur (end)	
13	14 Columbus Day/Indigenous Peoples Day	15	16 Sukkot (begin)	17	18 Sukkot (end)	19	
20	21 Joint Commission/Planning Board	22	23 Shemini Atzeret (begin)	24 Shemini Atzeret (end) Simchat Torah (begin)	25 Simchat Torah (end)	26	
27	28 City Commission	29	30	31 Diwali)			

November 2024						
◀ October						December ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 Election Day	6	7	8	9
10	11 Veterans Day	12	13	14	15	16
17	18 City Commission	19	20	21	22	23
24	25 City Commission	26	27	28 Thanksgiving Day	29	30

December 2024						
◀ November						January ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8 Bodhi Day	9 City Commission	10	11	12	13	14
15	16 City Commission	17	18	19	20	21
22	23	24 Christmas Eve	25 Christmas Day Hanukkah (start)	26 Kwanzaa (begin)	27	28
29	30	31 New Year's Eve				

◀ December		January 2025					February ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1 New Year's Day Kwanzaa (end)	2 Hanukkah (End)	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20 Martin Luther King Jr.	21	22	23	24	25	
26	27	28	29	30	31		

US Holidays for 2024. List includes popular religious & festive days.

Courtesy of [WinCalendar.com](https://www.wincalendar.com)

Jan 1	New Year's Day
Jan 15	Martin Luther King Jr.
Feb 2	Groundhog Day
Feb 14	Ash Wednesday
Feb 14	Valentine's Day
Feb 19	Washington's Birthday
Feb 19	Presidents Day
Mar 8	Int'l. Women's Day
Mar 10	Daylight Saving Begins
Mar 17	St Patrick's Day
Mar 19	Start of Spring (Spring Equinox)
Mar 28	Holy Thursday
Mar 29	Good Friday
Mar 31	Easter
Apr 15	Tax Day (Taxes Due)
Apr 22	Earth Day
Apr 24	Administrative Professionals
Apr 26	Arbor Day
May 5	Cinco De Mayo
May 12	Mother's Day
May 18	Armed Forces Day
May 27	Memorial Day
Jun 14	Flag Day
Jun 16	Father's Day
Jun 19	Juneteenth
Jun 20	Summer Solstice (Summer Begins)
Jul 4	Indep. Day
Sep 2	Labor Day
Sep 11	Patriot Day
Sep 22	Start of Fall (Autumnal Equinox)
Oct 14	Columbus Day
Oct 31	Halloween
Nov 3	Daylight Saving Time Ends
Nov 5	Election Day
Nov 11	Veterans Day
Nov 28	Thanksgiving Day
Dec 21	Start of Winter (Winter Solstice)
Dec 25	Christmas



MEMORANDUM

Police Department

DATE: July 20, 2023
TO: Jana L. Ecker, City Manager
FROM: Scott A. Grewe, Chief of Police
SUBJECT: School Resource Officer

INTRODUCTION:

The Birmingham School District has requested a full-time School Resource Officer (SRO) to start at the beginning of the 2023-2024 school year. An SRO is a law enforcement officer who is assigned to work in the schools. SROs serve as a liaison between the school community, law enforcement, and the local community. Their primary role is to promote safety and security within the school environment while also building positive relationships with students, staff, and parents.

BACKGROUND:

The Birmingham Police Department has provided a part-time SRO to Birmingham Schools for over 20 years. Under this program, our juvenile detective is assigned as the SRO and Birmingham Schools pays the City 50% of the cost for this employee. In return, the SRO spends 50% of their time working as the SRO for Birmingham Schools.

The tragic events that took place at Oxford High School on November 30, 2021, brought the concerns of an active shooter closer to home. Not long after this incident, Birmingham Schools contacted the Police Department to speak about the current SRO program and requested the SRO position become a full-time assignment at the schools. Due to the increase in incidents at schools and the increase in gun violence, staff fully supports the creation of a full-time SRO.

A full-time SRO will work primarily at Seaholm High School and will handle issues at other Birmingham District Schools (within the City limits) as needed. The SRO will remain under the control of the Police Department and will follow all departmental policies and procedures while assigned to the schools. When school is not in session, the SRO will report back to our department and assist with investigations, patrol duties, special events and traffic enforcement.

LEGAL REVIEW:

The City Attorney has worked with the attorney representing the school district to create the attached document. Our attorney has approved the attached contract.

FISCAL IMPACT:

In the approved 2023-2024 budget, an additional officer was approved to fill the SRO position increasing our sworn staff to 35 officers. Once the SRO is selected, a new officer will be hired to backfill the vacancy created in our patrol unit. This additional officer will have no cost to the city since the school district has agreed to pay 100% (\$163,174.00, which includes salary and benefits) of the cost of the full-time SRO.

The existing 50% SRO program will no longer exist and therefore, Birmingham Schools will no longer pay half of the total compensation (\$81,587.00) for the detective that will remain in our detective bureau. The City will now cover the full cost of this position. This position has always been fully budgeted for in the Police Department budget.

SUSTAINABILITY:

Not-applicable.

PUBLIC COMMUNICATIONS:

There has been no public communication from the Police Department while negotiations were ongoing to create this full-time SRO agreement.

SUMMARY:

The Birmingham Police Department and the Birmingham School District have reached an agreement for the creation of a full-time School Resource Officer (SRO). Birmingham Schools has agreed to pay 100% of the total compensation for this position. While it is ultimately the school district's responsibility to provide for the safety and security of their staff and students, the SRO's primary role will be to promote safety and security while creating positive relationships with the school community. **Since the July 10, 2023 City Commission meeting, the Birmingham School District's attorney has requested very minor changes to the SRO Agreement. The City Commission is asked to approve the revised School Resource Officer Agreement as attached (in both redline and clean versions).**

ATTACHMENTS:

1. School Resource Officer Agreement between the City of Birmingham and the Birmingham School District (redline and clean versions)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a revised three year agreement ending July 1, 2026 with the Birmingham School District for the provision of a full-time School Resource Officer, with all the salary and benefits for this officer to be paid by the Birmingham School District. In addition, to authorize the Mayor and City Clerk to sign the revised agreement on behalf of the City.

**AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND
THE BIRMINGHAM SCHOOL DISTRICT
PROVIDING FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is entered into this ___ day of _____, 2023 by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and the **BIRMINGHAM SCHOOL DISTRICT**, whose address is 31301 Evergreen Road Beverly Hills, MI 48025 (hereafter referred to as the "District") and the foregoing shall collectively be referred to as the Parties, and make this Agreement pursuant to the Urban Cooperation Act of 1967 (the "Act"), 1967 PA 4, MCL 124.501, et seq. to provide for the joint exercise of certain powers, privileges, or authority that the parties share in common and that each might exercise separately as described in this agreement.

WHEREAS, the City agrees to participate with the District for a School Resource Officer Program and will provide the District a School Resource Officer ("SRO") that is within the jurisdiction of the City of Birmingham; and

WHEREAS, the term *District* may include the Birmingham School District's Security Officer, a Birmingham School District principal of an assigned school, or the Birmingham School District; and

WHEREAS, the District and the City desire to set forth in this Agreement the specific roles, responsibilities, terms and conditions of the services to be performed and provided by the SRO in the District.

NOW THEREFORE, the terms, conditions, and roles of this Agreement are as follows:

1. Provision of School Resource Officer ("SRO"): The City shall provide and assign one regularly employed full-time police officer to the District as an SRO to be assigned to the following schools as needs are determined by the SRO, in collaboration with the District's designee:

- a. Seaholm High School
- b. Derby Middle School
- c. Quarton Elementary
- d. Pierce Elementary
- e. Midvale Early Childhood Center

2. Employment of School Resource Officers: The SROs shall be employees of the Birmingham Police Department and shall be subject to the administration, supervision and control of the Department. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. The Birmingham Police Department retains the right to manage and direct services provided by the SRO.

In the event the District and the City together find the SRO fails to abide by the terms of this Agreement, fails to follow the policies and procedures of the District as they pertain to the SRO, as it pertains to the District's Security Officer, or fails to perform the SRO's duties, the SRO shall be directed by the Chief of Birmingham to remedy the problems within fifteen (15) school days. the Superintendent or designee shall notify the City in writing of the specific problems. If the

SRO fails to remedy the problems within fifteen (15) school days after the date of notification or an agreed upon date by the Parties, the Superintendent or designee may request the City to assign a new SRO in accordance with the procedures set forth in Paragraph 4.

3. Goals and Objectives of the Program and the SRO:

- a. To establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
- b. While it is ultimately the District’s responsibility, the SRO will assist in maintaining a safe and secure environment on a school campus which will be conducive to learning.
- c. Promote positive attitudes regarding the police role in society, especially to children.

4. Selection of SRO: The Parties acknowledge that the selection of the SRO is a critical aspect of the SRO Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO. The Chief of Police, or their designee, with input from the Superintendent or designee, shall select the SRO. The Chief of Police or their designee will consult with the District on the selection and the criteria that was utilized in making the decision. The following factors will be considered, among others, in the selection process:

- a. The officer’s desire to work with youth.
- b. The officer’s prior experience in law enforcement and youth work.
- c. The officer’s interpersonal and communication skills along with their work records.
- d. The officer’s academic background and/or other pertinent training.

5. Training and Certification: The SRO must be a MCOLES certified police officer employed by the City and must have and maintain all training and credentials necessary to maintain that status. The SRO should receive training in the following areas:

- a. Basic SRO
- b. Advanced SRO
- c. Single Officer Rapid Deployment
- d. Adolescent Mental Health and trauma-informed care
- e. Family and Educational Rights and Privacy Act (FERPA)
- f. Diversity, Equity, and Inclusion, which may include implicit bias and disproportionality in school-based arrests based on race and disability.

6. Regular Duty Hours of SROs:

- a. The SRO will be assigned to the District on a full-time basis of eight (8) hours on those days and during those hours that school is in session. SRO work schedule will primarily coincide with Seaholm High School with adjustments made based on the needs of additional Birmingham Schools as agreed to by the Birmingham Chief of Police.
- b. Whenever possible, it is the intent of the parties that the SRO's service duty hours shall conform to the school day. However, the Parties may mutually agree to adjust the SRO's hours in order to attend after school events, training, investigative work, public speaking events and any other need related to the services under this Agreement. Those hours shall be considered as regular time hours under this Agreement upon mutual agreement of the Parties.
- c. It is understood and agreed that time spent by SRO's attending municipal or Circuit Court, Juvenile Court, and/or criminal cases arising from and/or out of their employment as an SRO, shall be considered a part of the regular hours worked by the SRO under this Agreement.
- d. In the event an SRO is absent from work due to unforeseen circumstances, the SRO shall notify their supervisor in the Police Department and the contact person designated by the district. The Police Department will assign another qualified officer, if available, to substitute for the SRO who is absent, beginning with the sixth consecutive day of absence. If the assigned SRO is absent less than six days, no substitute will be assigned.
- e. The SRO position is a 12-month position running concurrent with the school year calendar. It is preferred that an SRO take vacation time when students are not in attendance. In the event an SRO elects to take vacation time when school is in session, the Police Department will notify the District of the impending absence and may assign another qualified officer to substitute for the SRO who is absent, contingent on the availability of personnel.
- f. It is understood by the District that the SRO may be called from the school and SRO duties in order to assist with an active emergency in the City, which shall be at the request of the on duty Police Department supervisor. The time spent during such reassignment shall not be considered hours worked under this Agreement unless it is connected to a school related issue. In such an event, the compensation paid by the District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.

7. Scope of Work: While on duty, the SRO shall perform the following duties:

- a. Plan and participate in classroom instruction in specialized programs and on a visiting instructor basis, when requested.

- b. Act as a resource person in the area of law enforcement education at the request of the District, principals, and approval of the Police Chief.
- c. Conduct criminal investigations of violations of law on District property, which is initiated by the SRO or reported by school personnel per interagency agreement. Additionally, may investigate any juvenile cases involving Birmingham students on or off school property.
- d. Work in conjunction with school-based security to maintain the peace on District property.
- e. Visit Birmingham schools and work with administrators, staff, students, and parents to improve school/police relations in the area of security and emergency response.
- f. Act as a resource person to the District on police matters and incidents.
- g. Assist the Principal or his/her designee in coordinating emergency medical response at the discretion of the SRO.
- h. Be familiar with all District policies, administrative guidelines, and procedures, including student handbooks and the student code of conduct, and make reasonable efforts to adhere to the same, to the extent they do not conflict with the policies and procedures of the Police Department in non-emergency situations.
- i. The SRO will not be responsible for general student discipline. The administration of student discipline, including student code of conduct violations, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct for which law enforcement intervention is required. However, the SRO may assist the superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules in order to maintain a safe learning environment, if agreed to by the Chief of Police for the City of Birmingham. When it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the SRO will intervene to preserve the peace of the school.
- j. The SRO will wear their department authorized duty weapons in accordance with Police Department policy.

8. Employment and Supervision: The SRO is an employee of the City and not an employee of the District. This Agreement shall not create an employment relationship between the District and the SRO. The City is responsible for the training, discipline, and dismissal of its personnel. As an employee of the City, the SRO is subject to the chain of command of the City. In the performance of their duties, the SRO shall coordinate and communicate with the Principal or the Principal's designee of the school to which they are assigned.

9. Compensation: The District agrees to pay the City the costs for performing all services covered by this Agreement. The basic cost includes all salaries and wages, sick leave, vacations, employee benefits, supervision, Public Employees' Retirement Contribution Insurance premiums, Social Security, general liability insurance, unemployment insurance, worker's compensation, equipment costs, vehicle costs, and all other indirect costs incurred by the City in providing the services as listed in Attachment A. The changes to costs year to year shall be paid to the City based on an annual notice provided by the City. These may include retroactive costs due to pending union contractual agreements.

The amount of the SRO's salary and fringe benefits shall be determined by the City annually and shall be based on and is pursuant to an agreement between the City of Birmingham Police Officers in conjunction with the City of Birmingham Police Officer Labor Council and the City of Birmingham. The Birmingham City Manager will provide information to the District as reasonably requested to substantiate the cost factors in determining the amounts of the officer's salary and fringe benefits.

10. Access to Education Records:

- a. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- b. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation and the extent to which time is of the essence.
- c. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

11. Term And Termination:

- a. Initial Term. This Agreement shall be effective as of August 1, 2023 and shall be for a 3 year term ending [July 31, 2026](#). The term of this agreement will be impacted by and subject to the availability of a qualified, eligible and willing Birmingham Police Officer to serve as the SRO.
- b. Extension. The Parties have the option to extend this Agreement for up to three (3) additional one-year terms (the "Extension Terms"), upon mutual written agreement of the Parties annually.

Termination. Any party may terminate this Contract for any reason upon written notice to the other parties of not less than ninety (90) days prior to the date of such termination. In the event of early termination, the District shall only be responsible for paying for services rendered up to the date of termination. However, in the event of early termination, if the District has paid for Services that were not rendered, the District shall be entitled to a return

of, and the City shall pay, the pro-rata portion of the payment. If this Agreement is terminated with any of the provisions contained herein, regardless of the basis for termination, the District shall neither be liable to, nor obligated to pay, the City for any other costs associated with the SRO and their employment with the City of Birmingham.

12. Indemnification: Each Party is solely responsible for the act(s) and omission(s) of its own elected official and any entity or person for whom each Party is legally liable. To the extent permitted by law, each Party agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the other party, 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 other party, 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 party including its employees and agents, in the performance of this Agreement.

13. Insurance Submission Requirements: The District has submitted proof to the City that it meets all City insurance requirements, as specified in Paragraph 17. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the District 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 the District's acceptance of the terms of this Agreement.

During the term of this Agreement and any renewal thereof, the City and District shall maintain errors and omissions and general liability insurance in the amounts stated below, naming each other the District as an additional insured. The City and the District shall provide certificates of insurance with each other the District before commencing services under this Agreement.

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

The City acknowledges that in performing services pursuant to this Agreement, certain confidential and/or propriety information (including, but not limited to District security plans or procedures, student records, or other information that would be exempt from disclosure to the public) may become involved. The City recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the District. Therefore, the City agrees to use reasonable care to safeguard the confidential and proprietary information and to

prevent the unauthorized use or disclosure thereof. The City agrees that such proprietary information and data and any information or data protected from disclosure by law obtained under this Agreement shall be utilized only in connection with this Agreement and shall not be made available to any other person or entity except as required by law.

15. Compliance With Laws: The Parties agree to fully and faithfully carry out the duties as set forth herein using their best efforts in accomplishing all services under this Agreement, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Party is subject, the Parties hereby agree to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies, all District policies, administrative guidelines, and procedures, including student handbooks and the student code of conduct 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.

16. Non-Compliance With Insurance Requirements: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the other Party to terminate this Agreement. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; the Parties agree and understand that this engagement is at will and may be terminated by either Party for any cause or no cause.

17. Standard Insurance Requirements: Each Party 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: The Parties shall each procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance: The District 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 **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. ~~Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.~~

The City 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 **\$5,000,000** for armed SRO services and not less than **\$2,000,000** for unarmed SRO services per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. ~~Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.~~

18. 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: Chief of Police

District: Birmingham Public Schools
31301 Evergreen Road
Beverly Hills, MI 48025
Attn: Superintendent and
Deputy Superintendent

19. General Provisions:

- a. The SROs are employees of the City and not employees of the District, and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. Accordingly, the City shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of the SRO Program, including by way of illustration, Federal and State income tax, FICA, FUTA, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required and the City will indemnify, defend and hold the District harmless for the payment of such sums, interest, penalties, or cost of collection of same. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Agreement on behalf of the City, its employees, or agents.
- b. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it. The remainder of the Agreement shall remain in full force and effect.
- c. The headings of the sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- d. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- e. Neither the District nor the City may assign this Agreement without prior written consent from the non-assigning party.

20. 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.

21. 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.

22. Complete Agreement: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the District's 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 District 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.

23. 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 District, the City shall have the right to terminate this Agreement without further liability to the District if the disqualification has not been removed within ninety (90) days after the City has given the District 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.

24. Failure To Perform: If the District 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. If the City fails to perform its obligations hereunder, the District may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

25. Legal Proceedings: Any claim arising out of or relating to interpretation of this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., 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. 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.

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and the District, 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.

Approved by:

BIRMINGHAM SCHOOL BOARD

on _____, 2023

By: _____

Its: Board President

By: _____

Its: Board Secretary

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____ day of _____, 2023 before me personally appeared _____ who acknowledged that with authority on behalf of the Birmingham School Board to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

BIRMINGHAM SCHOOL DISTRICT

on _____, 2023

By: _____ Dr. Embekka

Roberson Superintendent

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____ day of _____, 2023 before me personally appeared Dr. Embekka Roberson who acknowledged that with authority on behalf of the Birmingham School Board to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____
County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

on _____, 2023

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____ day of _____, 2023 before me personally appeared Therese Longe and Alexandria Bingham who acknowledged that with authority on behalf of the City of Birmingham to do so they signed this Agreement.

Notary Public

County, Michigan
Acting in _____
County, Michigan
My commission expires: _____

APPROVED:

Jana Ecker, City Manager
(Approved as to substance)

Scott Grewe, Chief of Police
(Approved as to substance)

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

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

ATTACHMENT A



The costs of the School Resource Officer are being transparently articulated with the Birmingham Board of Education. These costs cover from July 1, 2023, through June 30, 2024, and are described as:

Personnel Costs (100% BPS)	
Personnel Summary Worksheet (BF-3) – Base Wages no OT	\$116,954
Fixed past Retirement Cost per actuary (BF-3) / 34 Sworn	\$ 48,912
General Liability Insurance	1,750
SUBTOTAL	\$167,616
Police Vehicle Charge (100% BPS)	\$ 6,000
Total Annual Cost	\$173,616

The Birmingham Board of Education will be invoiced \$171,866.00 for the costs incurred for the period listed above and sent to:

Birmingham Public Schools
Deputy Superintendent
31301 Evergreen Road
Beverly Hills, Michigan 48025

Scott A. Grewe
Chief of Police

**AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND
THE BIRMINGHAM SCHOOL DISTRICT
PROVIDING FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is entered into this ___ day of _____, 2023 by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and the **BIRMINGHAM SCHOOL DISTRICT**, whose address is 31301 Evergreen Road Beverly Hills, MI 48025 (hereafter referred to as the "District") and the foregoing shall collectively be referred to as the Parties, and make this Agreement pursuant to the Urban Cooperation Act of 1967 (the "Act"), 1967 PA 4, MCL 124.501, et seq. to provide for the joint exercise of certain powers, privileges, or authority that the parties share in common and that each might exercise separately as described in this agreement.

WHEREAS, the City agrees to participate with the District for a School Resource Officer Program and will provide the District a School Resource Officer ("SRO") that is within the jurisdiction of the City of Birmingham; and

WHEREAS, the term *District* may include the Birmingham School District's Security Officer, a Birmingham School District principal of an assigned school, or the Birmingham School District; and

WHEREAS, the District and the City desire to set forth in this Agreement the specific roles, responsibilities, terms and conditions of the services to be performed and provided by the SRO in the District.

NOW THEREFORE, the terms, conditions, and roles of this Agreement are as follows:

1. Provision of School Resource Officer ("SRO"): The City shall provide and assign one regularly employed full-time police officer to the District as an SRO to be assigned to the following schools as needs are determined by the SRO, in collaboration with the District's designee:

- a. Seaholm High School
- b. Derby Middle School
- c. Quarton Elementary
- d. Pierce Elementary
- e. Midvale Early Childhood Center

2. Employment of School Resource Officers: The SROs shall be employees of the Birmingham Police Department and shall be subject to the administration, supervision and control of the Department. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. The Birmingham Police Department retains the right to manage and direct services provided by the SRO.

In the event the District and the City together find the SRO fails to abide by the terms of this Agreement, fails to follow the policies and procedures of the District as they pertain to the SRO, or fails to perform the SRO's duties, the SRO shall be directed by the Chief of Birmingham to remedy the problems within fifteen (15) school days. If the SRO fails to remedy the problems within fifteen (15) school days after the date of notification or an agreed upon date by the Parties, the

Superintendent or designee may request the City to assign a new SRO in accordance with the procedures set forth in Paragraph 4.

3. Goals and Objectives of the Program and the SRO:

- a. To establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
- b. While it is ultimately the District's responsibility, the SRO will assist in maintaining a safe and secure environment on a school campus which will be conducive to learning.
- c. Promote positive attitudes regarding the police role in society, especially to children.

4. Selection of SRO: The Parties acknowledge that the selection of the SRO is a critical aspect of the SRO Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO. The Chief of Police, or their designee, with input from the Superintendent or designee, shall select the SRO. The Chief of Police or their designee will consult with the District on the selection and the criteria that was utilized in making the decision. The following factors will be considered, among others, in the selection process:

- a. The officer's desire to work with youth.
- b. The officer's prior experience in law enforcement and youth work.
- c. The officer's interpersonal and communication skills along with their work records.
- d. The officer's academic background and/or other pertinent training.

5. Training and Certification: The SRO must be a MCOLES certified police officer employed by the City and must have and maintain all training and credentials necessary to maintain that status. The SRO should receive training in the following areas:

- a. Basic SRO
- b. Advanced SRO
- c. Single Officer Rapid Deployment
- d. Adolescent Mental Health and trauma-informed care
- e. Family and Educational Rights and Privacy Act (FERPA)
- f. Diversity, Equity, and Inclusion, which may include implicit bias and disproportionality in school-based arrests based on race and disability.

6. Regular Duty Hours of SROs:

- a. The SRO will be assigned to the District on a full-time basis of eight (8) hours on those days and during those hours that school is in session. SRO work schedule will primarily coincide with Seaholm High School with adjustments made based on the needs of additional Birmingham Schools as agreed to by the Birmingham Chief of Police.
- b. Whenever possible, it is the intent of the parties that the SRO's service duty hours shall conform to the school day. However, the Parties may mutually agree to adjust the SRO's hours in order to attend after school events, training, investigative work, public speaking events and any other need related to the services under this Agreement. Those hours shall be considered as regular time hours under this Agreement upon mutual agreement of the Parties.
- c. It is understood and agreed that time spent by SRO's attending municipal or Circuit Court, Juvenile Court, and/or criminal cases arising from and/or out of their employment as an SRO, shall be considered a part of the regular hours worked by the SRO under this Agreement.
- d. In the event an SRO is absent from work due to unforeseen circumstances, the SRO shall notify their supervisor in the Police Department and the contact person designated by the district. The Police Department will assign another qualified officer, if available, to substitute for the SRO who is absent, beginning with the sixth consecutive day of absence. If the assigned SRO is absent less than six days, no substitute will be assigned.
- e. The SRO position is a 12-month position running concurrent with the school year calendar. It is preferred that an SRO take vacation time when students are not in attendance. In the event an SRO elects to take vacation time when school is in session, the Police Department will notify the District of the impending absence and may assign another qualified officer to substitute for the SRO who is absent, contingent on the availability of personnel.
- f. It is understood by the District that the SRO may be called from the school and SRO duties in order to assist with an active emergency in the City, which shall be at the request of the on duty Police Department supervisor. The time spent during such reassignment shall not be considered hours worked under this Agreement unless it is connected to a school related issue. In such an event, the compensation paid by the District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.

7. Scope of Work: While on duty, the SRO shall perform the following duties:

- a. Plan and participate in classroom instruction in specialized programs and on a visiting instructor basis, when requested.

- b. Act as a resource person in the area of law enforcement education at the request of the District, principals, and approval of the Police Chief.
- c. Conduct criminal investigations of violations of law on District property, which is initiated by the SRO or reported by school personnel per interagency agreement. Additionally, may investigate any juvenile cases involving Birmingham students on or off school property.
- d. Work in conjunction with school-based security to maintain the peace on District property.
- e. Visit Birmingham schools and work with administrators, staff, students, and parents to improve school/police relations in the area of security and emergency response.
- f. Act as a resource person to the District on police matters and incidents.
- g. Assist the Principal or his/her designee in coordinating emergency medical response at the discretion of the SRO.
- h. Be familiar with all District policies, administrative guidelines, and procedures, including student handbooks and the student code of conduct, and make reasonable efforts to adhere to the same, to the extent they do not conflict with the policies and procedures of the Police Department in non-emergency situations.
- i. The SRO will not be responsible for general student discipline. The administration of student discipline, including student code of conduct violations, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct for which law enforcement intervention is required. However, the SRO may assist the superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules in order to maintain a safe learning environment, if agreed to by the Chief of Police for the City of Birmingham. When it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the SRO will intervene to preserve the peace of the school.
- j. The SRO will wear their department authorized duty weapons in accordance with Police Department policy.

8. Employment and Supervision: The SRO is an employee of the City and not an employee of the District. This Agreement shall not create an employment relationship between the District and the SRO. The City is responsible for the training, discipline, and dismissal of its personnel. As an employee of the City, the SRO is subject to the chain of command of the City. In the performance of their duties, the SRO shall coordinate and communicate with the Principal or the Principal's designee of the school to which they are assigned.

9. Compensation: The District agrees to pay the City the costs for performing all

services covered by this Agreement. The basic cost includes all salaries and wages, sick leave, vacations, employee benefits, supervision, Public Employees' Retirement Contribution Insurance premiums, Social Security, general liability insurance, unemployment insurance, worker's compensation, equipment costs, vehicle costs, and all other indirect costs incurred by the City in providing the services as listed in Attachment A. The changes to costs year to year shall be paid to the City based on an annual notice provided by the City. These may include retroactive costs due to pending union contractual agreements.

The amount of the SRO's salary and fringe benefits shall be determined by the City annually and shall be based on and is pursuant to an agreement between the City of Birmingham Police Officers in conjunction with the City of Birmingham Police Officer Labor Council and the City of Birmingham. The Birmingham City Manager will provide information to the District as reasonably requested to substantiate the cost factors in determining the amounts of the officer's salary and fringe benefits.

10. Access to Education Records:

- a. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- b. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation and the extent to which time is of the essence.
- c. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

11. Term And Termination:

- a. Initial Term. This Agreement shall be effective as of August 1, 2023 and shall be for a 3 year term ending July 31, 2026. The term of this agreement will be impacted by and subject to the availability of a qualified, eligible and willing Birmingham Police Officer to serve as the SRO.
- b. Extension. The Parties have the option to extend this Agreement for up to three (3) additional one-year terms (the "Extension Terms"), upon mutual written agreement of the Parties annually.

Termination. Any party may terminate this Contract for any reason upon written notice to the other parties of not less than ninety (90) days prior to the date of such termination. In the event of early termination, the District shall only be responsible for paying for services rendered up to the date of termination. However, in the event of early termination, if the District has paid for Services that were not rendered, the District shall be entitled to a return of, and the City shall pay, the pro-rata portion of the payment. If this

Agreement is terminated with any of the provisions contained herein, regardless of the basis for termination, the District shall neither be liable to, nor obligated to pay, the City for any other costs associated with the SRO and their employment with the City of Birmingham.

12. Indemnification: Each Party is solely responsible for the act(s) and omission(s) of its own elected official and any entity or person for whom each Party is legally liable. To the extent permitted by law, each Party agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the other party, 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 other party, 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 party including its employees and agents, in the performance of this Agreement.

13. Insurance Submission Requirements: The District has submitted proof to the City that it meets all City insurance requirements, as specified in Paragraph 17. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the District 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 the District's acceptance of the terms of this Agreement.

During the term of this Agreement and any renewal thereof, the City and District shall maintain errors and omissions and general liability insurance in the amounts stated below, naming each other the District as an additional insured. The City and the District shall provide certificates of insurance with each other the District before commencing services under this Agreement.

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

The City acknowledges that in performing services pursuant to this Agreement, certain confidential and/or propriety information (including, but not limited to District security plans or procedures, student records, or other information that would be exempt from disclosure to the public) may become involved. The City recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the District. Therefore, the City agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The City agrees that such proprietary

information and data and any information or data protected from disclosure by law obtained under this Agreement shall be utilized only in connection with this Agreement and shall not be made available to any other person or entity except as required by law.

15. Compliance With Laws: The Parties agree to fully and faithfully carry out the duties as set forth herein using their best efforts in accomplishing all services under this Agreement, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Party is subject, the Parties hereby agree to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies, all District policies, administrative guidelines, and procedures, including student handbooks and the student code of conduct 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.

16. Non-Compliance With Insurance Requirements: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the other Party to terminate this Agreement. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; the Parties agree and understand that this engagement is at will and may be terminated by either Party for any cause or no cause.

17. Standard Insurance Requirements: Each Party 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: The Parties shall each procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance: The District 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 **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage.

The City 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 **\$5,000,000** for armed SRO services and not less than **\$2,000,000** for unarmed SRO services per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage.

18. Written Notices: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
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Attn: Chief of Police

District: Birmingham Public Schools

31301 Evergreen Road
Beverly Hills, MI 48025
Attn: Superintendent and
Deputy Superintendent

19. General Provisions:

- a. The SROs are employees of the City and not employees of the District, and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. Accordingly, the City shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of the SRO Program, including by way of illustration, Federal and State income tax, FICA, FUTA, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required and the City will indemnify, defend and hold the District harmless for the payment of such sums, interest, penalties, or cost of collection of same. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Agreement on behalf of the City, its employees, or agents.
- b. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it. The remainder of the Agreement shall remain in full force and effect.
- c. The headings of the sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- d. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- e. Neither the District nor the City may assign this Agreement without prior written consent from the non-assigning party.

20. 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.

21. 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.

22. Complete Agreement: The parties agree that the conditions set forth in this

Agreement sets forth all terms and conditions of the District's 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 District 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.

23. 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 District, the City shall have the right to terminate this Agreement without further liability to the District if the disqualification has not been removed within ninety (90) days after the City has given the District 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.

24. Failure To Perform: If the District 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. If the City fails to perform its obligations hereunder, the District may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

25. Legal Proceedings: Any claim arising out of or relating to interpretation of this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681, et seq., 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. 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.

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and the District, 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.

Approved by:

BIRMINGHAM SCHOOL BOARD

on _____, 2023

By: _____

Its: Board President

By: _____

Its: Board Secretary

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____day of _____, 2023 before me personally appeared _____ who acknowledged that with authority on behalf of the Birmingham School Board to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

BIRMINGHAM SCHOOL DISTRICT

on _____, 2023

By: _____ Dr. Embekka

Roberson Superintendent

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____day of _____, 2023 before me personally appeared Dr. Embekka Roberson who acknowledged that with authority on behalf of the Birmingham School Board to do so he/she signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

on _____, 2023

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____ day of _____, 2023 before me personally appeared Therese Longe and Alexandria Bingham who acknowledged that with authority on behalf of the City of Birmingham to do so they signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

APPROVED:

Jana Ecker, City Manager
(Approved as to substance)

Scott Grewe, Chief of Police
(Approved as to substance)

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

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

ATTACHMENT A



The costs of the School Resource Officer are being transparently articulated with the Birmingham Board of Education. These costs cover from July 1, 2023, through June 30, 2024, and are described as:

Personnel Costs (100% BPS)	
Personnel Summary Worksheet (BF-3) – Base Wages no OT	\$116,954
Fixed past Retirement Cost per actuary (BF-3) / 34 Sworn	\$ 48,912
General Liability Insurance	1,750
SUBTOTAL	\$167,616
Police Vehicle Charge (100% BPS)	\$ 6,000
Total Annual Cost	\$173,616

The Birmingham Board of Education will be invoiced \$171,866.00 for the costs incurred for the period listed above and sent to:

Birmingham Public Schools
Deputy Superintendent
31301 Evergreen Road
Beverly Hills, Michigan 48025

Scott A. Grewe
Chief of Police



MEMORANDUM

Legal

DATE: July 18, 2023

TO: Jana L. Ecker, City Manager

FROM: Mary M. Kucharek, City Attorney

SUBJECT: Proposed Ballot Question Regarding Marihuana Ordinance

INTRODUCTION:

On February 13, 2023 and April 24, 2023, the City Attorney's office presented a workshop and then later an amended ordinance regarding marihuana and the possible amendment to Part II of the Birmingham City Code, Chapter 26 – Businesses, Article XII – Marihuana Establishments. The purpose of tonight's agenda item is to introduce an ordinance amendment ballot question that would be submitted to the Birmingham City electors at the next General Election on November 7, 2023.

BACKGROUND:

Medical marihuana is now legal in 39 states, and recreational marihuana is legal in 21 states. The use of both medical and recreational marihuana is legal in Michigan. The Michigan Marihuana Act of 2008 provides for patients with certain medical conditions to legally have and grow medical marihuana. The Michigan Medical Marihuana Licensing Act of 2016 allows for more laws and greater ease in obtaining medical marihuana. The Michigan Medical Marihuana Act ("MMA") allows qualifying patients with a state registry identification card to possess up to 2.5 ounces of marihuana plus up to 12 plants if the patient does not have a caregiver. A "registered caregiver" can possess up to 12 plants for each patient, and may have six patients in total.

In 2018, the Michigan Regulation and Taxation of Marihuana Act ("MRTMA") created the law that allows the legal use and possession of recreational marihuana for persons over 21 years of age. Sec. 6 of the MRTMA states that a municipality may completely prohibit or limit the number of marihuana establishments within its borders.

Birmingham City Code, Chapter 26 – Businesses, Article XII – Marihuana Establishments Prohibited at Sec. 26-500 states:

"Marihuana establishments as defined in Section 3 of the Michigan Regulation and Taxation of Marihuana Act, and as it may hereafter be amended from time to time,

are completely prohibited within the city limits of the City of Birmingham, as provided for in Section 6 of the Act.”

The City of Birmingham, in fact, did pass a law which completely prohibited marihuana establishments. Through MRTMA it is legal for a municipality to choose this opt out approach as the City of Birmingham did when it passed an ordinance prohibiting the sale of marihuana. Through MRTMA, however, citizens may petition to initiate an ordinance that allows marihuana establishments with the opt in ballot initiative regardless of the opt out approach. Citizens can control the language and may draft ordinances, proposals, and place it on a ballot which may be passed by the voters.

If a city opts in by passing an ordinance, it may regulate both marihuana facilities and marihuana establishments through a regulatory ordinance alone or through a zoning ordinance amendment. A regulatory ordinance can regulate the number of establishments permitted, the type of establishments permitted, where establishments are permitted and the process for allocating limited number of licenses. With the allocation of medical marihuana facility licenses, the statute does not define the licensing process. For medical marihuana facilities it can be first come, first serve, lottery, or a scoring system. With adult use recreational marihuana establishments, the City must use a competitive process (i.e., a scoring system), if the ordinance provides a numerical limitation on licenses. The benefits to a city opting in is that the city could have reasonable control over ordinance language and any amendments, as well as control over marihuana regulations within its borders. It would give a city time to process and adjust to changes on its own terms and regulations.

In 2018, Birmingham voters favored the proposal to legalize marihuana in Michigan, 7,296 to 4,721, according to unofficial results posted on the Oakland County Clerk’s website.

After much consideration, and considering the gravity of this particular issue, it is recommended that a ballot question be placed on the next General Election on November 7, 2023, asking the voters to decide if the City of Birmingham should amend City Code, Chapter 26 – Business, Article XII -Marihuana, and allow for the sale of marihuana in one (1) medical marihuana facility and one (1) recreational marihuana establishment, and to pass an ordinance which would provide for standards and procedures to license and regulate such facilities and establishments, and to provide for the imposition of license application fees, to provide penalties, and to impose conditions for the operation of such a facility and establishment.

LEGAL REVIEW:

The City Attorney’s office has prepared and is proposing the attached ordinance which would be associated with the ballot question posed to the City of Birmingham voters. The City Attorney’s office is recommending this course of action to allow the voters of the City of Birmingham to determine whether the City Code Chapter 26, Article XII should be amended to allow and regulate the sale of one (1) medical marihuana facility and one (1) medical recreational establishment in the City of Birmingham.

FISCAL IMPACT:

The City of Birmingham would potentially receive \$5,000.00 per application for licensing for one (1) medical marihuana facility and/or one (1) recreational marihuana establishment which is allowable pursuant to state law. License renewal fees and taxes may be captured by the City of

Birmingham, as well as other state dollars that may be distributed to the City of Birmingham for allowing license facilities within the City's jurisdiction.

SUSTAINABILITY:

Applications for licensing will be reviewed and considered for sustainability.

PUBLIC COMMUNICATIONS:

The public has received notice of this issue via a published agenda and agenda packet. The proposed ordinance associated with this ballot question will be available on the City's website, as well as hard copies which can be obtained in the City Clerk's office for review prior to the election so that the City voters are well informed.

SUMMARY:

The City Attorney's office and City Manager are recommending to the City Commission that it directs the City Attorney to provide proposed ballot language to the City Clerk so that she may submit the ballot question over to the Oakland County Elections Division by the appropriate date and time, so that the ballot question may appear before the Birmingham City voters at the next General Election on November 7, 2023. The ballot question would ask voters whether there should be an ordinance amendment to Part II. of the Birmingham City Code, Chapter 26, Article XII. allowing for the sale of marihuana by allowing one (1) medical marihuana facility and one (1) recreational marihuana establishment to operate in the City pursuant to the Medical Marihuana Facilities Licensing Act and the Michigan Regulation and Taxation of Marihuana Act, and to provide for standards and procedures for licenses to regulate such facilities and establishments; to provide for the imposition of license application fees; to provide penalties; and to impose conditions for the operation of such facilities and establishments.

ATTACHMENTS:

1. Resolution
2. Proposed ballot question
3. Proposed draft marihuana ordinance
4. Proposed clean marihuana ordinance

SUGGESTED COMMISSION ACTION:

Make a motion adopting the attached resolution.

ATTACHMENT 1

BIRMINGHAM CITY COMMISSION

REGULAR MEETING

JULY 24, 2023

RESOLUTION # _____

At a regular meeting of the City Commission of the City of Birmingham, Oakland County, Michigan, held on July 24, 2023, at City Hall, 151 Martin Street, Birmingham, MI, 48009.

MOTION: Motioned by _____, seconded by _____

WHEREAS, the City Commission has reviewed the laws of the State of Michigan regarding the Michigan Regulation and Taxation of Marihuana Act, and the Medical Marihuana Facilities Licensing Act at multiple City Commission meetings; and

WHEREAS, the City of Birmingham has evaluated the advantages and disadvantages of passing an ordinance regarding the regulation and the sale of marihuana within its City's borders; and

WHEREAS, the City Commission is aware that Birmingham voters voted in favor of the state-wide proposal to legalize the possession, sale, and use of recreational marihuana in 2018; and

WHEREAS, the City Commission has determined that the City's registered voters ought to decide whether to amend the Birmingham City ordinance which prohibits the sale of recreational marihuana within the City of Birmingham; and

WHEREAS, a proposed amendment to Part II. of the City Code, Chapter 26, Article XII. would create regulations and allow one (1) medical marihuana facility and one (1) recreational marihuana establishment to operate in the City of Birmingham.

NOW, THEREFORE, let it be resolved that the City Commission has determined that the following ballot question shall appear on the ballot of the next regular election as follows:

Ordinance Amending Prohibition of Marihuana Sales

Shall the Birmingham City Code ordinance, Chapter 26 – Businesses, Article XII, which currently prohibits the sale of marihuana in the City of Birmingham, be amended to authorize and allow one (1) medical marihuana facility and one (1) marihuana recreational establishment to operate in the City of Birmingham?

YES or NO.

IT IS FURTHER RESOLVED that the City Commission is directing the City Clerk to transmit a copy of the proposed ballot question to the Oakland County Elections Division.

IT IS FURTHER RESOLVED the Birmingham City Clerk is directed to give notice of election and notice of the proposed ordinance in a manner prescribed by law and to do all things and to provide all requirements necessary to submit the ballot question to a vote of the electors as required by law.

IT IS FURTHER RESOLVED the proposed amended ordinance will be published together with the ballot question on the Birmingham City website and hard copies will be provided at the City Clerk's office for anyone to obtain a copy to read, understand, and inspect.

Passed, adopted and approved this _____ day of _____, 2023.

AYES: _____

NAYS: _____

PRESENT: _____

ABSENT: _____

CERTIFICATION

I, Alexandria D. Bingham, being the duly appointed and qualified Clerk of the City of Birmingham, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of Resolution, the original of which is on file in my office, adopted by the City of Birmingham Commission at a regular meeting held on July 24, 2023.

Alexandria D. Bingham, City Clerk

and

Therese Longe, Mayor

ATTACHMENT 2

BALLOT QUESTION

Ordinance Amending Prohibition of Marihuana Sales

Shall the Birmingham City Code ordinance, Chapter 26 – Businesses, Article XII, which currently prohibits the sale of marihuana in the City of Birmingham, be amended to authorize and allow one (1) medical marihuana facility and one (1) marihuana recreational establishment to operate in the City of Birmingham?

YES or NO.

ATTACHMENT 3

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 26 – BUSINESSES, ARTICLE XII – MARIHUANA ESTABLISHMENTS PROHIBITED

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 26. Businesses, Article XII. – Marihuana Establishments Prohibited, shall be amended to establish and regulate marihuana businesses, and shall read as follows:

~~ARTICLE XII. MARIHUANA ESTABLISHMENTS PROHIBITED~~

~~Sec. 26-500. Marihuana establishments prohibited.~~

~~Marihuana establishments as defined in Section 3 of the Michigan Regulation and Taxation of Marihuana Act, and as it may hereafter be amended from time to time, are completely prohibited within the city limits of the City of Birmingham, as provided for in Section 6 of the Act.~~

ARTICLE XII. MEDICAL FACILITY AND ADULT-USE MARIHUANA ESTABLISHMENTS

Sec. 26-500. Marihuana Regulations.

This Chapter is created to regulate the sale of marihuana in the City of Birmingham; to allow certain medical marihuana facilities and marihuana establishments to operate in the City pursuant to the Medical Marihuana Facilities Licensing Act and Michigan Regulation and Taxation of Marihuana Act; to provide for standards and procedures to license and regulate such facilities and establishments; to provide for the imposition of license application fees; to provide penalties; and to impose conditions for the operation of such facilities and establishments.

Sec. 26-501. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

***Applicant.* A person who applies for a license to operate a medical marihuana provisioning center or marihuana retailer under this Chapter.**

City. The City of Birmingham.

Clerk. The Clerk of the City of Birmingham.

Commission. The City Commission of the City of Birmingham.

Cultivate means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.

Department means the Michigan Department of Licensing and Regulatory Affairs.

Licensee means a person holding a state license and/ or a person who receives a license to operate a medical marihuana facility or marihuana establishment under this Chapter.

Marihuana. As defined in the Medical Marihuana Facilities Licensing Act (“MMFLA”) and the Michigan Regulation and Taxation of Marihuana Act (“MRTMA”).

Marihuana Accessories. Any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marihuana into the human body.

Marihuana Establishment. A marihuana retailer as defined under the MRTMA and this Chapter.

Marihuana Grower. A person licensed under the MRTMA to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.

Marihuana Retailer. A person licensed under the MRTMA to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.

Medical Marihuana Facility. A medical marihuana provisioning center as defined under the Medical Marihuana Facilities Licensing Act (“MMFLA”) and this Chapter.

MMFLA. The Medical Marihuana Facilities Licensing Act, Act 281 of 2016, M.C.L.A. §§ 333.27101 et seq.

MRTMA. The Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, M.C.L.A. §§ 333.27951 et seq.

Park. An area of land dedicated for public use and accepted by the City, with or without facilities for rest and recreation.

Person means an individual, corporation, limited liability company, partnership of any type, trust, or other legal entity.

Process or processing means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.

Provisioning center means a licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a registered primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the Michigan Medical Marihuana Act is not a provisioning center for purposes of this ordinance.

Religious institution means a building housing an organization founded on an established religion, such as a church, synagogue, mosque, temple, or other house of worship.

School. A public or private school offering education to students enrolled in kindergarten, or one or more grades of one through 12.

Special Land Use Permit. A permit that can be issued by the City Commission which can approve with conditions all requests for permission to carry on special land uses where such uses are permitted in the Birmingham City Zoning Ordinance at Chapter 126.

Stakeholder. The officers, directors, and managerial employees of an applicant and any persons who hold any direct or indirect ownership interest in the applicant.

State license means a license issued by the department that allows a person to operate a marihuana establishment.

Unreasonably impracticable means that the measures necessary to comply with the rules or ordinances adopted pursuant to this Article subject licensees to unreasonable risk or require such a high investment of money, time, or any other resource or asset that a reasonably prudent businessperson would not operate the marihuana establishment.

Sec. 26-502. Prohibitions.

(A) Notwithstanding anything in this Chapter, no person shall operate a medical marihuana facility and/or marihuana establishment within a 1,000 foot radius of any parcel upon which is located any existing school, religious institution, park or playground, City-owned recreational facility, nor in any other area except for those parcels identified on Exhibit 1.

(B) No person shall operate a medical marihuana facility or a marihuana establishment in the City without first obtaining any relevant Michigan state license required by the MMFLA or MRTMA and a license from the City in accordance with the provisions of this Chapter. A separate state and city license is required for each medical marihuana facility or marihuana establishment.

(C) No person shall consume or use in any fashion marihuana in a public place within the boundaries of the City of Birmingham, nor in any violation of state law of the MRTMA and MMFLA.

Sec. 26-503. Medical Marihuana Provisioning Centers and Marihuana Retailers.

(A) Pursuant to section 205(1) of the MMFLA and section 6 of the MRTMA, the City authorizes one license for a medical marihuana provisioning center and one license for a marihuana retailer.

(B) Except as otherwise provided in this Article, the City shall not permit or authorize the operation of any other type of marihuana establishment or medical marihuana facility.

(C) This Article shall not be interpreted to allow the operation of marihuana establishments and medical marihuana facilities at more than two locations in the City at the same time in the areas identified on Exhibit 1.

Sec. 26-504. License Applications.

(A) Any person seeking to operate a medical marihuana provisioning center or marihuana retailer shall file a license application with the City Clerk upon a form provided by the City. The application shall include the following information:

- (1) The full name, date of birth, physical address, email address, and telephone number of the applicant in the case of an individual, or, in the case of an entity, all stakeholders thereof;**
- (2) If the applicant is an entity, the entity's articles of incorporation or organizational documents;**
- (3) If the applicant is an entity, the entity's employer identification number;**
- (4) If the applicant is an entity, the entity's operating agreement or bylaws;**
- (5) A proposed marketing, advertising, and business promotion plan for the proposed medical marihuana provisioning center or marihuana retailer;**
- (6) A description of planned tangible capital investment in the City;**
- (7) An explanation of the economic benefits to the City and job creation to be achieved, including the number and type of jobs the medical marihuana provisioning center or marihuana retailer is expected to create, the amount and type of compensation expected to be paid for**

such jobs, and the projected annual budget and revenue of the medical marihuana provisioning center or marihuana retailer;

- (8) A description of the financial structure and financing for the proposed medical marihuana provisioning center or marihuana retailer;**
- (9) Short-term and long-term business goals and objectives for the proposed medical marihuana provisioning center or marihuana retailer;**
- (10) A criminal background report of the applicant's criminal history. This includes all individuals, and for a commercial entity, its resident agent, and all officers. Such reports shall be obtained by the applicant through the Internet Criminal History Access Tool (ICHAT) for applicants residing in Michigan and/or through another state sponsored or authorized criminal history access source for applicants who reside in other states or have resided in other states within five years prior to the date of the application. The applicant is responsible for all charges incurred in requesting and receiving the criminal history report and the report must be dated within 30 days of the date of the application;**
- (11) A description of proposed community outreach and education strategies for the knowledge of substances use and substances abuse;**
- (12) A description of proposed charitable plans to enhance the City whether through financial donations or volunteer work;**
- (13) A description of the security plan for the proposed medical marihuana provisioning center or marihuana retailer that is consistent with the requirements of the Michigan Department of Licensing;**
- (14) A floor plan of the proposed medical marihuana provisioning center or marihuana retailer and a site plan of the proposed medical marihuana provisioning center or medical marihuana retailer that complies with the site plan review process of the Zoning Ordinance at Chapter 126 and incorporates sustainable elements in their plan ;**
- (15) A scale diagram illustrating the property upon which the proposed medical marihuana provisioning center or marihuana retailer is to be operated, including all available onsite parking spaces, and specifying which parking spaces are handicapped-accessible;**
- (16) A depiction of any proposed text, graphic materials and all signage to be shown on the exterior of the proposed medical marihuana provisioning center or marihuana retailer;**

- (17) An affidavit that neither the applicant nor any stakeholder of the applicant is in default to the City for any fees or taxes;**
- (18) Proof of premises liability and casualty insurance consistent with the requirements of the Department; and,**
- (19) A location area map that identifies the relative locations of, and distances from, the nearest schools, religious institutions, parks or playgrounds and City-owned recreational facilities, computed by measuring a straight line from the nearest property line of the parcel used for the purposes stated in this subsection to the nearest property line of the parcel to be used as a medical marihuana provisioning center or marihuana retailer.**

Sec. 26-505. Application Fee.

An application for a license shall be accompanied by an application fee to help defray administrative and enforcement costs to the City associated with the operation of the medical marihuana provisioning center or marihuana retailer, which shall be set by resolution from time to time of the Commission, but shall not exceed \$5,000 per application.

Sec. 26. 506. Application Review.

(A) After the effective date of this Article, the City Clerk shall begin accepting applications for a medical marihuana provisioning center and a marihuana retailer after 45 days. The City Clerk will set a 30-day application period during which applicants may apply for one license to operate a medical marihuana provisioning center or one marihuana retailer and advertise the 30 day period on the City website.

(B) The City Clerk shall review each application to ensure that it is complete, that the information required by this Chapter has been submitted, and that the application fee has been paid. The City Clerk may reject any application that is not complete and may deny an application for failure to pay the application fee.

(C) Upon receipt of a completed application meeting the requirements of this Chapter and the appropriate license application fee, the City Clerk shall refer a copy of the application to each of the following for their approval: the City Police Department, the City Fire Department, the City Building Department, the City Planner, and the City Treasurer.

(D) No application shall be approved unless:

- (1) The City Police Department, the City Fire Department, and the City Building Department have inspected the proposed location for compliance with all laws for which they are**

charged with enforcement and for compliance with the requirements of this Chapter;

- (2) The City Planner has confirmed that the proposed location complies with the Birmingham Zoning Ordinance and this Chapter;
- (3) The City Treasurer has confirmed that the applicant and each stakeholder of the applicant are not in default to the City.
- (4) That the requirements for site plan approval and potential approval of a Special Land Use Permit comports with Chapter 126 of the Zoning Ordinance Section 7.33 thru 7.37.

(E) The City Manager, or his/her designee, shall assess, evaluate, score and rank all applications for licenses to operate a medical marihuana provisioning center or marihuana retailer submitted during the 30 day application period set forth in this Chapter.

(F) In its application assessment, evaluation, scoring, ranking, and deliberations related to licenses to operate a medical marihuana provisioning center or a marihuana retailer, the City Manager, or his/her designee, shall assess, evaluate, score, and rank each application based upon a scoring and ranking procedure developed by the City staff consistent with the requirements, conditions, and provisions of this Chapter in each of the following categories:

- (1) Whether the proposed medical marihuana provisioning center or marihuana retailer will be consistent with land use for the required zoning in the surrounding neighborhood and not have a detrimental effect on traffic patterns and resident safety. The maximum number of scoring points in this category shall be ten (10) points;
- (2) Planned community outreach and education strategies for the knowledge of and abuse of substances on behalf of the proposed medical marihuana provisioning center or marihuana retailer shall be ten (10) points;
- (3) Whether the applicant or its stakeholders have made, or plan to make, significant physical improvements with an effort to incorporate sustainable elements into the building housing the medical marihuana provisioning center or marihuana retailer, including plans to eliminate or minimize traffic, noise, and odor effects on the surrounding neighborhood. The maximum number of scoring points in this category shall be ten (10) points;
- (4) Whether the applicant has reasonably and tangibly demonstrated it possesses sufficient financial resources to fund, and the requisite business experience to execute, the submitted business plan and other plans required by this Chapter. The maximum number of scoring points in this category shall be ten (10) points;
- (5) Whether the applicant has applied for and proposes to co-locate a medical marihuana provisioning center and marihuana retailer. The

maximum number of scoring points in this category shall be ten (10) points;

- (6) Whether adequate off-street parking is provided by the applicant consistent with zoning ordinance requirements. The maximum number of scoring points in this category shall be ten (10) points;
- (7) Whether the proposed facility will have a detrimental impact on children and areas where children congregate in the City or surrounding region, as judged by the proximity of the proposed medical marijuana provisioning center or marijuana retailer to other structures or properties, including any parcel upon which is located an existing school, religious institution, park, playground, or City-owned recreational facility. The maximum number of scoring points in this category shall be ten (10) points, with the maximum points being awarded if the proposed medical marijuana provisioning center or marijuana retailer will be located more than 50% further than the applicable distances provided in Sec. 26-502(A);
- (8) Whether the applicant has demonstrated an economic commitment to the City by a proposal to create no less than five full-time jobs and proposes a living wage to all employees. The maximum number of scoring points in this category shall be ten (10) points and shall be awarded based upon the number of jobs proposed and the pay structure proposed by the applicant;
- (9) A description of proposed charitable plans to enhance the City, whether through financial donations or volunteer work. The maximum number of scoring points in this category shall be ten (10) points;
- (10) Whether the applicant establishment has certifications recognized by: Global Food Safety Initiative (GFSI); Safe Quality Food Program Certification (SQF); Good Manufacturing Practice (GMP); International Organization for Standardization (ISO) 9000; or purchases and/or offers for sale products tested by a lab that has ISO 17025 certification. The maximum number of scoring points in this category shall be ten (10) points.

(G) Overall scoring and ranking shall be conducted and applied by the City Manager, or his/her designee, on the basis of assigned points from zero points to One Hundred (100) points with the lowest overall total score as zero (0) points and the highest possible total score being One Hundred (100) points.

(H) The City Manager, or his/her designee, shall select an applicant(s) with the highest scores to be eligible to receive a license to operate one (1) medical marijuana provisioning center and/or one (1) recreational marijuana retailer, upon approval of a special land use permit (SLUP) by the City Commission. In the event of an evaluation scoring tie that causes there to be more than two applicants who achieve scores sufficient to qualify for a license, the scoring-tied applicants will be entered into a random draw. Those applications randomly selected shall be eligible to receive a license to operate a medical marijuana provisioning center or a marijuana

retailer, as applicable. In the event that the number of medical marijuana provisioning center and/or marijuana retailer licenses initially awarded is less than one of each of the two licenses authorized under this Chapter or subsequently falls below licenses authorized under this Chapter, the City Manager, or his/her designee, shall not be required to score applicants. Instead, the City Manager, or his/her designee, shall evaluate applications in the order that they are submitted and shall select applicants to potentially receive licenses for medical marijuana provisioning centers and/or recreational marijuana retailers to an applicant who submits a complete application, receives the approvals required in this Chapter, receives the approval of a Special Land Use Permit (SLUP) by the City Commission and otherwise meets the requirements of this Chapter. However, in no event shall the number of medical marijuana provisioning centers or marijuana retailer licenses exceed one (1) per type under this Chapter.

(I) Nothing in this Chapter is intended to confer a property or other right, duty, privilege or interest in a license of any kind or nature whatsoever including, but not limited to, any claim of entitlement.

Sec. 26-507. License Requirements.

A medical marijuana provisioning center or marijuana retailer license issued under this Chapter shall be subject to the following conditions:

(A) Compliance with the requirements of this Chapter, other applicable City ordinances and codes, and applicable state laws;

(B) For a medical marijuana provisioning center, compliance with the provisions of the MMFLA and any rules promulgated thereunder;

(C) For a marijuana retailer, compliance with the provisions of the MRTMA and any rules promulgated thereunder;

(D) Medical marijuana provisioning centers and marijuana retailers shall not operate and be open to the public before 9:00 a.m. or after 9:00 p.m. daily;

(E) Signs displayed on the exterior and interior of any medical marijuana provisioning center or marijuana retailer shall conform to City ordinance requirements. No signs shall contain the words "marijuana," "marijuana," or "cannabis," nor shall any sign contain marijuana leaves, or green crosses;

(F) Operation of a marijuana facility or marijuana establishment shall not cause or create, directly or indirectly, any noise, dust, vibration, glare, fumes, or odors constituting a nuisance and which are detectable to normal human senses beyond the boundaries of the property on which the marijuana facility or marijuana establishment is operated.

(G) A license that is issued under this Chapter shall be posted at all times inside the medical marihuana provisioning center or marihuana retailer in a conspicuous location near the entrance.

(H) All medical marihuana or marihuana operations, or any type of license must apply for and receive a Special Land Use Permit **from the Birmingham City Commission**, and must comply with all regulations set forth in this ordinance and the requirements for site plan approval and potential approval of a Special Land Use Permit which comports with Chapter 126 of the Zoning Ordinance Section 7.33 thru 7.37.

Sec. 26-508. Transfer of Licenses.

Licensees may transfer a license issued under this Chapter to a different location in the marihuana zoning area upon receiving written approval from the City Manager, or his/her designee, and the Department pursuant to the MMFLA or MRTMA and rules promulgated by the Department. In order to request municipal approval to transfer a license location, the licensee must make a written request to the City Manager, or his/her designee, indicating the current location of the medical marihuana provisioning center or marihuana retailer and the proposed new location. Upon receiving the written request, the City Manager, or his/her designee, shall refer a copy of the written request to the City Police Department, the City Fire Department, the Building Official, and the City Planner. No license transfer shall be approved unless each such department or entity gives written approval that the proposed license location meets the standards identified in this Chapter and the City Commission approves the transfer by a majority vote.

Sec. 26-509. Annual License Renewal.

Once a license is issued under this division, the license holder must go through the license renewal process set forth in this section and is subject to the renewal standards set forth in Sec. 26-510. A review of compliance with the contract and Special Land Use Permit shall also be included.

(A) Application for an annual license renewal shall be made in writing to the City Clerk at least sixty (60) days prior to the expiration of an existing license.

(B) An application for a license renewal required by this Chapter shall be made under oath on forms provided by the City Clerk, and shall contain all of the information required in an initial application.

(C) An application for a license renewal shall be accompanied by a renewal fee to help defray administrative and enforcement costs associated with the operation of the medical marihuana provisioning center or marihuana retailer, which shall be set by resolution of the Commission, but shall not exceed \$5,000.

(D) Upon receipt of a completed application for a license renewal meeting the requirements of this Chapter and the license renewal fee, the City Clerk shall refer a

copy of the renewal application to the City Police Department, the City Fire Department, the Building Official, and the City Planner.

(E) No application for a license renewal shall be approved unless:

- (1) The City Police Department, the City Fire Department and the City Building Department or another relevant department have, within the past calendar year, inspected the location for compliance with all state and local building, electrical, fire, mechanical and plumbing requirements;**
- (2) The City Planner or another relevant department has confirmed that the location complied with the Birmingham Zoning Ordinance at the time the license was granted;**
- (3) The licensee possesses the necessary state licenses or approvals, including those issued pursuant to the MMFLA or MRTMA;**
- (4) The licensee has operated the medical marihuana provisioning center or marihuana retailer in accordance with the conditions and requirements of this Chapter; and**
- (5) The licensee is operating the medical marihuana provisioning center or marihuana retailer in accordance with MMFLA or MRTMA.**

(F) If written approval of the renewal is given by each department or entity identified in this Article, the City Commission may approve the annual license renewal.

Sec. 26-510. Standards.

(A) The City Commission may object to renewal of a license for medical marihuana provisioning centers or medical retailers for one or more of the following reasons:

- (1) Licensee's failure to comply with all applicable City and state laws concerning health, safety, moral conduct or public welfare.**
- (2) Licensee's repeated violations of state marihuana laws.**
- (3) Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including but not limited to any of the following:**
 - (i) Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes;**
 - (ii) A pattern of patron conduct in the neighborhood of the licensed premises which is in violation of the law and/or disturbs the peace, order, and tranquility of the neighborhood;**

- (iii) Failure to maintain the grounds and exterior of the licensed premises, including litter, debris, or refuse blowing or being deposited upon adjoining premises;
 - (iv) Entertainment on the licensed premises without a license and/or entertainment which disturbs the peace, order and tranquility in the neighborhood of the licensed premises;
 - (v) Any advertising, promotion or activity in connection with the licensed premises which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinances or laws, or contributes to the disruption of normal activity of those in the neighborhood of the licensed premises;
 - (vi) Numerous police contacts with the licensed premises or the patrons of the premises;
 - (vii) Failure to adequately staff and control the premises; and,
 - (viii) The conditions or practices of the business present immediate health and safety issues.
- (4) Licensee's failure to permit the inspection of the licensed premises by the City's agents or employees in connection with the enforcement of the City Code.
 - (5) Licensee's failure to comply with the terms of its marihuana retailer license or any conditions imposed by the City Commission at the time of issuance or transfer of the license.
 - (6) Licensee's failure to comply with all standards and plans established and approved by the City Commission at the time of original approval or transfer of the license.
 - (7) Licensee's failure to timely pay its taxes or other monies due the City.

(B) In addition to any other reasons set forth in this Chapter, the City may refuse to issue a license or grant renewal of the license or suspend or revoke the license for any of the following reasons:

- (1) A material violation of any provision of this Chapter, Chapter 126, Zoning, or the licensee's SLUP and contract.
- (2) Any conviction of a disqualifying felony by the licensee or any stakeholder of the licensee that would disqualify that person from obtaining a state license under the MMFLA or MRTMA.

- (3) Failure of the licensee to obtain or maintain a license from the state pursuant to section 14 of the MMFLA or MRTMA.**

(C) Following its review of this material, the City Commission may adopt a resolution to establish a public hearing date to consider objecting to the renewal of a license for the operation of a medical marihuana provisioning center or a marihuana retailer. If such action is taken by the City Commission, its resolution shall:

- (1) State the reasons why the City Commission is considering action which would result in the City objecting to the license of the MMFLA or MRTMA.**
- (2) State the date, time and place for the public hearing when the City Commission will consider taking action to object to the renewal of the license.**
- (3) Direct the City staff to inform the licensee in writing that they may submit any written material for consideration by the City Commission prior to the public hearing or at the hearing.**
- (4) State that the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.**
- (5) Direct the licensee shall be served notice by First Class U.S. Mail at least ten (10) days prior to the hearing with a written notice of the hearing.**
- (6) State that the City Commission shall hold a hearing scheduled with the licensee present. The City Commission may consider the investigation and other materials prepared by the administration pursuant to Sec. 26-509.**
- (7) State that the City Commission may also hear from members of the staff, other governmental agencies or the public, and licensee shall be afforded an opportunity to question those present or give information to the City Commission.**
- (8) State that the public shall be afforded a reasonable opportunity to comment upon the issues before the City Commission.**
- (9) State that the Following the hearing, the City Commission shall make a written resolution as to its findings and determinations, and shall, by First Class U.S. mail forward a copy of the same to the licensee and the State Department of Licensing and Regulatory Affairs.**

(D) If the City Commission determines that a recommendation of non-renewal or a request for revocation is to be filed with the State, it shall forward the following documents to the Department:

- (1) A certified copy of the Notice of Hearing sent to the licensee.**
- (2) A certified copy of the resolution adopted by the City Commission objecting to the renewal of the license or requesting that the license be revoked, and if there is a separate Statement of Findings, a certified copy of the Statement of Findings shall be included.**

(3) A copy of this Chapter, including the date of the adoption of the ordinance from which this Chapter was derived and the state of publication of such ordinance.

(4) Proof of Service demonstrating that the notice was sent to the licensee.

Sec. 26-511. Penalty.

Any person who violates this Chapter shall be responsible for a municipal civil infraction as defined in Chapter 1, Sec. 1-9. – General Penalty, and the maximum fine of Five Hundred Dollars (\$500.00).

All other Articles of Chapter 26. –BUSINESSES, shall remain unaffected.

Ordained this _____ day of _____, 2023. Effective upon publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

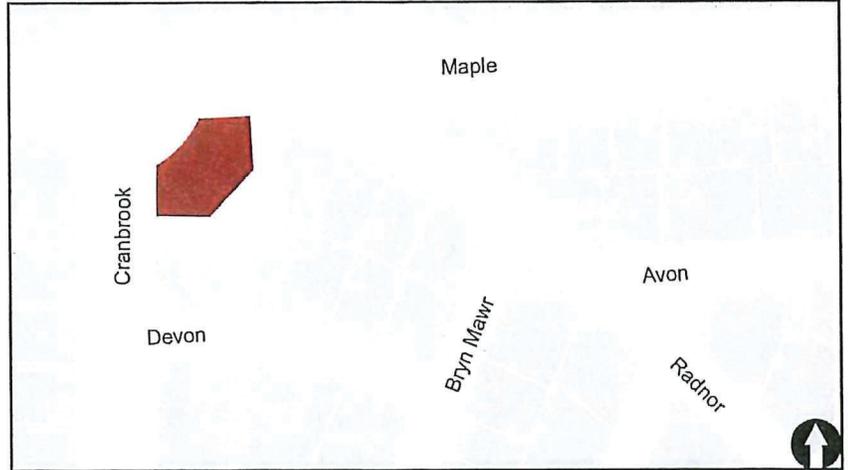
I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____ and that a summary was published _____, 2023.

Alexandria D. Bingham, City Clerk

EXHIBIT 1

City of Birmingham Marihuana Licensing

 Marihuana



ATTACHMENT 4

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 26 – BUSINESSES, ARTICLE XII – MARIHUANA ESTABLISHMENTS PROHIBITED

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 26. Businesses, Article XII. – Marihuana Establishments Prohibited, shall be amended to establish and regulate marihuana businesses, and shall read as follows:

~~ARTICLE XII. MARIHUANA ESTABLISHMENTS PROHIBITED~~

~~Sec. 26-500. Marihuana establishments prohibited.~~

~~Marihuana establishments as defined in Section 3 of the Michigan Regulation and Taxation of Marihuana Act, and as it may hereafter be amended from time to time, are completely prohibited within the city limits of the City of Birmingham, as provided for in Section 6 of the Act.~~

ARTICLE XII. MEDICAL FACILITY AND ADULT-USE MARIHUANA ESTABLISHMENTS

Sec. 26-500. Marihuana Regulations.

This Chapter is created to regulate the sale of marihuana in the City of Birmingham; to allow certain medical marihuana facilities and marihuana establishments to operate in the City pursuant to the Medical Marihuana Facilities Licensing Act and Michigan Regulation and Taxation of Marihuana Act; to provide for standards and procedures to license and regulate such facilities and establishments; to provide for the imposition of license application fees; to provide penalties; and to impose conditions for the operation of such facilities and establishments.

Sec. 26-501. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

***Applicant.* A person who applies for a license to operate a medical marihuana provisioning center or marihuana retailer under this Chapter.**

City. The City of Birmingham.

Clerk. The Clerk of the City of Birmingham.

Commission. The City Commission of the City of Birmingham.

Cultivate means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.

Department means the Michigan Department of Licensing and Regulatory Affairs.

Licensee means a person holding a state license and/ or a person who receives a license to operate a medical marihuana facility or marihuana establishment under this Chapter.

Marihuana. As defined in the Medical Marihuana Facilities Licensing Act ("MMFLA") and the Michigan Regulation and Taxation of Marihuana Act ("MRTMA").

Marihuana Accessories. Any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marihuana into the human body.

Marihuana Establishment. A marihuana retailer as defined under the MRTMA and this Chapter.

Marihuana Grower. A person licensed under the MRTMA to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.

Marihuana Retailer. A person licensed under the MRTMA to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.

Medical Marihuana Facility. A medical marihuana provisioning center as defined under the Medical Marihuana Facilities Licensing Act ("MMFLA") and this Chapter.

MMFLA. The Medical Marihuana Facilities Licensing Act, Act 281 of 2016, M.C.L.A. §§ 333.27101 et seq.

MRTMA. The Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, M.C.L.A. §§ 333.27951 et seq.

Park. An area of land dedicated for public use and accepted by the City, with or without facilities for rest and recreation.

Person means an individual, corporation, limited liability company, partnership of any type, trust, or other legal entity.

Process or processing means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.

Provisioning center means a licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a registered primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the Michigan Medical Marihuana Act is not a provisioning center for purposes of this act.

Religious institution means a building housing an organization founded on an established religion, such as a church, synagogue, mosque, temple, or other house of worship.

School. A public or private school offering education to students enrolled in kindergarten, or one or more grades of one through 12.

Special Land Use Permit. A permit that can be issued by the City Commission which can approve with conditions all requests for permission to carry on special land uses where such uses are permitted in the Birmingham City Zoning Ordinance at Chapter 126.

Stakeholder. The officers, directors, and managerial employees of an applicant and any persons who hold any direct or indirect ownership interest in the applicant.

State license means a license issued by the department that allows a person to operate a marihuana establishment.

Unreasonably impracticable means that the measures necessary to comply with the rules or ordinances adopted pursuant to this Article subject licensees to unreasonable risk or require such a high investment of money, time, or any other resource or asset that a reasonably prudent businessperson would not operate the marihuana establishment.

Sec. 26-502. Prohibitions.

(A) Notwithstanding anything in this Chapter, no person shall operate a medical marihuana facility and/or marihuana establishment within a 1,000 foot radius of any parcel upon which is located any existing school, religious institution, park or playground, City-owned recreational facility, nor in any other area except for those parcels identified on Exhibit 1.

(B) No person shall operate a medical marihuana facility or a marihuana establishment in the City without first obtaining any relevant Michigan state license required by the MMFLA or MRTMA and a license from the City in accordance with the provisions of this Chapter. A separate state and city license is required for each medical marihuana facility or marihuana establishment.

(C) No person shall consume or use in any fashion marihuana in a public place within the boundaries of the City of Birmingham, nor in any violation of state law of the MRTMA and MMFLA.

Sec. 26-503. Medical Marihuana Provisioning Centers and Marihuana Retailers.

(A) Pursuant to section 205(1) of the MMFLA and section 6 of the MRTMA, the City authorizes one license for a medical marihuana provisioning center and one license for a marihuana retailer.

(B) Except as otherwise provided in this Article, the City shall not permit or authorize the operation of any other type of marihuana establishment or medical marihuana facility.

(C) This Article shall not be interpreted to allow the operation of marihuana establishments and medical marihuana facilities at more than two locations in the City at the same time in the areas identified on Exhibit 1.

Sec. 26-504. License Applications.

(A) Any person seeking to operate a medical marihuana provisioning center or marihuana retailer shall file a license application with the City Clerk upon a form provided by the City. The application shall include the following information:

- (1) The full name, date of birth, physical address, email address, and telephone number of the applicant in the case of an individual, or, in the case of an entity, all stakeholders thereof;**
- (2) If the applicant is an entity, the entity's articles of incorporation or organizational documents;**
- (3) If the applicant is an entity, the entity's employer identification number;**
- (4) If the applicant is an entity, the entity's operating agreement or bylaws;**
- (5) A proposed marketing, advertising, and business promotion plan for the proposed medical marihuana provisioning center or marihuana retailer;**
- (6) A description of planned tangible capital investment in the City;**
- (7) An explanation of the economic benefits to the City and job creation to be achieved, including the number and type of jobs the medical marihuana provisioning center or marihuana retailer is expected to create, the amount and type of compensation expected to be paid for**

such jobs, and the projected annual budget and revenue of the medical marihuana provisioning center or marihuana retailer;

- (8) A description of the financial structure and financing for the proposed medical marihuana provisioning center or marihuana retailer;**
- (9) Short-term and long-term business goals and objectives for the proposed medical marihuana provisioning center or marihuana retailer;**
- (10) A criminal background report of the applicant's criminal history. This includes all individuals, and for a commercial entity, its resident agent, and all officers. Such reports shall be obtained by the applicant through the Internet Criminal History Access Tool (ICHAT) for applicants residing in Michigan and/or through another state sponsored or authorized criminal history access source for applicants who reside in other states or have resided in other states within five years prior to the date of the application. The applicant is responsible for all charges incurred in requesting and receiving the criminal history report and the report must be dated within 30 days of the date of the application;**
- (11) A description of proposed community outreach and education strategies for the knowledge of substances use and substances abuse;**
- (12) A description of proposed charitable plans to enhance the City whether through financial donations or volunteer work;**
- (13) A description of the security plan for the proposed medical marihuana provisioning center or marihuana retailer that is consistent with the requirements of the Michigan Department of Licensing;**
- (14) A floor plan of the proposed medical marihuana provisioning center or marihuana retailer and a site plan of the proposed medical marihuana provisioning center or medical marihuana retailer that complies with the site plan review process of the Zoning Ordinance at Chapter 126 and incorporates sustainable elements in their plan ;**
- (15) A scale diagram illustrating the property upon which the proposed medical marihuana provisioning center or marihuana retailer is to be operated, including all available onsite parking spaces, and specifying which parking spaces are handicapped-accessible;**
- (16) A depiction of any proposed text, graphic materials and all signage to be shown on the exterior of the proposed medical marihuana provisioning center or marihuana retailer;**

- (17) An affidavit that neither the applicant nor any stakeholder of the applicant is in default to the City for any fees or taxes;**
- (18) Proof of premises liability and casualty insurance consistent with the requirements of the Department; and,**
- (19) A location area map that identifies the relative locations of, and distances from, the nearest schools, religious institutions, parks or playgrounds and City-owned recreational facilities, computed by measuring a straight line from the nearest property line of the parcel used for the purposes stated in this subsection to the nearest property line of the parcel to be used as a medical marihuana provisioning center or marihuana retailer.**

Sec. 26-505. Application Fee.

An application for a license shall be accompanied by an application fee to help defray administrative and enforcement costs to the City associated with the operation of the medical marihuana provisioning center or marihuana retailer, which shall be set by resolution from time to time of the Commission, but shall not exceed \$5,000 per application.

Sec. 26. 506. Application Review.

(A) After the effective date of this Article, the City Clerk shall begin accepting applications for a medical marihuana provisioning center and a marihuana retailer after 45 days. The City Clerk will set a 30-day application period during which applicants may apply for one license to operate a medical marihuana provisioning center or one marihuana retailer and advertise the 30 day period on the City website.

(B) The City Clerk shall review each application to ensure that it is complete, that the information required by this Chapter has been submitted, and that the application fee has been paid. The City Clerk may reject any application that is not complete and may deny an application for failure to pay the application fee.

(C) Upon receipt of a completed application meeting the requirements of this Chapter and the appropriate license application fee, the City Clerk shall refer a copy of the application to each of the following for their approval: the City Police Department, the City Fire Department, the City Building Department, the City Planner, and the City Treasurer.

(D) No application shall be approved unless:

- (1) The City Police Department, the City Fire Department, and the City Building Department have inspected the proposed location for compliance with all laws for which they are**

charged with enforcement and for compliance with the requirements of this Chapter;

- (2) The City Planner has confirmed that the proposed location complies with the Birmingham Zoning Ordinance and this Chapter;
- (3) The City Treasurer has confirmed that the applicant and each stakeholder of the applicant are not in default to the City.
- (4) That the requirements for site plan approval and potential approval of a Special Land Use Permit comports with Chapter 126 of the Zoning Ordinance Section 7.33 thru 7.37.

(E) The City Manager, or his/her designee, shall assess, evaluate, score and rank all applications for licenses to operate a medical marihuana provisioning center or marihuana retailer submitted during the 30 day application period set forth in this Chapter.

(F) In its application assessment, evaluation, scoring, ranking, and deliberations related to licenses to operate a medical marihuana provisioning center or a marihuana retailer, the City Manager, or his/her designee, shall assess, evaluate, score, and rank each application based upon a scoring and ranking procedure developed by the City staff consistent with the requirements, conditions, and provisions of this Chapter in each of the following categories:

- (1) Whether the proposed medical marihuana provisioning center or marihuana retailer will be consistent with land use for the required zoning in the surrounding neighborhood and not have a detrimental effect on traffic patterns and resident safety. The maximum number of scoring points in this category shall be ten (10) points;
- (2) Planned community outreach and education strategies for the knowledge of and abuse of substances on behalf of the proposed medical marihuana provisioning center or marihuana retailer shall be ten (10) points;
- (3) Whether the applicant or its stakeholders have made, or plan to make, significant physical improvements with an effort to incorporate sustainable elements into the building housing the medical marihuana provisioning center or marihuana retailer, including plans to eliminate or minimize traffic, noise, and odor effects on the surrounding neighborhood. The maximum number of scoring points in this category shall be ten (10) points;
- (4) Whether the applicant has reasonably and tangibly demonstrated it possesses sufficient financial resources to fund, and the requisite business experience to execute, the submitted business plan and other plans required by this Chapter. The maximum number of scoring points in this category shall be ten (10) points;
- (5) Whether the applicant has applied for and proposes to co-locate a medical marihuana provisioning center and marihuana retailer. The

maximum number of scoring points in this category shall be ten (10) points;

- (6) Whether adequate off-street parking is provided by the applicant consistent with zoning ordinance requirements. The maximum number of scoring points in this category shall be ten (10) points;
- (7) Whether the proposed facility will have a detrimental impact on children and areas where children congregate in the City or surrounding region, as judged by the proximity of the proposed medical marijuana provisioning center or marijuana retailer to other structures or properties, including any parcel upon which is located an existing school, religious institution, park, playground, or City-owned recreational facility. The maximum number of scoring points in this category shall be ten (10) points, with the maximum points being awarded if the proposed medical marijuana provisioning center or marijuana retailer will be located more than 50% further than the applicable distances provided in Sec. 26-502(A);
- (8) Whether the applicant has demonstrated an economic commitment to the City by a proposal to create no less than five full-time jobs and proposes a living wage to all employees. The maximum number of scoring points in this category shall be ten (10) points and shall be awarded based upon the number of jobs proposed and the pay structure proposed by the applicant;
- (9) A description of proposed charitable plans to enhance the City, whether through financial donations or volunteer work. The maximum number of scoring points in this category shall be ten (10) points;
- (10) Whether the applicant establishment has certifications recognized by: Global Food Safety Initiative (GFSI); Safe Quality Food Program Certification (SQF); Good Manufacturing Practice (GMP); International Organization for Standardization (ISO) 9000; or purchases and/or offers for sale products tested by a lab that has ISO 17025 certification. The maximum number of scoring points in this category shall be ten (10) points.

(G) Overall scoring and ranking shall be conducted and applied by the City Manager, or his/her designee, on the basis of assigned points from zero points to One Hundred (100) points with the lowest overall total score as zero (0) points and the highest possible total score being One Hundred (100) points.

(H) The City Manager, or his/her designee, shall award licenses to the highest scoring applicants for one (1) medical marijuana provisioning center and/or one (1) medical marijuana retailer. In the event of an evaluation scoring tie that causes there to be more than two applicants who achieve scores sufficient to qualify for a license, the scoring-tied applicants will be entered into a random draw. Those applications randomly selected shall be eligible to receive a license to operate a medical marijuana provisioning center or a marijuana retailer, as applicable. In the event that the number of medical marijuana provisioning center and/or marijuana retailer

licenses initially awarded is less than one of each of the two licenses authorized under this Chapter or subsequently falls below licenses authorized under this Chapter, the City Manager, or his/her designee, shall not be required to score applicants. Instead, the City Manager, or his/her designee, shall evaluate applications in the order that they are submitted and shall award licenses for medical marijuana provisioning centers and/or marijuana retailers to an applicant who submits a complete application, receives the approvals required in this Chapter, and otherwise meets the requirements of this Chapter. However, in no event shall the number of medical marijuana provisioning centers or marijuana retailer licenses exceed one (1) per type under this Chapter.

(I) Nothing in this Chapter is intended to confer a property or other right, duty, privilege or interest in a license of any kind or nature whatsoever including, but not limited to, any claim of entitlement.

Sec. 26-507. License Requirements.

A medical marijuana provisioning center or marijuana retailer license issued under this Chapter shall be subject to the following conditions:

(A) Compliance with the requirements of this Chapter, other applicable City ordinances and codes, and applicable state laws;

(B) For a medical marijuana provisioning center, compliance with the provisions of the MMFLA and any rules promulgated thereunder;

(C) For a marijuana retailer, compliance with the provisions of the MRTMA and any rules promulgated thereunder;

(D) Medical marijuana provisioning centers and marijuana retailers shall not operate and be open to the public before 9:00 a.m. or after 9:00 p.m. daily;

(E) Signs displayed on the exterior and interior of any medical marijuana provisioning center or marijuana retailer shall conform to City ordinance requirements. No signs shall contain the words "marijuana," "marijuana," or "cannabis," nor shall any sign contain marijuana leaves, or green crosses;

(F) Operation of a marijuana facility or marijuana establishment shall not cause or create, directly or indirectly, any noise, dust, vibration, glare, fumes, or odors constituting a nuisance and which are detectable to normal human senses beyond the boundaries of the property on which the marijuana facility or marijuana establishment is operated.

(G) A license that is issued under this Chapter shall be posted at all times inside the medical marijuana provisioning center or marijuana retailer in a conspicuous location near the entrance.

(H) All medical marihuana or marihuana operations, or any type of license must apply for and receive a Special Land Use Permit, and must comply with all regulations set forth in this ordinance and the requirements for site plan approval and potential approval of a Special Land Use Permit which comports with Chapter 126 of the Zoning Ordinance Section 7.33 thru 7.37.

Sec. 26-508. Transfer of Licenses.

Licensees may transfer a license issued under this Chapter to a different location in the marihuana zoning area upon receiving written approval from the City Manager, or his/her designee, and the Department pursuant to the MMFLA or MRTMA and rules promulgated by the Department. In order to request municipal approval to transfer a license location, the licensee must make a written request to the City Manager, or his/her designee, indicating the current location of the medical marihuana provisioning center or marihuana retailer and the proposed new location. Upon receiving the written request, the City Manager, or his/her designee, shall refer a copy of the written request to the City Police Department, the City Fire Department, the Building Official, and the City Planner. No license transfer shall be approved unless each such department or entity gives written approval that the proposed license location meets the standards identified in this Chapter and the City Commission approves the transfer by a majority vote.

Sec. 26-509. Annual License Renewal.

Once a license is issued under this division, the license holder must go through the license renewal process set forth in this section and is subject to the renewal standards set forth in Sec. 26-510. A review of compliance with the contract and Special Land Use Permit shall also be included.

(A) Application for an annual license renewal shall be made in writing to the City Clerk at least sixty (60) days prior to the expiration of an existing license.

(B) An application for a license renewal required by this Chapter shall be made under oath on forms provided by the City Clerk, and shall contain all of the information required in an initial application.

(C) An application for a license renewal shall be accompanied by a renewal fee to help defray administrative and enforcement costs associated with the operation of the medical marihuana provisioning center or marihuana retailer, which shall be set by resolution of the Commission, but shall not exceed \$5,000.

(D) Upon receipt of a completed application for a license renewal meeting the requirements of this Chapter and the license renewal fee, the City Clerk shall refer a copy of the renewal application to the City Police Department, the City Fire Department, the Building Official, and the City Planner.

(E) No application for a license renewal shall be approved unless:

- (1) The City Police Department, the City Fire Department and the City Building Department or another relevant department have, within the past calendar year, inspected the location for compliance with all state and local building, electrical, fire, mechanical and plumbing requirements;**
- (2) The City Planner or another relevant department has confirmed that the location complied with the Birmingham Zoning Ordinance at the time the license was granted;**
- (3) The licensee possesses the necessary state licenses or approvals, including those issued pursuant to the MMFLA or MRTMA;**
- (4) The licensee has operated the medical marihuana provisioning center or marihuana retailer in accordance with the conditions and requirements of this Chapter; and**
- (5) The licensee is operating the medical marihuana provisioning center or marihuana retailer in accordance with MMFLA or MRTMA.**

(F) If written approval of the renewal is given by each department or entity identified in this Article, the City Commission may approve the annual license renewal.

Sec. 26-510. Standards.

(A) The City Commission may object to renewal of a license for medical marihuana provisioning centers or medical retailers for one or more of the following reasons:

- (1) Licensee's failure to comply with all applicable City and state laws concerning health, safety, moral conduct or public welfare.**
- (2) Licensee's repeated violations of state marihuana laws.**
- (3) Licensee's maintenance of a nuisance upon or in connection with the licensed premises, including but not limited to any of the following:**
 - (i) Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory codes;**
 - (ii) A pattern of patron conduct in the neighborhood of the licensed premises which is in violation of the law and/or disturbs the peace, order, and tranquility of the neighborhood;**
 - (iii) Failure to maintain the grounds and exterior of the licensed premises, including litter, debris, or refuse blowing or being deposited upon adjoining premises;**

- (iv) Entertainment on the licensed premises without a license and/or entertainment which disturbs the peace, order and tranquility in the neighborhood of the licensed premises;
 - (v) Any advertising, promotion or activity in connection with the licensed premises which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinances or laws, or contributes to the disruption of normal activity of those in the neighborhood of the licensed premises;
 - (vi) Numerous police contacts with the licensed premises or the patrons of the premises;
 - (vii) Failure to adequately staff and control the premises; and,
 - (viii) The conditions or practices of the business present immediate health and safety issues.
- (4) Licensee's failure to permit the inspection of the licensed premises by the City's agents or employees in connection with the enforcement of the City Code.
 - (5) Licensee's failure to comply with the terms of its marihuana retailer license or any conditions imposed by the City Commission at the time of issuance or transfer of the license.
 - (6) Licensee's failure to comply with all standards and plans established and approved by the City Commission at the time of original approval or transfer of the license.
 - (7) Licensee's failure to timely pay its taxes or other monies due the City.

(B) In addition to any other reasons set forth in this Chapter, the City may refuse to issue a license or grant renewal of the license or suspend or revoke the license for any of the following reasons:

- (1) A material violation of any provision of this Chapter, Chapter 126, Zoning, or the licensee's SLUP and contract.
- (2) Any conviction of a disqualifying felony by the licensee or any stakeholder of the licensee that would disqualify that person from obtaining a state license under the MMFLA or MRTMA.
- (3) Failure of the licensee to obtain or maintain a license from the state pursuant to section 14 of the MMFLA or MRTMA.

(C) Following its review of this material, the City Commission may adopt a resolution to establish a public hearing date to consider objecting to the renewal of a license for the operation of a medical marihuana provisioning center or a marihuana retailer. If such action is taken by the City Commission, its resolution shall:

- (1) State the reasons why the City Commission is considering action which would result in the City objecting to the license of the MMFLA or MRTMA.**
- (2) State the date, time and place for the public hearing when the City Commission will consider taking action to object to the renewal of the license.**
- (3) Direct the City staff to inform the licensee in writing that they may submit any written material for consideration by the City Commission prior to the public hearing or at the hearing.**
- (4) That the licensee may appear in person at the hearing or be represented by counsel and that the licensee may present witnesses or written evidence at the hearing.**
- (5) The licensee shall be served notice by First Class U.S. Mail at least ten (10) days prior to the hearing with a written notice of the hearing.**
- (6) The City Commission shall hold a hearing scheduled with the licensee present. The City Commission may consider the investigation and other materials prepared by the administration pursuant to Sec. 26-509.**
- (7) The City Commission may also hear from members of the staff, other governmental agencies or the public, and licensee shall be afforded an opportunity to question those present or give information to the City Commission.**
- (8) The public shall be afforded a reasonable opportunity to comment upon the issues before the City Commission.**
- (9) Following the hearing, the City Commission shall make a written resolution as to its findings and determinations, and shall, by First Class U.S. mail forward a copy of the same to the licensee and the State Department of Licensing and Regulatory Affairs.**

(D) If the City Commission determines that a recommendation of non-renewal or a request for revocation is to be filed with the State, it shall forward the following documents to the Department:

- (1) A certified copy of the Notice of Hearing sent to the licensee.**
- (2) A certified copy of the resolution adopted by the City Commission objecting to the renewal of the license or requesting that the license be revoked, and if there is a separate Statement of Findings, a certified copy of the Statement of Findings shall be included.**
- (3) A copy of this Chapter, including the date of the adoption of the ordinance from which this Chapter was derived and the state of publication of such ordinance.**
- (4) Proof of Service demonstrating that the notice was sent to the licensee.**

Sec. 26-511. Penalty.

Any person who violates this Chapter shall be responsible for a municipal civil infraction as defined in Chapter 1, Sec. 1-9. – General Penalty, and the maximum fine of Five Hundred Dollars (\$500.00).

All other Articles of Chapter 26. –BUSINESSES, shall remain unaffected.

Ordained this _____ day of _____, 2023. Effective upon publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

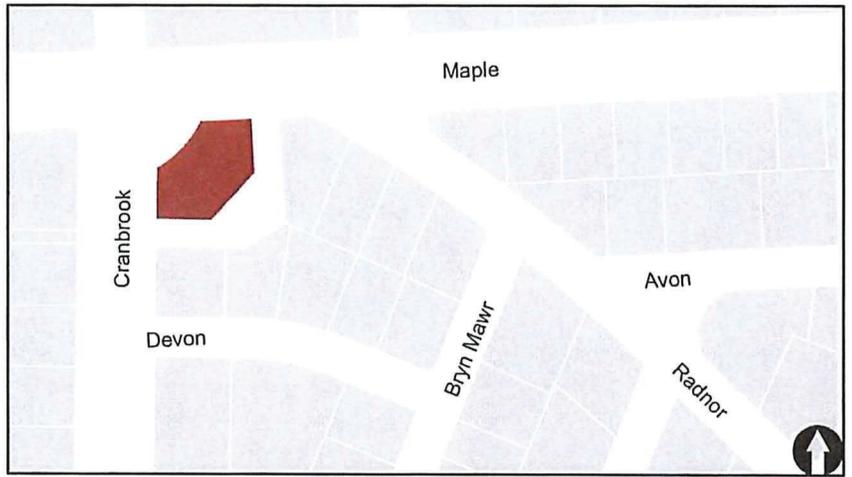
I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____ and that a summary was published _____, 2023.

Alexandria D. Bingham, City Clerk

EXHIBIT 1

City of Birmingham Marihuana Licensing

 Marihuana





MEMORANDUM

Planning Division

DATE: July 18th, 2023

TO: Jana Ecker, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing to amend Chapter 126 (Zoning), Article 2, Section 2.27, Article 4, Section 4.46 Table A, Article 5, Section 5.09, and Article 9, Section 9.02 for the B1 Neighborhood Business District to include Specialty Food Store, Boutique, Bank, and Café as permitted uses, to include Health Club/Studio as a use requiring a Special Land Use Permit, to include indoor dining as an accessory use, to create a definition for a Café use, and to create a parking ratio requirement for a Café use.

INTRODUCTION:

The owner of 100 W. 14 Mile is applying to amend the Zoning Ordinance for the B1 Neighborhood Business District to enable additional uses. Such uses proposed include health club/studio, specialty food store, boutique, bank, and cafe. Amendments to limit the square footage of indoor dining in the B1 zone and to calculate parking for café uses based on indoor dining space have also been proposed by the Planning Division and Planning Board, to which the applicant has no objections.

BACKGROUND:

The applicant is the owner of 100 W. 14 Mile, which was formerly the Grapevine Market. The applicant has cited difficulty in finding a new tenant as the reason for requesting the zoning amendment to expand permissible uses.

There are eight areas in the City of Birmingham with B1 Neighborhood Business designations. Photos and a map of these zones are attached following this report. Such B1 locations with notable tenants include the following:

1. Maple & Cranbrook (DFCU)
2. Maple & Chesterfield (Mills Pharmacy, Holiday Market Select, etc)
3. 151 N. Eton (Canelle Patisserie, Jets Pizza, Eton Market, etc)
4. 256 S. Eton (Beauty Collective)
5. 1213 Forest Hills Ln (Forest Hills Swim Club)
6. Lincoln & Grant (MUCU, Ginger Ground for Hair, Ortiz Educare)

7. 14 Mile & Southfield (Market Square, Birmingham Oil Change Center)
8. 14 Mile & Pierce (Blue Canary Confections, former Grapevine Market)

The Planning Board held four study sessions related to the proposed amendments. There were no concerns with adding specialty food store or boutique to the list of permitted uses. The B1 zone currently allows banks under the category of office, though there was general consensus that adding banks to the list of permitted uses in Article 2 makes it easier for owners, brokers, and potential tenants to quickly understand what is allowed rather than referencing the Article 9 definition for office.

A food and drink establishment use was initially proposed, however the Planning Board felt that this use encompasses full service restaurants and fast food establishments, which are not appropriate for the B1 zone, and was therefore removed from the proposal. The Planning Board did feel that smaller café style uses were appropriate. The Planning Division coordinated with the applicant and Planning Board on creating a new use category and definition for café.

The Planning Board also discussed what would be the appropriate amount of indoor dining for the B1 zone. The result was including indoor dining as an accessory use to cafés, bakeries, grocery stores, and specialty food stores. Indoor dining is limited to 50% of the tenant space, or 500 square feet, whichever is less. This allows such uses to have small indoor seating areas without being considered a full-scale restaurant.

In addition, the existing parking calculations of 1 space per 75 square feet for the food and drink establishment use often prevents of any type of food and beverage category occupying a smaller B1 property. Currently, a 1,500 square foot coffee shop would be required to have 20 parking spaces, even if it only has indoor seating space for 5-10 chairs. The Planning Division coordinated with the applicant and Planning Board to create a parking category for cafés that requires 1 parking space per 75 square feet of assembly seating space. This way, cafés would not be penalized with extra parking for kitchen, refrigerator, and storage space.

With regards to health club/studio uses in the B1 zone, the Planning Board was amenable to small classes with 5-10 people, but was opposed to the types of fitness classes with large groups of people that rotate on a regular basis. The Planning Division considered regulating the number of patrons through Article 5, Use Specific Standards, but found this would be difficult to enforce. The Planning Division and Planning Board felt that the best way to permit and regulate smaller classes was through a Special Land Use Permit (SLUP). The applicant was amenable to this suggestion as well.

On June 14th, 2023 ([Agenda](#) – [Minutes](#)), the Planning Board held a public hearing to review the proposed ordinance amendments. The board discussed some concern about regulating health club/fitness studios with a SLUP, as well as distinguishing between the café and food and drink establishment uses. The general consensus from the Planning Board and the Planning Division was they were comfortable dealing with each health club/studio use request on a case-by-case basis. The Planning Board moved to recommend approval to the City Commission of the proposed amendments.

LEGAL REVIEW:

The City Attorney has reviewed the proposed ordinance amendments and has no objections.

FISCAL IMPACT:

There are no direct fiscal impacts for this agenda item.

SUSTAINABILITY:

Not applicable.

PUBLIC COMMUNICATIONS:

As required for the proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board on June 14th, 2023, as well as in advance of the public hearing at the City Commission meeting on July 24th, 2023.

SUMMARY:

The Planning Division requests that the City Commission consider the proposed ordinance amendments to Article 2, Section 2.27, Article 4, Section 4.46 Table A, Article 5, Section 5.09, and Article 9, Section 9.02 for the B1 Neighborhood Business District to include Specialty Food Store, Boutique, Bank, and Café as permitted uses, to include Health Club/ Studio as a use requiring a Special Land Use Permit, to include indoor dining as an accessory use limited to 500 square feet or less, to create a definition for a Café use, and to create a parking ratio requirement for a Café use.

ATTACHMENTS:

Please see the following attached documents:

- Proposed Amendments to Chapter 126 – Zoning
- Final Planning Board Report
- Maps of B1 zone compared to proposed uses
- Canelle Patisserie and Holiday Market floor plans with indoor dining
- Application for zoning amendment

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to APPROVE the proposed ordinance amendments to Article 2, Section 2.27, Article 4, Section 4.46 Table A, Article 5, Section 5.09, and Article 9, Section 9.02 for the B1 Neighborhood Business District to include Specialty Food Store, Boutique, Bank, and Café as permitted uses, to include Health Club/Studio as a use requiring a Special Land Use Permit, to include indoor dining as an accessory use limited to 500 square feet or less, to create a definition for a Café use, and to create a parking requirement for a Café use.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 2, SECTION 2.27, B1 (NEIGHBORHOOD BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD BANK, BOUTIQUE, CAFÉ, AND SPECIALTY FOOD STORE TO COMMERCIAL PERMITTED USES, INDOOR DINING TO ACCESSORY PERMITTED USES, AND HEALTH CLUB/STUDIO TO USES REQUIRING A SPECIAL LAND USE PERMIT.

ARTICLE 2: ZONING DISTRICTS AND REGULATIONS

2.27 B1 (Neighborhood Business) District Intent, Permitted Uses, and Special Uses

B. Permitted Uses

1. Institutional Permitted Uses
 - a. community center
 - b. government office
 - c. government use
 - d. religious institution
 - e. school - private
 - f. school - public
 - g. social club
2. Recreational Permitted Uses
 - a. recreational club
 - b. swimming pool – semiprivate
3. Commercial Permitted Uses
 - a. Bakery
 - b. bank**
 - c. barber shop/beauty salon
 - d. boutique**
 - e. café**
 - f. drugstore
 - g. dry cleaning
 - h. grocery store
 - i. hardware store
 - j. neighborhood convenience store
 - k. office
 - l. shoe store/shoe repair
 - m. specialty food store**
 - n. tailor
4. Other Permitted Uses

- a. utility substation
- C. Other Use Regulations
 - 1. Accessory Permitted Uses
 - a. alcoholic beverage sales*
 - b. indoor dining***
 - c. kennel*
 - d. laboratory - medical/dental*
 - e. loading facility - off-street*
 - f. outdoor cafe
 - g. outdoor display*
 - h. parking facility - off-street*
 - i. sign
 - 2. Uses Requiring a Special Land Use Permit
 - a. alcoholic beverage sales (off-premise consumption)
 - b. alcoholic beverage sales (on-premise consumption)
 - c. child care center
 - d. continued care retirement community
 - e. health club/studio**
 - f. independent hospice facility
 - g. drive-in facility*
 - h. gasoline full service station*
 - i. skilled nursing facility

* = Use Specific Standards in Section 5.09 Apply

ORDAINED this _____ day of _____, 2023 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 4, TABLE A, REQUIRED OFF-STREET PARKING SPACES, TO CREATE A PARKING RATIO REQUIREMENT FOR A CAFÉ USE.

ARTICLE 4: DEVELOPMENT STANDARDS

Table A: Required Off-Street Parking Spaces

Land Use	Number of Off-Street Parking Spaces Required
Café:	1 space per 75 square feet of indoor dining area to be calculated from the area consisting of the designated assembly space for tables, seats, and patron circulation.

ORDAINED this _____ day of _____, 2023 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 5, SECTION 5.09, USE SPECIFIC STANDARDS, TO ADD LANGUAGE TO PERMIT INDOOR DINING AS AN ACCESSORY USE TO BAKERIES, SPECIALTY FOOD STORES, GROCERY STORES, AND CAFES.

ARTICLE 5: USE SPECIFIC STANDARDS

5.09 B1 District

This Use Specific Standards section applies to the following district:

B1

The following use specific standards apply:

- A. Alcoholic Beverage Sales: Alcoholic beverage sales for consumption off the premises in conjunction with grocery stores and drugstores is permitted subject to special land use permit.
- B. Drive-in Facility: A drive-in facility is permitted provided it is accessory to the permitted principal use.
- C. Gasoline Full Service Station: A gasoline full service station is permitted provided any mechanized car wash systems shall be limited to 25 cars per hour.
- D. Indoor Dining: Indoor dining is permitted as an accessory use to a bakery, specialty food store, grocery store, and café provided that the indoor dining area consisting of the assembly space for tables, seats, and patron circulation does not exceed 50 percent of the tenant space, or 500 square feet, whichever is less.**
- E. Kennel: A kennel is permitted in conjunction with veterinary clinics when completely enclosed within a building (see Sections 18-86, 18-87, 18-88 of the Birmingham City Code).
- F. Laboratory: A laboratory is permitted when incidental to a medical or dental office located within the same building.
- G. Loading Facility: A loading facility is permitted provided facilities are screened according to Section 4.54.
- H. Parking Facility: A parking facility is permitted provide such facilities are screened according to Section 4.54.
- I. Rooftop Use Standards:
 - 1. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:
 - i. They are set back at least 5 feet from the eave line.

- ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.
 - iii. They do not have full enclosures.
 - iv. They do not include eisenglass or similar enclosure materials.
2. Rooftop structures and amenities may not contain habitable space.

ORDAINED this _____ day of _____, 2023 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

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

TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO CREATE A DEFINITION FOR A CAFÉ USE.

ARTICLE 9: DEFINITIONS

9.02 Definitions

Café: an eating or drinking establishment where the business to consumer operation is predominantly through counter service provided for a combination of dine-in and carry-out, and does not offer full table service through a wait staff.

ORDAINED this _____ day of _____, 2023 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: June 9th, 2023

TO: Planning Board Members

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing - B1 Neighborhood Business Zoning Amendment Application

The owner of 100 W. 14 Mile is applying to amend the Zoning Ordinance for the B1 Neighborhood Business District to enable additional uses. The additional uses being proposed include Health Club/ Studio, Specialty Food Store, Boutique, Bank, Food & Beverage, and Fast Casual / Cafe. The applicant is the owner of the space where Grapevine Market used to be. The reason for requesting the zoning amendment is to provide additional tenant options.

There are eight areas in the City of Birmingham with B1 Neighborhood Business designations. Photos and a map of these zones are attached following the memo. Such B1 locations with notable tenants include the following:

1. Maple & Cranbrook (DFCU)
2. Maple & Chesterfield (Mills Pharmacy, Holiday Market Select, etc)
3. 151 N. Eton (Canelle Patisserie, Jets Pizza, Eton Market, etc)
4. 256 S. Eton (Beauty Collective)
5. 1213 Forest Hills Ln (Forest Hills Swim Club)
6. Lincoln & Grant (MUCU, Ginger Ground for Hair, Ortiz Educare)
7. 14 Mile & Southfield (Market Square, Birmingham Oil Change Center)
8. 14 Mile & Pierce (Blue Canary Confections, former Grapevine Market)

Study Session 1 – February 8th, 2023 ([Agenda – Minutes](#))

City staff began by summarizing the intent of the B1 Neighborhood Business District, Article 2, Section 2.27(A) which states the following:

The B1 (Neighborhood Business) District is established for the convenience of shopping for persons residing in adjacent residential areas to permit only such uses as are necessary

to satisfy those limited basic shopping and/or service needs which by their very nature are not related to the shopping pattern of the general business district.

City staff then discussed the proposed uses in relation to the district intent of the B1 zone. It was brought up that bank was indirectly allowed through the definition of office, but adding it to the list of permitted uses would make it easier for users to understand the Zoning Ordinance. It was also discussed how staff had no concerns regarding specialty food store, or boutique.

Given the wide variety of health club/studios, there was some concern regarding parking and fitness classes that could draw a large number of patrons for an hour session. Staff also discussed a potential new definition for cafés that limited the amount of indoor seating space. Doing so could help resolve issues for the city in having to make distinguishments between bakeries, food and drink establishments, and specialty food stores.

The Planning Board requested maps of where each use is permitted, as well as comparisons of how other cities regulate such uses, particularly parking requirements for small restaurants and gyms.

Study Session 2 – March 8th, 2023 (Agenda – Minutes)

City staff began the second study session by reviewing maps of where each use is permitted in the City in comparison to the B1 zone. Staff then reviewed other ways cities have regulated parking for smaller restaurants and fitness studios.

There appeared to be general consensus from the Planning Board that they were amenable to allowing the proposed uses of bank, specialty food store, and boutique as permitted uses in the B1 zone.

Upon discussion of creating terminology to enable smaller eating and drinking establishments, there was general consensus that adding “indoor dining” as an accessory permitted use would be beneficial. There was also general consensus that a new definition for Café should be reviewed.

In regards to health club / studio, it was discussed how the difficulty in this use is distinguishing between a 5 person class vs a 40 person class. A SLUP could be useful in regulating the various uses in this category, however the application requirements are more cumbersome and could deter potential tenants from trying.

Study Session 3 – April 17th, 2023 (Agenda – Minutes)

City staff added “indoor dining*” to the list of accessory uses for the B1 District. A proposed amendment to Article 5, Section 5.09, Use Specific Standards was also included to limit the space of indoor dining assembly area to 750 square feet for places where indoor dining may occur. For comparable spaces, Holiday Market has approximately 375 square feet of indoor dining space, and Canelle Patisserie has 500 square feet of indoor dining space.

The applicant has proposed the addition of food and drink establishments to the B1 zone, however City staff is hesitant to include this use. There appeared to be a general consensus that this use incorporates a full service restaurant with a 1 parking space per 75 square feet parking requirement with a higher intensity of users.

City staff recommended that a lighter intensity food and drink category be created – this could be called a “café” which includes a small mix of carry-out and dine-in. Proposed regulations on the size of the indoor dining area would be associated with the café use. A parking amendment based on the size of the indoor dining area, and not the entire tenant space was proposed. Such changes to the Zoning Ordinance for Café use in the B1 zone were proposed as the following:

Article 9, Section 9.02 Definitions:

Cafe: an eating or drinking establishment where the business to consumer operation is predominantly through counter service provided for a combination of dine-in and carry-out, and does not offer full table service through a wait staff.

Article 5, Section 5.09 Use Specific Standards for the B1 District:

*Indoor dining: Indoor dining is permitted as an accessory use to a bakery, specialty food store, grocery store, and **café** provided that the space for tables, seats, and patron circulation does not exceed 750 square feet.*

Article 4, Table A: Off-Street Parking Spaces

Eating establishment – café use: 1 space per 75 square feet of indoor dining assembly area, plus 2 spaces for employees.

In regards to health club/studio use, city staff mentioned that they are amenable to a SLUP for this use due to the variety of uses the category encompasses. An alternative to a SLUP could be to cap the amount of patrons for a fitness class through Use Specific Standards of Article 5.09, however this would be difficult to enforce. The Planning Board appeared amenable to exploring ways to allow small classes while prohibiting larger ones.

Discussion from the Planning Board involved concern about banks in the B1 Zone and that the use of some banks appeared to be more like large offices. The Planning Board also discussed parking requirements for the proposed “café” as well as the new indoor dining accessory use. There was a discussion about 1 per 75 SF of assembly area + 2 spaces for employees vs. 1 per 100 SF for the assembly area. No general consensus was reached at that time. Questions about calculating total parking when there is indoor dining within another use such as a grocery store was also raised.

Study Session 4 – May 10th, 2023 (Agenda)

In regards to adding “bank” to the list of commercial permitted uses, the purpose is to improve convenience for users reading the Zoning Ordinance due to the fact that banks are already allowed under the definition of Office. The Planning Division has not encountered issues with bank proposals in the B1 District. The applicant has indicated that if adding “bank” to the permitted uses is controversial then they are amenable to removing it in order to expedite the review process. Providing “Bank” in the list of permissible uses makes it easier for potential users to understand when reading the Zoning Ordinance.

Staff suggested adding health club/studio as a use requiring a Special Land Use Permit due to the variety of class sizes that the use entails. Creating a definition for personal training studio and potentially limiting the number of patrons was discussed, though upon review of other cities, attempting to regulate health club/studios in the B1 neighborhood business district presents a number of challenges. Staff wants to allow and promote small fitness businesses, however studios

with 40-50 people per class would not be appropriate for the district's intent. The three possible avenues would be to either regulate the use with a SLUP, to regulate the size of the tenant space through use specific standards, or to regulate the number of patrons per session through use specific standards. A summary of each is below:

1. SLUP – Would require a lengthier and more cumbersome application process for the tenant, however the Planning Board and City Commission would be able to review applications on a case-by-case basis and include any special conditions of approval to help make the use appropriate with surrounding uses.
2. Regulate size – A number of cities allow "fitness studios" up to 1000 or 1500 SF to enable uses such as yoga and barre classes. Capping the size of the space limits the ability for a big box gym to move in. The issue is that placing a cap on the size of the studio does not prevent the tenant from hosting classes with a packed room of 40 or so people per hour.
3. Regulate number of patrons – City staff have explored the idea of creating a "personal training" use category and writing a definition for smaller fitness classes that could be accompanied with a limit on the number of patrons in the use specific standards. Staff foresees a number of gray area issues with doing so - the biggest issue being enforcement.

Upon review of alternative ways to allow health club/studio in the B1 District, and discussion with the applicant, staff recommended having the use within the SLUP requirement category. This would enable staff, the Planning Board, and City Commission to review applications on a case-by-case basis and include special conditions of approval. Doing so could help filter out classes for 5 clients vs. 40 clients.

In regards to parking calculations and the newly proposed "Café" use, the applicant has indicated a desire for a 1 per 100 SF of assembly space requirement. Meanwhile the City standard for eating establishments has historically been 1 per 75 SF of gross floor area. At previous meetings, City staff cited other cities using 1 per 75 SF of assembly area + 2 for staff. Upon review, the Planning Board felt most comfortable with 1 per 75 SF of assembly area in order to be consistent with existing food and beverage parking calculations.

Indoor dining as an accessory use has also been amended to consist of the assembly space for tables, seats, and patron circulation up to 50 percent of the tenant space, or 500 square feet, whichever is less. This way the indoor dining area is a function of the size of the space and cannot exceed one half of the tenant space, or 500 square feet, whichever is less. This enables indoor dining to remain an "accessory use".

Questions about calculating parking for bakery, grocery, or specialty food store uses with indoor dining have come up. City staff recommends that the calculation be based off of the principle use, which in the aforementioned cases would be 1 per 300 SF. "Indoor Dining" is listed as an accessory use and is limited in size in order to keep it accessory to the principle use, therefore staff does not recommend including both indoor dining calculations with the principle use for total parking calculations. It is of note that "Café" has it's own parking category proposed to align with

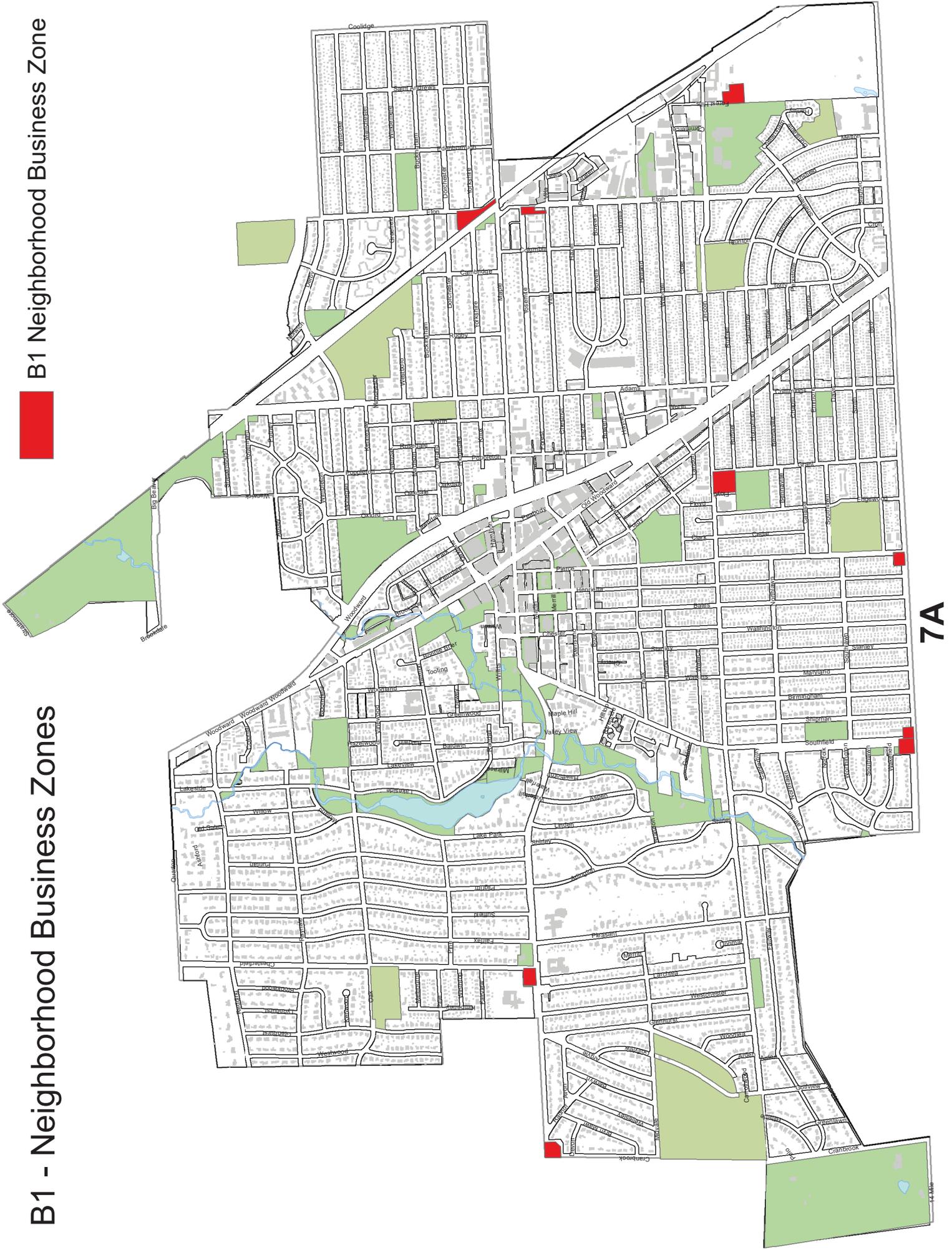
its principle use, and would be calculated different than a grocery store or specialty food store with indoor seating.

Suggested Action:

Move to recommend to the City Commission APPROVAL of the proposed amendments to Article 2, Section 2.27, Article 4, Section 4.46 Table A, Article 5, Section 5.09, and Article 9, Section 9.02 for the B1 Neighborhood Business District to include Specialty Food Store, Boutique, Bank, and Café as permitted uses, to include Health Club/Studio as a use requiring a Special Land Use Permit, to include indoor dining as an accessory use limited up to 500 square feet, to create a definition for a Café use, and to create a parking ratio requirement for a Café use.

B1 - Neighborhood Business Zones

B1 Neighborhood Business Zone

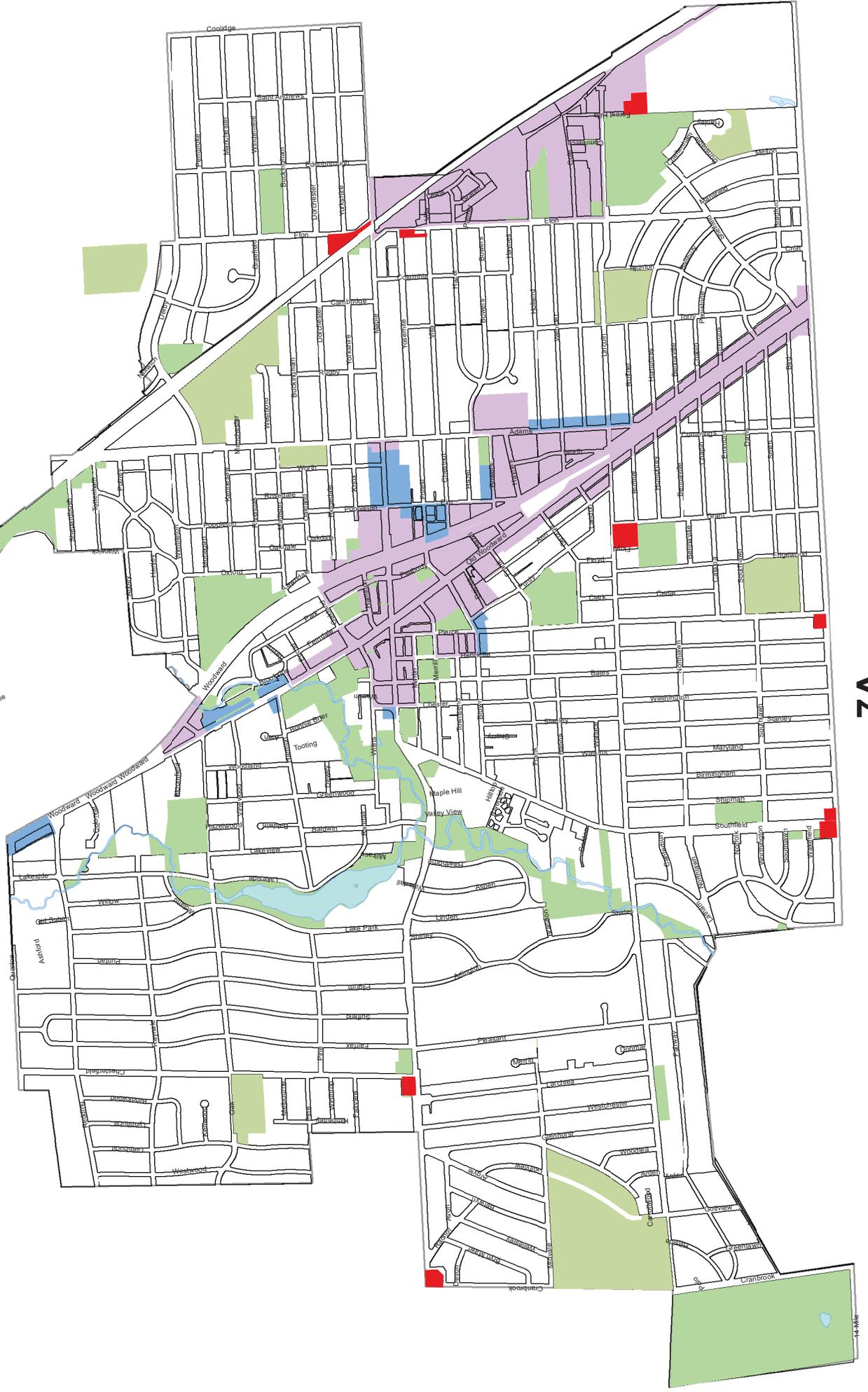


Food or Drink Establishment Use

 B1 Zone - Not Permitted

 Food & Drink Use Zones - Permitted (B2, B2B, B3, B4, MX)

 Food & Drink Use Zones - SLUP (O2, TZ3)

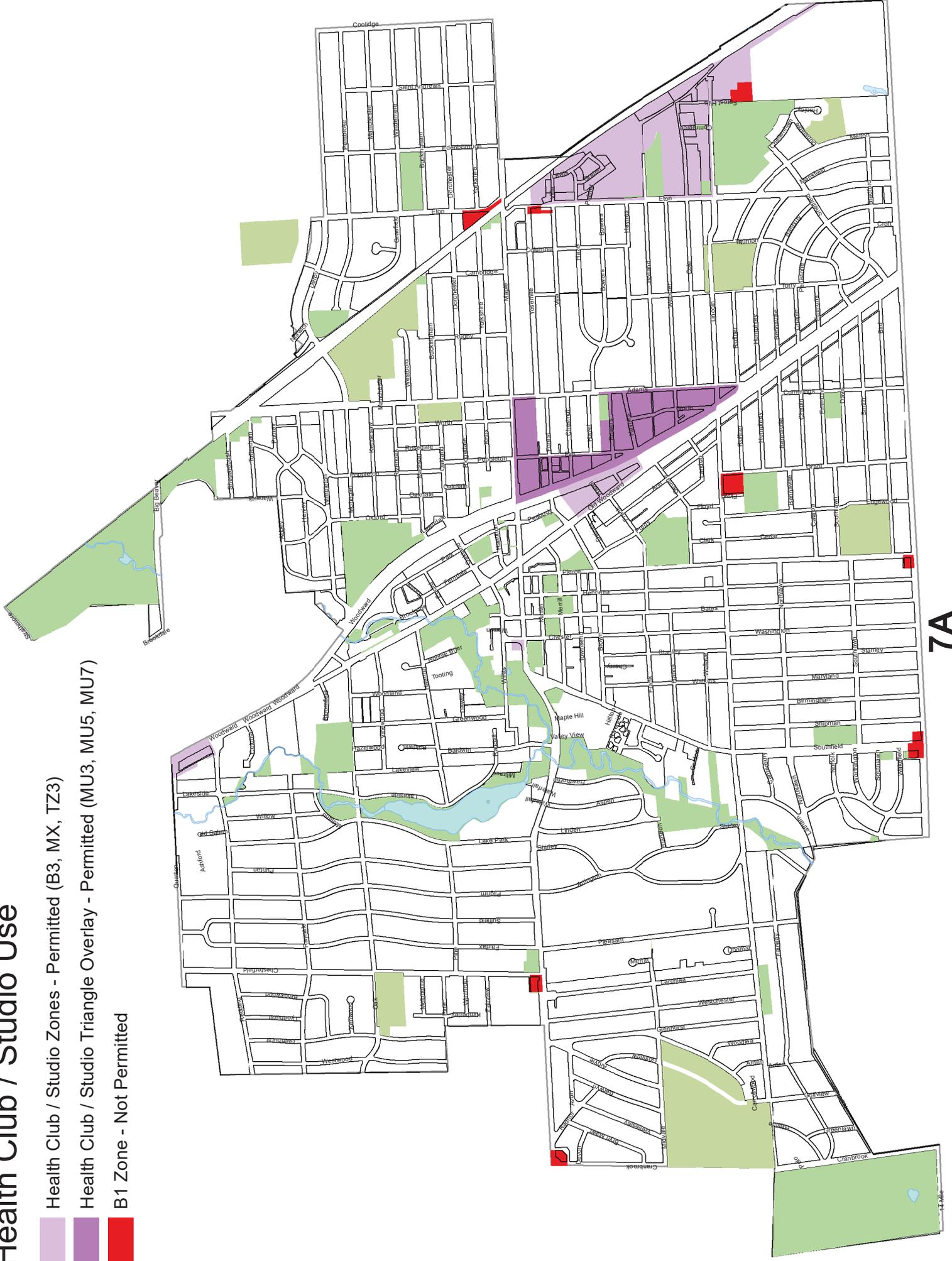


Health Club / Studio Use

 Health Club / Studio Zones - Permitted (B3, MX, TZ3)

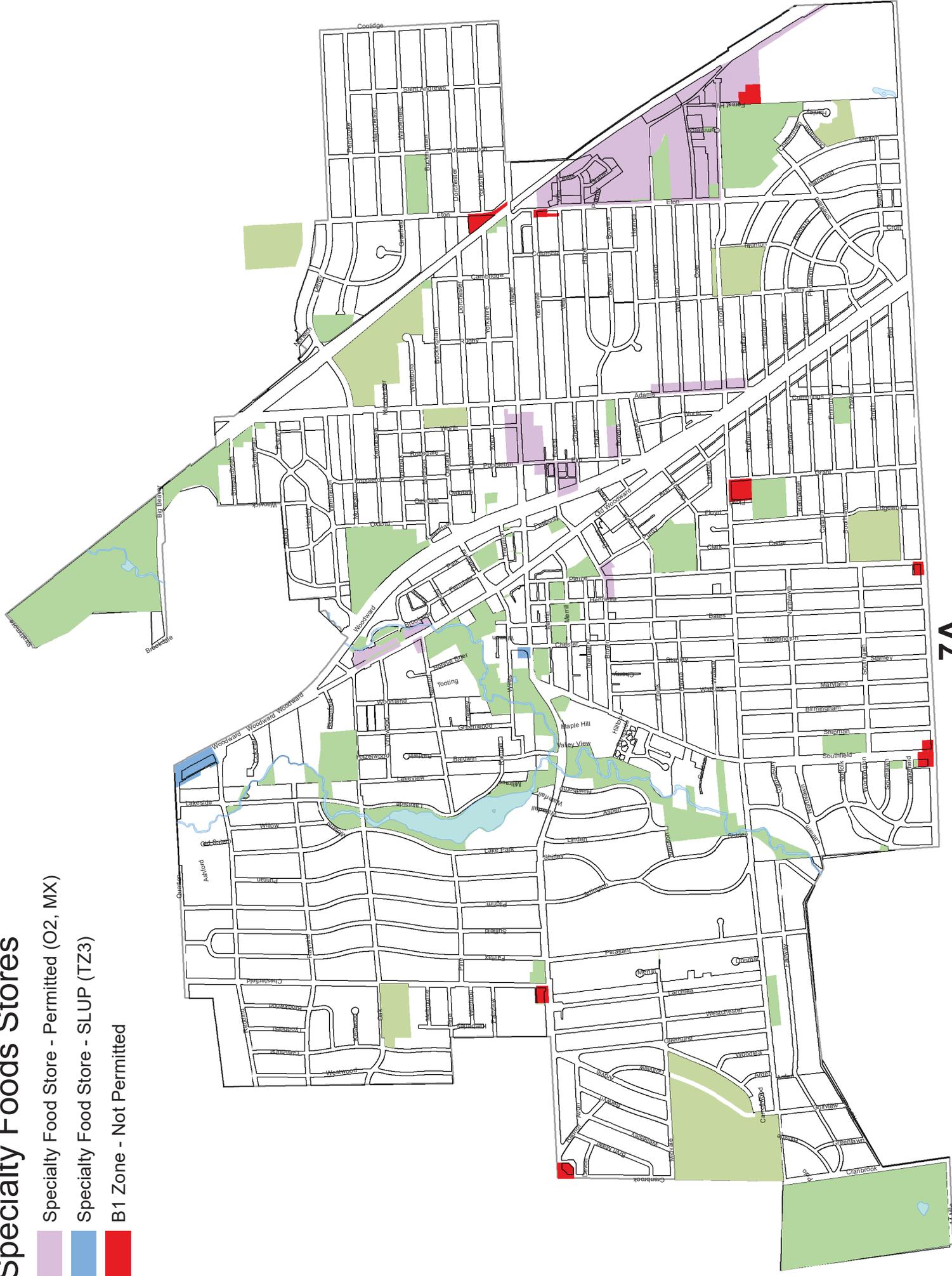
 Health Club / Studio Triangle Overlay - Permitted (MU3, MU5, MU7)

 B1 Zone - Not Permitted



Specialty Foods Stores

-  Specialty Food Store - Permitted (O2, MX)
-  Specialty Food Store - SLUP (TZ3)
-  B1 Zone - Not Permitted



Boutique Use

-  Boutique - Permitted (O2, MX)
-  Boutique - SLUP (TZ3)
-  B1 Zone - Not Permitted

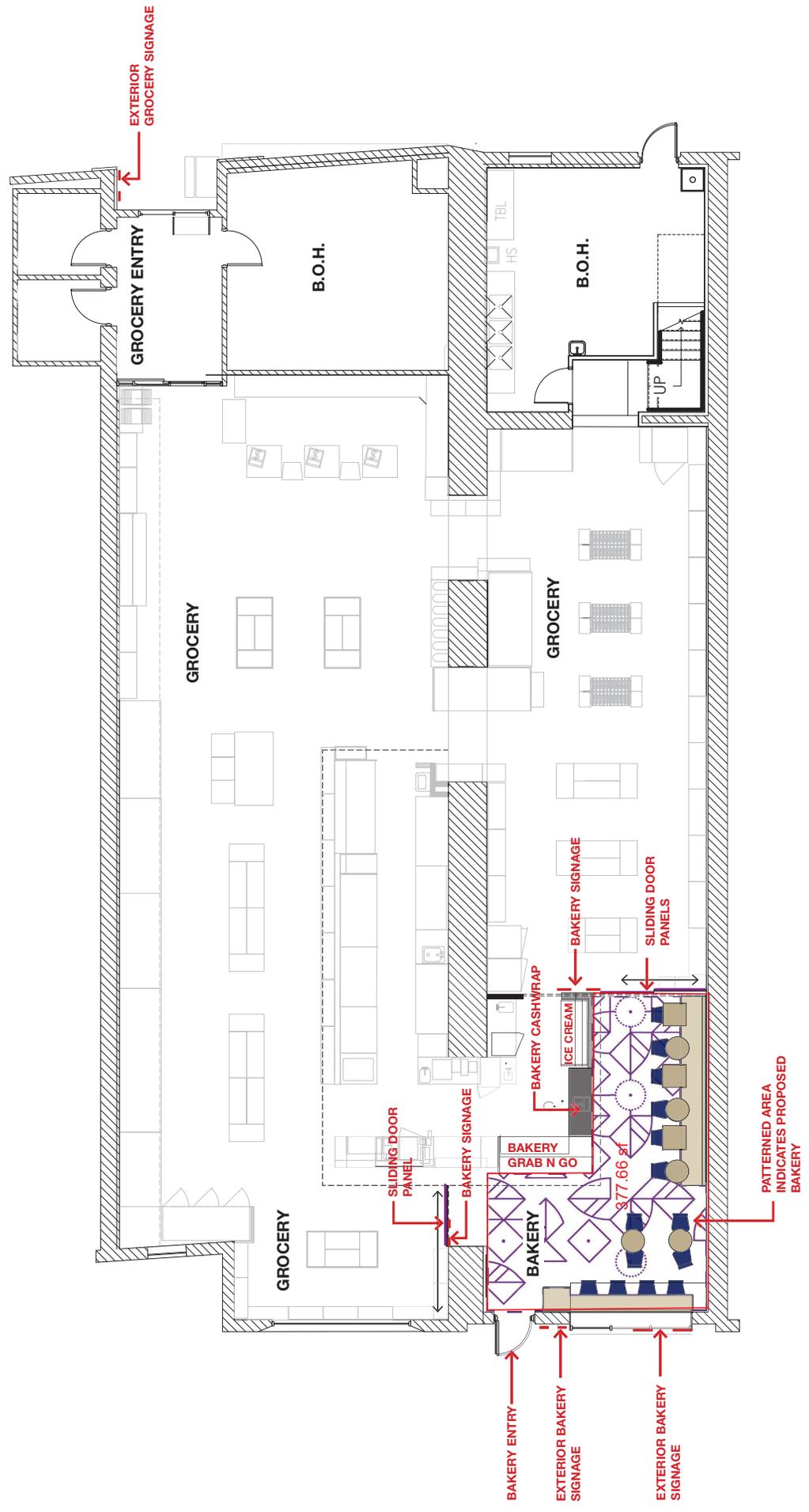


NOTE: DRAWINGS ARE FOR DESIGN PURPOSES ONLY. SEE ARCHITECTURAL SPECIFICATIONS, DIMENSIONS AND DETAILS (TYP.)

NOTE: DIMENSIONS ARE FOR DESIGN PURPOSES ONLY. VERIFY EQUIP. SIZES BEFORE STARTING ANY CONSTRUCTION.

NOTE: CEILING HEIGHTS ARE BASED ON AN ASSUMED 10'-0" IF DIFFERENT CONTACT STUDIO HQS. (TYP.)

NOTE: EQUIPMENT SHOWN FOR DESIGN INTENT ONLY. VERIFY WITH ARCHITECT AND EQUIPMENT SUPPLIER. (TYP.)



FLOOR PLAN
N.T.S. (NOT TO SCALE)

REVISIONS

- NEW INTERIOR PARTITIONS
- GYP. RB. TO GYP. BR.
- EXISTING WALLS & CEILING WALLS
- FACE UP PARTITION / STUD

PLAN LEGEND

- EXISTING WALL - TO REMAIN
- NEW WALL
- EXISTING DOOR & FRAME - TO REMAIN
- NEW DOOR
- EXISTING DOOR SCHEDULE
- NEW DOOR SCHEDULE

CEILING LEGEND

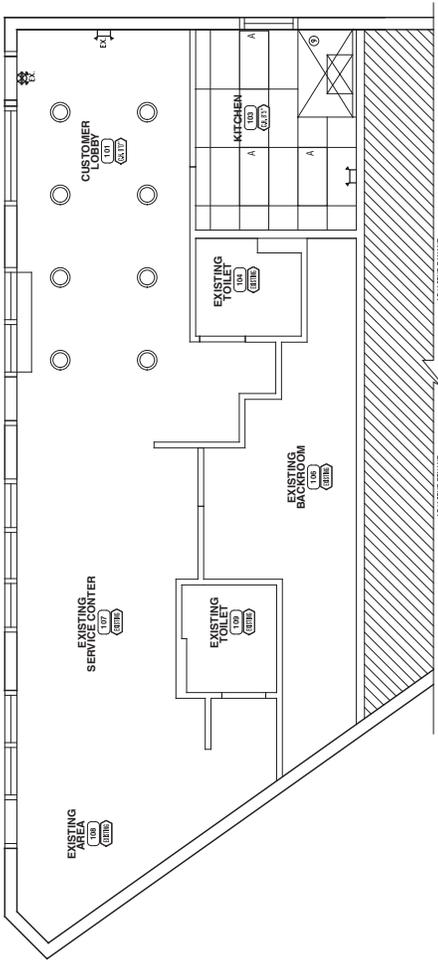
- LAY-IN CEILING TILE
- SET FINISH SCHEDULE
- EXISTING CEILING TILE
- LAY-IN LIGHT FIXTURE
- WALL MOUNTED
- EMERGENCY LIGHT FIXTURE
- EXIT SIGN WITH EMERGENCY LIGHT
- PRISMATIC LIGHT TO MATCH EXISTING
- RECESSED CAVELIGHTS

FINISH SCHEDULE

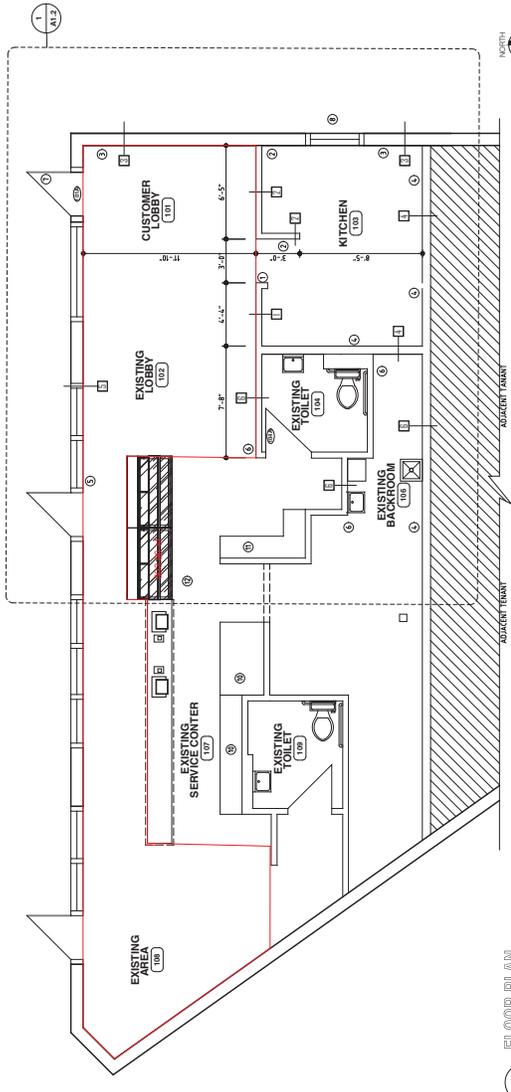
NO.	FINISH TYPE	DETAIL
1	TYPE INTERIOR PARTITION	1/4"x1/2"
2	W/ NEW FINISH WALL STUD	1/4"x1/2"
3	W/ NEW FINISH WALL HEIGHT	1/4"x1/2"
4	5'-0" GYP. - 3/8" PHL STUD	1/4"x1/2"
5	EX EXTERIOR WALL	2 1/8"x1/2"
6	W/ NEW FINISH	2 1/8"x1/2"
7	EX STONE FRONT GLAZING SYSTEM	2 1/8"x1/2"
8	FIELD VERIFY & REPAIR AS REQ'D	1/4"x1/2"
9	EX INTERIOR PARTITION TO REMAIN	NO
10	FIELD VERIFY & REPAIR AS REQ'D	DETAIL

- KEY NOTES**
- TOP INTERIOR PARTITION W/ NEW FINISH
 - FINISH SEE ASSEMBLY TYPES & FINISH
 - TYPE 5'-0" INTERIOR PARTITION W/ NEW FINISH
 - EXISTING EXTERIOR WALL W/ NEW FINISH
 - EXISTING EXTERIOR WALL SCHEDULE
 - SEE ASSEMBLY TYPES & FINISH SCHEDULE
 - EXISTING STORE FRONT GLAZING SYSTEM
 - EXISTING STORE FRONT GLAZING SYSTEM
 - EXISTING INTERIOR PARTITION TO REMAIN
 - SEE ASSEMBLY TYPES & FINISH SCHEDULE
 - EXISTING STORE FRONT DOOR TO REMAIN
 - SEE ENLARGED ELEVATIONS
 - NEW HIDDEN VENT
 - NEW HIDDEN VENT SCHEDULE
 - EXISTING REFRIG. & BANED GOOD DISPLAY TO REMAIN
 - EXISTING ESPRESSO COUNTER
 - EXISTING REFRIGERATED PASTRY DISPLAY

REVISION #1:
 SEE REVISION #1 FOR FULL LAYOUT OF EXISTING MARKET FOR



2 REFLECTED CEILING PLAN
 SCALE: 1/4" = 1'-0"



1 FLOOR PLAN
 SCALE: 1/4" = 1'-0"

Michael R. Vogt
T (248) 530-6335
F (248) 530-9173
Email: MVogt@ClarkHill.com

Clark Hill PLC
151 S. Old Woodward Ave., Ste 200
Birmingham, MI 48009
T (248) 642-9692
F (248) 530-9173

February 3, 2023

VIA HAND DELIVERY

Birmingham City Commission
151 Martin St.
Birmingham, MI 48009

Re: **Application for Zoning Ordinance Change to Expand Permitted Uses Within B-1 Zoning District**

To Whom It May Concern:

Clark Hill PLC is legal counsel to Mura, LLC ("Mura"), who is the owner of the commercial development located at 100 W 14 Mile Rd., Birmingham, MI 48009. Mura is seeking to amend the City's Zoning Ordinance to expand the list of permitted uses in the B-1 (Neighborhood Business) Zoning District as stated in Section 2.27(B). On behalf of Mura, we respectfully ask that the enclosed Application be reviewed by the City's planning department and placed on the City Commission's agenda for consideration at the first available date.

Attached as **Exhibit A** to this letter is the proposed amendment to Section 2.27B(3), which would add the following low-intensity neighborhood uses to the list of permitted commercial uses in the B-1 district:

- a. Health Club/Studio
- b. Specialty Food Store
- c. Boutique
- d. Bank
- e. Food or drink establishment
- f. Fast casual/cafe

Each of these commercial uses would bring desired goods and services to Birmingham neighborhoods, furthering the stated intent of the B-1 zoning district to provide "convenience of shopping for residing in adjacent residential areas to

permit only such uses as are necessary to satisfy those limited basic shopping and/or service needs which by their very nature are not related to the shopping pattern of the general business district.” Further, the addition of these similar commercial uses to Section 2.27(B)(3) will broaden the market for potential tenants at all B-1 properties, thereby increasing the variety of businesses that citizens have access to in their neighborhoods, and decreasing the risk that properties sit vacant for extended periods between tenancies.

The City’s Zoning Map provides for only eight B-1 properties/areas in the City and those areas are relatively small in geographic footprint. Attached as **Exhibit B** is a list of the eight B-1 properties/areas on the Zoning Map and the businesses that currently operate thereon (according to Google). A review of Exhibit B reveals that the five proposed additional uses in Exhibit A are similar in nature and intensity to the businesses currently operating on B-1 properties. In fact, Exhibit B shows that two credit unions and a bank already operate harmoniously on B-1 property even though banks are neither permitted by right nor special land use approval in the B-1 district. There are also existing restaurants (Jet’s Pizza) and businesses similar in use characteristics to health clubs/studios like dance studios and Forest Hills Swim Club. Accordingly, the addition of the proposed uses listed on Exhibit A will have no negative impact on properties adjacent to B-1 districts, but will provide a material benefit to B-1 property owners, and increase the convenience for the neighborhood residents who rely on these small businesses.

In conclusion, we respectfully request that the above analysis and the attached supporting materials be considered by the City Commission, and Mura’s Application to modify the list of permitted commercial uses in Section 2.27(B)(3) be approved. On behalf of Mura, we thank you in advance for your timely attention to this Application and look forward to working with the City throughout the approval process.

Sincerely,

CLARK HILL PLC

/s/ Michael R. Vogt

Michael R. Vogt

EXHIBIT A

2.27 B1 (Neighborhood Business) District Intent, Permitted Uses, and Special Uses **B1**

A. District Intent

1. The B1 (Neighborhood Business) District is established for the convenience of shopping for persons residing in adjacent residential areas to permit only such uses as are necessary to satisfy those limited basic shopping and/or service needs which by their very nature are not related to the shopping pattern of the general business district.

B. Permitted Uses

1. Institutional Permitted Uses
 - a. community center
 - b. government office
 - c. government use
 - d. religious institution
 - e. school - private
 - f. school - public
 - g. social club
2. Recreational Permitted Uses
 - a. recreational club
 - b. swimming pool – semiprivate
3. Commercial Permitted Uses
 - a. bakery
 - b. barber shop/beauty salon
 - c. drugstore
 - d. dry cleaning
 - e. grocery store
 - f. hardware store
 - g. neighborhood convenience store
 - h. office
 - i. shoe store/shoe repair
 - j. tailor
 - k. Health Club/Studio
 - l. Specialty Food Store
 - m. Boutique
 - n. Bank
 - o. Food or drink establishment
 - p. Fast casual/café
4. Other Permitted Uses
 - a. utility substation

C. Other Use Regulations

1. Accessory Permitted Uses

- a. alcoholic beverage sales*
 - b. kennel*
 - c. laboratory - medical/dental*
 - d. loading facility - off-street*
 - e. outdoor cafe
 - f. outdoor display*
 - g. parking facility - off-street*
 - h. sign
2. Uses Requiring a Special Land Use Permit
- a. alcoholic beverage sales (off-premise consumption)
 - b. alcoholic beverage sales (on-premise consumption)
 - c. child care center
 - d. continued care retirement community
 - e. independent hospice facility
 - f. drive-in facility*
 - g. gasoline full service station*
 - h. skilled nursing facility

* = Use Specific Standards in Section [5.09](#) Apply

() = Subject to Regulations of the Specified District

EXHIBIT B

B-1 Locations Per Zoning Map and Existing Business Per Google

1. **SE Corner of Maple and Cranbrook**
 - a. DFCU Financial

2. **NW Corner of Maple and Chesterfield**
 - a. Mills Pharmacy;
 - b. Holiday Market;
 - c. Detroit Barber Co.; and
 - d. First Merchant's Bank

3. **151 N. Eton**
 - a. Jet's Pizza;
 - b. Cannelle Patisserie;
 - c. Spa Mariana; and
 - d. Zack's Alteration Shop

4. **256 S. Eton**
 - a. Beauty Collective

5. **1213 Forest Hills Ln**
 - a. Forest Hills Swim Club

6. **SE Corner of Lincoln and Grant**
 - a. MUCU;
 - b. Ginger Group for Hair;
 - c. STARZ Performing Arts;
 - d. Kramm & Associates Dental Lab;
 - e. Birmingham Laundromat

7. **NW and NE Corner of Southfield Rd. and 14 Mile Rd.**
 - a. Market Square (NW Corner) and
 - b. Birmingham Oil Change Center (NE Corner)

8. **NW Corner of 14 Mile Rd. and Pierce**
 - a. Blue Canary Confections;
 - b. Birmingham Dance Academy; and
 - c. Beauty Collective Hair Salon.



MEMORANDUM

Planning Division

DATE: July 18th, 2023

TO: Jana Ecker, City Manager

FROM: Brooks Cowan, Senior Planner
Ryan Kearney, Police Lieutenant
Melissa Coatta, Engineering Director

SUBJECT: S. Eton Resurfacing Design

INTRODUCTION:

S. Eton from Yosemite to 14 Mile is scheduled for resurfacing in 2024, therefore the Multi-Modal Transportation Board (MMTB) has considered design alternatives to promote multi-modal amenities for all users. The 2024 approved budget considers funding for the project within the existing curb widths. Any realignment of the existing curbs will require approval of state grant funding or reallocation of the City's budget.

Upon review, the MMTB has recommended that the section of S. Eton between Lincoln Ave and Yosemite be designed with bike lanes on each side of the road, on-street parking on the eastern Rail District side, pedestrian bumpouts reducing crossing distance at intersections, and additional safety signage to improve crossing safety. This design aligns with what exists on N. Eton between Yorkshire and Derby and is consistent with the City's existing bike lane and pedestrian bumpout designs.

The MMTB also recommended that S. Eton between 14 Mile and Lincoln Ave be designed with widened curbs for designated bike lanes in the public right-of-way on each side of the road, on-street parking on the west side of the road, pedestrian bumpouts, and additional pedestrian safety signage. There was also support from the MMTB to pursue enhancements from Villa to Maple to improve safety and connectivity at the intersection of S. Eton and Maple. Both of the recommendations for S. Eton between Lincoln to 14 Mile and Villa to Maple are contingent upon approval of a TAP grant or reallocation of the City's budget and Capital Improvement Fund.

BACKGROUND:

On July 11th, 2011, the City adopted a resolution in support of a complete streets policy encouraging safe transportation design for all users. The resolution concludes with the following:

"Now, therefore, be it resolved, that the City of Birmingham City Commission hereby declares its support of complete streets policies and further directs City staff to develop a set of proposed policies and procedures to implement Complete Streets practices to make the City more accommodating to all modes of travel, including walkers, bicyclists and transit riders, of all ages and abilities."

The S. Eton Corridor has been the topic of a number of studies related to land use and transportation given that S. Eton Road divides single family residential neighborhoods from the Rail District and Kenning Park. The [Eton Road Corridor Plan](#) (1999) states that the area (Rail District) will be a mixed use corridor with a range of commercial, service, light industrial and residential uses that serve the needs of the residents of Birmingham. The plan acknowledges Eton Road as an important link in a regional urban bike route system and recommends a designated bike lane (pg. 38).

In 2013, the City approved the [Multi-Modal Transportation Plan](#) (MMTP) which goes into more detail regarding recommendations to enhance pedestrian safety and multi-modal connectivity for the corridor. The Multi-Modal Transportation Plan recommends curb extensions along S. Eton to reduce the pedestrian crossing distance and high visibility crosswalks to increase driver awareness of such crosswalks (pg. 51-53).

The Multi-Modal Transportation Plan also recommends a buffered bike lane on the west side of S. Eton between Lincoln and Maple with sharrows on S. Eton between Lincoln and 14 Mile (pg. 56-59). For long term considerations, the Multi-Modal Transportation Plan comments that eventually, bike lanes should be added to all arterial and collector roadways (pg. 54), and that the City may wish to extend its designated bike lanes in place of shared lane markings during reconstruction, stating the following (pg 108):

With time, as bicycle levels increase there may be a desire to add a designated bike lane in place of shared lane markings. For many of the roadways this would mean removing on-street parking or widening the roadway. Where the removal of on-street parking is not an option or not desired, the cost to add bike lanes to the roadway independent of a road reconstruction project would be significant. Thus, to maximize the impact of finite resources bicycle lanes should be implemented when the road is completely reconstructed.

In 2016, the City created the [Ad-Hoc Rail District Committee](#) which was tasked with recommending an attractive streetscape that creates a walkable environment designed for the safety, comfort, convenience, and enjoyment for all modes of transportation throughout the corridor. The recommendations of the Ad-Hoc Rail District Committee Plan recommended improving pedestrian crossings with bump-outs and better crosswalks along S. Eton. The Committee placed a greater emphasis on enhancing pedestrian crossing near Hazel St. instead of Villa as the Multi-Modal Transportation Plan does. The Committee also recommended concepts with the addition of bike lanes or sharrows to S. Eton from Yosemite to 14 Mile.

In 2019, parking on the west side of S. Eton, north of Lincoln Ave was removed and temporary road striping with bollards was placed as a trial along S. Eton as an effort to reduce crosswalk distance, provide a protected bike lane, and narrow the street to reduce vehicular speeds. The temporary striping and bollards aligned with the short term recommendations of the Multi-Modal

Transportation Plan. After the trial period, the MMTB was tasked with evaluating the impact of the road pattern on pedestrian, bicycle, and automobile safety.

In September of 2021, The City's traffic engineering consultants Fleis & Vandebrink (F&V) provided an analysis of the S. Eton striping which includes before and after data for pedestrians, bicyclists, and motorists while comparing accident counts, traffic counts, and traffic speed. The results of the analysis showed that the addition of a bike lane reduced crashes, increased the number of bicyclists, and did not have a significant impact on the adjacent roadway speeds. The final recommendation of the analysis is that a bike facility along S. Eton Road be made permanent, given the following data:

- *The result of the analysis showed an overall crash reduction of 44%.*
- *Vehicle - pedestrian crashes were eliminated*
- *Bicycle volumes more than doubled during the afternoon and over 80% higher on Saturday.*

In September of 2021, the City also posted a survey regarding S. Eton on Engage Birmingham in order to obtain resident feedback on current and future designs. Results showed that respondents liked having a protected bike lane along S. Eton, however improvements could be made. Complaints were that the bollards and armadillo dividers were unsightly, the bike lane would collect sticks and debris that are hazardous to riders, and the beginning and ending of the lanes were inconvenient for cyclists due to lane changes and riding against traffic. The poll has been available since 2021 and recently pulled data is included in the attachments.

On October 7th, 2021 ([Agenda – Minutes](#)), the Multi-Modal Transportation Board reviewed the analysis report from F&V of pedestrian, bicycle, and vehicular traffic before and after the striping on S. Eton Road. Results of the Engage Birmingham survey were also reviewed. The board discussed the pros and cons of the current design, and how an opportunity for a more permanent design should be considered when the City repaves S. Eton projected for the summer of 2024.

In regards to public input related to the 2024 resurfacing design, the MMTB had six public meetings and three open houses between November 2022-2023. The first two open houses were for staff and consultants to obtain feedback from residents and forward the information to the MMTB. The third open house was to provide an opportunity for the public to review and comment on the final recommended design before the City Commission hearing on July 24th, 2023. Further information on public input can be found in the "Public Communications" section below.

The Multi-Modal Transportation Board coordinated with City staff and consultants to explore a variety of options for S. Eton's design throughout the entire process. All concepts had pros and cons and involved trade-offs for pedestrians, cyclists, and vehicles. The concepts that were considered but not selected are provided at the end of the attachments for review.

With regards to the existing trial design, there has been a positive response regarding improved visibility from the removal of parking on the west side of the street, and general consensus has been in favor of a designated bike lane. Issues with the way the current bike lanes begin and end have been raised, and the armadillo buffers have created difficulties in keeping the bike lane free of debris. The City's Police, Engineering, and Planning Divisions have also expressed concerns about the number of driveway and street conflicts where vehicles are not anticipating a cyclist traveling against the regular flow of traffic. **Hence, the MMTB**

considered ways to design S. Eton with bike lanes on each side of the road traveling with the flow of traffic.

For the section of S. Eton between Lincoln Ave to Yosemite, the MMTB considered options that involved widening the paved right-of-way to accommodate safer multi-modal amenities. Doing so would allow the City to maintain on-street parking and have wider safety buffers between the vehicle lanes, parking lanes, and bike lanes. Potential bike lane locations were reviewed above the curb which could act as a natural buffer, or below the curb on the street level with additional space for paint striping and bollards.

The issue with alternatives that involve widening the paved right-of-way north of Lincoln Ave is that they require additional pavement on the west side of the road, placing the bike lane closer to the residential homes. The homes on S. Eton north of Lincoln Ave front along their residential street with small sideyard setbacks and garages with short driveways that face S. Eton. The option of widening S. Eton north of Lincoln Ave significantly reduces the right-of-way driveway length of the residents along this corridor. A number of local residents spoke out against this option and the MMTB was not amenable to greatly reducing driveway lengths on this section of S. Eton. The MMTB was also concerned that moving the curb is costly.

The MMTB also considered options that involved eliminating on-street parking on the east side of the street, adjacent to the commercial businesses of the Rail District. Doing so would allow more buffer space between the vehicular lanes and bike lanes without having to widen the paved right-of-way. Removing on-street parking would also resolve concerns about a lack of visibility when turning out of the Rail District onto S. Eton. There are currently 51 parking spots along S. Eton north of Lincoln Ave, though staff and consultants typically observed a range of 10-30 spaces used throughout the spring during different times of the day. All of the businesses along S. Eton are required to provide on site parking per the Zoning Ordinance requirements, though the MMTB felt that maintaining some on-street parking should be explored. The MMTB requested that staff and consultants evaluate maintaining on-street parking where possible, while eliminating spaces near intersections and crosswalks to enhance visibility.

The MMTB also reviewed pedestrian bumpouts vs. pedestrian islands for S. Eton. Each of the enhancements would be accommodated with high visibility crosswalks and various types of signage to alert drivers. The preferred types of pedestrian crossings has an impact on the alternative cross sections under consideration, particularly where on-street parking is located in relation to the bike lane and vehicular lane. Pedestrian bumpouts would be associated with a design with parking along the curb, whereas pedestrian islands would be associated with a design where the bike lane is along the curb and "floating parking islands" are between the bike lane and vehicular lane. The general consensus was that pedestrian bumpouts were preferred to shorten the pedestrian crosswalk distance, therefore parking locations would have to be along the curb to accomplish this.

The desire of the MMTB to maintain on-street parking, provide pedestrian bumpouts, and maintain the existing curb width of 40' for S. Eton north of Lincoln led to a concept that aligns with the existing design of Birmingham's N. Eton between Yorkshire and Derby Road (north of Maple Rd). This was noted as "Alternative 2" when presented to the MMTB on June 1st, 2023. The proposed concept includes bike lanes going with the flow of traffic for the northbound and southbound lanes. On-street parking is maintained along the east side and setback 30 feet from any intersection or pedestrian crosswalk to enhance visibility when turning. This reduces the number of on-street parking spaces from 51 to 28. The bike lane is

located between the parking and travel lane in order to allow pedestrian bumpouts on the east side of the street as well. The northbound bike lane would have a 2'-3' buffer to create separation from the parking lane. Each bike lane would have a width of 5' and would not have a physical buffer between the vehicle travel lane.

On June 1st, 2023 ([Agenda - Minutes](#)), the MMTB approved a motion to recommend to the City Commission that S. Eton between Lincoln and Yosemite be designed as indicated in Alternative 2 with the condition that on-street parking spaces be setback 30 feet from all intersections and pedestrian crosswalks. Alternative 2 is the aforementioned concept modeling N. Eton with the existing 40' curb width, 5' painted bike lanes on each side of the road, on-street parking along the east side, and pedestrian bumpouts along the east side.

For the section of S. Eton between Lincoln Ave and 14 Mile, the MMTB wanted to consider extending designated bike lanes. Doing so would enhance multi-modal connectivity as Royal Oak's bike network connects to S. Eton via Cooper Ave on the south side of 14 Mile. Cycling maps provided by SEMCOG and Strava Global Heatmap indicate this area as a major north-south connector for the region. Staff recommends that the design south of Lincoln align with the recommendations of the design to the north so that there is no abrupt change traveling across Lincoln Ave.

The existing street width of S. Eton between Lincoln Ave and 14 Mile is 28' with two vehicular lanes and on-street parking along the west side. The amenity zone between the sidewalk and the road is typically 23'. The existing setup has sharrows painted in the road to inform drivers to share the road with cyclists. If the City were to extend designated bike lanes from Lincoln to 14 Mile, additional pavement to widen the curbs would be required.

City staff, consultants, and the MMTB considered bike lanes above the curb vs on-street. Above the curb would be a higher level of difficulty for implementation due to the number of driveway crossings and grading concerns. Having the bike lane against the curb was also discussed, however this limits pedestrian bumpouts and requires "floating parking spaces" which can limit visibility.

In order to match the recommendations of the design north of Lincoln Ave, staff recommended "Alternative 1" for south of Lincoln Ave with street level bike lanes between the parking aisle and vehicular lane. This would require widening the western curb by 8' and widening the eastern curb by 5'. The right-of-way in front of the residential homes would be reduced from 23' to 15'-18', though the homes along this section all front S. Eton with rear yard garages. The homes south of Lincoln do not have small sideyard setbacks facing S. Eton with garages and short driveways like the homes north of Lincoln Ave - hence staff and the MMTB were more amenable to recommending that the paved right-of-way be widened to accommodate designated bike lanes.

On June 1st, 2023 ([Agenda - Minutes](#)), the MMTB approved a motion to recommend to the City Commission that S. Eton between Lincoln Ave and 14 Mile be designed as indicated in Alternative 1, widening the street from 28' to 41' to accommodate designated bikes lanes, vehicular lanes, and on-street parking.

At this time, widening the curbs for additional pavement and designated bike lanes extending from Lincoln Ave to 14 Mile is not incorporated in the City's budget for the S. Eton road resurfacing project. Incorporating the design for enhanced multi-modal features would be contingent upon receipt of a Transportation Alternative Program Grant (TAP Grant), or amending the FY23-24 budget and Capital Improvements Fund.

City staff has discussed the upcoming road project with SEMCOG and MDOT liasons for the TAP Grant program. Both SEMCOG and MDOT have recommended that Birmingham enhance multi-modal connectivity at the intersection of N. Eton, S. Eton, and Maple where the viaduct for the railroad bridge exists. A large portion of TAP Grant approvals emphasize the importance of connectivity. Both organizations have commented that they do not want to see a bike lane abruptly end in a busy intersection, they want to see it connect to other destinations and bike networks.

City staff has held discussions with the owners of Big Rock about a potential 5' easement for the grassy downhill portion of the property north of the historic building. Renderings indicating the northbound bike lane merging into a 10 ft shared use path at the intersection of S. Eton and Maple is intended to guide users who wish to use the sidewalk under the railroad to connect to E. Maple and/or N. Eton. The owners of Big Rock were amenable to working with the City on a potential easement for a shared use path, and such an agreement was included in the Planning Board's conditions of approval for Big Rock's SLUP review on July 12th, 2023 ([Agenda](#)).

When the proposed northbound bike lane crosses Yosemite, users may either travel onto the 10' shared use path and go beneath the railroad on the Maple Rd. sidewalk, or merge into the northbound vehicular lane which will be accommodated with sharrows guiding cyclists through the intersection to N. Eton with "Share the Road" signage placed throughout the intersection for additional safety.

The City's traffic consultants have created a plan view with detailed renderings for S. Eton that reflect the recommendations of the MMTB as well as recommendations from SEMCOG and MDOT for TAP eligibility. Such plans are attached for review which also include greater details regarding high visibility pedestrian crosswalks and pedestrian signage.

LEGAL REVIEW:

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

FISCAL IMPACT:

Funding for S. Eton resurfacing from 14 Mile to Yosemite within the existing curb widths has been budgeted for and allocated from the Capital Improvements Fund for FY 2023-24. In order to implement the recommendation for designated bike lanes connecting Lincoln to 14 Mile, as well as the improvements from Villa to Maple, the City must receive approval for a TAP Grant.

SUSTAINABILITY:

Additional bike lanes may encourage more non-motorized transportation and reduce overall vehicle miles traveled.

PUBLIC COMMUNICATIONS:

The MMTB held six public meetings, and staff held three open houses which occurred on the following dates:

- November 3rd, 2022 MMTB meeting ([Agenda](#) – [Minutes](#))
- December 1st, 2022 MMTB meeting ([Agenda](#) – [Minutes](#))
- January 17th, 2023 S. Eton Resurfacing Open House #1 ([Content](#))
- February 2nd, 2023 MMTB meeting ([Agenda](#) - [Minutes](#))
- March 2nd, 2023 MMTB meeting ([Agenda](#) - [Minutes](#))
- April 18th, 2023 S. Eton Resurfacing Open House #2 ([Content](#))
- May 4th, 2023 MMTB meeting ([Agenda](#) - [Minutes](#))
- June 1st, 2023 2023 MMTB meeting ([Agenda](#) - [Minutes](#))
- July 19, 2023 S. Eton Resurfacing Open House #3 ([Content](#))

The alternative concepts for the MMTB to review were posted online in each agenda along with a summary of each design. Letters were sent to all property owners along S. Eton to notify residents of each of the three open houses. The open houses were accompanied by social media posts and constant contact emails to notify residents of review and input opportunities. Residents were informed that feedback from the open houses would be considered at the next Multi-Modal Transportation Board or City Commission meeting. Comment cards from the most recent open house are attached in the agenda. Resident comment cards and letters from previous open houses and meetings are hyperlinked in their respective agendas.

SUMMARY:

The Planning Division requests that the City Commission consider the proposed reconfiguration of S. Eton Street from 14 Mile to Maple with bike lanes on each side of the street, new pedestrian bumpouts, new pedestrian crosswalk signage, and on-street parking setback 30' from intersections and pedestrian crosswalks.

ATTACHMENTS:

1. Final cross sections recommended by the MMTB June 1st, 2023
2. Final plan view recommended by MMTB with enhanced Villa to Maple for TAP Grant
3. Project goals and overview
4. Project boards from S. Eton Resurfacing Open House #3
5. Complete Streets Resolution, 2011
6. Eton Rd Corridor Plan, 1999
7. Multi-Modal Transportation Plan, 2013
8. Ad Hoc Rail District Committee Report, 2016
9. Fleis & Vandebriek S. Eton Striping Before & After Study - September 30th, 2021
10. Engage Bham S. Eton Bikeway Survey
11. July 12, 2023 Open House comment cards
12. [Royal Oak Bike Network](#)
13. [Troy, MI Bike Network](#)
14. [SEMCOG Bike Network](#)
15. [Strava Cycling Global Heatmap](#)
16. Alternative Concepts Considered by MMTB, March 2023 –June 2023

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the reconfiguration of S. Eton Street from Lincoln to Yosemite with Alternative 2 as recommended by the Multi-Modal Transportation Board and indicated in the attached plan view;

AND

Make a motion adopting a resolution to approve the reconfiguration of S. Eton Street from 14 Mile to Lincoln Ave with Alternative 1 as recommended by the Multi-Modal Transportation Board and indicated in the attached plan view, with the condition that the City of Birmingham receive a TAP Grant to assist in funding the recommended enhancements;

AND

Make a motion adopting a resolution to approve the reconfiguration of S. Eton Street from Maple to Villa as recommended by the City staff and indicated in the attached plan view, with the condition that the City of Birmingham receive a TAP Grant to assist in funding the recommended enhancements.

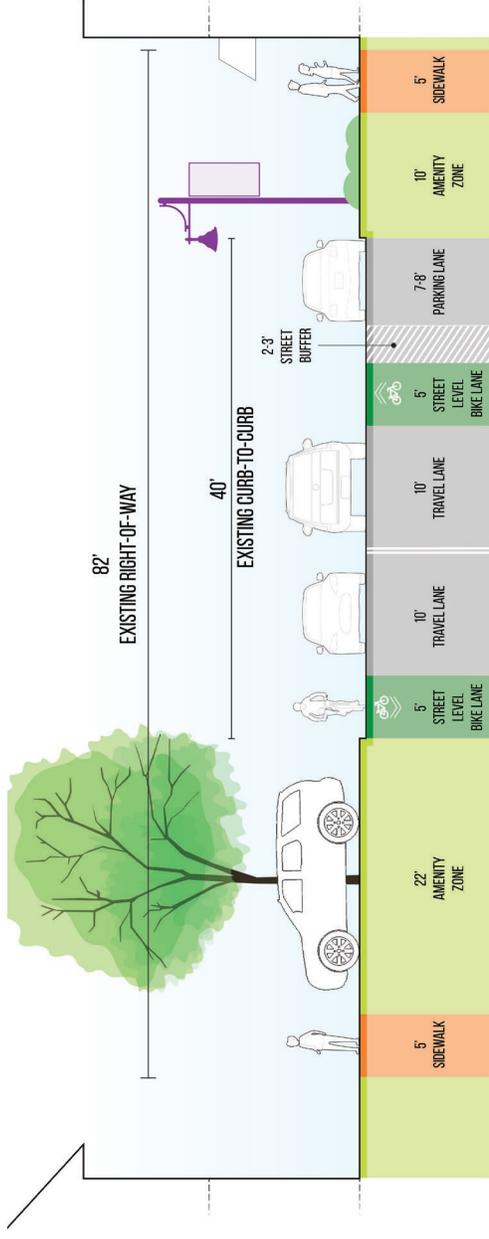
AND

Make a motion adopting a resolution to authorize City staff to complete a TAP Grant application in support of the proposed S. Eton resurfacing with additional multi-modal amenities with the funding match amount up to 50 percent as approved in the F.Y. 2023-2024 budget, with Senior Planner Brooks Cowan and Engineering Director Melissa Coatta to act as the representatives on behalf of the City of Birmingham's project development, with the City of Birmingham committing to owning and operating the proposed multi-modal facilities in perpetuity, and for the City of Birmingham to be responsible for all engineering, permits, administration, potential cost overruns, and any non participating items.

SETON MMTB FINAL RECOMMENDATIONS - JUNE 1ST, 2023

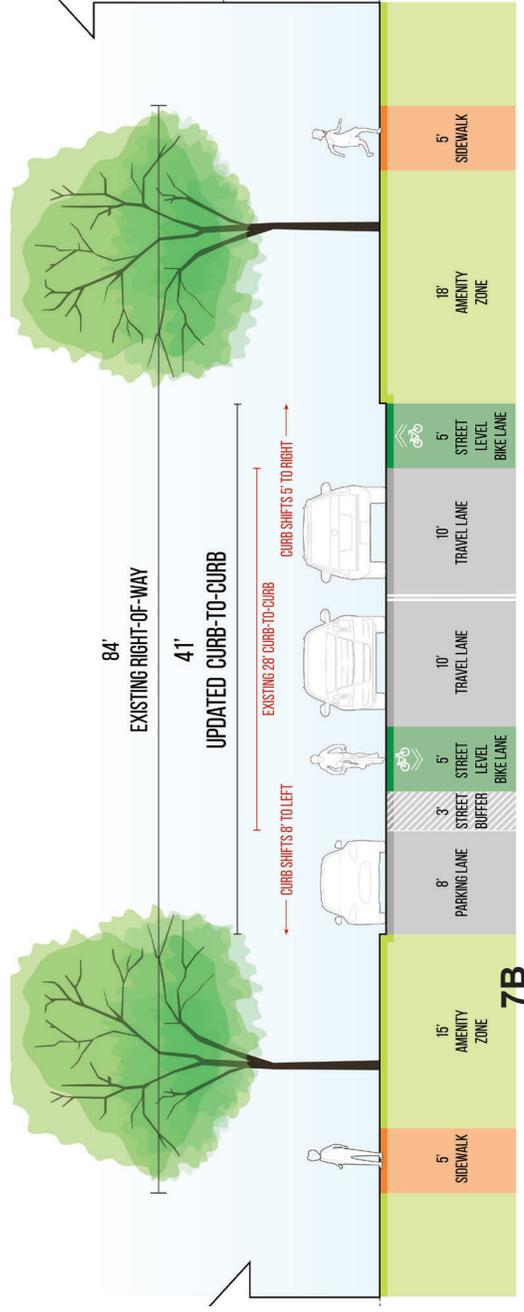
NORTH OF LINCOLN ALTERNATIVE

- Curbside Parking Lane Option
- On-street NB and SB bike lanes with on-street parking along east curb
- Includes bumpouts on east side of the street, removal of some on-street parking spaces near intersections with low visibility
- Parking lane can be 7-8' and street buffer can be 2-3' in width
- Fits within existing 40' curb-to-curb



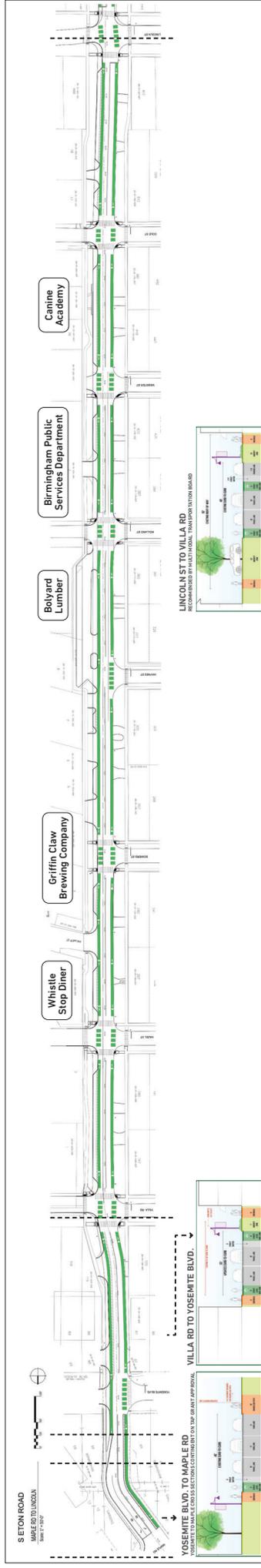
SOUTH OF LINCOLN ALTERNATIVE

- Curbside Parking Lane Option
- On-street NB and SB bike lanes with on-street parking along west curb
- Includes bumpouts built out at intersections
- Curb-to-curb extended from existing 41' to updated 41'



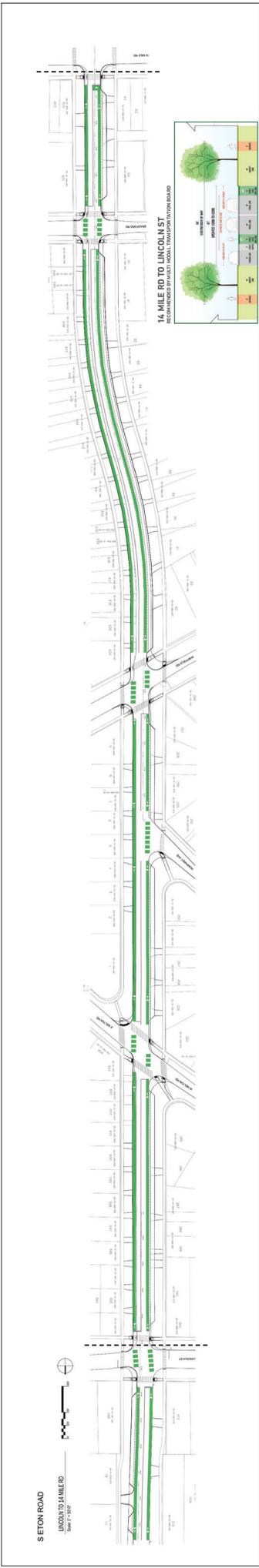
7B

SETON CORRIDOR: MAPLE RD TO LINCOLN ST REDESIGN



NOTE: ALL CROSS SECTIONS ARE FROM THE PERSPECTIVE OF LOOKING NORTH.

SETON CORRIDOR: LINCOLN ST TO 14 MILE RD REDESIGN



NOTE: ALL CROSS SECTIONS ARE FROM THE PERSPECTIVE OF LOOKING NORTH*

SETON STREET
REDESIGN ALTERNATIVE

PUBLIC WORKSHOP | SETON STREET SOUTH SECTION ALTERNATIVE

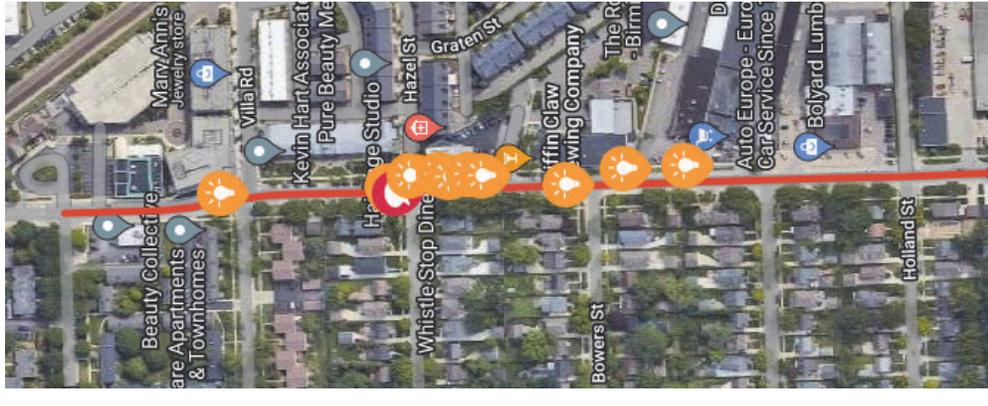
THE MULTIMODAL TRANSPORTATION BOARD AND CITY STAFF ADJUSTED THE PROJECT GOALS BASED ON PUBLIC COMMENT AND DETAILED EVALUATION OF ALTERNATIVES

PROJECT GOALS

- 1 SAFETY FOR ALL USERS
- 2 ENHANCE PEDESTRIAN CROSSINGS
- 3 IMPROVE VISIBILITY AT CROSS STREETS
- 4 SMOOTH TRAFFIC FLOW, LOW SPEEDS
- 5 SEPARATE LANES FOR BIKES
- 6 LIMIT IMPACTS ON HOMES AND BUSINESSES ALONG S ETON
- 7 DESIGN THAT FITS THE CITY'S BUDGET

INTERACTIVE MAP

- An online, interactive map tool was provided online for community members to provide location-specific comments.



INTERACTIVE MAP

"Look at eliminating or reducing street parking on east side points of emphasis: Griffin Claw, Hazel (Whistle Stop, Webster, Cole"

"Traffic at Eton+Hazel is dangerous...It is hard to see around parked cars and lighting at night is nonexistent"

"Difficult to pull out of Griffin Claw and see traffic in both directions"

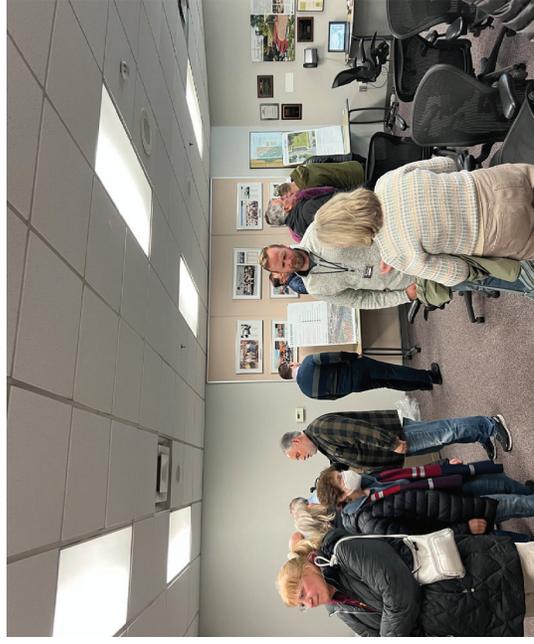
"Must create a safe place to cross around Griffin Claw and Whistle Stop... Something with clear separation. I'm concerned with safety, too many distracted drivers."

"Cole St + Eton are dangerous to cross due to blind spots"



SUMMARY OF PUBLIC WORKSHOP DISCUSSIONS (WORKSHOPS HELD IN JANUARY, APRIL, AND JUNE)

- Desire to make it easier to cross Eton, including bumpouts and flashing signage
- One-way on-street bike lanes were preferred, not a 2-way cycle track or raised bike lane
- Support removing on-street parking near intersections to improve sight distance
- Most support some on-street parking
- Residents don't like bollards
- Residents along S Eton do not want the curbs to move (to protect green space and driveway storage areas)
- Bike users prefer extending bike lanes south of Lincoln Ave, residents along S Eton prefer no change
- Residents want to see drainage improved



DESIGN FACTORS CONSIDERED BY MMTB

- Improving pedestrian crossings was the most important goal
- The Board prefers directional bike lanes and the majority wanted to extend bike lanes to 14 Mile Rd
- Sight distance needs to be improved
- Provide curbed bumpouts
- Board prefers painted bike lane buffers over raised along with parking lane buffer
- Residents want adequate space to park cars between sidewalk and the curb
- Concern with removal of all the on-street parking
- Parking recommended to be set back 30' from the corner

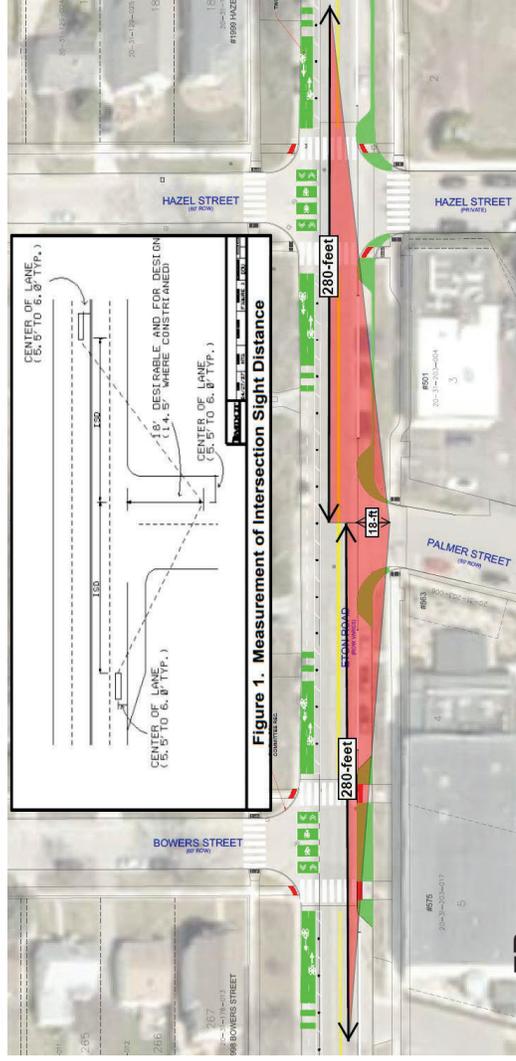
TOP BUFFER OPTIONS



RUMBLE STRIPS

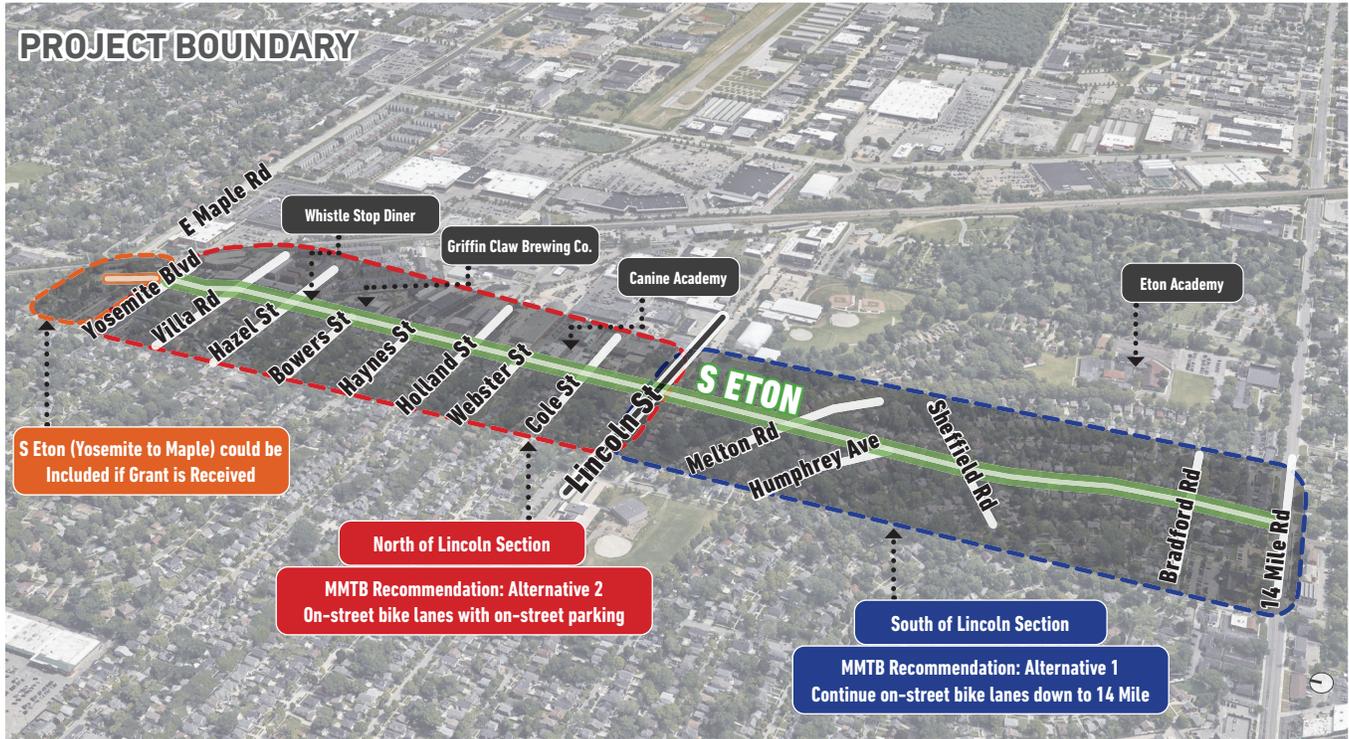


STRIPED PAINTED BUFFER



S ETON REDESIGN PROJECT PURPOSE AND GOALS

MULTI MODAL TRANSPORTATION BOARD RECOMMENDATIONS



SELECTED ALTERNATIVES SHOWN ON ADDITIONAL BOARDS

PROJECT GOALS

- 1 SAFETY FOR ALL USERS
- 2 ENHANCE PEDESTRIAN CROSSINGS
- 3 SMOOTH TRAFFIC FLOW
- 4 INCREASE BIKE USAGE
- 5 IMPROVE VISIBILITY AT CROSS STREETS
- 6 PROVIDE ROOM FOR TRUCKS
- 7 IMPROVE SIDEWALKS/LIGHTING
- 8 DESIGN THAT FITS THE CITY'S BUDGET

CONNECTION TO BIKE NETWORK



S ETON REDESIGN UPDATED ON-STREET PARKING

EXISTING ON-STREET PARKING (2023)

20ft = 1 space

*City standard for requesting on-street parking

ON-STREET PARKING

PUBLIC OFF-STREET SPACES



TOTAL EXISTING ON-STREET PARKING SPOTS: 51

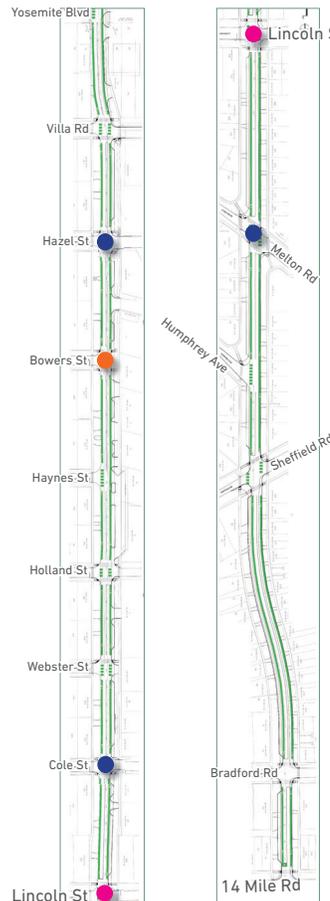
PROPOSED DESIGN ALLOWING SOME ON-STREET PARKING BUT REMOVING PARKING CLOSE TO THE CORNERS



TOTAL UPDATED ON-STREET PARKING SPOTS: 28

PEDESTRIAN ENHANCEMENTS

- Enhanced high visibility crosswalks
- Gateways and signs
- Amenities to alert drivers (signs, flashing beacons, etc.)
- Bump-outs to reduce crossing distance at every intersection
- Safer crossing at busy intersections



Gateway Treatment (Brown St) Bump-Outs



Pedestrian Signs



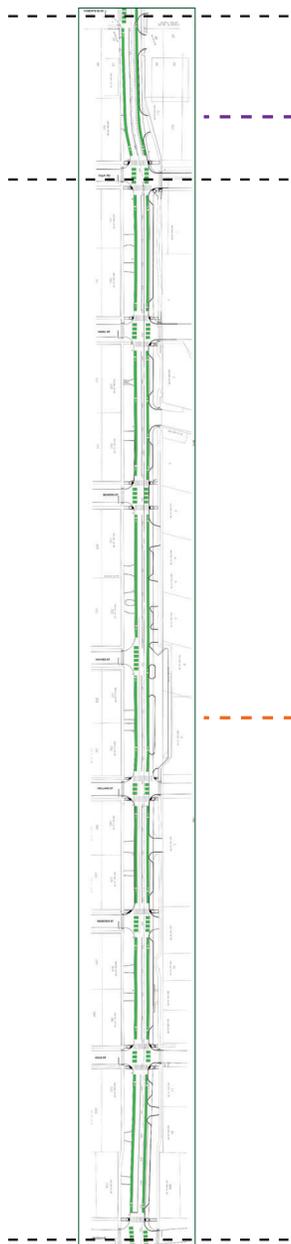
RRFB's



S ETON REDESIGN NORTH ALTERNATIVE

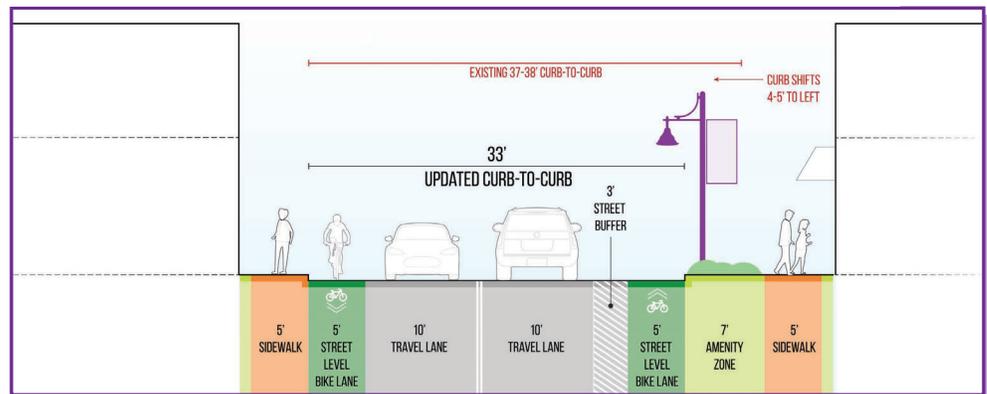


EXISTING PAINTED BUMP-OUTS WILL BE CURBED



VILLA RD TO YOSEMITE BLVD (LOOKING NORTH)

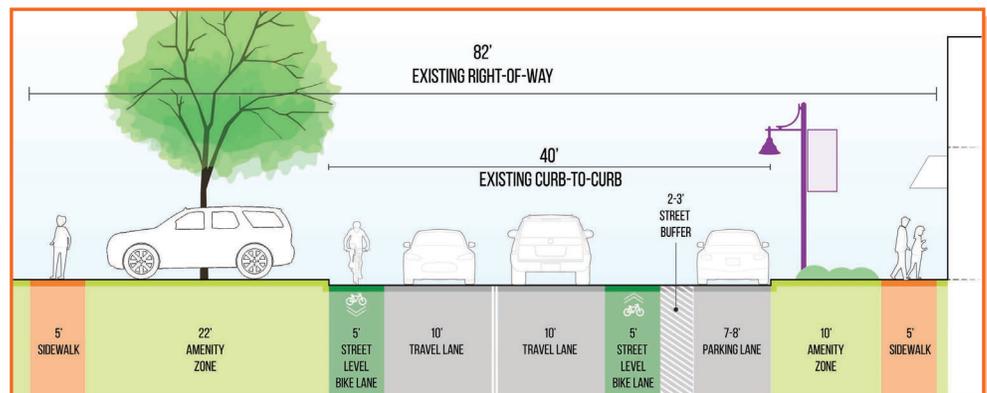
CROSS SECTION WITH ROAD NARROWING IS CONTINGENT UPON APPROVAL FOR TAP GRANT, OTHERWISE IT WILL MIRROR DESIGN OF LINCOLN ST TO VILLA RD



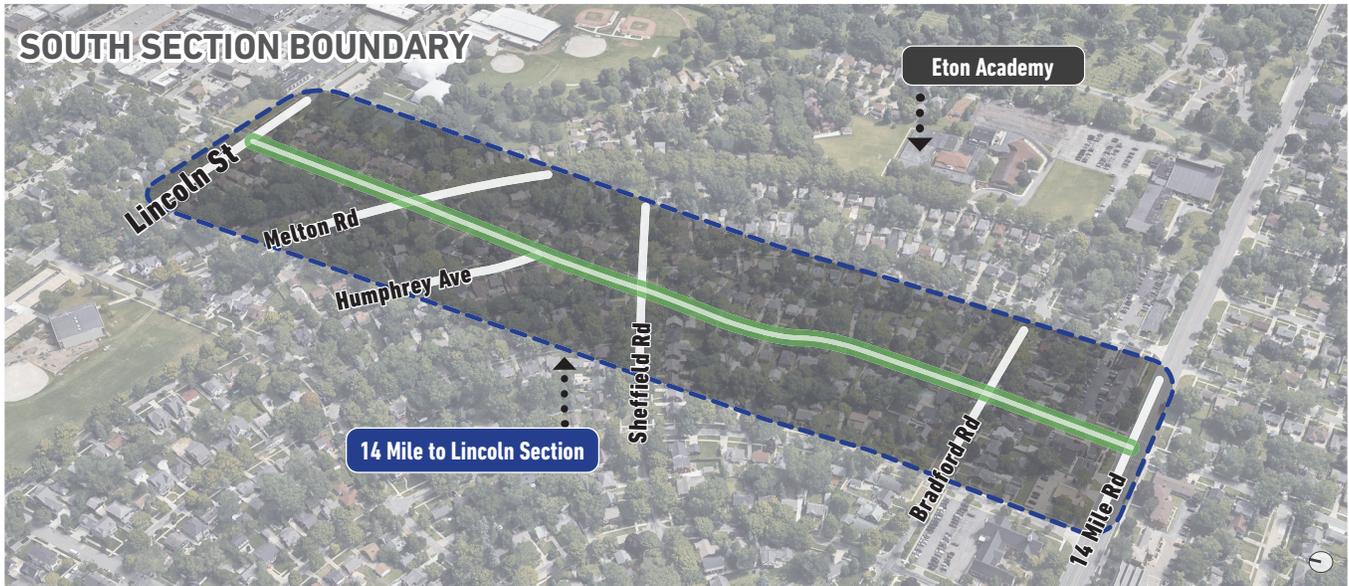
LINCOLN ST TO VILLA RD (LOOKING NORTH)

RECOMMENDED BY THE MULTI MODAL TRANSPORTATION BOARD

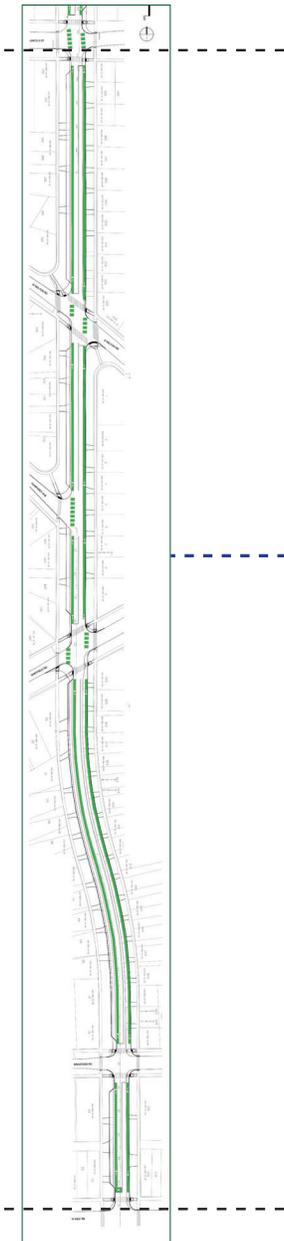
NEW DESIGN FITS WITHIN CURB, REPLACES 2-WAY CYCLE TRACK WITH DIRECTIONAL BIKE LANES



S ETON REDESIGN SOUTH ALTERNATIVE

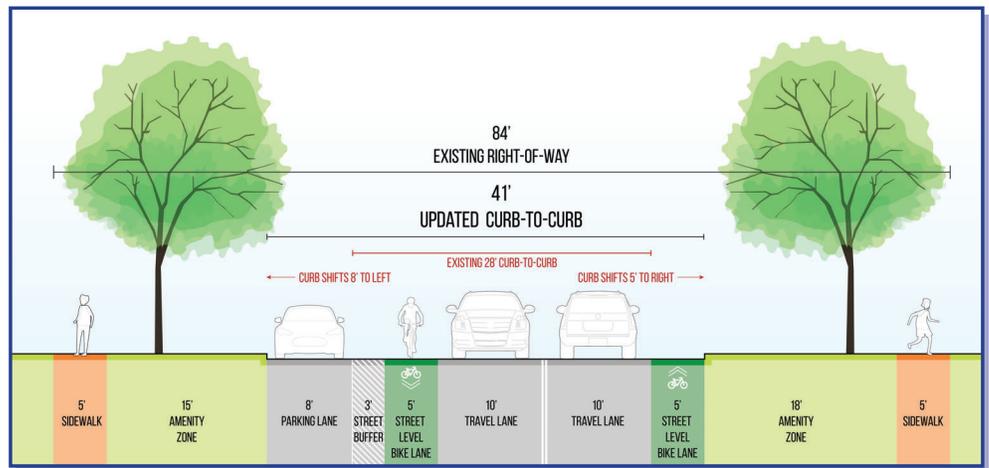


EXISTING PAINTED BUMP-OUTS WILL BE CURBD



14 MILE TO LINCOLN ST (LOOKING NB)

RECOMMENDED BY THE MULTI MODAL TRANSPORTATION BOARD

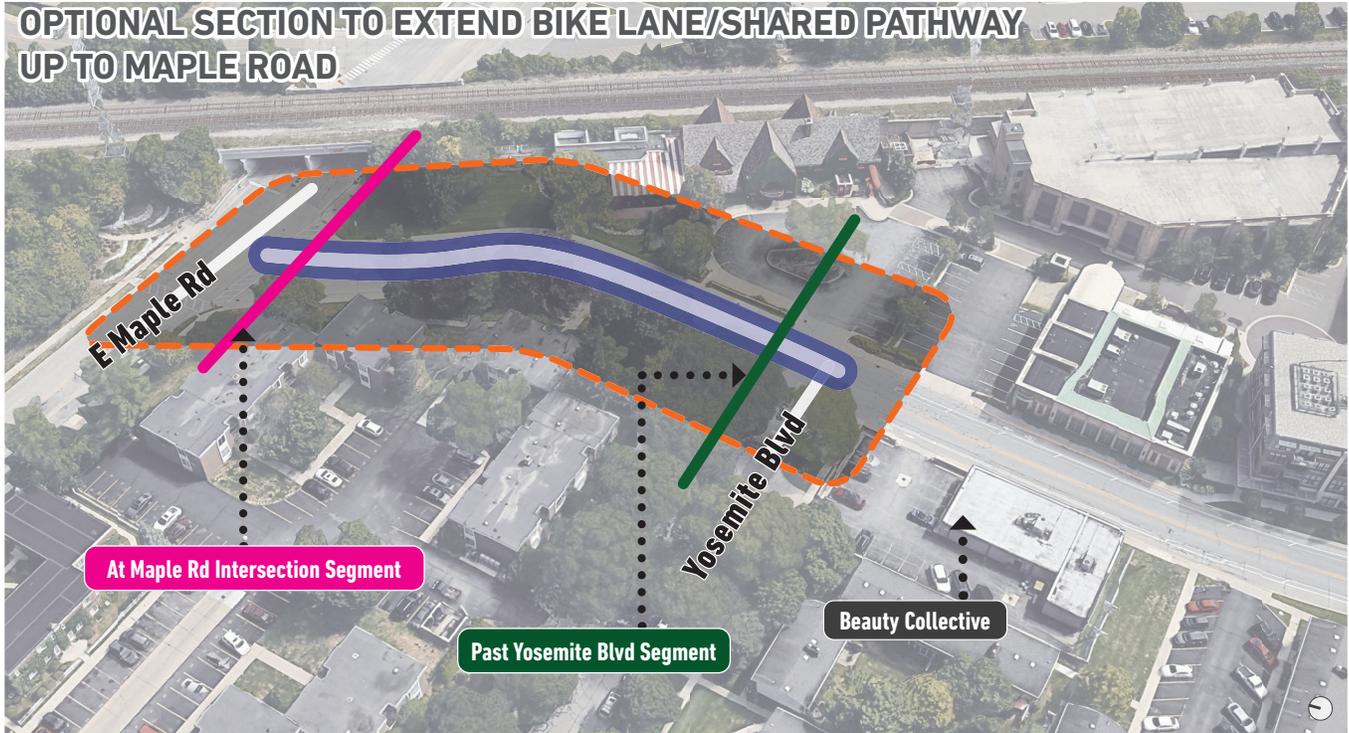


ALTERNATIVE EXAMPLES



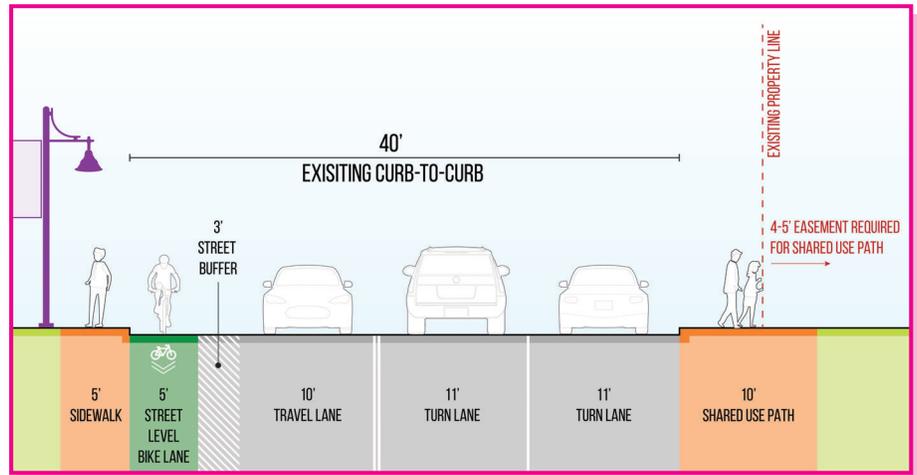
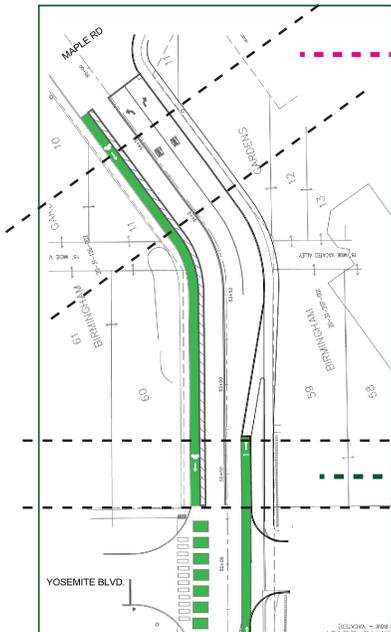
S ETON REDESIGN YOSEMITE TO MAPLE OPTION*

OPTIONAL SECTION TO EXTEND BIKE LANE/SHARED PATHWAY UP TO MAPLE ROAD

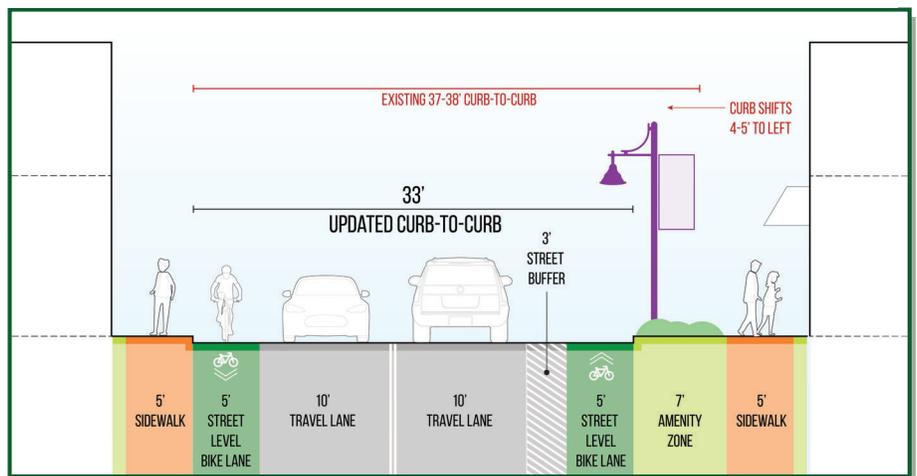


*IF TRANSPORTATION ALTERNATIVES PROGRAM GRANT IS APPROVED BY SEMCOG

S ETON ST AND MAPLE RD INTERSECTION (LOOKING NB)



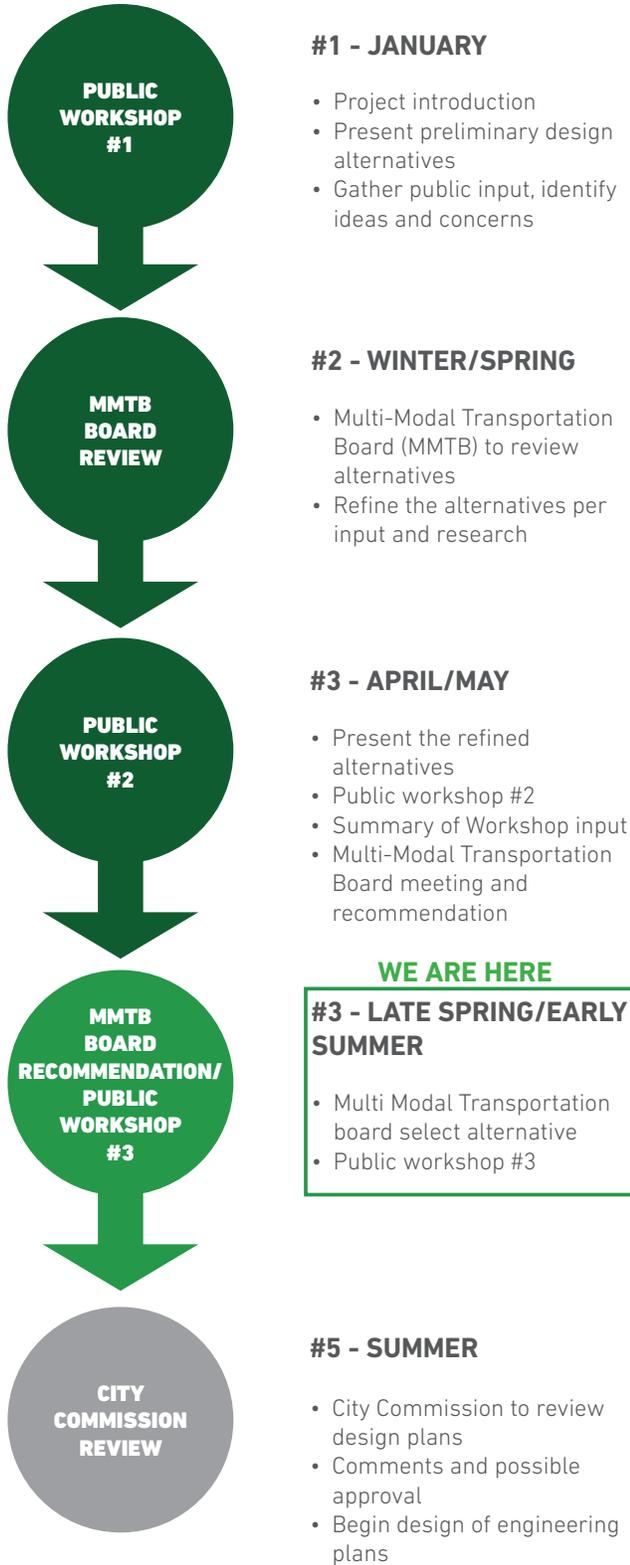
NORTH OF YOSEMITE BLVD (LOOKING NB)



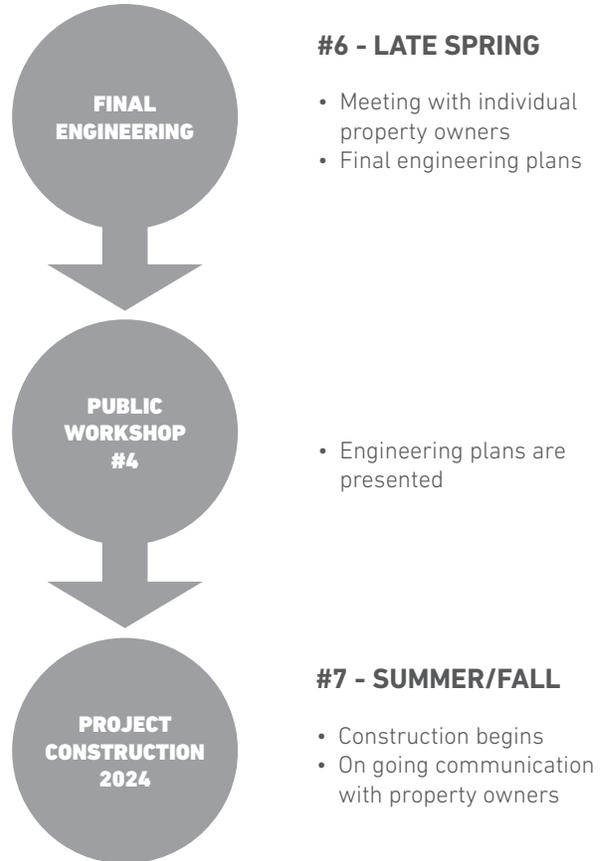
PROJECT SCHEDULE TENTATIVE TIMELINE

PROJECT SCHEDULE - TENTATIVE

2023 SCHEDULE



2024 SCHEDULE





**BIRMINGHAM CITY COMMISSION
REGULAR MEETING, JULY 11, 2011
RESOLUTION # 07-185-11**

Present: Commissioners Dilgard, Hoff, McDaniel, Moore, Nickita, and Sherman
Absent: Mayor Rinschler

MOTION: Motion by Hoff, seconded by Dilgard:
To formally support the Complete Streets principles in the City of Birmingham:

WHEREAS, Complete Streets are defined as a design framework that enables safe and convenient access for all users, including pedestrians, bicyclists, transit riders, and drivers of all ages and abilities; and

WHEREAS, the Michigan Legislature adopted Public Acts 134 and 135 of 2010 to enact Complete Streets legislation that requires the Michigan Department of Transportation to consider all users in transportation related projects; and

WHEREAS, Complete Streets are achieved when transportation agencies routinely plan, design, construct, re-construct, operate, and maintain the transportation network to improve travel conditions for bicyclists, pedestrians, transit, and freight in a manner consistent with, and supportive of, the surrounding community; and

WHEREAS, development of multi-modal transportation infrastructure, including accommodations for pedestrian, bicycle, and transit riders, offers long-term cost savings by reducing costly infrastructure retrofits and opportunities to create safe and convenient non-motorized travel; and

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the public life and efficient movement of people than streets designed primarily to move automobiles; and

WHEREAS, increasing active transportation (e.g. walking, bicycling and using public transportation) offers the potential for improved public health, economic development, a cleaner environment, reduced transportation costs, enhanced community connections, social equity, and more livable communities; and

WHEREAS, existing City of Birmingham plans and policies already support principles that facilitate progress toward developing a network of Complete Streets consistent with the objectives of the Michigan Complete Streets legislation and with the practices promoted by the National Complete Streets Coalition; and

WHEREAS, Complete Streets principles have been and continue to be adopted nation-wide at state, county, MPO, and city levels in the interest of proactive planning and adherence to federal directives that guide transportation planning organizations to promote multi-modal transportation options and accessibility for all users; and

WHEREAS, the adoption of this Complete Streets Proclamation allows the City of Birmingham to remain competitive in the pursuit of future state transportation project funding.

NOW, THEREFORE, BE IT RESOLVED, that the City of Birmingham City Commission hereby declares its support of Complete Streets policies and further directs City staff to develop a set of proposed policies and procedures to implement Complete Streets practices to make the City more accommodating to all modes of travel, including walkers, bicyclists and transit riders, of all ages and abilities.

VOTE: Yeas, 6
 Nays, None
 Absent, 1 (Rinschler)

I, Laura M. Pierce, City Clerk of the City of Birmingham, do hereby certify that the above is a true and correct copy of a resolution adopted by the Birmingham City Commission at their regular meeting of July 11, 2011.



Laura M. Pierce
City Clerk



CORRIDOR PROFILE

Commercial and industrial uses predominate the eastern frontage which also includes neighborhood commercial uses. There is a continuous sidewalk along the western side of Eton Road that accommodates pedestrian access throughout the residential neighborhood and provides a connection to neighborhood businesses on the west side of the road. The east side of Eton Street consists of a discontinuous sidewalk system that is non-existent in some areas and interrupted by private parking within the ROW in other areas. A more pedestrian-friendly environment consisting of a unified sidewalk and streetscape system would enhance pedestrian circulation and provide improved access to neighborhood businesses on the east side of Eton Street.

Bicycle Circulation

A designated bike route runs along the west side of the corridor. This route is part of a regional bike path system that connects bike traffic from the west on Lincoln to Eton north of Maple. The addition of bike traffic within the Eton Road Corridor creates the potential for unsafe conditions and additional traffic conflicts. Eton Road lies within a ROW that ranges from 50 feet between Maple Road and Villa Road to 80 feet between Villa Road and Lincoln Drive. The current pavement width is 43 feet which accommodates two lanes of traffic with parking on both sides of the street. This dimension is sufficient to accommodate traffic safely and efficiently in this area provided that proper channelization and separation of vehicle, pedestrian, and bicycle traffic is provided.

The industrial and service uses that predominate the area are located on small sites with limited parking facilities. In many cases, property owners have paved their entire property and portions of the ROW to provide additional parking, detracting from the appearance of the area. On street parking and shared parking are heavily relied upon within the area.

ETON ROAD FUTURE LAND USE PLAN

In order to enhance the development potential of the sub-area, improved access to the property within the sub-area must be provided. Map 8 illustrates how this can be accomplished by developing one or two possible road configurations. The Eton Road Sub-Area Plan (Map 9) further illustrates how these connections can be made to connect the uses within the sub-area.

One road could intersect with Eton Road at Villa, south of the two existing Erb Lumber office buildings, run east and then southeast to intersect the eastern end of Cole. Holland and Cole should be improved and extended to intersect the proposed road. The proposed road would be parallel to the CN Railroad tracks and provide access to businesses as well as a buffer between the tracks and the businesses.

A second road configuration could be one that intersects Eton Road at Hazel Road. This road would also provide east/west access within the sub-area. In addition, it would provide access to a second north/south road that provides access through the north half of the sub-area from Hazel to Holland. This road would also provide significant opportunities for development within the district.

Each of these internal road configurations would provide improved access to the property within the sub-area and would facilitate future development. These alternative layouts will also provide improved access and visibility to the Amtrak station which is currently only accessible through a series of private access easements. New roads should be developed according to the standards of the City's Engineering Department in conjunction with future development proposals as they are submitted for City approval.

Direct access to Eton Road should be limited on the east side of the street and access drives serving new development should align with existing roads. Residential driveways directly accessing Eton Road should also be eliminated, if possible, to reduce the potential for vehicular conflict caused by vehicles backing out onto Eton Road.

As stated earlier, Eton Road is an important link in a regional urban bike route system. The current pavement width is more than adequate to accommodate a designated bike lane. Bicycle lanes provide dedicated space and increase motorist's awareness that bicyclists are welcome and encouraged on roadways, reducing the potential for conflicts.

3.3 ROAD CROSSING IMPROVEMENTS

DESCRIPTION

Road crossing improvements are needed in areas where there is demand to cross by pedestrians and/or bicyclists. These areas occur where a bike route crosses a collector or arterial road, a major bus stop or bus shelter is present, there is a long distance between crosswalks, or there is a high demand based on land use and population density.



There are many different types of countermeasures that can be used to improve the safety and visibility of pedestrians at crosswalks. Traffic speeds, traffic volume, number of lanes and location of the crossing in context to the surrounding land use will dictate what type of crossing improvement is appropriate for a specific location. In some instances the improvements are as simple as adding high visibility crosswalk markings and in others signalization may be needed.

For the most up-to-date guidelines please refer to all Chapters of the *MUTCD* and Chapter 3 & 4 of AASHTO's *Guide for the Planning, Design and Operation of Pedestrian Facilities*.

RECOMMENDATIONS

The exact solution for every crossing has not been determined; rather, the location and recommended countermeasure has been identified. Please note that these are initial recommendations and that each crossing needs to be studied further prior to implementation. Please refer to the Network Implementation Plan for specific recommendations on near-term crossing improvements.

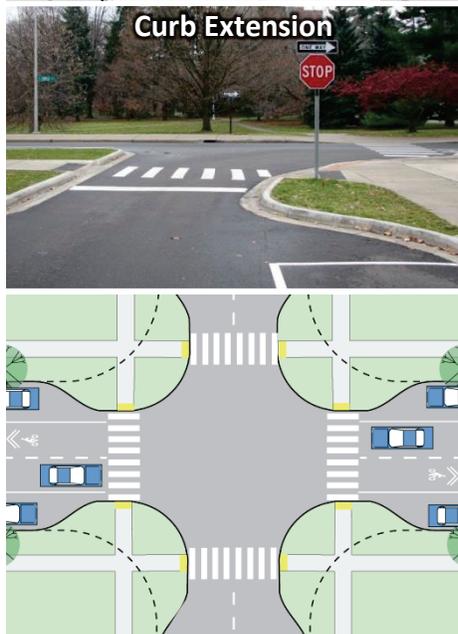
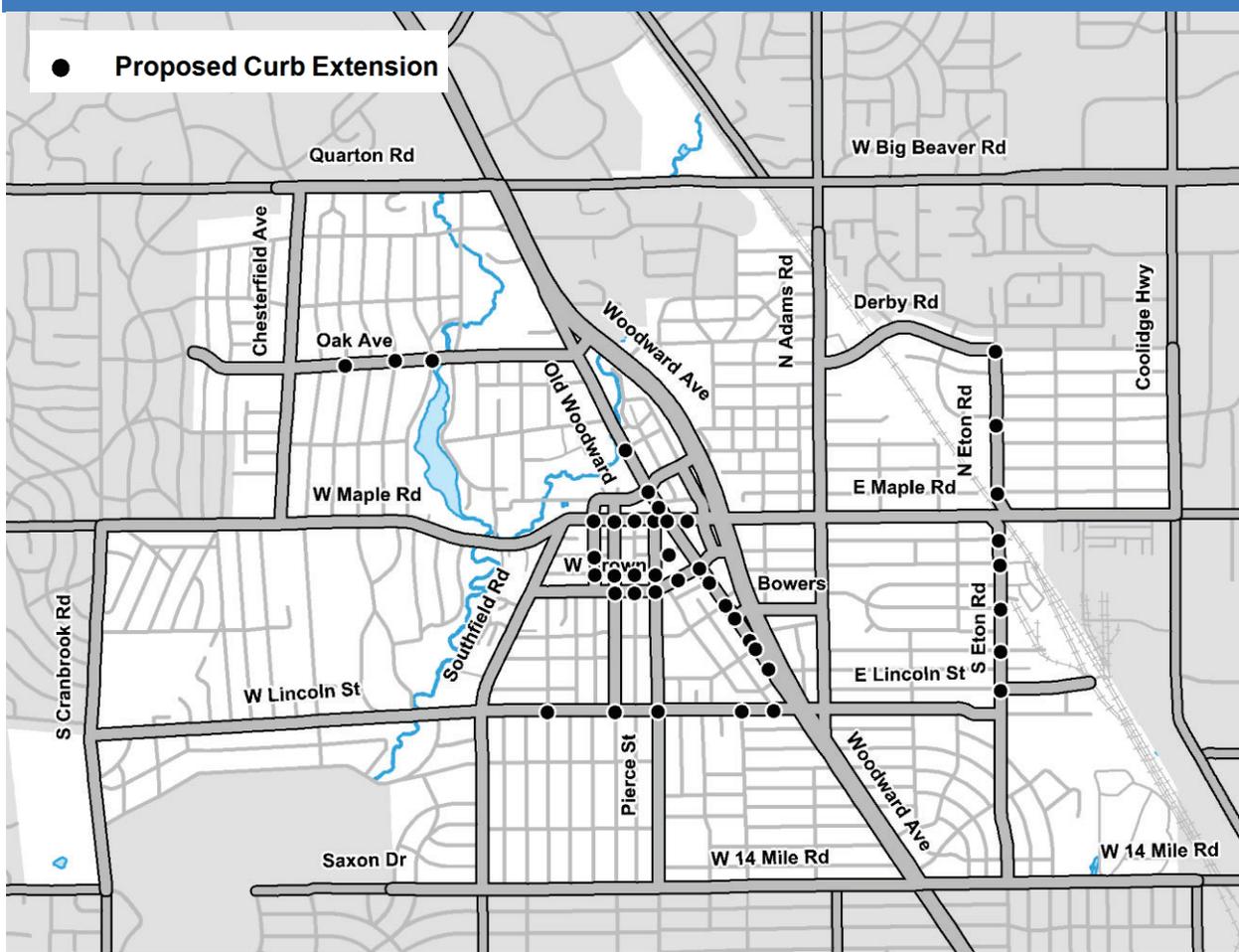
At signalized intersections it is recommended that leading pedestrian signals and signal countdowns be implemented.

Please refer to Fig. 3.3A, 3.3B and 3.3C for maps of the proposed crossing improvements.

Web Survey Results:

- Around 61% of respondents feel that mid-block crosswalks are very important or somewhat important to making future walking and bicycling trips actually happen

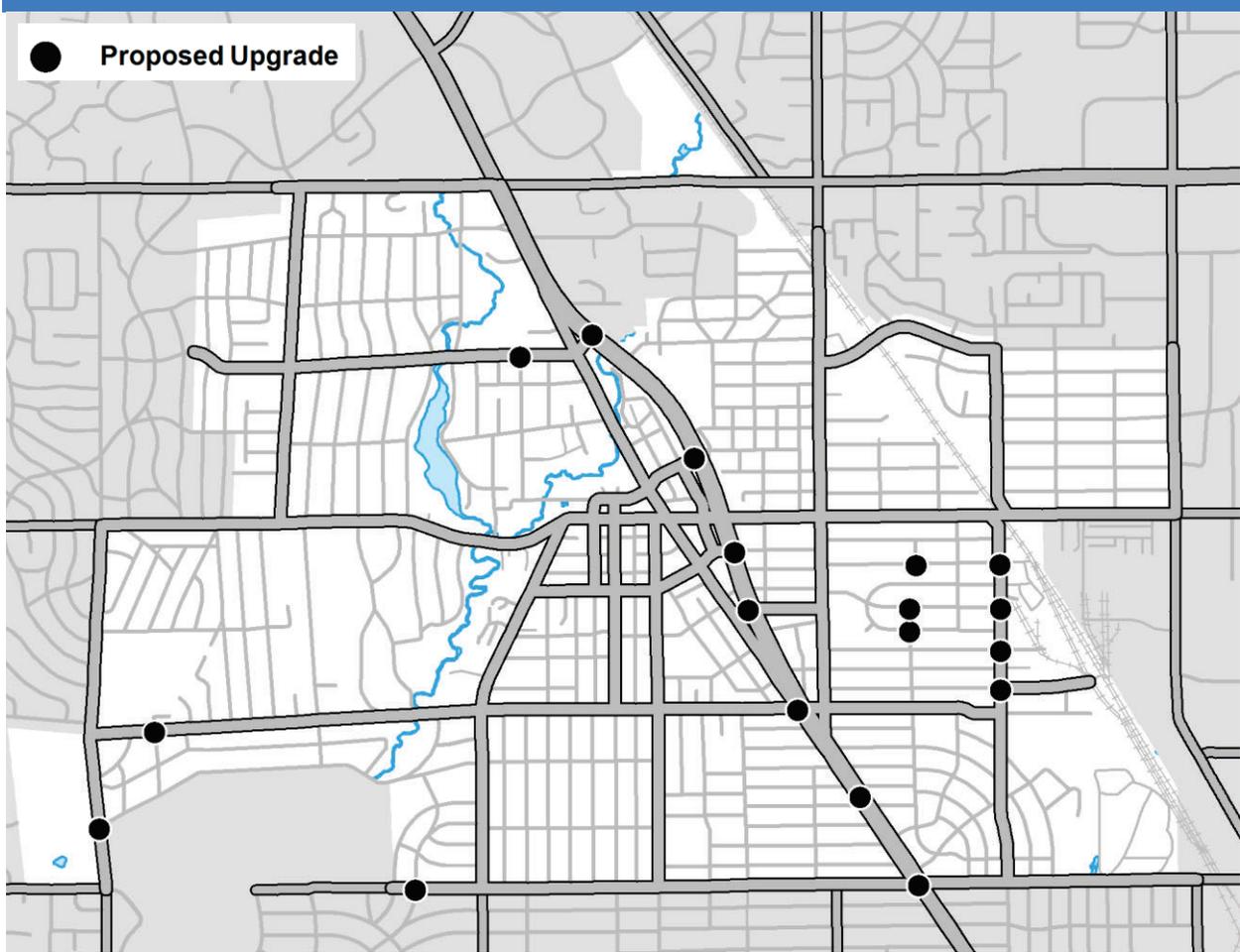
FIGURE 3.3A CROSSING IMPROVEMENTS – CURB EXTENSIONS



42 CURB EXTENSIONS ARE PROPOSED

- Curb Extensions reduce the effective street width by extending the sidewalk or curb into the parking lane
- Curb Extensions shorten the pedestrian’s crossing distance and increase visibility between pedestrians and motorists
- Curb Extensions create small curb radii that control traffic speeds around corners
- Curb Extensions reduce the effective street width which encourages motorists to drive slower
- When curb extensions are used on a road with bike lanes, the bike lane continues past the curb extension
- Landscaping may be incorporated

FIGURE 3.3C PROPOSED CROSSING IMPROVEMENTS – UPGRADES



High Visibility Crosswalk Markings



Curb Ramps with Detectable Warnings

18 ROAD CROSSING UPGRADES ARE PROPOSED

Many of the proposed improvements include upgrades such as ramps, detectable warnings, pedestrian signals, and high visibility crosswalk markings.

Please refer to the Network Implementation Plan and Special Area Concept Plans for more details.

3.4 BIKE LANES

DESCRIPTION

Bike lanes are a designated space in the roadway for bicyclists to travel with the flow of traffic. Pavement striping, markings and signage are used to delineate the lane. A striped bicycle lane or designated paved shoulder within the roadway is usually the safest place for a cyclist to ride.



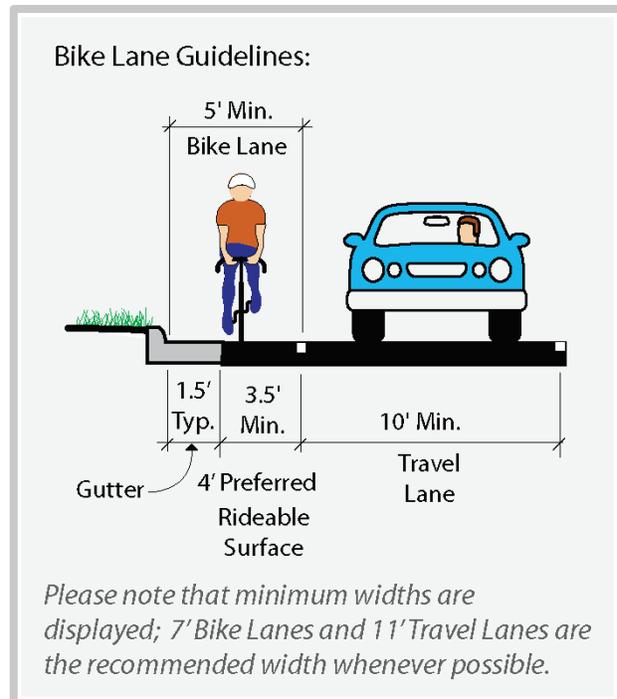
For the most up-to-date guidelines please refer to Chapter 9 of the *MUTCD*, Chapter 4 of *AASHTO's Guide for the Development of Bicycle Facilities*, and the Bike Lane section of *NACTO's Urban Bikeway Design Guide*.

RECOMMENDATIONS

There is potential to add bike lanes on a number of the primary roads in the near future as part of CIP projects and by simply re-striping the roadway. Please refer to the Network Implementation Plan for more details.

For some roadways, the cost to add bike lanes independent of a road reconstruction project would be significant. Thus, to maximize the impact of finite resources, long-term improvements are expected to be implemented when a road is completely reconstructed (not just resurfaced).

Eventually, bike lanes should be added to all arterial and collector roadways and significant local roadways. Generally roads with ADTs below 3,500 vehicles per day do not require bike lanes.



Please refer to Fig. 3.4A for a map of the proposed bike lanes.

3.5 BUFFERED BIKE LANES

DESCRIPTION

Buffered bike lanes are conventional bike lanes paired with a designated space separating the bicycle lane from the motor vehicle lane. Similar to bike lanes, bicyclists travel with the flow of traffic. Pavement striping, markings and signage are used to delineate the lane.

When the buffer area between the bike lane and motor vehicle lane has a physical barrier, such as curbs, the facility is called a cycle track.

For the most up-to-date guidelines please refer to Chapter 9 of the *MUTCD*, Chapter 4 of AASHTO's *Guide for the Development of Bicycle Facilities*, and the Buffered Bike Lane section of NACTO's *Urban Bikeway Design Guide*.

RECOMMENDATIONS

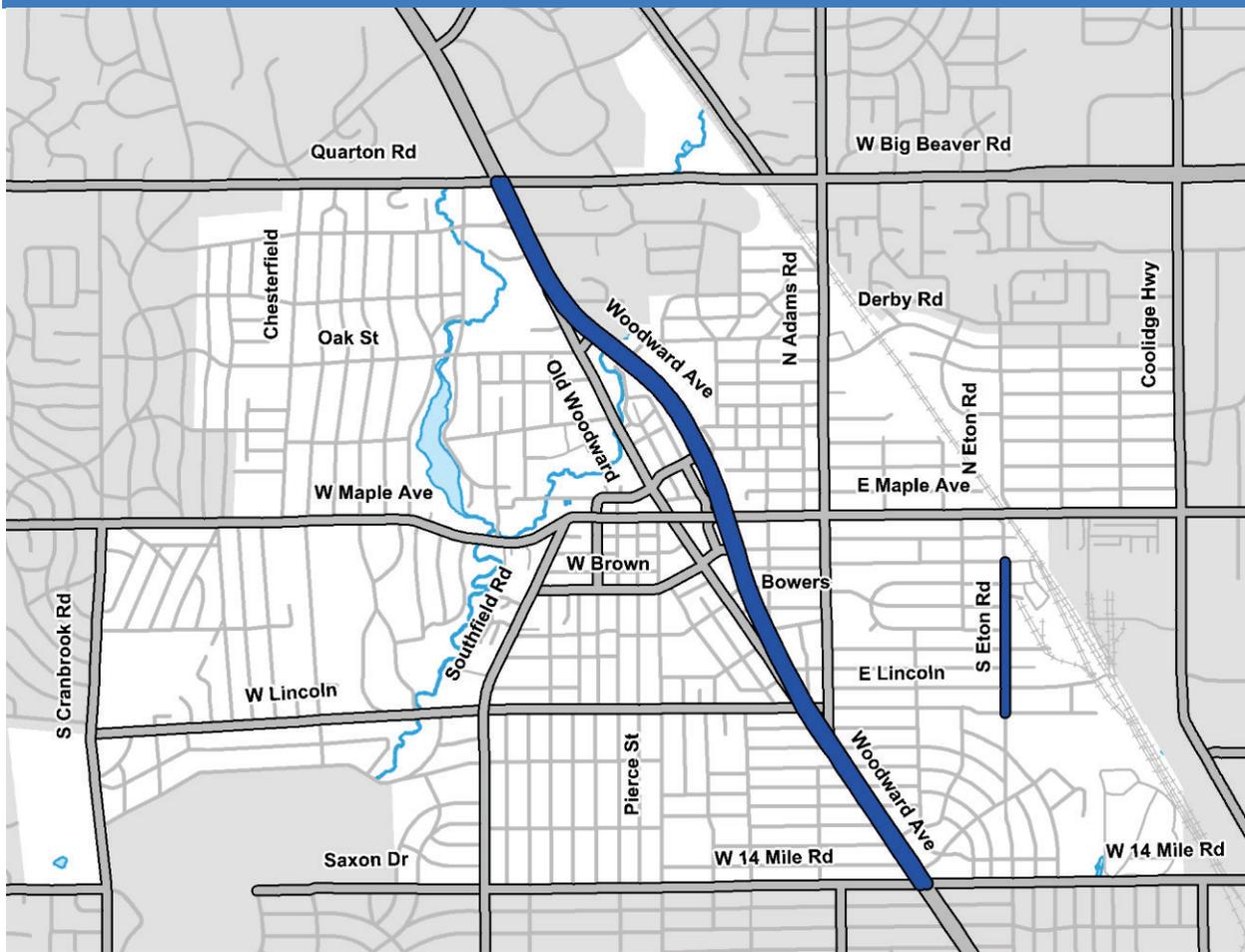
On S. Eton Road between W. Maple Road and W. Lincoln Street there is potential to add buffered bike lanes to the west side of the road by removing on-street parking from that side of the street. Due to the proximity of the Rail District, parking would remain on the east side of the street. See the Network Implementation Plan for more details.

There is potential to enhance the bicycle and pedestrian environment along Woodward Avenue. Bike lanes could be added to the service drive with a curbed buffer area between the bike lane and Woodward Avenue. Please refer to the Special Area Concept Plans for more details.

Please refer to Fig. 3.5A for a map of the proposed buffered bike lanes.



FIGURE 3.5A PROPOSED NEAR-TERM BIKE LANES



Buffered Bike Lanes
— Proposed

APPROXIMATELY 2.8 MILES OF BUFFERED BIKE LANES ARE PROPOSED

Web Survey Results:

- Around 75% of respondents would be comfortable riding a bike on a cycle track

3.6 SHARED LANE MARKINGS

DESCRIPTION

Shared Lane Markings are used to indicate to bicyclists a recommended lane position and to indicate to motorists to expect bicycles. They are used on roads with speeds of 35 mph or less. Shared lane markings may be used to help position bicyclists a safe distance from parked cars (so that they do not run into opening car doors). They are also used in conjunction with bike lanes where the bike lane is discontinued for a stretch of roadway due to limited road width.



Colored Shared Lane Markings are Shared Lane Markings placed on top of a continuous green lane. They should be used in areas where a higher level of visibility is desired.



For the most up-to-date guidelines please refer to Chapter 9 of the *MUTCD*, Chapter 4 of AASHTO's *Guide for the Development of Bicycle Facilities*, and the Bikeway Signing & Marking section of NACTO's *Urban Bikeway Design Guide*.

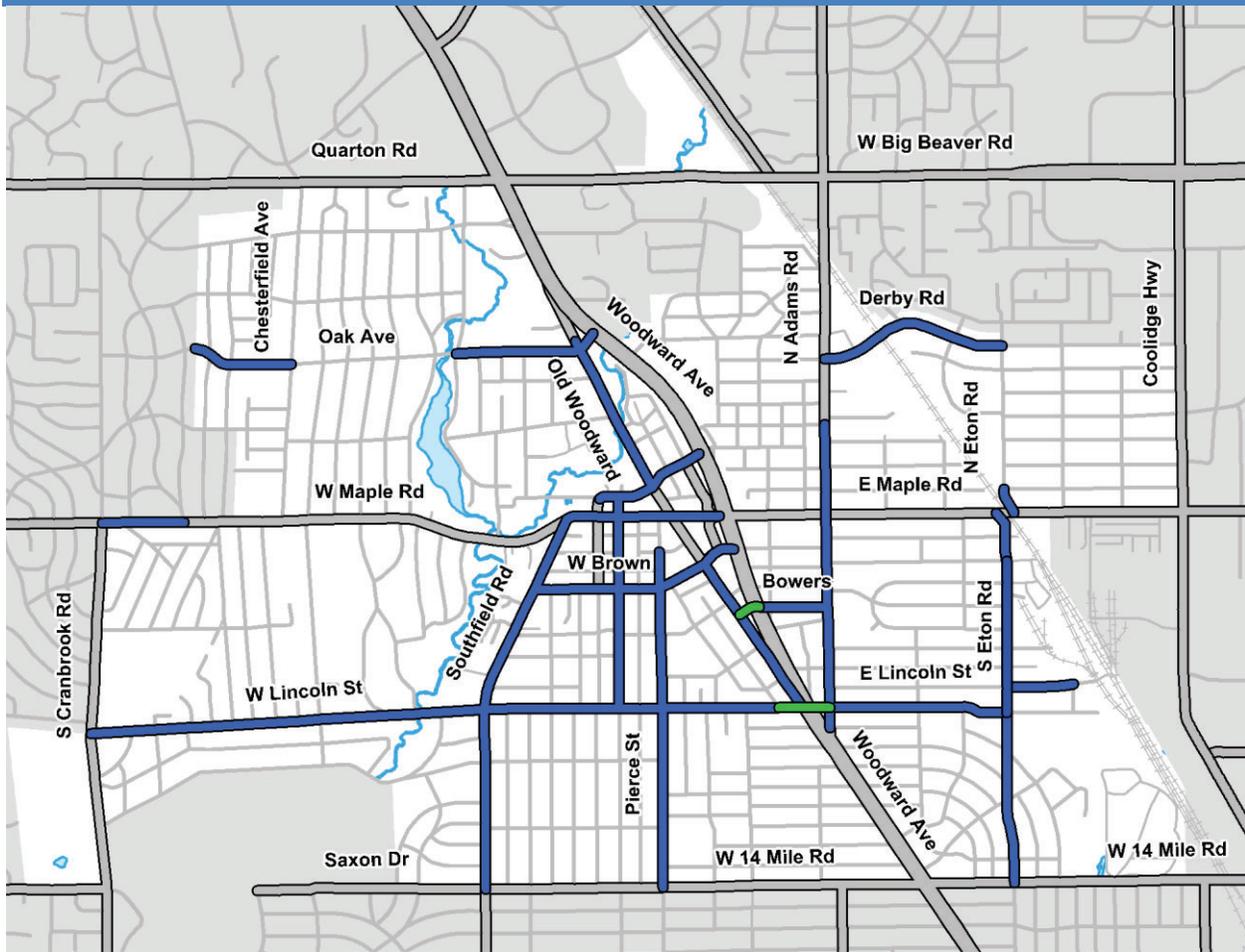
RECOMMENDATIONS

Due to the desire to keep on-street parking, Shared Lane Markings are proposed on most collector roads and some arterial roads. Please refer to the Network Implementation Plan for more details.

Colored Shared Lane Markings are proposed on segments of Bowers Street and E Lincoln Street where they cross Woodward Avenue. Please refer to the Network Implementation Plan and Special Area Concept Plans for more details.

Please refer to Fig. 3.6A for a map of the proposed shared lane markings.

FIGURE 3.6A PROPOSED SHARED LANE MARKINGS



Shared Lane Markings

- Proposed Shared Lane Markings
- Proposed Colored Shared Lane Markings

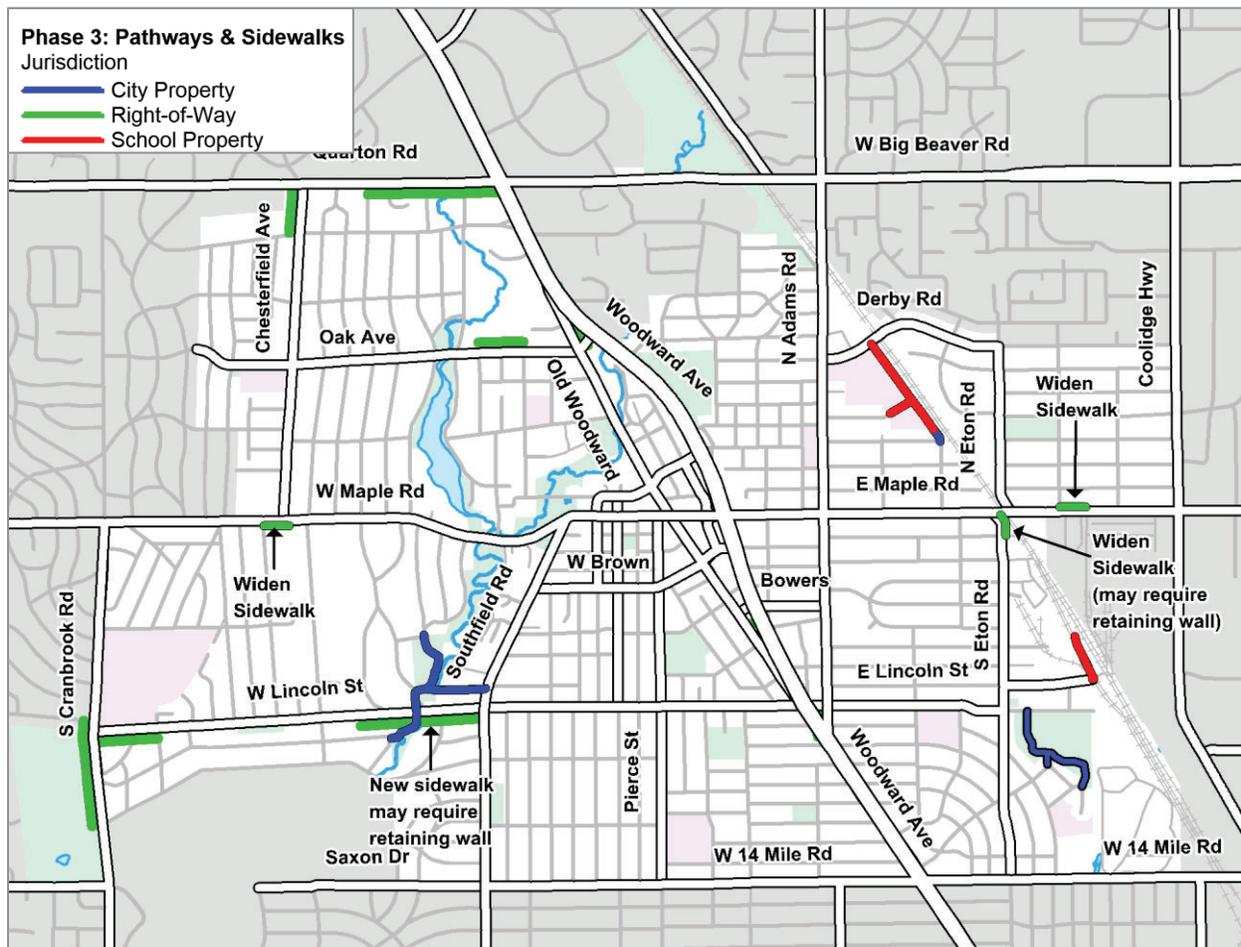
APPROXIMATELY 10.7 MILES OF NEW SHARED LANES MARKINGS ARE PROPOSED AND 0.2 MILES OF COLORED SHARED LANE MARKINGS ARE PROPOSED

PHASE 3: RECOMMENDED PATHWAYS & SIDEWALKS

Phase 1 and Phase 2 focus on addressing some of the more critical gaps in the sidewalk system. Phase 3 should focus on completing the remaining gaps in the system. Completing sidewalk gaps can be costly so it is important to utilize opportunities, especially when a road is reconstructed or a property is developed.

The remaining sidewalks and pathways are on City property, school property or in the road right-of-way.

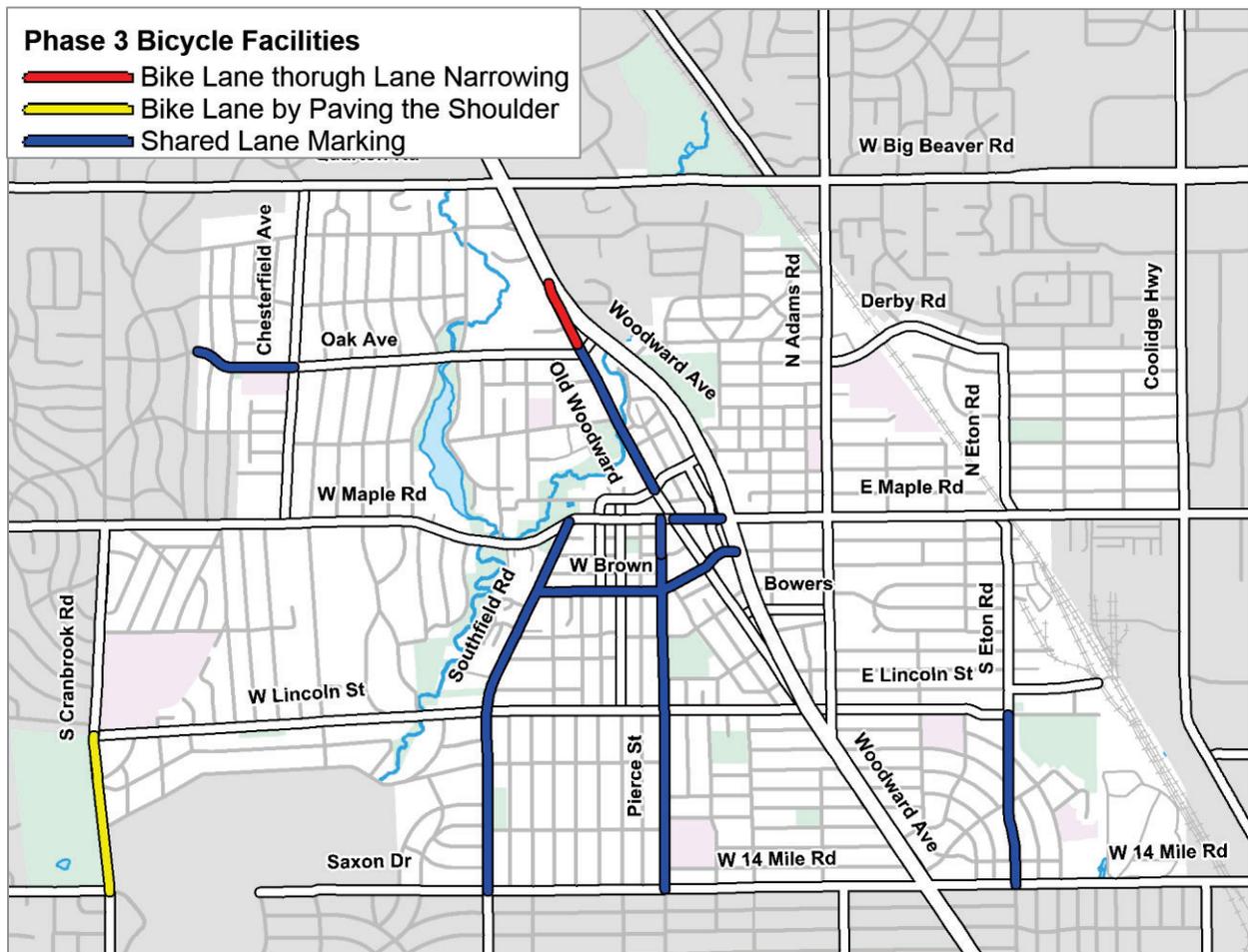
In the future, whenever a site is redeveloped, non-motorized connections should be provided either as a sidewalk along a roadway with bike lanes or a shared-use pathway.



PHASE 3: RECOMMENDED BICYCLE FACILITIES

With the exception of paving the shoulder on S Cranbrook Road, the remainder of the proposed bicycle facilities can be implemented quite easily within the existing roadway with pavement markings.

With time, as bicycle levels increase there may be a desire to add a designated bike lane in place of shared lane markings. For many of the roadways this would mean removing on-street parking or widening the roadway. Where the removal of on-street parking is not an option or not desired, the cost to add bike lanes to the roadway independent of a road reconstruction project would be significant. Thus to maximize the impact of finite resources bicycle lanes should be implemented when the road is completely reconstructed.



Recommendation 3: Bicycling on S. Eton

Accommodate

Issues: There are a significant number of bicyclists who traverse along S. Eton Road. The current road conditions in the Rail District are not favorable to those travelling by bike because no demarcation exists between the parking lanes and the driving lanes. Suggestions have been made to organize the street in order to make conditions safer for cyclists.

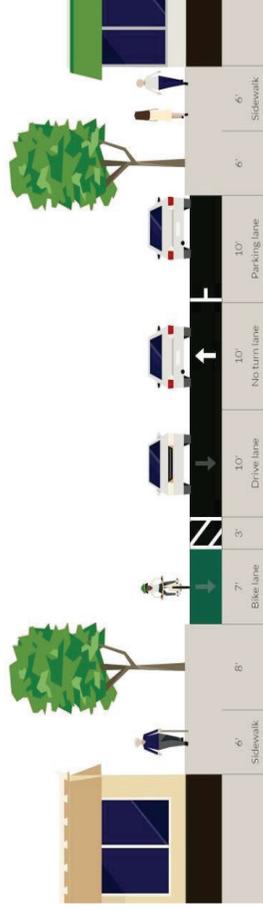


As shown in the picture above, a bicyclist rides through a narrow stretch of S. Eton where cars are parked on both sides. Bicyclists in the Corridor currently share lanes with vehicle traffic.

Recommendations: Add a bike lane or sharrows and buffers to S. Eton from Yosemite to 14 Mile. See illustrations to the right for design options.

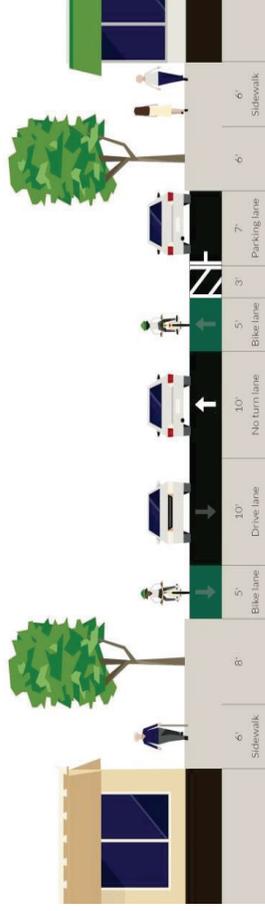
Bike lanes are designated areas on a road that run alongside the flow of vehicle traffic. While it is common to channel on-street bicyclists using a single line to divide the street lane, there are other popular types of lanes that offer more protection and take up less space on the road. One type is a buffered lane that provides additional separation between the road and designated lane. Another type is a shared lane or "sharrow", which can comfortably accommodate bikes on street without a designated lane.

Recommendations:



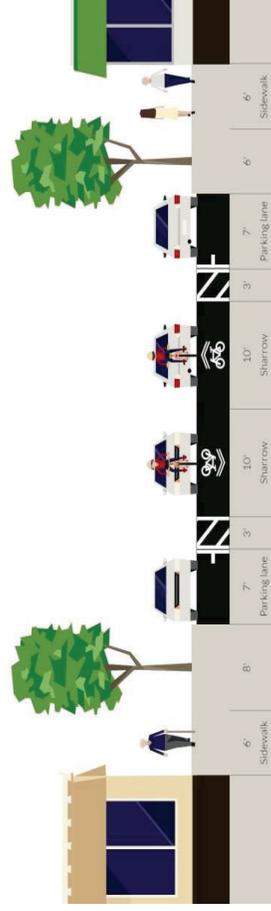
Design Option 1: Multi-Modal Transportation Plan

- Add 7' Southbound Bike Lane – 3' Buffer – 2x10' Driving Lanes – 10' Parking Space
- Remove on-street parking on west side of S. Eton



Design Option 2: Northbound & Southbound Bike Lanes

- Add 5' Southbound Bike Lane – 2x10' Driving Lanes – 5' Northbound Bike Lane, 3' Buffer – 7' Parking Space
- Remove on-street parking on west side of S. Eton



Design Option 3: Sharrows and Buffers

- Mark 7' Parking Space – 3' Buffer – 2x10' Driving Lane – 3' Buffer – 7' Parking Space

Recommendations

The following recommendations are offered by the Ad Hoc Rail District Committee.

Recommendation 1: Improve Pedestrian Crossings

Issues: Some crosswalks and intersections along S. Eton Road are dangerous due to the lack of visibility they create for pedestrians attempting to cross the street. Traffic is heavy and often exceeds the posted speed limit.

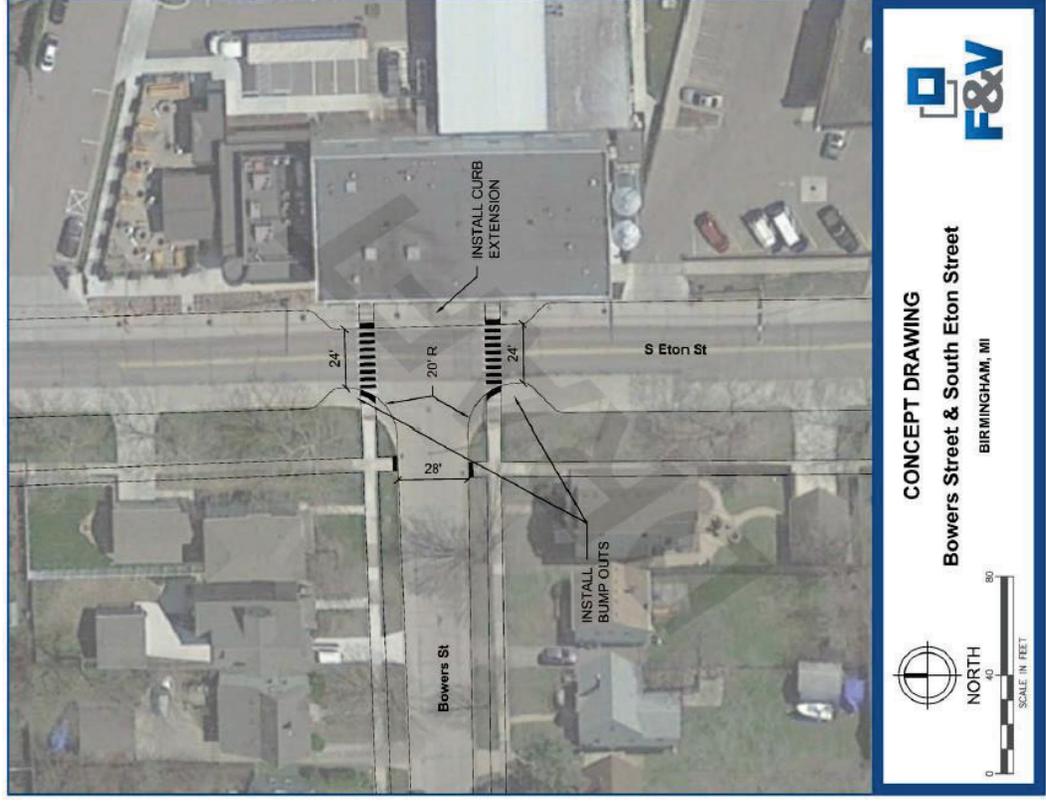
Recommendation: Construct bump-out curbs throughout the study area.

A bump-out curb is a traffic calming method in which a sidewalk is extended to reduce the crossing distance at intersection. In doing so, sight distance and sight lines for pedestrians are improved, vehicles are encouraged to slow down, and parked cars are prevented from obstructing crosswalk areas.

The map to the right illustrates the locations for each of the recommended bump-out curbs along S. Eton. Bump-out curbs recommended by the Committee, which are denoted by a blue star, are located along S. Eton at E. Maple, Palmer, and Webster. Green stars indicate bump-out curbs recommended explicitly by the MMTP and are located at Yosemite, Villa, and Cole. Lastly, bump-out curbs recommended by both the Committee and MMTP have been proposed for the intersection at Holland and S Eton and are denoted by a yellow star.

Please also note the sample engineering drawing of proposed improved pedestrian crossings at Bowers and S. Eton. As demonstrated, the installation of two bump-out curbs and a curb extension at this intersection could provide a safer, more visible pedestrian crossing point without obstructing right and left turn accessibility for vehicles. The Committee further recommends the use of brick pavers or other materials to create a plaza feel at this intersection. Benches, planters, and bicycle parking are also recommended.

Proposed Bump-out Locations Sample Engineering Drawing of Bump-out Curbs



Parking Inventory and Study

A Parking inventory was completed in the study area for a better understanding of when and where parking spaces are being utilized. A map of total spaces was created for private lots and on street parking. The results are illustrated in Figure 1, and show an existing parking count of 2,480 spaces in the study area and surrounding neighborhood.

A parking study was also completed to determine parking utilization in the study area. Parking counts were conducted by city staff at 4, 5, and 6pm on Friday September 23rd and Wednesday September 30th, and the data was then analyzed.

The consulting firm Fleis and Vandenberg was contracted to create a report for the count studies and provide summary tables showing available spaces, occupied spaces, and percent occupancy rate for the north and south zones of the study area. An analysis and conclusion based upon the findings was then made for off street and on street parking situations in each of the zones.

Count data was then entered into a map for each day and time of the study. The maps on the following pages indicate the total counts for each hour of on street and off street parking spaces, and color code the percent occupancy rate in classes for 0, 1-33%, 34-66%, and 67-100%. These maps are shown side by side to visually illustrate the intensities of parking in the district, and how the parking occupancy rates change from 4-6pm in the study area.

Figure 1



Friday Parking Count: 4:00 PM



S. Eton Rd

- 9 out of 60 spaces on the west side are used
- 16 out of 63 spaces on the east side are used

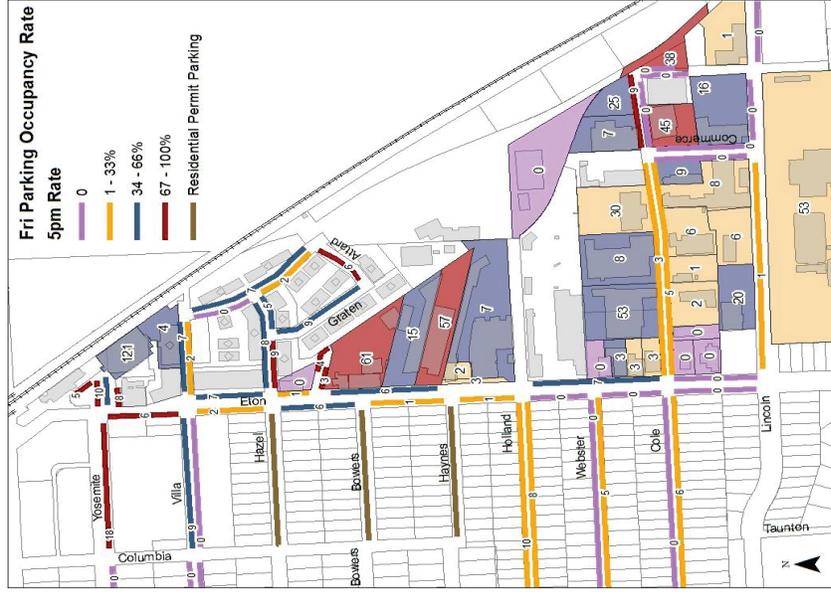
Off Street Parking

- Parking lots off of Cole Street at or near capacity
- Griffin Claw already above 66% capacity

Residential Parking

- Yosemite and Villa experience overflow throughout the evening.
- Villa stays between 33-66% occupancy rate throughout the Friday study.

Friday Parking Count: 5:00 PM



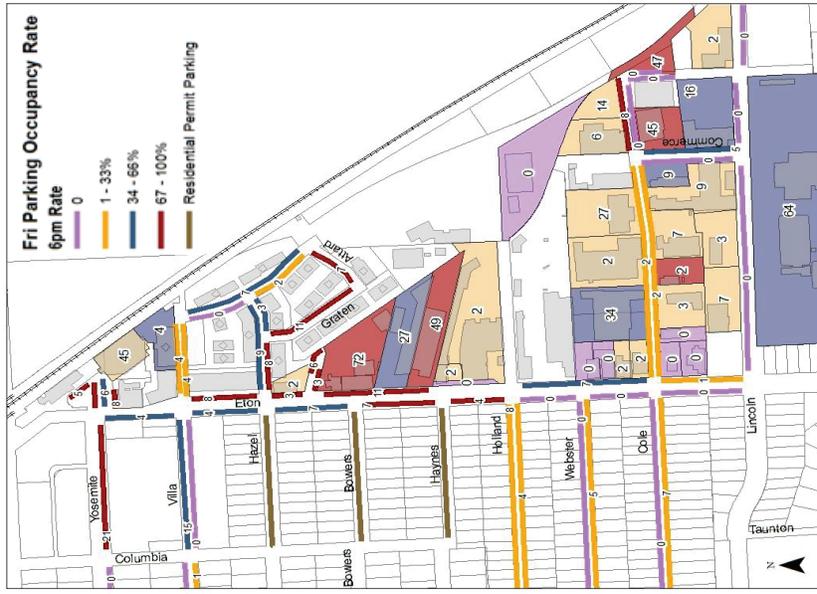
S. Eton Rd

- 16 out of 60 spaces on the west side are used
- 21 out of 63 spaces on the east side are used

Off Street Parking

- The lots off of Cole Street begin to clear out
- Two of the parcels above 66% are auto repair shops with outdoor vehicle storage.

Friday Parking Count: 6:00 PM



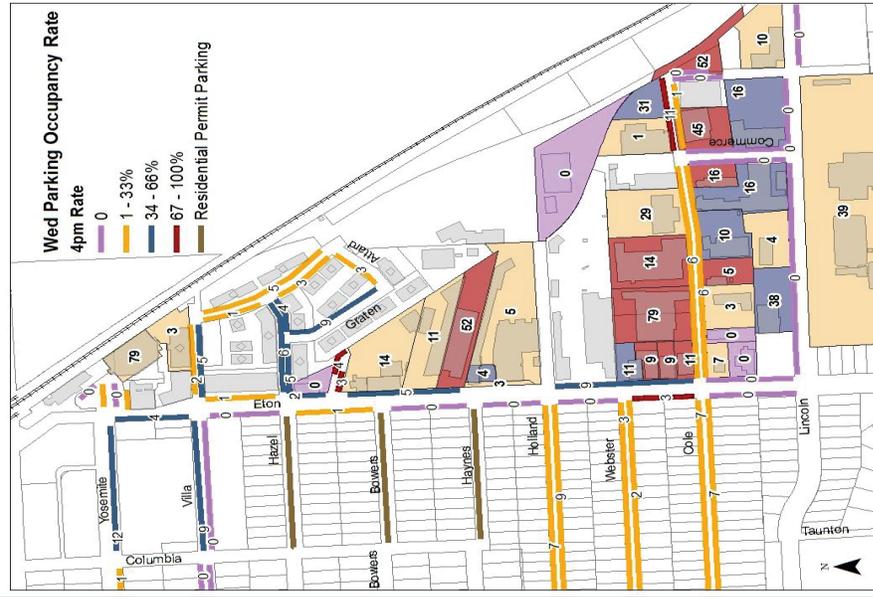
S. Eton Rd

- 26 out of 60 spaces on the west side are used
- 30 out of 63 spaces on the east side are used
- *the highest occupancy throughout the study
- 0 spaces on west side, south of Holland are used the entire evening

Off Street Parking

- Griffin Claw parking lot reaches capacity.
- Only 2 of 11 spaces are used in Whistle Stop.
- 0 spaces are used outside of Bolyard Lumber.
- Robot Garage/Watch Hill lot never exceeds 66%.

Wed. Parking Count: 4:00 PM



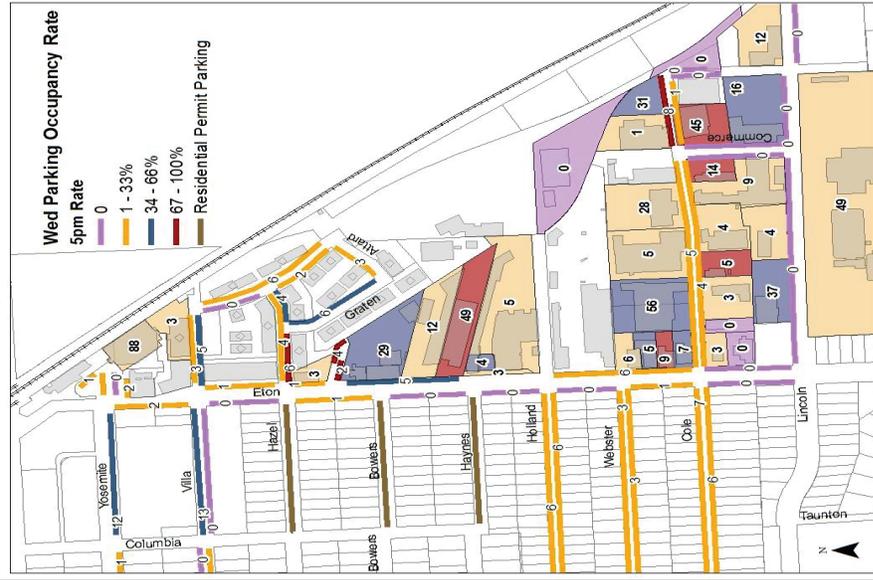
S. Eton

- 7 out of 60 spaces on the west side are used
- 17 out of 63 spaces on the east side are used

Off Street Parking

- Cole Street's highest occupancy rate for off street lots occurs on weekday during regular business hours.

Wed. Parking Count: 5:00 PM



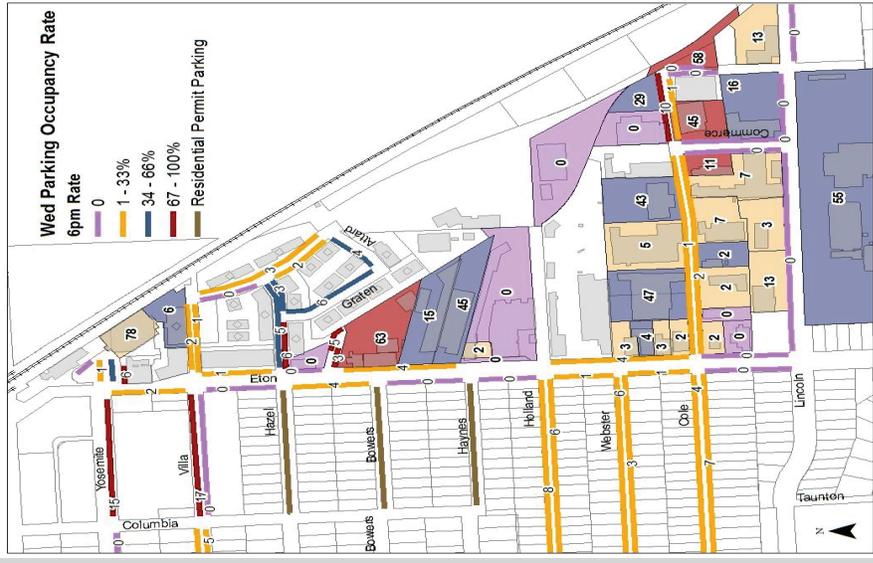
S. Eton

- 4 out of 60 spaces on the west side are used
- 13 out of 63 spaces on the east side are used
- *lowest occupancy in the study

Off Street Parking

- The majority of Cole Street parking lots clear out after 5 pm.

Wed. Parking Count: 6:00 PM



S. Eton

- 8 out of 60 spaces on the west side are used
- 9 out of 63 spaces on the east side are used
- *lowest occupancy in the study

Off Street Parking

- Griffin Claw's peak parking hours increase during the evening while the rest of the parcels show a decrease in use.
- Shared Parking agreements work best when adjacent or nearby parcels have different peak parking times.

Recommendation 4: Encourage Shared Parking

Issue: Many properties are dominated by excessively large parking lots that are not being efficiently used. Vast parking lots in the district are vacated after peak business hours and remain empty throughout the evening because of restricted access, while other lots overflow around restaurants in the evenings.



Empty parking lots can be found throughout the study area.

Shared parking is a land use strategy that efficiently uses parking capacity by allowing adjacent and/or compatible land uses to share spaces, instead of providing separate spaces for separate uses. Often, a shared parking agreement is put in place between two or more property owners and the jurisdiction to ensure parking spaces on a site are made available for other uses at different times throughout the day.

Recommendation: Encourage shared parking in the district by providing the zoning incentives for properties and/or businesses that record a shared parking agreement. Incentives could include parking reductions, setback reductions, height bonuses, landscape credits, or similar offers.

Amend the shared parking provisions to simplify the calculations to determine required parking based on industry standards and eliminate the need to hire a consultant to prepare shared parking studies. See table to the right for an example of a shared parking calculation from Victoria Transport Policy Institute.

Sample Shared Parking Occupancy Rates Table

This table defines the percent of the basic minimum needed during each time period for shared parking. (M-F = Monday to Friday)

Uses	M-F 8am-5pm	M-F 6pm-12am	M-F 12am-6am	Sat. & Sun. 8am-5pm	Sat. & Sun. 6pm-12am	Sat. & Sun. 12am-6am
Residential	60%	100%	100%	80%	100%	100%
Office/ Warehouse /Industrial	100%	20%	5%	5%	5%	5%
Commercial	90%	80%	5%	100%	70%	5%
Hotel	70%	100%	100%	70%	100%	100%
Restaurant	70%	100%	10%	70%	100%	20%
Movie Theater	40%	80%	10%	80%	100%	10%
Entertainment	40%	100%	10%	80%	100%	50%
Conference/Convention	100%	100%	5%	100%	100%	5%
Institutional (non-church)	100%	20%	5%	10%	10%	5%
Institutional (church)	10%	5%	5%	100%	50%	5%

Courtesy of Victoria Transport Policy Institute

MEMO

VIA EMAIL

From: Julie M. Kroll, P.E., PTOE
Ben W. Schebler
Fleis & VandenBrink

Date: September 30, 2021

Re: S. Eton Street Bike Lane Installation
City of Birmingham, Michigan
Before & After Study

INTRODUCTION

This memorandum presents the methodologies, analyses, and results of the Before & After Study for the S. Eton Street bike lane installation between Yosemite Boulevard and Lincoln Street in the City of Birmingham, Michigan. The scope of this study was developed based on Fleis & VandenBrink's (F&V) knowledge of the study area, information provided by City of Birmingham, accepted traffic engineering practice, and methodologies published by the Institute of Transportation Engineers (ITE).

DATA COLLECTION

The data used in this study was performed prior to May 2019 to evaluate the *Before* conditions without the bike lane installation and the *After* conditions data collection was performed after July 2019. The following data was collected during these analysis periods:

- Crash Data
- Traffic Volumes
- Speed Data

The results before and after analysis for each of these metrics are summarized herein.

Crash Analysis

The crash data used in the study was provided by the Birmingham Police Department. The data includes three (3) years of data before (May 2017 to May 2019) and after (July 2019 to July 2021) the bike lane installation. The crash analysis evaluated three (3) years for both conditions as summarized in **Table 1**. The results of the analysis showed an overall crash reduction of **44%**.

The crashes were evaluated to determine the bike lane impact on the pedestrian/bike crashes and those associated with the driveways (backing) and on-street parking. The results of the analysis show that the pedestrian crashes were eliminated with bike lane addition and the backing crashes were reduced. No crashes associated with parking or bicycles was reported for either the before or after condition. The crashes with injuries were reviewed, and the injuries were reduced by 67% after the bike lane installation as summarized in **Table 2**.

Table 1: Crash Analysis Summary Table

Crash Type	Before Condition No Bike Lane	After Condition With Bike Lane	Difference	% Difference
Misc One (1) Vehicle	0	0	0	0%
Animal	0	0	0	0%
Fixed Object	1	0	-1	-100%
Pedestrian	1	0	-1	-100%
Bicycle	0	0	0	0%
Head On	0	0	0	0%
Head On Left-Turn	0	1	1	100%
Angle	11	11	0	0%
Rear End	12	3	-9	-75%
Sideswipe-Same	10	5	-5	-50%
Sideswipe-Opposite	2	0	-2	-100%
Other Drive	0	0	0	0%
Overturn	0	0	0	0%
Dual Right Turn	0	0	0	0%
Backing	4	3	-1	-25%
Parking	0	0	0	0%
Total	41	23	-18	-44%

Table 2: Crash Injury Severity Table

Severity	Worst Injury in Crash (3 Years)			
	Before Condition No Bike Lane	After Condition With Bike Lane	Difference	% Difference
Fatality	0	0	0.00	0%
Suspected Major Injury (A)	0	0	0.00	0%
Suspected Minor Injury (B)	1	1	0.00	0%
Possible Injury (C)	5	1	-4.00	-80%
Total	6	2	-4.00	-67%

Traffic Volumes

Traffic volume data was collected for a period of four (4) hours from 2:00 PM to 6:00 PM during a typical weekday and from 2:00 PM to 6:00 PM on a typical Saturday for the analysis periods. The *Before* data collection was performed in June 2018 and the *After* data was performed in July 2021. Additionally, the Multi-Modal Transportation Board requested AM traffic counts to be performed, therefore volume data includes 7:00 AM to 11:00 AM in July 2021 only. The data collection included vehicle classifications and pedestrian and bike data at the following intersections with S. Eton Street:

- Maple Road
- Villa Road
- Bowers Street
- Lincoln Street
- Sheffield Road

The traffic volume data is summarized in **Table 3** and shows that overall, the entering traffic volumes within the network have *decreased*. This is typical of current traffic volumes which have decreased over pre-COVID conditions. The pedestrian volumes have remained consistent along the corridor, with negligible change. The bicycle volumes have increased significantly with the addition of the bike lane. The bike traffic has more than doubled during the afternoon, and is over 80% higher on Saturday. Although *Before* data is not available in the AM period, the current number of bicycle trips is higher in the morning than in the afternoon before data.

Table 3: Traffic Volume Summary-Total Entering Volumes

Intersection	Type	Weekday 7AM-11AM	Weekday 2PM-6PM				Saturday 2PM -6PM			
		After Condition With Bike Lane	Before Condition No Bike Lane	After Condition With Bike Lane	Difference	% Difference	Before Condition No Bike Lane	After Condition With Bike Lane	Difference	% Difference
Maple Rd & S. Eton	Vehicles	6,021	8,815	8,313	-502	-6%	6,624	6,658	34	1%
	Peds	20	30	28	-2	-7%	10	17	7	70%
	Bikes	12	14	18	4	29%	35	55	20	57%
	Total	6,053	8,859	8,359	-500		6,669	6,730	61	
Villa Rd & S. Eton	Vehicles	2,001	3,858	2,862	-996	-26%	2,409	2,048	-361	-15%
	Peds	55	74	54	-20	-27%	75	52	-23	-31%
	Bikes	23	13	26	13	100%	27	75	48	178%
	Total	2,079	3,945	2,942	-1,003		2,511	2,175	-336	
Bowers & S. Eton	Vehicles	1,933	3,800	2,709	-1,091	-29%	2,224	1,904	-320	-14%
	Peds	39	126	73	-53	-42%	110	108	-2	-2%
	Bikes	22	15	29	14	93%	36	88	52	144%
	Total	1,994	3,941	2,811	-1,130		2,370	2,100	-270	
Lincoln & S. Eton	Vehicles	1,379	4,473	4,267	-206	-5%	2,537	2,006	-531	-21%
	Peds	69	28	109	81	289%	29	57	28	97%
	Bikes	25	16	40	24	150%	39	80	41	105%
	Total	1,473	4,517	4,416	-101		2,605	2,143	-462	
Sheffield & S. Eton	Vehicles	1,270	2,333	1,852	-481	-21%	1,320	1,206	-114	-9%
	Peds	41	24	23	-1	-4%	29	22	-7	-24%
	Bikes	15	4	16	12	300%	37	20	-17	-46%
	Total	1,326	2,361	1,891	-470		1,386	1,248	-138	
Network Total	Vehicles	12,604	23,279	20,003	-3,276	-14%	15,114	13,822	-1,292	-9%
	Peds	224	282	287	5	2%	253	256	3	1%
	Bikes	97	62	129	67	108%	174	318	144	83%
	Total	12,925	23,623	20,419	-3,204		15,541	14,396	-1,145	

Speed Data Summary

The speed data is summarized in **Table 4** was collected over a period of four (4) days by the Birmingham Police Department in September 2016 and then after the bike lane installation in July 2021. The results of the analysis show that the average change in speed is 1.5 mph and the 85th percentile speed change is 0.2 mph which is negligible. It should also be noted that the traffic volumes have decreased by an average of more than 10% however the average speeds have not increased proportionally to the decrease in traffic volumes.

Table 4: Speed Data Summary Table

Roadway Segment	Before Condition No Bike Lane		After Condition With Bike Lane		Difference	
	85th Percentile	Average Speed	85th Percentile	Average Speed	85th Percentile	Average Speed
Melton Rd to Humphrey Ave	30.0 mph	25.0 mph	31.9 mph	28.3 mph	1.9 mph	3.3 mph
Villa Rd to Hazel St	30.0 mph	25.0 mph	28.5 mph	24.6 mph	-1.5 mph	-0.4 mph
Average	30.0 mph	25.0 mph	30.2 mph	26.5 mph	0.2 mph	1.5 mph

CONCLUSIONS

The results of this analysis are summarized below and show that addition of the bike lane reduced crashes, increased the number of bicycles, and did not have a significant impact on the adjacent roadway speeds.

Crashes

- The results of the analysis showed an overall crash reduction of 44%.
- The pedestrian crashes were eliminated, and the backing crashes were reduced after the addition of the bike lane. No crashes associated with parking or bicycles were reported.
- The crashes with injuries were reduced by 67% after the addition of the bike lane.

Traffic Volumes

- Vehicle volumes have decreased since the bike lane was installed, however COVID has impacted the volume vehicle traffic on the adjacent roadways and may not be necessarily due to increases in pedestrian and bicycle traffic.
- The pedestrian volumes have remained consistent along the corridor, with negligible change.
- The bicycle volumes have more than doubled during the afternoon and are over 80% higher on Saturday with the addition of the bike lane.

Speed Data

- The corridor speeds have increased on average 1.5 mph and the 85th percentile speeds have increased by only 0.2 mph, which is negligible.
- It should also be noted that the traffic volumes have decreased by an average of more than 10%, however the average speeds have not increased proportional to the decrease in traffic volumes.

RECOMMENDATIONS

It is recommended that a bicycle facility is provided on S. Eton Street and the Multi-Modal Transportation Board consider the permanent design and operations of multi-modal infrastructure on this corridor. The results of this evaluation show that the pilot project successfully increased bicycle activity along the corridor and reduced crashes. Additional areas of focus for future infrastructure include: additional traffic calming measures to reduce speeds, and pedestrian facility enhancements to increase pedestrian activity and enhance safety.

END

South Eton Bikeway Survey

SURVEY RESPONSE REPORT

29 April 2021 - 16 July 2023

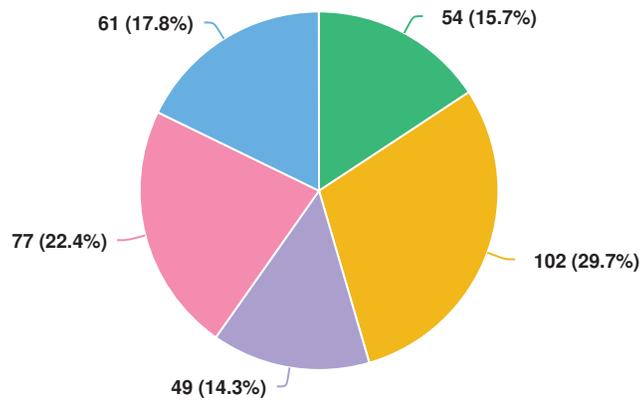
PROJECT NAME:
South Eton Bikeway





SURVEY QUESTIONS

Q1 How frequently do you bike?

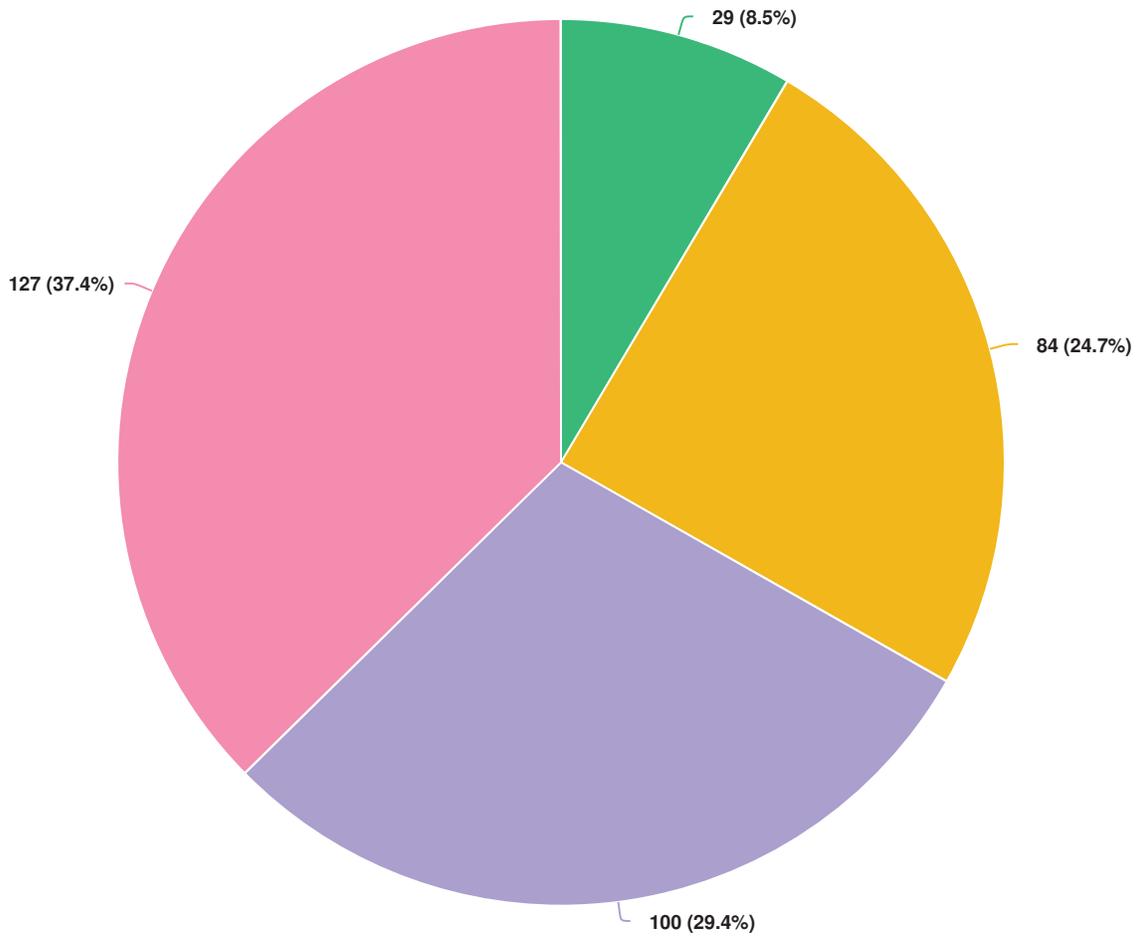


Question options

- Daily
- Weekly
- Monthly
- A few times a year
- Never

Optional question (343 response(s), 1 skipped)
Question type: Radio Button Question

Q2 How often do you bike this route on South Eton as indicated in the map above?

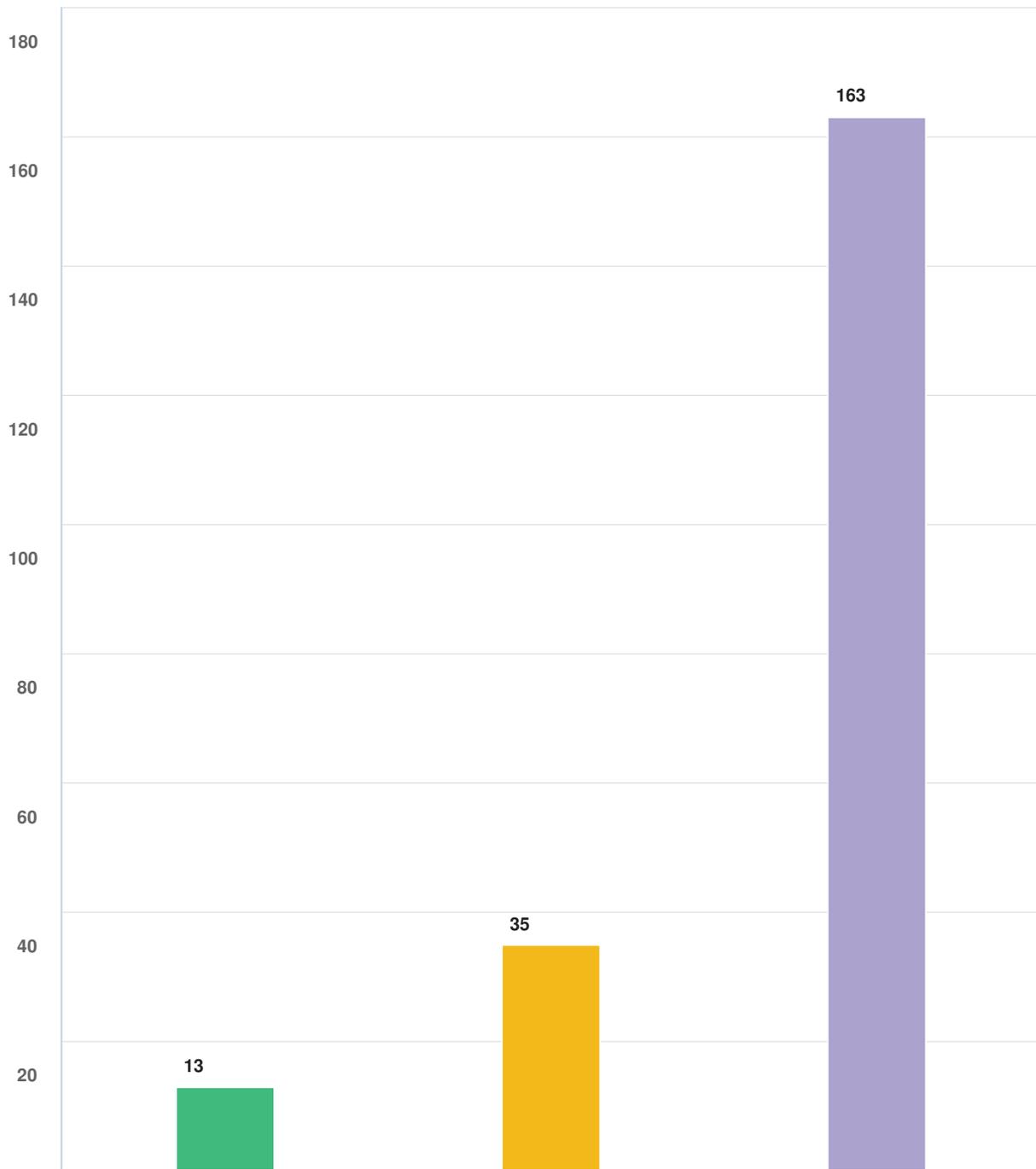


Question options

- Very frequently (daily or most days)
- Some of the time (once or twice a week)
- Rarely (once a month or less)
- Never

Optional question (340 response(s), 4 skipped)
Question type: Radio Button Question

Q3 Which direction(s) do you use the bike lane to ride?



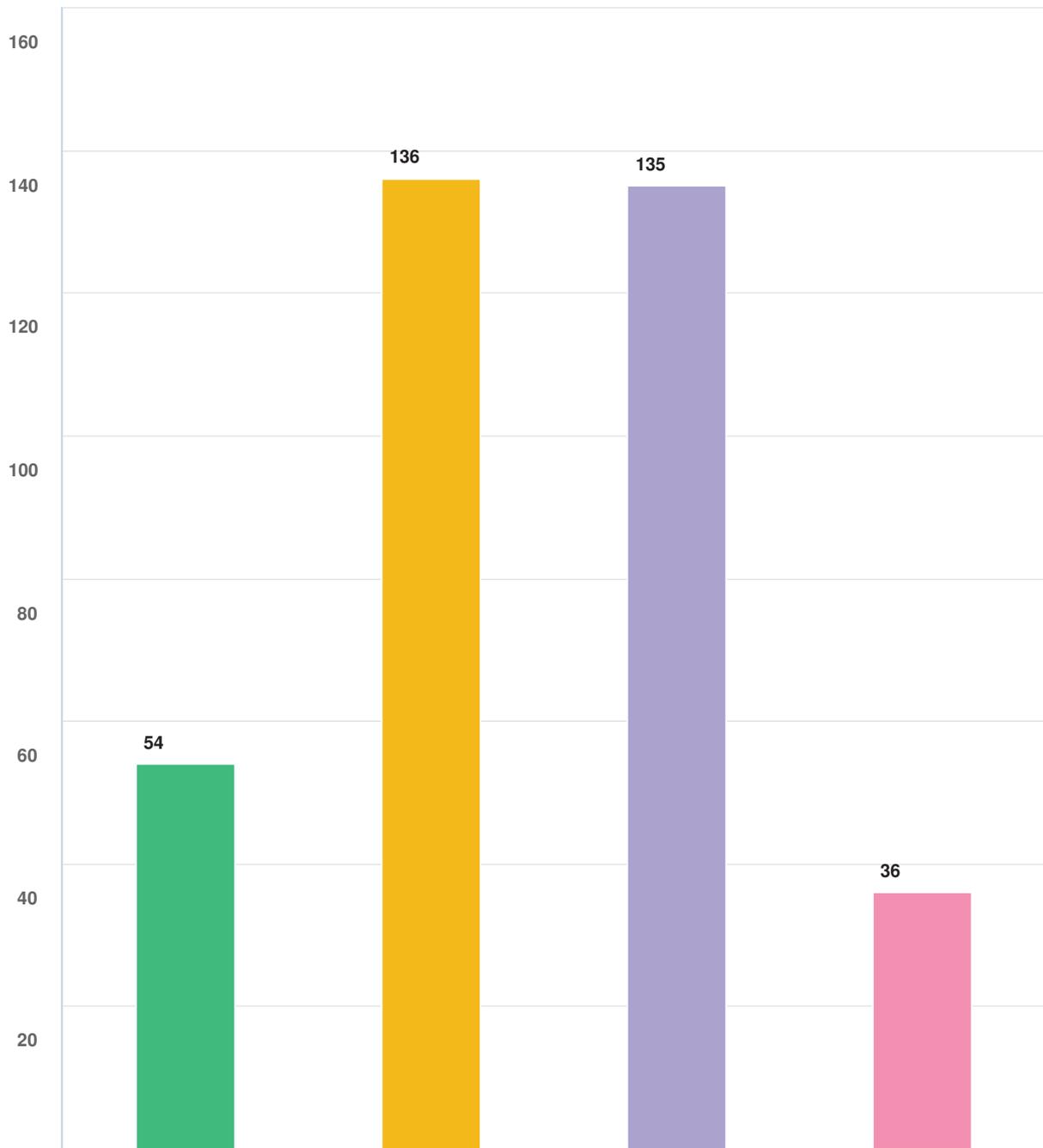
Question options

- I use the bike lane to ride north.
- I use the bike lane to ride south.
- I use the bike lane to ride north and south.

Optional question (206 response(s), 138 skipped)

Question type: Checkbox Question

Q4 What are your top reasons for using this bike route? (Please select all that apply.)



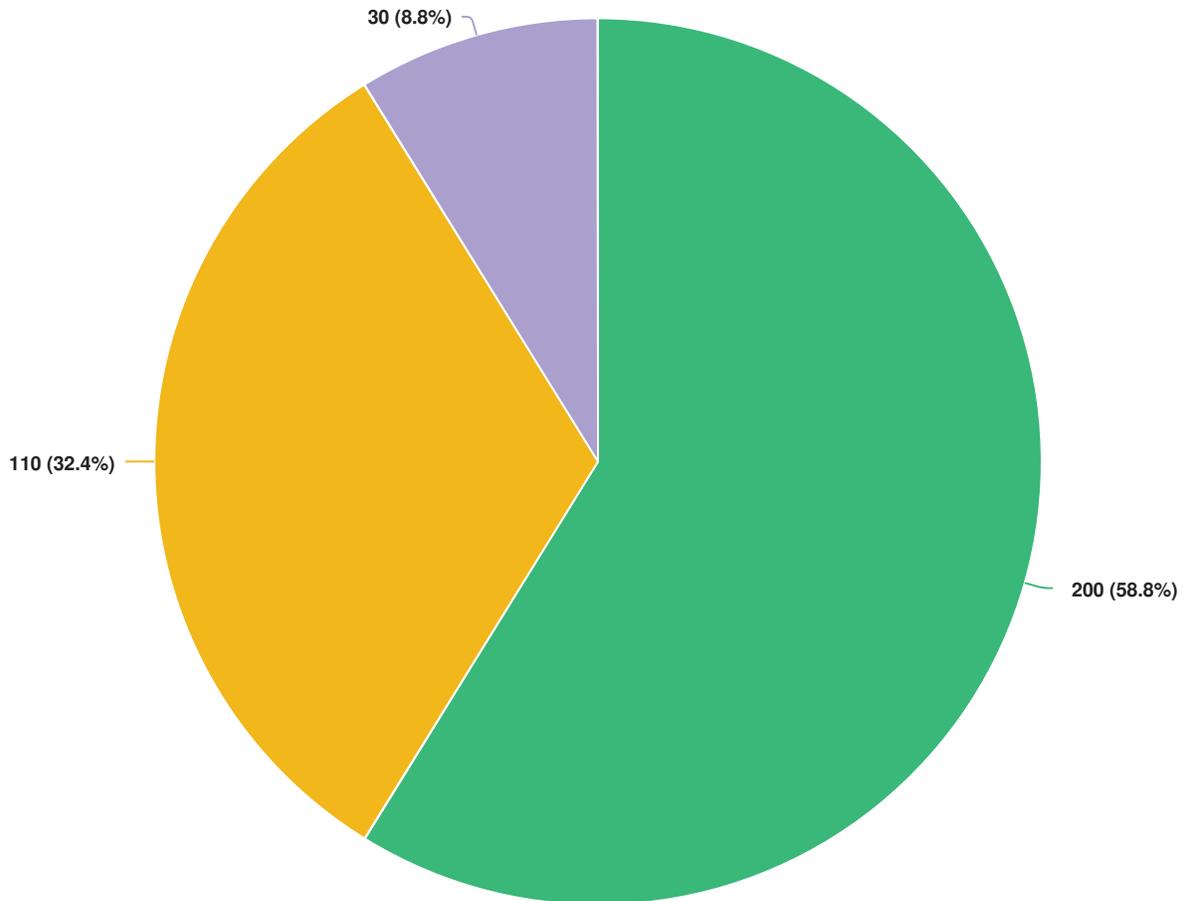
Question options

- This is the fastest route to travel to work/home/school/etc.
- I feel safer taking this route vs. others because of the bike lanes.
- N/A I do not use this route.
- Other (please specify)

Optional question (339 response(s), 5 skipped)

Question type: Checkbox Question

Q5 | Do you think that the protected bike lane is better than a painted bike lane or sharing the road with cars?

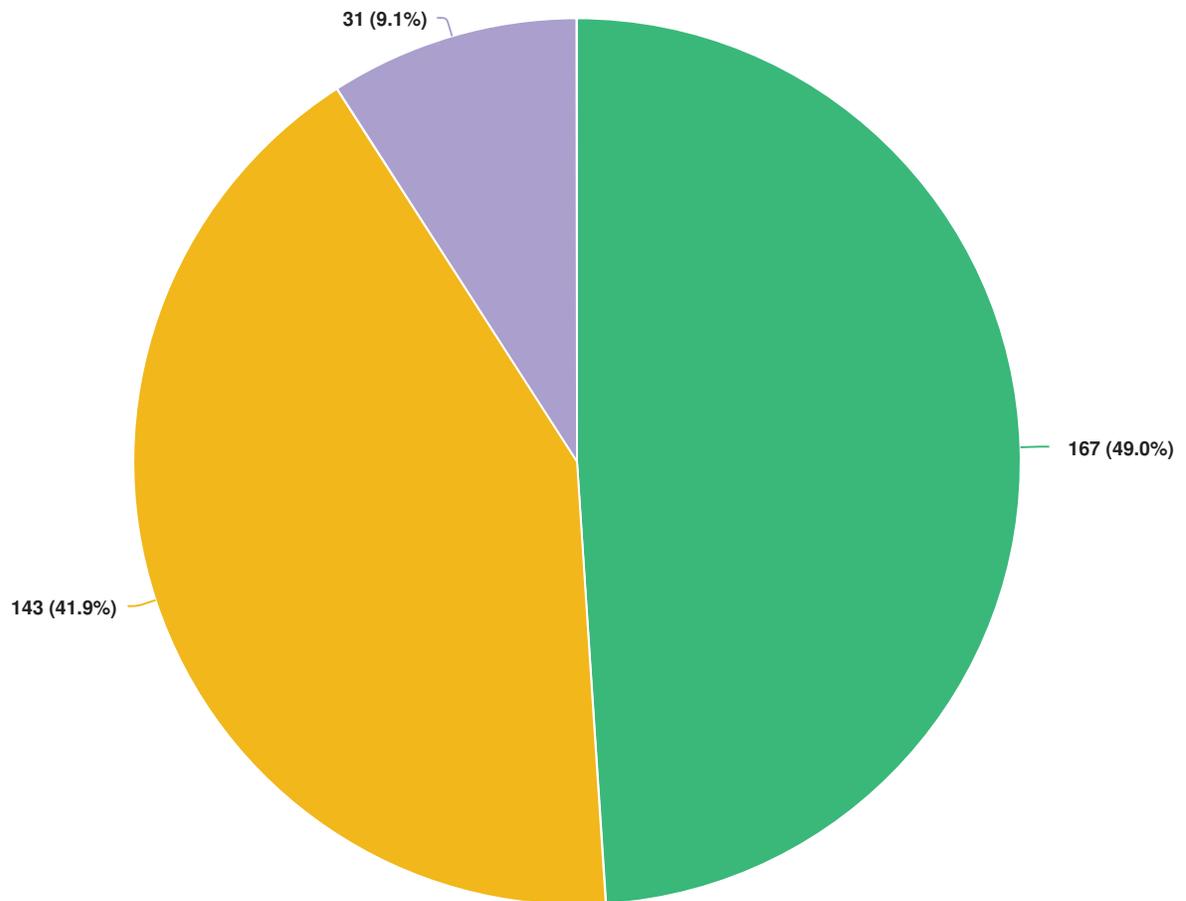


Question options

- Yes
- No
- Neutral

Optional question (340 response(s), 4 skipped)
Question type: Radio Button Question

Q6 Do you like the design of the protected portion of bikeway in comparison to other options such as painted bike lanes or bike sharrows?

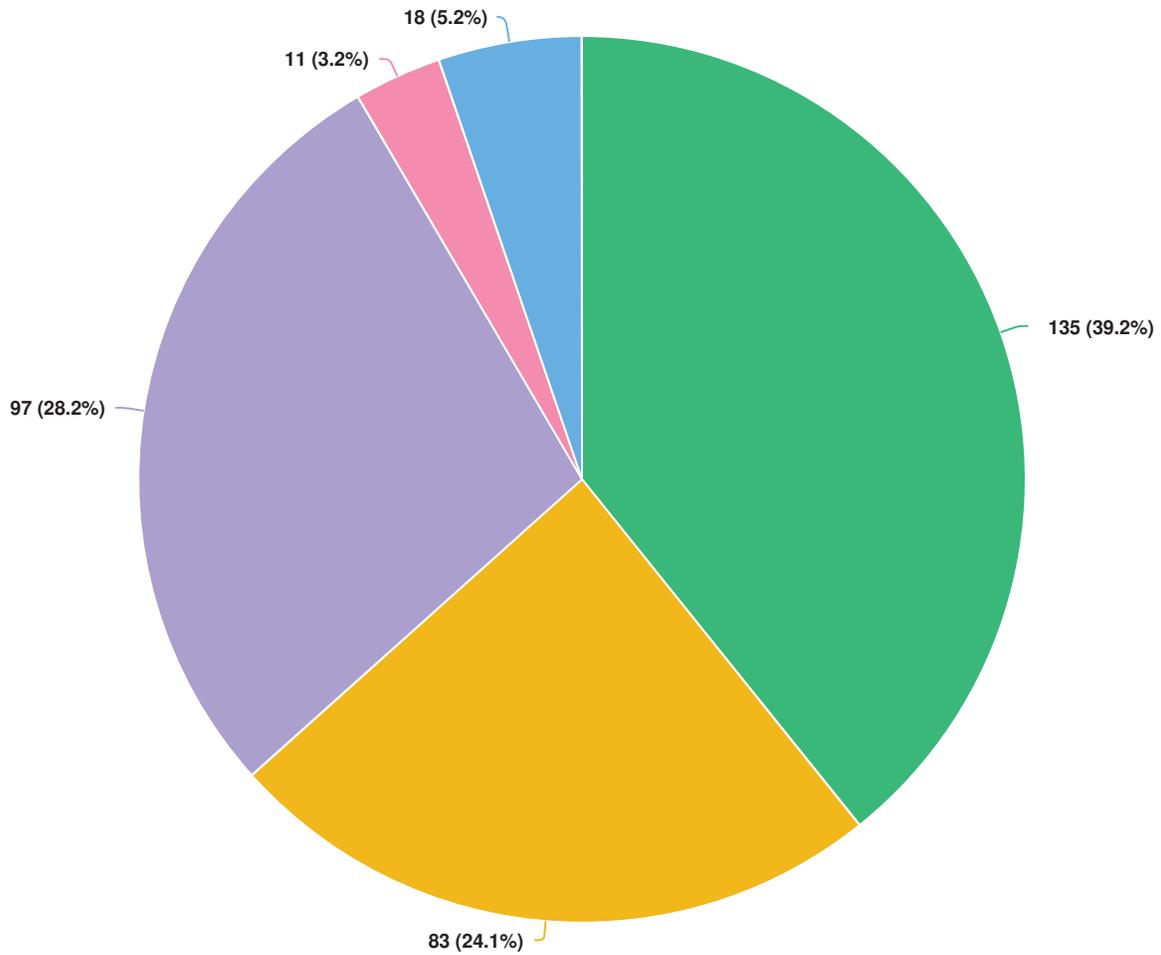


Question options

- Yes
- No
- Neutral

Optional question (341 response(s), 3 skipped)
Question type: Radio Button Question

Q7 | Do you think the City should keep the protected portion of the bike lanes designed as is, revise them, or remove them?

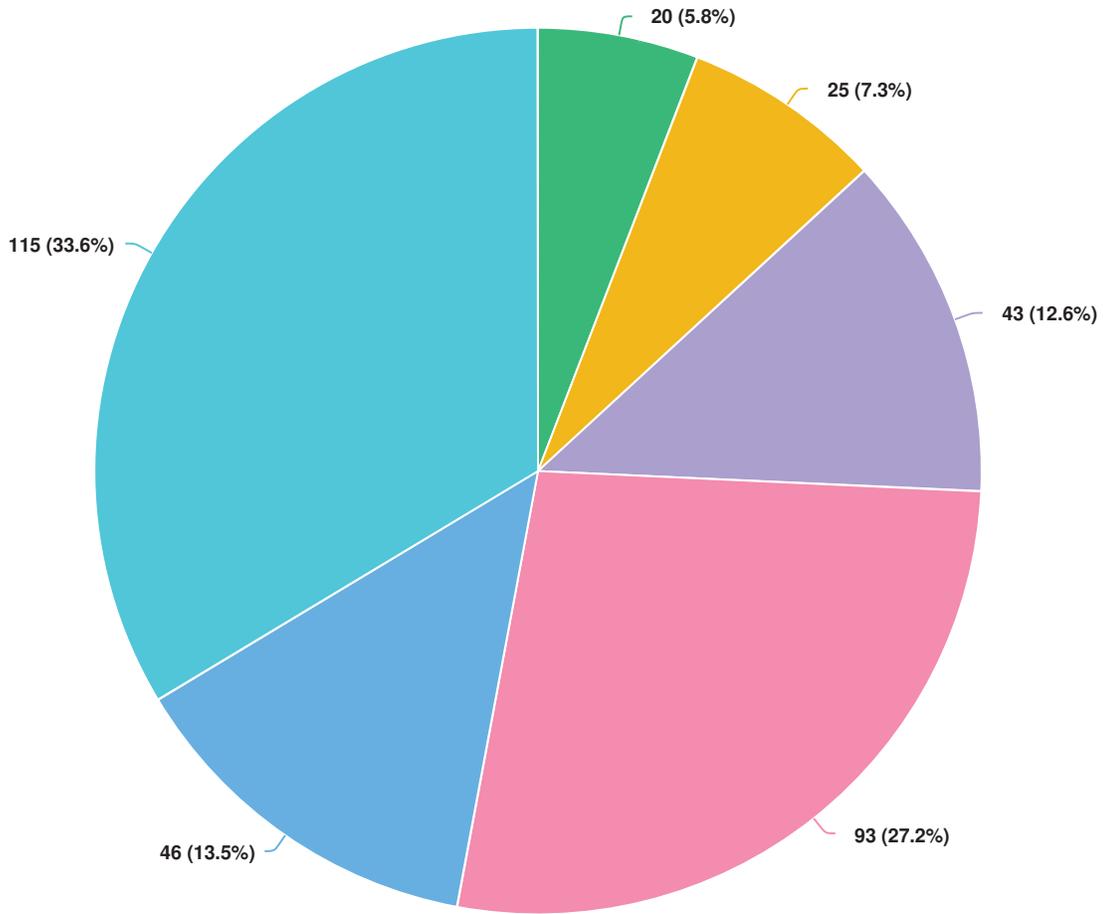


Question options

- The City should keep the protected bikeway as is.
- The City should revise the design of the protected bikeway.
- The City should remove the protected bikeway.
- No opinion.
- Other (please specify)

Optional question (344 response(s), 0 skipped)
Question type: Radio Button Question

Q9 On a scale of 1-5, with 1 being the LEAST safe and 5 being the MOST safe, please rate how safe and comfortable you feel when you ride this route on South Eton.

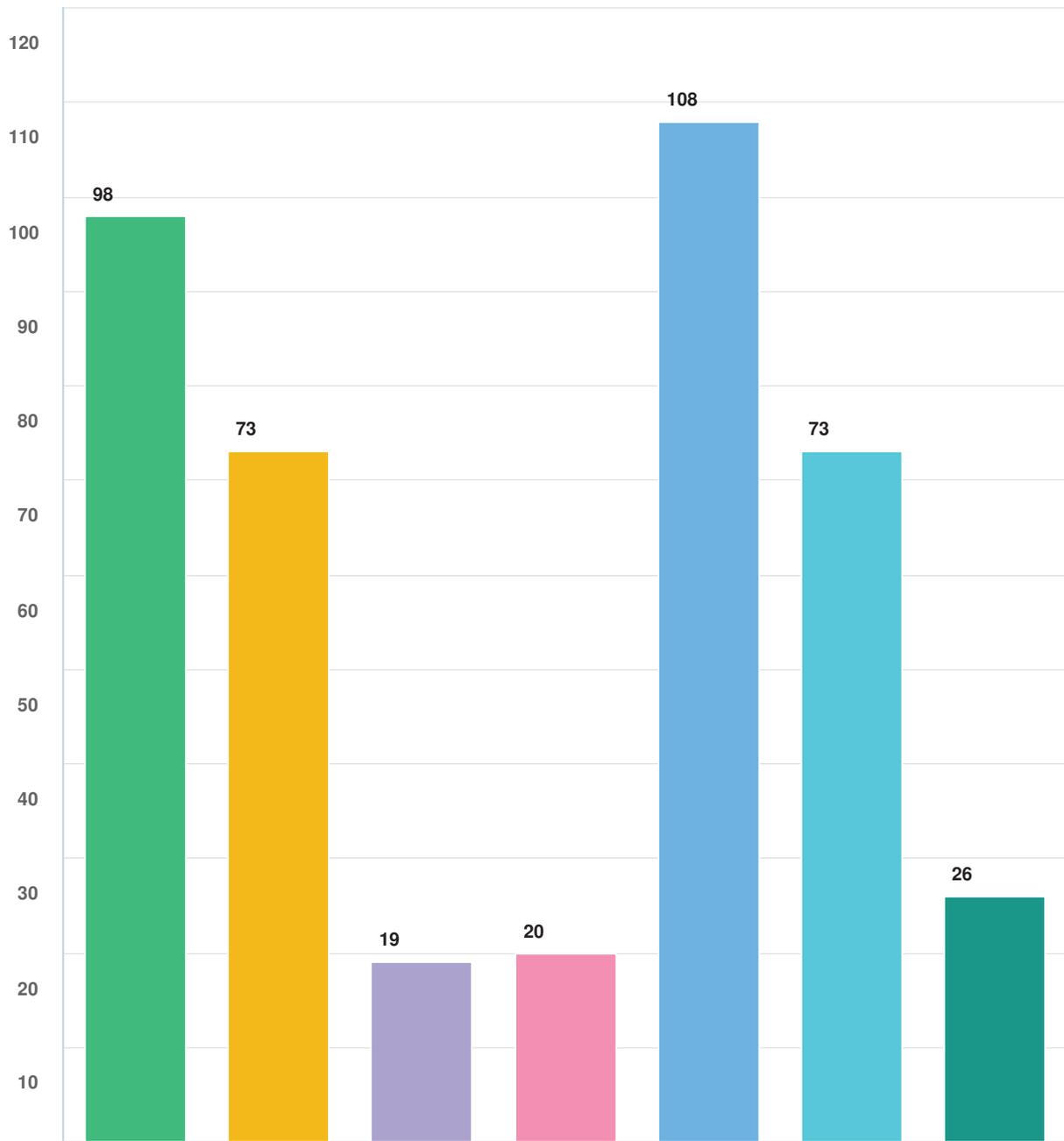


Question options

- 1) I feel very unsafe and uncomfortable riding this route.
- 2) I feel fairly unsafe and somewhat uncomfortable riding this route.
- 3) Neutral, I feel okay riding this route.
- 4) I feel pretty safe and comfortable riding this route.
- 5) I feel extremely safe and comfortable riding this route.
- N/A I do not bike this route.

Optional question (342 response(s), 2 skipped)
Question type: Radio Button Question

Q10 Are there any areas where you feel unsafe along the bike route on South Eton? (Select all that apply.)



Question options

- Between E. Maple and Yosemite (bike sharrow)
- Between Yosemite and Villa (unprotected bike lane)
- Between Villa and Bowers (protected bike lane)
- Between Bowers and Lincoln (protected bike lane)
- N/A I do not bike this route.
- N/A I feel safe biking this route.
- Other (please specify)

Optional question (324 response(s), 20 skipped)
 Question type: Checkbox Question

S ETON REDESIGN

SHARE YOUR FEEDBACK

NAME: Diane Smith

EMAIL: dianesmith@5912@yahoo.com

PLEASE LEAVE ANY OTHER IDEAS OR CONCERNS THAT YOU HAVE REGARDING S ETON BELOW:

5912@yahoo.com

RFB Consider at Cole St Highly trafficed w/ pedestrians cars Bikes

after a stop sign at Lincoln people speedup.

RFB Consider at Melton that is Between 2 Stop Signs to help slow traffic

S ETON REDESIGN

SHARE YOUR FEEDBACK

NAME: Rick Minor

EMAIL: rick.minorjr@gmail.com

PLEASE LEAVE ANY OTHER IDEAS OR CONCERNS THAT YOU HAVE REGARDING S ETON BELOW:

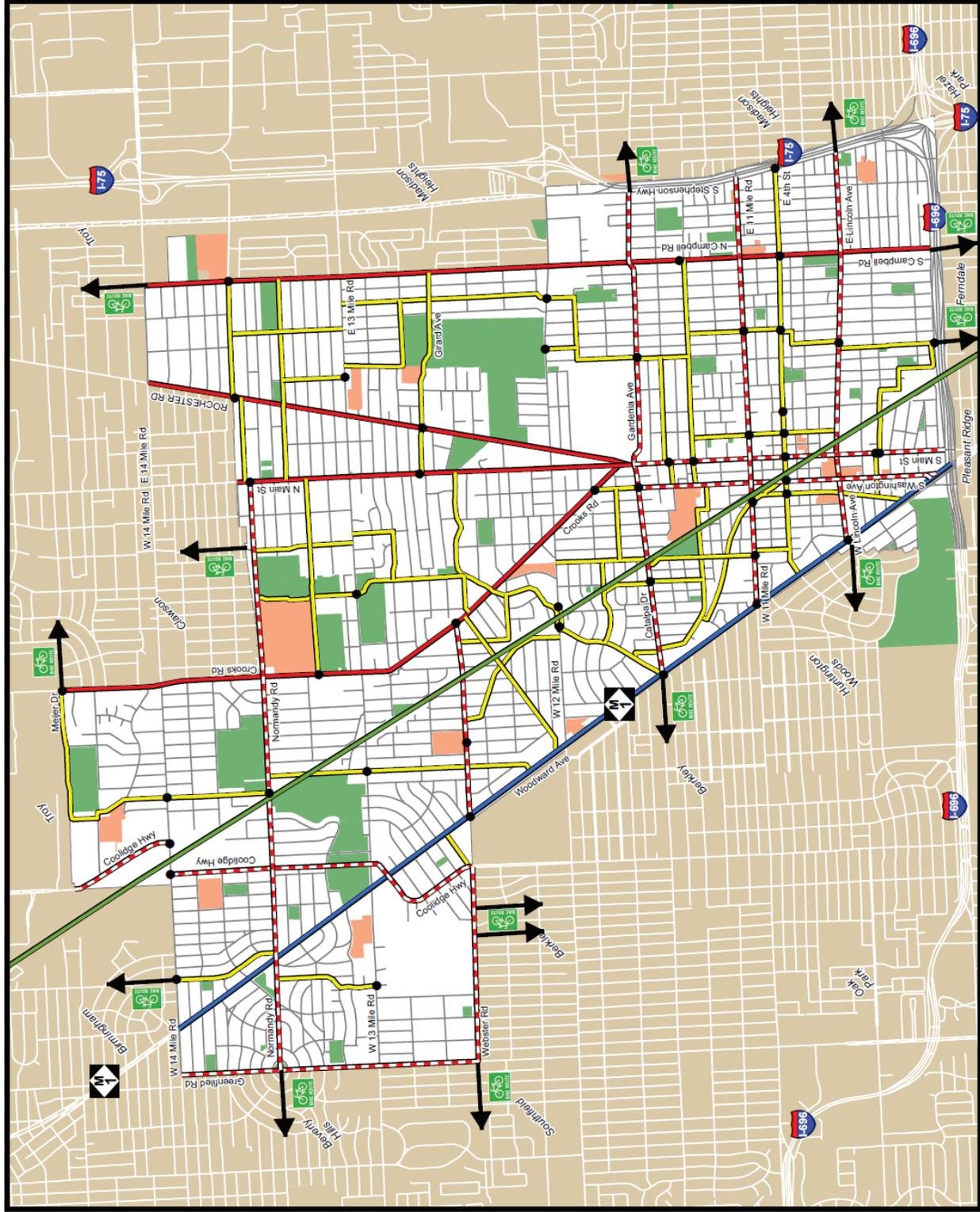
would like RFB AT cole street

Non-Motorized Transportation Bicycle Network Map

Legend

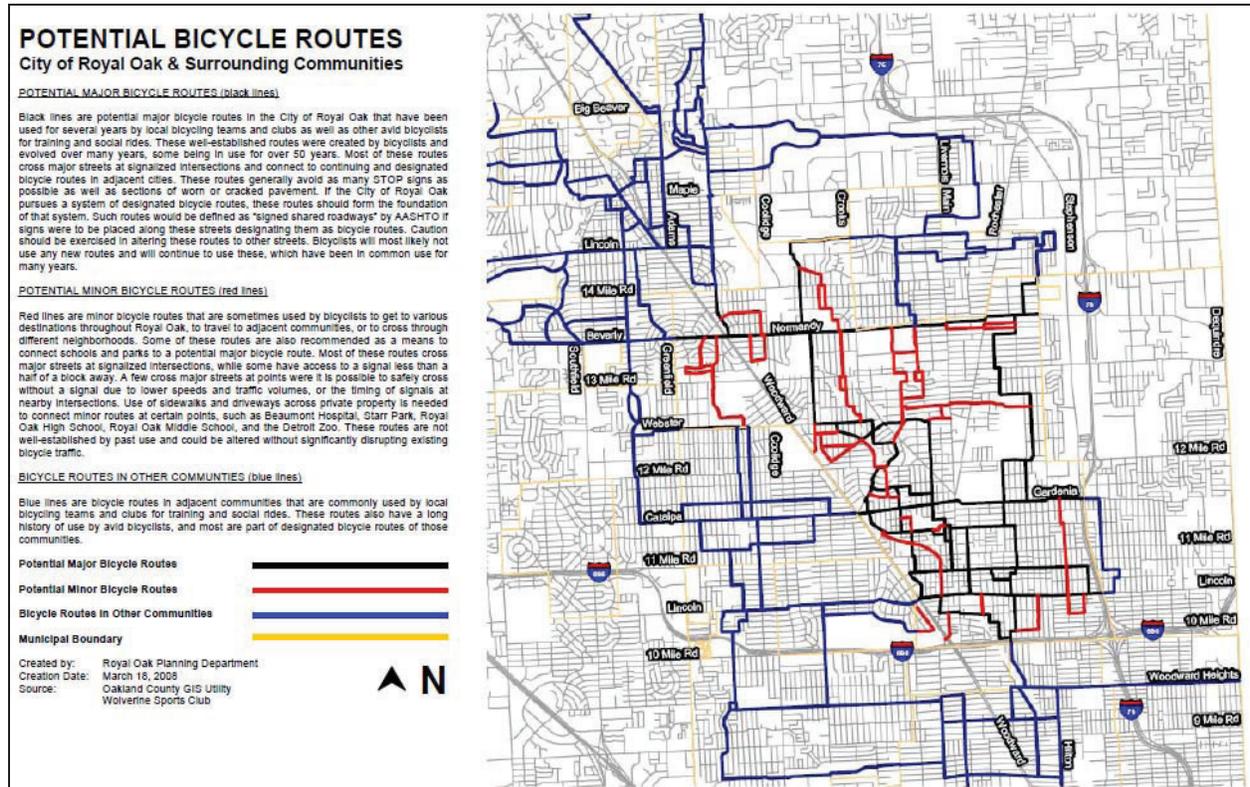
-  Shared Lane Marking
-  Bike Lane With Road Diet
-  Bike Route
-  Path or Trail
-  Future Improvement Area
-  Road Centerlines
-  Connection To Adjacent City
-  Traffic Signals On Bicycle Routes
-  Parks & Open Space
-  Educational Facilities

Created by: Royal Oak Planning Department
 Creation date: 02/24/2012
 Sources: Oakland County Dept of Info. Tech
 Active Transportation Alliance



Potential Bicycle Routes Map

The Potential Bike Route Map was developed by city staff and adopted in 2008. It identifies both major bike routes used by experienced cyclists in Royal Oak and surrounding communities, and minor bike routes used to get through neighborhoods and connect to parks and schools.



Woodward Avenue Action Association

The Woodward Avenue Action Association (WA³) formed in 1996 as a nonprofit economic development organization representing communities along Woodward Avenue. The WA³ has been successful in obtaining Michigan Heritage Route, National Scenic Byway, and All-American Road designations for Woodward Avenue as well as close to \$5 million in federal funding for various economic development, tourism, promotion and preservation efforts. A number of operating / planning documents have been approved to guide improvement projects along Woodward Avenue, including a Byway Corridor Management Plan, Attractions and Historic Sites, Public Spaces Design Framework Plan, a Transit-Oriented Development Corridor Study, and their own Non-Motorized Plan.

Other Plans & Studies

The City of Royal Oak has initiated various other planning efforts in the past, including the following: the General Development Plan (Master Plan) adopted in 1968 and updated in 1999 and 2012; the Eleven Mile Road Corridor Plan adopted in 1989; the Parks & Recreation Master



Royal Oak

MAP OF CITY OF ROYAL OAK OAKLAND COUNTY, MICHIGAN

COMMUNITY DEVELOPMENT
DEPARTMENT



-  SIGNED BIKE ROUTES
-  SHARED BIKE LANE (SHARROWS)
-  DEDICATED BIKE LANES

The MICHIGAN BICYCLING FEDERATION is pleased to invite you to ride on the first coordinated "BIKE ROUTE". It has been established with the cooperation of the Parks and Recreation Departments of the cities through which it runs. There have been established routes in various cities but this new route consolidates them. Many more are planned.

WHAT ARE BIKE ROUTES?...Bike routes represent a system of secondary routes, usually on low traffic streets, designed to provide a way between parks, picnic areas, schools, recreation centers and cultural centers of the community.

Parents have more peace of mind when their children ride on well marked streets as motorists are prepared and exhibit greater care and responsibility.

Adult riders also appreciate the added safety of the bike route. They are encouraged to use their bicycles more often for fitness or for transportation to their business.

Police officials find that motorists instinctively lower their speed when they see the bike route sign. Some motorists avoid the bike route streets thus reducing traffic, parking and noise problems in residential areas.

Residents of the community appreciate the added recreational attraction with little or no cost to the community.

REMEMBER...The bike route DOES NOT give you the right to forego the accepted rules of the road, traffic laws and licensing normally associated with bicycles.

Bike routes are a means of encouraging safety and enjoyment, not to ignore them. Ride on the right side of the street, obey all traffic signs, and above all...only one on a bike, please! Lights at night are a must. Bicycle licenses can be obtained only at City Halls.

RIDING TIPS...Proper riding position on your bicycle will result in maximum efficiency. Avoid the common tendency to place the saddle too low. The top of the handle bar should be set no higher than the saddle top. Train yourself to ride straight - look ahead, don't look down at your feet. Proper clothing is important. Light colored, lightweight, close fitting, flexible clothing that doesn't catch the wind, saves weight and reduces effort. Eat lightly and often before the first sign of hunger. Drink also, but nothing cold when you are hot.

We need your help to promote good bicycling in all its phases throughout the State. Support the efforts of the MICHIGAN BICYCLING FEDERATION by joining one of the many bicycling clubs or organizations in the State. The majority of these bicycling organizations are affiliated with the MICHIGAN BICYCLING FEDERATION.

For further information, write to the M.B.F. (address above) or call at (313) 547-0050.

Enjoy your ride!

MIKE WALDEN, President
Michigan Bicycling Federation

FRED HAMANN, Vice-President Touring,
Michigan Bicycling Federation

THE MICHIGAN BICYCLING FEDERATION welcomes any questions or suggestions on any phase of bicycling. If a reply is needed, please enclose a stamped, self-addressed envelope.

It is hoped that as a supporter of MICHIGAN BICYCLING FEDERATION you will:-

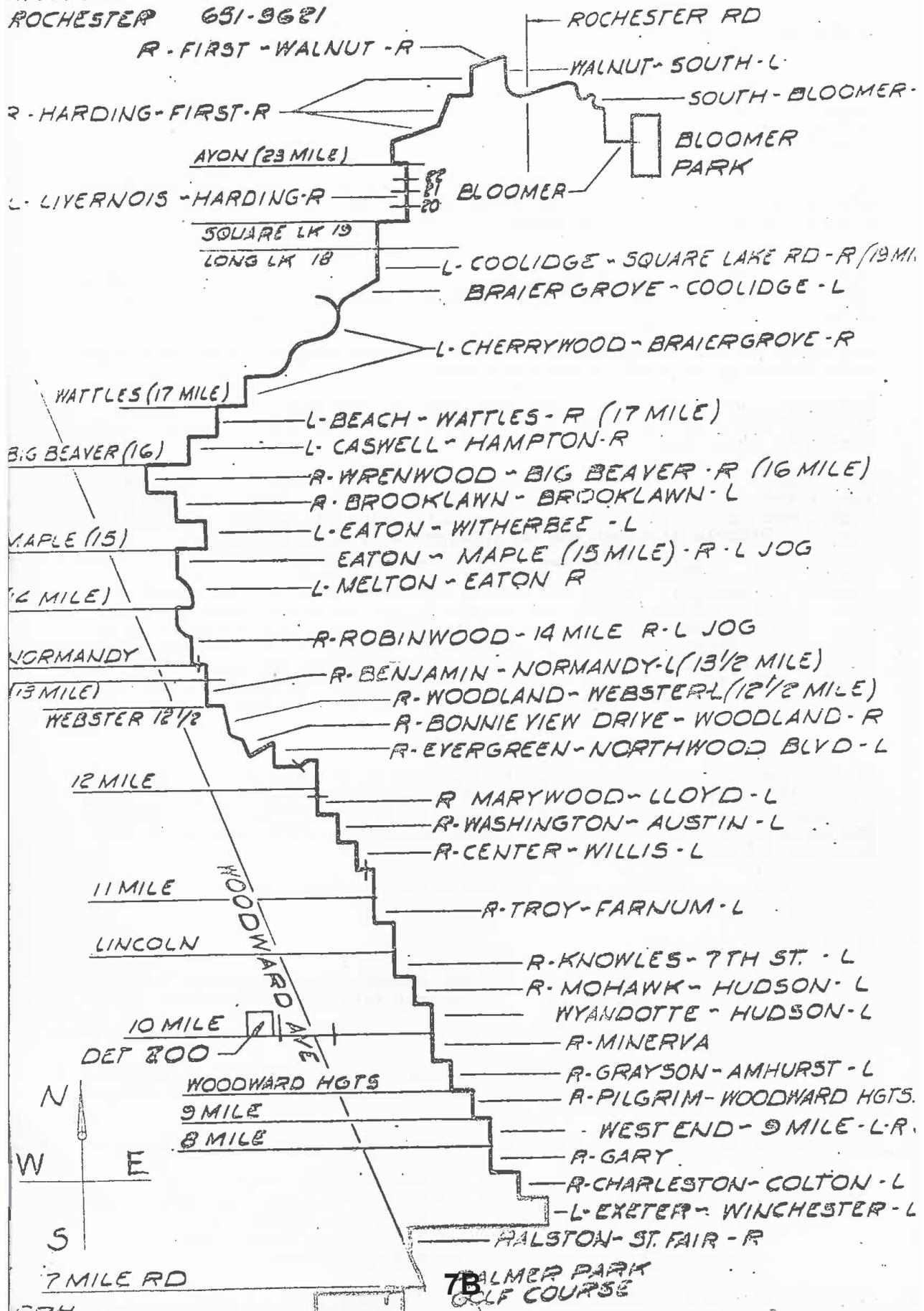
Be courteous and obey all the rules of the road.
Help the energy crisis by riding your bicycle regularly.
Do your part for ecology by not being a litter bug.
Support the efforts of Michigan Bicycling Federation in the promotion of bicycling in all its phases.

MICHIGAN BICYCLING FEDERATION information number is:- (313) 547-0050

EMERGENCY NUM (POLICE)
 DETROIT 12TH 224-4120
 FERRISDALE 341-3630
 ROYAL OAK 543-7500
 BIRMINGHAM MI 4-3400
 TROY 689-4435
 AYON TWP 651-8381
 ROCHESTER 651-9621

THIS MAP HAS NO SCALE

R = RIGHT TURN
 L = LEFT TURN

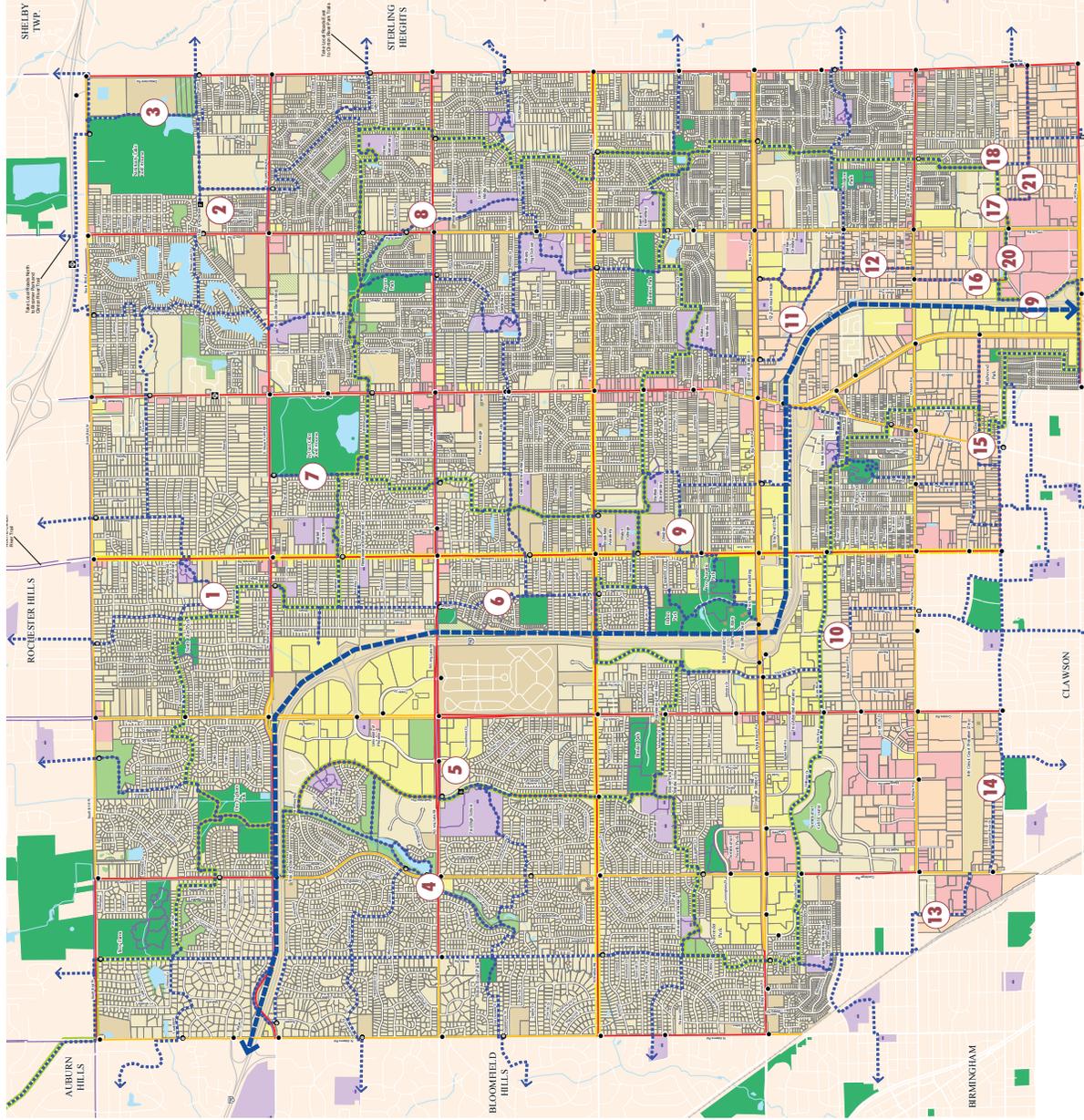


CITY OF TROY PATHWAY PLAN

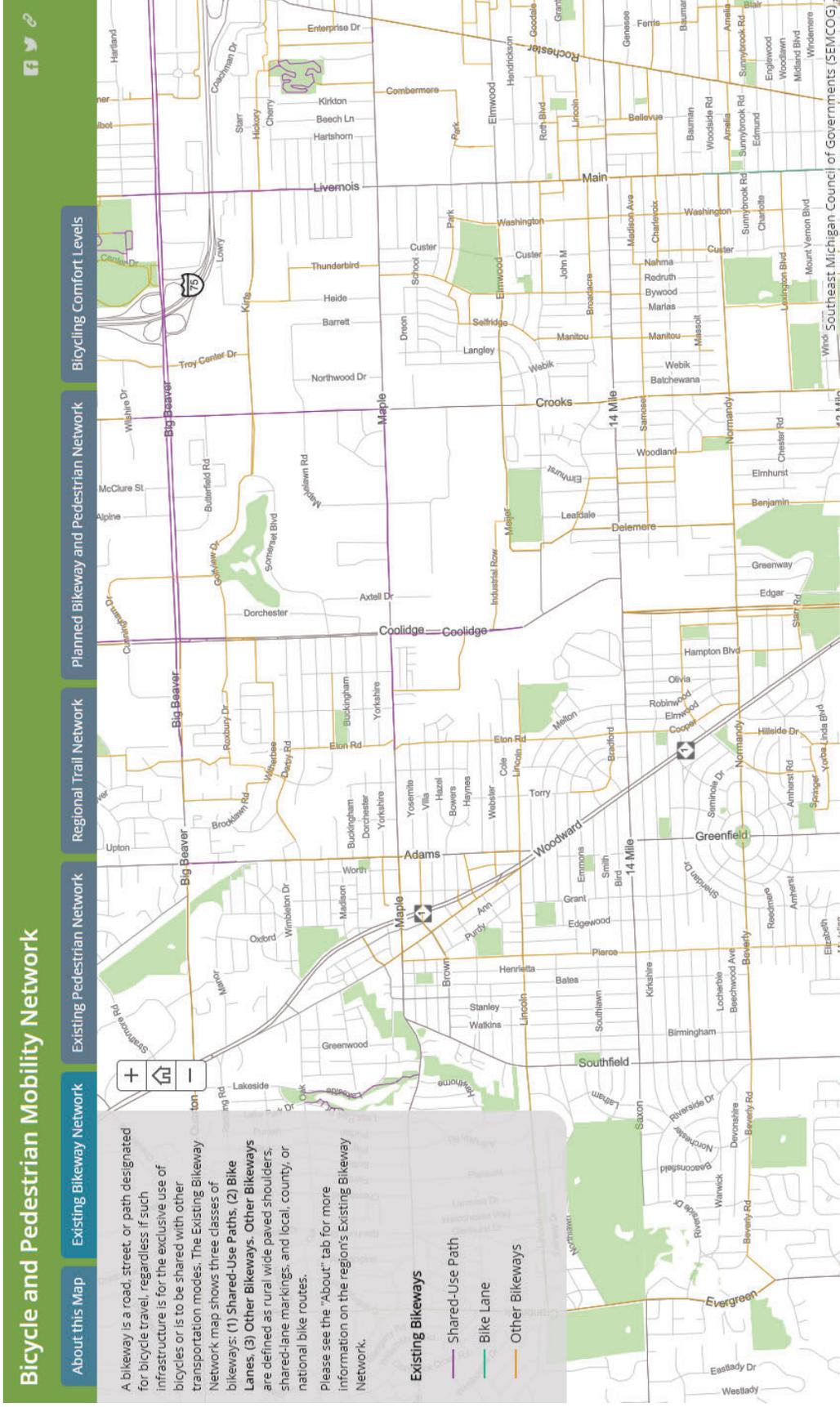
The Plan at right represents the cumulative design based on preliminary plans and the desires of the City of Troy and the TTC. The plan illustrates routes, destinations, crossings and future improvements.

Below is a list of desired and potential projects, in no particular order of significance, to implement the Troy Pathway Trail Plan keyed numerically on the plan.

1. Desire to create pathway between Freedmoor Drive and Woodland Elementary School through private property.
2. Boardwalk through wetland area.
3. Desire to create pathway segment along hospital.
4. Desire to create off-road trail segment through church property and neighborhood greenspace.
5. Add sidepath along west side of Northfield Parkway through the High School property.
6. Desire to use existing private pathway.
7. Desire to create pathway along the boundary of Sylvan Glen Golf Course.
8. Desire to create off-road trail segment through neighborhood greenspace and church property.
9. Potential to add pathway through proposed City Park.
10. Desire to create pathway between Kirns Boulevard and Heide Road through private property.
11. Desire to create pathway along creek through private property.
12. Potential to add bike lanes.
13. Coordinate route with future transit center.
14. Desire to create pathway through empty lot.
15. Desire to create pathway between Rankin Road and Elmsford Drive through private property.
16. Potential for four to three lanes conversion on Chicago Road to include bike lanes.
17. Desire to create pathway through private property between Ellior and Lovington Roads.
18. Desire to create pathway to Executive Drive through private property.
19. Desire to add sidepath on west side of Oakland Mall Service Drive.
20. Potential for sidepath along north side of Chicago Road.
21. Potential for three to two lane conversion to include bike lanes.



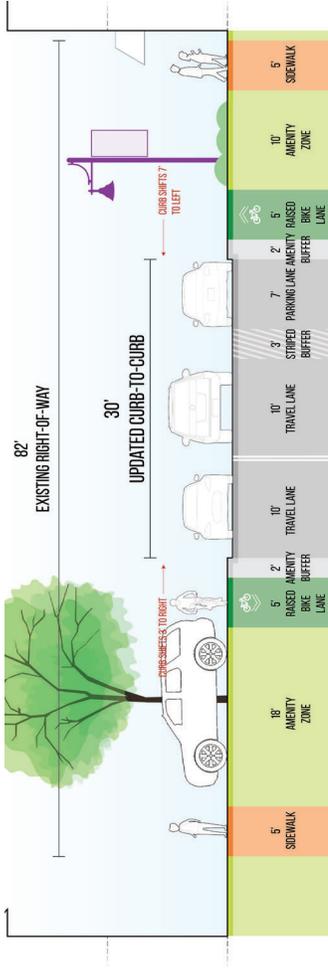
7B



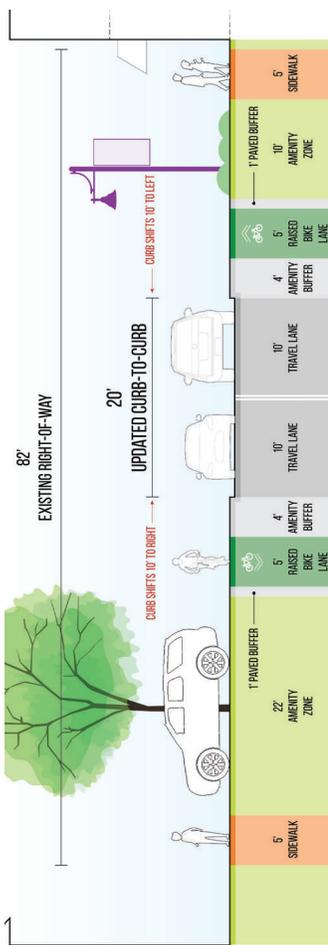


MARCH-APRIL PUBLIC WORKSHOP AND MAY MMTB S ETON NORTH ALTERNATIVES

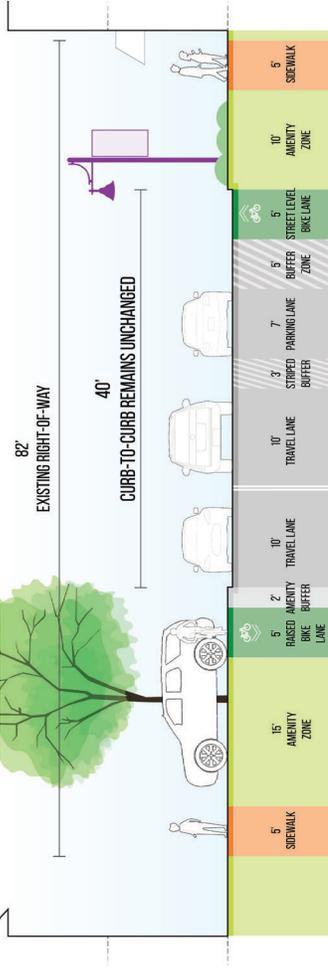
ALT B1 - RAISED BIKE LANES, BOTH CURBS MOVE



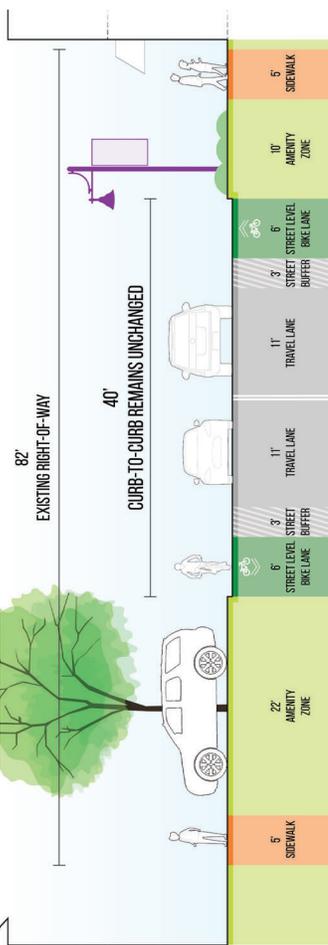
ALT B3 - RAISED BIKE LANES, BOTH CURBS MOVE



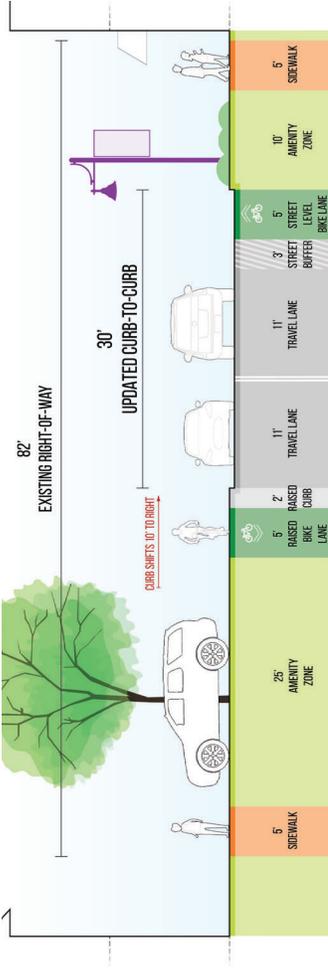
ALT B2 - RAISED BIKE LANE SB / STREET LEVEL BIKE LANE NB



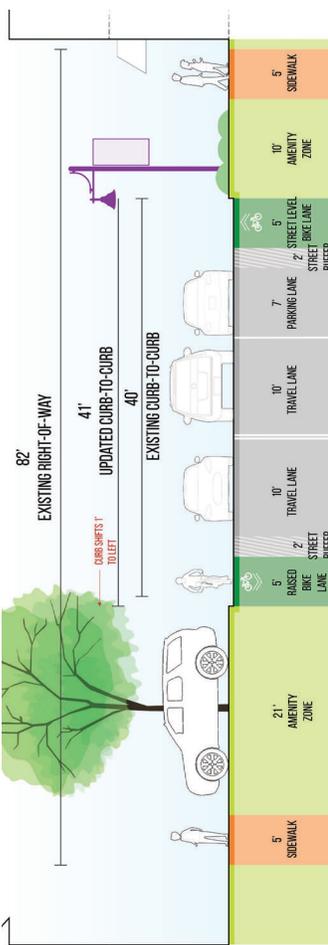
ALT C3 - STREET LEVEL BIKE LANES, NO CHANGE TO CURB



UPDATED ALTERNATIVE B2

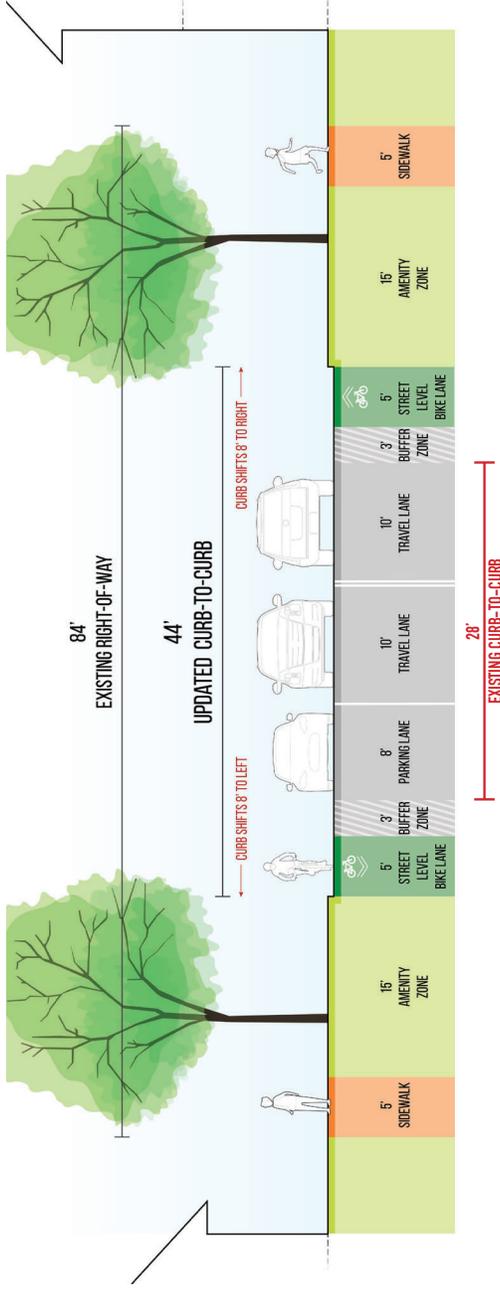


NEW ALT - STREET LEVEL BIKE LANES WITH ON-STREET PARKING

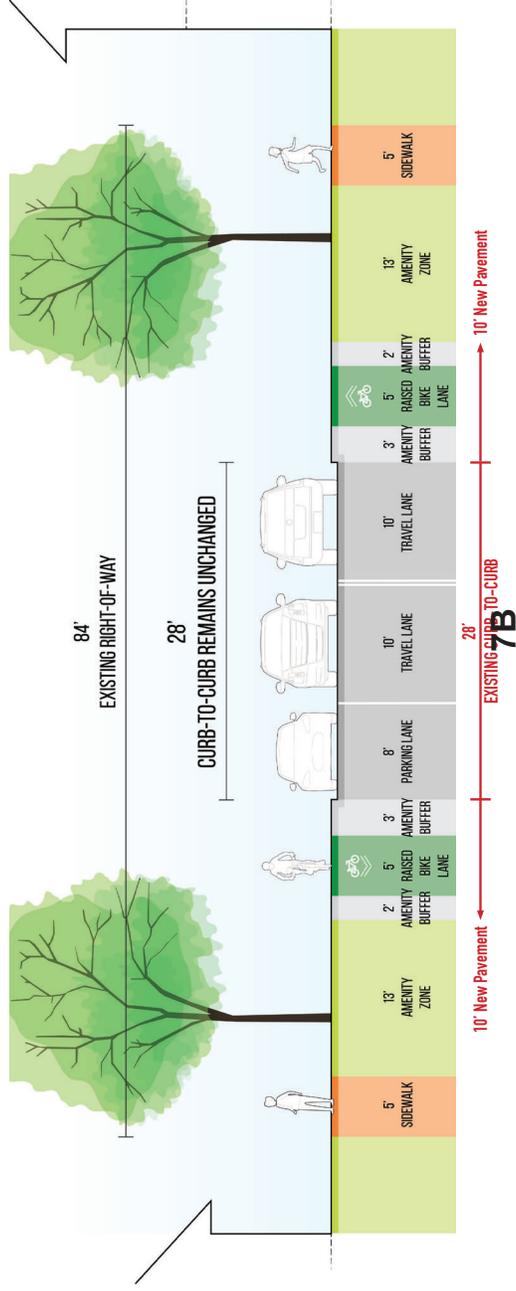


MARCH MMTB S ETON SOUTH ALTERNATIVES

ALTERNATIVE C1 - STREET LEVEL BIKE LANES (LOOKING NORTH)

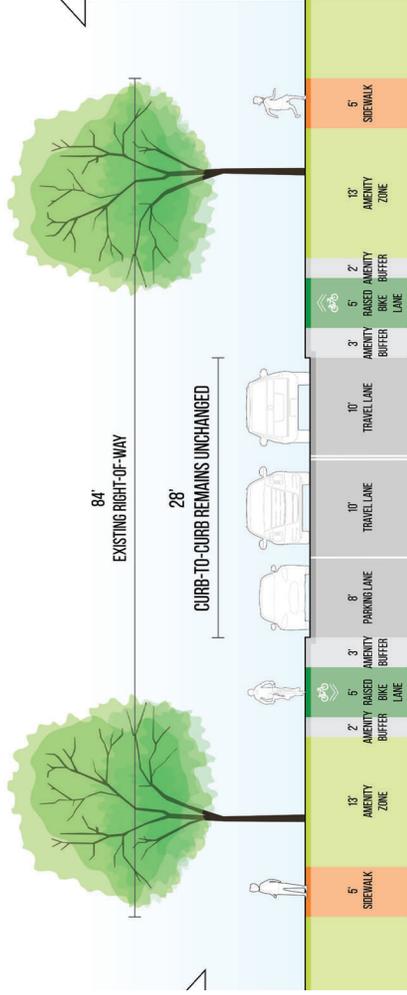


ALTERNATIVE B1 - RAISED BIKE LANES (LOOKING NORTH)

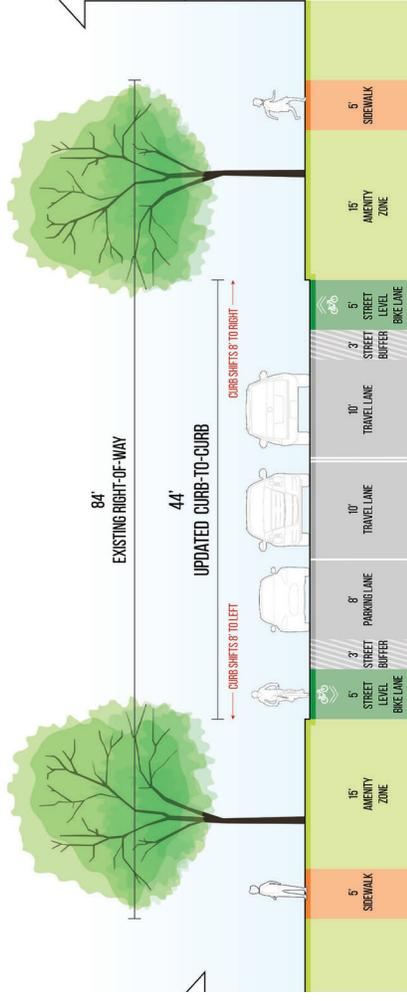


MARCH-APRIL PUBLIC WORKSHOP AND MAY MMTB S ETON SOUTH ALTERNATIVES

ALT B1 - RAISED BIKE LANES, NO CHANGE TO CURB



ALT C1 - STREET LEVEL BIKE LANES, BOTH CURBS MOVE

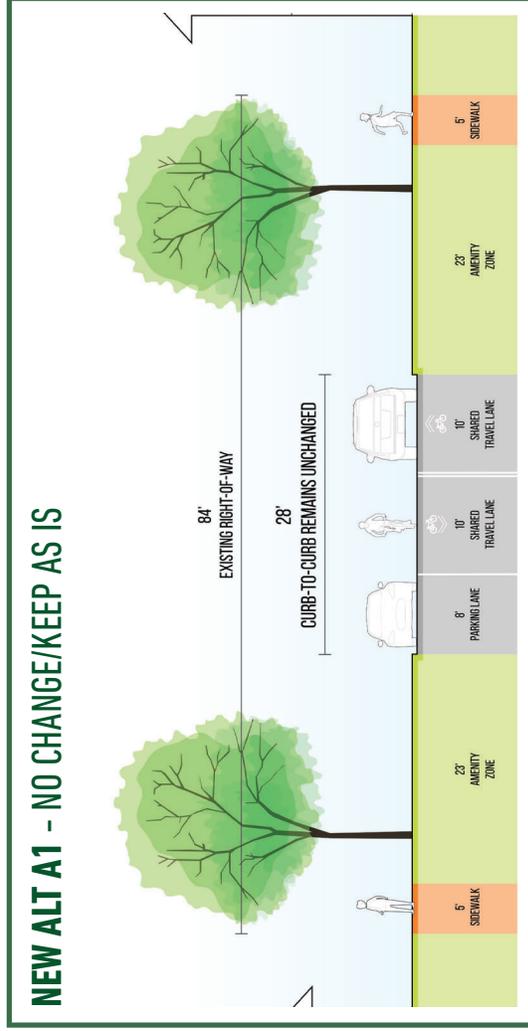


Existing painted bumpouts and bollards



Example sharrow signage

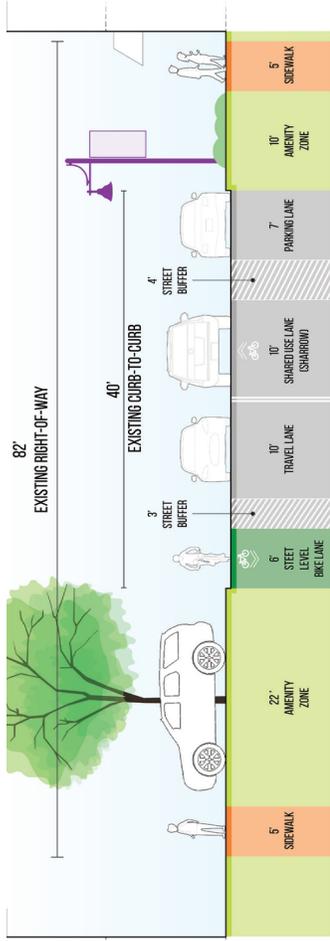
NEW ALT A1 - NO CHANGE/KEEP AS IS



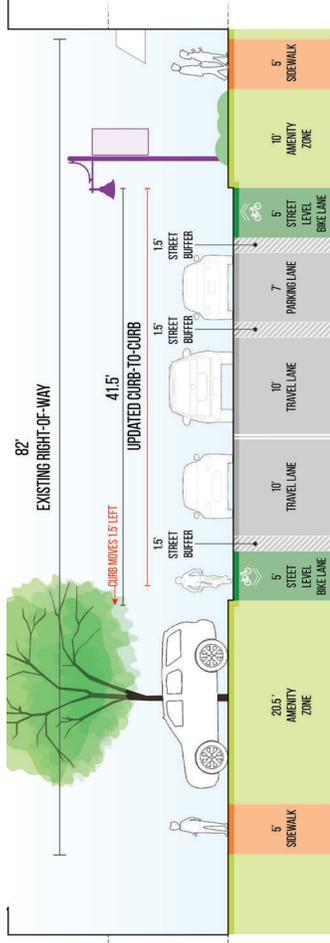
- Add more sharrow markings + signs
- 7B Fill in painted bump-outs

JUNE MMTB SETON NORTH ALTERNATIVES

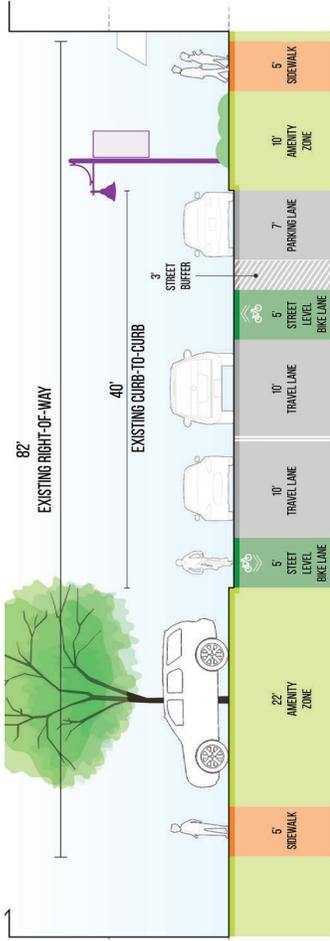
ALT 1 - EXISTING MODIFIED CYCLE TRACK



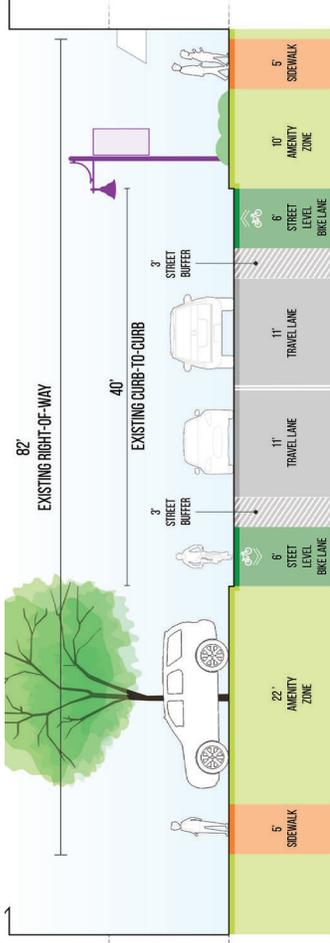
ALT 4 - FLOATING PARKING AND BUFFERED BIKE LANES



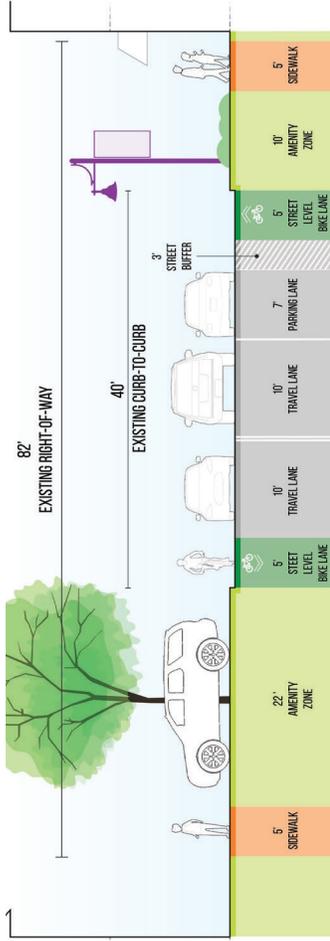
ALT 2 - CURBSIDE PARKING LANE OPTION



ALT 5 - IMPROVED SIGHT DISTANCE, NO PARKING

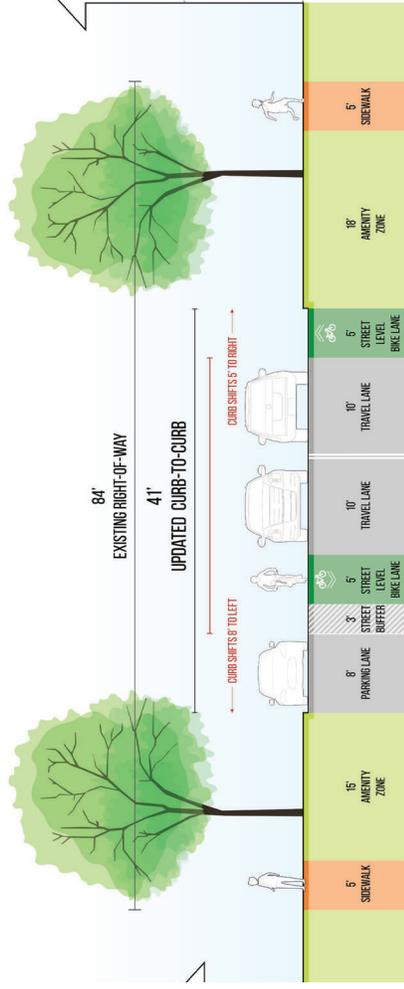


ALT 3 - CURBSIDE BIKE LANE OPTION

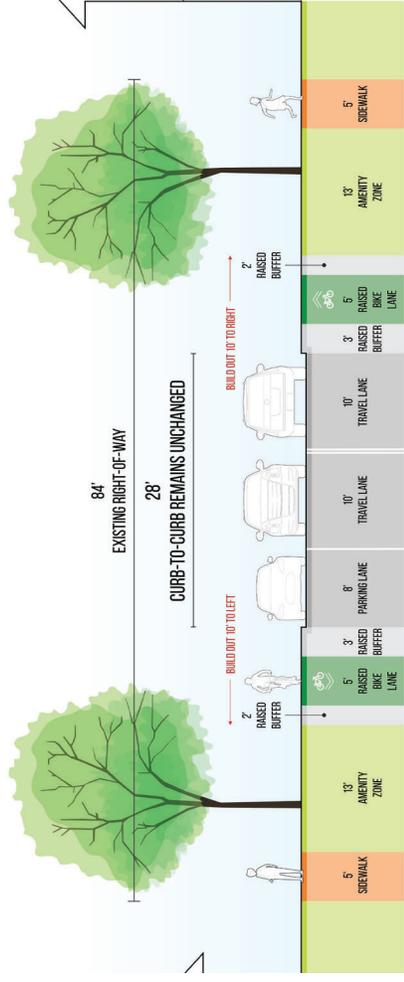


JUNE MMTB S ETON SOUTH ALTERNATIVES

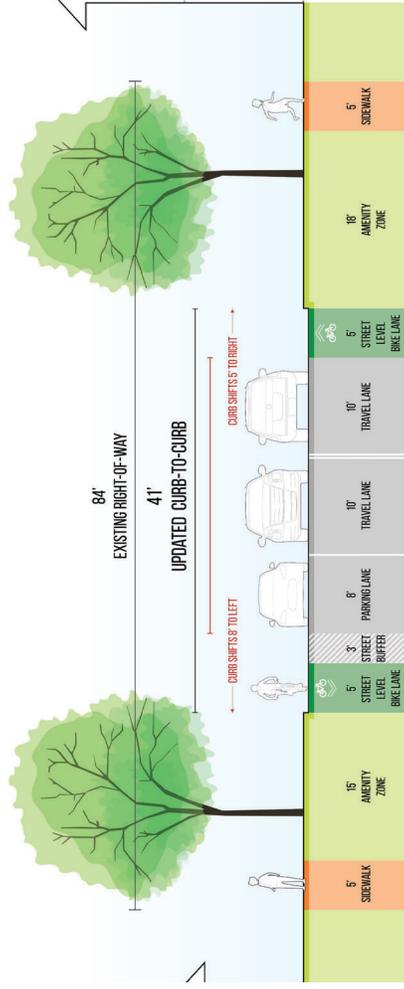
ALT 1 - CURBSIDE PARKING LANE OPTION



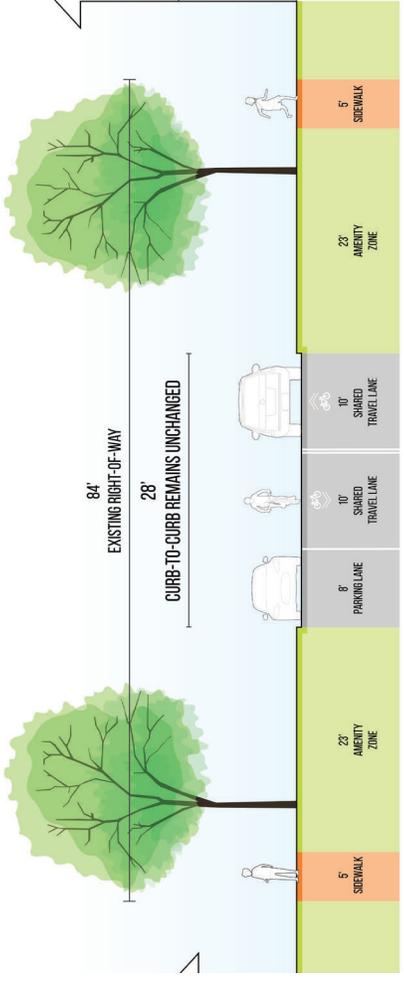
ALT 3 - RAISED BIKE LANES



ALT 2 - CURBSIDE BIKE LANE OPTION



ALT 4 - KEEP AS IS, ADD SHARROW MARKING/SIGNAGE





MEMORANDUM

City Manager's Office
City Attorney

DATE: July 19, 2023

TO: City Commission

FROM: Jana L. Ecker, City Manager
Mary M. Kucharek, City Attorney

SUBJECT: YMCA Lease for 400 E. Lincoln Street, Birmingham

INTRODUCTION:

The City of Birmingham was presented with an opportunity to purchase the YMCA building and land in the City of Birmingham for the future home of our senior service organization, NEXT, and for the ongoing services provided by the YMCA. The purchase agreement with the YMCA and the memorandum of understanding with NEXT regarding the property was approved by the City Commission on June 5, 2023.

BACKGROUND:

After approval of the Purchase Agreement with the YMCA, the City began ordering all required title and survey documents that are necessary to proceed to closing on the property, and then began negotiating a lease with the YMCA to allow the YMCA to lease their former building and property from the City after the City takes ownership of the property at 400 E. Lincoln. As previously discussed, the YMCA, the City and NEXT agreed that the YMCA will continue to provide services in the existing building, and will continue to have some responsibility for the maintenance of the building and land during a three year transition period. This three year transition period will allow time for the future planning, financing, and necessary renovations to provide a permanent home for NEXT, and to allow for a continued presence of the YMCA.

At this time, the City and the YMCA have negotiated a three year lease for the property at 400 E. Lincoln, that allows the YMCA to continue to operate in the building, and to pay utility costs and building and property maintenance costs. The proposed lease was drafted based on the format of the lease between the City and the Birmingham Bloomfield Art Center that has been in place

for many years, as well as the Purchase Agreement between the City and the YMCA. Should the City Commission approve the lease with the YMCA, the City is expected to close on the purchase of the YMCA property on July 26, 2023.

LEGAL REVIEW:

The City Attorney has drafted and recommends approval of the proposed lease agreement with the YMCA.

FISCAL IMPACT:

The proposed lease agreement with the YMCA will allow the City to recover a substantial portion of the building operation and maintenance costs over the next three years as plans are finalized for the design and renovations needed to establish a senior center/recreation center at 400 E. Lincoln.

SUSTAINABILITY:

The existing building at 400 E. Lincoln will require significant renovation and replacement of building systems in the future. The proposed lease provides for the YMCA to cover the operation and maintenance costs for the building while the City formulates a long term plan for the renovation of the building. All future renovations will consider the use of sustainable materials, low VOC paint, energy efficient systems and fixtures, and/or alternative energy sources or other green elements.

PUBLIC COMMUNICATIONS:

The proposed purchase of the YMCA property, and the plan to lease the property to the YMCA has now been discussed at many City Commission meetings and workshops.

SUMMARY:

To complete the next step towards the closing on the property at 400 E. Lincoln and the future use of the building, the City Commission is asked to approve a three year lease agreement with the YMCA to create a transition period for the future planning and renovation of the building as a senior center/recreation center.

ATTACHMENTS:

- Purchase Agreement

SUGGESTED COMMISSION ACTION:

Make a motion to adopt a resolution to approve a three (3) year Lease Agreement in the amount of \$1 per year allowing the YMCA to continue to provide their services at 400 E. Lincoln Street after the City closes on the purchase of the property, and further to direct the Mayor and City Clerk to sign the Lease Agreement with the YMCA.

LEASE AGREEMENT

THIS LEASE is made this _____ day of _____, 2023, by and between the **CITY OF BIRMINGHAM**, A Michigan Municipal Corporation, the Lessor, whose address is 151 Martin Street, Birmingham, Michigan, 48009, hereinafter designated as the LESSOR, and the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT**, the Lessee, a Michigan Non-profit Corporation, whose address is 1401 Broadway, Suite 3A, Detroit, Michigan, 48266, hereinafter designated as the LESSEE.

I.

Leasing Agreement and Description

The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed by the Lessee, does hereby Lease to the Lessee the following described premises, hereinafter referred to as the PROPERTY, and situated in the City of Birmingham, Oakland County, Michigan, to-wit:

Approximately 1.52 acres of land commonly known as the Birmingham Family YMCA Building located at 400 E. Lincoln Street, Birmingham, MI, 48009.

Tax Parcel No.: 08-19-36-403-032

Attachment A – legal description

II.

Term and Rental

(a) The term of this Lease shall be for a period of three (3) years commencing on _____, 2023, and ending on _____, 2026, unless terminated early at the Lessee's or Lessor's desire, but upon a written notice of three (3) months prior to the termination of the Lease. Lessee shall pay to the Lessor as rent for said premises the sum of One Dollar (\$1.00) per year, payable in advance on the first day of each lease year of the term to this Lease.

(b) Once the three (3) year lease term between the Lessor and the Lessee is completed, in 2026, the Lessee may enter into a successive lease with the Lessor wherein the Lessee will maintain a presence providing for YMCA services for the community and utilizing approximately 10,000 square feet of the Subject Property.

(c) During the initial three (3) year lease term (the effective date is 2023-2026), the Lessor will begin integration and working collectively with the Lessee and NEXT in order to continue to provide YMCA services for the community.

III.

Alterations and Additions

The Lessee shall make no alterations or additions to the premises without first obtaining the written consent of the Lessor. Any and all permanent improvements made by the Lessee, whether to the existing building or land, shall be for the benefit of the Lessor and shall revert to the ownership of the Lessor at the conclusion of the term of this Lease. Should Lessee erect any moveable structures on the leased premises, the same can be removed by the Lessee at the termination of this Lease, provided, however, that the Lessee return the premises to a condition acceptable to Lessor at Lessee's sole expense. The Lessor agrees to be physically and financially responsible for maintaining the subject property and all of its systems at the same level and duty of care as at the closing date during the three (3) year lease period. The Lessee agrees that in order to satisfy this paragraph, any costs for each individual project in excess of Twenty-five Thousand Dollars (\$25,000.00) shall be shared by the Lessor and Lessee proportioned to the party that receives the greatest benefit for such endeavor. Lessor must provide approval of any expenditure, purchase, or repair in excess of Twenty-five Thousand Dollars (\$25,000.00) prior to said expenditure or repair. The Lessor, however, will not participate in any pool related improvements, including and without limitation, any repairs, equipment replacements, improvements, capital improvements, maintenance or changes, or any costs associated therewith. For the purposes of this Section and for all other sections, "the greatest benefit for such endeavor" shall be determined by apportioning the useful life of the item in question, and allocating the cost of such item to Lessor for the portion of the useful life attributable to the term of this Lease, and allocating the remainder of the costs to Lessor. All improvements, alterations, and additions shall become the property of the Lessor and remain with the Property and shall remain upon and be surrendered to the Lessor at the expiration of this Lease.

IV.

Obligations of Lessee With Reference to Building and Grounds

During the term of this three (3) year Lease, Lessee agrees to:

- (a) Be responsible for upkeep and maintenance of the premises including, but not limited to keeping the interior of the premises, the roof, outer walls, concrete floors, plumbing and electrical wiring of the premises including any additional structures constructed by the Lessor in as good of repair as when taken, except for reasonable use and wear expected. The Lessee agrees that in order to satisfy this paragraph, any costs for each individual project in excess of Twenty-five Thousand Dollars (\$25,000.00) shall be shared by the Lessor and Lessee proportioned to the party that receives the greatest benefit for such endeavor. Lessor must provide approval of any expenditure, purchase, or repair in excess of Twenty-five Thousand Dollars (\$25,000.00) prior to said expenditure or repair. The Lessor, however, will not participate in any pool related

improvements, including and without limitation, any repairs, equipment replacements, improvements, capital improvements, maintenance or changes, or any costs associated therewith. For the purposes of this Section and for all other sections, "the greatest benefit for such endeavor" shall be determined by apportioning the useful life of the item in question, and allocating the cost of such item to Lessor for the portion of the useful life attributable to the term of this Lease, and allocating the remainder of the costs to Lessor. All improvements, alterations, and additions shall become the property of the Lessor and remain with the Property and shall remain upon and be surrendered to the Lessor at the expiration of this Lease.

- (b) Maintain in good condition, the grounds, lawns and shrubbery of the premises and provide snow removal services for the parking lot, driveway and surrounding sidewalks.
- (c) Be physically and financially responsible for all repairs, replacements and maintenance of any and all equipment, including, but not limited to HVAC systems, electrical systems, utility systems and personal property during the three (3) year lease period.
- (d) Not perform any acts, or carry on any practices that may injure the Property or adjacent properties, or constitute a nuisance.

V.

Indemnification

To the fullest extent permitted by law, the Lessee and any entity or person for whom the Lessee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the Lessor, 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 Lessor, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Lessee including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the Lessor.

VI.

Insurance Requirements

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

A. Workers' Compensation Insurance:

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

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

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

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

E. Fire Coverage Insurance: The Lessee shall carry fire and extended coverage insurance on the building and all building improvements in the amount of Five Million Dollars (\$5,000,000.00), with the proceeds payable to Lessor and Lessee as their interests may appear. The Lessee shall carry adequate fire and extended coverage on the contents owned by Lessee and Lessor which are permanent in nature, property surrendered to the Lessor at the expiration of this Lease, and Property that is removable and owned by Lessee.

F. Additional Insured: All insurances, 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.

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

H. Proof of Insurance Coverage: Lessee shall provide the Lessor at the time the Lease is returned for execution, Certificates of Insurance and/or policies, acceptable to the Lessor, 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. Two (2) copies of Certificate of Insurance for Fire Coverage Insurance;
6. If so requested, Certified Copies of all policies mentioned above will be furnished.

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

VII.

Civic Obligations of Lessee

Lessee shall, during the term of this Lease:

- (a) Continue to operate and offer membership to the Young Men's Christian Association of Metropolitan Detroit to residents of Birmingham and residents of neighboring communities.
- (b) Once the three (3) year Lease between the Lessor and Lessee is completed, in 2026, the Lessor may enter into a successive lease with the Lessee wherein the Lessee will maintain a presence providing for YMCA services for the community and utilizing

approximately ten thousand (10,000) square feet of the subject Property. During the initial three (3) year Lease term (the effective date of 2023 to 2026) the Lessee agrees and accepts that the Lessor will be working with the 501(c)(3) organization NEXT in order to begin preparation for NEXT to move into the Subject Property. The Lessee will work cooperatively with the Lessor to accommodate this integration including but not limited to both interior and exterior property renovations. The Lessee will continue to provide YMCA services for the community during this integration period.

VIII.

Non-assignability

Lessee covenants not to assign or transfer this Lease or sublet said premises or any part thereof without the prior written consent of Lessor. This covenant shall not be deemed to be breached by Lessee permitting the use of classroom space by others to the extent contemplated as service to the community.

IX.

Use and Occupancy

It is understood and agreed that said premises may be used and occupied during the term of this Lease for the YMCA, including, but not limited to all YMCA programming and activities.

The property shall not be used for any purpose in violation of any law, Birmingham City ordinance, or regulation.

Should the use of the premises be for any other purpose, then Lessor, at its option, may declare Lessee in default and terminate this Lease.

X.

Damage by Fire or Other Casualty

If the building shall be damaged or destroyed to the extent of fifty percent (50%) of its value by fire or other casualty prior to the termination of the Lease, the Lessor will repair and restore the same to good tenantable condition with reasonable dispatch. If the building shall be damaged or destroyed to the extent of more than fifty percent (50%) of its value by fire or other casualty prior to the termination of this Lease, or if the Property shall be damaged or destroyed to any substantial extent on or before the termination of this Lease, the Lessor shall have the option to either repair and restore the same to good tenantable condition with reasonable dispatch or to terminate this Lease. Following such fire or other casualty, Lessor shall, with reasonable diligence, give Lessee a written notice, setting forth the option elected by the Lessor.

XI.

Compliance with Laws

Lessee shall at its own expense promptly comply with all lawful laws, ordinances, regulations or orders of all municipal, county and state authorities affecting the premises hereby demised and the cleanliness, safety, occupation and use of same.

XII.

Re-renting

Lessee hereby agrees that for a period commencing ninety (90) days prior to the termination of the Lease, the Lessor may show the premises to prospective Lessees and sixty (60) days prior to the termination of this Lease may display in and about said premises and in the windows thereof, the usual and ordinary "For Lease" signs.

XIII.

Holding Over

It is hereby agreed that in the event Lessee should hold over after the termination of this Lease, the tenancy thereafter shall be from month to month in the absence of a written agreement to the contrary.

XIV.

Utilities

Lessee will pay all charges made against said leased premises for gas, water, sewage disposal, heat, and electricity during the continuance of this Lease as the same shall become due.

XV.

Lessor's Access to Premises

Lessor shall have the right to enter upon the premises at all reasonable hours for the purpose of inspecting the same and/or planning and executing future improvements and/or renovations and/or changes to both the interior and exterior of the Property. If Lessor finds that any reasonable repairs required hereby to be made by Lessee under this Lease shall be necessary, Lessor *may* demand that Lessee make the same, and if Lessee refuses or neglects to make such repairs and complete the same with reasonable dispatch, Lessor may make or cause to be made

such repairs and shall not be responsible to Lessee for any ordinary loss or damage that may accrue to Lessee's property.

If Lessor makes or causes to be made such repairs, Lessee agrees that it will forthwith, on demand, pay to Lessor the actual cost thereof plus 5% for the costs of administration.

XVI.

Default and Re-entry

In case default shall be made in any of the covenants herein contained and if Lessee shall not have cured such default within ninety (90) days after receiving written notice from Lessor specifying the default or defaults complained of, then Lessor, its attorney, representatives, or assigns, may re-enter and repossess the premises and expel Lessee and those claiming through or under Lessee.

XVII.

Expenses on Re-entry

In the event that Lessor shall during the period covered by this Lease obtain possession of said premises by reentry, summary proceedings or otherwise, Lessee hereby agrees to pay Lessor all expenses incurred by Lessor in obtaining possession of the premises, including attorney fees, as well as all expenses, commissions and costs which may be paid for the reletting of the same.

XVIII.

Remedies Not Exclusive

It is agreed that each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits or any other rights, remedies, and benefits allowed by law.

XIX.

Waivers

One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

XX.

Notices

Written notices regarding this Lease shall be addressed to the following:

If to Lessor:

With a Copy to:

Jana Ecker, City Manager City of Birmingham 151 Martin Street Birmingham, MI 48009 Telephone: (248) 530-1811 E-Mail: jecker@bhamgov.org	Mary M. Kucharek, City Attorney Beier Howlett, P.C. 3001 W. Big Beaver Rd., Ste. 600 Troy, MI 48084 Telephone: (248) 282-1075 E-Mail: mkucharek@bhlaw.us.com
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If to Lessee:

Helene Weir, President & CEO YMCA of Detroit 1401 Broadway, Suite 3A Detroit, Michigan 48266 Telephone: (313) 223-2496 or (602) 795-2211 E-Mail: Helene.weir@ymcadetroit.org	Michelle Kotas, CFO YMCA of Detroit 1401 Broadway, Suite 3A Detroit, Michigan 48266 Telephone: (313) 223-2495 or (313) 267-5321 E-Mail: mkotas@ymcadetroit.org
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XXI.

Resolution of Disputes

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

**LESSEE:
YOUNG MEN'S CHRISTIAN ASSOCIATION OF
METROPOLITAN DETROIT**

By: _____
_____ President & CEO

Date signed by Lessee: _____, 2023

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2023, before me personally appeared _____, President and CEO who acknowledged that, with authority on behalf of Young Men's Christian Association of Metropolitan Detroit to do, so she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

**LESSOR:
CITY OF BIRMINGHAM**

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

Date signed by Lessor: _____, 2023

APPROVED:

Jana Ecker, City Manager
(Approved as to substance)

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

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



MEMORANDUM

Engineering Department

DATE: July 18, 2023

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Michigan Department of Transportation (MDOT) Contract Agreement
Mast Arm for Woodward Ave/Brown Street Intersection and Woodward
Ave/Forest Ave. Intersection

INTRODUCTION:

The Michigan Department of Transportation (MDOT) will be improving pedestrian crossings and traffic signals on Woodward Avenue at Brown Street and Forest Avenue. This project is bid through MDOT and a resolution is required for the contract agreement.

BACKGROUND:

MDOT will improve the pedestrian crossings at Woodward Avenue and Brown/Forest intersections starting in September 2023. These project improvements are for ongoing safety issues along Woodward Ave, and continues the City's goal of pedestrian improvements along Woodward Ave. MDOT estimated the construction cost for their project at \$539,866.87. The City is responsible for the cost of the mast arm and mast arm painting, an upgrade from MDOT's normal traffic span signal. The cost for the mast arm and mast arm painting is \$109,900.00.

LEGAL REVIEW:

The City Attorney has reviewed the agreement and has no comments or objections.

FISCAL IMPACT:

This project was budgeted for \$57,250.00 in the 2023/2024 fiscal year, in the Machinery and Equipment under Major Roads. The project will be funded by the following account:

Fund Account	Fund ID Number	City's Cost of Construction
Machinery & Equipment	202.0-316.000-971.0100	\$109,900.00

An amendment to the budget will be necessary due to the higher material costs of the mast arms.

SUSTAINABILITY:

This project will improve pedestrian mobility at the intersection of Woodward Ave and Brown Street, and Woodward Ave and Forest Ave.

PUBLIC COMMUNICATIONS:

A property owner meeting was held on Thursday, March 23, 2023 to discuss the Brown Street Paving Project, traffic access during construction, and special assessments. Property owners received the required notification for the sidewalk and streetscape special assessment district.

Weekly updates regarding the Brown Street Paving Project are being sent via Constant Contact. The City will share information received from MDOT regarding their work at Woodward Avenue and Brown Street/Forest Avenue.

SUMMARY:

It is recommended that the City Commission enter into a contract with MDOT, authorize the Mayor to digitally sign the agreement, and approve the budget amendment.

ATTACHMENTS:

- MDOT Contract No. 22-5560 (10 pages)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve Contract No. 22-5560, Control Section M 63051, Job Number 214051CON, between the Michigan Department of Transportation and the City of Birmingham in the amount of \$109,900.00, to charge this expenditure to account number 202.0-316.000-971.0000, and to authorize the Mayor to digitally sign the contract;

AND make a motion adopting a resolution to approve the appropriation and amendment to the fiscal year 2023-2024 budget as follows:

Major Street Fund:

Revenues:

Draw From Fund Balance	202.0-000.000-400.0000	<u>\$52,650</u>
Total Revenue		<u>\$52,650</u>

Expenditures:

Machinery and Equipment	202.0-316.000-971.0100	<u>\$52,650</u>
Total Expenses		<u>\$52,650</u>

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA
Control Section M 63051
Job Number 214051CON
Contract 22-5560

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BIRMINGHAM, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-1 (Woodward Avenue), within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning traffic signal installation work at Highway M-1 (Woodward Avenue); and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway M-1 (Woodward Avenue) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

PART A – LUMP SUM PAYMENT PAY ITEMS

Traffic signal mast arm installation work at the intersections of northbound Highway M-1 (Woodward Avenue) at Forest Avenue and southbound Highway M-1 (Woodward Avenue) at Brown Street, including work required for the placement of mast arm signals in excess of the work required to install standard strain wire signals; together with necessary related work, located within the corporate limits of the CITY; and

PART B – CONTRACTOR BID PAY ITEMS

Traffic signal pedestal painting work at the intersections of northbound Highway M-1 (Woodward Avenue) at Forest Avenue and southbound Highway M-1 (Woodward Avenue) at Brown Street; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the PART A portion of the PROJECT COST shall be a lumpsum amount of \$86,150 and the DEPARTMENT presently estimates the PART B portion of the PROJECT COST to be \$23,750 as hereinafter defined in Section 1 to be:

PART A	\$ 86,150
PART B	<u>\$ 23,750</u>
TOTAL	\$109,900

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of: (physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PART A portion of the PROJECT COST shall be a lumpsum payment. The PART B portion of the PROJECT COST is an estimated amount. The PROJECT COST shall be charged to the CITY 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is established and estimated to be as follows:

PART A	\$ 86,150
PART B	<u>\$ 23,750</u>
TOTAL	\$109,900

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY not including payments made for a working capital

deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

The CITY will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT PART A	\$86,150
DEPOSIT PART B	<u>\$ 9,500</u>
TOTAL DEPOSIT	\$95,650

The total deposit will be billed to the CITY by the DEPARTMENT and shall be paid by the CITY within 30 days after receipt of invoice.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the CITY and the DEPARTMENT in accordance with standard practice.

9. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

10. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

11. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF BIRMINGHAM

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



MEMORANDUM

Building Dept., Engineering Dept., and Legal

DATE: July 18, 2023

TO: Jana L. Ecker, City Manager

FROM: Bruce Johnson, Mary M. Kucharek, and Melissa A. Coatta

SUBJECT: H-Pile Earth Retention System (TERS)
Obstruction Permit Agreement for Right-of-way Occupancy by H Pile

INTRODUCTION:

In order to provide the least disruptive method of construction at 300 S. Old Woodward, the developer, Woodward Development, incorporated a Temporary H-Pile Earth Retention System (TERS) into the buildings' foundation design. The TERS would be located just inside the north, east, and south property lines to support the City Right-of-Way and underground utilities during excavation of the basement level of the new building. An as-built survey performed after the installation of the TERS revealed that one of the 56 H-Piles installed is located 3-inches into the Daines Street Right-of-Way. The as-built survey is attached for reference. The H-Pile encroaching into the Daines Street Right-of-Way is the fifth one heading west from the southeast corner of the property called out in a red box.

BACKGROUND:

The TERS was designed with the top of the wall to be located 4 feet below finished grade. The spacing of the H-Piles along the south elevation vary from 6 feet four inches to 8 feet apart (see attached plan). Removal of the H-Pile in question would require substantial excavation into the Daines Street Right-of-Way potentially disrupting sewer and water utilities along with adjacent H-Piles. City staff is recommending that the City allow the 3-inch encroachment to remain in the City of Right-of-Way and have it be abandoned in place. For consideration of allowing this and avoiding possible disruptive and dangerous excavation, Woodward Development will pay the City \$5,000.00.

LEGAL REVIEW:

After extensive communications with all parties involved, a written agreement has been created offering protections to the City by way of indemnification and a hold harmless agreement to the City for any costs or charges related to the abandonment of the H-Piles in the City's Right-of-Way. The obligations, responsibilities and protection of the City shall run in perpetuity, and the obligations and responsibilities shall run with the land, and this covenant shall be recorded with the Oakland County Register of Deeds.

FISCAL IMPACT:

In consideration of this encroachment, Woodward Development, LLC will pay the City \$5,000.00.

SUSTAINABILITY:

Not applicable.

PUBLIC COMMUNICATIONS:

This item is published in the agenda packet.

SUMMARY:

The City Attorney, Building Department, and Engineering Department recommend the approval of the Obstruction Permit Agreement for Right-of-Way Occupancy By H-Pile, and to accept \$5,000.00 in consideration of allowing a 3-inch encroachment of an H-Pile into the City's Right-of-Way at Daines Street.

ATTACHMENTS:

1. Obstruction Permit Agreement for Right-of-way Occupancy by H Pile – partially executed.
2. Approved TERS Plan.
3. TERS – as built – Nowak and Fraus.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Obstruction Permit Agreement for Right-of-Way Occupancy By H-Pile with Woodward Development, LLC and to accept \$5,000.00 in consideration of allowing a 3-inch encroachment of an H-Pile into the City right-of-way at Daines Street. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

**OBSTRUCTION PERMIT AGREEMENT FOR
RIGHT-OF-WAY OCCUPANCY BY H PILE**

THIS OBSTRUCTION PERMIT AGREEMENT FOR RIGHT-OF-WAY OCCUPANCY OF H PILE ("**Agreement**") is made this 28th day of June, 2023, by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, with an address of 151 Martin Street, Birmingham, Michigan, 48009 ("**City**"), and **WOODWARD DEVELOPMENT, LLC**, whose address is 15 Koch Road, Corte Madera, CA 94925 ("**WD**").

RECITALS

A. **WD** is constructing a four-story commercial structure located at the realty commonly known as 300 S. Old Woodward Avenue, Birmingham, Michigan 48009, which is more particularly described on **Exhibit A** ("**Project**").

B. In constructing the **Project**, a certain H pile located 48 inches below surface grade at 0.31 feet South, 0.03 feet East, which is more particularly identified on **Exhibit B**, encroaches southerly into the **City's** right-of-way commonly known as Daines Street by an area that does not exceed approximately 3 inches by 3 inches by 3 inches ("**Encroachment**").

C. The parties desire to memorialize herein their agreement as to the **Encroachment**.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City** and **WD** hereby agree as follows:

1. The Recitals set forth above are incorporated as if set forth in full herein and made a part of the **Agreement** between the parties. The Recitals are true and correct.

2. Notwithstanding anything contained in the **Agreement** to the contrary, the **City** will agree to allow the **Encroachment** to remain in the **City** right-of-way and shall be abandoned in place, and **WD** shall pay to the **City** the sum of Five Thousand Dollars (\$5,000.00) in consideration for such abandonment in the **City's** right-of-way location.

3. To the extent permitted by law, WD shall indemnify and hold City harmless against all claims and demands made by a public utility company for any material increase in costs or charges in the performance of underground utility work by said public utility company or its agents, representatives, or designees, in a valid utility easement existing as of the date of this Agreement wherein the Encroachment is the sole proximate cause of such increased costs or charges ("Indemnified Claim"). WD agrees to these obligations and responsibilities in perpetuity and such obligations and responsibilities shall run with the land. Notwithstanding anything in this Agreement to the contrary, such indemnity obligations of WD shall not apply to any costs, charges, or damages caused by the negligence or intentional acts of a public utility or its agents, representatives, or designees.

4. In connection with any Indemnified Claim for which City seeks indemnification pursuant to the terms and conditions of this Agreement, City shall:

a. Give prompt notice in writing to WD as soon as possible and, in any event, not later than two (2) business days after discovery of an Indemnified Claim;

b. Promptly and fully cooperate with WD in defense of an Indemnified Claim;

c. In connection with the defense of any Indemnified Claim, City shall assist in the defense of such claim and shall consult with WD in regard to such defense; and

d. Make any policy of insurance applicable to Indemnified Claim available to WD.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and which together shall constitute one in the same instrument.

6. This Agreement, including **Exhibit A** and **Exhibit B** attached hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all offers, negotiations, and any other written or verbal agreements.

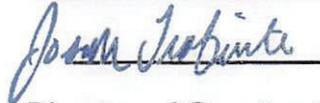
7. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Michigan, without reference to any applicable conflict of laws. Venues of any dispute shall be in Oakland County, Michigan. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the

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

8. This Agreement shall be recorded with the Oakland County Register of Deeds.

WOODWARD DEVELOPMENT, LLC

By: Joseph Traficante



Its: Director of Construction

STATE OF MICHIGAN)
) ss.
COUNTY OF oakland)

The foregoing instrument was acknowledged before me, in Oakland County, Michigan, this 28 day of June 2023, by Joseph Traficante, Director of Construction, with authority to do so on behalf of Woodward Development, LLC

M. Clements
M. Clements, Notary Public
Macomb, Michigan
Acting in oakland, Michigan
My Commission Expires: March 9, 2024

M. CLEMENTS
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Mar 9, 2024
ACTING IN COUNTY OF oakland

CITY
CITY OF BIRMINGHAM,
a Michigan municipal corporation

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me, in Oakland County, Michigan, this __ day of _____ 2023, by Therese Longe, Mayor of the City of Birmingham, Michigan with authority to do so on behalf of the City of Birmingham.

_____, Notary Public
_____, Michigan
Acting in _____, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me, in Oakland County, Michigan, this __ day of _____ 2023, by Alexandria D. Bingham, Clerk of the City of Birmingham, Michigan with authority to do so on behalf of the City of Birmingham.

_____, Notary Public
_____, Michigan
Acting in _____, Michigan
My Commission Expires: _____

APPROVALS:

Bruce R. Johnson, Building Official
(as to substance)

Mark Gerber, Finance Director
(as to substance)

Jana Ecker, City Manager
(as to form)

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

Prepared and When recorded return to: Mary M. Kucharek (46870) Beier Howlett, P.C. 3001 W. Big Beaver Road Suite #600 Troy, MI 48084 (248) 282-A1075	
--	--

Tax Parcel # _____ Recording Fee \$30.00 State Transfer Tax: \$37.50
County Transfer Tax: \$5.50

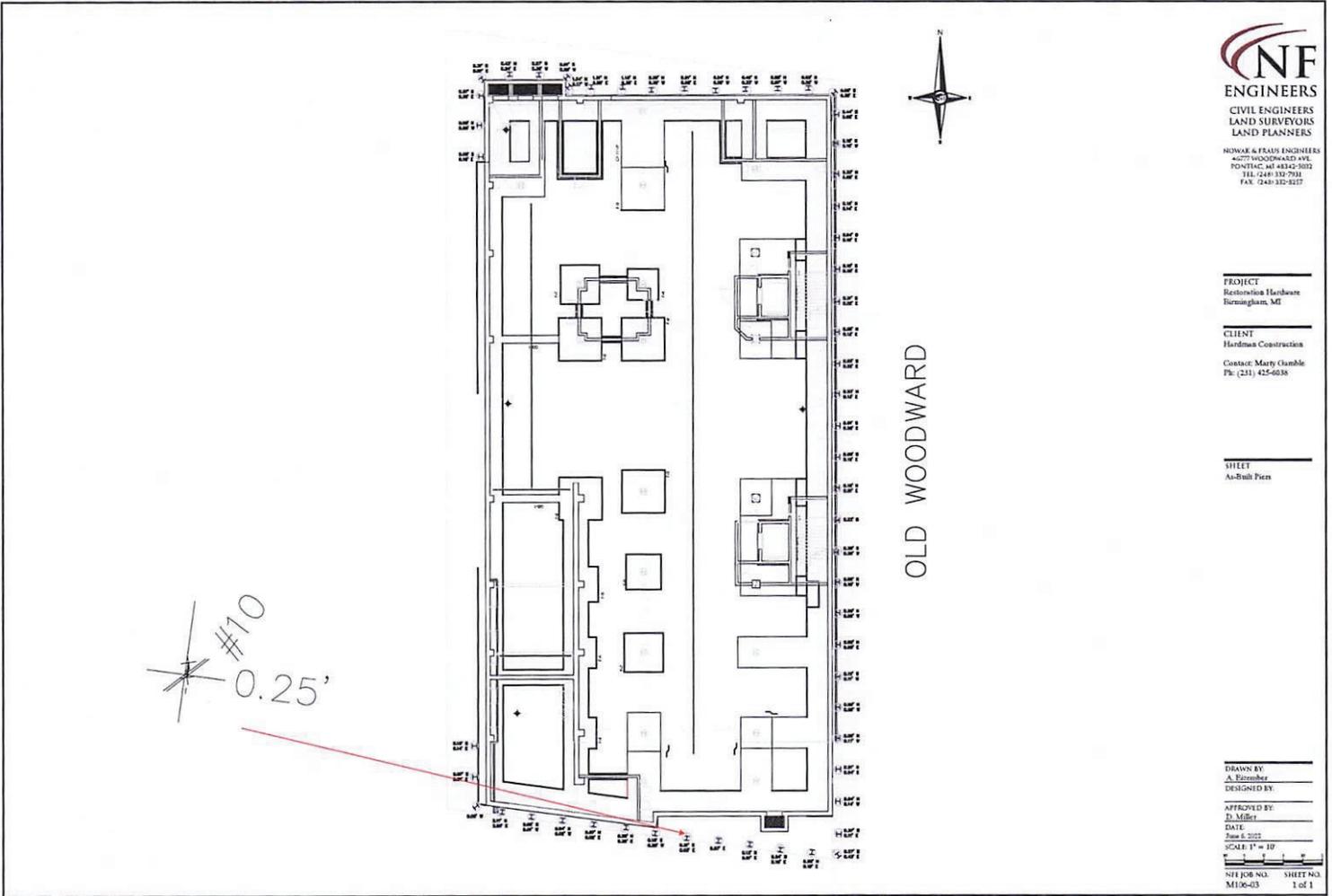
Exhibit A

The following described premises located in City of Birmingham, County of Oakland, State of Michigan:

T2N, R10E, SEC 36 BROWN'S ADD PART OF LOTS 12 & 13 EXC THAT PART TAKEN FOR WOODWARD AVE WIDENING, ALSO OF 'BROWN'S ADD NO. 1' PART OF LOTS 14 & 15 EXC THAT PART TAKEN FOR WOODWARD AVE WIDENING ALL DESC AS BEG AT PT DIST S 62-00-00 W 17.47 FT FROM NE COR OF SD LOT 13 OF 'BROWN'S ADD', TH S 35-35-52 E 200 FT, TH S 62-00-00 W 101.90 FT, TH N 35-35-52 W 200 FT, TH N 62-00-00 E 101.90 FT TO BEG 7-26-21 FR 006, 014 & 021;

PPN: 1936204027; commonly known as: 300 South Old Woodward Avenue, Birmingham, Michigan 48009

Exhibit B



NF
ENGINEERS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

HOWARD & FRANKS ENGINEERS
4277 WOODWARD AVE.
PONTIAC, MI 48342-5012
TEL: (248) 332-7931
FAX: (248) 332-8237

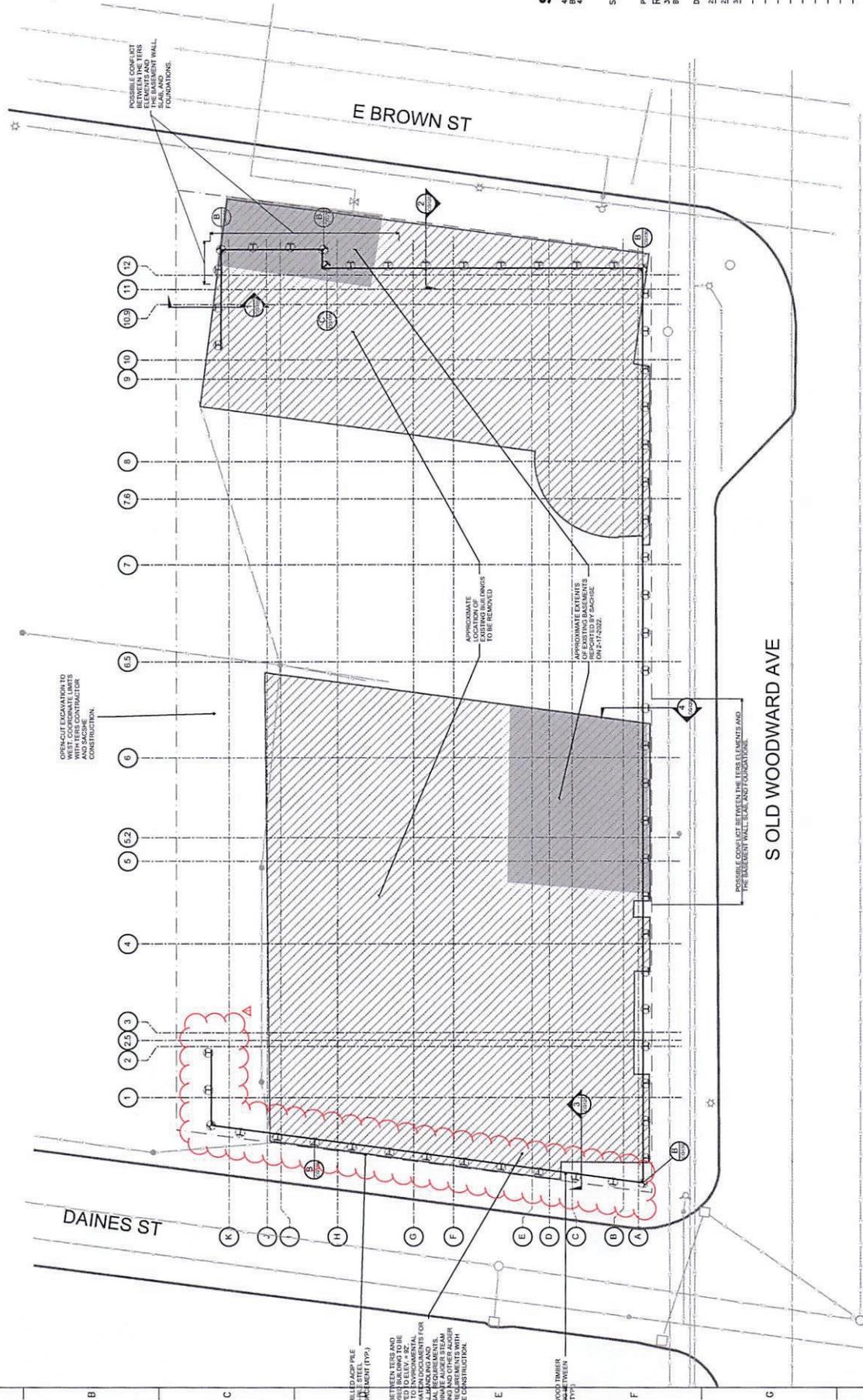
PROJECT
Restoration Hardware
Birmingham, MI

CLIENT
Hardman Construction
Contact: Mary Gamble
Ph: (251) 425-0338

SHEET
As-Built Plans

DRAWN BY:
A. Kromer
DESIGNED BY:
D. Miller
DATE:
June 6, 2012
SCALE: 1" = 10'

NFI JOB NO.: M106-03 **SHEET NO.:** 1 of 1



LEGEND

[Symbol]	COMBINED SEWER
[Symbol]	SANITARY SEWER
[Symbol]	WATER
[Symbol]	OVERHEAD ELECTRIC
[Symbol]	UNDERGROUND ELECTRIC
[Symbol]	PROPERTY LINE
[Symbol]	APPROXIMATE BASEMENT EXTERNS

- NOTES**
1. THE SHOWN BUILDING EXTENTS ARE BASED ON A PLAN SHEET TITLED "AL TENS'S LAND TELLITOPOGRAPHIC SURVEY". THE PLAN SHEET WAS PREPARED BY NOWAK & FRANK ENGINEERS AND IS DATED FEBRUARY 24, 2021.
 2. THE BASEMENT LIMITS SHOWN ARE BASED ON FIELD OBSERVATIONS BY EACH, COMMUNICATED TO SME ON 02-17-2022. V.I.F. PRIOR TO TERS INSTALLATION.
 3. CONTRACTOR SHALL LOCATE EXISTING STRUCTURES PRIOR TO START OF WORK.
 4. EXISTING BUILDINGS TO BE REMOVED TO A DEPTH OF 4 FEET BELOW FINISHED FLOOR ELEVATION PRIOR TO START OF TERS INSTALLATION. REMOVE FOUNDATIONS IN AT-GRADE PORTIONS OF THE BUILDING THAT ARE IN CONFLICT WITH TERS ELEMENTS.

RH

RH DETROIT

300 S OLD WOODWARD
BIRMINGHAM, AL 35203

RE: ARCHITECTURE
COURT HOUSE, LABURNUM HALL

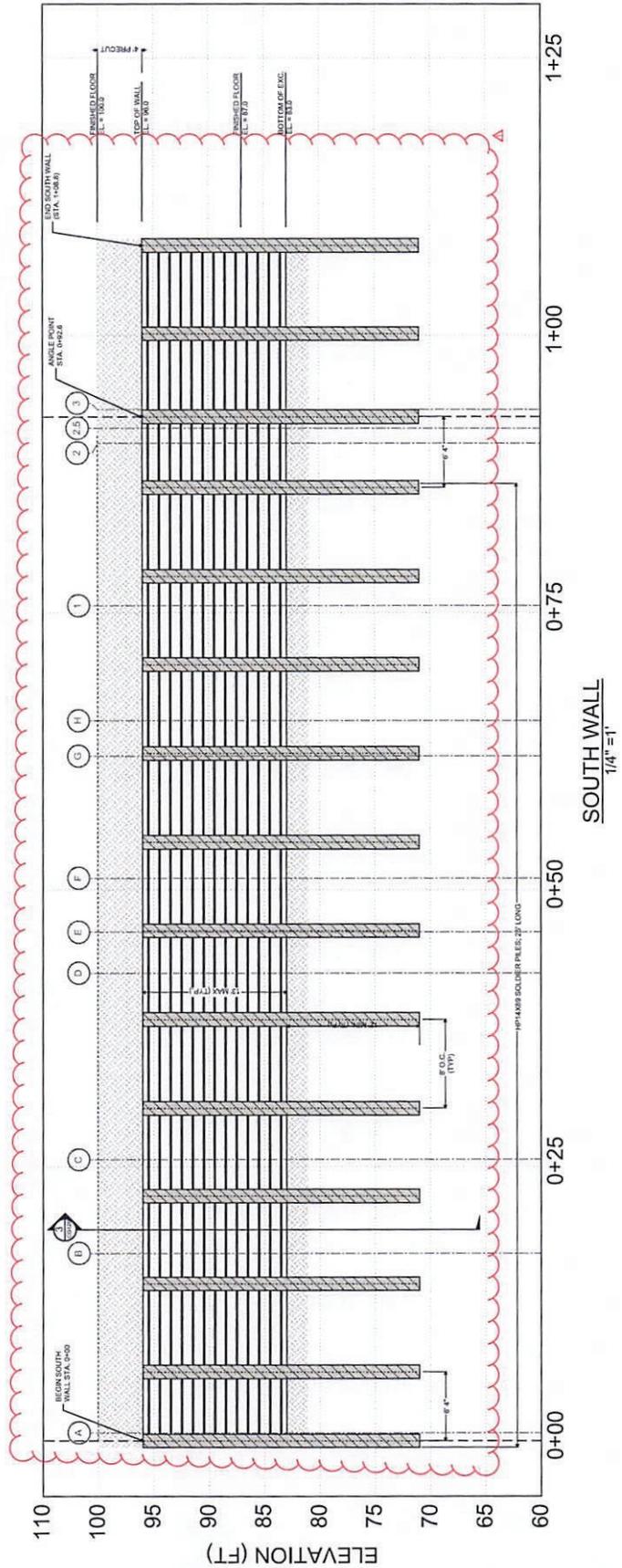
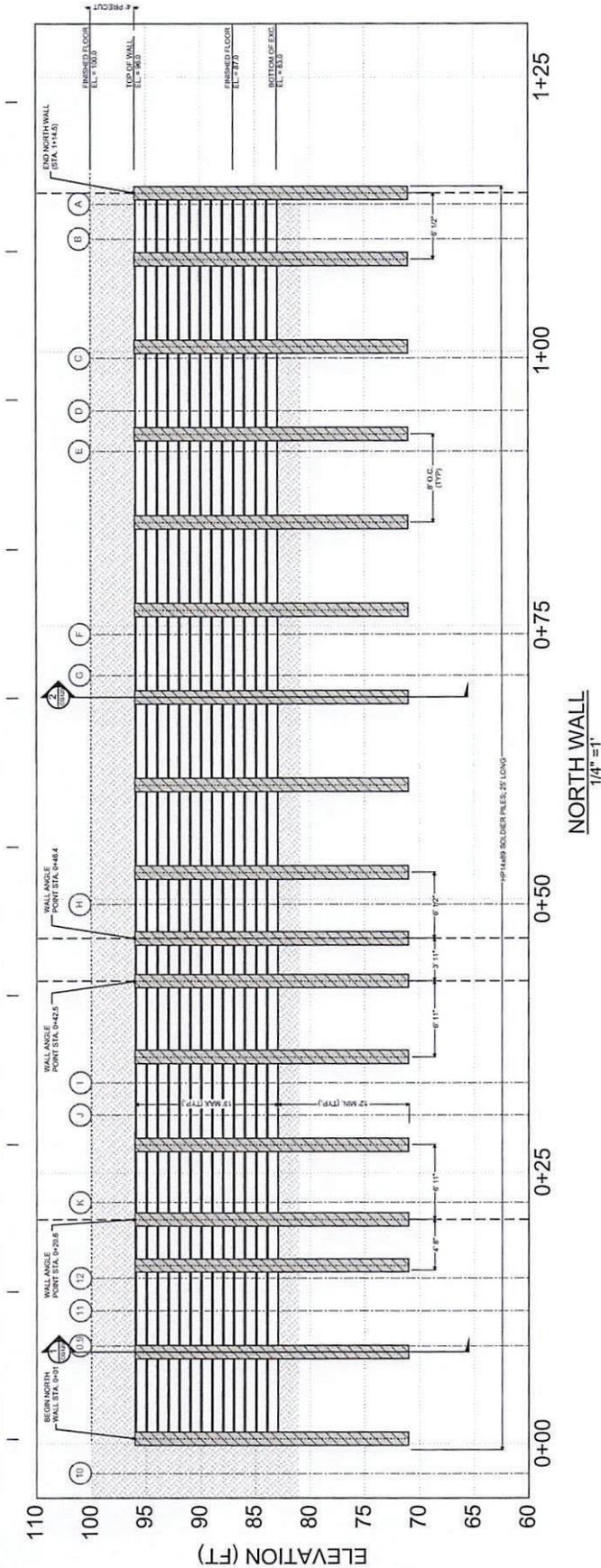


SAROKH
ARCHITECTURE
317 WINGHAM AVENUE
BIRMINGHAM, AL 35203
P. 248.258.3379
SarokhArchitecture.com

Project: RH / Mixed-Use
300 S Old Woodward
Birmingham, AL 35203
Date: 2/10/2022
Checked: [Signature]
2/10/2022 CHECK SET
3/10/2022 FOUNDATION PERMIT
3/10/2022 REVISION 01

Sheet No.:

CG110
TERS Elevation Views



7E

PROJECT
 Restoration Hardware
 Birmingham, MI

CLIENT
 Hardiman Construction
 Contact: Marty Gumble
 Ph: (248) 42-6688

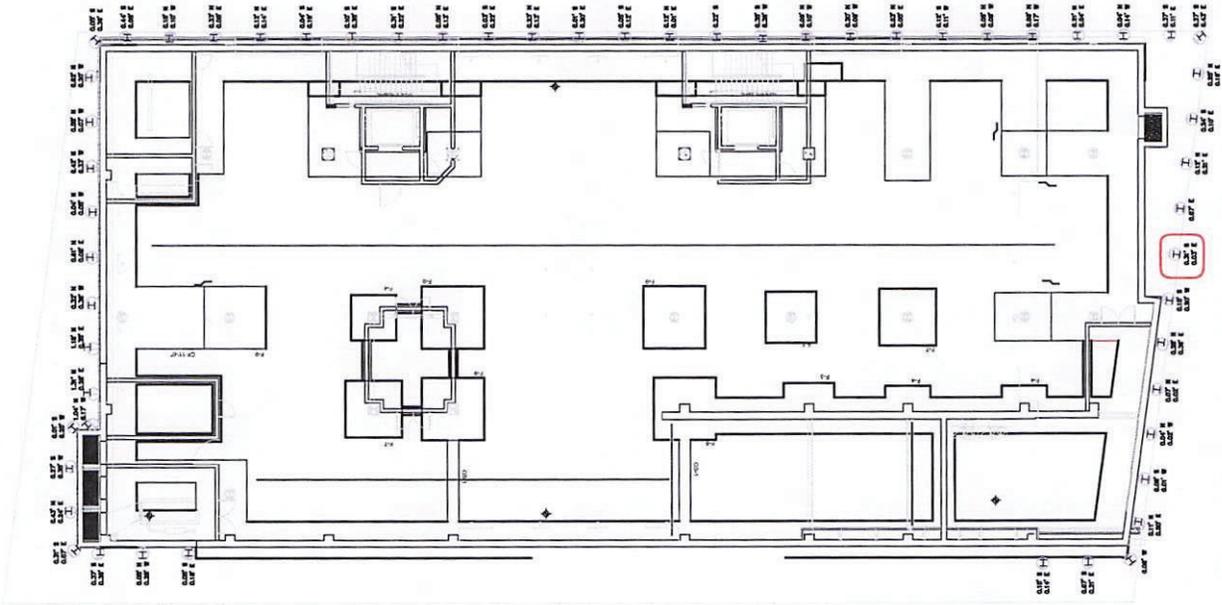
SHEET
 As-Built Piers

DRAWN BY:
 A. [unclear]
DESIGNED BY:
 D. Miller
APPROVED BY:
 D. Miller
DATE:
 June 8, 2022
SCALE: 1" = 10'

NFI JOB NO. M106-03
 SHEET NO. 1 of 1



OLD WOODWARD



Large single and double tandem trucks using Melton

1 message

'Diane Smith' via City Commission <city-commission@bhamgov.org>

Mon, Jul 17, 2023 at 8:16 AM

Reply-To: Diane Smith <dianesmith5912@yahoo.com>

To: "jecker@bhamgov.org" <jecker@bhamgov.org>, "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Dear City Manager,

I would like to bring to your attention an ongoing issue with commercial development TRUCKS driving on Melton.

Please see the attached photos. These are trucks that are loaded with dirt and or gravel.

The white double tandem came a couple times.

The red truck made at least 6 tips this past Saturday July 15th. They are all trucks associated with the building of the new restaurant Lincoln Yard.

I am requesting that a sign be posted at Melton and 14 mile that states; NO THRU TRUCKS.

Our street is already a heavily traveled route for cut throughs. Many pedestrians walk in the area with dogs and children going to Kenning park and the Swim Club.

Melton is not a street Huge Commercial Trucks should be using. It is unsafe, and the wear is very bad for our roads and infrastructure. The wear and tear results are a burden on the residents and that should never be a cost residents should have to bear.

Commercial developers need to be aware that they cannot drive on our residential roads.

I would like this letter be a part of public record and put on the agenda for the next meeting.

Diane Roach Smith

1494 E Melton

--

You received this message because you are subscribed to the Google Groups "City Commission" group.

To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.

To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/PH7PR11MB6860B401AE42EE0EE368F31DA83BA%40PH7PR11MB6860.namprd11.prod.outlook.com>.

6 attachments



IMG_4172.jpeg
3750K



IMG_4199.jpeg
4266K



IMG_4309.jpeg
5312K



IMG_4306.jpeg
6138K



IMG_4310.jpeg
3886K



IMG_4311.jpeg
2376K



CITY MANAGER'S REPORT

July 2023

Baldwin Public Library

The Library Board will meet on August 21, 2023 at 7:30 p.m. for its regular meeting. Board meetings will be held in the second floor Board Room during construction.

Phase 3 Construction Project of the Library's Front Entrance

Follow along with the library's construction project at www.baldwinlib.org/renovation. The July 2023 renovation report is available [online here](#).

Library 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 Monday, August 7 at 4:00 p.m.

Upcoming Events of Interest

Cards for Hospitalized Kids

Thursday, July 27 — 5:00 p.m. to 7:00 p.m.

Ages 5 & up. Cards for Hospitalized Kids (CFHK) is a charitable organization that spreads hope, joy and magic to hospitalized kids across America through uplifting, handmade cards. We'll provide the supplies, you supply the well wishes! No registration required, just drop in!

End of Summer Reading After-Hours Laser Tag Party for Teens

Friday, August 4 — 6:00 p.m. to 8:00 p.m.

Celebrate after-hours at the library with laser tag, pizza, cake and ice cream, video games, and a photo booth! Registration required. Grades 7-12.

Detroit Style Pizza: A Doughtown History

Monday, August 14 — 7:00 p.m. to 8:00 p.m.

With its airy crust, cheesy corners and distinctive red sauce on top, Detroit Style pizza is enjoyed worldwide. How did this Motor City delicacy transform from a singular kitchen in Detroit to an international sensation? Travel with author Karen Dybis through this pizza's humble origins, starting with Gus Guerra putting the first square pie in Buddy's oven to the International Pizza Expo in Las Vegas, where a pizza evangelist spreads the word about Detroit Style, through the waves of chefs who have put their spin on this unique pizza style. This is a hybrid event. Registration is required to receive the Zoom link.

Register for these programs and more online at www.baldwinlib.org/calendar.

The Birmingham Museum

This summer, the Museum Board has begun developing an interpretive plan for the museum's park and grounds as part of the planned objectives in the [2021-2024 Birmingham Museum Strategic Plan](#). Interpretive plans identify important historic themes and site features, and their relationship to the larger community context. They help guide programming and educational content as a way to convey a place's unique story. At the museum, the landscape's features and proximity to the Rouge River played an integral role in the use of the unique site from the past to present-day. The interpretive plan will integrate the landscape's history with planned improvements for public access to the pond and Rouge River trail to help visitors better understand the site's past, present and future.

Birmingham Shopping District (BSD)

Movie Nights

The second Movie Night of the season was held July 14 featuring the Christmas in July feature of The Grinch with a special visit from Grinchy himself. Despite early storms that day, families filled Booth Park for what turned out to be a beautiful evening. The next movie feature is the community's choice of Despicable Me on August 11. Pre-show entertainment begins at 6:30 p.m.; movie at 7:30 p.m. A special thanks to our Movie Night sponsors, including presenting sponsor Wells Fargo Advisors; series sponsors Bank of Ann Arbor-Birmingham, Bloom Pediatrics and KW Domain; and sponsors Goldfish Swim School and TDR Orthodontics for all the free treats and giveaways.

Day On The Town

The biggest and most exciting retail event of the year, Day on the Town, is Saturday, July 29, from 9 a.m. to 5 p.m. Find deeply discounted merchandise from over 60 premium retailers, food trucks, live broadcasts, chalk art displays, kids' activities and more in stores and throughout the streets and sidewalks of downtown Birmingham. Meaghan from Mojo in the Morning and Channel 955 will broadcast live and hand out free ice cream from the Channel 955 Ice Cream Truck from 1 – 3 p.m.

Farmers Market Corn Festival

Visit the Birmingham Farmers Market on Sunday, August 6, from 9 a.m. - 2 p.m. for the annual Corn Festival. Shop bountiful peak-season produce (including corn picked just hours before the market), farm-fresh eggs, artisan baked goods and more from over 50 vendors. Enjoy live music, fresh-roasted corn, kids' activities including a petting zoo, crafts and a tractor for photo ops.

Merchant Meeting

The BSD holds a bi-monthly Merchant Meeting, open to all merchants and property owners, and the next meeting is scheduled for July 25 at 4 p.m. at The Good Day, located at 528 N. Old Woodward. The Good Day is one of the BSD's newest merchants. This month's conversation will include discussion of business workshops, a business recruitment survey (see below), showcase of Library resources for businesses and the latest in marketing and events provided by the BSD.

Business Recruitment

The Business Development Committee will be launching a business recruitment survey this week for Birmingham residents, business owners and downtown employees to participate in to gauge their business needs and interests. This is being disseminated via the Engage Birmingham platform at engage.bhamgov.org/downtownusage and will be available in hard copy at the Farmers Market.

Advisory Committees

As noted previously, the BSD is establishing three new advisory committees and focus groups to help expand its reach, communications and collaborations with specific industries and areas of the district including tourism, restaurants and North Old Woodward. The Tourism Advisory Committee will be appointed by the BSD Board, and the restaurant and North Old Woodward focus groups will receive an open invitation to a meeting in the early fall. Those interested in participating in either the advisory committee or focus groups should contact BSD Executive Director Cristina Sheppard-Decius at csdecius@bhamgov.org.

Volunteers Needed

The BSD hosts a number of events throughout the year in which volunteers are needed. This is a great opportunity to network with businesses and the community, as well as a great cause – supporting Birmingham! Volunteers are currently needed for the following events:

- Farmers Market - Every Sunday from 7 a.m. - 11 a.m. and 11 a.m. - 3 p.m.
- Day on the Town - July 29 from 7 - 11 a.m., 10 a.m. - 2 p.m. and 2 - 6 p.m.
- Birmingham Cruise Event - August 19 from 7 a.m. - 9:30 a.m., 9:30 - 11:30 a.m., 11:30 a.m. - 2 p.m., 2 - 4:30 p.m.

Volunteer duties include event set-up, tear-down, information booth, check-in and monitoring kids activities. Please contact Jaimi Brook at jbrook@bhamgov.org for more information and to sign up for the Farmers Market and Day on the Town, and utilize this [link](#) to volunteer for the Cruise event.

Special Event Planning

The Special Events and Marketing & Advertising Committees will be meeting on July 21 at 8:30 a.m. to brainstorm and plan out the 2024 event season for the BSD. The BSD is working to develop additional programming to meet our goals of increasing local frequency and expanding regional attraction.

Daxton Public Valet

There is a license agreement in place between the City of Birmingham and The Daxton Hotel for both private and public valet services. At the time the agreement was approved by the City Commission and amended in 2021, the City operated a public valet. The agreement allowed for The Daxton to utilize four parking spaces for public and private valet services at a rate of \$5 for public valet, consistent with the other public valets provided by the City. The fee for using the parking spaces for the valet pick-up and drop-off area was waived by the City Commission. The Daxton Hotel has requested an increase in the fee for the public valet that they provide in Downtown Birmingham. The current agreement allows for a 90-day termination notice period from either party prior to the renewal date of the agreement. The agreement is otherwise in perpetuity until a party terminates the agreement or amends it. The renewal date is December 1, therefore, termination of the agreement would be required by August 31 on an annual basis. City Attorney Mary Kucharek, Parking Manager Aaron Ford and BSD Executive Director Cristina Sheppard-Decius are further exploring the cost and value of the agreement moving forward in order to prepare a recommendation that will come before the City Commission in August.

BSD Summer Calendar of Events

Birmingham Farmers Market	Every Sunday now until Oct. 29 at Lot 6
Movie Nights	August 11 and September 8 at Booth Park
Day on the Town	July 29
Corn Festival at the Farmers Market	August 6
Birmingham Cruise Event	August 19
Harvest Festival at the Farmers Market	September 10

2023 Dashboard Metrics

Retail Occupancy Rate - 99% (out of 1.5 million sq.ft.)

Office Occupancy - 89% (out of 2 million sq.ft.)

11 New Business Openings in 2023 (9 more in process)

75/25% Local vs. National Mix

Commercial, Mixed-Use & Residential Development Projects In Construction/Planning - 12 projects totaling 827,727 sq. ft.

29 Active Volunteers (Board and Committee members)

Building Department

Board of Zoning Appeals

The following six cases are on the agenda for the August 8, 2023 Board of Zoning Appeals regular meeting:

1. 440 Lakeside: Requesting a variance from the minimum distance between a proposed new house and the existing home to the north.
2. 307 Westchester Way: A variance from the minimum distance between a proposed detached garage and the existing house next door to the north.
3. 1002 Pilgrim: A variance from the minimum total combined side yard setbacks to construct a second story addition on an existing nonconforming house.
4. 2649 Yorkshire: Requesting variances from the minimum distance between principal structures and the minimum distance an attached garage must be set back from the front façade of the house. The appellant is proposing to demolish an existing attached garage and build a new one with a second story addition.
5. 508 W. Lincoln: A variance from the minimum distance between the existing house and a proposed swimming pool.
6. 1115 Chapin: Requesting variances from the maximum lot coverage and building height for a proposed new detached garage.

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. In June, we processed 467 online permit applications bringing this year's total to 2,122.

City Clerk's Office

Candidate filing deadline approaching!

The Clerk's Office must receive all paperwork from candidates for City Commission or Library Board no later than July 25, 2023 at 4:00 p.m., after which the Clerk's Office will review to ensure all petition requirements are met. The Clerk cannot extend the filing deadline for any reason. For more information regarding petition and candidate filing please visit www.bhamgov.org/elections.

City Commission and Library Board candidate and petition information

City Commission and Library Board candidates must be registered voters and residents for at least one year before the November 7, 2023 election. Petition packets containing all the information needed to run for these positions are available at the City Clerk's Office during regular business hours. Candidates must complete the petition packet's required paperwork and collect more than 25 but not more than 50 signatures from Birmingham registered voters. Signers must print their names with their current address and date. A signer may only sign one petition for each available seat; in this election that means a single voter can sign no more than four City Commission petitions and three Library Board petitions.

General Election on November 7, 2023

Birmingham will hold a general election on Tuesday, November 7, 2023. At this time, the ballot will include four Birmingham Commissioner seats and three Birmingham Library Board positions, all for four-year terms. The petition filing deadline for candidates is 4 p.m. on July 25, 2023.

Senior Millage Proposition

A .33 senior millage proposition will be on the November 7, 2023 ballot. Visit www.bhamgov.org/seniormillage for more information regarding the senior millage proposal.

New permanent absentee ballot list registration

All voters on the permanent absentee ballot application list will receive an absentee ballot application in late August for the November 7, 2023 election. One of the requirements in Proposal 2022-2 is that clerks now maintain a Permanent Ballot List. The application for the upcoming November 7, 2023 election will include new checkbox language for voters to opt into receiving a ballot for every election. Going forward, absentee ballot applications will not be required for any voter who has opted into the Permanent Ballot List. During partisan primary elections, such as the presidential primary in March 2024, permanent absentee ballot voters will need to respond to a mailing and select which ballot type they would like to receive. Typically the ballot types are Democratic Party Presidential Primary, Republican Party Presidential Primary, and if applicable, a ballot without the Presidential Primary if there is a proposal accompanying the Presidential Primary Election. A preview of the application is pictured below with the new check box to opt into the Permanent Absentee Ballot List.

APPLICATION FOR ABSENT VOTER'S BALLOT

SEE REVERSE SIDE FOR INSTRUCTIONS →

NOVEMBER 7, 2023 ELECTION

I certify that I am a United States citizen and a qualified and registered elector in the CITY OF BIRMINGHAM, County of OAKLAND, State of Michigan. I apply for an official ballot, to be voted by me in the election above, and the statements in this application are true.

COMPLETE TO JOIN PERMANENT LIST:

I want to vote absentee in all elections. Automatically send me an absentee voter **ballot** for all elections.

WARNING: A PERSON WHO MAKES A FALSE STATEMENT IN THIS DECLARATION IS GUILTY OF A MISDEMEANOR.

FOR CLERK'S USE ONLY

1 Sign/ Date	I certify that I am a United States citizen and that the statements in this Absent Voter Ballot application are true.	
	VOTER SIGN HERE Power of attorney is not acceptable	X Signature of Absent Voter _____ Date ____/____/____
2 Complete	YEAR OF BIRTH _____	3 Complete
VOTER CONTACT INFORMATION Phone _____ Email _____		
NOTE: Michigan law requires that A.V. Ballots be sent to your registered address unless you are hospitalized, institutionalized, or at an address outside of your community. Complete the following ONLY if you want your ballot sent to an address outside of your community or to a hospital or other institution. Absentee ballots will not be forwarded by USPS.		
4 Complete If Needed	Complete Only if You Want Your Ballot Sent To A Temporary Address. We can mail it to you where you are. If additional addresses are needed or plans change, contact your local clerk.	
	Date Leaving For Temporary Address ____/____/____	Date of Return ____/____/____ (PLEASE PRINT) Temporary Address _____ City _____ State _____ Zip _____

Filed _____
Mailed _____
Ballot # _____
Returned _____
Wd./Pct. # _____
Clerk _____

Absentee Voter Information

Voters who wish to vote absentee will need to fill out an Absentee Ballot Application. This application will be mailed to anyone on the Permanent Absentee Application List in late August for the November 7, 2023 election. An application will need to be completed and returned to the Birmingham Clerk's office in order to receive the absentee ballot. If you are not on the permanent list, you can request an Absentee Ballot Application by going to www.michigan.gov/vote after August 24, 2023.

Absentee ballots will be mailed not earlier than September 28, 2023 to voters who submitted an application. Absentee ballots can be returned in person to the Clerk's office, in the dropbox located behind City Hall, or mailed to City Clerk, P.O. Box 3001, Birmingham, MI 48012.

Early Voting

Another component of proposal 2022-2 includes a Constitutional right to no less than 9 days of early voting in each statewide and federal election (even year election) for no less than 8 hours per day. Although the upcoming November 7, 2023 election is not a statewide or federal election, Oakland County Elections Division, the City of Birmingham, Bloomfield Township and Southfield Township plan to work together to pilot early voting at the Bloomfield Township Library. Stay tuned for more information on early voting.

New Military and Overseas Voter Changes

The governor signed legislation on May 3, 2023 to allow additional time to receive absentee voter ballots from military and overseas voters. This change comes after Michiganders approved Ballot Proposal 22-2 to amend the state's Constitution last year. The new law states that absentee ballots from military and overseas voters will be counted if the ballot return envelope was postmarked on or before Election Day and received within six days following the election. Voters who are in the military or will be overseas during the November 7, 2023 election must apply for a MOVE ballot at <https://www.fvap.gov/michigan>.

Greenwood Cemetery Advisory Board

The next meeting for the Greenwood Cemetery Advisory Board will be Friday, August 4th, 2023 at 8:30 am. The board will begin working on the draft annual report for 2022-2023 and have a strategic planning discussion.

Ethics Board

The next Ethics Board meeting date is yet to be determined. A meeting should be scheduled in the near future to review the draft opinion for Commission Baller regarding the establishment and administration of foundations. More information on the Ethics Board is available at www.bhamgov.org/ethics.

Board Appointments

The City of Birmingham is looking for dedicated individuals who want to give back to their community by serving on one of our many boards or commissions. Birmingham's different boards and commissions make recommendations that shape the City's future. Serving on a board or commission is a great way to get involved in your community, meet new people and make a positive impact. Don't miss out on the chance to make a difference - go to www.bhamgov.org/boardopportunities to view all the available openings.

Board	Openings	Application Due by Noon
Ad Hoc Aging in Place Committee	1 Member	Until Filled
Ad Hoc Environmental Sustainability Committee	None	
Advisory Parking Committee	1 large retail member term ending 9/1/2025	Until Filled
Architectural Review Committee	1 regular member term ending 4/11/2026 1 regular member term ending 4/11/2025	Until Filled
Birmingham Shopping District	1 business representative term ending 11/16/2026	Until Filled
Birmingham Area Cable Board	1 regular members terms ending 3/30/2026 1 regular member term ending 3/30/2024 1 alternate member term ending 3/30/2025	Until Filled

Board of Building Trades Appeals	None	
Board of Review	2 alternate members term ending 12/31/2025	Until Filled
Board of Zoning Appeals	1 alternate members term ending 2/18/2026	Until Filled
Brownfield Redevelopment Authority	1 Regular Members term ending 5/23/2026 1 regular member Term ending 5/23/2024	Until Filled
Design Review Board	None	
Ethics Board	2 Alternate members term ending 6/30/2026 1 Regular Member term expiring 6/30/2026	Until Filled
Greenwood Cemetery Advisory Board	None	
Hearing Officer	None	
Historic District Commission	None	
Historic District Study Committee	1 Regular member term ending 6/25/2026	Until Filled
Housing Board of Appeals	3 Regular Members, terms ending 5/4/2026	Until Filled
Martha Baldwin Park Board	1 Regular member term ending 5/1/2024 1 Regular members term ending 5/1/2027	Until Filled
Multi Modal Transportation Board	None	
Museum Board	None	
Parks & Rec Board	None	
Planning Board	None	
Public Arts Board	1 alternate member term ending 1/28/2025 1 alternate member 1/28/2026	Until Filled
Retirement Board	None	
Stormwater Utility Appeals Board	3 regular member term ending 1/31/2026 2 alternate members 1/31/2025	Until Filled
Triangle District Corridor Improvement Authority	1 regular business owner term ending 12/15/2026	Until Filled

City Manager's Office

Ad Hoc Aging in Place Committee

The first [Ad Hoc Aging in Place Committee](#) meeting is scheduled for Wednesday, July 26, 2023 at 4:00 p.m. in conference rooms 202 and 203 at City Hall. The first meeting will feature Mr. Jim Ellison, Chief of Adult Services for Oakland County, as a guest speaker. Mr. Ellison will be providing a brief description of his role and what the County is doing at this time for older adults. The meeting is open to members of the public and available on Zoom at <https://bhamgov-org.zoom.us/j/82275236303>.

The function of the Ad Hoc Aging in Place Committee (AIP) is to study current demographic trends, evaluate the needs of the City's aging population and to prepare a City-wide action plan outlining the vision and goals to improve the health, safety and welfare of senior citizens and encourage residents to age comfortably in Birmingham.

Update on the Purchase of the YMCA Building

The closing on the purchase of the YMCA building at 400 E. Lincoln is currently scheduled for July 26, 2023. All title research and title insurance has been obtained, as has a current survey of the property. As noted in the purchase agreement, the City will bring \$1,500,000 to closing, \$500,000 of which will be a contribution from NEXT. The City will pay an additional \$500,000 to the YMCA in one year. Should the City Commission approve the three year lease agreement with the YMCA on July 24, 2023, the YMCA will continue to operate out of the building, and continue to cover operational costs and standard building and property maintenance costs as outlined in the lease. This will allow the City, the YMCA and NEXT a transition period to plan for the future renovation and use of the building.

City staff will meet with representatives of the YMCA in early August to discuss a succession plan for the retirement of Helene Weir later this year, to ensure the City has a direct contact to continue planning for the renovation and future use of the building, and the continued inclusion of the YMCA on the site. City staff has also begun meeting with representatives of NEXT to review their existing and future space needs, and to develop a plan for a long term transition of both NEXT and the YMCA into a joint use of the building and necessary improvements to the facility and grounds.

Next Steps

The City will work with the YMCA and NEXT to review each organization's program and space planning needs to begin conceptual space planning and to develop a scope of work for future renovations to the building. Once the scope of work has been developed, it is anticipated that the City would issue a Request for Proposals for architectural design services. The City will also need to develop a financial plan for both interim and long-term operations and improvements such as ongoing NEXT fundraising, municipal contributions from member communities and other benefiting communities, joint user fees for senior and/or recreation facilities, and the identification and pursuit of grant funding.

GovPilot Reminder

City Commissioners are reminded to refer residents to the GovAlert app when approached by residents who have a concern regarding the City. Concerns submitted via the GovAlert app are immediately distributed to the appropriate staff members for the most expedited response. The system enables the City to track data and provide a consistent, professional response to the complainant. When one commissioner delivers a concern to City staff on behalf of a resident, it may appear that the individual commissioner is personally solving the concern rather than as a part of a team of seven elected officials.

GovPilot instruction cards, sized to conveniently fit inside a wallet or pocket, continue to be available for distribution to residents and neighbors who wish to share a concern with the City. As always, residents are encouraged to use the GovAlert app or [website form](#) to submit non-emergency concerns to the City.

Commissioners who receive a direct message regarding a City concern are encouraged to consider the following sample response:

Dear (Name),

As a City Commissioner, ensuring your concern is heard and addressed is very important to me. For expedited service, I encourage you to submit your concern to the City of Birmingham using the GovAlert Mobile app. The free app is user-friendly, and your concern will be received by the appropriate staff member for prompt service. Step-by-step instructions are available at www.bhamgov.org/govalert. Concerns may also be submitted at www.bhamgov.org/citizenrequests.

Sincerely,

Commissioner (Name)

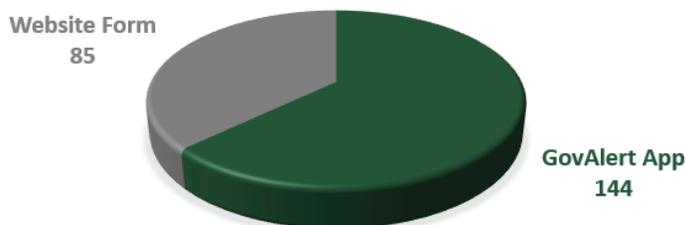
GovPilot Quarterly Report

During the second quarter of 2023, we received a total of 229 citizen requests through the GovPilot system, 144 of which were received via the GovAlert app, and 85 via our [website form](#). So far this year, we have received a total of 423 citizen requests through the GovPilot system, 248 of which were received via the GovAlert App, and 175 via our website form.

GOVPILOT QUARTERLY REPORT

APRIL - JUNE 2023

229 CITIZEN REQUESTS RECEIVED



Communications

Summer Update

It's a busy and exciting time of year for the communications team. There is much to share with residents all year, but especially during warm months when there are special events and construction projects to supplement our busy messaging schedule. While work continues on social media content preparation, posts and reels, project and event eblasts, newsletters and press releases, we also have several educational videos we will soon publish to expand our video series. Keep an eye out for them soon across all [City communications](#).

Engage Birmingham

Engage Birmingham has enjoyed a renewed flurry of activity. Projects about sustainability, the Parks and Recreation Master Plan, and especially “Name Our Police Therapy Dog” have drawn more than 650 new users and more than 1,000 engagements over the past month. [Visit the site](#) to see our thriving projects and share your feedback.



Around Town e-Newsletter

The communications team is working on the August edition of the Around Town e-Newsletter, which will include information about the Police Department’s new therapy dog, the Birmingham Cruise Event, parks and recreation projects, ice skating classes, new businesses and more. Follow [this link to view the July edition](#) of the Around Town e-Newsletter.



AROUND TOWN E-NEWSLETTER • JULY 2023



BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Meeting	Topic	Commissioner	Dates Addressed	Status (resolved/ongoing)
6/5/23	Discuss unimproved streets and infrastructure	M: Host S: McLain	September Workshop	In progress
5/8/23	Parking Operations	M: Baller S: Host	5/8/23 5/22/23 5/22/23	In progress
5/8/23	Woodward Noise	M: Host S: McLain	5/8/23 6/5/23	In progress
2/27/23	Bench and Little Library for Pat Andrews	M: Host S: McLain	3/13/23 5/8/23	In progress
11/14/22	Renters Rights	M: Host	11/28/23 1/23/23 4/24/23	In progress
1/10/22	Leaf Blowers	M: Baller S: Host	1/24/22 10/3/22 4/3/23 5/8/23 6/5/23	In Progress
1/10/22	Commissioner Conduct	No vote	2/14/22 2/28/22 7/11/22 2/13/23 4/24/23 6/5/23	In progress

Resolved

Meeting	Topic	Commissioner	Status
12/5/22	Mayor/MPT Selection	McLain	Resolved
4/11/22	BBCC - Mental Health Workshop - More time to talk	M: Baller S: Haig	Resolved
5/9/22	Pickleball	Baller, no vote	Installed on 6-3-22
1/24/22	Social Districts	M: Schafer S: Boutros	No formal action taken by the Commission
5/23/22	Commission Meeting Start Time	Baller	No changes for now
8/15/22	Birmingham Country Club	M: Host S: Haig	Resolved, letter sent
8/15/22	Speed Bumps	M: Haig S: Host	Resolved
9/12/22	Banner	M: Baller S: Host	Completed
12/5/22	Lighting to sustainability board	Haig	To be explored by Sustainability Board
6/13/22	Sustainability Board	M: Schafer S: Host	Resolved
1/10/22	Food Trucks	M: Host S: Schafer	Staff monitoring
4/25/22	Improvements in Information Provision and Methodology	M: Haig S: Baller	Resolved
3/13	Community foundation (review former letter from Kucharek)	Baller	Resolved
3/28/22	City Manager Selection Process	M: Host S: Boutros	Resolved
1/9/23	Ad Hoc Senior Services Committee	M: Baller S: Longe	Resolved

Department of Public Services**Parks & Recreation Master Plan Update**

Please visit our [Parks and Recreation Master Plan webpage](#) to learn about planning currently underway for our five year Parks & Recreation Master Plan, including public engagement opportunities. An online survey and park idea map are available on this site. Additional upcoming public engagement

opportunities include a field day at Kenning Park on August 5, from 12-4 p.m. and at the Farmers Market on September 10.

The City's consultant, McKenna, will be attending the August 1 Parks and Recreation Board meeting to provide an update.

Clarification on Buckingham Property Landscape Bed Maintenance in response to Commissioner Baller's question from the [June 26, 2023 City Commission Meeting](#)

The landscape bed at this location came into existence in 2016 after ITC, the owner of the power transmission lines that run along the railroad, performed clearing of vegetation, brush and trees underneath the power lines that provided a barrier between the City property and the Railroad tracks. They removed the entire "natural brush/screening" in this area, which is considered to be part of the power company's right of way. As a result, for safety, the City installed a 6' chain link fence along the east edge. Shortly thereafter, ITC did partially contribute financially to replace plantings with lower growing native plants.

The Department of Public Services has been maintaining the area since, as Canadian thistle is prominent along the tracks. With the approval of the addendum to our Landscape Bed Maintenance Contract, the area is treated for weeds twice per month.

Trail Improvement Concept Plan

Since November of 2022, the Trail Improvement Concept Plan has been routed to various boards (Multi-Modal Transportation, Museum, Martha Baldwin, Parks and Recreation), and to department heads for review and feedback. A survey on Engage Birmingham was also available to the public. A revised concept plan incorporating all feedback will be presented at the August 1 Parks and Recreation Board meeting for a recommendation to the City Commission. The department has applied for grants through MI Sparks and the Oakland County Parks and Recreation Parks and Trailways program to help leverage funding to accomplish this project. Oakland County grant awardees are anticipated to be announced later this month, and MI Sparks Grant round two awardees will be announced in September.

Forestry Quarterly Update

Block Trimming Program

The City is divided into seven sections for a block trimming program, in which every street tree is structurally pruned on a 7-year cycle. The City's forestry services contractor, J.H. Hart, is currently working in the southeast section between Maple and 14 Mile, east of Woodward Ave. The next scheduled block is in the northwest section of the City from Maple to Quarton Rd, west of Lakeside.

June 25 Storm Report

A moderate storm with brief severe winds came through Birmingham the evening of Sunday, June 25th. The winds caused 11 City trees to completely fail, along with three reported instances of personal property damage. JH Hart and City crews cleaned up the storm damage by removing the failed trees in parks and along streets, and also running extra brush routes all week to handle the excessive amount of downed limbs.

2023 Spring Tree Planting Project Update

The 2023 Spring Tree Planting Project was completed by KLM Landscape. Crews installed 145 trees in right-of-ways, various parks and City properties. Some trees experienced heat stress and likely were not getting enough water during the drought in June. Residents are provided with proper watering instructions following the installation of the new trees, which require more water than standard lawn irrigation can provide. The City will continue to monitor the health of the trees and require warranty replacements where applicable during the appropriate planting cycle.

Miscellaneous Forestry Updates

City crews have been progressing with fertilization and tree trimming work in the parks, specifically in Barnum Park, St. James Park, Pembroke Park, Quarton Lake Park, Poppleton Park, and Linden Park.

Sixteen City street trees interfering with public utilities and accessibility were removed for engineering road construction projects on Westwood Dr., Brown St. and Pierce St.

Engineering Department

2023 Construction Update

The following construction projects are currently underway:

- Westwood, Oak, and Raynale Project: Cape seal treatment is complete and the contractor is finishing punch list items to close out the project.
- Brown Street Paving Program: The contractor is installing the exposed aggregate sidewalk, and will work on irrigation and plantings in the near future. The project is scheduled to be complete by Friday, August 18.
- Parking Lot No. 5 Slope Repair: The fence was installed, and planting will occur at the end of the summer.
- 2021 Asphalt Resurfacing Program – Parking Lot No. 5: The parking lot is currently under construction and will be completed by the end of July.
- Lincoln Hills Golf Course Tee No. 1 Tee-Box and Cart Path Improvements: The cart path has been paved; the contractor is working on final irrigation and restoration.
- 2022-2023 Cape Seal Program (Southeast corner of the City): Cape seal treatment is complete and the contractor is finishing punch list items to close out the project.
- Water Tower Maintenance and Coating:
 - o Derby Tank and Hunter Tank: Repairs and overcoat painting with the new logo installation have been completed. The contractor is finishing punch list items to close out the project.
- 2022 Concrete Sidewalk Program: The contractor has started work on miscellaneous sidewalk repairs throughout the City, including the Ann Street sidewalk located on the west side of Ann Street between Landon Street to Lincoln Street.
- Cranbrook Road Non-Motorized Pathway Improvement Program: Construction started for this project on Cranbrook Road. The contractor began work on 14 Mile and is working north.
- 2023 Concrete Sidewalk Program: The contractor is working on the following items: residential area 6: Quarton Road to Maple Road, and western City limits to Lakeside Drive, downtown area 1A: Chester Road to N. Old Woodward, and Rouge River to Maple Road, ADA Ramps within the Downtown Area, miscellaneous repairs throughout the City, miscellaneous sidewalk repairs in Shain Park, installation of bicycle pads and racks in various locations throughout the City.
- Pierce Street Paving Project (14 Mile Road to Lincoln): Construction will start on the water main replacement in late July.
- 2023 Asphalt Resurfacing Program: Resurfacing is underway on the following streets:
 - o Birmingham Blvd: Lincoln Street to 14 Mile Road
 - o Smith Street: Cummings to Woodward Ave
 - o Holland Street: Adams Road to Torry Street
 - o S. Old Woodward: Landon Street to Lincoln Street

The following construction projects are scheduled for the rest of the construction season:

- 2023 Sewer Rehabilitation Project: Construction in various areas throughout the City will begin in August.

Affected property owners will receive information about these projects. For more information, contact the Engineering Department at 248-530-1840.

Water Service Verification Program

As a reminder, the “In-Home/Business” water service line material needs to be determined as part of this program and included in the City’s reporting for the State of Michigan. 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.

Finance Department

Budgeting Software Selection Process

The City posted an RFP for budgeting and transparency software in June, and the City received four bids to the RFP. City staff watched demonstrations of the software on July 13th and 14th. We are currently in the process of evaluating the bid responses and client references. We hope to have an agreement before the City Commission in August.

Fire Department

Welcome, Firefighter Turner

The Birmingham Fire Department is proud to welcome our newest member, Jeremy Turner. Jeremy comes to our team with over fourteen years of experience in the Flint Fire Department. Jeremy is currently a firefighter and Emergency Medical Technician (EMT), and will soon begin his paramedic training which takes over a year to complete.

Fourth of July Update

During the Fourth of July holiday, the Fire Department is pleased to announce there were no citations issued for fireworks violations and no injuries. The department also did not have any fires caused by fireworks as in previous years. The City’s strict ordinance and messaging campaign is a factor in this reduction.

Human Resources

Welcome Rachel Matti

The Human Resources department welcomes HR Generalist Rachel Matti! Rachel has a bachelors in HR Development from Oakland University, her Professional in HR credential from the HR Certification Institute, and has a background in large scale HR services in the private sector. She comes with substantial background in HR compliance, onboarding and coaching a workforce of over 250 employees spread across the United States. In her free time she enjoys spending time outdoors and traveling. She looks forward to lending her expertise in the field to ensure proper compliance and resources for all employees. Welcome, Rachel!

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees from June 12, 2023 to July 12, 2023. Their skills, expertise, and enthusiasm are a valuable addition to our team. We welcome them to our organization!

Department	Position	Name	Type
DPS	DPS Temp	Charles Stamell	Seasonal

DPS	DPS Temp	Jack Rutkowski	Seasonal
DPS	DPS Temp	Rose DiGiovanni	Seasonal
Library	Library Page	Amina Jawad	Part-Time
Library	Library Page	Jennifer Halpern	Part-Time
Library	Library Page	Megan Gusho	Part-Time
Library	Library Page	Angelina Belotti	Part-Time
Community Development	Secretary A	Lauren Gieraltowski	Full-Time
DPS	DPS Temp	Owen Bellows	Seasonal
DPS	DPS Temp	Adler Doerr	Seasonal
DPS	DPS Temp	Cameron Csernits	Seasonal
DPS	DPS Temp	Margaret Anderson	Seasonal
DPS	DPS Temp	Gabriel Morreale	Seasonal
Library	Library Page	Sebastian Hernandez	Part-Time
Library	Library Page	Mayoree Jones-Toubeaux	Part-Time
DPS	DPS Temp	Nathan Stebbins	Seasonal
Fire	Firefighter	Jeremy Turner	Full-Time
HR	HR Generalist	Rachel Matti	Full-Time

June Hiring Anniversaries

The City of Birmingham celebrated the hiring anniversaries of several employees. Their unwavering commitment, hard work, and genuine compassion have left a profound and lasting impact on our community. We extend our heartfelt appreciation for their exceptional service and dedication. Their contributions are deeply valued and recognized.

Years Of Service	Employee	Department	Position
25	James Lotridge, Jr	Police	Parking Enforcement

25	Joshua Husted	Police	Police Sergeant
22	Daniel O'brien	Library	Library Page
21	David Bianchette	Building Maintenance	Building Maintenance
21	Debra Gantz	Library	Substitute Librarian
20	Ryan Kearney	Police	Police Captain
20	Matthew Bartalino	Fire	Asst. Fire Chief- Operation
19	Kristen Tait	Library	Library Department Head
10	Mark Mischle	Fire	Fire Lt/AEMT
9	Grant Ankney	Fire	Fire / AEMT
9	Adam Knowles	Fire	Fire Lt/ AEMT
8	Michael Manzo	Police	Police Sergeant
8	Seth Barone	Police	Police Officer
4	Jamil Kim	IT & Communications	Media & IT Specialist
3	Antoinette Licari	Police	Police Dispatcher
3	Morgan Webb	Finance	Accounting Administrator
2	Jennifer Hassell	Library	Librarian Pt
2	Joan Tyrrell	Library	Library Network Administrator
2	Dushawn Brandy	Fire	Fire / AEMT
2	Jeremy Shultz	Fire	Fire / AEMT
1	Aaron Ford	Parking	Parking System Manager

Employment Opportunities

The City is currently accepting applications for the following positions. To submit an application or for more information, visit www.bhamgov.org/jobs.

Department	Position	Type	Application Closing
Building	Plumbing Inspector	Full Time	Until Filled
DPS	Fleet Mechanic	Full Time	Until Filled
DPS	Golf Course	Seasonal	Until Filled
DPS	Ice Arena	Part Time	Until Filled
DPS	Seasonal Laborer	Seasonal	Until Filled
DPS	Public Services Manager	Full Time	July 26, 2023
DPS	Streets/Sewer Water Operator	Full Time	Until Filled
Planning	Planning Intern	Seasonal	July 31, 2023
Planning/Engineering	Administrative Assistant	Full Time	August 7, 2023
Police	Parking Enforcement Assistant	Part Time	Until Filled
Police	Dispatcher	Part Time	Until Filled
Police	Officer	Full Time	Until Filled

Information Technology

Artificial Intelligence Committee

The City has formed an internal AI (Artificial Intelligence) committee. The committee has been tasked with the responsibility to review the possible usage of AI tools within the City and the benefits / risks it may have. The committee has also been tasked with the creation of a policy for its usage within the City.

To gauge its current usage, the committee has polled City staff to see if generative AI has been used for City business in any form (i.e. ChatGPT, DALL-E or other AI applications). Also, we have asked if staff sees a benefit in the use of generative AI tools to help in the performance of daily tasks.

We are currently compiling the results of that query and reviewing how other cities handle Generative AI within their daily business.

Planning Department

Planning Board

A tentative Planning Board list of scheduled and/or recently completed items is provided below:

1. Health Club/Studio Use in B4 Zoning District – Study Session (August 9, 2023)
2. 245 S. Eton – Big Rock Italian Chophouse – Special Land Use Permit, Final Site Plan & Design Review (City Commission August 28, 2023)
3. 388 S. Bates – Community House – Community Impact Study & Preliminary Site Plan Review (August 30, 2023)

Historic District Commission & Historic District Study Committee

The Preliminary Historic District Study Committee report for 1238 Buckingham is nearing completion and will be on to the next stages of review as outlined in Chapter 127 of the City Code. Next steps include transmittal to the Planning Board, State Historic Preservation Office, Michigan Historical Center, and other related bodies. After that review, at least two public hearings will be held, one of which will be at the City Commission.

Multi-Modal Transportation Board

The Multi-Modal Transportation Board will begin reviewing upcoming projects for 2024 in August.

Public Arts Board (PAB)

The PAB has received a sculpture application for Lincoln Hills Golf Course and a mural application for the Daxton Hotel. Shooting Star by John Henry was installed in the greenspace at S. Old Woodward, Haynes Street, and Woodward Ave.

Sustainability

The Environmental Sustainability Committee (ESC) is deep into the data gathering phase of the Greenhouse Gas Emissions inventory, which is slated to be complete, or near complete by the end of the year. Concurrently, the ESC is embarking on several early public engagement outreach efforts to help inform the Sustainability and Climate Action Plan, which is the second task that the ESC will be completing in 2024. The scheduled engagement activities are as follows:

- Birmingham Engage Survey – [Environmental Sustainability](#) (LIVE NOW)
- Day on the Town – July 29, 2023
- Birmingham Farmers Market – August 27, 2023

Police Department

National Night Out Against Crime

On August 1, the Birmingham Police Department will be participating in National Night Out Against Crime. This is a free event for the public and runs from 6 pm to 8 pm. The event is being held at 3350 Seyburn in the parking lot of the Auburn Hills Community Center. The event has many activities for children, including:

- Bounce House, Climbing Wall, and Slip and Slide from Oakland County Parks
- Blow up Archery and Casting Game from Bass Pro Shop
- Crafts table hosted by Home Depot
- Child fingerprint station hosted by The Masons
- Dunk Tank
- Live Band

- Hot Dogs and Chips
- Ice Cream Truck (thanks Cornerstone!)
- Fire Department Display and demonstration
- Multiple Police Agency displays
- And MORE!

Active Shooter Training

On August 30, 2023, the Birmingham Police Department will be taking part in a large-scale active shooter scenario in cooperation with Bloomfield Township Police and other area agencies. This mass casualty training incident is being held at Bloomfield Hills High School and is a valuable training exercise to provide experience, knowledge and guidance in the event we have to respond to an actual incident.

Parking Systems Update

Construction

Repairs continue at the N. Old Woodard Garage and include concrete restoration, repairs to the handrails, painting of ceilings, walls, and stairwell walls, and the installation of LED lights.

The surface lot portion of the N. Old Woodward Garage (Lot 5) is being repaved. The lot had deteriorated significantly and the striped lines were worn away to the point that much of them were not visible. The newly repaved and restriped lot should improve the look and parking experience significantly.

Capacity

JUNE AVG CAPACITY	
Chester Garage (880)	31.00%
Old Woodward (745)	21.00%
Park Garage (811)	30.00%
Peabody Garage (437)	38.00%
Pierce Garage (706)	76.00%

Future Agenda Items

Download a summary of [future agenda items](#).

Future Workshop Items

Download a summary of [future workshop items](#).

Efforts to deceive a top concern among state election officials



Jocelyn Benson, Michigan's Secretary of State attends the summer meeting of the National Association of Secretaries of State in Washington. JACQUELYN MARTIN — THE ASSOCIATED PRESS

BY CHRISTINA A. CASSIDY

THE ASSOCIATED PRESS

WASHINGTON >> Efforts to deceive the public about voting and elections remain a top concern for state election officials as they dig into preparations for the 2024 election.

Misinformation and the emergence of generative artificial intelligence tools to create false and misleading content were cited in interviews with several secretaries of state gathered recently for their national conference. Other top concerns were staffing and the loss of experienced leaders overseeing elections at the local level. The officials were gathered in Washington for the annual summer conference of the National Association of Secretaries of State.

INFORMATION ONLY

“The cliché here is true,” said Minnesota Secretary of State Steve Simon, a Democrat. “You hope for the best, but plan for the worst. So, we’re planning for the worst, which is that multiple communications channels will be filled with false and misleading information.”

State election officials in Michigan and Colorado said they were particularly concerned about the rise of AI and the implications of it being misused by foreign adversaries seeking to meddle in U.S. elections. They pointed to altered videos, known as deepfakes, that rely on facial mapping and AI to make it appear that real people are saying things they never said.

Colorado Secretary of State Jena Griswold said she convened a working group in her office to game out potential risks, after a 2020 presidential election that was marred by false claims and attacks on voting. Michigan Secretary of State Jocelyn Benson said state and federal regulations requiring disclosures of AI-generated content are needed along with boosting public awareness.

“We can’t necessarily put the genie back in the bottle, but we can educate citizens about how to receive that information,” said Benson, a Democrat. “And it becomes much easier if there are disclaimers alongside it that says, hey, this is fake.”

Some state election officials said they would not be deterred by a recent court order by a federal judge in Louisiana that limited federal agencies when it comes to contacting social media companies about content deemed false or deceptive with a few exceptions. On Friday, an appeals court temporarily paused the order.

“The injunction doesn’t apply to state officials, so I’m going to keep talking to whoever the hell I want to talk to,” said Arizona Secretary of State Adrian Fontes, a Democrat. “If you know somebody is out there lying and it hurts voters, they’re literally telling voters the wrong day or the wrong places to vote, literally giving them bad information on purpose, you should be able to shut that down because that’s interfering with the voter’s right to vote.”

Ohio Secretary of State Frank LaRose and others pointed to various ways of combating misinformation that don’t involve communicating with social media companies. LaRose, a Republican, mentioned one instance in which his staff took a social media post that was spreading misinformation, added a “false” label across it and reposted it while contacting local news to ensure they were aware the original post was not true.

“We’ve worked to actively combat false information, but the way we do it is by spreading copious amounts of truth,” LaRose said.

West Virginia Secretary of State Mac Warner, a Republican, praised the federal court ruling and said he was more concerned about the federal government being the one to spread false information. He said he is supportive of efforts by House Republicans to investigate federal agencies over their activities before the 2020 presidential election.

“I think this is the big story going and it far outweighs all this other stuff that we’re talking about here at this conference with regards to cybersecurity and, you know, trusted sources, and on and on,” Warner said. **INFORMATION ONLY** federal government shouldn’t be in there telling

Americans what they can and can't hear, see, believe, Google, that sort of thing. So hopefully we're gonna get it straightened out."

Chris Krebs, the former director of the U.S. Cybersecurity Infrastructure Security Agency during the Trump administration, has defended the work his agency did in 2020. In a social media post after the court order, Krebs said his agency only connected state and local election officials with social media companies and did not filter or review any content.

Officials in Pennsylvania and Kentucky both cited staffing as a concern. In Pennsylvania, there has been considerable turnover among those overseeing local elections, driven largely by retirements and increased stress. Al Schmidt, a Republican appointed as Pennsylvania's chief election official, said the risks are many and the margin for error is small.

"The most dangerous thing is when you lose experienced election workers, you lose institutional memory, you lose all that experience, and it's replaced by people who are less experienced and who are more likely to make a mistake — and to make a mistake in an environment where every mistake is being perceived as being deliberate or malicious," he said.

The multi-day conference was the first since several Republicans announced plans earlier this year to leave a bipartisan effort aimed at improving the accuracy of voter lists and identifying fraud, prompting consternation from their Democratic counterparts.

The decisions were made as the Electronic Registration Information Center, more commonly known as ERIC, was targeted by conspiracy theories surrounding its funding and purpose.

Republicans cited other reasons for their exit and have been working on an alternate system for sharing data among individual states.

Several Democratic officials said they were uninterested in any alternative to the ERIC system, which still includes a few Republican-led states. They expressed hope that large-population states like California and New York, which are not currently part of ERIC, will join.

Kentucky Secretary of State Michael Adams, a Republican, said he is exploring his state's options. A court order requires the state to participate in ERIC, according to Adams, but several surrounding states and Florida, where many of his state's residents retire, are leaving or do not participate.

"Even if ERIC were hunky-dory, I still need to find ways to get information from 30-plus states that aren't in ERIC," Adams said.

The conference largely avoided controversial subjects during panel discussions, focused instead on sharing best practices. Several officials said partisan divisions are set aside so they can collaborate on improving elections.

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Warner said a Michigan official approached him to talk about efforts in West Virginia to improve voting among active-duty military, and Kansas Secretary of State Scott Schwab said he planned to talk with his staff about plans to assist voters with hearing impairments after learning of Minnesota's efforts.

"There's still so much more that we agree on than what we disagree on," said New Mexico Secretary of State Maggie Toulouse Oliver, a Democrat. "And we're all a bunch of thieves at the end of the day — we steal ideas from each other and it's like that's a really cool program, I want to do that in my state."

INFORMATION ONLY

Saxon Speed humps

Susan Randall <susan.m.randall@sbcglobal.net>

Mon, Jul 17, 2023 at 6:30 PM

To: Susan Randall <susan.m.randall@sbcglobal.net>

Cc: Brad Host <bhost@bhamgov.org>, "tlonge@bhamgov.org" <tlonge@bhamgov.org>, Elaine McLain <emclain@bhamgov.org>, "cballer@bhamgov.org" <cballer@bhamgov.org>, "pboutros@bhamgov.org" <pboutros@bhamgov.org>, Andrew Haig <ahaig@bhamgov.org>, "kschafer@bhamgov.org" <kschafer@bhamgov.org>, "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Birmingham Farms Friends & City of Birmingham Commissioners,

The Village of Beverly Hills is meeting Tuesday evening and will be discussing a pilot program for speed humps on Saxon, between Balmoral and Wentworth, and on Riverside, between Drury and Inglewood. Please see the details below and attachments from Peter Webster, of Beverly Hills. If you would like to support their effort, show in person or online, or email the Village council members.

I am including the City of Birmingham Commissioners in this notice. This topic has been discussed at past City meetings. I propose that the City move forward with a pilot program for speed humps on Saxon Drive in conjunction with the Village effort.

Thank you,

Susan Randall
1220 Saxon Drive

----- Forwarded Message -----

From: Peter Webster <phwebster1@gmail.com>
Sent: Monday, July 17, 2023 at 10:06:40 AM EDT
Subject: Saxon Speed humps

To All - Tomorrow, the Village will be considering a pilot program for speed humps as described in the attached document dated 7 14 23. Please consider submitting your voice of support either via email, Zoom online during public comment and attending in person. Also, assuming the humps are installed on a pilot basis and have a positive effect, supportive feedback will be important along with notes of thanks to the Village council members. PHW.

Please forward to folks I may have missed.

I include Birmingham folks who should feel free to participate in this even though the Village is considering this program.

Village Manager
Jeff Campbell
jcampbell@villagebeverlyhills.com

Village Council
jgeorge@villagebeverlyhills.com
rhrydziuszeko@villagebeverlyhills.com
rabboud@villagebeverlyhills.com
tkecskemeti@villagebeverlyhills.com
jmooney@mooneygilboe.com
rogorman@villagebeverlyhills.com
mwhite@villagebeverlyhills.com

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[John George](#)
President
Served since 2018
Term ends 2026

[Racheal Hrydziuszko](#)
President Pro-Tem
Served since 2018
Term ends 2026

[Rock Abboud](#)
Served since 2014
Term ends 2026

[Tracy Kecskemeti](#)
Served since 2020
Term ends 2024

[John Mooney](#)
Served since 2008
Term ends 2024

[Ryan O'Gorman](#)
Served since 2020
Term ends 2024

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[Mike White](#)
Served since 2022
Term ends 2026

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To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/1723600812.1519931.1689633040301%40mail.yahoo.com>.

2 attachments



Village Agenda 7 18 23.pdf

160K



Village speed hump memo 7 18 23.pdf

854K

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Village of Beverly Hills
Regular Village Council Meeting
Tuesday, July 18, 2023

Municipal Building
18500 W. 13 Mile Road
7:30 p.m.

Zoom link: <https://us02web.zoom.us/j/82703210969>

Meeting ID: 827 0321 0969

Dial in: 1-646-876-9923 (US)

AGENDA

Roll Call/Call to order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and consider approval of [minutes](#) of a regular Council meeting held July 5, 2023.
2. Review and file [bills](#) recapped as of Monday, July 17, 2023.
3. Refer special land use request and site [plans](#) for 19400 13 Mile Road to the Planning Commission for review and recommendation.

Business Agenda

1. Review and consider landscaping [proposal](#) for Village Hall and the Public Safety building.
2. Review and consider entering into [Agreement](#) with DTE to convert existing mercury vapor streetlights to LED streetlights.
3. Review and consider renewing the Village's [contract](#) with HydroCorp to administer the Village's Cross Connection Control Program.

Discussion Item

1. Pilot [program](#) to install trial speed humps in the Village of Beverly Hills.
2. Update from Wendbrook Forum Subcommittee.

Public Comments

Manager's [report](#)

Council comments

Adjournment

This will be a hybrid meeting held in person in the Village Council Chambers with a remote participation option available via Zoom due to the COVID-19 pandemic.

The Village of Beverly Hills will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities attending the meeting upon three working days' notice to the Village. Individuals with disabilities requiring auxiliary aids or services should contact the Village by writing or phone, 18500 W. Thirteen Mile Beverly Hills, MI 48025 (248) 646-6404.

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To: Honorable Council President and Village Council

From: Jeff Campbell, Village Manager

Date: 7/14/23

RE: Discussion about Speed Humps

Background

Speeding and reckless driving are a huge public health and safety concern. Speed humps are a popular and effective in reducing speeds in residential neighborhoods. The Village is considering a pilot program to install speed humps on residential roads. Traffic calming measures such as speed humps can address:

- Speeding
- Pedestrian Safety
- Cut Through Traffic
- Sight distance
- Collisions

The pilot program will determine whether the proposed speed humps can combat speeding and reckless driving in residential neighborhoods. After doing extensive research, the Administration is recommending a trial program to install rubber speed humps on two streets that are known for frequent traffic. The rubber material is being recommended based on cost and ease of installation and removal. The pilot humps will be removed in the winter to ensure that neither the snow plows nor the humps will be damaged when the roads are plowed. The pilot will allow for a period of time to gather data and feedback about the use of speed humps in the Village. Feedback will come from residents and various Village departments. A picture of the type of hump utilized is pictured below:



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Specs for Speed Humps

Each speed hump assembly will be comprised of ten-speed hump middle sections and two end caps. The heavy-duty rubber speed humps and end caps weigh 36 pounds each, are 2.1" Tall x 35.5" Long x 19.5" Wide, and fastened to the road surface with 12" galvanized steel spikes.

Locations and Length of Pilot

For the pilot program, the Administration is proposing to place the speed humps on both sides of Saxon, west of Balmoral and east of Wentworth. In addition, the Administration is also proposing placing speed humps on Riverside Drive east of Drury Lane and west of Inglewood Drive. Residents on these two streets have requested street humps continuously over the last year.

If approved by Council, the initial pilot period would be from the time we receive the humps to November 17, 2023.

Cost

According to the Public Services Department, the total cost for 20 Heavy Duty Rubber Speed Hump Middle Sections, 2 Heavy Duty Rubber Speed Hump End Kits, and 4 'Speed Humps Ahead' Signs is \$4,305.42.

Liability

Administration has reached out to our insurer, MMRMA, and others to comment on liability concerns related to the installation of speed bumps. That information will be provided prior to the meeting.

Potential Future Criteria

Speed humps are designed to make it less comfortable for motorists to speed. Proper engineering analysis and judgment must be included prior to installation of any speed humps. Future criteria to be considered in the installation of speed humps may include:

- Residential streets with a speed limit of 25 mph that is under the exclusive jurisdiction of the Village of Beverly Hills.
- Streets used as known cut throughs to or from a major arterial road in the Village.
- Streets adjacent to schools and parks
- 85th percentile speeds of 30 mph or greater.
- Topography (i.e. hills and curves)
- Resident support (75% support from residents on the segment of roadway being considered is required, through petitions).

Other Jurisdictions

There are numerous neighboring local jurisdictions utilizing speed humps. The City of Dearborn is engaged in a similar pilot program. The City of Detroit has installed over 10,000 speed humps since 2016. The City of Ferndale has a speed hump program, as do Royal Oak and Farmington Hills. The Road Commission of Oakland County will also install speed humps on County roads if certain criterion is met.

Village Meeting update: Saxon Speed humps

Susan Randall <susan.m.randall@sbcglobal.net>
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Wed, Jul 19, 2023 at 10:27 AM

Please read the update below from Peter Webster, Village resident.

Susan Randall

----- Forwarded Message -----

From: Peter Webster <phwebster1@gmail.com>
Sent: Wednesday, July 19, 2023 at 09:57:05 AM EDT
Subject: Re: Saxon Speed humps

The meeting last night went well. There was significant support for the pilot program. Others throughout the village also wanted speed humps. We need to stay on this. While there were strong supporters of speed humps on the village council, we should not underestimate the difficulty in getting even the most logical things done.

> ----- Original Message -----

> From: "Peter Webster" <phwebster1@gmail.com>

> Sent: Monday, July 17, 2023 10:05:13 AM

> Subject: Saxon Speed humps

>

> To All - Tomorrow, the Village will be considering a pilot program for
> speed humps as described in the attached document dated 7 14 23. Please
> consider submitting your voice of support either via email, Zoom online
> during public comment and attending in person. Also, assuming the humps are
> installed on a pilot basis and have a positive effect, supportive feedback
> will be important along with notes of thanks to the Village council
> members. PHW.

>

> Please forward to folks I may have missed.
> I include Birmingham folks who should feel free to participate in this even
> though the Village is considering this program.

>

> Village Manager
> Jeff Campbell
> jcampbell@villagebeverlyhills.com

>

>

> Village Council
> jgeorge@villagebeverlyhills.com
> rhrydziusko@villagebeverlyhills.com
> rabboud@villagebeverlyhills.com
> tkecskemeti@villagebeverlyhills.com
> jmooney@mooneygilboe.com
> rogorman@villagebeverlyhills.com
> mwhite@villagebeverlyhills.com

>

>

> [image: IMG_4256 - Copy]

>

>

> *John George <jgeorge@villagebeverlyhills.com>*

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- > President
- > Served since 2018
- > Terms ends 2026
- > [image: Racheal Hrydziusko - Copy]
- >
- >
- > Racheal Hrydziusko <rhrydziusko@villagebeverlyhills.com>
- > President Pro-Tem
- > Served since 2018
- > Term ends 2026
- >
- > [image: Rock Abboud - Copy]
- >
- > Rock Abboud <rabboud@villagebeverlyhills.com>
- > Served since 2014
- > Term ends 2026
- >
- >
- > [image: Kecskemeti 2021]
- >
- > Tracy Kecskemeti <tkecskemeti@villagebeverlyhills.com>
- > Served since 2020
- > Term ends 2024
- >
- >
- > [image: John Mooney]
- >
- >
- > *John Mooney <jmooney@mooneygilboe.com>*Served since 2008
- > Term ends 2024
- >
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- >
- > [image: Ryan O'Gorman 2020]
- >
- > *Ryan O'Gorman <rogorman@villagebeverlyhills.com>*
- > Served since 2020
- > Term ends 2024
- >
- >
- >
- > [image: Mike White 2023 (2)]
- >
- >
- > *Mike White <mwhite@villagebeverlyhills.com>*Served since 2022
- > Term ends 2026

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To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/1019888504.2350402.1689776874178%40mail.yahoo.com>.

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July 6, 2023

Lisa Felice
Executive Secretary
Michigan Public Service Commission
7109 W. Saginaw Hwy.
Lansing, Michigan 48917

Re: DIRECTV, LLC (DIRECTV) Annual Video Report

DIRECTV, LLC ("DIRECTV") hereby submits its Annual Video Report to the Michigan Public Service Commission and franchising entities under Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended, or "Video Act"). A copy of the report is being provided to the Clerk in each of the Michigan communities where DIRECTV has a local franchise agreement for U-verse video service. These are the same communities previously served by Michigan Bell Telephone Company ("AT&T Michigan").

We respectfully request the Commission to accept this report. Questions regarding this report can be directed to me as follows:

DIRECTV
Legal/External Affairs
2260 E. Imperial Hwy.
El Segundo, CA 90245
e-mail: scott.alexander@directv.com
telephone: (214) 202-3185

Sincerely,

Scott J. Alexander
Senior Director – External Affairs

Enclosure

cc: Ryan McAnany - MPSC



July 6, 2023

DIRECTV, LLC Annual Video Report for U-verse Video Service in Michigan

DIRECTV, LLC (“DIRECTV”) submits this Annual Video Report to the Michigan Public Service Commission (“MPSC” or “Commission”) and franchising entities in the State of Michigan as required by Michigan’s Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended or “Video Act”).

On or about August 11, 2021, each of the 341 municipalities served by Michigan Bell Telephone Company (“AT&T Michigan”) were notified that their Uniform Video Local Franchise Agreement (“Agreement”) was transferred to DIRECTV and that AT&T retains a majority economic interest in DIRECTV, with TPG Capital holding a minority economic interest. DIRECTV is a separate, affiliate company and operates independently of AT&T. As required by the transfer process established by the Video Act, each local entity was provided with an Attachment 2 form to their Agreement.

DIRECTV will continue to meet the terms of those Agreements and of the Video Act, as it relates to the continued provision of the U-verse IP-enabled video service. As required under Sec. 9 (1) of the Video Act, DIRECTV does not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides. Existing customers can continue to enjoy the same high-quality U-verse video service without the need for any additional action on their part.

U-verse TV includes:

- Access to live video programming and on-demand and interactive content
- Ability to access more than 242 National HD channels
- Ability to record up to 4 shows at once with Total Home DVR
- Ability to view programs via a subscriber’s smartphone or tablet
- Public, Educational, and Government (PEG) channels for communities who are providing or request to provide PEG programming
- Customer service via call centers and 24/7 online
- Online customer service and technical support is available at <https://www.att.com/support/topic/u-verse-tv/>

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-21353**

- DTE Electric Company requests Michigan Public Service Commission's approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2022.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (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.
- A pre-hearing will be held:

DATE/TIME: Thursday, August 17, 2023 at 10:30 AM

BEFORE: Administrative Law Judge Sally Wallace

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at 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) June 30, 2023 application requesting the Commission to: 1) approve DTE Electric's proposed Transfer Prices for DTE Electric Renewable Energy Contracts and Company-owned Renewable Energy Systems the Commission approves; 2) determine that DTE Electric's 2022 Renewable Cost Reconciliation and DTE Electric's 2008 PA 295 revenues collected and costs incurred in 2022 are reasonable and prudent and meet all relevant requirements under 2008 PA 295, as amended; 3) reconcile the pertinent revenues recorded and the allowance for the nonvolumetric Revenue Recovery Mechanism with the amounts actually expensed and projected according to DTE Electric's proposed Amended Renewable Energy Plan (REP), including: a) determine that DTE Electric is in compliance with the Renewable Energy Standards of 2008 PA 295, b) ensure that the retail rate impacts under DTE Electric's Renewable Cost Reconciliation Revenue Recovery Mechanism do not exceed the maximum retail rate impacts specified under Section 45 of 2008 PA 295 (MCL 460.1045); c) ensuring that DTE Electric's Revenue Recovery Mechanism is projected to maintain a minimum balance of accumulated reserve so that a regulatory asset does not accrue; d) maintaining DTE Electric's existing Revenue Recovery Mechanism and approved surcharge amounts to ensure DTE Electric's recovery of its Incremental Cost of Compliance with the Renewable Energy Standards; e) approve the prices per MWh for renewable energy capacity and advanced cleaner energy capacity and for renewable energy and advanced cleaner energy to be recovered through DTE Electric's Power Supply Cost Recovery clause under MCL 460.6j; f) determine that it is not

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necessary or appropriate at this time to adjust DTE Electric's minimum balance of accumulated reserve funds; g) where DTE Electric has recorded a regulatory liability in any given month, approve DTE Electric's proposed treatment of interest on the regulatory liability balance; 4) determine that DTE Electric's actions with respect to its Amended REP are reasonable and determine that its proposed Renewable Energy Plan surcharges should continue; 5) maintain its existing rates and charges in the manner described as proposed by DTE Electric; 6) grant DTE Electric regulatory authority and approvals as proposed, included but not limited to approval of DTE Electric's request that 258,168 Energy Credits be transferred at zero cost from DTE Electric's inventory of Energy Credits to, and used for compliance with its Amended REP, in accordance with DTE Electric's Amended REP, MCL 460.1028(5) (former Section MCL 460.1027), and the Commission's Order in Case No. U-16357; and 7) grant DTE Electric further additional relief, as the Commission may deem suitable and appropriate.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: 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. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: 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 August 10, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Paula Johnson-Bacon, 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-21353**. Statements may be emailed to: 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.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 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-21353

INFORMATION ONLY

Real Estate Insider

Metro Detroit's office market still a struggle, except for one city

By [Kirk Pinho](#)



Credit: [Quinn Banks / Crain's Detroit Business](#)

Data going back to 2000 provided by the local offices of New York City-based brokerage house Newmark shows that, in spite of what is largely a return to normalcy in everyday life after the COVID-19 pandemic, office landlords in Detroit and its suburbs continue to feel the sting of remote work policies and a reduction in space needs resulting from those.

[July 18, 2023 12:25 PM](#) [UPDATED 4 HOURS AGO](#)

Worst in years — still.

Those are four words you can use to describe the vacancy rates in some of the region's most prominent office markets. Most of them, at least (ahem, looking at you, Birmingham).

Data going back to 2000 provided by the local offices of New York City-based brokerage house Newmark shows that, in spite of what is largely a return to normalcy in everyday life after the COVID-19 pandemic, office landlords in Detroit and its suburbs

continue to feel the sting of remote work policies and a reduction in space needs resulting from those.

The pain is likely far from over, said Andrew Hayman, president of Southfield-based office and multifamily landlord Hayman Co.

"We're in the fourth or fifth inning of a nine-inning game here," Hayman said. "We're in a cycle and I don't think anybody knows" when it's going to end.

([One recent report](#) was particularly ominous. It found that office values nationwide likely won't return to pre-pandemic levels until 2040.)

It's hard to imagine the market righting itself without some reduction in the overall supply of office space in the region, said AJ Weiner, managing director in the Royal Oak office of Chicago-based brokerage house JLL.

"Ideally, we start to fundamentally shrink the market at a more steady clip, and that's not happening right now," Weiner said. "We want to see more buildings be converted into multifamily, or torn down for future developments."

Downtown Ann Arbor's office space is 10.4% vacant ... at least on paper, although the true vacancy rate is likely much higher as companies continue to fulfill their lease obligations but don't actually occupy all of their space.

And while 10.4% sounds halfway decent when compared to other markets, the last time Ann Arbor had double-digit office vacancy was a decade ago. At the start of the pandemic, it was just 2.3% vacant.

Detroit's central business district vacancy was 17.3% in the second quarter, highest in nearly eight years, when it was 17.6% in the fourth quarter 2015. (Although obviously not nearly as rough as the 35.2% vacancy rate in Q2 2011.)

It's not just denser downtowns.

The suburbs, with their mid- and high-rises generously spaced apart, are also hurting (mostly).

Southfield sits at 26.6% vacant, a rate it hasn't seen since the second quarter 2014. Ditto Farmington Hills, with the former's 19.5% vacancy most recently matched in the fourth quarter 2014, and the latter's 24.5% vacancy rate (minus its 25.3% first quarter) a rate not seen since Q4 2014.

The outcast of them all?

Birmingham. The swank Oakland County burb actually saw a decrease in its vacancy rate since the start of the pandemic, falling from 10.4% in the first quarter 2020 to 6% in Q2.

John DeGroot, research director for the local office of Newmark, said that's a function of the city's tenant market.

"The general makeup of the Birmingham's office market are smaller office users compared to other submarkets which have many heavy office users," DeGroot said. "The heavy office users are reducing square footage as many employees are working from home. We are not seeing smaller office users, particularly in the professional services sector, reducing office space. That is why Birmingham in particular is a bit insulated from the general office trend."

Submarket second-quarter office vacancy rates

Downtown Detroit: 17.3%
New Center area: 16.4%
Birmingham: 6%
Royal Oak: 9.8%
Troy: 24.5%
Southfield: 26.6%
Farmington Hills: 19.5%
Novi: 23.8%
Downtown Ann Arbor: 10.4%
Auburn Hills: 21.9%

Source: Newmark



By Kirk Pinho