

BIRMINGHAM CITY COMMISSION AGENDA
JANUARY 23, 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

- The City recommends members of the public wear a mask if they have been exposed to COVID-19 or have a respiratory illness. City staff, City Commission and all board and committee members must wear a mask if they have been exposed to COVID-19 or actively have a respiratory illness. The City continues to provide KN-95 respirators and triple-layered masks for attendees.
- Community House 100th Anniversary Proclamation

APPOINTMENTS

- A. Appointment to the Public Arts Board
1. Annie VanGelderren

To appoint _____ to the Public Arts Board as a regular member to serve a three-year term to expire January 28, 2026.

To appoint _____ to the Public Arts Board as an alternate member to serve a three-year term to expire January 28, 2026.

To appoint _____ to the Public Arts Board as an alternate member to serve the remainder of a three-year term to expire January 28, 2025.

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 January 9, 2023.

- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 11, 2023, in the amount of \$6,986,194.11.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 18, 2023 in the amount of \$995,061.06.
- D. Resolution to approve a one-year Professional Service Agreement, extendable at the discretion of the City Commission up to a total of three years, with Hubbell, Roth & Clark, Inc. for Residential Site Evaluation Services. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the city. Funding for this service is paid by permit fees.

AND

To amend the Schedule of Fees, Charges, Bonds and Insurance, effective March 1, 2023, in the Community Development section as indicated by the consultant fee quote.

- E. Resolution to approve the sculpture donation of "Shooting Star" by John Henry to be installed in the public greenspace between Woodward Ave, S. Old Woodward, and Haynes Street as indicated in Exhibit A in the staff report.
- F. Resolution to approve a special event permit as requested by Common Ground to hold the Birmingham Street Art Fair on September 23 and 24, 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.
- G. Resolution to appoint DPS Director Scott Zielinski as the alternate representative of the City of Birmingham on the SOCRRA Board of Trustees for the remainder of the 2022/2023 fiscal year.

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Motion to adopt the amendments to Birmingham City Code Chapter 66. – Human Relations to bolster tenant rights and prohibit discrimination based upon people's source of income.
- B. Resolution to declare a climate emergency, establish the Ad Hoc Environmental Sustainability Committee, and direct Planning Staff to facilitate the immediate development of a greenhouse gas emissions inventory to set a baseline and develop greenhouse gas emission reduction targets for 2030 and 2050.
- C. Resolution to approve an agreement with Corbin Design for design services in the amount not to exceed \$58,550 from account # 101.0-701.000-811.0000. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City and further, to approve the appropriations and amendment to the General Fund budget as follows:

Revenues:		
Draw from Fund Balance	101.0-000.000-401.0000	\$8,550
Expenses:		
Planning – Other Contractual Services	101.0-701.000-811.0000	\$8,550

- D. Resolution to approve the agreement between the City of Birmingham and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for a \$745,680.00 Drinking Water Assessment Management grant award. In addition, authorize the City Engineer to electronically sign the agreement on behalf of the city.
- E. Resolution to approve an Addendum to the existing 48th District Court funding agreement with Bloomfield Township and W. Bloomfield Township and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City, subject to the approval of the Political Subdivision Distribution / Funding Agreement by all four political subdivisions.
- 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
 - 1. None

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

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

Community House 100th Anniversary Celebration

Whereas, The Community House started back in 1923, in a small frame structure at the heart of the Birmingham community, where a small committee of extraordinary people built an extraordinary place where all would be welcome. The Community House was created to be a non-partisan, non-sectarian, non-exclusive community center serving as the starting point for all of life's journeys; and,

Whereas, Philanthropic pursuits have long been the driving force behind their nonprofit organization. From the very beginning, The Community House was known as "the official center of charitable endeavors...to promulgate the social, civic and philanthropic life of the village". They continue to hold this value true to their hearts, ensuring their House is used for personal, professional, philanthropic and recreational pursuits; and,

Whereas, This nonprofit has been home to tens of thousands of residents, dozens of charities, hundreds of classes, thousands of private and public events, and some of life's most memorable experiences. To this day, they welcome young and old from near and far to start their experience at their second home at the heart of the community...The Community House; and,

Whereas, The Community House is a nonprofit that is home to those seeking continuity between personal, professional, philanthropic, and recreational pursuits. For nearly a century, they have provided an extraordinary destination where people can come together to enjoy extraordinary experiences. From educational development to the early planning of life's landmark events — from business to pleasure, from charity to recreation; and,

NOW, THEREFORE, BE IT PROCLAIMED that, I, Therese Longe, Mayor for the City of Birmingham, on behalf of the Birmingham City Commission, extend my congratulations to the Community House for 100 years of invaluable contributions to the community by providing programs, workshops, classes, event offerings, and award-winning child care.

On behalf of the City of Birmingham and
the residents of Birmingham this 23rdth
day of January 2023.

Therese Longe, Mayor



NOTICE OF INTENTION TO APPOINT TO PUBLIC ARTS BOARD

At the regular meeting of Monday, January 23, 2023 the Birmingham City Commission intends to appoint to the Public Arts Board: two regular members with terms to expire January 28, 2026, one alternate member with term to expire January 28, 2026, and one alternate member to serve the remainder of a three-year term to expire January 28, 2025.

In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.

The objectives of the Public Arts Board are to enrich the City's civic and cultural heritage; to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors; and to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

Interested citizens may apply for this position by submitting an application available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, January 18, 2023. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria	Qualifications
	At least four members must be a resident of the City of Birmingham	Members shall, <u>in so far as possible</u> , represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board.
Annie VanGeldereren	Is not a resident	Current Public Arts Board Regular Member. Member of Wayfinding Committee and Birmingham Bloomfield Chamber Chairperson

All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

SUGGESTED ACTION:

To appoint _____ to the Public Arts Board as a regular member to serve a three-year term to expire January 28, 2026.

To appoint _____ to the Public Arts Board as a regular member to serve a three-year term to expire January 28, 2026.

To appoint _____ to the Public Arts Board as an alternate member to serve a three-year term to expire January 28, 2026.

To appoint _____ to the Public Arts Board as an alternate member to serve the remainder of a three-year term to expire January 28, 2025.



PUBLIC ARTS BOARD

City Code - Chapter 78, Article V

Terms - 3 years

7 regular members - At least 4 members shall be residents of the City of Birmingham. The remaining members may or may not be residents of Birmingham. In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the HDDRC, the Parks and Recreation Board, or the Planning Board.

2 alternate members - must meet one of the already established criteria for regular members

Objectives -

- to enrich the City's civic and cultural heritage;
- to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors;
- to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

Last Name	First Name	Home Business	E-Mail	Appointed	Term Expires
Bishai	Natalie	(248) 640-0088		2/12/2018	1/28/2023
1173 Latham St.				Resident Member	
Birmingham	48009	<i>nlbishai@yahoo.com</i>			
Eddleston	Jason	(248) 703-3808		12/5/2016	1/28/2025
892 Purdy				Resident Member	
Birmingham	48009	<i>jason28e@yahoo.com</i>			
Heller	Barbara	(248) 540-1310		1/28/2002	1/28/2024
176 Linden		(313) 833-7834		Resident Member	
Birmingham	48009	<i>bheller@dia.org</i>			
Neville	Monica	(248) 321-1776		2/27/2017	1/28/2024
1516 E. Melton				Resident Member	
Birmingham	48009	<i>monica.neville1@gmail.com</i>			

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Ritchie 1455 South Eton Birmingham	Anne 48009	(248) 635-1765 <i>anneritchie7@yahoo.com</i>	9/12/2016 Resident Member	1/28/2025
Schulak 567 Aspen Rd Birmingham	Jane 48009	(248)219-0847 <i>jane@schulak.com</i>	1/24/2022 Resident Member	1/28/2025
Vacant			Alternate Member	1/28/2025
Vacant			Alternate Member	1/28/2023
VanGelder 3795 Loch Bend Commerce Twp.	Ann 48382	(248) 408-6132 <i>annievangelder@bbartcenter.org</i>	1/13/2020 Artist/Major Cultural Institution	1/28/2023

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **PUBLIC ARTS BOARD**

Year: **2022**

Members Required for Quorum: **4**

MEMBER NAME	1/19	2/16	3/16	4/21	5/18	6/15	7/20	8/17	9/21	10/19	11/16	12/21	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Natalie Bishai	A	P	A		A	A		A	P	P					3	5	38%
Jason Eddleston	P	P	A		P	P		A	P	A					5	3	63%
Barbara Heller	P	P	P		P	P		P	P	P					8	0	100%
Monica Neville	P	P	P		P	P		P	P	P					8	0	100%
Anne Ritchie	P	A	P		A	A		P	P	P					5	3	63%
Jane Schulak	NA	P			A	A		P	A	A							
Annie VanGelderren	P	P	P		P	P		P	A	P							
ALTERNATES																	
Marla Kaftan	P	NA	NA		NA	NA		NA		NA		NA			1	0	100%
															0	0	
															0	0	
															0	0	
															0	0	
TOTAL	6	6	4	0	4	4	0	5	5	5	0	0	0	0			

KEY:

- A** = Member absent
- P** = Member present or available
- CP** = Member available, but meeting canceled for lack of quorum
- CA** = Member not available and meeting was canceled for lack of quorum
- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **PUBLIC ARTS BOARD**

Year: **2021**

Members Required for Quorum: **4**

MEMBER NAME	1/20	2/10	3/17	4/21	5/19	6/16	7/21	10/20	11/17	12/15	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS															
Natalie Bishai	P	P	P	P	A	A	P	P	A	P			7	3	70%
Peggy Daitch	P	P	P	P	A	P	P	NA	NA	NA			6	1	86%
Jason Eddleston	P	P	A	P	A	P	P	A	P	P			7	3	70%
Barbara Heller	P	P	P	P	P	P	P	P	P	P			10	0	100%
Hadley Lovell (student)	NA	NA	A	A	P	A	A	A	A	A			1	7	13%
Monica Neville	P	P	P	P	P	P	P	P	P	P			10	0	100%
Anne Ritchie	P	P	P	P	P	P	A	P	A	P			8	2	80%
Nora Sherifaj (student)	NA	NA	P	P	A	P	A	A	A	A			3	5	37%
Linda Wells	P	P	A	A	NA	NA	NA	NA	NA	NA			2	2	50%
Annie VanGelderen	P	P	P	P	P	P	P	P	P	P			10	0	100%
ALTERNATES															
Marla Kaftan	NA	NA	P	P	P	P	A	P	P	A			6	2	75%
													0	0	
TOTAL	8	8	8	9	6	8	6	6	5	6	0	0			

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CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Public Arts Board**

Year: **2020**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Barbara Heller	P	P	NM	P	P	P	P	P	P	P	P	P			11	0	100%
Monica Neville	P	P	NM	P	P	P	P	P	P	P	P	P			9	0	100%
Annie Van Gelderen	NA	P	NM	P	P	P	P	P	P	P	P	P			9	0	100%
Anne Ritchie	P	P	NM	P	P	P	P	P	P	P	A	P			8	1	89%
Linda Wells	P	P	NM	P	A	A	P	P	P	P	P	P			7	2	78%
Jason Eddleston	P	P	NM	P	P	P	P	P	P	P	P	P			9	0	100%
Natalie Bishai	P	A	NM	P	P	P	A	P	A	A	A	P			6	5	55%
															0	0	#DIV/0!
															0	0	#DIV/0!
ALTERNATES															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
Present or Available	6	6	0	7	6	6	6	7	6	5	6	7	0	0			

KEY:

- A** = Member absent
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- CP** = Member available, but meeting canceled for lack of quorum
- CA** = Member not available and meeting was canceled for lack of quorum
- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items


 Department Head Signature



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Public Arts Board

Specific Category/Vacancy on Board Non-resident position (see back of this form for information)

Name Annie VanGeldereren Phone cell: 248.408.6132

Residential Address 3795 Loch Bend Drive Email * AnnieVanGeldereren@BBArtCenter.org

Residential City, Zip Commerce Twp , MI 48382 Length of Residence 14 years

Business Address 1516 S. Cranbrook Rd. Occupation President & CEO

Birmingham MI 48009

Business City, Zip -

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

I have been an advocate for the arts for at least 25 years - an artist, a teacher, on numerous boards and as CEO of an arts Organization. I have been a dedicated public arts board member during my first appointment, securing a donated sculpture and Securing funds for placement. I have just been elected as Chair to the Public Arts Board

List your related employment experience I have been the President & CEO of the Birmingham Bloomfield Art Center for 11 yrs. I have vast experience in exhibitions and broad relationships with artists in SE MI

List your related community activities Boards: MI Bank, VP Cultural Council of Birmingham/Bloomfield, Arts & Healing/M
Chair- Birmingham Bloomfield Chamber, Wayfinding Committee / Birmingham

List your related educational experience Along with being a professional artist & running an arts organization, I have a certificate in Fundraising Mgt from Indiana University, Graduate of Leadership Oakland, Advanced Leadership Institute & Leadership Detroit.

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

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

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

Signature of Applicant

12-6-22

Date

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

Updated 3/24/2021

ARTICLE V. - PUBLIC ARTS BOARD

Footnotes:

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Editor's note— Ord. No. 1773, adopted December 17, 2001, enacted provisions intended for use as §§ 78-100—78-112. To preserve the style of this Code, and at the discretion of the editor, said provisions have been redesignated as §§ 78-101—78-113.

Sec. 78-101. - Definitions.

Art, civic means visual art pertaining to a person, place or event relating to or belonging to a city or municipality.

Art, public means one or more pieces of civic, visual or performance art designed specifically for ownership by the public or display on property owned by the public.

Art, visual means the conscious production or arrangement of colors, forms or other elements in a manner that affects the human senses in a graphic or plastic medium.

Competition means a process established by the public arts board to review specific art work(s) for a specific site, for the purposes of making a recommendation to the public arts board.

Jury means an ad hoc committee or individual appointed by the public arts board to review specific art work(s) for the purposes of making a recommendation to the public arts board.

Performance art means works of art that create a situation and are conducted for a duration determined by the artist and/or spectator.

Rules of procedure means a written description of the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work.

(Ord. No. 1773, 12-17-01)

Sec. 78-102. - Created.

There is hereby created a public arts board for the city. The public arts board is a locally organized board and is not established by any enabling legislation of the state.

(Ord. No. 1773, 12-17-01)

Sec. 78-103. - Composition and terms of members.

The public arts board shall be appointed by the city commission and consists of the city manager and his/her designated representative(s) as nonvoting ex-officio members and seven voting members.

At least four members of the public arts board shall be residents of the city. The remaining members and ex-officio members may or may not be residents of the city.

In so far as possible, the members shall represent a major cultural institution such as Cranbrook Academy and/or the Detroit Institute of Arts, the Birmingham/Bloomfield Arts Council (BBAC), a registered architect of the state, an artist, an art historian and an art consultant. Members of the public arts board may also be members of the design review board, the historic district commission, the parks and recreation board, or the planning board.

The initial members of the public arts board shall be appointed for the following terms: Two for one year, two for two years and three for three years. Thereafter, all such appointments, except to fill vacancies, shall be for a term of three years.

The city commission may appoint two alternate members to serve as needed on the public arts board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the public arts board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the public arts board.

(Ord. No. 1773, 12-17-01; Ord. No. 1884, 7-24-06; Ord. No. 2234, 5-22-17)

Sec. 78-104. - Vacancies.

All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office, shall be for the remainder of the term of office.

(Ord. No. 1773, 12-17-01)

Sec. 78-105. - Compensation.

The members of the public arts board shall serve as such without compensation.

(Ord. No. 1773, 12-17-01)

Sec. 78-106. - Removal.

Members of the public arts board may, after a public hearing, may be removed without cause by a majority vote of the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-107. - Organization and election of officers.

The public arts board shall, from its appointed members, annually elect a chairperson and vice-chairperson whose terms of office shall be fixed by the rules of procedure of the public arts board. The chairperson shall preside over the public arts board and shall have the right to vote. The vice-chairperson shall, in absence, or disability of the chairperson perform the duties of the chairperson and shall have the right to vote. The city manager or his or her authorized representative shall act as secretary of the public arts board, and maintain a record of all of its proceedings.

The public arts board shall, at its first meeting establish the rules of procedure for conducting its business.

(Ord. No. 1773, 12-17-01)

Sec. 78-108. - Meetings and quorum.

The public arts board shall set a time and place for a regular meeting which will be held at least four times annually and shall determine the manner in which special meetings may noticed and held.

All meetings of the public arts board shall be open to the public. Any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the public arts board makes its recommendation to the city commission.

At least four members of the public arts board shall constitute a quorum for the transaction of its business.

The proceedings of each meeting of the public arts board, shall be recorded by the city manager or his or her authorized representative, acting as secretary.

(Ord. No. 1773, 12-17-01)

Sec. 78-109. - Assistance.

The public arts board may call upon the city manager for information and services from the various city departments as it may require. The public arts board may recommend to the city commission the securing of professional and consulting services as it may require, however, no expenditures of funds shall be made or contracts entered into for providing such services unless the same shall first be approved and authorized by the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-110. - Objectives.

To enrich the city's civic and cultural heritage, the public arts board is established to provide a level of expertise and objectivity to recommend to the city commission works of art to become the property of or for display upon property owned by the city.

To promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the city's residents, business owners, employees and visitors and to enhance the city's image both nationally and internationally.

To establish an environment where differing points of view are fostered, expected and celebrated by providing the opportunity for such expression through the display of public art.

(Ord. No. 1773, 12-17-01)

Sec. 78-111. - Duties.

The public arts board shall establish rules of procedure to describe the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work. See section 78-106.

With the exception of art works to be placed in museums or art galleries, the public arts board shall have the responsibility to review all works of art to become the property of or placed upon property owned by the city. See section 78-109.

The public arts board shall have the responsibility to review publicly owned property for the purposes of consideration for the display of public art. The public arts board shall recommend to the city commission the establishment of general guidelines for site selection, maintenance program(s) for ensuring the structural integrity and aesthetic quality of the site and any work of art, including the removal of any work of art.

The public arts board shall have the responsibility to pursue sources of public funding for arts and cultural education, design competitions, special events etc., that may be necessary to advance the objectives of the public arts board. See section 78-109. In fulfilling such duties, the public arts board may seek assistance from city staff, and others for the completion of applications for grants, scholarships and other sources of public funding, including the administration of such funds. See section 78-108. The city may also accept private donations and gifts to advance the goals, objectives and duties of the public arts board. The city manager shall be responsible for the administration of any funds, account or endowments created to accept such gifts or donations and to administer any honorariums or other expenses incurred for the activities of the public arts board including but not limited to juries and design competitions.

It shall also be the responsibility of the public arts board to increase public awareness and promote education of the importance of public art as an enrichment of the quality of life for the residents, business owners, employees and visitors to the city.

The public arts board shall prepare an annual report of its activities, accomplishments and a description of how the public arts board has attempted to achieve its objectives. See section 78-109. This report shall be presented to the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-112. - Review of public art.

The public arts board, within its rules of procedure, as set forth in section 78-106, shall establish its vision statement and processes for the review of public art works. The public arts board may also appoint a jury or hold design competitions for the selection and review of public art works. See section 78-108.

The public arts board shall make a recommendation regarding the proposed public art work to the city commission. However, a positive recommendation shall not be required to advance the proposed artwork for review by the city commission.

In the event that a display and/or installation of civic, public or visual art is proposed on a site that is within the jurisdiction of another board of this city, it shall be reviewed by and reported on by such board before it is presented to the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-113. - Scope of authority.

The public arts board may select and appoint a jury or hold a competition for the review of any public art project as provided for in sections 78-106 and 78-111. The jury or competition held for any public art project shall serve the public arts board as an ad hoc committee for the duration of the project only.

The public arts board is a non-administrative board serving to make recommendations to the city commission but may not assume any legislative or administrative authority in the operation of any city department or publicly owned property, except as specifically provided in this article.

(Ord. No. 1773, 12-17-01)

DRAFT - Birmingham City Commission Minutes

January 9, 2023

Municipal Building, 151 Martin

7:30 p.m.

Vimeo Link: <https://vimeo.com/782771118>

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 Baller
Commissioner Boutros
Commissioner Haig
Commissioner Host
Commissioner Schafer

Absent: None

Staff: City Manager Markus; City Clerk Bingham, Assistant City Manager Ecker, Human Resources Manager Lambert

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

Announcements

- The City recommends members of the public wear a mask if they have been exposed to COVID-19 or have a respiratory illness. City staff, City Commission and all board and committee members must wear a mask if they have been exposed to COVID-19 or actively have a respiratory illness. The City continues to provide KN-95 respirators and triple-layered masks for attendees.
- The \$1.3 million Birmingham Combined Sewer System Critical Rehabilitation Program Project was funded in the Federal Omnibus Bill passed December 23, 2022. The Mayor thanked City Staff and Congresswoman Stevens for their work on documenting the need and securing the funding.
- County Commissioner Charles Cavell

Appointments

01-001-23 Appointment to the Historic District Commission

The Commission interviewed Mary E. Jaye for the appointment.

MOTION: Nomination by Commissioner Boutros:

To appoint Mary E. Jaye as an alternate member to the Historic District Commission to serve the remainder of a three-year term to expire September 25, 2025.

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

Nays, None

CC Bingham swore in Ms. Jaye.

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

V. CONSENT AGENDA

01-002-23 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioner Haig: Item H – Set Public Hearing to amend Article 4, Section 4.44, Article 3, Section 3.04, Article 3, Section 3.16, and Article 9, Section 9.02 to provide clear and enforceable outdoor dining standards

MOTION: Motion by Commissioner Boutros, seconded by Commissioner McLain:
To approve the Consent Agenda excluding Item H.

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

Nays, None

- A. Resolution to approve the City Commission meeting minutes of November 28, 2022 as amended.
- B. Resolution to approve the City Commission meeting minutes of December 19, 2022.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 21, 2022, in the amount of \$2,376,100.61.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 4, 2023, in the amount of \$4,205,337.48.

- E. Resolution to hold a 2022 review of establishments who have liquor licenses for consumption on premises and to consider same establishments for 2023 renewal at the regular City Commission meeting on Monday, February 27, 2023 at 7:30 p.m.
- F. Resolution to approve a special event permit as requested by the Birmingham Clerk's Office to hold the Celebrate Birmingham Parade and Party in Shain Park on Sunday, May 21, 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 leading up to or at the time of the event.
- G. Resolution to set a public hearing date of February 13, 2023 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 300 S. Old Woodward – RH.

01-003-23 (Item H) Set Public Hearing to amend Article 4, Section 4.44, Article 3, Section 3.04, Article 3, Section 3.16, and Article 9, Section 9.02 to provide clear and enforceable outdoor dining standards

Commissioner Haig said he would send along some recommended changes for minor errors and typographical issues, noting that none of the recommended changes were in regards to content.

MOTION: Motion by Commissioner Haig, seconded by Commissioner McLain:
To adopt a resolution to set a public hearing date of February 13, 2023 to consider ordinance amendments to Article 4, Section 4.44, Article 3, Section 3.04, Article 3, Section 3.16, and Article 9, Section 9.02 to provide clear and enforceable outdoor dining standards.

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

Nays, None

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

01-004-23 City Manager Recruitment Update

CM Markus, the Mayor, and HRM Lambert presented the item. CM Markus and HRM Lambert answered brief informational questions from the Commission.

Commissioner Host said that if two out of the six proposed candidates ended up having to exit the process for whatever reason, he would like the opportunity to review the seventh and eighth candidates.

There was general consensus that two separate interview sessions scheduled for later in the afternoon would be most convenient.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host:
To adopt a resolution to approve a time frame of two four-hour sessions, with three candidates each, (estimated time needed for all interviews would be 8 hours), in which City Manager candidates will be interviewed remotely by the City Commission.

The Commission confirmed for CM Markus that they would prefer interviews be scheduled to begin after 2:30 p.m. on whichever days were selected.

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

Nays, None

01-005-23 Request For Closed Session To Discuss A Periodic Personnel Evaluation Of The City Manager

MOTION: Motion by MPT McLain, Commissioner Boutros:
To meet in closed session to discuss the personnel evaluation of the City Manager pursuant to Section 8(a) of the Open Meetings Act.

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

Nays, None

The Commission went into closed session at 9:14 p.m.

The Commission returned from closed session at 10:10 p.m.

01-008-23 Increase in City Manager Markus' Salary

MOTION: Motion by Commissioner Boutros, Commissioner Baller:
To amend City Manager Markus' employment agreement to increase the City Manager's annual salary by 4.5% in agreement with the executive pay action the Commission agreed to in July 2022.

MPT McLain thanked CM Markus for his service to the City.

Commissioner Baller stated that the performance review contained general positive comments on his tenure and expressions of gratitude from the Commissioners.

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

Nays, None

Commission Items for Future Discussion

01-006-23 Ad Hoc Senior Services Committee

The Mayor recommended the Commission discuss at a future meeting potentially scheduling an agenda item to consider the creation of an Ad Hoc Senior Services Committee.

MOTION: Motion by Commissioner Baller, Mayor Longe:
To discuss the formation of a committee to address senior services.

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

Nays, None

01-007-23 Improvements in Communication Methodology

Commissioner Haig recommended the Commission discuss ways of improving communication methodologies.

MOTION: Motion by Commissioner Haig, Commissioner Host:
To discuss ways of improving communication methodologies.

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

Nays, None

Commission Discussion On Items From A Prior Meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

A. Commissioner Reports

1. Notice of intention to appoint to the Cablecasting Board
2. Notice of intention to appoint to the Parks and Recreation Board
3. Notice of intention to appoint to the Storm Water Utility Appeals Board
4. Notice of intention to appoint to the Board of Zoning Appeals

B. Commissioner Comments

MPT McLain provided updates on the Michigan Municipal League's (MML) new website, scheduled meetings, and available trainings. She stated that she was also appointed to the MML's Transportation, Infrastructure, and Technology Committee.

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

D. Legislation

E. City Staff

1. Update on the 48th District Court Discussions

ACM Ecker presented the update. ACM Ecker and CM Markus answered informational questions from the Commission. ACM Ecker noted that further information would be provided during an upcoming Commission agenda item.

2. Communication regarding Board and Committee Activities

3. Letter from Brad Host to residents & Nextdoor response

CM Markus presented both communications.

INFORMATION ONLY

Public Comment

David Bloom provided comments regarding the 2040 Master Plan and his support for Commissioner Host's public engagement on the matter.

In reply to MPT McLain, the City Attorney confirmed that 'taking property' is a complex legal process that could not be decreed unilaterally by a commission or board.

XI. ADJOURN

Mayor Longe adjourned the meeting at 10:12 p.m.

Alexandria Bingham
City Clerk



Laura Eichenhorn
City Transcriptionist

DRAFT

City of Birmingham

Warrant List Dated 01/11/2023

Meeting of 01/23/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
290004		006638	ACTION MAT & TOWEL RENTAL, INC	35.36
290005		MISC	ALEXANDER PUDVAY	60.00
290006		009202	AQUARIUM DESIGN INC	240.00
290007	*	001466	ASCAP	420.00
290008	*	009294	AUDACY OPERATIONS, INC.	3,225.00
290009	*	009328	BERNARD BREWER	594.16
290010	*	009078	CANON SOLUTIONS AMERICA INC	115.77
290011	*	000571	CAR TRUCKING INC	675.00
290012	*	000444	CDW GOVERNMENT INC	128.26
290013		008243	CHARTER TOWNSHIP OF BLOOMFIELD	1,183.54
290014		000605	CINTAS CORPORATION	171.06
290015	*	000605	CINTAS CORPORATION	128.83
290016	*	000605	CINTAS CORPORATION	133.13
290017		000605	CINTAS CORPORATION	418.36
290018		MISC	CITY OF ROCHESTER	800.00
290019	*	009540	CIVICPLUS, LLC	500.00
290020		002234	CMP DISTRIBUTORS INC	9,124.00
290021	*	000627	CONSUMERS ENERGY	2,704.86
290022		008512	COOL THREADS EMBROIDERY	544.96
290023	*	008801	COSTAR REALTY INFORMATION, INC	918.00
290024		009544	CRB CRANE & SERVICE COMPANY, INC.	1,967.78
290025		009544	CRB CRANE & SERVICE COMPANY, INC.	5,250.74
290026		009145	CREATIVE COLLABORATIONS	3,800.00
290027		MISC	DONNA CASACELI	75.00
290028	*	000179	DTE ENERGY	16.89
290029	*	000179	DTE ENERGY	54.90
290030	*	000179	DTE ENERGY	181.59
290031	*	000179	DTE ENERGY	62.50
290032	*	000179	DTE ENERGY	32.48
290033	*	009330	JOSEPH EADIE	345.00
290034	*	007538	EGANIX, INC.	720.00
290035		008164	GARY EISELE	68.12
290036		008656	FBINAA	115.00
290037	*	004604	GORDON FOOD	267.38
290038	*	007347	GREAT LAKES AWARDS, LLC	255.00
290039	*	006666	GRID 4 COMMUNICATIONS INC.	224.29
290040		000249	GUARDIAN ALARM	259.05
290041	*	001956	HOME DEPOT CREDIT SERVICES	1,259.37
290042		000948	HYDROCOP	1,381.00
290043	*	009259	IHEART MEDIA	3,200.57
290044		009551	INTERMEDIA. NET INC	752.64
290045		000344	J.T. EXPRESS, LTD.	5,869.96

City of Birmingham
Warrant List Dated 01/11/2023

Meeting of 01/23/2023

Check Number	Early Release	Vendor #	Vendor	Amount
290046		000347	JOHN R. SPRING & TIRE CENTER INC.	859.20
290047		000353	KNAPHEIDE TRUCK EQUIPMENT	26.27
290048	*	TAXMISC	LAUDAN EMAMI	937.43
290049		009581	LAW ENFORCEMENT SEMINAR, LLC	425.00
290050		007910	MACALLISTER RENTALS	2,434.00
290051		MISC	MADELINE HISER	60.00
290052		001417	MAJIK GRAPHICS INC	225.00
290053		008793	MERGE MOBILE, INC.	61.00
290054		009351	MERRITT CIESLAK DESIGN PLC	17,820.00
290055	*	002631	METRO PARENT PUBLISHING GROUP	750.00
290056	*	009200	MICHAEL MORRISON	750.00
290057		000377	MICHIGAN MUNICIPAL LEAGUE	199.00
290058	*	009251	MICHIGAN RADIO NPR	900.00
290059	*	002097	MICHIGAN RETAILERS ASSOC.	130.00
290060	*	006461	MID AMERICA RINK SERVICES	1,420.20
290061	*	007146	MIDSTATES RECREATION	2,283.31
290062		001950	MILLER CANFIELD PADDOCK AND	2,835.00
290063	*	007665	NATIONWIDE POWER SOLUTIONS INC.	2,054.68
290064		007915	NENA	147.00
290065	*	004827	NICK'S MAINTENANCE SERVICE	18,160.00
290066	*	009478	ODP BUSINESS SOLUTIONS, LLC	314.98
290067	*	009132	OUTFRONT MEDIA INC	800.00
290068		008028	PK SAFETY SUPPLY	451.84
290069		007170	PRO PUMP CONTROLS INC	942.00
290070	*	009397	RABAA PLLC	250.00
290071		000221	RUSSELL HARDWARE COMPANY	274.75
290072	*	002806	SAM'S CLUB/SYNCHRONY BANK	621.84
290073	*	001551	SESAC	553.00
290074	*	004202	SHRED-IT USA	197.25
290075	*	007907	SP+ CORPORATION	5,425.00
290076		005863	SUCCESS COMMUNICATIONS, INC.	845.00
290077	*	MISC	THE LITTLE DONUT FACTORY	250.00
290078	*	004058	TOP HAT & TAILS CARRIAGE CO INC	3,000.00
290079	*	004379	TURNER SANITATION, INC	1,766.46
290080		008941	UPTOWN MARKET OF BIRMINGHAM	147.14
290081	*	000293	VAN DYKE GAS CO.	365.17
290082	*	000158	VERIZON WIRELESS	1,231.62
290083	*	000158	VERIZON WIRELESS	147.21
290084	*	000158	VERIZON WIRELESS	149.25
290085	*	000158	VERIZON WIRELESS	76.02
290086	*	000158	VERIZON WIRELESS	150.84
290087	*	008986	RANDYL LEE WAGNER	1,725.00
290088	*	003932	WDIV/TV4	977.86

City of Birmingham

Warrant List Dated 01/11/2023

Meeting of 01/23/2023

Check Number	Early Release	Vendor #	Vendor	Amount
290089		000299	WEINGARTZ SUPPLY CO.	962.13
290090	*	009257	WWJ-TV	2,600.00
290091	*	006863	WXYZ/TV 7	2,952.95
290092	*	008391	XEROX CORPORATION	164.99
290093	*	008008	JEFF ZIELKE	230.00
SUBTOTAL PAPER CHECK				\$128,328.94
<u>ACH TRANSACTION</u>				
6996	*	005686	ADVANCED MARKETING PARTNERS INC	1,014.00
6997		009126	AMAZON CAPITAL SERVICES INC	1,761.10
6997	*	009126	AMAZON CAPITAL SERVICES INC	(26.97)
6998		009126	AMAZON CAPITAL SERVICES INC	27.17
6999		009126	AMAZON CAPITAL SERVICES INC	55.89
7000		009126	AMAZON CAPITAL SERVICES INC	251.91
7001		009126	AMAZON CAPITAL SERVICES INC	25.58
7002		009126	AMAZON CAPITAL SERVICES INC	39.75
7003		009126	AMAZON CAPITAL SERVICES INC	161.99
7004		009126	AMAZON CAPITAL SERVICES INC	34.07
7005		009126	AMAZON CAPITAL SERVICES INC	173.77
7006		009126	AMAZON CAPITAL SERVICES INC	113.78
7007		009126	AMAZON CAPITAL SERVICES INC	12.95
7008		009126	AMAZON CAPITAL SERVICES INC	27.99
7009	*	009126	AMAZON CAPITAL SERVICES INC	4.95
7010	*	009126	AMAZON CAPITAL SERVICES INC	355.76
7011	*	009126	AMAZON CAPITAL SERVICES INC	219.70
7012	*	009126	AMAZON CAPITAL SERVICES INC	44.51
7013	*	009126	AMAZON CAPITAL SERVICES INC	31.65
7014		009126	AMAZON CAPITAL SERVICES INC	13.00
7015		009126	AMAZON CAPITAL SERVICES INC	26.98
7016		009126	AMAZON CAPITAL SERVICES INC	17.95
7017		009126	AMAZON CAPITAL SERVICES INC	24.34
7018	*	001357	ART/DESIGN GROUP LTD	471.25
7019	*	000517	BEIER HOWLETT P.C.	99.00
7020	*	007345	BEVERLY HILLS ACE	28.89
7021	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	3,860,373.11
7022	*	008983	BRENNA SANDLES	653.75
7023		008545	JAIMI BROOK	241.03
7024		007875	CANFIELD EQUIPMENT SERVICE INC.	607.26
7025	*	008044	CLUB PROPHET	540.00
7026	*	003825	DEERE ELECTRIC INC	292.50
7027		006528	DOWNTOWN PUBLICATIONS INC	1,229.00
7028	*	001077	DUNCAN PARKING TECH INC	7,719.20
7029	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	579.50
7030		007807	5B G2 CONSULTING GROUP LLC	3,759.10

City of Birmingham
Warrant List Dated 01/11/2023

Meeting of 01/23/2023

Check Number	Early Release	Vendor #	Vendor	Amount
7031		001023	GABRIEL, ROEDER, SMITH & CO.	17,800.00
7032	*	000243	GRAINGER	1,110.06
7033	*	001663	SCOTT GREWE	86.92
7034	*	001672	HAYES PRECISION INC	271.00
7035	*	009382	HB LAW, PLLC	250.00
7036	*	009390	IDUMESARO LAW FIRM, PLLC	500.00
7037		000186	JACK DOHENY COMPANIES INC	420,030.00
7038	*	002576	JAX KAR WASH	64.00
7039	*	009249	JCC CREATIVE LLC	400.00
7040	*	003458	JOE'S AUTO PARTS, INC.	59.98
7041	*	007827	HAILEY R KASPER	292.50
7042	*	009287	KYLE KRAFT	89.99
7043	*	005550	LEE & ASSOCIATES CO., INC.	2,882.00
7044	*	009242	MILES PARTNERSHIP LLLP	1,907.50
7045	*	009331	MY CONCIERGE MICHIGAN, LLC	733.00
7046	*	007856	NEXT	30,736.00
7047	*	006359	NYE UNIFORM COMPANY	309.00
7048	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,929,658.35
7049	*	001181	ROSE PEST SOLUTIONS	47.00
7050		009301	SECURE-CENTRIC INC	1,159.20
7051	*	003785	SIGNS-N-DESIGNS INC	1,605.00
7052		000254	SOCRRA	82,545.00
7053		001097	SOCWA	91,701.40
7053	*	001097	SOCWA	273,454.64
7054	*	002037	TOTAL ARMORED CAR SERVICE, INC.	796.28
7055		009266	US SIGNAL COMPANY LLC	6,117.12
7056	*	002974	VILLAGE OF BEVERLY HILLS	103,686.95
7057	*	000301	PAUL WELLS	71.33
7058	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,945.54
7059	*	005360	WORRY FREE INC	2,800.00
7060	*	009379	YELLOW DOOR LAW	3,750.00
SUBTOTAL ACH TRANSACTION				\$6,857,865.17

City of Birmingham
Warrant List Dated 01/11/2023

Meeting of 01/23/2023

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$6,986,194.11

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 01/18/2023

Meeting of 01/23/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
290094	*	005430	21ST CENTURY MEDIA- MICHIGAN	355.75
290095		009346	ACCUFORM PRINTING & GRAPHICS, INC	11,928.00
290098	*	MISC	ANTHONY GUADAGNI	550.00
290099	*	000500	ARTECH PRINTING INC	48.00
290100	*	006759	AT&T	155.87
290102	*	001282	BEAR PACKAGING & SUPPLY INC	410.72
290103		009568	BEDROCK EXPRESS LTD	657.80
290104		002231	BILLINGS LAWN EQUIPMENT INC.	167.08
290105		001201	BIRMINGHAM YOUTH ASSISTANCE	10,381.20
290106	*	009280	BRENT JACKSON	75.00
290107	*	006953	JACQUELYN BRITO	53.15
290108	*	TAXMISC	BRODIE REALTY LLC	658.34
290109	*	008658	BWMS-BLUE WATER MGMT INC	165.00
290110	*	009078	CANON SOLUTIONS AMERICA INC	696.81
290111		007732	CAPITAL TIRE, INC.	1,386.68
290112		000595	CARRIER & GABLE INC	1,534.91
290113		008959	CASS COLLISION CLAWSON, INC	2,692.91
290114		000605	CINTAS CORPORATION	237.22
290115		000605	CINTAS CORPORATION	26.60
290116	*	001086	RYAN KATZ	489.99
290117	*	TAXMISC	CITY OF WIXOM	824.84
290118	*	000912	MARK CLEMENCE	301.88
290119	*	TAXMISC	CORELOGIC TAX SERVICE	14,351.43
290120	*	009549	DANIEL CRUMP DBA	1,650.00
290121	*	009557	ZECO, LLC	2,640.00
290122		000177	DELWOOD SUPPLY	31.67
290122	*	000177	DELWOOD SUPPLY	55.08
290123		009130	DOG WASTE DEPOT	1,199.85
290124	*	000179	DTE ENERGY	95.00
290125	*	000179	DTE ENERGY	301.66
290126	*	000179	DTE ENERGY	143.89
290127	*	000179	DTE ENERGY	235.69
290128	*	000179	DTE ENERGY	995.63
290129	*	000179	DTE ENERGY	109.20
290130	*	000179	DTE ENERGY	2,168.06
290131	*	000179	DTE ENERGY	26.74
290132	*	000179	DTE ENERGY	191.33
290133	*	000179	DTE ENERGY	2,571.29
290134	*	000179	DTE ENERGY	34.80
290135	*	000179	DTE ENERGY	235.17
290136	*	000180	DTE ENERGY	59,136.77
290138		000196	EJ USA, INC	3,900.72

City of Birmingham
Warrant List Dated 01/18/2023

Meeting of 01/23/2023

Check Number	Early Release	Vendor #	Vendor	Amount
290139		006654	FLEETPRIDE INC	416.09
290140	*	004604	GORDON FOOD	496.77
290141	*	007347	GREAT LAKES AWARDS, LLC	750.00
290144		001531	GUNNERS METER & PARTS INC	500.00
290145	*	001956	HOME DEPOT CREDIT SERVICES	60.02
290146	*	003824	THOMAS I. HUGHES	29.15
290147	*	001307	JOSHUA HUSTED	201.36
290148		000342	IBS OF SE MICHIGAN	452.18
290154	*	008553	L.G.K. BUILDING, INC	2,800.00
290155	*	MISC	LAURA DEMERS	10.00
290157	*	TAXMISC	LERETA LLC	2,853.94
290158		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
290160		009350	LITTLE GUIDE LLC	1,500.00
290161		009584	SKORT OBSESSION	40.00
290163		000888	MCKENNA ASSOCIATES INC	30,591.00
290164		009445	MCSA GROUP, INC.	2,500.00
290165	*	009585	MECHAM MECHANICAL SERVICES, INC	325.00
290167		006459	MICHIGAN SHOOTING CENTERS INC	990.00
290169		000230	MIKE SAVOIE CHEVROLET INC	1,973.81
290170		007915	NENA	147.00
290172	*	000477	OAKLAND COUNTY	2,093.26
290173		000919	OAKLAND COUNTY TREASURER	495,270.52
290174		004370	OCCUPATIONAL HEALTH CENTERS	854.00
290175	*	009478	ODP BUSINESS SOLUTIONS, LLC	694.36
290176		MISC	PENUMBRA	175.00
290177		008028	PK SAFETY SUPPLY	442.00
290179	*	007797	QUADIENT LEASING USA, INC.	452.97
290180	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
290181		008852	REDGUARD FIRE & SECURITY INC	300.00
290183		009548	SHARE CORPORATION	343.37
290184		004544	STRYKER SALES CORPORATION	1,396.00
290185		000256	SUBURBAN BUICK GMC INC	178.16
290188	*	001076	TAYLOR FREEZER OF MICH INC	325.00
290190		000275	TIRE WHOLESALERS CO INC	649.95
290191	*	000293	VAN DYKE GAS CO.	196.63
290192	*	000158	VERIZON WIRELESS	1,205.97
290193	*	000158	VERIZON WIRELESS	308.16
290194		000299	WEINGARTZ SUPPLY CO.	53.98
290195		001490	WEST SHORE FIRE INC	50,637.35
290195	*	001490	WEST SHORE FIRE INC	12,289.92
290196	*	008902	ZORO TOOLS, INC.	58.62

SUBTOTAL PAPER CHECK

\$738,572.12

EFT TRANSFER

5C

City of Birmingham
Warrant List Dated 01/18/2023

Meeting of 01/23/2023

Check Number	Early Release	Vendor #	Vendor	Amount
" "		009521	AWS	278.24
" "		006465	BAVARIAN INN LODGE	116.63
" "		008305	CBT NUGGETS LLC	599.00
" "		008955	COMCAST	296.00
" "		009427	GO DADDY	42.34
" "		009571	GOOGLE	3.98
" "		004878	GOVERNMENT FINANCE OFFICERS	830.00
" "		005990	ICC INC	288.00
" "	*	000362	KROGER COMPANY	22.22
" "	*	CC MISC	MAMC/PAYPAL	75.00
" "		004738	MGFOA	120.00
" "	*	008279	MICHIGAN MUNICIPAL EXECUTIVES	370.00
" "		CC MISC	OAKLAND PRESS	14.00
" "	*	CC MISC	OAKLAND PRESS	20.00
" "	*	004457	PAPA JOE'S MARKET	316.94
" "	*	CC MISC	PAYPAL / MAMC	650.00
" "		005637	PAYPAL INC.	23.50
" "	*	CC MISC	PAYPAL/ MAMC	725.00
" "		CC MISC	PESTED.COM	175.00
" "		008974	PREMIER PET SUPPLY	92.97
" "		CC MISC	QUICKBOOKS	4,200.00
" "		001334	RECIPROCAL ELECTRICAL COUNCIL INC	115.00
" "	*	CC MISC	STARBUCKS	11.16
" "		CC MISC	STATE EGLE EVENTS	25.00
" "		CC MISC	SUNCOAST LEARNING SYSTEMS	490.00
" "		CC MISC	KANOPI BY ARMSTRONG	440.39
SUBTOTAL EFT TRANSFER				\$10,340.37

ACH TRANSACTION

7061	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	35,865.21
7064	*	008649	ROBERT ABRAHAM JR.	221.59
7065		003858	ADVANCED LIGHTING & SOUND INC	175.00
7066		009126	AMAZON CAPITAL SERVICES INC	754.48
7066	*	009126	AMAZON CAPITAL SERVICES INC	232.33
7075	*	009576	ARAMARK REFRESHMENT SERVICES	272.22
7076	*	000517	BEIER HOWLETT P.C.	33,844.00
7077	*	007345	BEVERLY HILLS ACE	42.04
7078	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	99.75
7079		009183	BOB ADAMS TOWING	405.00
7080		007875	CANFIELD EQUIPMENT SERVICE INC.	15,897.06
7083		002668	CONTRACTORS CLOTHING CO	35.99
7084	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	213.19
7085	*	000565	DORNBOS SIGN & SAFETY INC	269.30

City of Birmingham
Warrant List Dated 01/18/2023

Meeting of 01/23/2023

Check Number	Early Release	Vendor #	Vendor	Amount
7086	*	001077	DUNCAN PARKING TECH INC	7,833.15
7087	*	000995	EQUATURE	3,332.59
7088		000331	HUBBELL ROTH & CLARK INC	45,530.16
7089	*	007870	J.C. EHRLICH CO. INC.	59.89
7090		000261	J.H. HART URBAN FORESTRY	48,272.50
7091	*	003458	JOE'S AUTO PARTS, INC.	596.60
7092	*	004085	KONE INC	2,086.45
7093	*	005550	LEE & ASSOCIATES CO., INC.	427.20
7096	*	006359	NYE UNIFORM COMPANY	235.00
7097	*	002767	OSCAR W. LARSON CO.	1,000.00
7098	*	001753	PEPSI COLA	502.72
7099		006729	QUENCH USA INC	379.20
7100	*	000478	ROAD COMM FOR OAKLAND CO	3,475.30
7101	*	001181	ROSE PEST SOLUTIONS	74.00
7102		009526	TELLURIS ARCHITECTURE & URBAN PLANN	3,265.00
7103		000273	TERMINAL SUPPLY CO.	181.65
7104		009254	THOMAS M MARKUS	570.00
SUBTOTAL ACH TRANSACTION				\$206,148.57
GRAND TOTAL				\$955,061.06

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

Engineering Department

DATE: January 17, 2023

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Residential Site Evaluation Services Agreement

INTRODUCTION:

Since 2020, the Engineering Department has been using an Engineering Consultant, Hubbell, Roth, and Clark, Inc. (HRC), to provide residential site evaluations for new homes. The current contract with HRC will expire on January 27, 2023. A request for quotation (RFQ) for Residential Site Evaluations was issued to four (4) Engineering Consulting Firms that have an existing professional service contract with the city. The selection committee is recommending the city continue to contract with Hubbell, Roth, and Clark, Inc. (HRC) to provide engineering services for Residential Site Evaluation.

BACKGROUND:

In 2020, the city started using an Engineering Consultant to provide Site Evaluations to accommodate the development demand and to complete reviews on time. The demand has remained the same over the years with approximately 150-175 Site Evaluations per year of which approximately 50-75 are new home applications.

The Engineering Department issued a Residential Site Elevation RFQ on November 23, 2022, to four (4) Engineering Consulting Firms that have an existing professional service contract with the City. The city received three (3) quotes by the deadline of December 16, 2022, from Hubbell, Roth and Clark, Nowak and Fraus, and Anderson, Eckstein and Westrick.

The selection committee who evaluated the quotes included representatives from the Engineering Department, Building Department, and Manager's Office. The following criteria were used to evaluate the proposals:

1. Past Involvement in: Similar Projects, Related Experience, and References with similar services (40 points)
2. Fee Quote (45 points)
3. Staffing Capacity and Personnel Qualifications (15 points)

Each member of the selection committee provided their score with Hubbell, Roth, and Clark receiving the most points by each member.

HRC is the current Engineering Consultant providing Residential Site Evaluation for the city. The new agreement incorporates feedback the city has received over the past few years of the service which includes 20-24 hours per week of city office hours and a complete initial review for new homes in 10 business days once entered into the city's system.

LEGAL REVIEW:

Michael Gibbons with Beier Howlett reviewed the Agreement and had no concerns or objections.

FISCAL IMPACT:

Services provided for Residential Site Evaluation are paid from collected permit fees. HRC's proposed fees are the same or slightly higher than the existing 2020 contract for additional reviews (after the second review), such as: each review for builder initiated change, additional final grade inspection, and as-built review. There was an increase in fees for new house site plan review (including one revision), addition/accessory structure/other site plan review (including one revision), and final grade inspection and as-built survey review. This increase is based on the actual costs of a three-year average of 3-5 hours for the first and second plan review and the additional items to review during the as-built process.

PUBLIC COMMUNICATIONS:

Communication will be required upon approval of the recommended resolutions for changes in the permit fees. A notification will be posted on the city's website and emailed to builders who have pulled Site Evaluation Permits over the last review years. It is recommended to have the change of fees start on March 1, 2023, to allow a 30-day notice.

SUMMARY:

The selection committee recommends that Hubbell, Roth & Clark, Inc. be engaged to provide professional service for residential site evaluation service as specified in their quote for one year and extendable at the discretion of the City Commission up to a total of three years.

ATTACHMENTS:

- Request for Quotes (RFQ) and Clarification
- Tabulation of Quotes
- Agreement
- Hubbell, Roth & Clark, Inc. Quote

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a one-year Professional Service Agreement, extendable at the discretion of the City Commission up to a total of three years, with Hubbell, Roth & Clark, Inc. for Residential Site Evaluation Services. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the city. Funding for this service is paid by permit fees.

AND

To amend the Schedule of Fees, Charges, Bonds, and Insurance, effective March 1, 2023, in the Community Development section as indicated by the consultant fee quote.



REQUEST FOR QUOTES For RESIDENTIAL SITE EVALUATION SERVICES

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INTRODUCTION

For purposes of this request for quotes the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Consultant."

The City of Birmingham, Michigan is accepting quotes to provide Residential Site Engineering Plan Review, necessary field investigation, and related office hours. The City currently approves approximately 150-175 Site Evaluation Applications per year for new homes, additions, accessory structures, etc., of which approximately 50-75 are new home applications. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Quotes (RFQ).

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting quotes may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by December 22, 2022. An Agreement for services will be required with the selected Consultant. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR QUOTES (RFQ)

The purpose of this RFQ is to request quotes for the scope of services needed, allowing firms to present their qualifications, capabilities and costs to provide residential Site Engineering plan review, field investigation, as-built plan reviews, and requisite office hours.

INVITATION TO SUBMIT A QUOTE

Quotes shall be submitted no later than 2:00 p.m. local time, on Friday, December 16, 2022 to:

Email: mcoatta@bhamgov.org
Attn: Melissa A. Coatta, P.E., City Engineer

One (1) pdf of the proposal and other qualified items shall be submitted. If the consultant elects not to submit a proposal, please notify the City Engineer via email. Any quotes received after the due date cannot be accepted and will be rejected.

INSTRUCTIONS TO CONSULTANTS

1. Any and all forms requesting information from the consultant must be completed on the attached forms contained herein (see Consultant's Responsibilities).
2. Any request for clarification of this RFQ shall be made in email to: Melissa Coatta, 248-530-1840, mcoatta@bhamgov.org. Such request for clarification shall be submitted,

no later than 5:00 pm Friday, December 9, 2022. Clarifications will be emailed to all consultants.

3. The contract for professional services will be awarded by the City of Birmingham to the firm deemed most responsive and most appropriate by scoring.
4. Each respondent shall include in his or her quote, in the format requested, and the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the quote figure. The City will furnish the successful company with tax exemption information when requested.

EVALUATION PROCEDURE, CRITERIA AND SCORING

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the quotes based on, but not limited to, the following criteria:

1. **Past Involvement in Similar Projects (40 points):** Related experience and references with similar services. **1-2 page maximum.**
2. **Fee Quote (45 points):** Attachment C
3. **Staffing Capacity (15 points):** Provide personnel qualifications, **1-2 page maximum.** Resumes may be requested at a later date.

TERMS AND CONDITIONS

1. The agreement for residential site evaluation services will remain in effect for a period up to one (1) year from the date of City Commission approval. The agreement may be extended beyond one year at the discretion of City Commission, up to a total of three (3) years.
2. The City reserves the right to reject any or all quotes received, waive informalities, or accept any quote, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Consultant if the successful Consultant does not execute a contract within ten (10) days after the award of the quote.
3. The City reserves the right to request clarification of information submitted and to request additional information of one or more Consultants.
4. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. Termination can be with or without cause. Written notice to terminate the agreed contract will be provided. The City may terminate this RFQ and Agreement at any point in the process upon notice to Consultant sufficient to indicate the City's desire to do so. In the case of such a stoppage of the contract once entered, the City agrees to pay Consultant for services rendered up to the time of notice, subject to the contract maximum amount.

5. Any quote may be withdrawn up until the date and time set above for the opening of the quotes. Any quotes not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the quote.
6. The cost of preparing and submitting a quote is the responsibility of the Consultant and shall not be chargeable in any manner to the City.
7. Payment will usually be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
8. The Consultant will not exceed the timelines established for the completion of this project.
9. The successful consultant shall enter into and will execute the contract as set forth and attached as Attachment A.

CONSULTANT'S RESPONSIBILITIES

Each consultant shall provide the following as part of their quote:

1. Complete and sign all forms requested for completion within this RFQ.
 - a. Contract Executed (Attachment A – pg. 8-15)
 - b. Consultant's Agreement (Attachment B - p. 16)
 - c. Fee Quote (Attachment C - p. 17)
 - d. Agreement Iran Sanctions Act Vendor Certification Form (Attachment D - p. 18-19)
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget (see Item No. 1 under Evaluation Procedure, Criteria, and Scoring).
3. An acknowledgement that the Consultant will be available according to the proposed timeline.
4. Provide a description of proposed staffing and list qualification of the principal involved in administrating the services (see Item No. 3 under Evaluation Procedure, Criteria, and Scoring).
5. Provide two (2) client references from past or present servicing, include current phone numbers.
6. The Consultant will be responsible for transportation to and from the City, as well as within the City for field work, at no cost to the City.

CITY RESPONSIBILITY

1. The City will provide a designated representative and backup representative to work with the Consultant to coordinate both the City's and Consultant's efforts and to inspect and verify any work performed by the Consultant.
2. The City will provide access to the City of Birmingham during regular business hours, which includes a desk, phone and computer with internet access.
3. The City will provide a tablet for photographs and remote access to BS&A Software, an online permitting system, the City's permit review and inspection tracking system.
4. The City will provide a parking structure permit at a designated parking structure and a City identification vehicle magnet for use within the City.
5. City will provide an identification card and lanyard for use as representing the City.

SETTLEMENT OF DISPUTES

The successful consultant agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful consultant.

INSURANCE

The successful consultant is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful consultant.

CONTINUATION OF COVERAGE

The Consultant also agrees to provide all insurance coverages as specified. Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The consultant whose quote is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to

execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful consultant agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful consultant agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful consultant.

CONFLICT OF INTEREST

The successful consultant is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful consultant.

EXAMINATION OF QUOTE MATERIALS

The submission of a quote shall be deemed a representation and warranty by the Consultant that it has investigated all aspects of the RFQ, that it is aware of the applicable facts pertaining to the RFQ process and its procedures and requirements, and that it has read and understands the RFQ. Statistical information which may be contained in the RFQ or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

The Consultant will not exceed the timelines established for completion as described in the Scope of Work.

SCOPE OF WORK

The Consultant shall perform the following services in accordance with the requirements as defined and noted herein:

1. Conduct and Complete Initial Residential Site Evaluation Application reviews for new homes within 10 business days once entered into BS&A. Additionally, reviews for additions/accessory structures/others may be requested by the City, also to be completed within 10 business days once entered into BS&A by a designated Michigan Licensed Professional Engineer with a minimum of 5 years' experience shall be responsible for regularly providing the services.
2. Perform a site visit and provide existing conditions photographs, utilizing the City issued tablet. Photographs shall be uploaded to the City's server regularly (minimum once weekly).

3. Provide a technical review of the single family residential Site Plan for compliance with all City codes and requirements; and complete the Site Evaluation Review Worksheet (Attachment E) throughout the review process.
4. Provide “review comments of required revisions” (and any recommendations) to the site designer (engineer or surveyor), and copy the applicant and City designated representative(s); and input comments and status into BS&A tracking system.
5. Incorporate review comments from the Department of Public Services Parks & Forestry Division as necessary.
6. Identify any additional required permits in the review comments, such as Soil Erosion & Sedimentation Control Permit, Oakland County Water Resources Tap Permit, or EGLE Floodplain Permit; any of which will be reviewed and processed by others.
7. Complete revised Site Plan reviews/approvals within 3 business days once entered into BS&A; and submit the completed Site Evaluation Review Worksheet to the City designated representative upon Site Plan approval.
8. Conduct final grade inspections and review of the certified As-Built Survey compared to the approved Site Plan within 3 business days from requested inspection, issue approval toward Certificate of Occupancy or identify bondable required corrections. Approvals or rejections shall be documented in BS&A.
9. Provide a minimum of 20-24 hours per week over a consistent combination of non-consecutive business days within the City for office hours and site visits, consultation for issues arising during construction, access to the City’s maps, personnel, files, and pick-up of site plans, etc. The schedule shall be negotiated with the City and may be modified as necessary.
10. Provide a project status spreadsheet monthly with dates of submittals, receipt, inspections, issuance of comments or approval, etc. with invoice for services.
11. The Consultant shall operate in a safe manner and will observe all MIOSHA guidelines.

This section and referenced documents shall constitute the Scope of Work for these services and as such all requirements must be met.

ATTACHMENT A - AGREEMENT

AGREEMENT BETWEEN _____
(Insert type of agreement)

THIS AGREEMENT is entered into this ____ day of _____, 20__, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____ a _____ Michigan _____, whose address is _____, (hereafter referred to as Consultant) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires Consultant Service for Residential Site Engineering Plan Review, and in connection therewith has requested quotes for Residential Site Evaluation Services; and

WHEREAS, Consultant has qualifications that meet the project requirements and has provided a response and cost quote to perform Residential Site Evaluation Services.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Quotes for Residential Site Engineering Plan Reviews dated _____, 20__, which includes residential Site Engineering plan review, field investigation, as-built plan review, and request office hours shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.")

2. TERM: This Agreement shall have a term of one (1) year, and with City Commission approval may be extended an additional two (2) years from the date stated above but no more than 3 years total. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Consultant shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all site plan approval and documents prepared by the Consultant.

3. TERMS OF PAYMENT: The Consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

5. INSURANCE SUBMISSION REQUIREMENTS: The Consultant has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Consultant 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 Consultant acceptance of the terms of this Agreement.

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may

purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Consultant, either by offset to any amounts due and owing for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Consultant agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultant 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: Consultant ____ shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury

and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

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

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

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

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

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Melissa A. Coatta

Consultant:

Attn: _____

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

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

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

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Consultant 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 Consultant shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

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

20. RESPONSE TO REQUESTS FOR QUOTES: The Consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, 2022, to the City's Request for Quotes dated November 23, 2022. In the event of a conflict in any of the terms of this Agreement and the Consultant _____, 2022 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

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

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

Consultant

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

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

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Melissa A. Coatta, City Engineer
(Approved as to substance)

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

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

ATTACHMENT B - CONSULTANT'S AGREEMENT
For RESIDENTIAL SITE EVALUATION SERVICES

In submitting this quote, as herein described, the Consultant agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Quote and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this quote.

BID PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST QUOTE
For RESIDENTIAL SITE EVALUATION SERVICES

In order for the proposal to be considered valid, this form must be completed in its entirety. The fee for the Scope of Work as stated in the Request for Quote documents shall be determined pursuant to the fee schedule, as follows:

FEE QUOTE	
ITEM	BID AMOUNT
New House Site Plan Review (including 1 revision)	\$
Addition/Accessory Structure/Other Site Plan Review (including 1 revision)	\$
Additional reviews (after second)	\$
Each review for Builder initiated change	\$
Final Grade Inspection & As-built Survey Review	\$

Firm Name_____

Authorized signature_____ Date_____

ATTACHMENT D – IRAN SANCTIONS
For RESIDENTIAL SITE EVALUATION SERVICES

VENDOR CERTIFICATION
THAT IT IS NOT AN
“IRAN LINKED BUSINESS”

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor's
Authorized Agent:

Printed Name of Vendor's
Authorized Agent:

Witness
Signature:

Printed Name of Witness:

ATTACHMENT E – SITE EVALUATION REVIEW WORKSHEET

PROJECT INFORMATION			
SITE ADDRESS:		REVIEWER:	
PROPOSED IMPROVEMENT:	☐ New House ☐ Addition ☐ Accessory Structure ☐ Other: _____		
Initial Review Date: / / 2nd Review: / / Final Review: / /			
SITE GRADING & DRAINAGE REQUIREMENTS		RESULTS	NOTES
1	Site topographic elevations shown to 10-25 feet around lot	☐ Yes ☐ No ☐ N/A	
	Reference to a City Benchmark (City of Birmingham Datum)	☐ Yes ☐ No ☐ N/A	
	Existing elevation at building and lot corners	☐ Yes ☐ No ☐ N/A	
	Elevation at relative high and low points on property	☐ Yes ☐ No ☐ N/A	
	Existing elevations of property and adjacent properties at points to help determine the general flow pattern	☐ Yes ☐ No ☐ N/A	
	Existing elevations of neighboring building finished floors and finished grades	☐ Yes ☐ No ☐ N/A	
2	Proposed elevations shown at all building and lot corners	☐ Yes ☐ No ☐ N/A	
	Finished Floor elevations appropriate given neighboring buildings' finished floor elevations	☐ Yes ☐ No ☐ N/A	
	Finished grade / Brick ledge elevations at front corners are appropriate given the adjacent building and road elevations	☐ Yes ☐ No ☐ N/A	
	Finished grade / Brick ledge elevations show positive drainage away from the structure	☐ Yes ☐ No ☐ N/A	
	Finished grade elevations at property lines show that existing pass through drainage will be maintained	☐ Yes ☐ No ☐ N/A	
3	Impervious Surfaces Drain to Street	☐ Yes ☐ No ☐ N/A	
	Private catch basin required if grades do not allow gravity drainage to the street	☐ Yes ☐ No ☐ N/A	
	Downspouts shown with direction of flow	☐ Yes ☐ No ☐ N/A	
	Grass swale slopes at 1% slope or greater (grades every 25')	☐ Yes ☐ No ☐ N/A	
	If swale is adjacent to a window well, provide prop. grades at each corner of the window well	☐ Yes ☐ No ☐ N/A	
	Concrete drive slopes to street at 0.5% or greater	☐ Yes ☐ No ☐ N/A	
	4-inch curb for drives along property lines, or top of drive below adjacent grade (T/C & B/C grades every 25')	☐ Yes ☐ No ☐ N/A	
	Maximum side yard slopes of 1V:4H or less.	☐ Yes ☐ No ☐ N/A	
	No downspouts connected to any City or County sewers	☐ Yes ☐ No ☐ N/A	
	Pop-up drain located minimum 10' from sidewalk/ prop. line	☐ Yes ☐ No ☐ N/A	
UTILITY & SERVICE REQUIREMENTS		RESULTS	NOTES
1	Sketch of sanitary, combined, and/or storm sewers showing rim and invert elevations of upstream and downstream manholes.	☐ Yes ☐ No ☐ N/A	
2	All utility crossings shall have a min. distance of 18-inches	☐ Yes ☐ No ☐ N/A	

3	New Sewer Service Proposed (Public, Private, or Both)	☐ Yes ☐ No ☐ N/A	
	Pipe material Sch. 40 PVC	☐ Yes ☐ No ☐ N/A	
	Pipe slopes at 1% slope or greater	☐ Yes ☐ No ☐ N/A	
	City sewer invert shown at connection	☐ Yes ☐ No ☐ N/A	
	Sewer service invert shown at connection (above springline)	☐ Yes ☐ No ☐ N/A	
	Sewer service invert shown at house	☐ Yes ☐ No ☐ N/A	
	Sewer service perpendicular to R.O.W. lines	☐ Yes ☐ No ☐ N/A	
	Cleanouts shall be installed at every bend (at least)	☐ Yes ☐ No ☐ N/A	
	Location of sewer	☐ street ☐ rear ☐ other	
4	New Water Service Proposed (Public, Private, or Both)	☐ Yes ☐ No ☐ N/A	
	Pipe material Type K Copper or PEX	☐ Yes ☐ No ☐ N/A	
	Proposed service size (minimum of 1" required)	☐ 1" ☐ 1.5" ☐ 2"	Other:
	Water service perpendicular to R.O.W. lines	☐ Yes ☐ No ☐ N/A	
5	Are the water & sewer services proposed to be installed in the same trench in the ROW?	☐ Yes ☐ No ☐ N/A	
	If yes, water service in ROW to be installed by the contractor	☐ Yes ☐ N/A	
	If no, water service in ROW to be installed by the City DPS	☐ DPS ☐ N/A	
6	Private Catch Basin/Infiltration/Storm Collection Requirements	☐ Yes ☐ No ☐ N/A	(#)
	Rim elevation shown	☐ Yes ☐ No ☐ N/A	
	Sewer invert(s) shown (min. 3' cover)	☐ Yes ☐ No ☐ N/A	
	2' Sump & gas trap specified	☐ Yes ☐ No ☐ N/A	
	Located minimum of 5' from property lines	☐ Yes ☐ No ☐ N/A	
	Minimum 6-inch pipe at 1% slope	☐ Yes ☐ No ☐ N/A	
	Cleanouts shall be installed at every bend (at least)	☐ Yes ☐ No ☐ N/A	
	Infiltration calculations (incl. assumed storm event)	☐ Yes ☐ No ☐ N/A	
	Detail(s) provided for each storm basin/component	☐ Yes ☐ No ☐ N/A	
	MS4 Parcel/Storm Main Available? - Sep tap to storm sewer	☐ Yes ☐ No ☐ N/A	
SIDEWALK AND APPROACH REQUIREMENTS		RESULTS	NOTES
1	New sidewalk installed across the entire property (unless in good condition and ADA compliant after construction)	☐ Yes ☐ No ☐ N/A	
	Corner lot: new ramp (incl. detectable warning surfaces, 8% max)	☐ Yes ☐ No ☐ N/A	
	Sidewalk on private property - Sidewalk Easment Required?	☐ Yes ☐ No ☐ N/A	
	No existing sidewalk? - Install new sidewalk	☐ Yes ☐ No ☐ N/A	
2	Sidewalk cross slope less than or equal to 2%	☐ Yes ☐ No ☐ N/A	
	Sidewalk running slope less than or equal to 5%	☐ Yes ☐ No ☐ N/A	
	6-inch concrete sidewalk through approach	☐ Yes ☐ No ☐ N/A	
3	Driveway approach slope less than or equal to 10%	☐ Yes ☐ No ☐ N/A	
4	Approach flares less than or equal to 2-feet	☐ Yes ☐ No ☐ N/A	

ADDITIONAL REQUIREMENTS		RESULTS	NOTES
1	Soil Erosion Control Permit Required?	☐ Yes ☐ No	
	(within 500' of river or site greater than 1 acre)		
2	Improvements or grading in the floodplain (EGLE Permit Req.)	☐ Yes ☐ No	
3	Quarton Lake Neighborhood – Backyard Sewer Easement Required? (Or Cedar, Edgewood, or Yorkshire)	☐ Yes ☐ No ☐ N/A	
4	Check for backyard/side yard utility setbacks	☐ Yes ☐ No ☐ N/A	
	(Sewer: 10' min. Water: 6' min.)		
5	Forestry Comments Addressed? (wtr/swr srvc, drive app, etc.)	☐ Yes ☐ No ☐ N/A	
	DPS Permit Required?	☐ Yes ☐ No ☐ N/A	
6	Site Plan scale shall be 1" = 10' (min.)	☐ Yes ☐ No	
NOTES / COMMENTS			
RESULTS			
☐	APPROVED AS SUBMITTED		
☐	APPROVED AS NOTED		
☐	REVISE AND RE-SUBMIT		
Signature:			Date:



City of Birmingham
Request for Quotes
Residential Site Evaluation Services

December 12, 2022

In response to inquiries on the above Request for Quotes, the following clarifications are provided to assist with the preparation of the quote:

1. On page 6, the Conflict-of-Interest clause cross references to paragraph 14 of the Agreement, Attachment A, which refers to "Amendments".
Response: The Conflict-of-Interest clause should cross references to paragraph 17 of the Agreement – Direct or Indirect of Interest in Attachment A.
2. Our firm performs single family plot plan services (including single family lot surveys) in the City on occasion for private clients, and we will conclude this would have to stop if chosen to perform the residential site evaluation services. Please confirm this is the case, and also if this would need to apply to any other areas of private work, such as multi-family, commercial, and industrial sites?

Response: The firm selected for Residential Site Evaluation cannot do work for a private entity for single family homes and single family plot plants. The firm can work for a private entity for a multi-family, commercial, and industrial sites.

Sincerely,

Melissa A. Coatta, P.E.
City Engineer



RESIDENTIAL SITE EVALUATION SERVICES FEE QUOTE SCHEDULE SUMMARY			
Item	Hubbell, Roth & Clark, Inc.	Nowak and Fraus	Anderson, Eckstein & Westrick
New House Site Plan Review (Including 1 Revision)	\$525	\$2,600* / \$750**	\$650
Addition/Accessory Structure/ Other Site Plan review (including 1 revision)	\$400	\$2,100* / \$750**	\$600
Additional reviews (after second)	\$175	\$500	\$150
Each review for builder initiated change	\$250	\$500	\$100
Final Grade Inspection & As-built Survey Review	\$325	\$700* / \$340**	\$600
Additional Final Grade Inspection & As-Built Review***	\$175		
* Above price per each site for lots up to 0.5 acres in size ** Above price per each site for every additional 0.5 acres (pro-rated at additional lot of acreage when applicable) *** Amended for no revisions included			

AGREEMENT SITE EVALUATION SERVICES

(Insert type of agreement)

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Hubbell, Roth & Clark, Inc.
a Michigan Corporation, whose address is 555 Hulet Dr.,
Bloomfield Hills, Michigan 48302, (hereafter referred to as Consultant) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires Consultant Service for Residential Site Engineering Plan Review, and in connection therewith has requested quotes for Residential Site Evaluation Services; and

WHEREAS, Consultant has qualifications that meet the project requirements and has provided a response and cost quote to perform Residential Site Evaluation Services.

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

- 1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for Quotes for Residential Site Engineering Plan Reviews dated November 23, 2023, which includes residential Site Engineering plan review, field investigation, as-built plan review, and request office hours shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.")
- 2. TERM:** This Agreement shall have a term of one (1) year, and with City Commission approval may be extended for up to an additional two (2) years from the end of the first one-year term but no more than 3 years total. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. Contractor shall not have the right to terminate this Agreement except where the City has committed a material breach of this Agreement, and such breach has not been cured by the City within 30 days following written notice of such breach. In the event of termination, the Consultant shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all site plan approval and documents prepared by the Consultant.
- 3. TERMS OF PAYMENT:** The Consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

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

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

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

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

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

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

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D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

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

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

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

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

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

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Melissa A. Coatta

Consultant: Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, Michigan 48302
Attn: Michael C. MacDonald, P.E.

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

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

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

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Consultant agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties, except where their terms and conditions by their nature would be expected to survive termination (for example, indemnity). 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 Consultant shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

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

20. RESPONSE TO REQUESTS FOR QUOTES: The Consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated December 16, 2022, to the City's Request for Quotes dated November 23, 2022. In the event of a conflict in any of the terms of this Agreement and the Consultant December 16, 2022 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

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

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

Consultant

By: Michael C. MacDonald

Its: Michael C. MacDonald
Vice - President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 5th day of January, 2023, before me personally appeared Michael C. MacDonald, who acknowledged that with authority on behalf of HUBBELL, Roth & Clark, LLC do so he/she signed this Agreement.

Donna Marie Martin
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 8-14-2024

DONNA MARIE MARTIN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Aug. 14, 2024
Acting in the County of Oakland

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Michael C. Gibbons
Michael C. Gibbons, Beier Howlett
(Approved as to form)

Melissa A. Coatta
Melissa A. Coatta, City Engineer
(Approved as to substance)

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

Therese Longe

REQUEST FOR
QUOTES

RESIDENTIAL SITE
EVALUATION SERVICES

December 16, 2022
at 2:00 p.m.

TECHNICAL PROPOSAL –
ELECTRONIC

City of Birmingham
Attn: Melissa Coatta, PE
City Engineer
PO Box 3001
Birmingham, MI 48012
Phone: (248) 530-1840

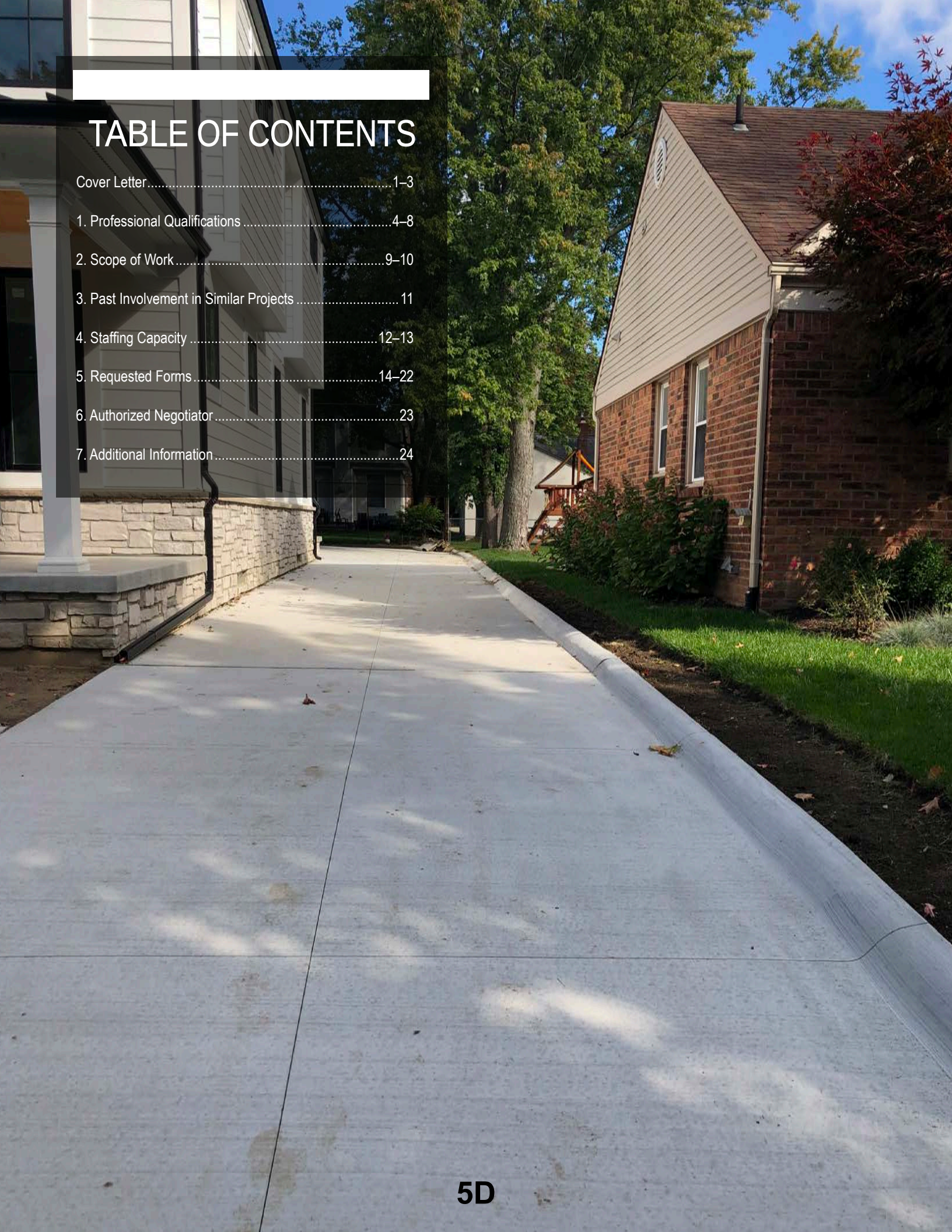


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December 16, 2022

City of Birmingham
Office of the City Clerk
151 Martin Street, PO Box 3001
Birmingham, Michigan 48012

Attn: Ms. Melissa Coatta, PE, City Engineer

Re: Proposal for Quotes for Residential Site Evaluation Services

HRC Job No. 20221106

Dear Ms. Coatta:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to offer this proposal for Residential Site Evaluation Services to the City of Birmingham. As you are aware, HRC was selected by the City in 2020 to assist the City during the Residential Site Review Process, and our staff has provided the service to the City for the past three years. We have also recently begun to provide Structural peer review to the City Building Department for select single and multi-family residential sites with unique circumstances. In addition, we highly value the professional relationships we have established with the City from serving as your consulting engineers for over 30 years.

We look forward to and hope to be selected to continue serving as an extension of the City's staff in serving the community on the important task of evaluating residential site plans.

HRC is a multi-disciplined engineering firm that offers a vast array of capabilities to meet the needs of our municipal clientele. As a result, we can provide all the services identified in the Request for Quotes (RFQ). For over 100 years, we have offered comparable services to Southeast Michigan communities, and we continue to refine our structure and approach to best match the needs of each community we serve. We believe that our firm will prove to be a highly qualified and valuable partner with the City for the following reasons:

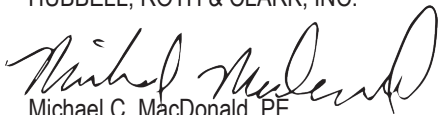
- Our knowledge and experience of the requirements and importance of Residential Site Reviews gained during the completion of the reviews over the past three years. The HRC staff completing the reviews for the City is proposed to continue providing this service to the City. Our staff understands the importance of the reviews to be sure the approved plans meet the strict residential site permit requirements. Meeting these requirements is essential in following the City's development standards and avoiding creating post-development issues on the proposed site and neighboring sites. We also assisted the City with this task for some time in 2013, developing an initial review checklist and project-tracking log for these reviews, as well as internal processes to collect data to assist in the reviews efficiently.
- Our depth of experience with the City's infrastructure network and GIS database, policies related to residential developments as they relate to grading and stormwater management, and working with City staff in various capacities over the years allows HRC to provide professional and cost-effective services for the Residential Site Evaluations.
- Our knowledge of Oakland County and State agencies, such as the Water Resource Commissioner's Office, the Road Commission for Oakland County, SOCWA, the Michigan Department of Transportation (MDOT), the Department of Environment, Great Lakes & Energy (EGLE), and the Great Lakes Water Authority (GLWA), gives HRC the ability to recognize where proposed project interface with those entities within the City.
- Our record of long-time service with the City and with numerous communities in Southeast Michigan highlights the trust we have developed with our clients over decades of projects.
- The 18 months that our team member Jim Surhigh served as the City's Consulting City Engineer while a full-time City Engineer was selected.
- Our commitment to individual attention. Every client of HRC has a principal of the firm assigned to monitor the activities of the account and be available for participation in any particular assignment. This role provides the community with direct access to someone interested in the firm's resources.
- We are proposing to continue to utilize our small but highly qualified staff, who will be available to meet the needs of the Residential Site Evaluation task efficiently and cost-effectively. Our staff will be available for the increased office hours required by our staff at City Hall, as described in the RFQ. Our proposed team regularly provides engineering services to various communities requiring plan review services, particularly for the City of Birmingham, as described in the RFQ. Each team member has experience working on Residential Site Evaluations for the City and other projects for the City. We understand the need to deliver our services efficiently, responsively, and cost-effectively.

Mr. Michael MacDonald, PE, will continue to serve as Principal in Charge and represent the firm, including the authority to negotiate and bind into a contract with the City. Mr. James Surhigh, PE, will continue to serve as the City's Account Representative and be available to assist with day-to-day activities as needed by our plan review team and oversee their efforts. Ms. Emily Ause, PE., will continue to lead our plan review efforts, as she has for the past three years following our selection by the City. Ms. Maria Corona, EIT, will continue to assist with the plan reviews, as she has for the past three years. In addition, Rebecca Duggar and Seirra Patrick, both graduate engineers, will continue to serve as plan reviewers. We included the qualifications and relevant experience of all proposed team members in our proposal.

HRC has reviewed the specific terms of the Agreement for Residential Site Evaluation Services included within the Request for Quotes. We will accept the terms and execute the agreement if awarded the contract by the City. Accordingly, we shall execute a contract containing the prices proposed in the requested form, as specified in RFQ.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.


Michael C. MacDonald, PE
Vice President



City of Birmingham
Request for Quotes
Residential Site Evaluation Services

December 12, 2022

In response to inquiries on the above Request for Quotes, the following clarifications are provided to assist with the preparation of the quote:

1. On page 6, the Conflict-of-Interest clause cross references to paragraph 14 of the Agreement, Attachment A, which refers to "Amendments".
Response: The Conflict-of-Interest clause should cross references to paragraph 17 of the Agreement – Direct or Indirect of Interest in Attachment A.
2. Our firm performs single family plot plan services (including single family lot surveys) in the City on occasion for private clients, and we will conclude this would have to stop if chosen to perform the residential site evaluation services. Please confirm this is the case, and also if this would need to apply to any other areas of private work, such as multi-family, commercial, and industrial sites?

Response: The firm selected for Residential Site Evaluation cannot do work for a private entity for single family homes and single family plot plants. The firm can work for a private entity for a multi-family, commercial, and industrial sites.

Sincerely,

Melissa A. Coatta, P.E.
City Engineer

Received: December 12, 2022

Acknowledged:

Get to Know Us

FIRM PROFILE

Hubbell, Roth & Clark, Inc.

S-Corporation

Licensed in the state of Michigan

Primary Office and Contact

555 Hulet Drive
Bloomfield Hills, MI 48302
Phone: (248) 454-6300

James Surhigh, PE

Direct: (248) 454-6342
Mobile: (248) 535-3493
Email: jsurhigh@hrcengr.com

Authorized to Negotiate

Michael C. MacDonald, PE,
Vice President, will be the authorized negotiator for any contracts entered into with the City of Birmingham.

Direct: (248) 454-6346
Mobile: (248) 535-3318
Fax: (248) 454-6312
Email: mmacdonald@hrcengr.com

Founded in 1915 by Clarence W. Hubbell, the engineering firm of Hubbell, Roth & Clark, Inc. (HRC) began a journey that would take the small engineering firm from humble beginnings in downtown Detroit to a leading consulting engineering firm with nine offices throughout the state of Michigan.

Hubbell, Roth & Clark, Inc. (HRC) is a full-service professional firm providing innovative and sound solutions to today's engineering challenges. We achieve this by consistently improving our methods, techniques, and knowledge to better serve our clients' needs. Our multi-disciplined approach makes the firm well-suited to provide services for a broad range of infrastructure improvement projects, from preliminary planning and study phases, to design and construction administration phases. We have specialists available to assist with funding opportunities via grants, economic development grants and loans, state revolving fund programs, and other public and private financing sources.

At HRC, we consider our clients to be a major part of our culture. Our relationships with each one are worth more than the services we sell. Everything we build is developed to address their needs. We work alongside clients to co-develop solutions that create trusted interactions, surpass expectations, and achieve **engineering**, **environment**, and **excellence** requirements.

Engineering.

HRC is a full service, multi-disciplined firm. As providers of engineering services to public and private clients, we strive to function as an extension of our client's engineering department. Our personnel can address specialized projects and participate in general projects that exceeded staffing capabilities. Our materials testing laboratory is well equipped to manage typical owner quality assurance testing, which enhances HRC's ability to coordinate with third-party testing services necessary for design and construction projects.

Environment.

From our beginnings, solving wastewater problems to protecting our environment and our neighbors, to our more recent habitat and natural resource restoration projects, HRC is proud of our strong sense of environmental stewardship. We provide our valued clients with innovative environmental services from planning to implementation, from study to design, and from idea to completion.

Excellence.

HRC's innovative design solutions have garnered numerous industry awards throughout our rich history. HRC is proud of its many engineering achievements received from the American Council of Engineering Companies (ACEC), American Society of Civil Engineers (ASCE), American Public Works Association (APWA), and other professional organizations for innovative and cost-effective projects.



CORPORATE OFFICERS

HRC has nine principals of the firm, all licensed professional engineers in the State of Michigan. Additionally, HRC has 21 associates. Below lists the corporation title, primary activity, and experience of each officer.



DANIEL W. MITCHELL, PE
President
Civil – Municipal



NANCY M.D. FAUGHT, PE
Executive Vice President
Civil – Municipal | Transportation



MICHAEL C. MACDONALD, PE
Vice President | Secretary
Civil – Municipal



ROLAND N. ALIX, PE
Vice President | Treasurer
Civil – Municipal | Industrial



JESSE B. VANDECREEK, PE
Vice President
Civil – Municipal



JAMES F. BURTON, PE
Vice President
Civil – Municipal | Environmental



CHARLES E. HART, PE
Vice President
Civil – Municipal | Transportation



TODD J. SNEATHEN, PE
Vice President
Civil – Municipal



THOMAS G. MAXWELL, PE
Vice President
Civil – Municipal

OFFICE LOCATIONS

HRC is headquartered in Bloomfield Hills, Michigan, with eight branch offices located throughout the lower peninsula. The complete addresses of these business locations are listed below.

Professional services will be provided to the City of Birmingham out of the Bloomfield Hills location.



1 Bloomfield Hills

555 Hulet Drive, Bloomfield Hills, MI 48302
(248) 454-6300 | Fax: (248) 454-6312

2

Delhi Township
2101 N Aurelius Road, Suite 2A
Holt, MI 48842
(517) 694-7760

5

Howell
105 West Grand River Avenue
Howell, MI 48843
(517) 552-9199

8

Traverse City (NEW)
1501 Cass Street
Traverse City, MI 49684
(231) 714-5007

3

Detroit
Buhl Building, Suite 1650
535 Griswold Street
Detroit, MI 48226
(313) 965-3330

6

Jackson
401 S Mechanic Street, Suite B
Jackson, MI 49201
(517) 292-1295

9

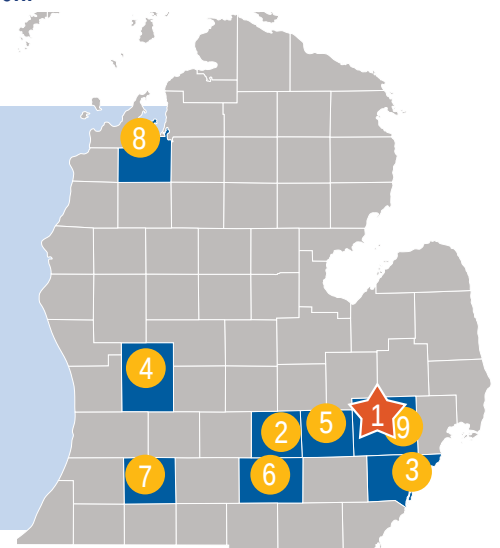
Troy (NEW)
629 E Elmwood
Troy, MI 48083
(248) 454-6300

4

Grand Rapids
1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506
(616) 454-4286

7

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



FIRM STAFFING

Complementary to the overall depth and experience provided by HRC's key personnel, HRC has a staff of over 290 engineers, designers, surveyors, and other technical support staff. Although we have not provided resumes for all supporting staff members, these employees are a critical resource, which enables HRC to complete quality, timely, and cost-efficient projects for the City. We summarized our current staff by the department in Table 2. If for some reason, the City adds to the scope of work for this project, we want to assure you that we have the staff to accommodate most any type of work the City needs, as shown.

DEPARTMENT	NUMBER OF EMPLOYEES	NUMBER OF REGISTERED EMPLOYEES (PE, RA, OR PS)
Municipal/Civil	84	39
Electrical	5	3
Process	19	8
Architectural	11	2
Structural	10	5
Right of Way/Easement Acquisition	1	1
Environmental Engineering	11	4
Industrial Facilities Design	11	5
Survey	18	4
Construction Monitoring	54	6
Material Testing	11	1
Transportation	10	6
Information Systems/GIS	11	0
Administration	22	0
Asset Management	12	4
TOTAL	290	88

HISTORY

HRC is a 107-year old, privately held, Michigan-headquartered consulting engineering firm specializing in infrastructure, the environment, and enhancing clients' physical facilities. HRC has been involved in the design and construction of many iconic Michigan projects that have supported the growth and prosperity of our state.

We are 290-plus strong: engineers, scientists, architects, surveyors, and technicians who strive to stay focused on our clients' desired outcomes, while preparing superior work products.

The vast majority of HRC's resources are focused on clients and projects, rather than securing the next acquisition. We are hands-on problem solvers. HRC is, by design, agile enough to tackle small, quick turn-around assignments, as well as large complex projects.

HRC has represented over 100 Michigan counties, cities, villages, and townships, and we are currently providing engineering services to approximately 60 Michigan governmental agencies. The majority of HRC's projects have been performed in the state of Michigan. However, many projects have been completed throughout the United States, Canada, and Mexico. We are a multi-disciplined consulting engineering firm with capabilities to provide full-service engineering and architecture services in the areas listed below.

Architectural Services	Site/Civil Engineering	Water Transmission and Treatment
Parks & Recreation	Roads & Bridge Design	Sanitary Sewer Systems
Surveying/GIS	Traffic Engineering	Wastewater Treatment Plants
Landscape Architecture	Asset Management	Combined Sewer Overflow Retention & Treatment
Industrial Facilities Design	Environmental Engineering	Wetlands/Watershed Management
Electrical Engineering	Process Engineering	Easement/Right of Way Services
Structural Engineering	Instrumentation & Control	Construction Services/Material Testing

Our philosophy is reinforced through our management group with our employees so that our clients and their respective projects benefit directly daily. These inherent values have served us well for over 100 years, and we believe we shall continue to do so into our future. We consider our clients to be a part of our culture, and they appreciate our values and commitment.

In the over 100 years HRC has been in business and considering the tens of thousands of projects we have worked on, we are not aware of a single legal claim that has been made against our ethics or integrity, nor has HRC ever experienced bad publicity for such behavior.

REPUTATION FOR PROFESSIONAL INTEGRITY AND COMPETENCE

Our philosophy is reinforced through our management group with our employees so that our clients and their respective projects benefit directly on a daily basis. These inherent values have served us well for over 100 years, and we shall continue to do so into our future. We consider our clients to be a part of our culture, and they appreciate our values and commitment.

In the over 100 years, HRC has been in business, and considering the tens of thousands of projects we have worked on, we are not aware of a single legal claim made against our ethics or integrity, nor has HRC ever experienced bad publicity for such behavior.

To accomplish our mission, every employee must constantly strive to uphold these values:

- To always deal honestly and fairly
- To consistently improve our methods, techniques, and knowledge in order to better serve our clients' needs
- To give our clients full value on every service provided
- To always handle our clients' requests promptly
- To accept our clients' complaints with patience, calmly and courteously, and make a full and satisfactory explanation, exercising tact at all times
- To take a personal interest and initiative in meeting our clients' needs within the realm of our professional activity
- To guard and protect confidential client information
- To be professional in thoughts, attitude, and action when discussing our competition – If it is not possible to say something good about the competition, say nothing at all

DIVERSITY, EQUITY, AND INCLUSION (DEI)

As HRC commences our second century of service, we remain passionate about our workforce and its ability to serve our clients. We are committed to building and nurturing an inclusive culture where diverse ideas, perspectives, and backgrounds create innovative solutions. While HRC consistently strives for a balanced workforce, we recognize there is always room for improvement, so we have embarked on a new strategy to ensure diversity, equity, and inclusion (DEI) are at the forefront of our company culture.

Our core belief is to embrace a workforce that recognizes, respects, and values different life experiences. These life experiences and personal viewpoints make us approach challenges, solve problems, make suggestions, and think differently. All of this leads to the diversity in thought required to reach innovative and exceptional solutions for our clients.

Our DEI initiative is well underway with a comprehensive plan in place. We have a phased approach, presented as follows:

PHASE 1

Initial DEI efforts concentrated on training the Board and management by professional and nationally recognized experts in diversity, equity, and inclusion. Before introducing DEI standards company-wide, we developed a solid foundation of corporate standards and cultural initiatives to ensure successful implementation, including extensive training for HR and Recruiting along with updated policies.

PHASE 2

All employees will receive training to achieve a shared understanding of DEI and HRC's passion for creating and maintaining a culture that gives a sense of belonging to people of all backgrounds. We will sustain and expand community partnerships that help to further the profession of civil engineering within historically underrepresented communities and population groups.

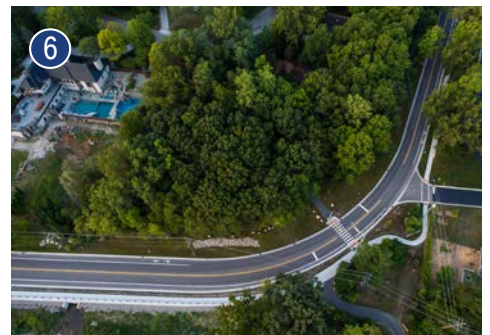
PHASE 3

We will review, evaluate, and improve our policy regularly to ensure our company culture is encompassing and embracing an inclusive and diverse workplace.

ACHIEVEMENTS

HRC is proud of its many engineering achievements and has received numerous awards from the American Council of Engineering Companies (ACEC), American Society of Civil Engineers (ASCE), American Public Works Association (APWA), and other professional organizations for innovative and cost-effective projects. A notable example is the selection by ASCE/Michigan of the HRC designed upgrade of the Detroit Wastewater Treatment Plant as one of Michigan's Top Ten Civil Engineering Projects of the 20th Century.

Another notable achievement pertaining to the City of Birmingham was the Quarton Lake Restoration Project in 2004, which received seven awards from the ACEC, ASCE, APWA, Engineering Society of Detroit, and Michigan Municipal League. Below, we listed a number of recent HRC projects that have been recognized as prize-winning projects.



1. Pedestrian Crossing Enhancements at Various Location for the City of Grand Rapids received the American Public Works Association Midwest Michigan Chapter Project of the Year in the Category of Transportation (for Projects \$500,000 to \$1 Million).

2. City of Rochester Hills Innovation Hills project earned the APWA/Michigan Chapter 2021 Project of the Year in the category of Quality of Life (\$5M–\$25M), the 2021 ACEC/Michigan Chapter Engineering & Surveying Excellence Merit Award. The ASCE/Michigan 2021 Quality of Life Merit Award and the MCA Award in the Innovation category for 2020.

3. City of Howell's State Street Renovation garnered the American Public Works Michigan Chapter 2020 Project of the Year Award.

4. Nine Mile and Halsted Intersection for the City of Farmington Hills earned the American Public Works Association/Southwest Michigan Chapter 2020 Project of the Year Award in the Transportation Category Less than \$1 Million Category.

5. Delhi Charter Township's Realize Cedar earned ITE's Transportation Achievement Award in 2019.

6. City of Ann Arbor's Geddes Avenue and Sanitary Improvement Project earned the ACEC/Michigan Chapter 2019 Engineering & Surveying Excellence Merit Award.



HRC was recently named to the *2022 Top Workplaces USA* list for the second consecutive year in this new program. We also were recognized by the Detroit Free Press as a *Top Workplace* for a fourth consecutive year. Other accolades include being a *Top 50 Trenchless Technology Design Firm* and an ENR *Top 500 Design Firm*. HRC also received the honor of being named one of the *Cool Places to Work in Michigan* by Crain's Detroit Business magazine.



Our Understanding of the Work

FIRM PROFILE

Our understanding of the Scope of Work is based on our review of the Request for Quotes and the Clarifications issued via email on December 12th, as well as our experience gained providing these same services to the City over the past three years. We understand the terms and conditions of the RFQ and Agreement and offer no objections to any of the requirements contained therein. This section will describe our understanding of the scope of work requested, along with how we would continue to provide the City with the desired Residential Site Evaluation Services. In the following sections, we describe our past involvement with similar projects, including those for the City of Birmingham, plus an introduction to our review team that would continue to be assigned to the City's site reviews.

The City of Birmingham is soliciting professional engineering services to assist the City with required reviews of Residential Site Evaluation applications. HRC is currently performing this task as an assistance to the City Engineering and Building Department staff. Throughout our time performing these services, our goal has been to function as an extension of the City's staff and to be sure there is no drop in the level of service and completeness in the reviews due to the task being shifted to HRC. We understand that these reviews are important and necessary to ensure issues following construction on the proposed sites do not occur to neighboring sites or the municipal infrastructure. To be sure these do not occur, the City development standards, codes, and residential site development requirements must be followed and fairly adhered to for each site. Our current reviews follow the supplied Site Evaluation Review Worksheet, which will continue to be used throughout future site evaluations and interfacing with the City's BS&A tracking system.

Per the Scope of Work outlined in the RFQ, our Residential Site Evaluation Services will include the following items:

- Conduct and complete Initial Residential Site Evaluation Reviews for home reconstructions and additions/renovations within 10 business days of being uploaded to BS&A.
- Perform a pre-construction site visit to document existing conditions, including photos saved to the City's server.
- Perform a technical review of submitted plans using the City's review worksheet.
- Provide site review comments to the applicant and their engineer/surveyor and upload the status of the review and comments into BS&A.
- Screen for additional required permits (SESC, EGLE, OCWRC, MDOT, RCOC) and notify the applicant and their engineer of the additional required permits necessary to obtain prior to construction.
- Incorporate review comments from the City DPS Parks and Forestry into correspondence with the applicant and their engineer/surveyor.
- Perform reviews for subsequent submittals within three business days of being submitted. Review comments, or approval, will be provided to the applicant and their engineer/surveyor, and the uploaded status of the review and comments will be added to BS&A. The Site Evaluation Worksheet shall be submitted to the City representative when approved.
- Conduct and complete final grade inspections and review of the applicant and their engineer/surveyor's certified as-built survey to ensure the proposed site work was completed in accordance with the approved site plan. All reviews and approval would be documented in BS&A for issuance of the certificate of occupancy and release of bonds. Initial and subsequent reviews/approvals are to be completed within three business days per the RFQ.
- Throughout the Agreement, HRC staff would be available for "office hours" as described in the RFQ: a minimum of 20 to 24 hours per week on non-consecutive days to conduct site visits, consultation with City staff for issues that arise during construction, and access to the City maps and other resources to assist with reviews. As you are aware, our current hours have been on Tuesday and Thursday for 8 hours per day, so to provide the additional 4 to 8 hours per week while also being on non-consecutive days, we would need to agree upon different days to be at the City office. If selected, we can discuss the City's preference and make the change at the City office on Monday, Wednesday and Friday.
- Provide a project status update on a monthly basis to include plan submittal dates, review completion dates, approval dates, as-built submittal dates, and as-built review and/or approval dates.
- HRC will operate in a safe manner and observe all MIOSHA Guidelines.

APPROACH FOR RESIDENTIAL SITE EVALUATIONS

Our general approach would be to continue to have a Primary Plan Reviewer assigned to the project that would handle the day-to-day activities, with the Additional Plan Reviewers consistently assigned reviews to meet review timelines. The Project Manager would be available to assist in supervising the review process, be a resource to the reviewers for specific questions, and be available to attend meetings with applicants and City staff. The Project Manager would also be a backup for the reviewers if needed. The Principal in Charge would oversee the entire process and serve as a backup to the Project Manager if required.

OFFICE HOURS

We understand the requirement to provide a minimum of 20 to 24 hours per week for office hours and site visits as part of the Residential Site Evaluation services. We propose that our Primary Plan Reviewer, Emily, would be at City Hall for at least 8 hours of that time, and the Additional Plan Reviewers, Rebecca or Seirra, would be at City Hall for the remaining 12 to 16 hours to fulfill this requirement. Each of our reviewers has been at City Hall during our time as plan reviewers for the City, and each is familiar with the resources provided by the City and the needs of being at City Hall. We continue to envision that the majority of the time needed to complete the tasks associated with the Residential Site Evaluation services will be accomplished during these hours and that travel to and from the City will be minimized. Our Project Manager and Principal in Charge are available to attend meetings at City Hall as needed, and our proximity to the City (10- to 15-minute drive) makes that very convenient.

GRADE INSPECTION/ AS-BUILT PLAN REVIEW

Along with our proposal, we request the City's consideration to modify the timeline for completing the Initial Grade Inspection and As-Built Survey submittal. Since an as-built survey must have as-built grades at each location where a proposed elevation was provided and requires a similar site visit to document construction, the level of effort is very similar to a review of an initial site review. As a result of our experience, we request that the time allowed to complete the initial grade inspection and as-built survey review be extended to five business days. We can comply with the three business days stated in the RFQ, but as described above, we believe five business days is a realistic duration to complete this important and time-consuming task.

The Cost Quote, Attachment A of the RFQ, has been completed and is provided in a separate pdf for consideration. The fee quotes are a series of "flat" fees based on the scope items listed in the form:

- Initial review of New House Site Plan, plus up to one revision and resubmittal.
- Initial review of Addition/Accessory Structure/Other Site Plan, plus up to one revision and resubmittal.
- Additional reviews (either New Home or Addition/Accessory Structure) after and including the second review.
- Each review for Builder/Applicant initiated change.
- Final grade inspection and review of certified "as-built" survey. For review and approval of initial submittal only. This is consistent with our current agreement per a City requested price amendment following the submittal of our proposal.
- Additional final grade inspection and review of the certified as-built survey. For review and approval of subsequent submittals. This is consistent with our current agreement per a City requested price amendment following the submittal of our proposal.



We Perform These Services

PLAN REVIEW SERVICES



Through a similar quality-based selection process in 2019, HRC was selected by the City of Birmingham to assist the Engineering and Building Departments in completing their Residential Site Evaluation reviews. The need for a consultant to assist with completing the reviews was due to an increase in the number of plan submittals that had continued to grow over the years. Since the beginning of our assistance to the City in early 2020, HRC has completed 367 total residential site reviews, including 215 for new homes and 152 for home additions. The average number of reviews per application has been 3.0 for new homes and 2.6 for additions. In addition, we have provided the required office hours and field visits during the site plan and as-built review processes. Our direct experience performing Residential Site Evaluations in the City and for many other communities has allowed our team to understand the City's proposed approach for this task. We believe this approach provides prompt responses to applicants who desire to make changes to their properties while ensuring the changes are completed responsibly and do not infringe on the neighboring properties.

Engineering Site Plan reviews are a core-service HRC provides for many municipal clients. This process entails reviewing the water main, sanitary sewer, storm sewer, stormwater management, grading, and paving plans to ensure they meet the community's requirements and relevant County and State requirements. In addition, we regularly work with the various municipal departments involved in site development, including engineering, planning, building, parks, and public services.

A regular service for site plan reviews is providing an initial screening to identify possible permits or approvals required by County or State agencies whose jurisdictions intersect with the proposed development. HRC is well versed in when these agencies will have to be involved. HRC has established excellent working relationships with the agencies that could have possible involvement in the City of Birmingham, including the Michigan Department of Environment, Great Lakes & Energy (EGLE) for wetlands, floodplain, and inland lakes and streams, Oakland County Water Resources Commissioner (WRC), Michigan Department of Transportation (MDOT) Oakland TSC, and the Road Commission for Oakland County (RCOC).

For some communities, an important plan review process that HRC performs is plot plan reviews for single-family homes. For these communities, plot plan reviews ensure that building additions, accessory buildings, and complete home reconstructions comply with current zoning ordinances and grading and utility regulations. While these projects are generally small individually, their potential impact on the public is not. Ensuring new site development is being done responsibly is paramount to the public. Therefore, reviewing "as-built" grading plans is a service performed as part of most residential plot plan reviews.

For some communities, HRC performs on-site services concerning residential site plan reviews. On-site services commonly performed include initial site visits to ascertain existing conditions, foundation excavation elevation verifications, grading verification during construction and post-construction grading verification. In-house surveying capabilities can be leveraged to assist with these types of tasks are needed.

CURRENT RESIDENTIAL SITE PLAN REVIEW SERVICES EXPERIENCE

HRC is currently providing residential site plan review services in several nearby communities, including:

- City of Birmingham
- City of Berkley
- Village of Bingham Farms
- City of Bloomfield Hills
- Village of Franklin
- City of Keego Harbor

PLOT PLAN REVIEW REFERENCES

We provided two specific references for residential site plan review services, and we can offer others if requested. In addition to the City of Birmingham, HRC is currently providing residential site plan review services in several nearby communities, including the City of Berkley, Village of Bingham Farms, City of Bloomfield Hills, Village of Franklin, and the City of Keego Harbor. We provided two specific references for residential site plan review services, and we can offer others if requested.



VILLAGE OF BINGHAM FARMS

24255 Thirteen Mile Road, Suite 190
Bingham Farms, MI 48025
Ken Marten, Village Administrator & Clerk
(248) 644-0044
Kmarten@binghamfarms.org



CITY OF BLOOMFIELD HILLS

45 E. Long Lake Road
Bloomfield Hills, MI 48304
David Hendrickson, City Manager
(248) 530-1404
dhendrickson@bloomfieldhills.net



How We Will Perform the Work

HRC's general approach to providing professional services to our client involves assigning a dedicated, highly qualified team under the supervision of a project manager, with oversight by a firm partner. Our selected team members have significant Residential Site Evaluation experience for the City of Birmingham and involvement in various infrastructure projects for the City. They also possess plan review experience for other municipalities. We understand the scheduling demands of the residential site evaluation review process, where applicants depend on efficient, timely reviews. We have shown our ability to meet those demands during the past three years that we have provided the service to the City. The personal knowledge we have of the expectations of the City and its residents is an invaluable asset for successfully performing the Residential Site Evaluation Services. Following is a brief description of our team members, their role, and their experience, particularly for the City of Birmingham. Per the RFQ, professional resumes for our staff were not included in this submittal, but they can be provided upon request.



Mike MacDonald, PE — Principal in Charge

Mike has been representing HRC as the Principal in Charge for the City since 2015 and for the Residential Site Evaluations since we began providing the service in early 2020. His experience working in the City goes further back to the late 1990s when he developed the first model of the City's water system and designed several of the recommended major water system improvements (notably the Chesterfield/Oak transmission main). He also was integrally involved in the Storm Water Utility Fee Apportionment report completed in 2016 and the ongoing lead service line replacement and water service line verification programs.



Jim Surhigh, PE — Associate, Project Manager

Jim has been heavily involved in "all things Birmingham" for HRC since 1997. His recent role for the City was serving as the Consulting City Engineer to supplement City staff until the position could be permanently filled. Jim was closely involved at the outset of our Residential Site Evaluations and was critical in developing our review team. His role as Consulting City Engineer further added to his extensive experience beginning with the initial sewer system studies in the 1990s, to the design of major sewer projects in the 2000s, and continuing with various project designs as needed and follow-up drainage/sewer studies. Jim was the lead author of the Storm Water Utility Fee Apportionment report completed in 2016 and provided oversight and consultation to the recently completed SAW Grant work HRC performed for the City. Jim also provided oversight and supervision for the Asset Management Plans and their combined ratings to determine upcoming infrastructure system capital improvements projects. He also assisted the City with residential site plan reviews in 2013, establishing a checklist and performing initial reviews. Jim's other site plan review experience includes residential, commercial, and industrial developments in Rochester Hills and Wixom, and he has consulted in-house with other HRC engineers for many specific site reviews in other communities.



Emily Ause, PE — Primary Plan Reviewer

Emily has been with HRC since 2016 and received her PE license in June 2020, and has served as the primary plan reviewer for the City's Residential Site Evaluations since the beginning of our service to the City in early 2020. Emily has been our primary representative at City Hall for the 16 hours of office time. Her communication skills and demeanor have enabled her to become an extension of the City staff and fully understand City procedures. In addition to Birmingham, Emily also performs residential site plan reviews for the Village of Bingham Farms, with similar responsibilities to those required by the City and as outlined in the RFQ. Emily's additional experience in Birmingham includes assisting with several local drainage/sewer studies and several design projects for SOCWA located in or near the City.



Maria Corona, EIT — Additional Plan Reviewer and Primary Grade Inspection/As-Built Reviewer

Maria has been with HRC since 2018 and has been assisting Emily with the Residential Site Evaluations beginning in early 2020. Maria has provided reviews for plan submittals, grade inspections/as-built surveys and is available to meet the required office hours at the City offices. In addition, she was integrally involved with the recently completed SAW Grant program for the City, with the main task of tracking the sewer cleaning and televising work progress, reviewing sewer conditions and analyzing the sewer segment ratings. She was also heavily involved in preparing the Water System Asset Management Plans along with Jim and our team. She also assists with the design, bidding, and construction administration for the City's annual Sewer Rehabilitation Programs and Water System Analysis/Modeling.



Rebecca Duggar — Plan Reviewer

Rebecca joined HRC in 2018 and has been assisting Emily and Maria with the Residential Site Evaluations for the past 18 months. Her assistance has included both plan submittal reviews and grade inspections/as-built reviews. Rebecca also has assisted with numerous City infrastructure projects, including the primary contact for residents and construction administration for the City's ongoing lead service line replacement and water service line verification programs. In addition, Rebecca has assisted Jim with many sewer studies and sewer and water system rehabilitation projects.



Seirra Patrick, EIT — Plan Reviewer

Seirra joined HRC in 2021 and has been assisting Emily and Maria with the Residential Site Evaluations for the past 12 months. Seirra's assistance includes plan submittal reviews and grade inspections/as-built reviews. In addition, Seirra assists Rebecca with the administration of the City's lead service line replacement and water service line verification programs.

Survey Staff

Although not utilized during our time completing Site Evaluation Reviews, HRC has a full-service survey department if the need arises to confirm survey information contained in the submittals.

SUMMARY

In summary, we believe HRC can provide a highly qualified team to continue providing the City with the best service for Residential Site Evaluations, as we have for the past three years. All of our team members have direct experience providing the service to the City and working with the City on other infrastructure projects. Our team members are familiar with the City's GIS system, BS&A, City staff, City codes and standards, and available City resources. We understand how surface drainage interacts with the sewer network and appreciate how changes to drainage patterns due to site construction can negatively affect neighboring properties. The approach presented has been successfully implemented in the City of Birmingham and other communities to assure that high-quality service is provided while keeping our costs and the costs that need to be passed on to the residential applicants to a minimum.

AGREEMENT BETWEEN _____

(Insert type of agreement)

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Hubbell, Roth & Clark, Inc. a Michigan Corporation, whose address is 555 Hulet Drive, Bloomfield Hills, MI 48302 (hereafter referred to as Consultant) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires Consultant Service for Residential Site Engineering Plan Review, and in connection therewith has requested quotes for Residential Site Evaluation Services; and

WHEREAS, Consultant has qualifications that meet the project requirements and has provided a response and cost quote to perform Residential Site Evaluation Services.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Quotes for Residential Site Engineering Plan Reviews dated 11/23, 2022, which includes residential Site Engineering plan review, field investigation, as-built plan review, and request office hours shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.")

2. TERM: This Agreement shall have a term of one (1) year, and with City Commission approval may be extended an additional two (2) years from the date stated above but no more than 3 years total. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Consultant shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all site plan approval and documents prepared by the Consultant.

3. TERMS OF PAYMENT: The Consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

5. INSURANCE SUBMISSION REQUIREMENTS: The Consultant has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Consultant 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 Consultant acceptance of the terms of this Agreement.

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may

purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Consultant, either by offset to any amounts due and owing for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Consultant agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultant 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: Consultant ____ shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury

and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

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

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

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

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

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Melissa A. Coatta

Consultant: Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48302
 Attn: Michael C. MacDonald, PE

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

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

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

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Consultant 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 Consultant shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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

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

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

20. RESPONSE TO REQUESTS FOR QUOTES: The Consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated December 16, 2022, to the City's Request for Quotes dated November 23, 2022. In the event of a conflict in any of the terms of this Agreement and the Consultant December 16, 2022 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

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

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

Consultant

By: Michael C. MacDonaldIts: Michael C. MacDonald, PE

Vice President

STATE OF MICHIGAN)

) ss:

COUNTY OF OAKLAND)

On this 13th day of December, 2023, before me personally appeared INC. MICHAEL MACDONALD who acknowledged that with authority on behalf of HUBBELL, ROTH & CLARK to do so he/she signed this Agreement.

Donna Marie Martin

Notary Public

Oakland County, Michigan
Acting in OAKLAND County, Michigan
My commission expires: 8-14-2024

DONNA MARIE MARTIN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Aug 14, 2024
Acting in the County of Oakland

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Melissa A. Coatta, City Engineer
(Approved as to substance)

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

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

ATTACHMENT B - CONSULTANT'S AGREEMENT

For RESIDENTIAL SITE EVALUATION SERVICES

In submitting this quote, as herein described, the Consultant agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Quote and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this quote.

Michael C. MacDonald, PE

December 16, 2022

BID PREPARED BY
(Print Name)

DATE

Vice President

December 16, 2022

TITLE

DATE



mmacdonald@hrcengr.com

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

Hubbell, Roth & Clark, Inc.

COMPANY

555 Hulet Drive, Bloomfield Hills, MI 48302

(248) 454-6346

ADDRESS

PHONE

N/A

NAME OF PARENT COMPANY

PHONE

N/A

ADDRESS

ATTACHMENT D – IRAN SANCTIONS
For RESIDENTIAL SITE EVALUATION SERVICES

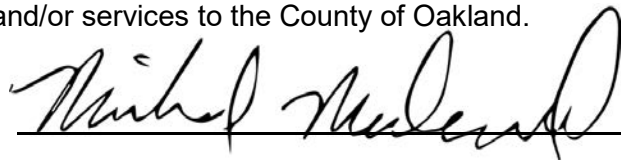
VENDOR CERTIFICATION
THAT IT IS NOT AN
“IRAN LINKED BUSINESS”

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	Michael C. MacDonald, PE
Street Address	555 Hulet Drive
City	Bloomfield Hills
State, Zip	Michigan 48302
Corporate I.D. Number / State	800079203 Michigan (Old ID Number 076976)
Taxpayer I.D. #	38-0668370

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

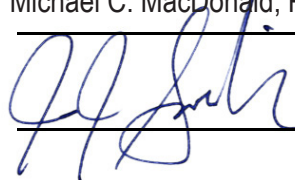
Signature of Vendor's
Authorized Agent:



Printed Name of Vendor's
Authorized Agent:

Michael C. MacDonald, PE

Witness
Signature:



Printed Name of Witness:

James J. Surhigh, PE

Your HRC Representative

Mr. Michael C. MacDonald, PE, Vice President, will be the authorized negotiator for any contracts entered into with the City of Birmingham. Information for Mr. MacDonald is as follows:

Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, Michigan 48302

Phone: (248) 454-6346
Fax: (248) 454-6312
E-mail: mmacdonald@hrcengr.com

Supportive Information

PRIVATE WORK/ CERTIFICATION

For a few years before 2019, HRC had provided residential site design services to a few select builders that our staff had a prior working relationship. Upon our selection as the City's consultant to provide the Residential Site Evaluation Review service, HRC certified to the City that we would complete our design services for the pre-existing projects and that we would no longer begin new residential site design services. The few projects we were involved with have been completed, so our work for private builders has ceased as certified to the City. If selected by the City to continue providing the Residential Site Evaluation Review service, HRC would continue to not work for private builders of single-family residential projects, and adhere to the RFQ clarification provided by the City on December 12, 2022.

OFFICE LOCATIONS

Bloomfield Hills

555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300 | Fax: 248.454-6312

Delhi Township

2101 Aurelius Road, Suite 2
Holt, MI 48842
517-694-7760

Detroit

Buhl Building, Suite 1650
535 Griswold Street | Detroit, MI 48226
313-965-3330

Grand Rapids

1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell

105 West Grand River Avenue
Howell, MI 48843
517-552-9199

Jackson

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

Kalamazoo

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

Traverse City

1501 Cass Street
Traverse City, MI 49684
231-714-5007

Troy

629 E Elmwood
Troy, MI 48063
248-454-6300



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

ENGINEER. ENVIRONMENT. EXCELLENCE

517-694-7760

hrcengr.com

5D

**REQUEST FOR
QUOTES**

**RESIDENTIAL SITE
EVALUATION SERVICES**

December 16, 2022
at 2:00 p.m.

**COST PROPOSAL –
ELECTRONIC**

City of Birmingham
Attn: Melissa Coatta, PE
City Engineer
PO Box 3001
Birmingham, MI 48012
Phone: (248) 530-1840

ATTACHMENT C - COST QUOTE
For RESIDENTIAL SITE EVALUATION SERVICES

In order for the proposal to be considered valid, this form must be completed in its entirety. The fee for the Scope of Work as stated in the Request for Quote documents shall be determined pursuant to the fee schedule, as follows:

FEE QUOTE	
ITEM	BID AMOUNT
New House Site Plan Review (including 1 revision)	\$ 525.00
Addition/Accessory Structure/Other Site Plan Review (including 1 revision)	\$ 400.00
Additional reviews (after second)	\$ 175.00
Each review for Builder initiated change	\$ 250.00
Final Grade Inspection & As-built Survey Review	\$ 325.00

Additional Final Grade Inspec. & As-Built Review \$175.00

Firm Name Hubbell, Roth & Clark, Inc. (HRC)

Authorized signature  Date December 16, 2022

IMPORTANT

NOTE 1: Email clarification received on December 12, 2022 is acknowledged.

NOTE 2: Please refer to the Additional Professional Services clarification summary included on Page 2 with our cost quote.

ADDITIONAL PROFESSIONAL SERVICES

For clarification purposes, the following professional services related to the plan review process are not included in the scope of work outlined in the RFQ. However, HRC has provided each of these additional services periodically throughout the three years we've completed the site reviews for the City. Summarized below is a brief description of the additional services:

- Reviewing or evaluating surface drainage conditions beyond the limits of the topographic survey provided by the applicant for a particular property.
- Consultation and analysis of the existing combined and sanitary sewer systems to determine if capacity limitations are present.
- Reviewing or evaluating proposed non-typical sewer connections. Instances of non-typical sewer connections may include areas where future storm sewers are envisioned by the City or if the capacity of the sewers being connected to is limited, and flow restrictors are required.
- Consultation with applicants during the plan review process to provide design solutions/direction.
- Reviewing or evaluating retaining walls or other grade separation structures that may be proposed.
- Evaluating acceptance of deviations from established site development criteria or interpreting City ordinance or established site evaluation criteria for atypical site conditions.
- Evaluating and recommending additions or changes to the site evaluation criteria or City ordinances related to residential site development.
- Preparing, distributing, and managing easement documents and acquisitions from applicants that have public sewer or water utilities crossing their property or along the property lines.

HRC was requested to provide these services during the current Residential Site Evaluation contract, mainly due to changes in City Staff, but then to provide a better, more efficient, and consistent approach to completing the plan reviews for the applicants. Based on our prior experience, we would anticipate this effort to be approximately 200 to 300 hours annually. We are happy to continue providing these services but would propose that the time associated with these additional professional services be billed to the City per the terms of our current Engineering Consultant Agreement. These additional services would be discussed with the City and provided under their direction.



REVISED: December 22, 2022

OFFICE LOCATIONS

Bloomfield Hills

555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300 | Fax: 248-454-6312

Delhi Township

2101 Aurelius Road, Suite 2
Holt, MI 48842
517-694-7760

Detroit

Buhl Building, Suite 1650
535 Griswold Street | Detroit, MI 48226
313-965-3330

Grand Rapids

1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell

105 West Grand River Avenue
Howell, MI 48843
517-552-9199

Jackson

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

Kalamazoo

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

Traverse City

1501 Cass Street
Traverse City, MI 49684
231-714-5007

Troy

629 E Elmwood
Troy, MI 48083
248-454-6300



HUBBELL, ROTH & CLARK, INC
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5D



MEMORANDUM

Planning Division

DATE: January 13th, 2023

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nick Dupuis, Planning Director

SUBJECT: Sculpture Donation – “Shooting Star” by John Henry

INTRODUCTION:

The City of Birmingham has received a sculpture donation application for “Shooting Star” by John Henry. The sculpture consists of red painted steel that is 17’ in height, with a length and width of 8’ x 8.5’.

BACKGROUND:

The owner of the sculpture, Joel Tauber, had the sculpture installed at his former home in Bloomfield Hills. The owner has since moved to Birmingham and would like to donate the sculpture to a location where it may be viewed by himself and others.

City staff and Public Arts Board members Annie VanGelderren and Anne Ritchie conducted a site visit to inspect the sculpture. Upon inspection, “Shooting Star” has some peeling paint and requires a new coat of paint. The sculpture is attached to a platform for stability. The installation will require bolting the platform to a base pad. In recent discussion with the donor, the sculpture has received a new coat of paint at its storage location.

The Public Arts Board first considered the sculpture on September 21st, 2022. Staff had recommended the location of the green space between Woodward Ave, S. Old Woodward, and Haynes Street. The Public Arts Board was also amenable to this location and wanted staff to verify the location with the applicant. Upon review, the applicant indicated that they liked the proposed location for the sculpture.

It was also discussed how Birmingham’s Wayfinding and Gateway Signage Committee was looking for some type of art to improve the aesthetics of the area acting as the entrance to Downtown Birmingham from the south. The size and color of the sculpture would provide a nice accent to the large greenspace with the 555 Building as a backdrop.

On October 19th, 2022 the Public Arts Board moved to recommend that the City Commission accept the sculpture donation of "Shooting Star" by John Henry and for the sculpture to be installed in the public green space between S. Old Woodward and Woodward Ave as indicated in the aerial photo of Exhibit A.

More information about the artist can be found at <http://www.johnhenrysculpture.com/>

LEGAL REVIEW:

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

FISCAL IMPACT:

As a donation, the City will be responsible for costs incurred related to installation and maintenance of the sculpture. Sculpture pads are typically coordinated with the Engineering Department and the City's annual sidewalk program. The sculpture is currently stored at ArtPark in Farmington Hills who will have an estimate cost for delivery and installation by the time of the City Commission meeting on January 23rd, 2023. The Public Arts Board has a budget for sculpture installation and maintenance.

PUBLIC NOTIFICATION:

Information regarding the sculpture was on two of the Public Arts Board's agendas which were posted online and open to the public. No additional public notification is required for this item.

SUMMARY:

The Planning Division requests that the City Commission consider the sculpture donation of "Shooting Star" by John Henry to be installed in the public greenspace between Woodward Ave, S. Old Woodward, and Haynes Street as indicated in the aerial photo of Exhibit A.

ATTACHMENTS:

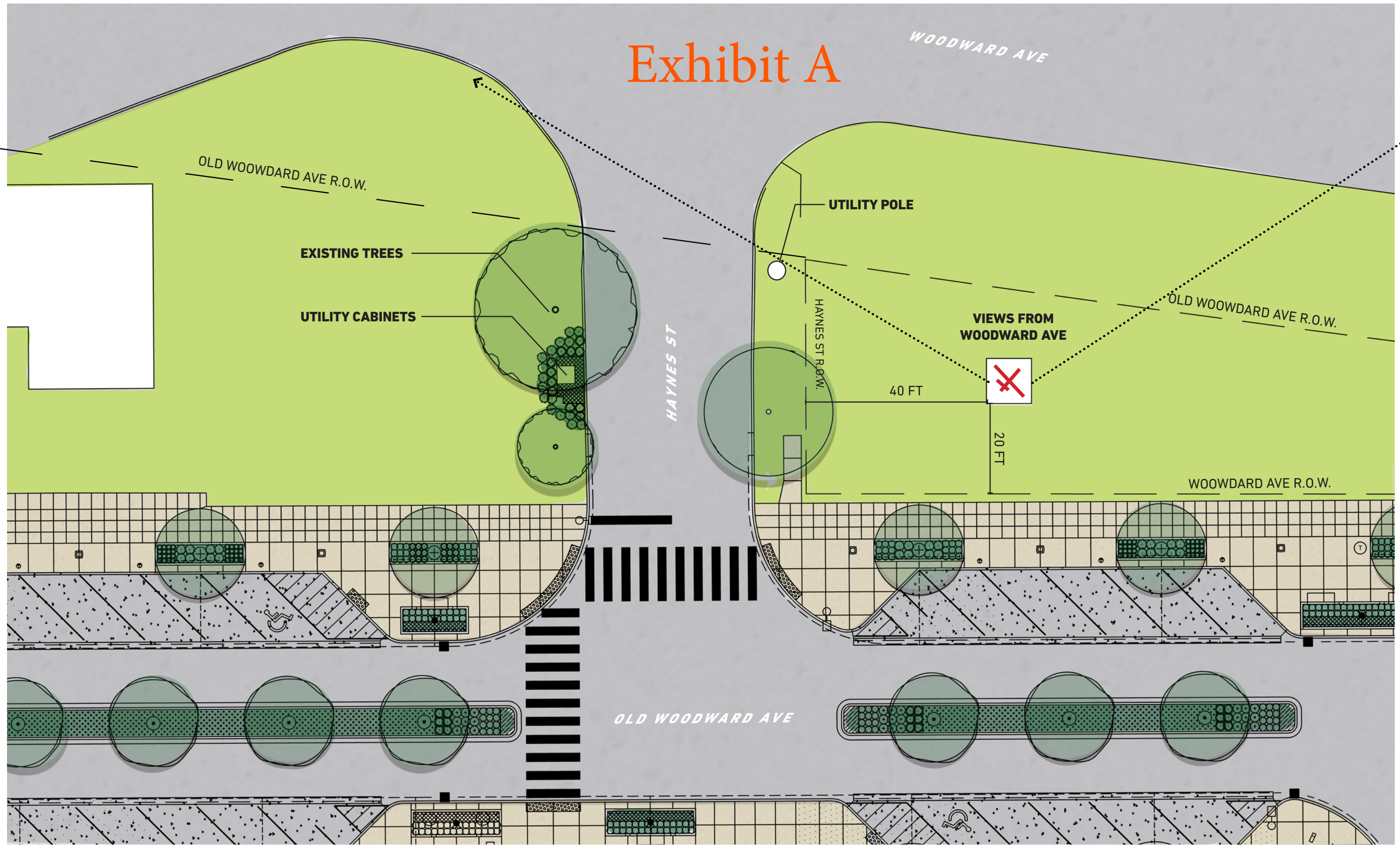
Please find attached the following documents for your review:

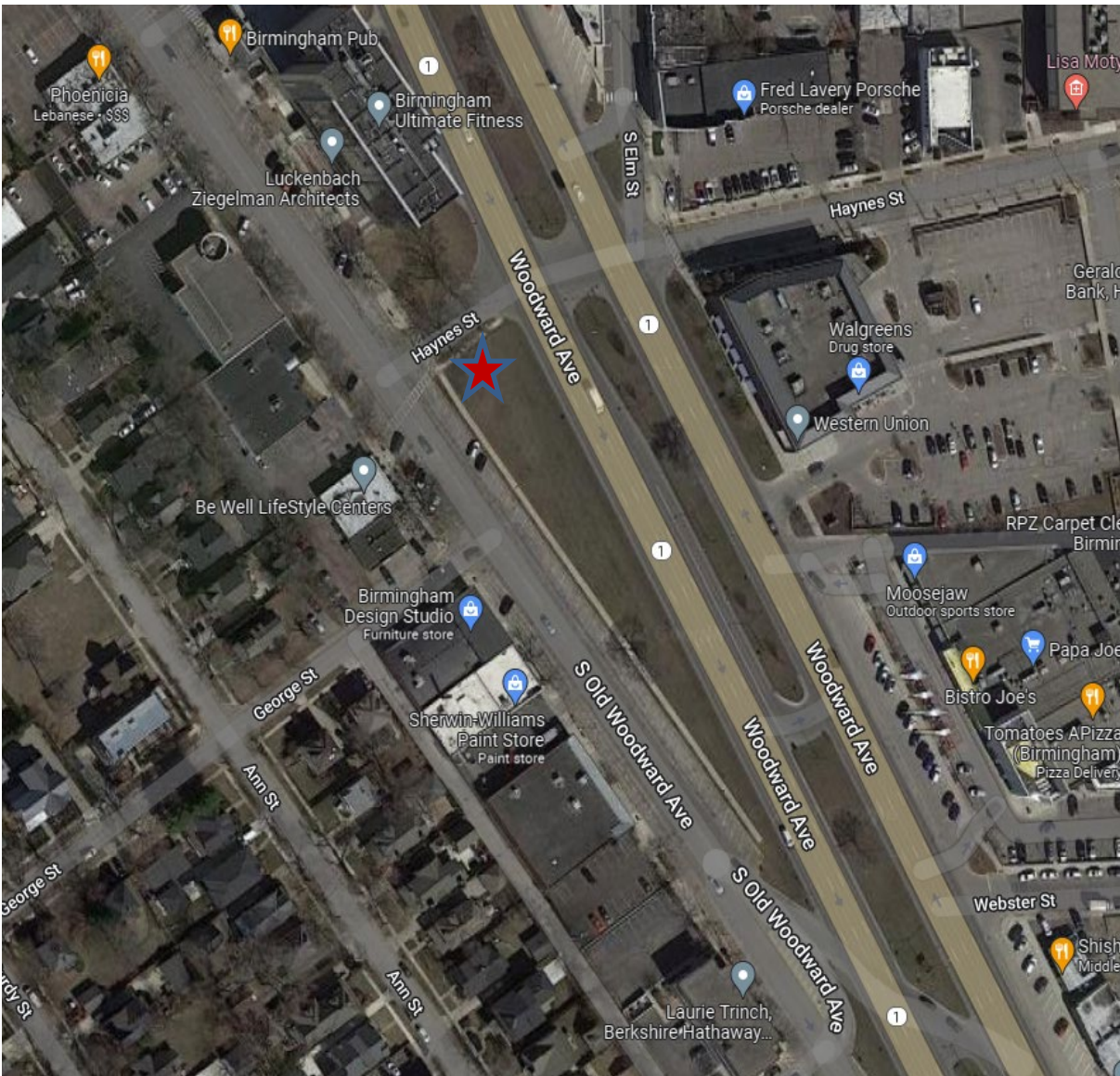
- Proposed sculpture location
- Application & images

SUGGESTED RESOLUTION:

Make a motion adopting a resolution to APPROVE the sculpture donation of "Shooting Star" by John Henry to be installed in the public greenspace between Woodward Ave, S. Old Woodward, and Haynes Street as indicated in Exhibit A.

Exhibit A





FOOTING/FOUNDATION REQUIREMENTS

NARRATIVE/RATIONALE FOR GIFT/LOAN/TEMPORARY INSTALLATION

SIGNATURE

Joel Tauter

DATE

8/7/22

***Submit application together with **prints or digital images of artwork, foundation plans, completed Outdoor Sculpture Agreement (if temporary sculpture), and a vitae or resume of the artist** to:

City of Birmingham

Attn: City Clerk – c/o Public Arts Board
151 Martin St.

P.O. Box 3001

Birmingham, MI 48012

PAB Action (Office use only)

Date Received: _____

Presented for Public Arts Board discussion: _____

Board Action: ☐ Recommended for approval ☐ Not recommended for approval

Insurance: ☐ Provided by CCBB ☐ Provided by City ☐ Other _____

Recommendation(s)/Action Taken _____

Routing and dates approved (Office use only):

Y N

☐ ☐ Planning _____

☐ ☐ Engineering _____

☐ ☐ Public Safety (Police/Fire) _____

☐ ☐ Parks and Recreation _____

☐ Approved by CCBB _____

☐ Approved by City Commission _____

Y N

☐ ☐ Building _____

☐ ☐ Other _____

☐ ☐ Other _____

Site Location _____

(If artwork is to be permanently donated, the City of Birmingham has the right to relocate and /or remove the artwork from public display. If permanently donated, the City of Birmingham may provide the required insurance. If artwork is to be on temporary loan, the CCBB may provide required insurance.)

From: Joel Tauber joel.tauber@me.com
Subject: JG
Date: Feb 23, 2022 at 13:13:17
To: Tauber Joel joeldtauber@aol.com



Sent from my iPad



5E



EXISTING SCULPTURE TO BE RELOCATED
“SHOOTING STAR” BY JOHN HENRY
STEEL, 17’ X 8’ X 8.5’



OCTOBER 10, 2022

EXISTING SCULPTURE TO BE RELOCATED



5E

MKSK







MEMORANDUM

City Clerk's Office

DATE: January 23, 2023

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Common Ground's 2023 Birmingham Street Art Fair - September 23 & 24, 2023

INTRODUCTION:

Common Ground has submitted a Special Event application to hold Common Ground's 49th annual Birmingham Street Art Fair on September 23 and 24, 2023. Setup for the event is scheduled for Friday, September 22, 2023. The event begins at Saturday at 10:00 a.m. and concludes at Sunday at 5:00 p.m. Teardown is scheduled for Sunday, September 24, 2023, from 5:00 p.m. to 9:00 p.m.

BACKGROUND:

Prior to application submission, the various departments reviewed the proposed event details for street closures and the need for safety personnel and approved the details. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

The following event(s) occur in September in Birmingham and do not pose a conflict for this event:

Movie Night	9/14/23	Booth Park
Farmers Market	9/24/23	Parking Lot #6

LEGAL REVIEW:

The City Attorney has reviewed and has no concerns or objections.

FISCAL IMPACT:

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

PUBLIC COMMUNICATIONS:

The Michigan Guild of Artists and Artisans/Common Ground notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:

The City Commission is being asked to approve a special event permit for the 2023 Birmingham Street Art Fair to be held September 23 and 24 from Saturday 10:00 a.m. to Sunday 5:00 p.m., with setup Friday, September 22 at 5:00 p.m. Teardown will begin Sunday September 24 at 5:00 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 January 8, 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 Common Ground to hold the Birmingham Street Art Fair on September 23 and 24, 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.

LIC# 23-00011976

**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: _____

1. 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 December 5, 2022

Name of Event Common Ground's Birmingham Street Art Fair

Detailed Description of Event (attach additional sheet if necessary) _____

Location Streets surrounding Shain Park

Date(s) of Event Sept. 23 & 24, 2023 Hours of Event Sat 10am-6pm/Sun 10am - 5pm

Date(s) of Set-up Friday, Sept. 22, 2023 Hours of Set-up 5pm - 9pm w/meters bagged at 3pm

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

Date(s) of Tear-down Sunday, Sept 24, 2023 Hours of Tear-down 5pm - 9pm

Organization Sponsoring Event Common Ground

Organization Address 1410 S. Telegraph Rd, Bloomfield Hills, MI 48302

Organization Phone (248)451-3730

Contact Person _____

Contact Phone Jeffrey Kapuscinski

Contact Email (248)451-3730

II. EVENT INFORMATION

1. Organization Type Non-Profit
(city, non-profit, community group, etc.)
2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)
Producing Partner is The Guild of Artists & Artisans
118 N. Fourth Ave, Ann Arbor, MI 48104
Karen Delhey, Executive Director karen@theguild.org (734)662-3382 ext 303
3. ***The city encourages collaboration amongst non-profit organizations to bring the greatest benefit to the community. Please explain your efforts to do so** _____
This event serves as a fundraiser for Common Ground and is put on in partnership by
two non-profits, Common Ground and The Guild of Artists & Artisans
4. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary Common Ground
List expected income \$25,000 Attach information about the beneficiary.
5. First time event in Birmingham? YES ☐ NO ☒
If no, describe This is the 49th Annual Common Ground Birmingham Street Art Fair
6. Total number of people expected to attend per day 30,000+
7. The event will be held on the following City property: (Please list)
☒ Street(s) Henrietta, Martin, Bates, and Merrill
☐ Sidewalk(s) _____
☒ Park(s) Shain Park

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

What parking arrangements will be necessary to accommodate attendance?

Describe Fairgoers will park in City Structures.

Artists will park in City Structures or the lot at Bates and Willits for their oversized vehicles.

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 Trained staff and volunteers are onsite from move in to move out to ensure safety and provide maintenance. Overnight professional security is also provided.

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 Police and Paramedics

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 ☐
X Live X Amplification _____ Loudspeakers

Recorded Time music will begin 11am

Time music will end 6pm on Saturday and 5pm on Sunday

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 15-20 A-Frames

Size of signs/banners 24x36 A Frames

Submit a photo/drawing of the sign(s). **A sign permit is 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/FOOD AND RESTROOMS	PERMIT TO BE REQUIRED
TBD			

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	30	\$10.00 each includes 1 bag for additional bags, the cost is \$32/percase.	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	4	\$350.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies.	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	170	10x10
Portable Toilets	8-10	Reg and Handicap
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Common Ground's Birmingham Street Art Fair

EVENT DATE September 23 & 24, 2023

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

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

Signature _____ Date 12/5/12

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

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

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



December 8, 2022

Hold Harmless Agreement

To the fullest extent permitted by law, **The Guild of Artists & Artisans** and any entity or person for whom **The Guild of Artists & Artisans** are legally liable, agree 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 connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

Karen Delhey
Executive Director

December 8, 2022
Date

THE GUILD OF ARTISTS & ARTISANS

118 N. Fourth Avenue • Ann Arbor, MI 48104-1402
734.662.3382 • Fax: 734.662.0339 • info@theguild.org • www.theguild.org



Common Ground

helping people move from crisis to hope

Common Ground is a nonprofit agency dedicated to helping people move from crisis to hope. The agency's programs throughout Oakland and Genesee Counties are a lifeline for people with mental illness and other critical situations. Common Ground serves more than 80,000 individuals each year and is supported in part by state and federal grants, contracts, individual and corporate contributions, foundations, special events, the Oakland County Community Health Network and Genesee County Community Mental Health. Most of its services are free of charge and 90 percent of the funds received go to direct service. Common Ground's programs and services are divided into three distinct impact areas: Responding to crisis, providing safety and advocacy, and building communities of support. Here is a sampling of these programs and services:

- **Crisis and Resource Helpline** Trained staff and volunteers provide over-the-phone, text and chat crisis intervention counseling, information, and referrals.

Oakland Assessment and Crisis Intervention Service provides recovery oriented face to face assessment, crisis intervention, and stabilization services for all Oakland county residents including children at risk for hospitalization.

- **Victim Assistance Program** provides 24-hour access to counselors and advocates for victims of crime, domestic and sexual abuse, and workplace violence.

- **Crisis Residential Unit** provides short-term voluntary psychiatric care for adults that includes medical supervision, nursing and discharge planning. These services are designed to support stabilization, reduce symptoms, restore function and prevent additional functional impairment, with the goal of transitioning to a less-restrictive level of care.

- **Virtual Behavioral Health Urgent Care** is ideal for people experiencing mental health issues who, without prompt intervention, are likely to experience more severe psychiatric symptoms. Our typical patient is seeking quick intervention and support for depression, anxiety, mood disorder, or lifetime adjustment concerns.

- **Survivors of Suicide Support Group** is a bi-monthly free 12-week program available to all surviving family, friends and work colleagues of the person who ended their life through suicide.

- **Survivors of Homicide Support Group** is a bi-monthly free 12-week group available to all surviving family, friends and work colleagues of the homicide victim.



118 N. Fourth Ave.
Ann Arbor, MI 48104

METROPLEX MI 480
3 JAN 2023 PM 6 L



CITY OF BIRMINGHAM

PO BOX 3001
BIRMINGHAM, MI 48012

Clerk's Office
City of Birmingham, MI

JAN - 5 2023

RECEIVED

48012-300101

48012-300101



Clerk's Office
City of Birmingham, MI

JAN - 5 2023

**SPECIAL EVENT REQUEST
NOTIFICATION LETTER**

RECEIVED

DATE: January 9, 2023

TO: **Principal Shopping District Members, Downtown Birmingham Residents,
Interested Parties and Property Owners**

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: **Common Ground's 49th Annual Birmingham Street Art Fair**

LOCATION: **In and around Shain Park, map enclosed**

DATES/TIMES OF EVENT:

Saturday, Sept. 23, 2023, 10am – 6pm and Sunday, Sept. 24, 2023, 10am – 5pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

Fine art fair featuring the handmade and original artwork of approximately 160 juried artists and is an important annual fundraiser for Common Ground, which has been serving youths, adults and families in crisis for more than 40 years.

DATES/TIMES OF SET UP:

Friday, Sept. 22, 2023, meters bagged at 3pm and street closings at 5pm with move-in completed by 9pm

DATES/TIMES OF TEAR DOWN: **Sunday, Sept. 24, 2023, from 5pm to 9pm**

DATE/TIME OF CITY COMMISSION MEETING: **Monday, January 23rd, 2023 at 7:30pm.**

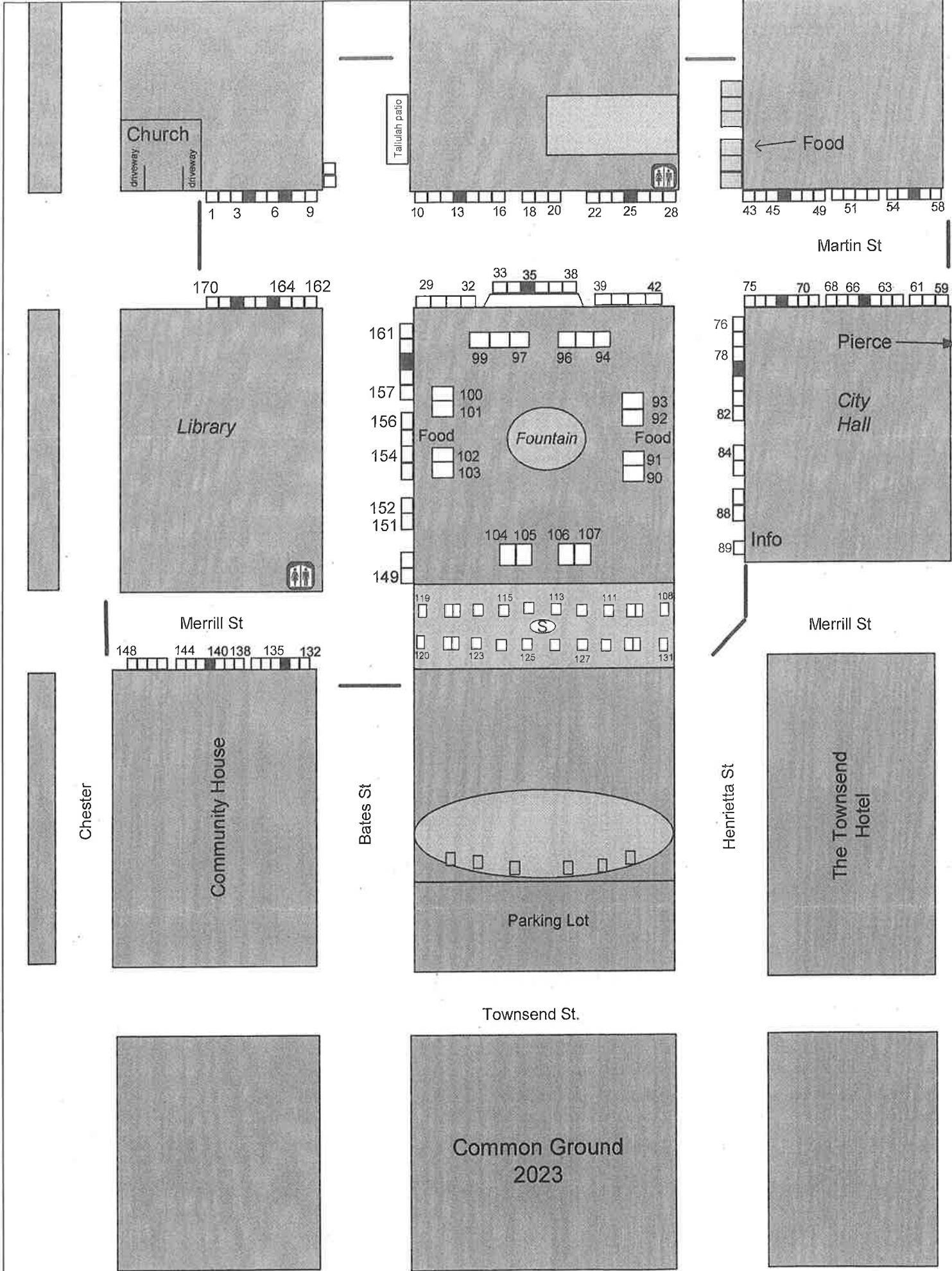
City Commission Meeting, January 23 2023 7:30 pm

In Person: City Commission Room, 151 Martin, Birmingham 48009

Zoom: <https://zoom.us/j/655079760> Meeting ID: 655 079 760

EVENT ORGANIZER: Common Ground (Birmingham Street Art Fair)
ADDRESS: 1410 S. Telegraph
Bloomfield Hills, MI 48302
PHONE: 248.456.8150
Day of Event Contact: Karen Delhey (734)646-8431

**1410 S. Telegraph • Bloomfield Hills, MI 48302 • 248.451.8150
www.commongroundhelps.org**





Common Ground

helping people move from crisis to hope

December 2, 2022

Hold Harmless Agreement

To the fullest extent permitted by law, Common Ground and any entity or person for whom Common Ground are legally liable, agree 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 connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the City of Birmingham, its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.


Jeffrey Kapusinski
Chief External Relations Officer

12/5/22
Date

1410 S. Telegraph • Bloomfield Hills, MI 48302 • 248.451.8150
www.commongroundhelps.org

DEPARTMENT APPROVALS

EVENT NAME: 2023 Common Ground Street Art Fair

LICENSE NUMBER #23-00011976

COMMISSION HEARING DATE: Jan 23 2023

NOTE TO STAFF: Please submit approval by 12/30/22.

DATE OF EVENT: Sept. 23 & 24, 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			
BUILDING 101.0-000.000.636.0005 248.530.1850	MJM		Tents over 400 Sqft.	\$221.48	
FIRE 101.0-000.000-636.0004 248.530.1900	AGS	The City of Birmingham has adopted IFC 2021. Please review Chapter 31 (Tents and Other Membrane Structures), and Chapter 3 section 319 (Mobile Food Preparation Vehicles). Please review the email sent by the Fire Department. ALS will respond from the station when requested	Food trucks shall schedule an inspection prior to the event.	\$0	
POLICE 101.0-000.000.636.0003 248.530.1870	RK	Personnel and barricades		\$2,530.00	

PUBLIC SERVICES 101.0-000.000-636.0002 248.530.1642	CL	Includes barricade placement, placement of city vehicles to block intersections for safety, dumpster rental, trash boxes and trash removal as requested.		\$3,500	
ENGINEERING 101.0-000.000.636.0002 248.530.1839	SDZ	Requires obstruction of roads	Obstruction Permit	\$65	
SP+ PARKING	AF	Standard parking rates and hours apply	NA	\$0	\$0
INSURANCE 248.530.1807	CW	Need to submit COI no less than 2 weeks prior to event Hold harmless agreements submitted 12/8/22	None	\$0	\$0
CLERK 101.0-000.000-614.0000 248.530.1803	CW	Notification letters to be mailed by applicant no later than 2 weeks Prior. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than 9/8/23.	\$165 Application paid. Vendor permits additional.	
				TOTAL DEPOSIT REQUIRED	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____



MEMORANDUM

Clerk's Office

DATE: January 23, 2023
TO: Thomas M. Markus, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: SOCRRA Board of Trustees representatives

INTRODUCTION:

Article VII of the Articles of Incorporation of South Oakland Resource Recovery Authority (SOCRRA) provides that each member municipality shall annually appoint a representative and an alternate to the SOCRRA Board of Trustees.

BACKGROUND:

Since 2015, the City Commission has appointed the City Manager as the representative and the DPS Director as the alternate. The alternate representative position has been vacant for several months during the city's search for a new DPS director. Recently hired DPS Director Scott Zielinski may now be considered for appointment to the SOCRRA board position.

LEGAL REVIEW:

No legal review required

FISCAL IMPACT:

No fiscal impact

PUBLIC COMMUNICATIONS:

No public communication necessary

SUMMARY:

The City Commission is being asked to appoint DPS Director Scott Zielinski as the alternate representative of the City of Birmingham on the SOCRRA Board of Trustees for the remainder of the 2022/2023 fiscal year.

ATTACHMENTS:

May 2, 2022 letter from SOCRRA

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to appoint DPS Director Scott Zielinski as the alternate representative of the City of Birmingham on the SOCRRA Board of Trustees for the remainder of the 2022/2023 fiscal year.



Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

May 2, 2022

Alexandria Bingham
City Clerk
City of Birmingham
P.O. Box 3001
Birmingham, MI 48012

Subject: Appointment of Representative & Alternate

Dear Ms. Bingham:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Birmingham are as follows:

Representative

T. Markus

Alternate

L. Wood

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Birmingham on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, 2022.

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Jeffrey A. McKeen, P.E.
General Manager

JAM/cf



MEMORANDUM

Legal Department

DATE: January 23, 2023

TO: Thomas M. Markus, City Manager and Birmingham City Commission

FROM: Mary M. Kucharek and Monika Koleci

SUBJECT: Tenant Rights

INTRODUCTION:

At the City Commission's direction, the City Attorney's office has drafted amendments to the City's Code, Chapter 66.-Human Relations, to provide for additional rights for tenants besides those which are statutorily provided by state and federal law.

BACKGROUND:

During the year of 2022, the issue of tenants' rights, particularly for renewal of leases, became front and center in our community when the lack of such laws negatively impacted one of our most treasured citizens. As a result, the City Attorney's office was requested to research what the City could do to enhance people's rights when they are tenants. A memorandum was provided to the Commission on December 12, 2022 addressing this issue.

LEGAL REVIEW:

Chapter 66.-Human Relations has been amended to include new definitions and new prohibitions on discriminating against persons regarding their source of income and to bolster tenants' rights to renewal of their leases.

FISCAL IMPACT:

City officials, that being the Manager and/or his or her designee may spend time investigating complaints of violations to Chapter 66 of the Birmingham City Code.

PUBLIC COMMUNICATIONS:

This issue has been advertised in the City's agenda packets and noted in the local newspaper as amendments that would be drafted to the Birmingham City Code in order to protect tenants' rights.

SUMMARY:

Before the City Commission are amendments to Chapter 66 of the Birmingham City Code, and we are requesting that the City Commission approve these amendments.

ATTACHMENTS:

1. The December 2022 Tenants' rights Memo.
2. Redlined Copy of the proposed amended ordinance.
3. Clean copy of the proposed amended ordinance.

SUGGESTED COMMISSION ACTION:

Make a motion adopting the amendments to Birmingham City Code Chapter 66. – Human Relations to bolster tenant rights and prohibit discrimination based upon people's source of income.

MEMORANDUM

DATE: December 12, 2022
TO: Mary Kucharek
FROM: Monika Koleci
RE: Tenant Rights

State Law on Tenant Rights

In Michigan, tenants have basic rights such as the right to live in a home that is in good, habitable condition, and landlords are required to keep any common areas in good enough shape for their normal use. There are other tenant rights established (i.e. security deposit rights) but those rights are not relevant to the topic at hand and for purposes of this research have been excluded.

It is important to note Michigan law does not reference the source of income protection, the right to renew, or the right to counsel. Michigan law does not place any limits on how much or how often a landlord can increase rent prices but there are a couple of circumstances where it is illegal to raise rent such as a form of retaliation for tenants exercising their legal rights or as a form of discrimination based on race, gender, ethnicity, sex, disability, religion, or familial status.

The Federal Fair Housing Act (generally, 45 USC 3601 to 3619) and the Michigan Elliott Larsen Civil Rights Act (MCL 37.2101 to 37.2804) prohibit discrimination in housing throughout the State of Michigan on the basis of race, color, religion, national origin, sex, familial status (presence of children under the age of 18 or pregnancy), disability, marital status, and age. The Fair Housing Act also bans discrimination in terms and conditions for buying or renting a home, advertising, and marketing housing. However, neither the Fair Housing Act nor Michigan Elliott Larsen Civil Rights Act provides protections for a source of income.

There has been recent legislation that has tried to change this. On November 19, 2019, Representatives Robert Wittenberg (D-Huntington Woods) and Yousef Rabhi (D-Ann Arbor) announced two pieces of legislation that would protect tenants from source of income discrimination. Rep. Rabhi's bill amends the 1976 Elliott-Larsen Civil Rights Act to include source of income protections. This would allow the Michigan Department of Civil Rights the authority to investigate reports of discrimination and empower local Fair Housing Centers to pursue litigation on behalf of tenants. Accompanying this bill, Rep. Wittenberg's proposal amends the 1972 Landlord and Tenant Relations Act. Landlords would be required to consider all legal sources of income in their calculations to determine if a tenant meets their income threshold. Enforcement would rest with the local jurisdiction rather than the state. In both bills, source of income is defined

as benefits or subsidy programs including housing assistance, public assistance, emergency rental assistance, veteran's benefits, social security, supplemental security income or other retirement programs, and other programs administered by any federal, state, local, or nonprofit entity. It does not include an income acquired via illegal means.

Neither of these bills has been passed yet. If Michigan were to pass either proposed bill, it would become the 12th state to provide such protections for low-income renters. However, even without these bills communities have passed ordinances for source of income protection as well as the right to renew and right to counsel.

Ordinances By Other Jurisdictions

In some communities, local fair housing ordinances protect against housing discrimination on an additional basis such as source of income, sexual orientation, gender identity, educational association, and/or political orientation. Source of income is usually defined broadly which can include: housing assistance, public assistance, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, and other programs administered by any federal, state, local, or nonprofit entity.

The following Michigan communities have adopted ordinances for source of income protections: Ferndale, Hazel Park, Royal Oak, Oak Park, Lansing, East Lansing, Grand Rapids, Jackson, Kentwood, Wyoming, and Ann Arbor. The City of Ann Arbor has also gone even further to protect tenant rights by providing the right to renew. Meanwhile, the City of Detroit has passed legislation to provide tenants with the right to counsel.

Source of Income Protections

The City of Ferndale

The source of income discrimination ordinance in Ferndale allows the city to levy a fine on landlords who refuse to rent to people based on their income type, or who advertise exclusion. In Ferndale, landlords can no longer legally refuse to rent to someone because of how they pay their rent, including veteran's benefits, court-ordered payments, and voucher programs. Repeat offenders could be subject to a misdemeanor charge.

The Ferndale ordinance lists examples of source of income, "including but not limited to (a) money derived from any lawful profession or occupation; (b) money derived from any lawful contract, agreement, loan, or settlement; from any court order, such as court-ordered child support or alimony; from any gift or bequest; or from any annuity or life insurance policy; and (c) money derived from any benefit or subsidy program, including, but not limited to, any housing assistance programs, or any other form of housing assistance payment or credit whether or not paid or attributed directly to a landlord; public assistance; emergency rental assistance; veterans benefit; Social Security or other retirement program; supplemental security income; VA and FHA loans, and any other program administered by any federal, state, or local agency or nonprofit entity." The ordinance includes exceptions, such as "the person owning the dwelling does not own or have any interest in more than three dwellings within the City," and "Rooms or units in a dwelling containing living quarters occupied or intended to be occupied by no more

than four families living independently of each other, if the person owning the dwelling actually maintains and occupies one of such living quarters as his or her residence.”

The City of Hazel Park

Hazel Park also prohibits discriminatory practices based on source of income in the following: (1) leasing, selling, or otherwise making available any housing facility, (2) the terms, conditions, maintenance, or repair in providing any housing facility, (3) make, print, or publish any written or oral statement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on source of income or expressing any intent to make such preference or discrimination, (4) refusing to lend money for the purchase or repair of any real property to insure any real property solely because of the location in the City of Hazel Park, (5) promoting real estate transactions by representing that changes are occurring or will occur in an area with respect to any protected classification, (6) coerce, threaten, or retaliate against persons for making a complaint or assisting in the investigation regarding a violation or alleged violation. There are exceptions for religious organizations, refusal to enter a contract, and providing discounts on products or services to students, minors, veterans, and senior citizens. Violations are punishable by a civil infraction and a fine of up to \$500.

Right to Renew

The City of Ann Arbor

Ann Arbor has adopted a right-to-renew ordinance that requires landlords to make a good faith offer to renew a lease to a tenant 180 days prior to the end of their current lease unless the landlord can establish good cause not to renew to the current tenant. Therefore, Ann Arbor landlords will no longer be allowed to deny a tenant a lease renewal without cause and if they do, they will have to pay the tenant up to two times the current rent to cover the cost of relocating.

Right to Counsel

The right to an attorney is required for criminal matters, but not if a person is faced with eviction and becomes homeless. A tenant’s right to counsel provides housing stability, mitigates housing displacement, furthers the interest of justice, and protects our most vulnerable citizens such as the elderly, poor, and children.

The City of Detroit

Detroit has adopted an ordinance that ensures residents have a right to counsel in eviction cases. The legislation will pay for attorneys for low-income residents facing eviction, foreclosure, and legal issues related to land contracts. The Right to Counsel Initiative in Detroit will bridge the justice gap by providing legal representation to low-income persons facing eviction in Detroit.

Is it even legal?

Yes, the current Michigan law does not address source of income protections, the right to renew, or the right to counsel. Therefore, passing ordinances that provide those rights for tenants would

not contradict any current state law. In addition, there is no current pending litigation against the municipalities that have passed ordinances addressing the issue.

If so, what should we pass?

If the City of Birmingham wants to protect tenants and advance tenant rights, then it may consider passing ordinances, as the above municipalities have done, for source of income protections and for tenant's right to renew. The City of Birmingham may want to consider working with tenant rights activist groups. This would encourage those groups to assist with funding indigent persons who need to hire counsel to protect their legal interest in landlord-tenant issues.

The City Attorney's office will await direction from the City Commission to begin drafting ordinances that provide source of income protection and the right to renew.

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 66 – HUMAN RELATIONS, ARTICLE II. DISCRIMINATION, DIVISION 2. FAIR HOUSING

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 66. – Human Relations, Article II. Discrimination, Division 2. Fair Housing, shall read as follows:

DIVISION 2. FAIR HOUSING

Sec. 66-36. Purpose.

It is the intent of the City of Birmingham that no person engaging in a real estate transaction for housing shall engage in discriminatory practices by denying housing due to one's source of income, and every person shall be given rights in the lease renewal process.

Sec. 66-376. Definitions.

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

Discriminate in this section means to make a decision, offer to make a decision or refrain from making a decision based in whole or in part on person's or his or her relatives' or associates' source of income for rental. Discrimination includes the use of facially neutral practices that have an adverse impact based on source of income related to housing.

Handicap means a determinable physical or mental characteristic of an individual or a history of the characteristic which may result from disease, injury, congenital condition of birth, or functional disorder which characteristic is unrelated to the individual's ability to acquire, rent or maintain property.

Housing accommodations means improved or unimproved real property, or a part thereof, which is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence of one or more persons. Housing accommodations shall include unimproved real property located in any residentially zoned area of the ~~city~~City.

Housing facility means any dwelling unit or facility in which it is intended persons regularly sleep and keep personal belongings including, but not limited to, a house, apartment, rooming house, housing cooperative, hotel, motel, tourist home, retirement home or nursing home.

Owner means possessor of any interest in real property including the lessee, lessor, sublessee, sublessor, assignee, assignor, managing agent or other person having the right of ownership or possession or the right to sell, rent, transfer or lease any real property, housing accommodations or any interest therein.

Person includes one or more persons, corporations, partnerships, limited liability companies, associations, labor organizations, legal representatives, mutual companies, joint-stock companies,

trusts, unincorporated organizations, trustees, trustees in cases under title 11, receivers, and fiduciaries.

Real estate broker or salesperson means a person, whether licensed or not, who, for or with the expectation of receiving consideration:

- (1) Lists, sells, purchases, exchanges, rents or leases real property, housing accommodations, or an interest therein;
- (2) Negotiates or attempts to negotiate any listing, sale, purchase, exchange, rental or lease of real property, housing accommodations, or an interest therein;
- (3) Holds himself out as listing, selling, purchasing, exchanging, renting or leasing real property, housing accommodations, or an interest therein;
- (4) Negotiates or attempts to negotiate a loan secured or to be secured by a mortgage or other encumbrance on real property, housing accommodations, or an interest therein; or
- (5) Engages in the business of listing real property, housing accommodations, or an interest therein in publications.

Real estate broker or salesperson includes a person employed, acting as an independent contractor, or otherwise acting on behalf of a real estate broker or salesperson.

Real estate transaction means the sale, purchase, exchange, rental, lease, transfer, assignment or sublease of real property, housing accommodations, or an interest therein or the listing thereof for such purpose.

Real property means property used or zoned for residential purposes including a building, structure, mobile home, unimproved real estate, land, leasehold or an interest in a real estate cooperative or condominium.

Sexual orientation means male or female homosexuality, heterosexuality or bisexuality, by preference or practice.

Source of income, as used in this Chapter, refers to any lawful source of money paid directly to a person or family or indirectly on behalf of a person or family, including, but not limited to:

- (1) Money derived from any lawful profession or occupation;
- (2) Money derived from any contract, agreement, loan, or settlement; from any court order, such as court-ordered child support or alimony; from any gift or bequest; or from any annuity or life insurance policy; and
- (3) Money derived from any benefit or subsidy program, including, but not limited to, any housing assistance, such as Housing Choice Vouchers, Veterans Affairs Supportive Housing (VASH) Vouchers, or any other form of housing assistance payment or credit whether or not paid or attributed directly to a landlord; public assistance; emergency rental assistance; veterans benefit; Social Security or other retirement program; supplemental security income; VA and FHA loans, and any other program administered by any federal, state, or local agency or nonprofit entity.

Sec. 66-~~37~~38. Enforcement.

Any person claiming a violation of this ~~division~~Chapter shall make a written complaint to the ~~city-manager~~City Manager or his designee, setting forth therein the details, including location of property, names, dates, witnesses and other factual matter. All such complaints shall be verified by the claimant. Such complaints shall be filed with the ~~city-manager~~City Manager's office within 120 days after the alleged commission of the offense.

Sec. 66-~~38~~39. Investigation of complaints; efforts at conciliation.

- (a) Within 30 days after a complaint is reduced to writing, ~~and verified pursuant to section 66-37,~~ the ~~city-manager~~City Manager or his designee shall make a full investigation of the alleged violation.
- (b) After such investigation, or at the end of such 30-day period, whichever occurs first, the ~~city manager~~City Manager or his designee shall give written notice to the person accused of the violation and ~~he they~~ shall have 30 days during which the ~~city-manager~~City Manager or his designee shall attempt to resolve the matter by conciliation ~~and persuasion~~.
- (c) If the claimed violation cannot be resolved by the end of the 30-day conciliation period, the complaint shall be referred immediately to the ~~city~~City attorney ~~Attorney~~ for prosecution.

Sec. 66-~~39~~40. Exemption.

With respect to the age provision only, this ~~division~~Chapter shall not apply to the sale, rental or lease of housing accommodations meeting the requirements of federal, state or local housing programs for senior citizens or otherwise intended, advertised, designed or operated for the purpose of providing housing accommodations to persons 50 years or older.

Sec. 66-~~41~~9. Discrimination prohibited generally.

Except as otherwise provided in this ~~division~~Chapter, no person engaging in a real estate transaction concerning housing accommodations, and no real estate broker or salesperson, shall, wholly or partly for reasons of source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law:

- (1) Refuse to engage in a real estate transaction with a person;
- (2) Discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith;
- (3) Refuse to receive from a person or to transmit to a person a bona fide offer to engage in a real estate transaction;
- (4) Refuse to negotiate for a real estate transaction with a person;

- (5) Represent to a person that real property or an interest therein is not available for inspection, sale, rental or lease when in fact it is so available, or knowingly fail to bring a listing of real property to a person's attention, or refuse to permit a person to inspect real property;
- (6) Print, post, circulate, mail or otherwise cause to be published a statement, advertisement, notice or sign, or use a form of application for a real estate transaction, or make a record of inquiry in connection with a prospective real estate transaction, which indicates, directly or indirectly, an intent to make a preference, limitation, specification or discrimination with respect to source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law;
- (7) Offer, solicit, accept, use or retain a listing of real property with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith; or
- (8) Deny a person access to or membership or participation in multiple listing services, real estate broker's organizations or other real estate services.

Sec. 66-42. Discriminatory housing practices.

No person shall discriminate based on source of income in the following:

- (1) Leasing, selling or otherwise making available any housing facility.
- (2) The terms, conditions, maintenance, or repair in providing any housing facility.
- (3) Make, print, or publish, or cause to be made, printed, or published any written or oral notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on source of income or expressing any intent to make any such preference, limitation, or discrimination.
- (4) Refusing to lend money for the purchase or repair of any real property or insure any real property solely because the location in the City of such real property.
- (5) Promoting real estate transactions by representing that changes are occurring or will occur in any area with respect to any protected classification.
- (6) Coerce, threaten, or retaliate against a person for making a complaint or assisting in the investigation regarding a violation or alleged violation of this divisionsection, nor require, conspire with, assist or coerce another person to retaliate against a person for making a complaint or assisting in an investigation.

Sec. 66-~~41~~43. Discrimination by financial or insurance institutions.

- (a) Except as otherwise provided in this ~~division~~Chapter, a person to whom application is made for financial assistance or financing in connection with a real estate transaction or in connection with the insurance, construction, rehabilitation, repair, maintenance or improvement of real property, or an interest therein, which is utilized for housing accommodations, or a representative of such person shall not:

- (1) Discriminate against the applicant because of source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law; or
 - (2) Use a form of application for insurance or financial assistance or financing, or make or keep a record or inquiry in connection with an application for financial assistance or financing, which indicates, directly or indirectly, a preference, limitation, specification or discrimination based on source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law.
- (b) Subsection (a)(2) of this section shall not apply to a form of application for financial assistance prescribed for the use of a lender regulated as a mortgagee under the National Housing Act, as amended, being 12 U.S.C. 1701 to 1750(g), as amended, or by a regulation board or officer acting under the statutory authority of the state or the United States.
- (c) Nothing in this ~~division~~Chapter shall be deemed to prohibit an owner or lender, or his agent, from requiring that an applicant who seeks to buy, rent, lease or obtain financial assistance for housing accommodations supply information concerning the applicant's financial, business or employment status or other information designed solely to determine the applicant's credit worthiness, but not ~~concerning handicaps~~ for reasons contrary to the provisions or purposes of this ~~division~~Chapter.

Sec. 66-~~4244~~. Unlawful representations to induce transaction.

It shall be unlawful for a person, for the purpose of inducing a real estate transaction from which he may benefit financially, to represent that a change has occurred or will or may occur in the composition of an area with respect to the source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law, of the owners or occupants in the block, neighborhood or area in which the real property is located, or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located.

Sec. 66-~~4345~~. Property offered to public.

Nothing in this ~~division~~Chapter shall require an owner to offer property to the public at large before selling or renting it, nor shall this ~~division~~Chapter be deemed to prohibit owners from giving preference to prospective tenants or buyers for any reason other than source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law.

Sec. 66-~~4446~~. Related prohibitions.

- (a) No person shall provide false or substantially misleading information to any authorized person investigating a complaint regarding a violation of this ~~division~~Chapter, or sign a

complaint for a violation of this ~~division~~Chapter based upon false or substantially misleading information.

- (b) No person shall coerce, threaten or retaliate against any individual or organization for making a complaint or assisting in an investigation regarding a violation or alleged violation of this ~~division~~Chapter or require, request, conspire with, assist or coerce another person to retaliate against any individual or organization for making a complaint or assisting in any investigation pursuant to this ~~division~~Chapter.
- (c) No person shall conspire with, aid, assist, compel, coerce or request another person to discriminate in any manner prohibited by this ~~division~~Chapter.
- (d) No person shall attempt directly or indirectly to commit an act prohibited by this ~~division~~Chapter.

Sec. 66-47. Exceptions.

Notwithstanding anything contained in this Chapter, the following practices shall not be violations of this chapter.

- (1) For a religious organization or institution to restrict any of its facilities of housing or accommodations which are operated as a direct part of religious activities to persons and clergy of the denomination involved.
- (2) To refuse to enter a contract with a minor that is not emancipated.
- (3) To provide discounts to students, minors, veterans, and senior citizens.

Sec. 66-48. Penalties.

- (a) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00, plus all costs of the action. The 48th District Court may issue and enforce any judgment, writ, or order necessary to enforce this chapter.
- (b) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the prevention or correction of discrimination.

Sec. 66-49. Private actions for damages or injunctive relief.

- (a) To the extent allowed by law, a person who is the victim of discriminatory action in violation of this Chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this Chapter.
- (b) As used in subsection (a), "damages" means damages for injury or loss caused by each violation of this Chapter, including reasonable attorney fees, as the law allows.
- (c) Private actions and remedies under this section may be in addition to any actions for violations which the City may take.

Sec. 66-50. Right to Renew and Relocation Assistance

(1) Applicability

This Section shall apply to all housing accommodations otherwise subject to regulation of rents or evictions pursuant to state or federal law, to the extent that such state or federal law requires "good cause" for termination or non-renewal of such tenancies, including state laws protecting senior rights, EXCEPT: premises subject to federal, state, county, or city government restrictions regarding income, age, or rent (or the practical application of these restrictions) that are in conflict with this Section.

This Section shall only apply to leases entered into, renewed, or renegotiated after the effective date of this Section.

(2) Renewal of Lease

(a) Within 90 days, a landlord must notify each tenant, in writing, whether the lease will be renewed, and must do one of the following:

(i) If the landlord offers to renew the lease, such offer must be in writing and include the parties, term, address of premises, and the rent. The landlord must present a written lease renewal to the tenants for signature within 30 days of acceptance of the offer.

(ii) If the landlord claims good cause not to renew, the landlord shall notify each tenant in writing of the grounds for the good cause.

(b) If a landlord does not make a good-faith offer to renew a written lease for each tenant before the time period specified in subsection (a) of the current lease period, the landlord will be in violation of this Chapter, unless the landlord has "good cause" to not offer renewal.

(3) Good Cause

A landlord is exempted from non-renewal of a lease for any of the following circumstances:

(a) The tenant has not accepted the renewal offer in writing within the time specified in subsection (a).

(b) The tenants who accepted the renewal offer have not returned a signed lease to the landlord within ten days of receipt.

(c) The landlord can demonstrate a justification for not offering renewal that is in existence within the time renewal is to be offered, that would permit a termination of tenancy under the Summary Proceedings Act, MCL 600.5714 or PA 348 of 1972, MCL 554.601 et seq. Landlord and Tenant Relationship.

(d) The owner seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building. "Immediate family" includes the owner's domestic partner or spouse, parents, grandparents, children, siblings, as well as the siblings or parents of the owner's domestic partner or spouse.

(e) The owner will not rent the premises for the succeeding term.

(4) Remedies

(a) Civil Infractions. A violation of Subsection (2)(b) constitutes a civil infraction punishable by a fine of not less than \$500.00.

(b) Private Actions. To the extent allowed by law, a tenant who has been aggrieved by a violation of Subsection (2)(b) of this Section may bring a civil action for damages against the landlord. Private actions and remedies under this Section shall be in addition to any actions for violations which the City may take.

(c) The 48th District Court may issue, enforce any judgment, writ, or order necessary to enforce this Section.

(5) No Waiver

The provisions of this ordinance may not be waived by the parties to a rental agreement.

All other Sections of Chapter 66. – HUMAN RELATIONS, 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 _____, 2023 and that a summary was published _____, 2023.

Alexandria D. Bingham, City Clerk

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 66 – HUMAN RELATIONS, ARTICLE II. DISCRIMINATION, DIVISION 2. FAIR HOUSING

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 66. – Human Relations, Article II. Discrimination, Division 2. Fair Housing, shall read as follows:

DIVISION 2. FAIR HOUSING

Sec. 66-36. Purpose.

It is the intent of the City of Birmingham that no person engaging in a real estate transaction for housing shall engage in discriminatory practices by denying housing due to one's source of income, and every person shall be given rights in the lease renewal process.

Sec. 66-37. Definitions.

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

Discriminate in this section means to make a decision, offer to make a decision or refrain from making a decision based in whole or in part on person's or his or her relatives' or associates' source of income for rental. Discrimination includes the use of facially neutral practices that have an adverse impact based on source of income related to housing.

Handicap means a determinable physical or mental characteristic of an individual or a history of the characteristic which may result from disease, injury, congenital condition of birth, or functional disorder which characteristic is unrelated to the individual's ability to acquire, rent or maintain property.

Housing accommodations means improved or unimproved real property, or a part thereof, which is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence of one or more persons. Housing accommodations shall include unimproved real property located in any residentially zoned area of the City.

Housing facility means any dwelling unit or facility in which it is intended persons regularly sleep and keep personal belongings including, but not limited to, a house, apartment, rooming house, housing cooperative, hotel, motel, tourist home, retirement home or nursing home.

Owner means possessor of any interest in real property including the lessee, lessor, sublessee, sublessor, assignee, assignor, managing agent or other person having the right of ownership or possession or the right to sell, rent, transfer or lease any real property, housing accommodations or any interest therein.

Person includes one or more persons, corporations, partnerships, limited liability companies, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in cases under title 11, receivers, and fiduciaries.

Real estate broker or salesperson means a person, whether licensed or not, who, for or with the expectation of receiving consideration:

- (1) Lists, sells, purchases, exchanges, rents or leases real property, housing accommodations, or an interest therein;
- (2) Negotiates or attempts to negotiate any listing, sale, purchase, exchange, rental or lease of real property, housing accommodations, or an interest therein;
- (3) Holds himself out as listing, selling, purchasing, exchanging, renting or leasing real property, housing accommodations, or an interest therein;
- (4) Negotiates or attempts to negotiate a loan secured or to be secured by a mortgage or other encumbrance on real property, housing accommodations, or an interest therein; or
- (5) Engages in the business of listing real property, housing accommodations, or an interest therein in publications.

Real estate broker or salesperson includes a person employed, acting as an independent contractor, or otherwise acting on behalf of a real estate broker or salesperson.

Real estate transaction means the sale, purchase, exchange, rental, lease, transfer, assignment or sublease of real property, housing accommodations, or an interest therein or the listing thereof for such purpose.

Real property means property used or zoned for residential purposes including a building, structure, mobile home, unimproved real estate, land, leasehold or an interest in a real estate cooperative or condominium.

Sexual orientation means male or female homosexuality, heterosexuality or bisexuality, by preference or practice.

Source of income, as used in this Chapter, refers to any lawful source of money paid directly to a person or family or indirectly on behalf of a person or family, including, but not limited to:

- (1) Money derived from any lawful profession or occupation;
- (2) Money derived from any contract, agreement, loan, or settlement; from any court order, such as court-ordered child support or alimony; from any gift or bequest; or from any annuity or life insurance policy; and
- (3) Money derived from any benefit or subsidy program, including, but not limited to, any housing assistance, such as Housing Choice Vouchers, Veterans Affairs Supportive Housing (VASH) Vouchers, or any other form of housing assistance payment or credit whether or not paid or attributed directly to a landlord; public assistance; emergency rental assistance; veterans benefit; Social Security or other retirement program; supplemental security income; VA and FHA loans, and any other program administered by any federal, state, or local agency or nonprofit entity.

Sec. 66-38. Enforcement.

Any person claiming a violation of this Chapter shall make a written complaint to the City Manager or his designee, setting forth therein the details, including location of property, names,

dates, witnesses and other factual matter. All such complaints shall be verified by the claimant. Such complaints shall be filed with the City Manager's office within 120 days after the alleged commission of the offense.

Sec. 66-39. Investigation of complaints; efforts at conciliation.

- (a) Within 30 days after a complaint is reduced to writing, the City Manager or his designee shall make a full investigation of the alleged violation.
- (b) After such investigation, or at the end of such 30-day period, whichever occurs first, the City Manager or his designee shall give written notice to the person accused of the violation and they shall have 30 days during which the City Manager or his designee shall attempt to resolve the matter by conciliation.
- (c) If the claimed violation cannot be resolved by the end of the 30-day conciliation period, the complaint shall be referred immediately to the City Attorney for prosecution.

Sec. 66-40. Exemption.

With respect to the age provision only, this Chapter shall not apply to the sale, rental or lease of housing accommodations meeting the requirements of federal, state or local housing programs for senior citizens or otherwise intended, advertised, designed or operated for the purpose of providing housing accommodations to persons 50 years or older.

Sec. 66-41. Discrimination prohibited generally.

Except as otherwise provided in this Chapter, no person engaging in a real estate transaction concerning housing accommodations, and no real estate broker or salesperson, shall, wholly or partly for reasons of source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law:

- (1) Refuse to engage in a real estate transaction with a person;
- (2) Discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith;
- (3) Refuse to receive from a person or to transmit to a person a bona fide offer to engage in a real estate transaction;
- (4) Refuse to negotiate for a real estate transaction with a person;
- (5) Represent to a person that real property or an interest therein is not available for inspection, sale, rental or lease when in fact it is so available, or knowingly fail to bring a listing of real property to a person's attention, or refuse to permit a person to inspect real property;
- (6) Print, post, circulate, mail or otherwise cause to be published a statement, advertisement, notice or sign, or use a form of application for a real estate transaction, or make a record of inquiry in connection with a prospective real estate transaction,

- which indicates, directly or indirectly, an intent to make a preference, limitation, specification or discrimination with respect to source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law;
- (7) Offer, solicit, accept, use or retain a listing of real property with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith; or
 - (8) Deny a person access to or membership or participation in multiple listing services, real estate broker's organizations or other real estate services.

Sec. 66-42. Discriminatory housing practices.

No person shall discriminate based on source of income in the following:

- (1) Leasing, selling or otherwise making available any housing facility.
- (2) The terms, conditions, maintenance, or repair in providing any housing facility.
- (3) Make, print, or publish, or cause to be made, printed, or published any written or oral notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on source of income or expressing any intent to make any such preference, limitation, or discrimination.
- (4) Refusing to lend money for the purchase or repair of any real property or insure any real property solely because the location in the City of such real property.
- (5) Promoting real estate transactions by representing that changes are occurring or will occur in any area with respect to any protected classification.
- (6) Coerce, threaten, or retaliate against a person for making a complaint or assisting in the investigation regarding a violation or alleged violation of this section, nor require, conspire with, assist or coerce another person to retaliate against a person for making a complaint or assisting in an investigation.

Sec. 66-43. Discrimination by financial or insurance institutions.

- (a) Except as otherwise provided in this Chapter, a person to whom application is made for financial assistance or financing in connection with a real estate transaction or in connection with the insurance, construction, rehabilitation, repair, maintenance or improvement of real property, or an interest therein, which is utilized for housing accommodations, or a representative of such person shall not:
 - (1) Discriminate against the applicant because of source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law; or
 - (2) Use a form of application for insurance or financial assistance or financing, or make or keep a record or inquiry in connection with an application for financial assistance or financing, which indicates, directly or indirectly, a preference, limitation, specification or discrimination based on source of income, religion, race, color, sex, marital status,

age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law.

- (b) Subsection (a)(2) of this section shall not apply to a form of application for financial assistance prescribed for the use of a lender regulated as a mortgagee under the National Housing Act, as amended, being 12 U.S.C. 1701 to 1750(g), as amended, or by a regulation board or officer acting under the statutory authority of the state or the United States.
- (c) Nothing in this Chapter shall be deemed to prohibit an owner or lender, or his agent, from requiring that an applicant who seeks to buy, rent, lease or obtain financial assistance for housing accommodations supply information concerning the applicant's financial, business or employment status or other information designed solely to determine the applicant's credit worthiness, but not for reasons contrary to the provisions or purposes of this Chapter.

Sec. 66-44. Unlawful representations to induce transaction.

It shall be unlawful for a person, for the purpose of inducing a real estate transaction from which he may benefit financially, to represent that a change has occurred or will or may occur in the composition of an area with respect to the source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law, of the owners or occupants in the block, neighborhood or area in which the real property is located, or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located.

Sec. 66-45. Property offered to public.

Nothing in this Chapter shall require an owner to offer property to the public at large before selling or renting it, nor shall this Chapter be deemed to prohibit owners from giving preference to prospective tenants or buyers for any reason other than source of income, religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law.

Sec. 66-46. Related prohibitions.

- (a) No person shall provide false or substantially misleading information to any authorized person investigating a complaint regarding a violation of this Chapter, or sign a complaint for a violation of this Chapter based upon false or substantially misleading information.
- (b) No person shall coerce, threaten or retaliate against any individual or organization for making a complaint or assisting in an investigation regarding a violation or alleged violation of this Chapter or require, request, conspire with, assist or coerce another person to retaliate against any individual or organization for making a complaint or assisting in any investigation pursuant to this Chapter.
- (c) No person shall conspire with, aid, assist, compel, coerce or request another person to discriminate in any manner prohibited by this Chapter.

- (d) No person shall attempt directly or indirectly to commit an act prohibited by this Chapter.

Sec. 66-47. Exceptions.

Notwithstanding anything contained in this Chapter, the following practices shall not be violations of this chapter.

- (1) For a religious organization or institution to restrict any of its facilities of housing or accommodations which are operated as a direct part of religious activities to persons and clergy of the denomination involved.
- (2) To refuse to enter a contract with a minor that is not emancipated.
- (3) To provide discounts to students, minors, veterans, and senior citizens.

Sec. 66-48. Penalties.

- (a) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00, plus all costs of the action. The 48th District Court may issue and enforce any judgment, writ, or order necessary to enforce this chapter.
- (b) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the prevention or correction of discrimination.

Sec. 66-49. Private actions for damages or injunctive relief.

- (a) To the extent allowed by law, a person who is the victim of discriminatory action in violation of this Chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this Chapter.
- (b) As used in subsection (a), "damages" means damages for injury or loss caused by each violation of this Chapter, including reasonable attorney fees, as the law allows.
- (c) Private actions and remedies under this section may be in addition to any actions for violations which the City may take.

Sec. 66-50. Right to Renew and Relocation Assistance

(1) Applicability

This Section shall apply to all housing accommodations otherwise subject to regulation of rents or evictions pursuant to state or federal law, to the extent that such state or federal law requires "good cause" for termination or non-renewal of such tenancies, including state laws protecting senior rights, EXCEPT: premises subject to federal, state, county, or city government restrictions regarding income, age, or rent (or the practical application of these restrictions) that are in conflict with this Section.

This Section shall only apply to leases entered into, renewed, or renegotiated after the effective date of this Section.

(2) Renewal of Lease

- (a) Within 90 days, a landlord must notify each tenant, in writing, whether the lease will be renewed, and must do one of the following:
 - (i) If the landlord offers to renew the lease, such offer must be in writing and include the parties, term, address of premises, and the rent. The landlord must present a written lease renewal to the tenants for signature within 30 days of acceptance of the offer.
 - (ii) If the landlord claims good cause not to renew, the landlord shall notify each tenant in writing of the grounds for the good cause.
- (b) If a landlord does not make a good-faith offer to renew a written lease for each tenant before the time period specified in subsection (a) of the current lease period, the landlord will be in violation of this Chapter, unless the landlord has "good cause" to not offer renewal.

(3) Good Cause

A landlord is exempted from non-renewal of a lease for any of the following circumstances:

- (a) The tenant has not accepted the renewal offer in writing within the time specified in subsection (a).
- (b) The tenants who accepted the renewal offer have not returned a signed lease to the landlord within ten days of receipt.
- (c) The landlord can demonstrate a justification for not offering renewal that is in existence within the time renewal is to be offered, that would permit a termination of tenancy under the Summary Proceedings Act, MCL 600.5714 or PA 348 of 1972, MCL 554.601 et seq. Landlord and Tenant Relationship.
- (d) The owner seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building. "Immediate family" includes the owner's domestic partner or spouse, parents, grandparents, children, siblings, as well as the siblings or parents of the owner's domestic partner or spouse.
- (e) The owner will not rent the premises for the succeeding term.

(4) Remedies

(a) Civil Infractions. A violation of Subsection (2)(b) constitutes a civil infraction punishable by a fine of not less than \$500.00.

(b) Private Actions. To the extent allowed by law, a tenant who has been aggrieved by a violation of Subsection (2)(b) of this Section may bring a civil action for damages against the landlord. Private actions and remedies under this Section shall be in addition to any actions for violations which the City may take.

(c) The 48th District Court may issue, enforce any judgment, writ, or order necessary to enforce this Section.

(5) No Waiver

The provisions of this ordinance may not be waived by the parties to a rental agreement.

All other Sections of Chapter 66. – HUMAN RELATIONS, 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 _____, 2023 and that a summary was published _____, 2023.

Alexandria D. Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: January 23rd, 2023

TO: Thomas M. Markus, City Manager

FROM: Leah Blizinski, City Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Climate Emergency Declaration and Ad Hoc Environmental Sustainability Committee Establishing Resolution

INTRODUCTION:

Over the last several years, the City of Birmingham has integrated several practices and policies to respond to the growing concern of our climate crisis. Responding to the climate crisis requires a variety of approaches which include ways to reduce or prevent greenhouse gas emissions (GHG). Efforts to avoid or reduce the severity of the effects of climate change are known as 'mitigation,' while the ability to prepare and respond to hazardous events caused by climate change are referred to as 'resilience'.

BACKGROUND:

On June 27th, 2022 ([Agenda](#) – [Minutes](#)), the City Commission unanimously passed a resolution directing staff to bring back a proposed resolution for creating a Sustainability Board. Since then, Planning staff have met with Royal Oak city staff and appointed sustainability board members to discuss sustainability efforts in both cities and opportunities for collaboration. Most recently, Birmingham Planning Division staff have begun facilitating weekly interdepartmental 'Sustainability Check-in' meetings to touch base and regularly exchange information on sustainability efforts taking place across all City departments.

On January 21st, 2023 ([Agenda](#)), at the Long Range Planning meeting, Planning Division staff presented on an initial strategy of short to long-term actions (1-5) years to formalize a commitment to sustainability, set goals, develop a sustainability action plan and make progress towards achieving the City's goals for a healthier, more sustainable environment.

Neighboring communities have been achieving success in sustainability and climate action efforts with increasing momentum in recent years. Many of them kicking off an aggressive Sustainability and Climate Action Planning effort with a resolution acknowledging the climate emergency and

committing to immediate action to attempt to mitigate the effects. The following graphic outlines more specifically what local cities have been doing:



The current draft of the Birmingham Plan 2040 comprehensive master plan contains a chapter on advancing sustainability practices with a key action recommendation to "establish a Sustainability Board to oversee the recommendations of this plan section and other future sustainability initiatives" among other sustainability goals.

Additionally, the City's strategic goals adopted in November of 2022 include environmental sustainability as a top tier goal. The environmental sustainability category of the strategic goals includes a recommendation to "create a sustainability board to review projects, investigate funding opportunities, and offer public education opportunities." The goal also emphasizes the importance of "instituting policies and practices that protect the natural environment and reduce extreme weather impacts on the community."

At this time, the creation of an Ad Hoc Environmental Sustainability Committee ("ESC") is intended to jumpstart sustainability planning in the City and act as a sounding board for formulating the City's goals and objectives as it relates to a formal sustainability plan. The work of the ESC will include a greenhouse gas emissions inventory to set a baseline and develop greenhouse gas emission reduction targets for 2030 and 2050 and the creation of a sustainability plan over a period of 18 months. As noted during Long Range Planning, once the ESC develops the sustainability plan and further defines its role in the City, it should then be codified into the City Code as a regular board/commission. The composition of both the ESC and a future formal sustainability board/commission will draw from the high caliber and diverse knowledge base in Birmingham which includes professionals working in the fields of electric vehicles, watershed management, engineering, construction, and the like.

LEGAL REVIEW:

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

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

PUBLIC COMMUNICATIONS:

There are no public communications required for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission consider adopting a resolution to declare a climate emergency, establish the Ad Hoc Environmental Sustainability Committee, and direct Planning Staff to facilitate the immediate development of a greenhouse gas emissions inventory to set a baseline and develop greenhouse gas emission reduction targets for 2030 and 2050.

ATTACHMENTS:

Please see attached the following documents:

- Climate Emergency Declaration and Environmental Sustainability Board Establishing Resolution
- Exhibit A – Ad Hoc Environmental Sustainability Committee

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to declare a climate emergency, establish the Ad Hoc Environmental Sustainability Committee, and direct Planning Staff to facilitate the immediate development of a greenhouse gas emissions inventory to set a baseline and develop greenhouse gas emission reduction targets for 2030 and 2050.

RESOLUTION
**CLIMATE EMERGENCY DECLARATION AND ESTABLISHMENT OF
AD HOC ENVIRONMENTAL SUSTAINABILITY COMMITTEE**

WHEREAS, The City of Birmingham desires to protect and enhance the quality of life for all those who live, work, learn and play in our community, as well as for future generations;

WHEREAS, Consensus exists among the world's climate scientists that climate change, caused by emissions of greenhouse gases (GHG) from human activities, is among the most significant problems facing the world today;

WHEREAS, Global annually averaged surface air temperature has increased by about 1.8°F (1.0°C) over the last 115 years (1901–2016) as cited in the U.S. Global Change Research Program's 2017 Climate Science Special Report;

WHEREAS, The last seven years were the warmest years on record for the globe, the last few years have also seen record-breaking, climate-related weather extremes, and continued decline in arctic sea ice. These trends are expected to continue in the future;

WHEREAS, Southeast Michigan's annually averaged surface air temperature has increased by 2.2°F (1.2°C) from the 30-year period 1960-1989 to the 30-year period 1990-2019 and annually averaged precipitation has increased by 2.4 inches, an increase of seven-percent, over the same two 30 year periods;

WHEREAS, Without substantial and sustained global mitigation and regional adaptation efforts, climate change is expected to cause increasing losses to American infrastructure, agriculture, ecosystems, and property and impede the rate of economic growth over this century;

WHEREAS, Impacts from climate change on extreme weather and climate-related events, air quality, and the transmission of disease through insects and pests, food, and water increasingly threaten the health and well-being of the American people, particularly populations that are already vulnerable;

WHEREAS, The quality and quantity of water available for use by people and ecosystems across the country are being affected by climate change, increasing risks and costs to agriculture, energy production, industry, recreation, and the environment;

WHEREAS, Members of our community and others are already feeling the local effects of climate change through higher frequency of high heat days, more extreme precipitation and flooding events, and greater length of droughts and heat waves that affect our economy and way of life;

WHEREAS, Other Michigan cities including Ferndale, Royal Oak, Kalamazoo and Ann Arbor as well as Kalamazoo, Washtenaw, and Oakland Counties have already passed climate emergency resolutions because of the same concerns;

WHEREAS, The City of Birmingham has committed to prioritizing environmental sustainability through its strategic goals and other formal planning documents;

NOW, THEREFORE, BE IT RESOLVED, The City Commission acknowledges that a climate emergency threatens our city, region, state, nation, civilization, and the natural world;

BE IT FURTHER RESOLVED, The City Commission directs City Staff to facilitate the immediate development of an Ad Hoc Environmental Sustainability Committee as outlined in Exhibit A (attached), to complete the assigned tasks over a period of 18 months;

BE IT FURTHER RESOLVED, The City Commission commits to a citywide climate action effort to reduce municipal and community GHG emissions through energy waste reduction and other initiatives;

BE IT FURTHER RESOLVED, The City Commission directs City Staff to facilitate the immediate development of a GHG emissions inventory to set a baseline and create a sustainability and climate action plan;

BE IT FURTHER RESOLVED, The City Commission directs the Planning Division to facilitate, in collaboration with other departments, the Ad Hoc Environmental Sustainability Committee, and other essential stakeholders, the development of GHG emission reduction targets for 2030 and 2050, after the GHG inventory baseline is set. These reduction targets will guide the City's climate action goals within the sustainability and climate action plan;

BE IT FURTHER RESOLVED, The City of Birmingham is further committed to sharing experiences and best practices with other communities;

BE IT FURTHER RESOLVED, Birmingham will engage with local partners to collaborate with the community about the urgent need for climate action in order to help inspire and encourage individual climate action efforts at the local, state, national, and global levels to provide maximum protection for all people and species of the world.

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 January 23rd, 2023.

Alexandria Bingham
City Clerk

EXHIBIT A – AD HOC ENVIRONMENTAL SUSTAINABILITY COMMITTEE



AD HOC ENVIRONMENTAL SUSTAINABILITY COMMITTEE

Terms: 18 months

Members: Members are appointed by the City Commission. A majority of the members shall have a clearly demonstrated knowledge of environmental sustainability. When available, preferred qualifications/areas of professional expertise include: energy, equity, civil/construction engineering, water quality, environmental engineering/consulting/law, recycling and solid waste. Staff from the Managers Office, Department of Public Services, Engineering and Planning Departments will serve as ex-officio members of the committee.

Duties: The function of the Ad Hoc Environmental Sustainability Committee (ESC) is to jumpstart sustainability planning in the City of Birmingham by helping to formulate the City's goals and objectives as it relates to a sustainability and climate action plan. The work of the ESC will include a greenhouse gas emissions inventory to set a baseline and develop greenhouse gas emission reduction targets for 2030 and 2050, as well as to oversee the creation of a sustainability and climate action plan.

Sample roster:

Committee Member	Preferred Expertise/Role	Term Expires
Regular Member	Energy	July 2024
Regular Member	Energy/Electric Vehicles	July 2024
Regular Member	Buildings/Construction	July 2024
Regular Member	Buildings/Construction	July 2024
Regular Member	Water/Stormwater	July 2024
Regular Member	Water/Stormwater	July 2024
Regular Member	Waste	July 2024
Regular Member	Environmental Law/Consulting	July 2024
Regular Member	Resident at Large/Miscellaneous	July 2024



MEMORANDUM

Planning Division

DATE: January 23, 2023

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Wayfinding Update RFP

INTRODUCTION:

Wayfinding and signage design programs establish a vision and long-range set of general guidelines for the community's current and future signage needs. Wayfinding programs serve an important directional function, but also play an integral role in identifying key points of interest. In a vibrant urban environment like Birmingham, clear and consistent wayfinding and signage is essential for residents and visitors alike.

BACKGROUND:

The City of Birmingham adopted a Citywide Wayfinding and Signage Design Program in 2004 that provided a review of placement/need, detailed graphic guidelines (typography, symbology etc.), and an outline of different sign types and their respective uses. As a result of the 2004 Wayfinding Program, the City placed four gateway signs at primary gateways on Maple and Woodward Ave. In the spring of 2022, the northern gateway sign was damaged due to a vehicular collision and was subsequently removed.

Prior to the sign being damaged, the City had begun to explore a number of new wayfinding and branding projects including a gateway sign in the greenspace along S. Old Woodward at Haynes, as well as a new City logo. The concept of an Ad Hoc Wayfinding and Gateways Signage Committee (the "Committee") was introduced to the City Commission on December 6, 2021 ([Agenda](#) – [Minutes](#)) and was subsequently enacted as a function of the Birmingham Shopping District. Over time, the Committee evolved to not only recommend the adoption of a new logo, but also to address wayfinding signage and other branding in the City as a whole.

As a first major step, the Committee reviewed the existing 2004 Wayfinding Program and determined that it was in need of an update. A Request for Proposals was released in September 2022. On November 14, 2022 ([Agenda](#) – [Minutes](#)), the Committee reviewed and evaluated the five responses received.

On December 21, 2022 ([Agenda](#) – [Minutes](#)), the Committee interviewed teams from the top two respondents (Corbin Design and KMA) and engaged in discussions on the merits of each proposal.

On January 9, 2023 ([Agenda](#)), the Committee moved to recommend that the City Commission select Corbin Design to help the city update its existing Citywide Wayfinding and Signage Design Program. The consensus of the Committee was that Corbin Design provided references and project experience that were more relevant and applicable to the City of Birmingham. In addition, Corbin Design demonstrated a proficiency in the nuances of signage and wayfinding, an attention to detail, and an up-to-date design capability that could include sustainable approaches and technological innovations.

LEGAL REVIEW:

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

FISCAL IMPACT:

The Planning Division budgeted \$50,000 in fiscal year 2022-2023 in account #101.0-701.000-811.0000 (Other Contractual Service). A summary of the Cost Proposals for each RFP response can be found in the table below (listed in ranked order based on the evaluations performed by the Committee):

Contractor	Cost Proposal	w/ Additional Bid Items
Corbin Design	\$58,550	-
KMA	\$19,450	\$30,950
fd2s	\$65,000	\$71,250
Guide Studio	\$72,000	-
Selbert-Perkins Design	\$74,500	-

With the recommended contractor, a budget amendment is recommended for an additional \$8,550 upon approval by the City Commission.

PUBLIC COMMUNICATIONS:

There are no public communications required for this agenda item. As noted above, the RFP's were reviewed at several public meetings of the Wayfinding and Gateway Signage Committee, with all agendas available online.

SUMMARY:

The Planning Division requests that the City Commission approve an agreement with Corbin Design to provide services to update the existing Citywide Wayfinding and Signage Design Program.

ATTACHMENTS:

Please see the following attached documents:

- Agreement for Wayfinding/Signage Program Updates
- Wayfinding/Signage Program Update RFP Response – Corbin Design, Inc.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an agreement with Corbin Design for design services in the amount not to exceed \$58,550 from account # 101.0-701.000-811.0000. In addition,

to authorize the Mayor and City Clerk to sign the agreement on behalf of the City and further, to approve the appropriations and amendment to the General Fund budget as follows:

Revenues:

Draw from Fund Balance	101.0-000.000-401.0000	\$8,550
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Expenses:

Planning – Other Contractual Services	101.0-701.000-811.0000	\$8,550
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AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

This AGREEMENT, made this 16th day of January, 2023, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter called "City"), and CORBIN DESIGN, INC., having its principal office at 415 S. UNION, SECOND FLOOR, TRAVERSE CITY, MI 49684 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham has heretofore advertised for bids for the procurement and performance of services required to perform design services to provide wayfinding/signage program updates, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to create an updated wayfinding/signage plan;

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide wayfinding/signage program updates and the Contractor's cost proposal dated OCTOBER 28, 2022 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (Attachment A). If any of the documents are in conflict with one another, this Agreement shall take precedence.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$58,550, as set forth in the Contractor's OCTOBER 27, 2022 cost proposal to perform the scope of work as contained in the RFP (Attachment A).
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as

specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - a. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$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 Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 - c. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
 - e. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
 - f. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-

Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

- g. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv. Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - v. If so requested, Certified Copies of all policies mentioned above will be furnished.
 - h. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
 - i. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested

in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham

Attn: Nicholas Dupuis
151 Martin St.
Birmingham, MI 48009
(248)-530-1856

CONTRACTOR

Corbin Design, Inc.
Attn: Shelley Steele, President
415 S Union, 2nd Floor
Traverse City, MI 49684

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

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

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

CONTRACTOR

By: Shelley Steele

Its: President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss:

On this 11th day of January, 2023, before me personally appeared Shelley Steele, who acknowledged that with authority on behalf of Corbin Design to do so he/she signed this Agreement.

Deborah Platte-Lortz
Notary Public
Grand Traverse County, Michigan
Acting in Grand Traverse County, Michigan
My commission expires: 10/16/2026

CITY OF BIRMINGHAM

By: _____
Therese Longe

By: _____
Alexandria Bingham

Its: _____ Its: _____

APPROVED

Nicholas Dupuis
Nicholas Dupuis, Planning Director
(Approved as to Substance)

Kimberly Wickenhauser
Mark Gerber, Director of Finance
(Approved as to Financial Obligation)

Kimberly Wickenhauser, Assistant Finance Director

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ford Insurance Agency 920 S Garfield Ave PO Box 6119 Traverse City MI 49696-6119	CONTACT NAME: Andy Nelson PHONE (A/C, No, Ext): (231) 941-0450 E-MAIL ADDRESS: anelson@fordinsurance.net FAX (A/C, No): (231) 941-4085																					
INSURED Corbin Design Inc 415 S Union St Fl 2Nd Second Floor Traverse City MI 49684-2536	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Home Owners Insurance Co</td><td>26638</td></tr><tr><td>INSURER B:</td><td>Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C:</td><td>Burns & Wilcox, Ltd.</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Home Owners Insurance Co	26638	INSURER B:	Auto-Owners Insurance Company	18988	INSURER C:	Burns & Wilcox, Ltd.		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL224611161**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																						
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		5379299700	04/13/2022	04/13/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 2,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000	Employee Benefits	\$ 2,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		N/A	A106551095	04/13/2022	04/13/2023	<table><tr><td>☒ PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														
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C	Professional Liability			BO621PCORB001120	04/13/2022	04/13/2023	<table><tr><td>Each Occurrence</td><td>1,000,000</td></tr><tr><td>General Aggregate</td><td>2,000,000</td></tr></table>	Each Occurrence	1,000,000	General Aggregate	2,000,000																		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Birmingham, MI including all elected and appointed officials, all employee and volunteers, all boards, commissions, and or authorities and board members including employees and volunteers thereof.
A 30 day notice of cancellation applies in favor of the City of Birmingham, MI etc for the lines above.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham, Michigan Attn: Nicholas Dupuis
151 Martin St
Birmingham MI 48009

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

AUTHORIZED REPRESENTATIVE

ATTACHMENT A



REQUEST FOR PROPOSALS FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

Sealed proposals endorsed "**WAYFINDING/SIGNAGE PROGRAM UPDATES**", will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until **Friday, October 28, 2022 at 3:00 PM** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from design professionals to help the city update its existing Citywide Wayfinding and Signage Design Program. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham Community Development Department, 151 Martin St., Birmingham, Michigan.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:

Deadline for Submissions:

Contact Person:

Friday September 16, 2022

Friday October 28, 2022, 3:00 PM

Nicholas J. Dupuis, Planning Director

151 Martin Street

Birmingham, MI 48009

Phone: 248-530-1856

Email: ndupuis@bhamgov.org



**REQUEST FOR PROPOSALS
FOR WAYFINDING/SIGNAGE PROGRAM UPDATES**

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INTRODUCTION

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private consulting firm or firms will hereby be referred to as "Contractor."

The City of Birmingham is seeking the services of a design professional to work with members of its Community Development Department, Birmingham Shopping District, Communications Department and residents to update an existing wayfinding/signage program for the entire City. The purpose of this RFP is to request sealed bid proposals from qualified candidates. The bid shall include presentation of qualifications, capabilities, and costs for providing a design services in accordance with the following objectives:

1. Evaluate and update the Citywide Wayfinding and Signage Design Program (2004); and
2. Review recommendations within the City's various master plans including (but not limited to) the Parks and Recreation Master Plan, Triangle District Urban Design Plan, Eton Road Corridor Plan, and The Birmingham Plan 2040 for inclusion in new document.

The goal of this project is to integrate all municipal signage into a cohesive, user-friendly program that will provide fresh and consistent wayfinding for the City of Birmingham. Several different municipal operations and initiatives will need to be incorporated into the plan including, but not limited to:

- New city logo design
- Parking system signage
- Birmingham Shopping District
- City parks
- Gateway signage
- Birmingham Museum
- Baldwin Public Library
- Historic Districts
- Public Art

It is anticipated that the selection of a firm will be completed by December 2022. An agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

SCOPE OF WORK

The selected Contractor will work with the City to update the citywide wayfinding and signage design program and provide the City with a new, official guide for all City wayfinding signage. The scope of services is as follows:

1. Review related documents and master plans.

2. Review City Style Guide and other publications to create cohesive design.
3. Recommend changes to typography, symbology and other graphics.
4. Provide specific recommendations for updated locations.
5. Develop a system maintenance program.
6. Provide recommendations on new technology.
7. Provide a timeline for project implementation, including costs and potential funding sources.

This outline is not necessarily all-inclusive and the Contractor shall include in the proposal any other tasks and services deemed necessary to satisfactorily complete the project. Additional meetings with both the Planning Board, Design Review Board and City Commission may be requested as needed.

DELIVERABLES

Deliverable #1 – A first draft of a proposal for an updated Citywide Wayfinding and Signage Design Program for review by the Wayfinding and Gateway Signage Committee.

- One (1) electronic PDF version of the document.

Deliverable #2 – A second draft of a proposal for an updated Citywide Wayfinding and Signage Design Program for review by the Wayfinding and Gateway Signage Committee.

- One (1) electronic PDF version of the document.

Deliverable #2 – A complete final draft with proposed updates and recommendations for signage across the City.

- One (1) electronic PDF version of final document.
- Ten (10) bound hard-copy sets of the final document.

TIME SCHEDULE AND COST PROPOSAL

All proposals must include a proposed time schedule for completion of the report and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required.

The Contractor shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

All work is anticipated to be completed prior to December 2023.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Friday October 28, 2022, 3:00 PM** to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) electronic copy and one (1) hard copy of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**WAYFINDING/SIGNAGE PROGRAM UPDATES**". Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Respondents may submit more than one proposal provided each proposal meets the functional requirements.

SUBMISSION REQUIREMENTS

All proposals that wish to be considered must contain the following:

1. Cover Letter;
2. Qualifications of the Contractor and of the key employees that will be involved in the project. The project team should include each of the following skill sets:
 - a. Experience with the preparation of design plans;
 - b. Mastery of graphic design; and
 - c. Understanding of wayfinding and signage.
3. Details of Contractor(s) experience with the preparation of wayfinding design plans, including references from at least two relevant communities where such guidelines have been completed. (Portions of sample plans prepared by the Contractor should be submitted with the proposal, up to a maximum of twenty-five (25) pages);
4. List of sub-contractors and their qualifications, if applicable;
5. Overview of the scope of work to be completed, broken down into the following separate components:
 - a. Review of related documents and master plans.
 - b. Review of City Style Guide and other publications to create cohesive design.
 - c. Recommendations for changes to typography, symbology and other graphics.
 - d. Providing specific recommendations for updated locations.
 - e. Developing a system maintenance program.
 - f. Providing recommendations on new technology.
 - g. Providing a timeline for project implementation, including costs and potential funding sources.
6. Project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available

according to the proposed timeline and an understanding of the anticipated project completion timeline;

7. Agreement (Attachment A – **only if selected by the City**)
8. Bidders Agreement (Attachment B);
9. Cost Proposal (Attachment C);
10. Iran Sanctions Act Vendor Certification (Attachment D); and

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered via email to Nicholas Dupuis at ndupuis@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. Email requests must contain in their subject line "Request for Clarification". All inquiries received will be answered and posted on MITN at least 3 days prior to the RFP submission due date.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder, and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in their proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number (if applicable). The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.
- Experience of the Contractor with similar projects.
- Content of Proposal.
- Cost of Services.
- Timeline and Schedule for Completion.
- References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.

8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to review and approve any work performed by the Contractor.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

ANTICIPATED PROJECT TIMELINE

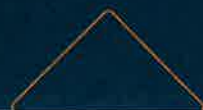
Evaluate Respondents	November/December 2022
Award Contract	February 2023
Project Kick-Off Meeting	March 2023
First Draft Due	June 2023
Second Draft Due	September 2023
Final Draft of Plan Completed	December 2023

All work is anticipated to be completed prior to December 2023. The final project schedule will be developed in conjunction with the City and the contractor upon contract award.



CORBIN DESIGN

People get lost. We fix that.®





PROPOSAL FOR SERVICES

City of Birmingham, Michigan

Wayfinding/Signage Program Updates

Submittal Date: October 28, 2022



People get lost. We fix that.®

SUBMITTED BY:

Shelley Steele, President

Corbin Design

415 S Union, Second Floor
Traverse City, MI 49684

Telephone	(231) 947-1236
Email	shelley@corbindesign.com
Website	www.corbindesign.com



1. Cover Letter

Nicholas J. Dupuis, Planning Director
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Nicholas, thank you for considering our team for this project. Corbin Design, Inc. (Corbin Design) understands that the City of Birmingham (the City) is seeking a qualified wayfinding design consultant to update the existing Citywide Wayfinding and Signage Program for your 4.8 square mile city.

Over the past 46 years, Corbin Design has earned a reputation as one of the most experienced firms in the field of wayfinding and signage design. We're proud to say that we've developed wayfinding systems for 100 cities, 170 hospital campuses, and 50 educational campuses. Our Michigan experience includes Ann Arbor, Battle Creek, Bay City, Berkley, Chelsea, East Lansing, Frankenmuth, Grand Rapids, Harbor Springs, Holland, Howell, Kalamazoo, Downtown Lansing, Mackinaw City, Meridian Township, Mount Clemens, Petoskey, Downtown Rochester, Saline, Sault Ste. Marie, and our hometown of Downtown Traverse City. Each of these projects reflects our clients' unique brand attributes while improving visitor experiences.

This proposal includes: the qualifications and experience of our firm and key staff members proposed for the project; references from similar projects to contact regarding our past performance; links to sample wayfinding plans; the process our team of professionals proposes to accomplish each task; and project examples.

Our wayfinding programs are designed to complement your environment and mesh with other design disciplines such as architecture, streetscape design, and brand communications to create a strong first impression, boost visitor satisfaction and, ultimately, improve the City's tourism business by encouraging exploring, longer stays, and return visits.

We welcome the opportunity to discuss this project further with you and your team. Please let me know if you have any questions or need additional information.

Best regards,



Shelley Steele, President

2. Firm and Proposed Team Qualifications



Professional Affiliations / Memberships:

The ESOP Association

The Forum for Healthcare Strategists

International Downtown Association

National Main Street Center

Project Management Institute

Society for College and University Planning

Society for Experiential Graphic Design

Society for Healthcare Strategy and Market Development

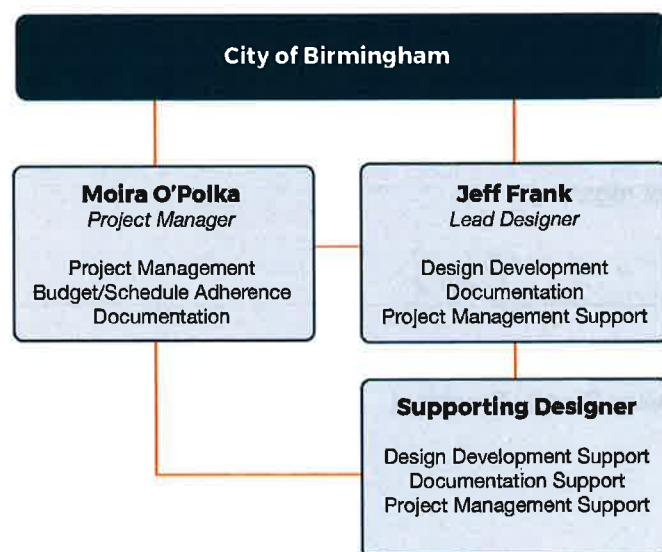
Corbin Design was established in Traverse City, Michigan in 1976. Since then, we have earned a reputation as a leader in wayfinding and environmental graphic design throughout North America. Our wayfinding clients include 100 cities and towns, 170 medical centers, and 50 colleges and universities.

We employ ten people, including five designers and three project managers. In 2002, we became employee-owned, giving each staff member an increased stake in the success of our firm and its clients.

Our Mission Statement is "To design intuitive wayfinding systems that guide users through complex environments." We define wayfinding simply as direction for people in motion. In this discipline, we merge information and visual design to help people find their way through complex environments more comfortably and more successfully. By tying the wayfinding logic to all forms of communication that a visitor experiences as they come into contact with your city or town, we assure a consistent, seamless journey.

The proposed team members have been selected for your project due to their extensive experience with civic wayfinding projects and their availability to start and complete your project within the proposed timeline.

Maira O'Polka and Jeff Frank have worked together on the majority of our recent civic wayfinding projects and have almost 35 years of combined wayfinding experience. They will be assisted by one of our supporting designers. Their roles are defined in the organizational chart to the right and their resumes follow.



JEFF FRANK

Lead Designer



Jeff joined Corbin Design with eight years of studio experience in environmental graphic and industrial design and eight years of manufacturing and installation experience. Jeff's past assignments have involved conducting comprehensive circulation analyses of healthcare, education, corporate and transportation facilities, and designing and implementing comprehensive wayfinding and signage systems for national and global clients.

Joined Firm: 2005

Contact information: 231.346.2276; no fax; jeff@corbindesign.com

Professional Membership: Society for Experiential Graphic Design

Wayfinding and Signage Project Experience:

CIVIC

Albany, NY – Downtown
 Alva, OK – Downtown
 Ann Arbor, MI – Downtown
 Atlanta, GA – Downtown
 Bay City, MI
 Berkley, MI
 Carthage, MO
 Cedar Rapids, IA - Downtown
 Charles City, IA
 Danville, IL
 Enid, OK
 Eureka, MO
 Fairborn, OH
 Fort Worth, TX
 Fox Lake, IL
 Frisco, TX
 Georgetown, SC - Downtown
 Grand Rapids, MI – Skywalk and Riverwalk
 Harbor Springs, MI - Downtown
 Indianapolis, IN - Downtown
 Lansing, MI - Downtown
 Lehigh Valley, PA
 Mammoth Lakes, CA
 McKinney, TX
 Milwaukee, WI - Downtown
 Montgomery County/Crawfordsville, IN
 Mount Clemens, MI - Downtown
 Mount Pleasant, SC – Coleman Blvd.
 Northern Ontario, Canada
 Oak Point, TX
 Peoria, IL - Downtown
 Plano, TX
 Quad Cities, IA and IL
 Racine, WI
 Rochester, MI - Downtown

Rocky Mount, NC
 Sioux City, IA - Downtown
 South Bend, IN
 Springfield, MO
 St. Clair Shores Nautical Mile, MI
 St. Louis, MO – Downtown / St. Louis County, MO
 Syracuse, UT
 Traverse City, MI – Downtown
 Wausau, WI - Downtown
 Wilkes-Barre, PA – Downtown
 Wisconsin Rapids, WI – Downtown and Trails

EDUCATION

College of Davidson and Davie Counties, Thomasville, NC
 Grand Valley State University, Allendale, MI
 Lansing Community College, Lansing, MI
 St. Cloud State University, St. Cloud, MN
 Triton College, River Grove, IL
 University of Nebraska-Kearney, Kearney, NE
 University of Nebraska-Omaha, Omaha, NE

CORPORATE / RECREATION / RESORT

Cantigny Park, Wheaton, IL
 Cobo Center, Detroit, MI
 Dakota County Greenways, MN
 Department of Natural Resources Trail System, MI
 Erie Insurance, Erie, PA
 Forest Park, St. Louis, MO
 Great Rivers Greenway, St. Louis, MO
 JW Marriott, Grand Rapids, MI
 Kingsport, TN - Greenbelt Trail
 Lake County Bike Path, Libertyville, IL
 Little Traverse Wheelway, Petoskey, MI
 Mammoth Lakes Trails-Public Access, Mammoth Lakes, CA
 Mecklenburg County Greenways, Charlotte, NC
 TART Leelanau Trail, Traverse City, MI
 Terre Haute Convention Center, Terre Haute, IN
 Toledo Museum of Art Glass Pavilion, Toledo, OH

MOIRA O'POLKA

Project Manager



Moira works to assure that each project stays within budget and on schedule. Acting as the main client contact, Moira tracks all details of her projects and facilitates teamwork between client teams and Corbin Design. Her information-gathering skills combined with her knowledge of wayfinding ensure that her clients' best interests and expectations will be met. She also assists with documentation and the proofing of all project components.

Joined Firm: 2012

Contact information: 231.346.2279; no fax; moira@corbindesign.com

Education: Master of Arts – Gonzaga University; Bachelor of Science and Humanities – Ball State University

Wayfinding and Signage Project Experience:

CIVIC

Albany, NY – Downtown
Alva, OK – Downtown
Berkley, MI
Carthage, MO
Cedar Rapids, IA - Downtown
Charles City, IA
Danville, IL
East Lansing, MI – Downtown
Eureka, MO
Fairborn, OH
Fox Lake, IL
Harbor Springs, MI - Downtown
Lafayette, IN – Downtown
Lansing, MI – Downtown
McKinney, TX
Montgomery County/Crawfordsville, IN
Mount Pleasant, SC – Coleman Blvd.
Northern Ontario, Canada
Oak Point, TX
Peoria, IL - Downtown
Plano, TX
Racine, WI
Rocky Mount, NC
Sault Ste Marie, Ontario, Canada
Sioux City, IA - Downtown
South Bend, IN
St. Clair Shores Nautical Mile, MI
Syracuse, UT
Wausau, WI - Downtown
West Lafayette, IN – Downtown
Wisconsin Rapids, WI – Downtown and Trails

EDUCATION

Buffalo State College, Buffalo, NY
Butler University, Indianapolis, IN

Cleveland State University, Cleveland, OH
Grand Rapids Community College, Grand Rapids, MI
Grand Valley State University, Allendale, MI
Hope College, Holland, MI
Interlochen Center for the Arts, Interlochen, MI
Lake Michigan College, Benton Harbor, MI
Lake Superior State University, Sault Ste. Marie, MI
Marshall University, Huntington, WV
Purdue University, West Lafayette, IN
SUNY Cortland, Cortland, NY
University of Southern Indiana, Evansville, IN

CORPORATE / RECREATION / RESORT

Cantigny Park, Wheaton, IL
Cobo Center, Detroit, MI
Dakota County Greenways, MN
Department of Natural Resources Trail System, MI
Kingsport, TN - Greenbelt Trail
Lake County Bike Path, Libertyville, IL

HEALTHCARE

Battle Creek VA Medical Center, Battle Creek, MI
Boca Raton Regional Hospital, Boca Raton, FL
Brookwood Medical Center, Birmingham, AL
Buffalo Niagara Medical Campus, Buffalo, NY
Detroit Medical Center, Detroit, MI
Memorial Health, Springfield, IL
Memorial Hospital-East, Shiloh, IL
Mercy Health System Rebrand, Chesterfield, MO
Mosaic Life Care, St. Joseph, MO
Munson Healthcare, Traverse City, MI
Oaklawn Hospital, Marshall, MI
Ochsner Medical Center, New Orleans, LA
OSF Saint Anthony Medical Center, Rockford, IL
Saint Luke's Hospital of Kansas City, Kansas City, MO
Sparrow Hospital, Lansing, MI
ThedaCare Shawano Medical Center, Shawano, WI

3. Experience and References

Corbin Design has been developing wayfinding plans for 46 years. During that time, we have developed successful wayfinding systems for more than 100 cities, towns, and regions. This experience has made us one of the nation's top firms in the field of wayfinding and signage design for civic environments. Our Michigan experience includes Ann Arbor, Battle Creek, Bay City, Berkley, Chelsea, East Lansing, Frankenmuth, Grand Rapids, Harbor Springs, Holland, Howell, Kalamazoo, Downtown Lansing, Mackinaw City, Meridian Township, Mount Clemens, Petoskey, Downtown Rochester, Saline, Sault Ste. Marie, and our hometown of Downtown Traverse City. This experience has provided us with a deep understanding of small community wayfinding needs as well as MDOT/MUTCD signage compliance requirements.

References and links to sample plan deliverables from recent projects are below. Details on other projects with a similar scope are shown on the project sheets and civic experience list following this document.

Project: *City of Rocky Mount and Rocky Mills, North Carolina Wayfinding and Signage Plan*

Client Contact: Brad Kerr, Director of Public Works,

Phone: 252.972.1120, Email: brad.kerr@rockymountnc.gov

Project: *City of South Bend, Indiana Wayfinding Signage Plan*

Client Contact: Cara Grabowski, Director of Marketing, Department of Public Works

Phone: 574.235.5819, Email: cgrabows@southbendin.gov

Sample Plan Link: <https://www.dropbox.com/t/dHvr2sFlfY2Z3cox>

Project: *City of Fairborn, Ohio Wayfinding Signage Plan*

Client Contact: Kathleen Riggs, City Planner, City of Fairborn

Phone: 937.754.3056, Email: kathleen.riggs@ci.fairborn.oh.us

Sample Plan Link: <https://www.dropbox.com/t/104u8rmFrjs66HBV>

Project: *Downtown Milwaukee, Wisconsin Wayfinding System*

Client Contact: Gabriel Yeager, Downtown Environment Specialist, BID #21

Phone: 414.220.4700, Email: gyeager@milwaukeeedowntown.com

4. Sub-contractors

Our firm has the expertise to complete the projects without the need for sub-consultants.

5. Scope of Work Overview

We understand that this project will be to evaluate and update the 2004 Citywide Wayfinding and Signage Design Program. The project will also include the development new signage design standards that integrate all municipal signage into a cohesive, user-friendly program that will provide fresh and consistent wayfinding for the City. Our proposed approach will use the information in that document as a basis to develop an up-to-date plan that meets new MDOT and MUTCD requirements. We will also cover each of the following items as outlined in the RFP: review of related documents and master plans; review of City Style Guide and other publications to create cohesive design; recommend changes to typography, symbology and other graphics; provide specific recommendations for updated locations; develop a system maintenance program; provide recommendations on new technology; and provide a timeline for project implementation, including costs, and potential funding sources.

6. Project Timeline and Approach

Corbin Design will be available according to the proposed timeline and we understand the anticipated project completion deadline is December 2023. Below is our proposed approach and preliminary timeline.

Task One: Analysis

- An initial visit to learn about your area, gather information about your visitors, and determine your wayfinding and signage needs;
- Discuss 2004 Wayfinding/Signage Program and other related documents and plans;
- Assess the existing wayfinding signage and communication materials that contain wayfinding information;
- Document recommended logic and circulation patterns;
- Develop a destination list; and
- Present and discuss the analysis findings and recommendations.

Task One Details

To begin Task One, Analysis, we familiarize ourselves thoroughly with your area and what draws people there: its history, culture, destinations, and events. We also review the 2004 Wayfinding and Signage Design Program document and other related documents and master plans to identify wayfinding issues and opportunities. Corbin Design will assist the City in selecting the appropriate representatives to form a Stakeholder Group and a smaller Core Team that will work with us throughout the project. During the kickoff trip, we will complete the following:

- A tour of the area
- Initial Core Team meeting
- Stakeholder Group meeting
- On site research and analysis
- Initial findings, design direction, and next steps meeting with the Core Team

During the initial meeting with the Stakeholder Group, we will discuss the project scope and objectives, wayfinding needs, budget, schedule, physical and architectural characteristics of the City, and potential design aesthetics of the signage and other wayfinding elements.

During this task, we:

- Learn how people move into, around and out of the area in order to review vehicular and pedestrian circulation patterns;
- Identify user groups, their specific needs, and expectations regarding wayfinding, particularly as they affect the disabled and senior citizens;
- Assess the existing wayfinding signage;
- Review visitor communications materials that contain wayfinding information;

- Develop the wayfinding logic and districting;
- Determine the new destinations/attractions that should be included in the system;
- Review destination/attraction names and, if needed, suggest alternative terms that might clarify wayfinding;
- Update the destination lists;
- Update the site plan showing circulation patterns, primary public destinations, etc.;
- Review the City Style Guide and other publications to learn about the use of the new city logo design;
- Discuss the need for electronic kiosks, a mobile app, or other technology tools;
- Review Americans with Disabilities Act (ADA) conformance issues;
- Learn about the required bidding process, maintenance, budget, and phasing issues;
- Evaluate zoning code requirements for the signage; and
- Develop a detailed project schedule.

At the end of this task, we will conduct a web-based conference call to discuss the document. After the conference call, this document will be updated once before final approval.

Deliverables: A digital version of the Wayfinding Recommendations Summary

On-site Meetings: One, three-person trip to complete the kickoff trip

Timeline: Two months (March-April 2023)

Task Two: System Design

- We design and present two initial signage design concepts;
- Revise the selected design concept;
- Develop the full sign type array;
- Present, discuss, and revise the full sign type array;
- Add detailed specifications to each sign type drawing;
- Build a preliminary cost estimate.

Task Two Details

We begin Task Two, System Design, by further analyzing your identity standards, project goals and objectives, and feedback from our initial meetings. We discuss integrating design cues such as historical, architectural, or topographical features, streetscape elements, materials, and themes as we develop an appropriate design aesthetic for the system.

We then prepare color elevation design drawings for two initial signage design concepts. Each concept will show the form, scale, typography, and color for three wayfinding sign types. Corbin Design will present two design concepts for the City's review and approval and will modify the selected design concept up to two times to obtain final approval of the visual design direction.

Once the City has given final approval on the visual design of the system, we apply the design to the remaining sign types. We present these designs and revise individual sign type designs up to two more

times to obtain final approval of the visual design of the entire sign type array. The full sign type array generally includes the following types of signs:

- Trailblazers leading to the area
- Gateway signage
- Boundary markers or welcoming landmarks
- Parking identification signs (for public parking facilities)
- Vehicular directional signs
- Pedestrian directional signs
- Pedestrian map kiosks

Once we have design approval for the full sign type array, we will add fabrication and installation specifications to each sign type to prepare Design Intent Drawings. This will include dimensions, letter heights, material specifications, general mounting methods, and color specifications. At this point, we can develop a preliminary cost estimate for the fabrication and installation of the system, based on approximate unit cost and estimated quantities.

During the design task, we will evaluate your current map(s) for use in the new wayfinding signs. If custom graphic design elements such as icons, logos, maps, and/or directories are needed, preparing the artwork for these elements is not included as part of our professional fees. If needed, we will estimate the costs for these elements during the project.

Note that we are designing a system to meet the specific wayfinding needs of the City of Birmingham in Michigan. Aspects of the system as designed may not meet all applicable local planning or zoning codes and may require variances from the local governing authority.

Deliverables: Digital versions of the final Sign Type Array and preliminary cost estimate

On-site Meetings: One, two-person trip to complete the initial design presentation

Timeline: Two to three months (May-July 2023)

Task Three: Documentation

- We develop a detailed Sign Location Plan and Sign Message Schedule;
- Verify the sign locations and sign messaging on-site;
- Refine the cost estimate;
- Develop a phasing plan; and
- Prepare the final Wayfinding and Signage Plan.

Task Three Details

With the City's final approval of the wayfinding recommendations and designs, we begin Task Three, Documentation. This task provides information necessary for the specification, purchase, fabrication, and installation of the approved signage system.

The resulting documentation consists of the following:

- Sign Location Plan and Sign Message Schedule; and
- Design Intent Drawings for each sign type, including dimensions, letter heights, material specifications, general mounting methods, and color specifications.

The Sign Location Plan and Sign Message Schedule identify the high-level public wayfinding signage we have designed for the proposed system, plot its location, and define its content. A Sign Location Plan is a site plan that graphically illustrates the preferred location of each proposed sign from a wayfinding standpoint, with locations depicted as accurately as possible given the plan's scale. A Sign Message Schedule defines what each sign will say, identifies the sign type, and lists its location. It also notes whether any graphics are included on the sign, such as directional arrows, icons, or symbols.

We ask the City to review the Sign Location Plan and Sign Message Schedule closely for accuracy. We will modify these documents up to two times before asking for final approval.

Using the final Sign Location Plan and Sign and Sign Message Schedule, we update the cost estimate and develop a phasing plan for the implementation of the signage elements.

We then prepare the updated Wayfinding and Signage Plan. This document will include:

- A brief review of the issues and objectives of the wayfinding system;
- Documentation of the approved wayfinding logic;
- New technology recommendations;
- A final cost estimate;
- A phasing plan for project implementation;
- Recommendations for potential funding sources;
- Recommendations for the maintenance costs and plan;
- The final destination list including terminology for primary and secondary destinations;
- Sign type drawings with specifications that are ready for bid; and
- The Sign Location Plan and Sign Message Schedule.

At the end of this task, we will present the updated Wayfinding and Signage Plan via a web-based conference call and update the document once before approval.

Deliverables: A digital version of the updated Wayfinding and Signage Plan

On-site Meetings: One, two-person trip to verify the sign locations and messaging

Timeline: Two to three months (August-October 2023)

7. Agreement (Attachment A – only if selected by the City)

Corbin Design has reviewed the agreement and has no concerns signing it if we are selected.

8. Bidders Agreement (Attachment B)

BIDDERS AGREEMENT FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY (PRINT NAME)

DATE

AUTHORIZED SIGNATURE

TITLE

EMAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

ADDRESS

PHONE

9. Cost Proposal (Attachment C)

COST PROPOSAL FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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

**Attach technical specifications for all proposed materials as outlined in the Submission Requirements section of the RFP (pg. 5-6)*

COST PROPOSAL	
ITEM	BID AMOUNT
1. Task One, Analysis	\$15,070
2. Task Two, System Design	\$26,590
3. Task Three, Documentation	\$16,890
4.	
5.	
6.	
7.	
8.	
TOTAL BID AMOUNT	\$58,550
ADDITIONAL BID ITEMS	
Additional Meetings with City Staff and Boards	\$ 1,940 (lead designer daytrip)
Other -	\$
Other -	\$
GRAND TOTAL AMOUNT	\$58,550

Firm Name: Corbin Design

Authorized Signature: Shelley Steele Date: 10/27/2022

10. Iran Sanctions Act Vendor Certification (Attachment D)

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR WAYFINDING/SIGNAGE PROGRAM UPDATES

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

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

Shelley Steele
PREPARED BY (PRINT NAME) 10/27/2022
DATE


AUTHORIZED SIGNATURE

President
TITLE shelley@corbindesign.com
EMAIL ADDRESS

Corbin Design, Inc.
COMPANY

415 S Union, 2nd Floor
ADDRESS 231.346.2271
PHONE

N/A
NAME OF PARENT COMPANY

ADDRESS **PHONE**

Additional Services

Corbin Design is often asked to provide additional services in conjunction with a wayfinding and signage program, to promote the program and/or expand its reach. If asked to provide any of these services, we will submit a detailed cost estimate and obtain approval before performing any work. These services include but are not limited to:

- Designing or developing:
 - Custom icons, logos, maps, or directory artwork
 - Donor recognition signs and sign elements
 - Interior wayfinding signage for any parking decks/garages
 - Presentation materials for use in education or promotion of the program
 - Electronic, interactive, or web-based wayfinding applications
 - Documentation beyond the items listed as deliverables in this proposal
- Sign by sign audit of existing signage or a demolition report
- Developing mockup, temporary, prototype, or sample signs, including:
 - Production, coordination, or management
 - Fabrication or installation
- Determining electrical or structural requirements for building-mounted signage
- Construction documents with a seal from a licensed architect and/or engineer
- Managing the Zoning, DOT, or Planning approval process, including:
 - Attendance at meetings
 - Development of custom documentation
- Translating sign messaging into languages other than English
- Building the logic or providing consulting services for soliciting funding, whether by development formulas or identifying potential sources for implementation funds
- Management of a bid, fabrication, or installation process

Fine Print

1. **Professional Fees** for services are billed monthly according to the progress of the work together with expenses incurred and are payable within 30 days. No initial payment is required. Balances unpaid for 30 days after the date of invoice are subject to a late charge of 1.5% per month. For any additional services that are requested, we first define a scope of services sufficient to determine the amount of professional fees required and receive approval from the City before any additional services are provided. If the project is not completed within 12 months from the date of this contract, additional professional fees may be required.
2. **Travel Expenses** will be billed at the actual cost of transportation and living expenses incurred while performing services on the project. Estimated travel expenses for this project include one, three-person and two, two-person trips to Birmingham, Michigan. To maintain cost efficiency and stay within estimated budget guidelines, we request that meeting dates be confirmed at least two weeks in advance. If the project is not completed within 12 months from the date of this contract, or meeting dates are not confirmed at least two weeks in advance, additional travel expenses may be required.

3. **General Expenses** will be billed at actual cost for expenses we incur on behalf of the project, such as printing, communications, and shipping.
4. **Maximum Fees:** These maximum fees and expenses apply as long as the scope of the work remains the same, previously approved materials are not revised, and the work schedule proceeds directly and efficiently without a delay that exceeds six months. If it appears that the maximum fees and expenses could be exceeded for reasons beyond our control, we will notify you and agree either on new fee and expense limits or a new strategy for completing the project within the existing fees and expenses.
5. **Reactivation Compensation:** If the project is suspended for longer than six months and is subsequently reactivated, the City and Corbin Design shall, prior to reactivation, agree upon a lump sum or other basis of reimbursement to Corbin Design for any extra start-up costs occasioned as a result of the work having been suspended.
6. **Leadership Changes:** Should the City leadership change during Corbin Design's work, or should new entities join the leadership team, necessitating additional client education, Corbin Design may elect to put its work on hold until a meeting is held to discuss project progress to date and future direction, to assure a smooth transition. Corbin Design's time and expenses applicable to such meeting, if any, shall be paid by the City as an additional expense along with associated fees.
7. **Insurance Coverage:** As a professional services firm located in Michigan, Corbin Design maintains the following insurance coverage:
 - Commercial General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate;
 - Automobile Liability: \$2,000,000 combined single limit;
 - Excess Liability: \$1,000,000 per occurrence/\$1,000,000 aggregate;
 - Workers Comp and Employer Liability: \$1,000,000 per occurrence; and
 - Professional Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate.

If additional insurance coverage is required, the cost of purchasing the additional coverage, if any, shall be paid by the City as an additional expense.
8. **Conditions and Responsibilities:** The Sign Location Plan provided to the City by Corbin Design is general in nature and not to scale, as reflects locations deemed desirable for the effectiveness of the overall wayfinding plan. They do not include exact locations or provide mounting, electrical, or landscaping specifications. The investigation of actual exterior site conditions such as underground utilities and other encumbrances is the responsibility of the City and fabricator selected/contracted to fabricated and install the signs.

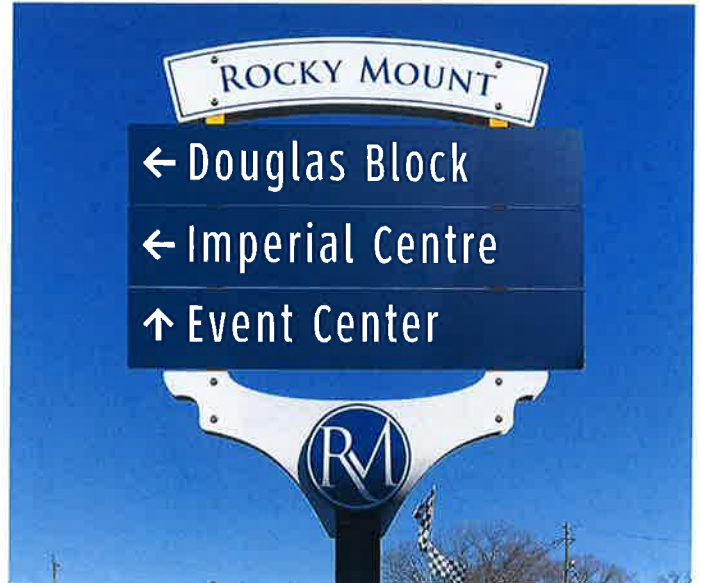
The design drawings prepared by Corbin Design show design intent, not construction or engineering detail. The fabricator is responsible for fabrication, installation, and overall product quality. We expect the more detailed development and engineering of the design intent drawings and installation specifics to be shown in the fabricator's submitted shop drawings.

This fee proposal shall remain in effect for 90 days. We reserve the right to re-evaluate our proposal if not acted upon during this period. Our quotation for professional fees is based on the anticipated project schedule and our experience with projects of similar size and complexity.

We look forward to discussing this exciting project further with you!

THE CITY OF ROCKY MOUNT

Rocky Mount, North Carolina



Situated on the border of Edgecomb and Nash counties in North Carolina, Rocky Mount is a city at the center of it all. Spanning a 44-square mile area, Rocky Mount needed a new citywide wayfinding and signage system and a focus on directing people towards the new Event Center opening in October 2018.

With a rich history in cotton, tobacco, and rail transportation, we took inspiration from each of these industries with the design of the sign system. The Rocky Mount train stop identification served as inspiration for the header of the sign, while it was

modernized for the signage. The posts for the signs are made from Corten steel used by several industries in the area. Over time, these will naturally rust and patina before stabilizing with an antique finish. The decorative brackets were inspired by the roof trusses at the train station and the Imperial Center for Arts & Science. On the back of the signs, the supportive upright posts are painted a bright yellow featured at the Imperial Center and at the cotton mills. The entire system was designed to pay homage to the history of the town while propelling it into the future with a dynamic, logical, and attractive wayfinding system.

CITY OF SOUTH BEND

South Bend, Indiana

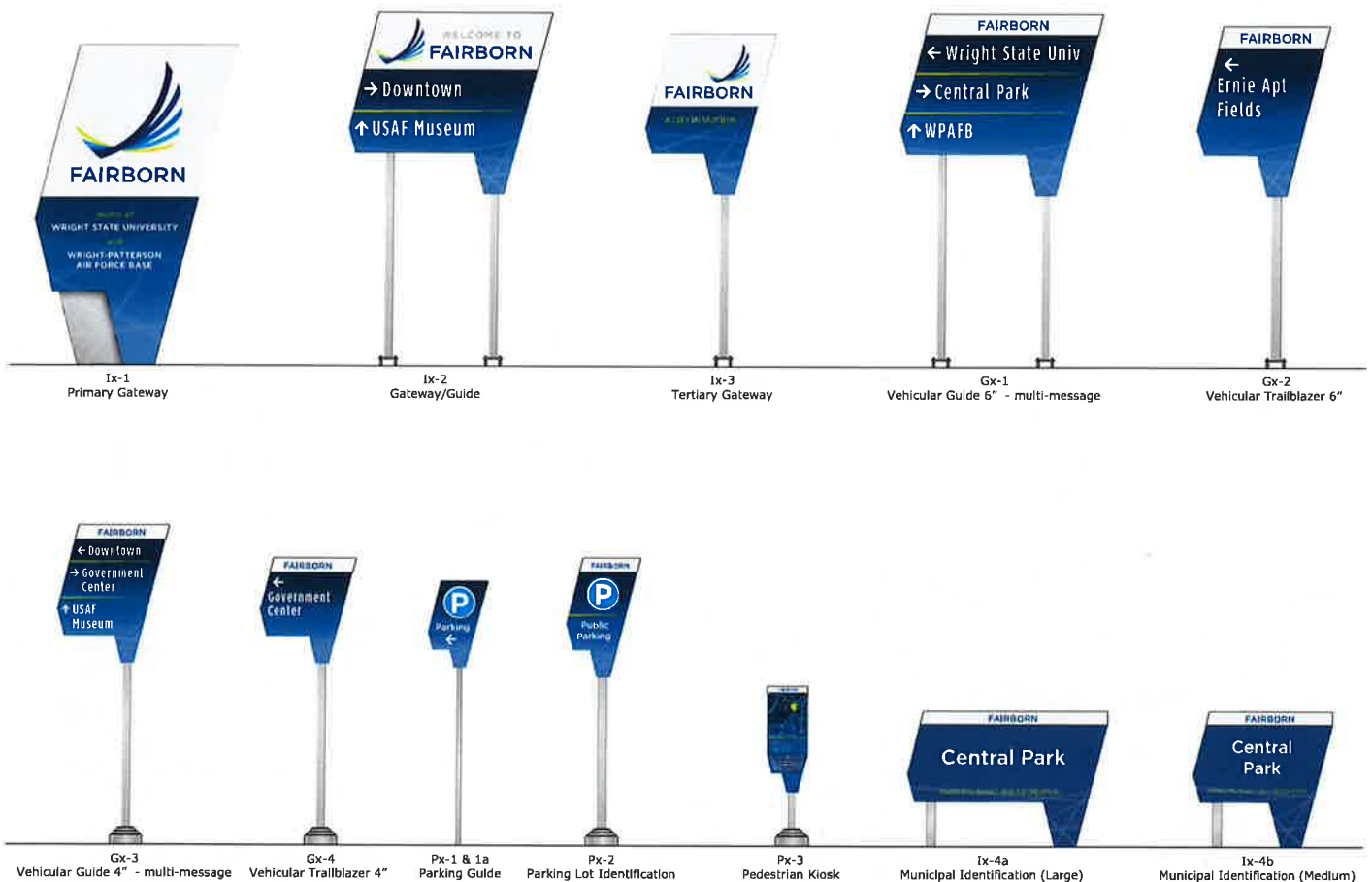


Located in northern Indiana, South Bend needed a fresh wayfinding system that would welcome and guide visitors to the various downtown districts and destinations. Spanning over 40 square miles, the sprawling landscape, and many diverse destinations throughout made districts an essential part of the wayfinding logic. While many districts existed informally throughout the city, this plan formalized the district names by featuring them on signage in both an identification and direction-giving capacity.

The city flag inspired the design. Color and design elements were reinterpreted into physical sign components, such as the brackets, dimensional letters, and the rigid vertical banner on the back. Signposts and bases were selected to coordinate with the existing downtown streetscape. Bold colored graphics call attention to the downtown pedestrian map kiosks, helping first-time visitors identify wayfinding information. Pedestrian signage also includes maps to orient the viewer and provide nearby walkable destinations to encourage exploration of this vibrant community.

CITY OF FAIRBORN

Fairborn, Ohio



With a new city brand and slogan to showcase, Fairborn, Ohio, sought to install new wayfinding signage in their 13.2 square-mile city home to Wright State University. The goals of the program were to showcase this new logo, better highlight the city boundaries and diversity of destinations, and create a system that is easy to update and maintain.

Highlighting the city boundaries was a major priority with this system. With many unique destinations offered and neighboring cities close by, identifying when a visitor is entering or exiting Fairborn was important. The National Museum of the US Air Force, located in neighboring Dayton, is located just outside of Fairborn. Despite being outside of city limits, the museum was included in the wayfinding system to support

the large amount of visitor traffic traveling from Fairborn to the museum and back. Another priority of the system was to reinforce the brand once visitors and residents are exploring within the city limits. This goal was accomplished through the unique design of vehicular and pedestrian signage.

With a rich history in aviation, the design needed to reflect both the history along with the city slogan, "A City in Motion." To achieve this, Corbin Design designed the system with a digital printing process in mind to produce a dynamic gradient and subtle nods to jet streams. The panels are a unique shape and the final result is a cost-effective single-panel design that has a unique, high-quality look.

DOWNTOWN MILWAUKEE

Milwaukee, Wisconsin



Downtown Milwaukee was preparing for three major events coming in summer 2020: The Democratic National Convention, USA Triathlon Age Group National Championships, and Ryder Cup. It was the perfect time for a refresh of their nearly 20-year-old vehicular wayfinding system and to implement additional pedestrian signage. Corbin Design worked with VISIT Milwaukee, Milwaukee Downtown BID #21 and Poblocki Signs on our fastest design and installation to date, to ensure the city was ready to go in time for these planned events.

This proud Midwestern city heavily influences the unique design. The red Milwaukee letters on the top of the sign were inspired by the Milwaukee Public Market and Pabst brewery signs. Exposed fasteners and decorative brackets reflect the industrial heritage of the city, with the arch at the top inspired by the Daniel Hoan Memorial Bridge. A subtle chevron pattern

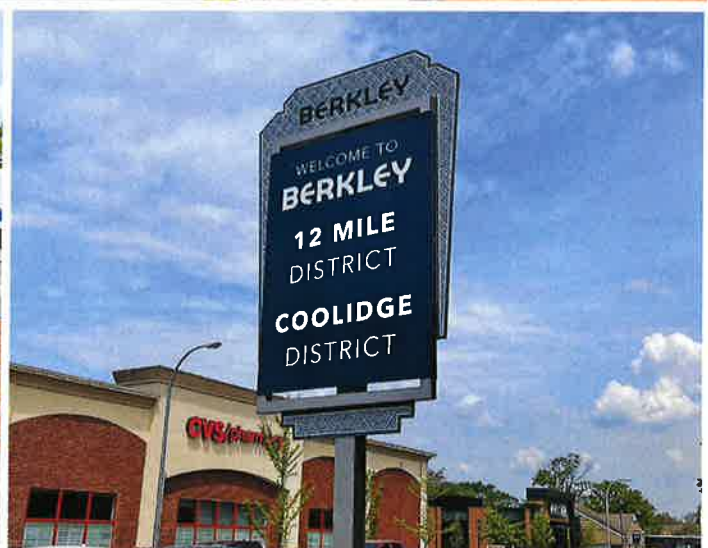
in the blue destination panels is a nod to the "M" in Milwaukee. Elements of this new design will also be incorporated into Milwaukee's new CityPost digital kiosks.

The existing system had permanent poles that were recycled to keep the project on time and budget. New sign panels were designed to be modular so that a single destination could be updated more easily. Vehicular signs are DOT and MUTCD compliant with full face reflective to improve visibility at night.

Eight large map kiosks were retrofitted to complement the new design. Forty brand-new pedestrian directional signs have been added to the wayfinding system around key visitor areas. The new pedestrian signs feature walking distances to encourage exploration, and maps with a "You Are Here" icon to help orient the visitor.

CITY OF BERKLEY

Berkley, Michigan



Known for its small-town appeal, Berkley, a suburb of Detroit, offers residents and visitors unique dining and shopping opportunities in both of its Downtown districts.

With a city motto of "Small City - Big Impact", it is important for Berkley to provide its residents and visitors with a positive experience when they enter the city limits and that begins with wayfinding.

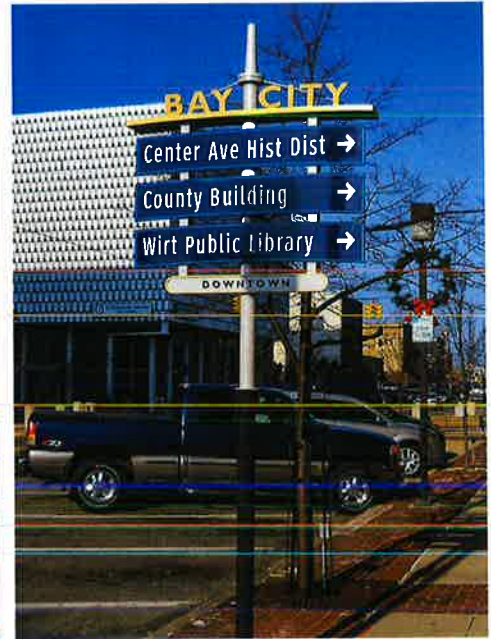
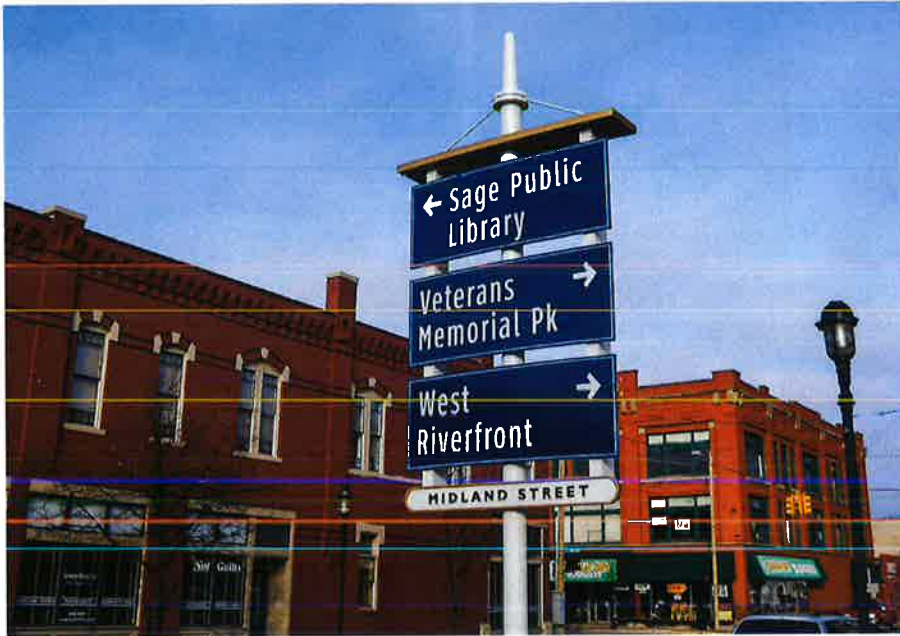
Because of the ease in which visitors can transition from town to town in this area, one of the main objectives of this program is for Berkley to clearly identify its boundaries and welcome visitors to the city. To accomplish this, the new wayfinding

signage design includes multiple options for gateway and welcome signs to be used throughout the city including a retrofit option which reuses existing brick walls. The full sign type array also includes large gateway signs and smaller single-post welcome signs that introduce the Downtown districts as well as the city brand.

This unique design takes subtle inspiration from the City's brand standards while giving a nod to the local architecture through panel shapes and pattern applications. Modular pieces including framing structures and message panels have been designed in order to simplify long-term program maintenance and keep down future costs.

DOWNTOWN BAY CITY

Bay City, Michigan



Bay City is a tourist town nestled in the crook of the "thumb" in Mid-Michigan. Located on Lake Huron's Saginaw Bay, it has the advantages of quaint historical architecture, local culture and a thriving summer tourist trade, along with a manufacturing base that sustains businesses and incomes throughout the region.

The goal of the wayfinding system was three-fold: build awareness, direct to downtown from area highways, and connect people to a variety of opportunities for entertainment, recreation, shopping, dining and festivals.

Because of its maritime heritage, the design of the sign system reflects a mast and sail. Within this unique design context,

the information directing to primary public destinations is presented for drivers and pedestrians. Additionally, the negative spaces between sign panels generate less wind load, allowing for the slim post to carry the proper aesthetic.

Considerable work was done with the Michigan Department of Transportation (MDOT) to assure that the program meets all requirements for viewing in the environment. Type size and style, contrast, reflectivity, color, scale, road speeds and setback were all considered as design constraints. Within those, we worked with Bay City stakeholders to present the culture and heritage of the city in a bold, memorable way.

DOWNTOWN EAST LANSING

East Lansing, Michigan



Known as the home of Michigan State University and a number of government offices and businesses, East Lansing is the epitome of a 'town and gown' city. The MSU campus and a number of student bookstores, entertainment and dining venues are divided by Grand River Avenue; on any given football Saturday, thousands of visitors may need wayfinding help.

However, the program was initiated due to the construction of the Broad Art Museum on MSU's campus: the City correctly assumed that these new visitors might be less familiar with East Lansing, and decided that a parking and pedestrian wayfinding program was needed.

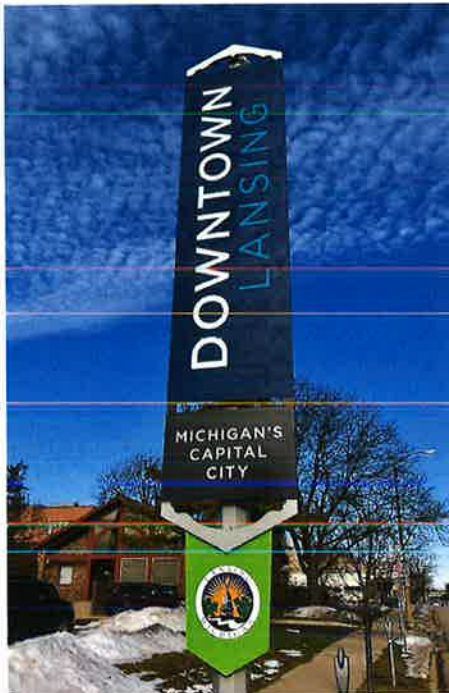
Corbin Design recommended first that parking garages and lots be prominently named and identified from primary roadways.

Second, we designed a number of pedestrian kiosks directing to public destinations, both within downtown and on the campus shared boundary. The maps prominently indicate opportunities to safely cross Grand River Ave. and are designed for accessibility. Since a college town can be tough on signage, they are also designed to resist Michigan weather and vandalism.

For art lovers, students, Spartan fans and residents, the program is designed to reduce traffic confusion and increase visitor confidence.

DOWNTOWN LANSING

Lansing, Michigan



In effort to celebrate its uniqueness as a capital city, Downtown Lansing worked with Corbin Design to implement a wayfinding program that focused on Downtown's new destination branding.

We worked with a Core Team to evaluate the ways people were navigating to and from downtown destinations. As a result, four new wayfinding districts - Capital Complex, Riverfront District, Stadium District, and Washington Square - were created to help simplify and strengthen the visitor experience.

The unique, modular vehicular signage design was created to be installed on the city's new light poles when possible. When signs could not be installed on existing light poles, custom

octagonal posts were created to coordinate with the existing light poles and streetscape. The system's individual message panels allow the city the flexibility to update the system when individual destinations change.

Because of the importance of getting first-time visitors to public parking opportunities, the sign design features a modular, integrated footer panel that accommodates directions to public parking.

Design considerations were made so that this system could be extended beyond the downtown boundaries when city-wide expansion of the program is desired.

DOWNTOWN ANN ARBOR

Ann Arbor, Michigan



Ann Arbor is not your typical college town. Home to the University of Michigan and a vibrant arts community, A2, as it's known locally, offers many cultural attractions. One question visitors have is "Where does the university end and downtown begin?" The wayfinding system needed to clarify this, then distinguish between four unique districts. Corbin and the city's Downtown Development Authority, working with community leaders over a series of meetings, helped to conceptualize the verbal and visual logic of the program. Since many university buildings are also key cultural venues, the city adopted detailed requirements for their appearance on signage, helping to define the integration of "town and gown" to the estimated four million annual visitors.

A grassroots effort by the local design community provided critical input that we used to further refine the design of the signage elements, helping them better conform to the streetscape.

The wayfinding program includes recommendations to the Michigan Department of Transportation on directing people into town from major highways. The logic continues as drivers progress to downtown districts, directing them to parking, civic, and cultural destinations. Once parked, visitors can rely on a range of pedestrian elements that define what to see and do within each district.

DOWNTOWN GRAND RAPIDS

Grand Rapids, Michigan



Located at the confluence of two major highways, Grand Rapids is a city of 200,000 people that boasts a thriving downtown that is attracting an increasing number of regional and international visitors. The city's urban character can be disorienting to visitors from surrounding rural areas. That, together with a large number of one-way streets and a bend in many streets to follow the nearby Grand River, leaves some visitors confused. Corbin helped the city organize its wayfinding system into four districts and developed a list of major public destinations within each district. Symbols were designed for each district using local landmarks, including a well-known Calder sculpture in the CenterCity district and a tower at Grand Valley State University

in the WestSide district. New welcome signs introduce visitors to the four districts, and to the symbols and colors that represent each. District and local directional signs use the city seal and the new symbols to point drivers to the districts before directing them to specific destinations and parking areas within each district.

On a smaller scale, pedestrian signs display maps of the entire downtown and the immediate neighborhood, along with a list of destinations and their map coordinates. A circle on the neighborhood map shows destinations within a five-minute walk from the viewer's location.

DOWNTOWN KALAMAZOO

Kalamazoo, Michigan



Kalamazoo is a bustling city in southwest Michigan home to an outdoor pedestrian mall, a thriving craft brewery scene, Western Michigan University, and Kalamazoo College. The wayfinding program for downtown Kalamazoo defines six "neighborhoods" or districts within the downtown area to direct people to a certain district before pointing them to specific destinations. To identify these districts, a symbol and color were designed for each. Symbol characters and sign designs reflect the art deco aesthetic being implemented in the capital improvements. The wayfinding system includes these elements:

- Trailblazers lead visitors to downtown Kalamazoo from outlying areas.

- Cultural Luminaries announce one's arrival in the downtown area while providing cultural and historical information.
- Vehicular Directional Signs define the various districts and lead visitors to specific destinations in each district.
- Pedestrian Directional Signs direct pedestrians to nearby destinations.
- Pedestrian Maps located throughout the downtown direct people to destinations in the immediate neighborhood.

The wayfinding program is designed so that over time it can be expanded to include the entire city, incorporating the names of the many existing residential neighborhoods.

DOWNTOWN TRAVERSE CITY

Traverse City, Michigan



Research showed that travelers were having a difficult time finding the historic core of our very own hometown, Traverse City. The city is known primarily for Front Street, a main shopping district, but businesses and the Traverse City DDA wanted to connect visitors to all three downtown districts, giving each equal importance. Building awareness would drive traffic within and between each.

The design needed to stand out visually, be cost-effective and require minimum maintenance. We worked with the Michigan DOT to guide visitors from surrounding roadways into each of the districts via main gateways. From there, we direct internally to primary destinations and parking.

Pedestrian elements direct between main streets to beaches, marina, recreational and civic destinations. Pedestrian kiosks feature merchant directories and event information; the DDA has budgeted for regular changes on a set schedule; low-cost impregnated fiberglass products keep maintenance costs down.

Overall the system has been extremely well received. Our client said he's never worked on an initiative that received such an immediate outpouring of positive commentary, from merchants, residents and those all-important tourists!

CITY OF HARBOR SPRINGS

Harbor Springs, Michigan



Nestled on the north shore of the Little Traverse Bay on Lake Michigan is the resort community of Harbor Springs. Known for its four-season appeal, Harbor Springs boasts a thriving downtown with unique shops and dining, access to a multitude of year-round outdoor activities, as well as natural amenities like the harbor, bluffs and popular Tunnel of Trees. The primary objective of this program was to create a seamless wayfinding experience for vehicles, pedestrians, cyclists and boaters by connecting Harbor Springs' three distinct districts - Bluffs, Downtown and Waterfront.

The current Harbor Springs brand is intentionally understated, and the sign design needed to be the same. The final design

reflects the relaxed coastal lifestyle of Harbor Springs and coordinates with the downtown architecture. Though no true logo or branding is used in this system, the wayfinding program becomes its own brand through unique shapes, colors, and graphics. In effort to keep the costs down, the design features an off-the-shelf base and commercially available crown molding.

To achieve final approval from the mayor and city council, photo-renderings and full-size mock-ups were displayed to give a better understanding of the signs' sizes and how they would work within the existing streetscape.

DOWNTOWN MACKINAW CITY

Mackinaw City, Michigan



A gateway to the Upper Peninsula and one of two port cities for the popular tourist destination Mackinac Island, Mackinaw City was seen by many as a pass-through city on their way to their final destination. With a variety of amenities and shops in the downtown area, Mackinaw City wanted to encourage visitors to spend time exploring the area before continuing on their travels.

Corbin Design was brought on to develop pedestrian kiosks to highlight what the 3-block area of the downtown has to offer. Stone bases complemented the aesthetic of surrounding buildings and the signs were all custom designed with inspiration from The Mighty Mac. Corbin also developed the map artwork and merchant directory for the kiosks. While this system was smaller in scale, these eye-catching kiosks are successfully encouraging more Mackinaw City exploration.

GREATER RACINE REGION

Racine, Wisconsin



Between Chicago and Milwaukee sits Racine, Wisconsin, the Kringle capital of the world, home to S.C. Johnson headquarters, Wisconsin's largest beach and world-class museums. In effort to build awareness of Racine and help connect visitors to the city and its vast amount of visitor destinations, the city of Racine hired Corbin Design in 2015 to develop and design a city wayfinding program.

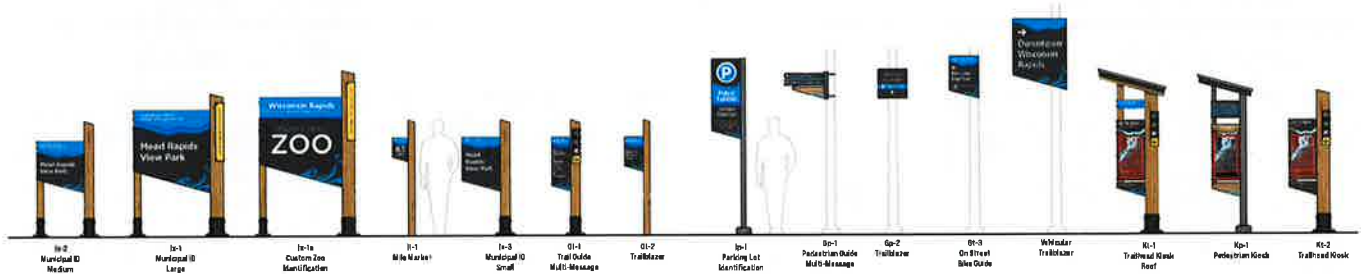
Because visitors have to travel more than 10 miles from the highway to reach downtown Racine, traversing several other communities along the way, it was imperative to create a region-wide plan that not only connected visitors to the city

of Racine but also the communities within Greater Racine. To do so, a Core Team made up of various community representatives worked closely to create a comprehensive system that represents the entire region and benefits each of the communities.

The final aesthetic of the wayfinding signage design took inspiration from some of the region's prairie-style architecture as well as Frank Lloyd Wright's local works. It is flexible enough to allow for each community to uniquely identify itself with a custom footer/color, while retaining the same shape and sign elements throughout the entire program.

DOWNTOWN WISCONSIN RAPIDS

Wisconsin Rapids, Wisconsin



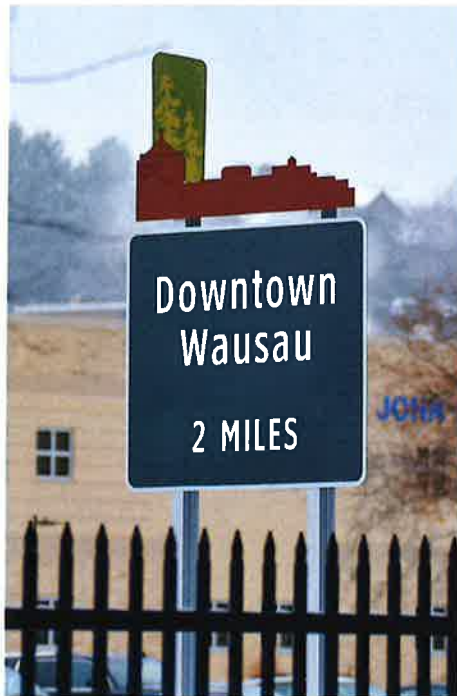
Wisconsin Rapids is a 14.77-square mile city and the county seat of Wood County in central Wisconsin. Located along the Wisconsin River and in the heart of cranberry country, the goal was to create a program that could connect the downtown and riverside area, with the several recreational trails in and around the city. Corbin Design worked to create a system that could meet the desired natural look for the trails but be updated for a contemporary feel in the downtown area sidewalks. With a unique, identifiable shape designed for the pedestrian kiosks, the sign design was modified by using different materials to complement the environment the sign was in, but still be easily

identifiable in the environment. The system is in the process of being fabricated and installed.

The sign design was also influenced by the recent design of the new brand and gateway signs. We used the accent piece of the river and incorporated it into the design, along with adding the actual shape and flow of the Wisconsin River in the top of the sign.

DOWNTOWN WAUSAU

Wausau, Wisconsin



Located in Central Wisconsin along State Highway 51, the city is bisected by the Wisconsin River. The primary goal of the system is to direct from the highway to downtown and the riverfront, which contains multiple tourism and business districts. The system also supports suburban healthcare and shopping destinations.

Local government, business and community leaders asked us to help develop their entry into the 2015 America's Best Communities competition. Their strategy: to implement an economic redevelopment plan focused on wayfinding that highlights the area's many "hidden gems." It was important to

civic leaders to involve as many residents as possible in the process. To gather input, the committee presented designs via local digital and print media and solicited feedback with social media and an online survey. The Corbin Design team participated in a public open house to hear feedback as well.

The selected design reflects the character of the city's urban and natural features: the skyline appears prominently, while tree graphics and asymmetrical panels dominate the sign's silhouette. Even with the character-filled design, these also meet Wisconsin DOT requirements for information along roadways on which the signs will appear.

ST. LOUIS REGION

St. Louis, Missouri



Representatives from the Missouri DOT and the St. Louis Convention & Visitors Commission (CVC) saw an opportunity when Interstate 64 was reconstructed. Rather than just replace existing interstate signs, they sought to create an inclusive utility that connects tourists and residents to attractions across 92 individual communities, each containing distinct districts – some with their own unique wayfinding systems.

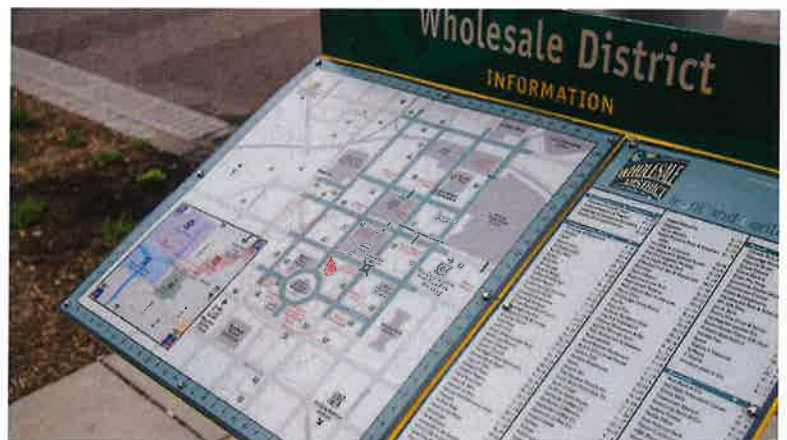
Instead of building an unmanageable destination-based system pointing to every single community and destination, Corbin designed a wayfinding system of "Attraction Corridors" along

which most primary districts and destinations reside. Using these, regional visitors can intuitively connect to the region's diverse history, culture, shopping, dining and entertainment.

Corbin designed not only the logic and signage elements featuring architectural elements of the city, but also an equitable funding formula that places responsibility on those most able to contribute. Any destination, large or small, can now use this logic, directing from throughout the region to their front door.

DOWNTOWN INDIANAPOLIS

Indianapolis, Indiana



In 1999, Corbin Design completed the first large-scale civic wayfinding program in Indy, taking advantage of the fact that the City Plan is divided into “quadrants” centered on Monument Circle. Over the years, the Indianapolis team kept the system updated, incorporating cultural districts in 2005.

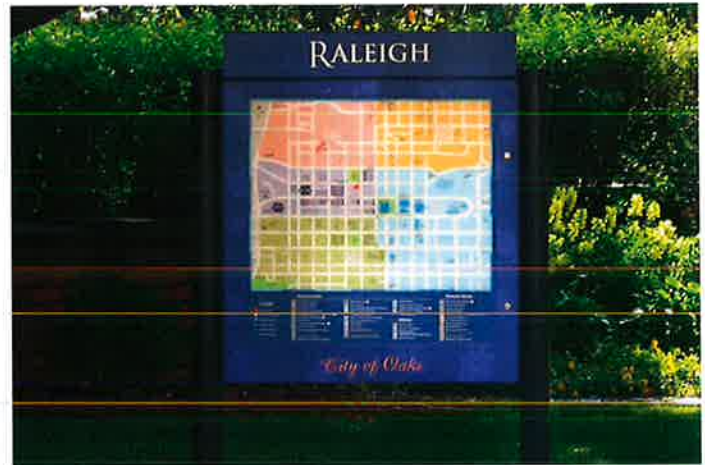
Prior to Superbowl XLVI in 2012, the entire system was updated to accommodate new federal and state guidelines for wayfinding signage. With fewer destinations per sign, we direct traffic to primary destinations only, such as the Lucas Oil Stadium. Secondary destinations, such as restaurants and bars, refer to these as they direct their patrons. Once parked or off the bus, directional signs and maps support pedestrians with

updated destination directories and maps, including local businesses and amenities.

Finally, we added a local map sign type to the original program, to provide an even greater level of detail in this complex urban environment. Applied directly to existing signposts, these provide at-a-glance direction to nearby destinations, and a detailed map for orientation. With everything in place for the Superbowl, there was a last-minute name change for a major sports venue. Because our signage is designed for maximum flexibility, the City was able to make the changes quickly, and was prepared to welcome their visitors.

DOWNTOWN RALEIGH

Raleigh, North Carolina



As North Carolina's state capital and one of fastest-growing cities in the nation, Raleigh needed a wayfinding system to direct its 370,000 residents and the 11.5 million people who visit greater Raleigh each year.

The city's network of high-traffic, one-way streets along with its aging and incomplete signage made navigating downtown Raleigh difficult for residents and visitors alike. Parking, though abundant, was often hard to find, and many public parking venues lacked clear identification signage. Corbin worked closely with the Downtown Raleigh Alliance, a nonprofit organization that promotes economic development, to improve wayfinding while better branding the city itself.

The resulting system was designed both as a utility for direction giving and to help enhance the market potential for the city's historic, cultural and business entities. Using a new ParkLink logo that Corbin developed to represent the city's public parking program, the system provides better direction to and identification of the venues and parking options.

The system's design, with its aluminum mesh and leaf pattern fins and decorative acorn finials, also reflects Raleigh's motto as the "City of Oaks."

DOWNTOWN OKLAHOMA CITY

Oklahoma City, Oklahoma



Corbin contributed to a more attractive Oklahoma City by developing an elegant wayfinding system for a two-square-mile section of the city's downtown. The new unified sign system is designed to be functional and attractive, and replaces a "hodgepodge" of dissimilar signs, said City Manager Jim Couch.

The system includes 45 vehicular signs and 22 pedestrian signs along with 27 kiosks for more detailed visitor information. The new signs point visitors to key downtown destinations, including the site of the 1995 Alfred P. Murrah Building bombing, now the Oklahoma City National Memorial. Also included are

destinations in Bricktown, a converted warehouse district that is home to the city's ballpark and many restaurants, as well as a growing arts district and other entertainment venues.

The look of the signage is based on an art deco motif to reflect downtown architecture. City officials hope to increase pedestrian traffic through the use of trailblazer signage, to areas including the memorial, Bricktown, and the arts district.

Interstate 40 serves as the southern boundary of the project area, providing lots of potential traffic to the area and increasing the need for accurate and effective wayfinding.

CITY CENTRE CALGARY

Calgary, Alberta, Canada



Any visitor to Calgary's famous Stampede was certainly aware of Calgarians' legendary hospitality. But in many ways, the experience of coming to City Centre was still challenging for visitors. At the outset of the project, our clients presented us with this challenge: "We want to become a world-class city. Help us understand how to get there."

So we began with a thorough analysis of the assets that Calgary's City Centre already enjoys. Together with a large internal working team, we built a list of recommendations to design the built environment as a reflection of their welcoming culture: clear, accessible, friendly. We developed three primary

objectives, under which all wayfinding tactics reside: Speak Calgarian: capture the language used by Calgarians and reflect in all wayfinding tools; Connect Centres of Activity: Build a wayfinding system that connects people to places and events; and Build Awareness: Allow every Calgarian to be part of the wayfinding experience by explaining the tools that will be used to guide, direct and inform.

While our scope was limited to the built environment, our working team is developing initiatives in print and digital media that incorporate the logic and look of the wayfinding system.

DOWNTOWN CEDAR RAPIDS

Cedar Rapids, Iowa



As the second largest city in Iowa with more than \$1.5 billion spent toward revitalizing its downtown, Cedar Rapids looked to Corbin Design to develop a comprehensive vehicular and pedestrian wayfinding plan. The goals of this program were to highlight and create awareness of the city's four core districts – Czech Village, Downtown, MedQuarter and New Bohemia – and to assist visitors in navigating to and among destinations throughout the districts. The system design was inspired by bridges - both the physical bridges within the city and the metaphorical bridges that connect the community. The sign frame features structural bridge elements as well as a replication of the 6th St. bridge as the decorative header.

To highlight Cedar Rapids' core districts, a unique, three-sided sign was designed by combining banner and signage elements into a single structure. In effort to make this system easy to maintain and update, nearly every piece of it is modular, including the message panels, banner panels, city icon and even the decorative bridge bracket.

Each district is uniquely identified with its own brand and color in the header and banner panels to help build recognition throughout the system.

DOWNTOWN SIOUX CITY

Sioux City, Iowa



What was once known as a raucous, cowtown, Sioux City is now a regional hub for business, culture and entertainment. Historic Downtown is full of unique architecture, museums, shops, and theaters and serves as the tri-state area's only "urban downtown" experience. Though the city has been able to capitalize on its unique downtown, it identified a need to better

welcome and guide vehicular traffic from major entrance points into Downtown. The Sioux City wayfinding program was designed to engage visitors from the freeway into Downtown, promoting the downtown districts and over 25 unique destinations.

CITY OF FORT WORTH

Fort Worth, Texas



Fort Worth is a city of contrasts: home to the Historic Stockyards, Kimbell Art Museum, Will Rogers Memorial Center and several universities, this Texas town's reputation runs from cowtown to cultural mecca. Millions of visitors come to Fort Worth each year for its diversity of destinations and the events and entertainment it offers.

The city has three separate districts: Downtown, the Cultural District, and the Historic Stockyards. Our wayfinding challenge was to differentiate these districts, trailblaze between them, and then direct to primary destinations within each district. We began with an already established color logic, which we incorporated into each sign type and map. Once inside a district,

visitors can orient themselves and determine whether to walk, drive or take a free trolley to their next stop. This allows visitors to park once and spend time exploring, benefitting more local merchants.

Since the Texas Department of Transportation (TxDOT) funded the signage, we worked extensively with City departments, Historic Districts, and TxDOT to assure compliance. Each district had strict guidelines for the scale, placement and contrast of wayfinding signage. Within these constraints, we designed a simple, dramatic sign system that's easily recognizable throughout the city.

CITY OF FRISCO

Frisco, Texas



The City of Frisco, TX is a thriving metropolis just north of Dallas. As a destination for sports, arts, culture, entertainment and business, it is unmatched in the greater Fort Worth area. Rather than be overwhelmed by typical urban sprawl, elected officials, planners and residents have controlled growth to fit their vision, as one might expect in this take-charge Texas town.

Working with Kimley-Horn and Associates, Corbin Design has developed a comprehensive wayfinding package that places the local culture in the forefront of both verbal and visual aspects of wayfinding. As part of our discovery process, we captured how locals "speak to wayfinding" as they refer to commonly known routes, landmarks and destinations.

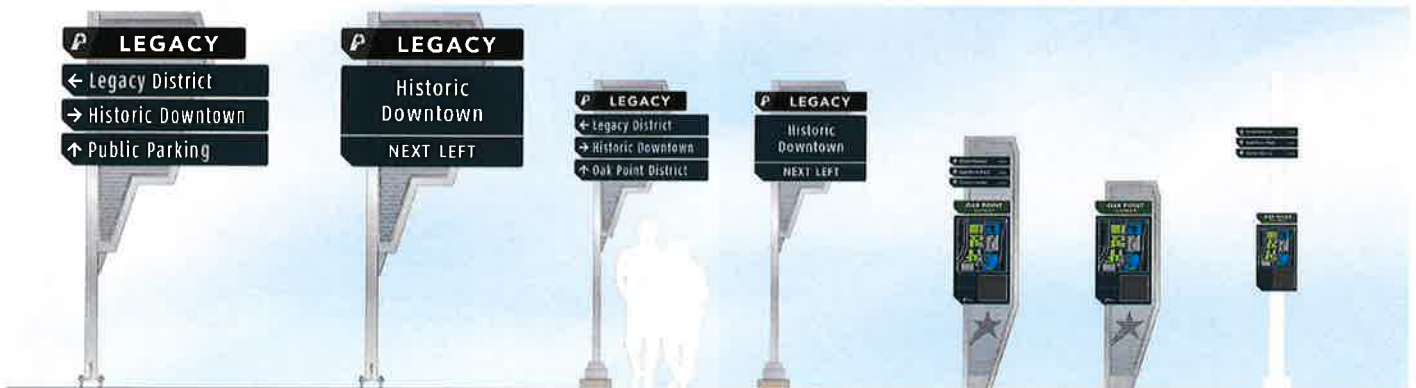
We identified two current districts, already part of Frisco's vernacular; the signage leaves room for a future district, still to be determined.

A robust program of public art funding was the major impetus behind the design of the signage elements; so finding ways to incorporate local history into the program was a key design consideration.

The wayfinding logic appears in several media: signage but also print and digital applications such as resident and visitor websites, visitor guides and mobile applications.

CITY OF PLANO

Plano, Texas



Known as “a city of excellence,” Plano, Texas is a city with broad appeal. It has an abundance of destinations and amenities for visitors and is home to numerous corporate headquarters including Toyota, JPMorgan Chase and PepsiCo. In an effort to better connect people to community resources, entice visitors to discover new destinations, and enhance the look of the community, the city of Plano decided it needed a city-wide wayfinding program.

Though the city continues to develop, the majority of visitor destinations and attractions reside in five major hubs of activity. However, these hubs are divided by a central residential core

making it difficult to understand the wealth of destinations in Plano and even more difficult to navigate from one destination to the next. This division of destinations required the creation of five districts. For wayfinding purposes, each district has been given a unique name and color.

The system design is a nod to the city's blend of modern luxury with historic charm. The unique shape of the structure is inspired by the city logo. The structure uses a stainless-steel mesh, creating a more transparent look. Message panels are individually mounted to the mesh allowing for updates to be made without affecting the entire sign.

DOWNTOWN GEORGETOWN

Georgetown, South Carolina



Georgetown had an identity problem. Located midway between Myrtle Beach and Charleston on South Carolina's Grand Strand, the opportunities presented in this welcoming, historic town were often missed by uninformed tourists.

Our objective was to direct those tourists from Highway 17 to the historic waterfront district, connecting them to dining, shopping and events.

To help manage increased traffic flow, we designed parking signage that clarifies the rules (parking is free) and helps people remember where they've left their car. We also needed to orient visitors as pedestrians once they'd parked, and support

circulation between parking, the Harborwalk, along Front St. and throughout the Historic Waterfront District.

Pedestrians are now able to see the variety of destinations, new and old, offered here - and gauge whether they'll be able to walk or drive between them.

The design is meant to reflect the existing architecture, creating a helpful addition to the streetscape without detracting from the environment. Compatible with all current federal, state and local guidelines, the messages are presented quietly, confidently and in proper context with this vibrant, elegant coastal port city.

DOWNTOWN TULSA

Tulsa, Oklahoma



While preparing for the opening of a new event center designed by renowned architect César Pelli, Tulsa city officials sought to improve wayfinding for drivers and pedestrians looking for the event center and other attractions.

Their aim was to draw first-time visitors downtown and help them access entertainment and historical opportunities throughout the downtown area, along with appropriate public parking for their destinations.

Corbin Design was chosen to develop the system, which guides visitors to the new BOK Center as well as the Performing Arts

Center, Convention Center, Civic Center, and other public venues.

Exterior signage elements are custom designed with an Art Deco style to reflect Downtown Tulsa's architecture. Fluted poles with custom bases mimic downtown light poles complementing their character and support post-mounted signs. The comprehensive system includes welcome gateway identification, vehicular and pedestrian directional signage, and parking identifiers.

DOWNTOWN ALBANY

Albany, New York



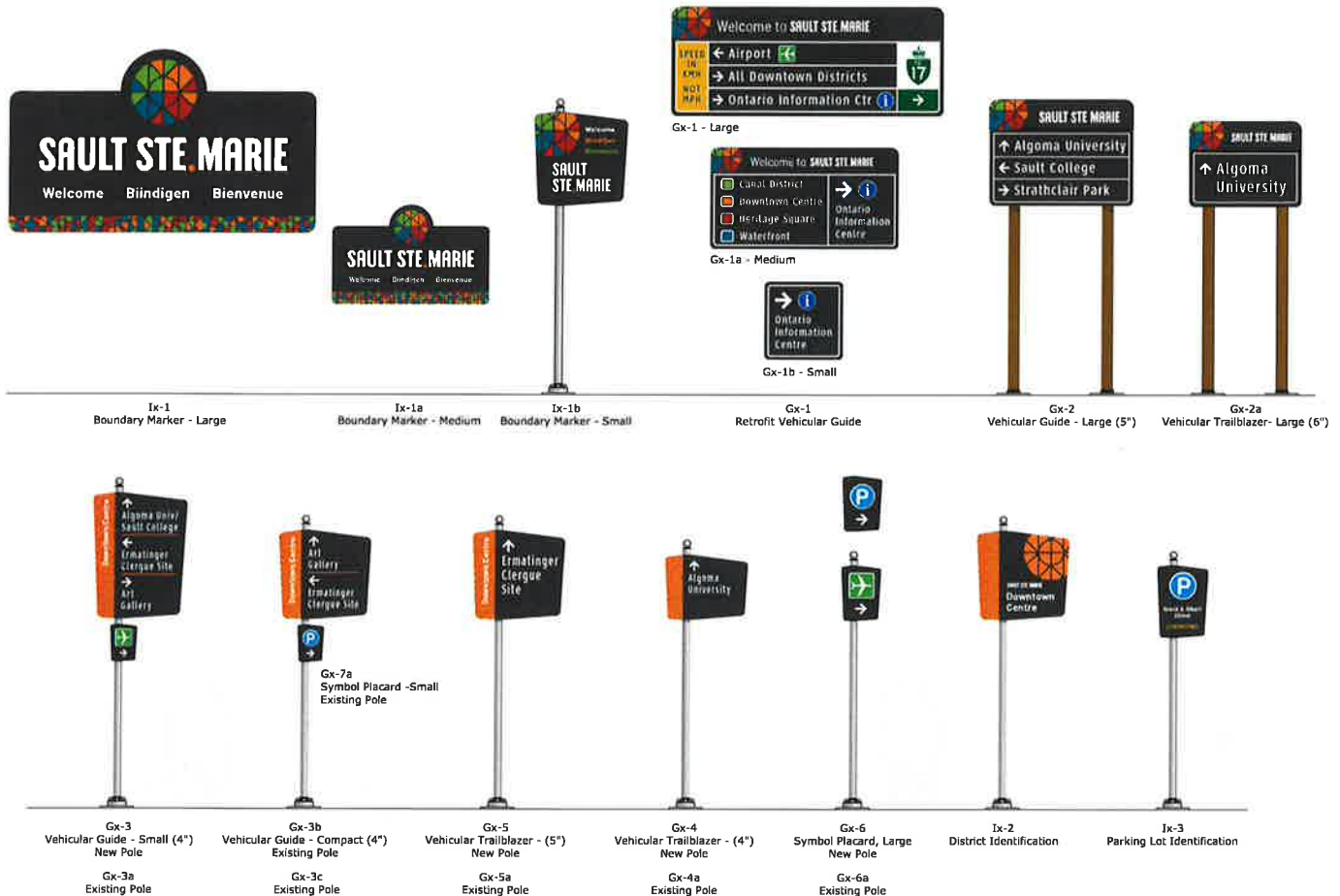
In order to secure funding for a new wayfinding signage system, Albany needed to develop a master plan that presented a vision for directional signage, created portals to the city, and provided concepts for interpretive/placemaking signs for the historical and cultural assets in the downtown area. Working with the Downtown Albany Business Improvement District, Albany Parking Authority, and members of Albany's Cultural Heritage & Tourism Partnership, Corbin Design developed a thorough plan and design for Albany leaders to present for grant applications.

With status as a state capital and significant growth and development, Albany had several challenges they were looking to alleviate with a new wayfinding plan. The original system

was focused on the Central Business District, but the new design and system has the flexibility to grow with the city in the future. The existing wayfinding in Albany was a layered result of several signage projects executed over the years by various groups. The sign design has an updated and unified aesthetic that will help visitors identify and use the system and creates a cohesive look. Working with the client we developed the design and a Master Plan document that clearly shows the benefits of the system that can be used to help the city secure funding.

CITY OF SAULT STE. MARIE

Sault Ste. Marie, Ontario, Canada



Located on the Canadian side of the St. Mary's River, Sault Ste. Marie is a unique border town offering visitors a mix of urban and natural amenities and destinations across a 220-square kilometer (85-square mile) area. With a vibrant new brand in place, the city brought on Corbin Design to develop a complementary vehicular wayfinding signage program.

Without a strict sign code, roadways were overwhelmed with sign clutter. With the goal of using fewer, better signs, Corbin Design recommended that hard to understand iconographic, single destination signs be replaced and the city update its sign code to limit temporary signage.

As the new brand was so colorful and eye-catching, it was incorporated into the sign design. By applying the brand to a unique shape, the signs act as easy-to-locate wayfinding beacons to help visitors move about the city. Since the city spans such a large area, we recommended that the city adopt smaller sub-districts to be highlighted in the downtown area. Signs were able to direct visitors to the districts before narrowing down to focus on specific destinations. Districts were assigned a color featured in the city brand and added to the signs as a side banner, while non-district areas had a banner featuring the general city branding.

CITY OF DANVILLE

Danville, Illinois



Improving the visitor experience was the city of Danville's main goal when they hired Corbin Design to create a Wayfinding Master Plan. The city was looking to increase the awareness of commercial areas and connect the city's various areas of activity.

To achieve these goals, three districts were created:

- Campus District: Home to the Veterans Affairs Hospital and Danville Area Community College
- Downtown Danville: The city's vibrant business, residential, and entertainment district
- Retail District - The community shopping and dining hub

To visually communicate and connect these areas of activity to one another, each district was assigned its own color and icon to help build branding and recognition throughout the city. These district identities are introduced on gateway directional signs to help create a sense of arrival for the visitor and to create awareness of the depth of destinations that reside within Danville. The district identities are then reinforced throughout the signage system. The system design was inspired by the large amount of culture and arts in the area. It is a gentle nod to the city's past while recognizing its future progress.

Akron, Ohio

Downtown Wayfinding Plan - 2007-2010

Albany, New York

Downtown Wayfinding Master Plan - 2018

Alva, Oklahoma

Sign System Design - 2015

Ann Arbor, Michigan

Downtown Wayfinding System - 2007-2010

Atlanta, Georgia

Downtown & Midtown Wayfinding System - 2002-2006, 2014, 2017

Battle Creek, Michigan

Downtown Wayfinding System - 2004-2005

Bay City, Michigan

Citywide Wayfinding System - 2009-2012

Berkley, Michigan

Citywide Wayfinding System & Map - 2017-2021

Bloomington, Indiana

Citywide Wayfinding System - 2001-2004

Brampton, Ontario, Canada

Citywide Wayfinding System - 2005-2009

Bruce County, Ontario, Canada

Regional Wayfinding Plan - 2008-2009

Bryan and College Station, Texas

Regional Wayfinding Plan - 2005-2009

Calgary, Alberta, Canada

City Centre Pedestrian & Transit Wayfinding Systems - 2009-2013

City Centre Vehicular Wayfinding System - 2015-2020

Carthage, Missouri

Citywide Wayfinding System - 2014-2018

Cedar Rapids, Iowa

Downtown Wayfinding Plan - 2017

Charles City, Iowa

Citywide Wayfinding and Signage Plan - 2017

Chelsea, Michigan

Downtown Wayfinding System - 1991, 2005

Columbus, Indiana

City Wayfinding Plan - 2001-2005

Danville, Illinois

Citywide Wayfinding Plan - 2015-2016

Dayton / Montgomery County, Ohio

Regional Wayfinding Plan - 1999

Duluth, Minnesota / Superior, Wisconsin

Citywide Wayfinding Analysis and Design - 2002-2004

East Lansing, Michigan

Downtown Wayfinding System - 2013

Enid, Oklahoma

Downtown Wayfinding Plan - 2016

Fairbanks, Alaska

Downtown Wayfinding Analysis and Design - 2013

Fairborn, Ohio

Citywide Wayfinding Plan - 2018-2019

Fort Worth, Texas

Citywide Wayfinding System - 2012-2015

Fox Cities of Wisconsin

Regional Wayfinding Plan - 2006

Fox Lake, Illinois

Citywide Wayfinding Plan - 2019-2020

Frankenmuth, Michigan

Citywide Wayfinding Plan - 1997

Frisco, Texas

Citywide Wayfinding System - 2010-2013

Georgetown, South Carolina

Downtown Wayfinding System - 2010-2011

Grand Rapids, Michigan

Downtown, Skywalk & RiverWalk Wayfinding Plans - 2000-2009

Harbor Springs, Michigan

Downtown Wayfinding System - 2016-2018

Holland, Michigan

Downtown Wayfinding System - 2000, 2010

Honolulu, Hawaii

Convention Center Vehicular Wayfinding Signage - 1997

Howell, Michigan

Citywide Wayfinding System - 2004-2005

Indianapolis, Indiana

Downtown Wayfinding System - 1998, 2005, 2010-2011

Kalamazoo, Michigan

Downtown Wayfinding System - 2001

Kansas City, Missouri

Downtown / Greater Downtown Wayfinding System - 2000-2006

Kingsport, Tennessee

Citywide Wayfinding Plan - 2008-2010, 2016

Greenbelt Trail Signage Plan and Map - 2017-2018

Lafayette, Indiana

Downtown Wayfinding Plan - 2012

Lansing, Michigan

Downtown Wayfinding System - 2001-2003

Downtown Wayfinding Plan & Map - 2016-2018

Capital Complex District Plan - 2016

Lehigh Valley, Pennsylvania

Regional Wayfinding Plan - 2008-2011

Lincoln, Nebraska

Citywide Wayfinding Analysis and Design - 2010-2011

Los Angeles, California (with Hunt Design)

Downtown Wayfinding System - 2000-2005

Mackinaw City, Michigan

Pedestrian Kiosk and Map Design - 2018

Madison, Wisconsin

Citywide Wayfinding Plan - 1995

McKinney, Texas

Citywide Wayfinding Plan - 2021-present

Medina, Ohio

Historic Business District Wayfinding System - 2006-2010

Meridian Township, Michigan

Municipal Center Wayfinding System - 2020-present

Milwaukee, Wisconsin

Downtown & Riverwalk Wayfinding - 2003-2010, 2019-present

Montgomery County/Crawfordsville, Indiana

Regional Wayfinding System - 2019-present

Mount Clemens, Michigan

Downtown Wayfinding Plan - 2008-2009

Mount Pleasant, South Carolina

Coleman Boulevard Signage Design - 2015
MP Waterfront Park Wayfinding Plan - 2016

Northern Ontario, Canada

Wayfinding Strategy - 2014

Oak Point, Texas

Vehicular Wayfinding System - 2021-present

Oklahoma City, Oklahoma

Downtown Wayfinding System - 2004

Peoria, Illinois

Downtown Wayfinding Plan - 2018

Petoskey, Michigan

Downtown Wayfinding System - 2003-2004

Plano, Texas

Citywide Wayfinding Plan - 2017-present

Quad Cities, Illinois, Iowa

Regional Wayfinding Plan - 2001-2007

Racine, Wisconsin

Citywide Wayfinding System - 2015-2019

Raleigh, North Carolina

Downtown Wayfinding System - 2006-2008

Rochester, Michigan

Downtown Wayfinding Plan - 2007-2010

Rochester, New York

Citywide Vehicular Wayfinding Plan - 2001-2008

Rock Hill, South Carolina

Citywide Wayfinding Plan - 2007-2008

Rocky Mount, North Carolina

Citywide Wayfinding Plan - 2018-2020
Rocky Mount Mills District - 2020-present

Royal Oak, Michigan

Central Business District Wayfinding Master Plan - 2002-2004

Saline, Michigan

Citywide Wayfinding Plan - 2006-2008

Sault Ste. Marie, Michigan

Citywide Wayfinding Plan - 1995

Sault Ste. Marie, Ontario, Canada

Citywide Wayfinding Plan - 2018-2019
Downtown Pedestrian Wayfinding Plan - 2021-present

Sioux City, Iowa

Downtown Wayfinding Plan - 2017-2020

South Bend, Indiana

Citywide Wayfinding Plan - 2018-2019

Springfield, Missouri

Citywide Wayfinding Plan - 2003-2010

St. Clair Shores Nautical Mile, Michigan

District Wayfinding Analysis - 2017-2018

St. Louis / St. Louis County, Missouri

Regional Wayfinding System - 2009-2013
Arch Park Wayfinding Plan - 2018

Stillwater, Oklahoma

Citywide Wayfinding Analysis and Design - 2004

Traverse City, Michigan

Downtown Wayfinding System - 2008-2009

Tulsa, Oklahoma

Downtown Wayfinding System - 2007-2008

Vail, Colorado

Townwide Wayfinding Plan - 2000

Wausau, Wisconsin

Downtown Wayfinding Plan - 2015-2016

West Lafayette, Indiana

Downtown Wayfinding Plan - 2012

Wilkes-Barre, Pennsylvania

Downtown Wayfinding Analysis - 2007-2008

Wisconsin Dells / Lake Delton, Wisconsin

Citywide Wayfinding Plan - 2005

Wisconsin Rapids, Wisconsin

Downtown & Trails Wayfinding Plan - 2020-2021

West Lafayette, Indiana

Downtown Wayfinding Plan - 2012



MEMORANDUM

Engineering Department

DATE: January 23, 2023

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Michigan Department of Environment, Great Lakes, and Energy (EGLE)
Drinking Water Asset Management (DWAM) Grant

INTRODUCTION:

The city has received a \$745,680.00 grant from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for Drinking Water Asset Management (DWAM). A resolution is required for the grant agreement.

BACKGROUND:

EGLE developed a financial assistance program called DWAM to provide funding for assisting drinking water supplies with asset management plan development and updates, and/or distribution system materials inventories as defined in Michigan's Revised Lead and Copper Rule. The Engineering Department submitted for this grant in late 2020 and included tasks of a condition assessment program of water distribution system valves and hydrants, and performing pipe integrity analysis. The grant application also included 364 water service line material verification, which equals one year of material verification required to comply with EGLE mandates for providing a final distribution system material inventory (DSMI).

Recently the DWAM Grant Program received additional funding through the American Rescue Plan Act (ARPA) and the city received notification in October 2022 that the city is in the fundable range to receive a grant. The city submitted a revised application on November 11, 2022, requesting \$745,680.00, and received notification in December 2022 of the full amount grant with no required match. The grant duration is through December 15, 2025.

LEGAL REVIEW:

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

FISCAL IMPACT:

This grant covers cost that would have been charged to water and sewer funds.

PUBLIC COMMUNICATIONS:

No public communication is necessary.

SUMMARY:

It is recommended the city accepts the \$745,680.00 DWAM grant by entering into an agreement with EGLE.

ATTACHMENTS:

- Drinking Water Assessment Management Grant Agreement
- Drinking Water Assessment Management Grant Application

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the agreement between the City of Birmingham and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for a \$745,680.00 Drinking Water Assessment Management grant award. In addition, authorize the City Engineer to electronically sign the agreement on behalf of the city.



DRINKING WATER ASSET MANAGEMENT GRANT AGREEMENT (ARP FUNDED)
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF BIRMINGHAM

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **City of Birmingham** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 53 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: <u>AMP/DSMI</u>	Project #: <u>DWA-126</u>
Amount of grant: <u>\$745,680</u>	100% of grant federal funding
Amount of match: none required	PROJECT TOTAL: <u>\$745,680</u>
Start Date: <u>3/3/2021</u>	End Date: <u>12/15/2025</u>

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 3/3/2021

Federal Awarding Agency: US Department of Treasury CFDA Number and Name: 21.027

FAIN Number: SLFRP0127 Research and Development Award: ☐ Yes ☒ No

SLFRF Category: Other Water Infrastructure 5.15 SLFRF Short Name: FRF3173

Major Program: ARPDWAM

GRANTEE CONTACT INFORMATION:

Name/Title: Melissa Coatta, City Engineer

Organization: City of Birmingham

Address: 151 Martin Street

City, State, ZIP: Birmingham, MI, 48012

Phone Number: 248-530-1839

E-Mail Address: mcoatta@bhamgov.org

Federal ID: 38-6004664

Grantee UEI Number: J32HKEJRJNJ8

SIGMA Vendor Number: CV0047835

STATE'S CONTACT INFORMATION:

Name/Title: Bridget Flanery, Departmental Analyst

Division/Bureau/Office: Finance Division

Address: 525 W Allegan Street

City, State, ZIP: Lansing, MI 48909

Phone Number: 517-282-0280

E-Mail Address: FlaneryB@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

	Melissa Coatta, City Engineer	
Signature	Name/Title	Date

FOR THE STATE:

	Kelly Green, Administrator	
Signature	Name/Title	Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 15
Feb 1 – Feb 28	Mar 15
Mar 1 – Mar 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	Aug 15

Aug 1 – Aug 31	Sept 15
Sept 1 – Sept 30	Before Oct 10*
Oct 1 – Oct 31	Nov 15
Nov 1 – Nov 30	Dec 15
Dec 1 – Dec 31	Jan 15

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

A) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

- (i) Subrecipient name (which must match the name associated with its unique entity identifier)
- (ii) Subrecipient's unique entity identifier
- (iii) Federal Award Identification Number (FAIN)

- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
- (v) Subaward Period of Performance Start and End Date
- (vi) Subaward Budget Period Start and End Date
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
- (xiii) Identification of whether the award is R&D; and
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part,

(6) Appropriate terms and conditions concerning closeout of the subaward.

B) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

F) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

G) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

H) 200.332 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is

caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is:
<https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
 - a. Procure or otherwise arrange for the audit, if required.
 - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
 - c. Promptly follow up and take corrective action on the audit findings.
 - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after

written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. STATUTORY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
- (3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Use of Funds Restrictions:

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with

other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

XXIV. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.]

XXVII. PREVAILING WAGE and LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

Grantee must provide either

- 1) a certificate for a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f))
- 2) or provide a project workforce continuity plan, detailing:
 - a) How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
 - b) How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - c) How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
 - d) Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
☒ Yes ☐ No
 - e) Whether the project has completed a project labor agreement.
☒ Yes ☐ No

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (“ARPA”), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (“FRF”). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant’s Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury’s Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

This project involves work related to the City of Birmingham's (Birmingham) Distribution System Materials Inventory (DSMI) and drinking water Asset Management Plan (AMP). Field verification will be conducted for a minimum of 364 service lines out of their total of 6,012, based on Birmingham's knowledge of unknown service lines at the time of this agreement, in accordance with EGLE's Drinking Water and Environmental Health Division's Minimum Service Line Material Verification Requirements. This includes effort by a consultant and contractor staff to pothole on either side of each curb stop and conduct in-building documentation of service line materials. This project includes applicable restoration to original condition of potholed locations.

Birmingham's drinking water AMP will be updated based on a comprehensive asset inventory as well as other portions of the plan, including condition assessment, water system criticality, level of service assessment, and revenue structure development. The AMP will also include updates from the DSMI investigation. Information gathered will be incorporated into an existing Geographic Information System database and water system maps will be developed.

EGLE approved estimated project costs include:

Task	Budget
AMP	\$357,000
DSMI	\$388,680
Equipment	\$0
Project Cost Subtotal	\$745,680
Total Grant Amount	\$745,680

Indirect costs are not allowed under this agreement.

Grantees must obligate all funds to any subrecipients by December 31, 2024. Therefore, all grantees must have a signed contract in place with all contracted parties for the work to be completed with these grant funds by December 31, 2024. In addition, all project work must be completed by December 31, 2026.

Program-specific Requirements:

- a) Non-professional contractor services should be competitively bid.
- b) A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
- c) Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
- d) Eligible equipment purchases with acceptable justification, such as computer hardware or software used directly for asset management or materials assessment, can be reimbursed at 25 percent of the purchase price if the equipment can be used for multiple asset types, at EGLE's discretion. This may include training related to that equipment/hardware/software purchase. If the equipment will be shared with a neighboring community, EGLE will consider reimbursement up to 50 percent of the equipment purchase price. Adequate maintenance and procedures must be developed to keep equipment purchased in good working condition for the entirety of the grant period.
- e) Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 15 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLE's website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



DRINKING WATER ASSET MANAGEMENT (DWAM) GRANT APPLICATION

Sec. 1001, 2019 PA 57

Public Act 57 of 2019 was made effective on September 29, 2019. Section 1001 denotes language to provide grants for asset management plan creation and distribution system materials inventory.

Grants may be awarded for Asset Management Plan (AMP) development or updates, and/or distribution system materials inventory (DSMI) related activities. The maximum grant amount allowable per applicant is \$1 million. There are no local match requirements. Applications will be accepted continuously until funding is exhausted. Applications will be awarded on a quarterly funding cycle. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) may reevaluate program and system needs after one year. Grant applications must be received by close of business on these dates to be funded in the applicable quarterly funding cycle:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Application Deadline	January 1, 2021	April 1, 2021	July 1, 2021	October 1, 2021
Anticipated Grant Award Date (on or before)	March 15, 2021	June 15, 2021	September 15, 2021	December 15, 2021

Type I Community Water Supplies and Type II Nontransient Noncommunity Water Supplies are eligible to apply. Applicants must not appear on the federal Debarment and Suspension List and must be in good standing with EGLE programs (i.e., no EGLE grant revoked or terminated and no demonstrated inability to manage a grant or meet obligations in a project contract with EGLE).

Application for DWAM Grant

Applicant Name:		Project Name:	
City of Birmingham		Service Line Material Investigation Project and Asset Planning	
Project Location (City or Village or Township, and County):		Population Served by System:	
BirminghamOakland		20472	
Estimated Project Start Date (month/year):		Estimated Project End Date (month/date/year):	
01/2023		12/31/2024	
Project Contact #1 (Authorized Signatory):		Project Contact #2 (Consulting Engineer or other):	
Name: Melissa Coatta		Name: James Surhigh	
Title: City Engineer		Title: Associate	
Telephone: (248) 530-1839		Telephone: (248) 454-6342	
Address: 151 Martin Street		Address: 555 Hulet Drive	
BirminghamMI48012		Bloomfield HillsMI48302	
E-mail address: mcoatta@bhamgov.org		E-mail address: JSURHIGH@HRCENGR.COM	

Project Summary: Attach project workplan or summary pages; should include project need, what will be addressed and how, and map(s) illustrating project work areas.

Project Cost Information: Attach documentation of estimated project costs in project workplan/summary (may include vendor estimates/quotes, contracts, etc.). Grant eligible costs are those that are associated with AMP creation/update and/or DSMI. This may include asset inventory and condition assessment, level of service, criticality assessment, revenue structure review/development, and Capital Improvement Planning as part of AMP creation/update; equipment purchase if needed and used as a direct interface for asset management or materials assessment; and verification of materials for Final DSMI, including potholing/hydrovacing/trenching for inventory/planning purposes. Additional eligibility items as related to equipment purchases is discussed on the [DWAM Grant Overview Guidance Document](#).

Eligibility is project specific and determined on a case-by-case basis by EGLE. Costs not eligible for grant inclusion include, but are not limited to, tangible permanent construction.

Provide Estimated Project Costs:

1. AMP Costs	357,000.00
2. DSMI Costs	388,680.00
3. Equipment Purchase Costs	0.00
4. Project Cost Subtotal	745,680.00
5. Requested Grant Amount*	745,680.00

*Total grant amount cannot exceed \$1,000,000.

Ranking/Scoring: Projects will be batched and scored in each quarterly funding cycle. Scores will be based on the criteria established in the [DWAM Grant Overview Guidance Document](#).

Fill in the appropriate response below:

- Has the water supply had a lead or copper Action Level Exceedance (ALE) in the past three years?
☒Yes ☐No
- Did the water supply submit its Preliminary DSMI to EGLE? ☒Yes ☐No If yes:

Number of service lines that are 'unknown-likely contains lead' that need to be verified for Final DSMI:

0

Number of service lines that are 'unknown-likely does not contain lead' that need to be verified for Final DSMI:

0

Number of service lines that are 'material unknown' that need to be verified for Final DSMI: 0

Total number of service lines in the water supply: 7979

3. Has the water supply implemented an EGLE-approved AMP? ☒ Yes ☐ No
4. Has the water supply entered into an Administrative Consent Order with EGLE related to AMP deficiencies that will be addressed as part of the awarded grant? ☐ Yes ☒ No
5. Was the water supply's most recent Sanitary Survey completed with no deficiencies? ☒ Yes ☐ No
6. Did the water supply complete the Michigan Infrastructure Council's [Asset Maturity Assessment](#)?
☐ Yes ☒ No

I certify that the information provided in this application is complete, true, and accurate to the best of my knowledge.

Printed Name and Title:		Signature:	Date:
Melissa Coatta	City Engineer		11/11/22

Submit completed form and applicable attachments to [EGLE-DWGrants@michigan.gov](mailto:EGL-DWGrants@michigan.gov).

Or via U.S. mail to: Michigan Department of Environment, Great Lakes, and Energy
Finance Division – Water Infrastructure Financing Section
525 West Allegan Street
P.O. Box 30457
Lansing, Michigan 48909-7957

For information or assistance on this publication, please contact the program, through EGLE Environmental Assistance Center at 800-662-9278. This publication is available in alternative formats upon request.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

November 11, 2022

Michigan Department of Environment, Great Lakes, and Energy
Finance Division - Water Infrastructure Financing Section
525 West Allegan Street
Lansing, Michigan 48909

RE: Drinking Water Asset Management Grant Work Plan
City of Birmingham, Michigan

HRC Job No. 20201033

The following provides additional information to supplement the for the proposed activities to completed as part of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Drinking Water Asset Management (DWAM) grant.

≡ Project Need

The City's water distribution system contains over 100 miles of 4-inch to 16-inch water main and approximately 875 hydrants and 1,377 line valves. Approximately 50% of the City's system was installed before 1939 and over 75% prior to the year 2000. The City would like to further develop and update its asset inventory and Asset Management Program to assess the condition of its water system assets, determine the risk associated with failure of its water system assets and establish investment strategies for the drinking water assets in the City of Birmingham.

The preliminary distribution system material inventory (PDSMI) completed by the City of Birmingham indicated that 731 of the City's 7,979 water services were "Lead" and that the City was confident the remainder of the water service lines (7,248) contained neither "Lead" nor "Galvanized previously connected to Lead". However, as part of EGLE's "Minimum Service Line Material Verification Requirements" guidance, the definition of "known" has been clarified since the PDSMI work and as such a significant number of the 7,248 water service lines not indicated as lead would have been considered "unknown" if this guidance was provided at the time of the DWAM Grant Application submittal deadline (total of 6,019 "unknown" service lines). The requested Grant funds will be used to verify the material of these "unknown" service lines in accordance with the "Minimum Number of Service Lines Requiring Physical Verification" guidance and support the collection, documentation and organization of information to develop the Complete DSMI.

However, as part of the City's Lead Service Line Replacement (LSLR) program, City staff has discovered anomalies in the existing information (namely tap cards) used to develop the PDSMI. The City would like to rectify these anomalies in order to more efficiently manage their LSLR program, and support the collection, documentation and organization of information to judiciously complete the Final DSMI.

≡ Project Plan

Asset Management Planning (AMP) Work

For Task #1 of the AMP work, the City would like to update its water system asset management program to strategically maintain the City's existing water system assets. In order to do so, the City first needs to supplement its existing asset inventory, particularly location, condition and attributes of its water system assets. The City will develop a Condition Assessment Program of Water Distribution System Valves and Hydrants to record, document and collect current location, condition and attribute information on all of its accessible water system assets installed prior to the year 2000, including line valves, fire hydrants and hydrant companion valves.

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

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

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

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

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

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

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

The scope of work would consist of the following;

- 1) Locating all valves and hydrants
- 2) Identifying the assets
- 3) Accessing the assets
- 4) Visual inspection of assets
- 5) Assess the condition of the assets
- 6) Collect asset attribute information
- 7) Document and organize the information collected for each asset
- 8) Asset marking
- 9) Providing a Deliverable Report

For Task #2 of the AMP work the following tasks would be included

- Reviewing how water main is inventoried in the existing GIS system, specifically, refining how water main is separated into individual assets into block-to-block segments and implementing this consistent approach within the GIS.
 - Attribution will also be added to the GIS framework to allow for counting the predicted lead service lines in each area so that proposed capital work can be prioritized along with service line replacement projects.
- Performing a pipeline integrity assessment that will assist in determining the probability of failure and remaining useful life of water main assets.
 - Factors such as material, installation history, laying conditions, depths, topography, installer, joint type, geotechnical information, operational characteristics, etc. will be reviewed against known break frequency to reveal any trends in performance and extract any tendencies in the data.
 - This pipeline integrity assessment will be a desktop model that will consider condition and performance based on available data to assist the City with programming future main rehabilitation and replacement projects and to determine which factors may be most useful for prioritizing replacements or other interventions.
- Reviewing and updating replacement costs for water system assets, including a per unit cost for water main, valves, etc. which will include multipliers to reflect size, depth, proximity to road, and other factors.
- Coordinating work orders with the City's Categraph CMMS to better track and collect data on standard, predictive, preventative and corrective maintenance work performed on system valves and hydrants.
- Developing factors for estimating probability and consequence of failure for hydrants and valves.
- Developing factors that will be used to better identify critical customers to assist in determining consequence of failure of assets and overall risk assessment.
- Developing Key Performance Indicators (KPIs) that will allow for measuring progress toward level of service goals and developing standardized and automated reporting. This will improve communicating system performance with decision-makers and customers alike and will allow for reporting data to the WAM-C dashboard.

Distribution System Materials Inventory (DSMI) Work

The current scope of service line material investigations is based on the physical verification of a random representative sample of the unknown services lines in the City's distribution system. Based on guidance from EGLE's "Minimum Service Line Material Verification Requirements" document, the City of Birmingham has 6,012 service lines within their distribution system that would be categorized as "unknown". Therefore, the City would be required to physically verify a minimum of 364 of these service lines in order to produce a statistically sound subset of information and assess the reliability of their existing records and predict service line materials at locations that were not physically verified for the completion of their Complete DSMI. The investigation of the unknown service lines will consist of potholing at the curb stop locations (at least 24 inches on either side of the curb stop) to physically observe the public

and private side service line piping materials as well as coordinating with residents a time and date to conduct an internal verification of the service line material upstream of their meter. The estimate per line cost is inclusive of excavations to complete the verification, communicating the project with impacted residents, scheduling internal investigations, time spent reviewing and documenting all physical verifications, and restoration of the surface.

≡ Map(s) illustrating project work area

Maps of the City are attached that include estimated installation year of the water mains in the distribution system and approximate build year of the housing stock within the City. These maps will help the City develop their future service line materials investigation program (if necessary) and help target areas to focus future verification efforts. The City will plan to utilize in real time, the asset inventory information collected through Asset Management Planning portion of this Grant to provide additional information in which to develop its lead service line replacement program.

A map of the City's water distribution system highlighting the 57 miles of water main that were installed prior the year 2000 which will be the focus of the Condition Assessment for Water Distribution Valves and Hydrants Program.

≡ Cost

It is estimated that the Work in AMP Task #1 to locate and inspect each line valve, fire hydrant and companion valve, complete all the necessary locating, attribute collection and condition assessment and document and report the findings **will cost \$95 for each asset**. The basis of this projection is from past proposals for this Work and discussions with local water supply systems that have performed the condition assessments programs. AMP costs were based on previous experience coordinating Condition Assessment for Water Distribution Valves and Hydrants programs and cost sharing information with other water systems on this process.

The work involved with AMP Task #2 will be performed with professional services utilizing a combination of outside engineering consultants and internal staff. Only the external consulting costs are included in this application at this time. The total estimated cost for the cost of work is **estimated to be \$100,000**, which is subdivided as follows:

- Consultant will provide strategic asset management services and guidance related to pipeline integrity analysis (desktop model that will consider condition and performance based on available data), operation and maintenance strategy review and development of KPIs and associated reporting dashboards. **Estimated cost: \$50,000.**
- Hubbell, Roth & Clark, Inc. (HRC) will provide support for the tactical work associated with reviewing and refining the inventory, assisting with condition assessment and recommending costing changes. They will also review and analyze data, assist with coordination and management of the other consultants and perform all GIS related activities to coordinate asset management strategies. **Estimated cost \$30,000**
- Consultant will execute the required software configuration and programming to implement the newly developed operational strategies and modifications to perform risk-based assessment and capital planning. **Estimated cost: \$20,000.**

The attached table is a bid tabulation from a service line verification program publicly bid in the Spring of 2020. The table summarizes service line verification costs from seven contractors and calculates the anticipated costs for "typical" curb stop service line verifications including excavations, visual verification and documentation, backfill and turf restoration. For the Grant application, a cost of \$788 per service line verification at the curb stop (physical investigation at the curb stop, points 2 & 3 based on EGLE Guidance) and a cost of \$120 per internal service line verification (physical investigation at the curb stop, point 1 based on EGLE Guidance) was used for the cost allocation estimate. In addition, professional engineering service costs are necessary to manage the service line verification program, including but not limited to; planning and coordinating the verification locations, scheduling, tracking and

observing the work, organizing the collected information, troubleshooting the asset management collection software, finalizing restoration items and administration of grant reporting and reimbursements.

Refer to the attached cost summaries for the breakdown of AMP and DSMI costs as provided in the DWAM Grant Application worksheet and the estimated professional service fees for the proposed work.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Bradley Shepler, P.E., CCCA, LEEP AP
Senior Associate

Attachment

pc: City of Birmingham; Melissa Coatta, Scott Zielinski
HRC; M. MacDonald, J. Surhigh, R. Duggar, File

CITY OF BIRMINGHAM
DRINKING WATER ASSET MANAGEMENT (DWAM) GRANT APPLICATION
ESTIMATED PROJECT COST BREAKDOWN

HRC Project No. 20201033

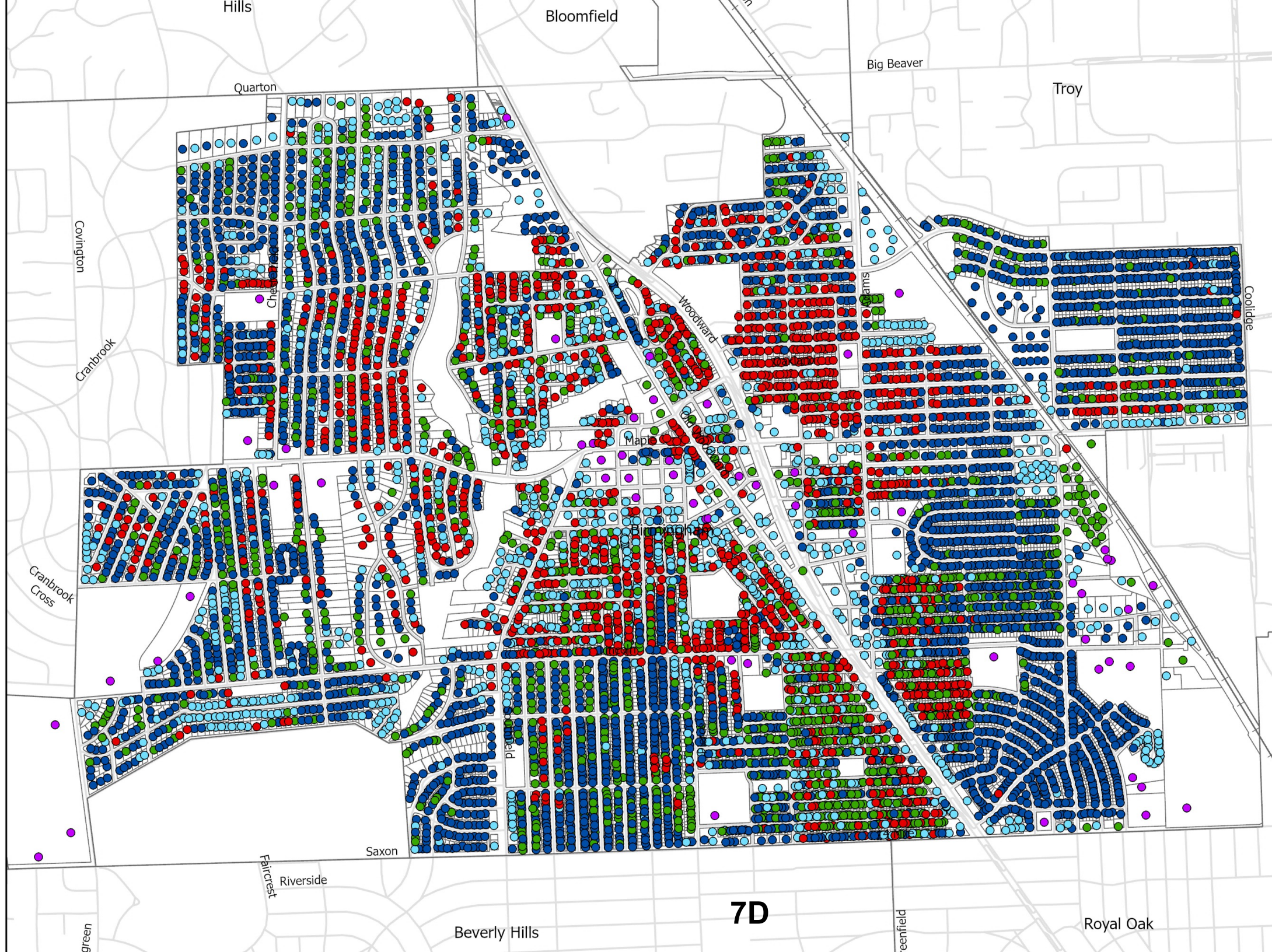
Asset Management Planning Costs

Task #1	Qty	Unit	Unit Price	Total	
1) Line Valve Identification, Assessment & GPS Survey (≤ 12" dia)	1030	each	\$ 95.00	\$ 97,850.00	
2) Fire Hydrant Identification, Assessment & GPS Survey	656	each	\$ 95.00	\$ 62,320.00	
3) Isolation Valve Identification, Assessment & GPS Survey	656	each	\$ 95.00	\$ 62,320.00	
Subtotal:				\$ 222,000.00	
Planning, Administration, Coordination & Reporting:				\$ 35,000.00	\$ 33,000.00
Task #1 Total:				\$ 257,000.00	
Task #2	Qty	Unit	Unit Price	Total	
1) Pipe Integrity Analysis	1	Isum	\$ 50,000.00	\$ 50,000.00	
2) Administrative Support (Review/Analyze Data, Coordination & Management, etc.)	1	Isum	\$ 30,000.00	\$ 30,000.00	
3) Risk assessment software configuration & programming	1	Isum	\$ 20,000.00	\$ 20,000.00	
Task #2 Total				\$ 100,000.00	
TOTAL AMP COSTS				\$ 357,000.00	

Distribution System Materials Inventory Costs

Task	Qty	Unit	Unit Price	Total	
1) Service Line Material Investigations (physical investigation at the curb stop, points 2 & 3 based on EGLE Guidance)	364	each	\$ 788.00	\$ 287,000.00	
2) Interior Service Line Verification (physical investigation at the curb stop, point 1 based on EGLE Guidance)	364	each	\$ 120.00	\$ 43,680.00	
Subtotal:				\$ 330,680.00	
Planning, Administration, Coordination & Reporting:				\$ 58,000.00	\$ 50,000.00
TOTAL DSMI COSTS				\$ 388,680.00	

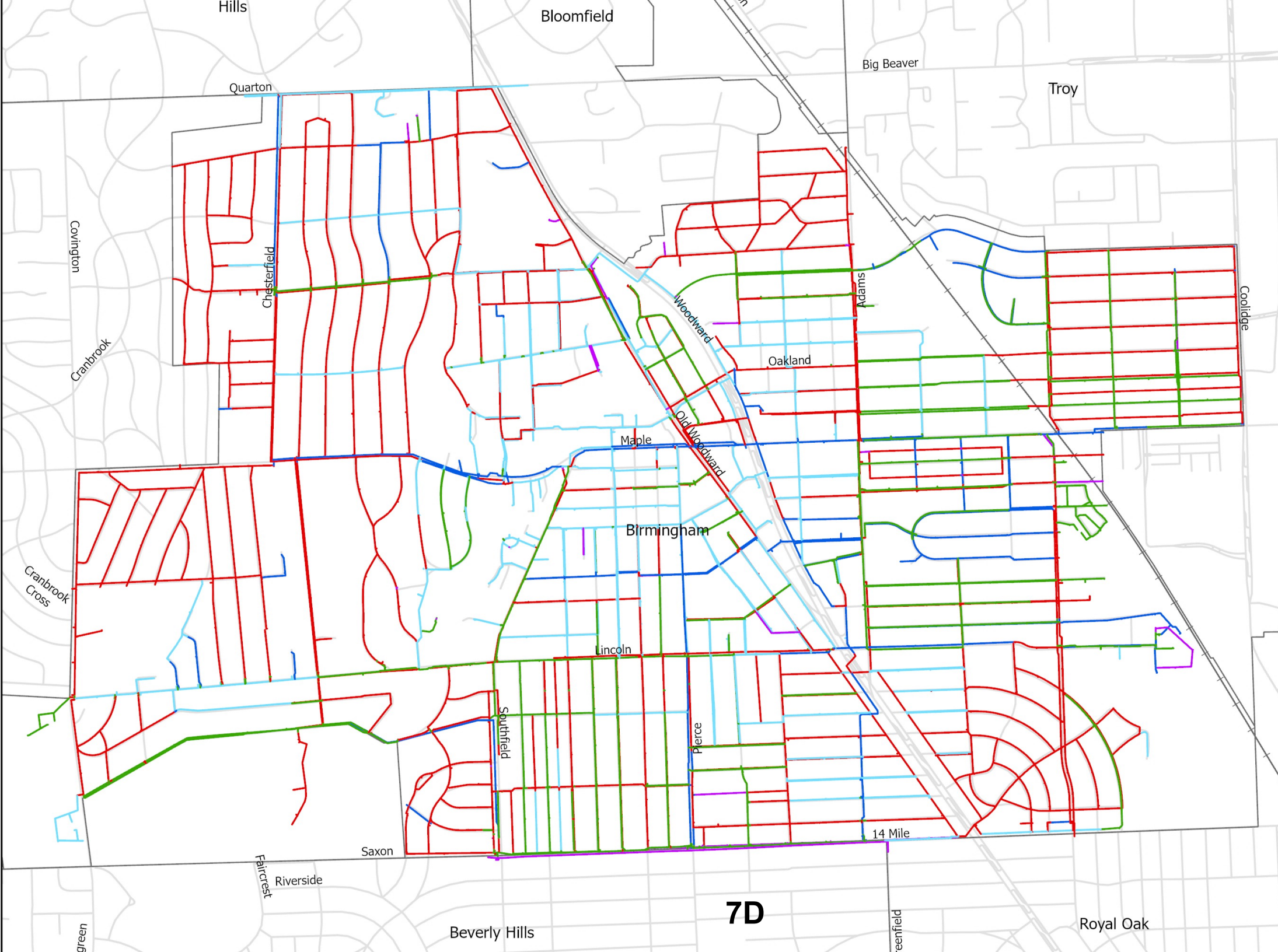
BID COMPARISON			Bids Due: May 5, 2020 at 10:00 AM										HRC Job # 20191046		
MUNICIPAL WATER SUPPLY SYSTEM SERVICE LINE VERIFICATION PROGRAM															
ITEMS OF WORK - UNIT COST WORKSHEET															
				Contractor #1		Contractor #2		Contractor #3		Contractor #4		Contractor #5		Contractor #6	Contractor #7
Line	Description	Unit	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price
SERVICE LINE VERIFICATION PROGRAM															
68	Service Line Material Verification, Curb Stop	EA	\$550.00		\$800.00		\$485.61		\$1,500.00		\$2,000.00		\$700.00		\$300.00
68a	Secondary Service Line Verification, Curb Stop	EA	\$150.00		\$150.00		\$200.00		\$150.00		\$150.00		\$150.00		\$150.00
69	Service Line Material Verification, Interior Penetration	EA	\$120.00		\$700.00		\$78.51		\$100.00		\$500.00		\$200.00		\$50.00
70	Service Line Material Verification, Water Main	EA	\$120.00		\$850.00		\$520.11		\$2,900.00		\$3,000.00		\$800.00		\$350.00
AS NEEDED MATERIALS AND SURFACE RESTORATION ITEMS															
71	3/4 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	\$323.00		\$155.00		\$87.77		\$70.96		\$120.00		\$105.00		\$60.00
72	1 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	\$323.00		\$155.00		\$124.83		\$109.56		\$130.00		\$155.00		\$100.00
73	1-1/2 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	\$500.00		\$455.00		\$295.85		\$287.64		\$220.00		\$320.00		\$254.00
74	2 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	\$500.00		\$555.00		\$407.94		\$404.37		\$350.00		\$530.00		\$414.00
75	6' Curb Valve Box (including Stainless Steel Rod)	EA	\$240.00		\$160.00		\$91.83		\$73.45		\$140.00		\$300.00		\$68.50
76	Pavt Rem, Concrete Roadway, Special	SYD	\$60.00		\$15.00		\$41.92		\$150.00		\$70.00		\$30.00		\$10.00
77	HMA Surface, Rem, Special	SYD	\$60.00		\$12.00		\$36.40		\$135.14		\$70.00		\$30.00		\$10.00
78	Driveway and Sidewalk, Rem	SYD	\$45.00		\$12.00		\$36.40		\$50.00		\$60.00		\$30.00		\$8.10
79	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Sod	SYD	\$22.00		\$11.00		\$30.62		\$70.59		\$350.00		\$20.00		\$32.50
80	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil, Seed and Mulch Blanket	SYD	\$22.00		\$9.00		\$28.55		\$68.00		\$300.00		\$15.00		\$28.00
81	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Hydroseed	SYD	\$22.00		\$10.00		\$23.38		\$65.00		\$300.00		\$15.00		\$30.70
82	Hardwood Mulch, 4 inch	SYD	\$23.00		\$10.00		\$16.82		\$50.00		\$200.00		\$30.00		\$21.00
83	Irrigation System Repair	EA	\$70.00		\$58.00		\$285.51		\$100.00		\$150.00		\$400.00		\$125.00
84	Maintenance Aggregate, 21AA	TON	\$45.00		\$28.00		\$140.61		\$75.00		\$29.00		\$50.00		\$45.00
85	Temporary Cold Patch	TON	\$350.00		\$200.00		\$389.01		\$100.00		\$250.00		\$400.00		\$100.00
86	HMA, 13A or approved equal (min 25 ton)	TON	\$350.00		\$305.00		\$546.33		\$75.00		\$350.00		\$500.00		\$140.00
87	Non Reinforced Concrete Roadway, MDOT P1 (min 10 cubic yards, aggregate)	CYD	\$450.00		\$305.00		\$892.71		\$400.00		\$250.00		\$600.00		\$290.00
88	Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (min 10 cubic yards, aggregate)	CYD	\$350.00		\$305.00		\$727.11		\$200.00		\$170.00		\$600.00		\$300.00
89	Concrete curb and gutter, MDOT P1 (min 10 cubic yards, aggregate)	LFT	\$50.00		\$49.00		\$101.36		\$80.00		\$45.00		\$75.00		\$34.00
TYPICAL CURB STOP SERVICE LINE VERIFICATION - WITH SIDEWALK REMOVAL & REPLACEMENT															
68	Service Line Material Verification, Curb Stop	1	EA	\$550.00		\$800.00		\$485.61		\$1,500.00		\$2,000.00		\$700.00	\$300.00
78	Driveway and Sidewalk, Rem	3	SYD	\$135.00		\$36.00		\$109.20		\$150.00		\$180.00		\$90.00	\$24.30
79	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Sod	4	SYD	\$88.00		\$44.00		\$122.48		\$282.36		\$1,400.00		\$80.00	\$130.00
88	Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (min 10 cubic yards, aggregate)	0.33	CYD	\$115.50		\$100.65		\$239.95		\$66.00		\$56.10		\$198.00	\$99.00
Subtotal Service Line Verification				\$888.50		\$980.65		\$957.24		\$1,998.36		\$3,636.10		\$1,068.00	\$553.30
TYPICAL CURB STOP SERVICE LINE VERIFICATION (AVOIDING PAVEMENT DISTURBANCE)															
68	Service Line Material Verification, Curb Stop	1	EA	\$550.00		\$800.00		\$485.61		\$1,500.00		\$2,000.00		\$700.00	\$300.00
68a	Secondary Service Line Verification, Curb Stop	1	EA	\$150.00		\$150.00		\$200.00		\$150.00		\$150.00		\$150.00	\$150.00
79	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Sod	4	SYD	\$88.00		\$44.00		\$122.48		\$282.36		\$1,400.00		\$80.00	\$130.00
Subtotal Service Line Verification				\$788.00		\$994.00		\$808.09		\$1,932.36		\$3,550.00		\$930.00	\$580.00



Buildings

Year Built

- <1935
- 1936-1959
- 1960-2000
- 2001-Today
- Unknown

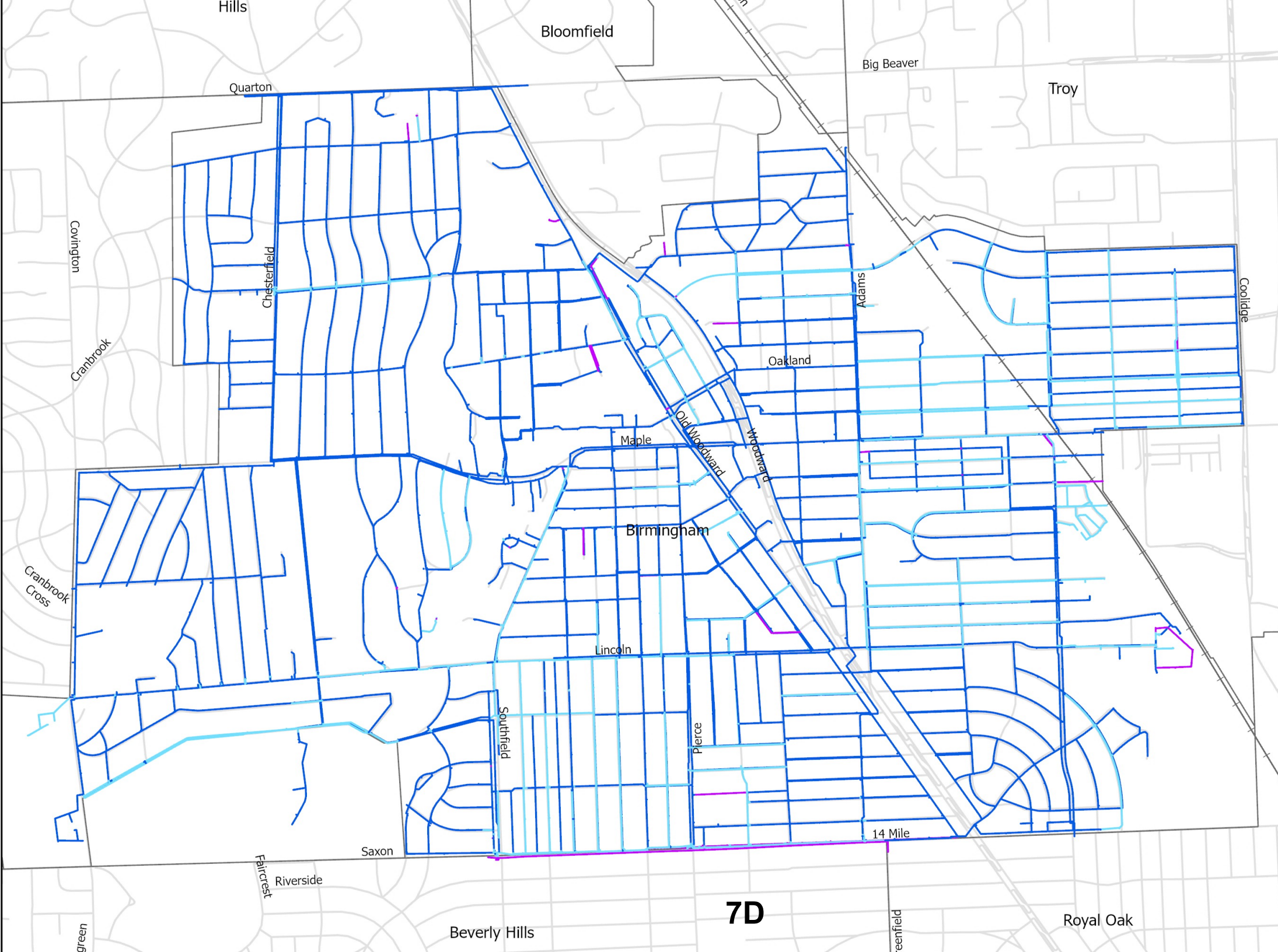


Water Mains

Year Installed

- <1935
- 1936-1959
- 1960-2000
- 2001-Today
- Unknown

7D



Water Mains

Year Installed

- <2000
- 2001-Today
- Unknown

7D

Drinking Water Asset Management (DWAM) Grant

Michigan Department of Environment, Great
Lakes, and Energy (EGLE)



Drinking Water Asset Management (DWAM) Grant

Overview:

- Grant from State of Michigan through Department of Environment, Great Lakes, and Energy (EGLE)
- Total Grant Amount: \$745,600
 - \$357,000 for Water Asset Management Plan (WAMP)
 - \$388,680 for Water Service Line Material Verification Work for Distribution System Material Inventory (DSMI)
- Schedule
 - Completion by December 15, 2025

Drinking Water Asset Management (DWAM) Grant

Water Asset Management Plan (WAMP) :

Field Tasks:

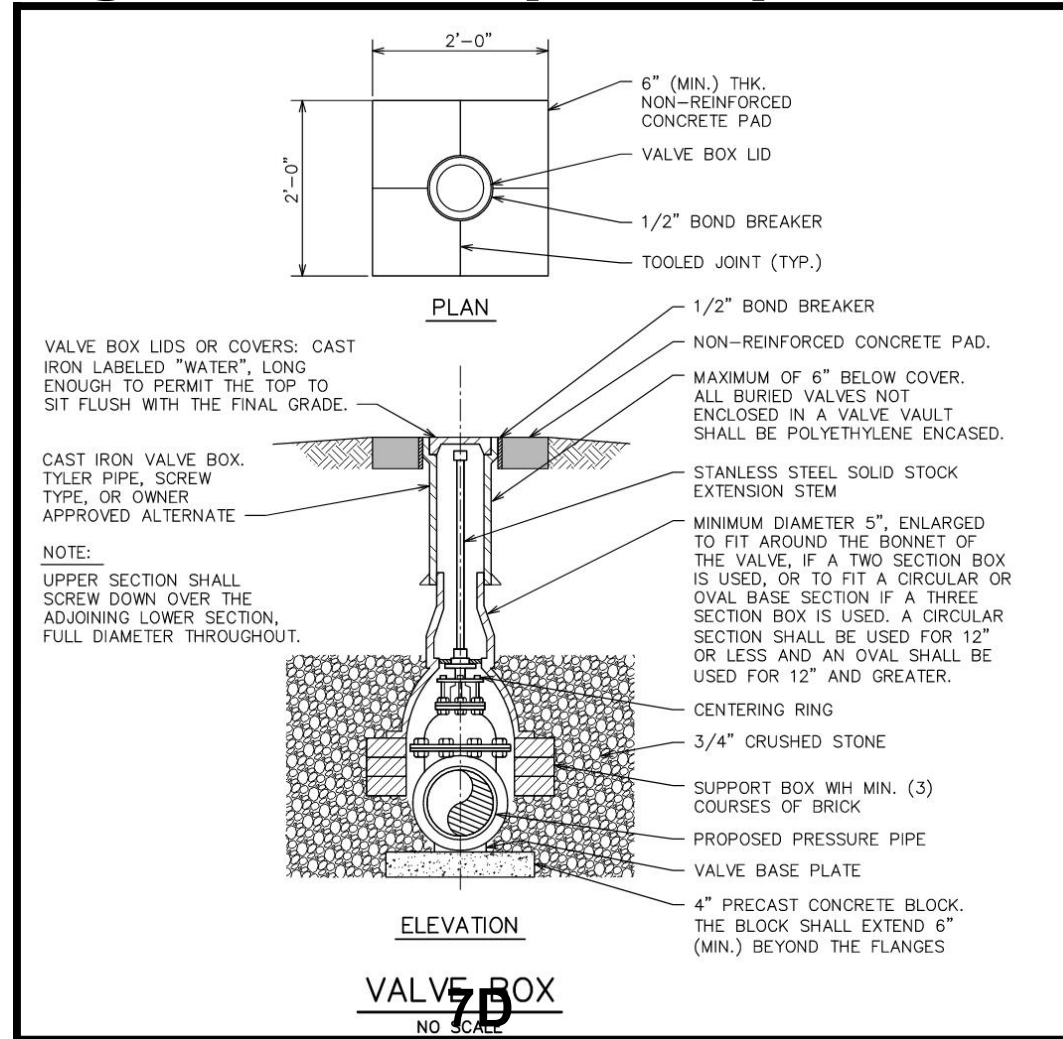
- Line Valve Identification, Assessment & GPS Survey
- Fire Hydrant Identification, Assessment & GPS Survey
- Isolation Valve Identification, Assessment & GPS Survey

Plan:

- Pipe Integrity Analysis
- Risk Assessment Software Configuration and Programming

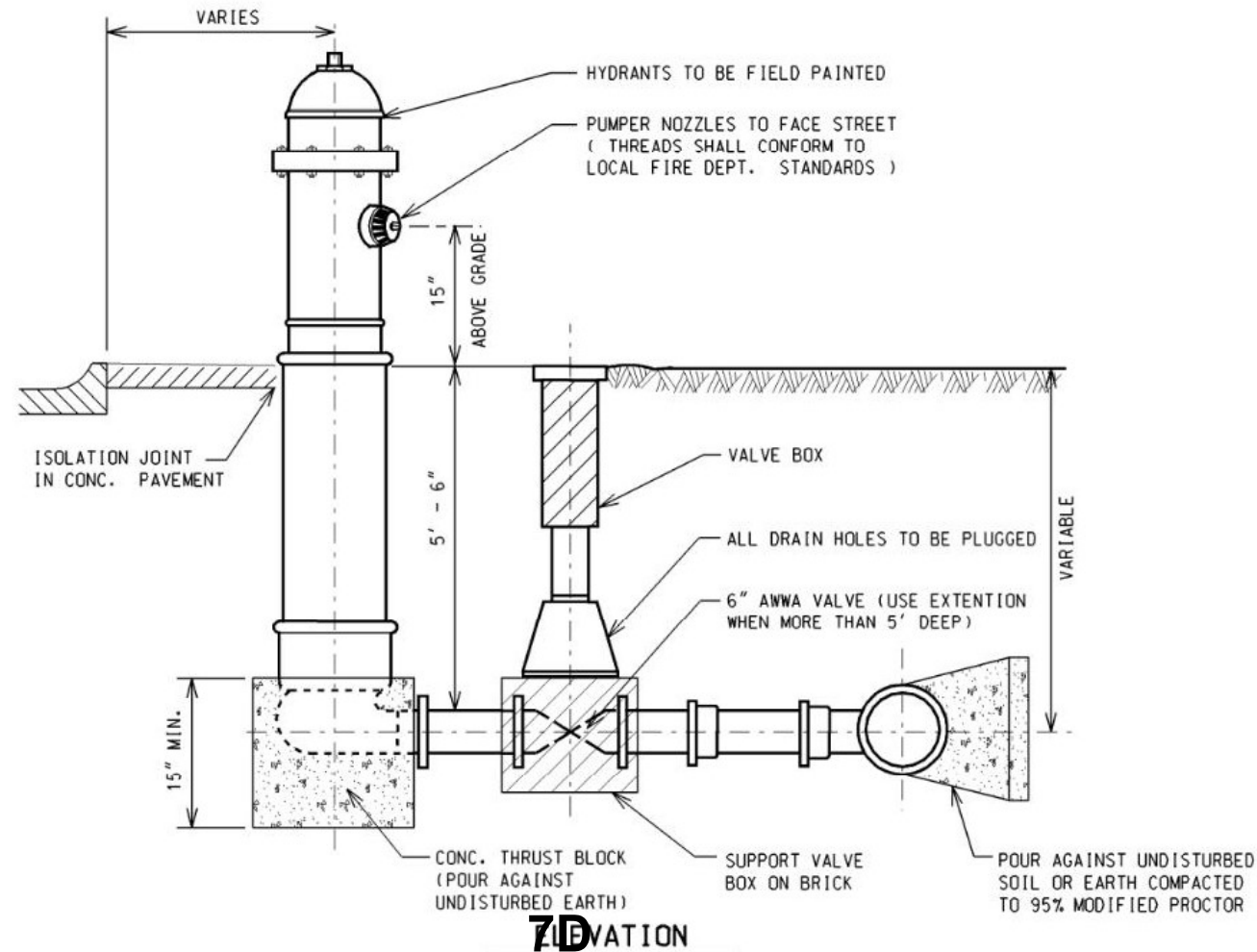
Drinking Water Asset Management (DWAM) Grant

Water Asset Management Plan (WAMP) :



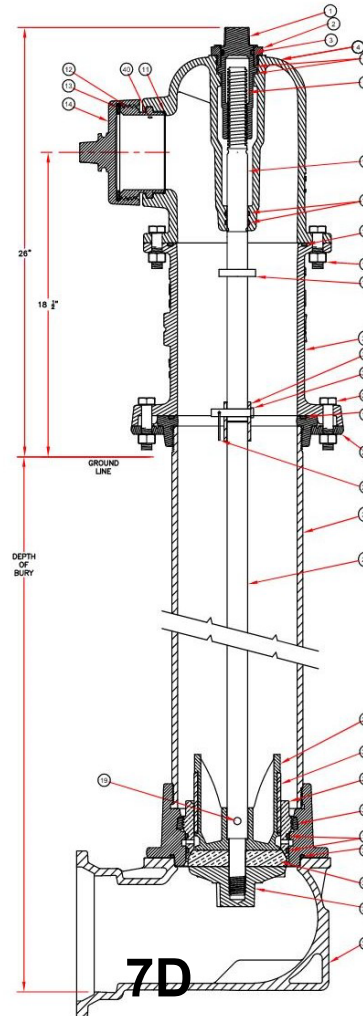
Drinking Water Asset Management (DWAM) Grant

Water Asset Management Plan (WAMP) :



Drinking Water Asset Management (DWAM) Grant

Water Asset Management Plan (WAMP) :



Drinking Water Asset Management (DWAM) Grant

Water Service Line Material Verification Work:

Continuation of 2022-2023 Water Service Line Verification Program

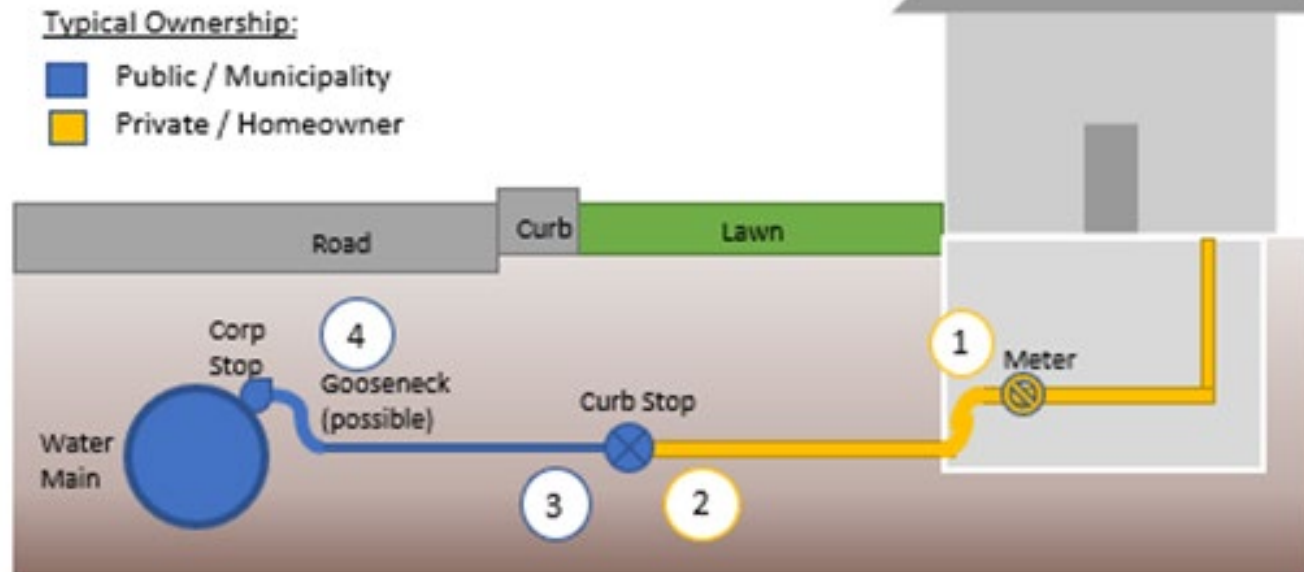
Grant Covers 364 Verifications

Field Tasks:

- Service Line Material Investigations at Points 2 and 3
 - Before and after curb stop
- Interior Service Line Verification at Point 1
 - Inside the house

Drinking Water Asset Management (DWAM) Grant

Water Service Line Material Verification Work:



Drinking Water Asset Management (DWAM) Grant

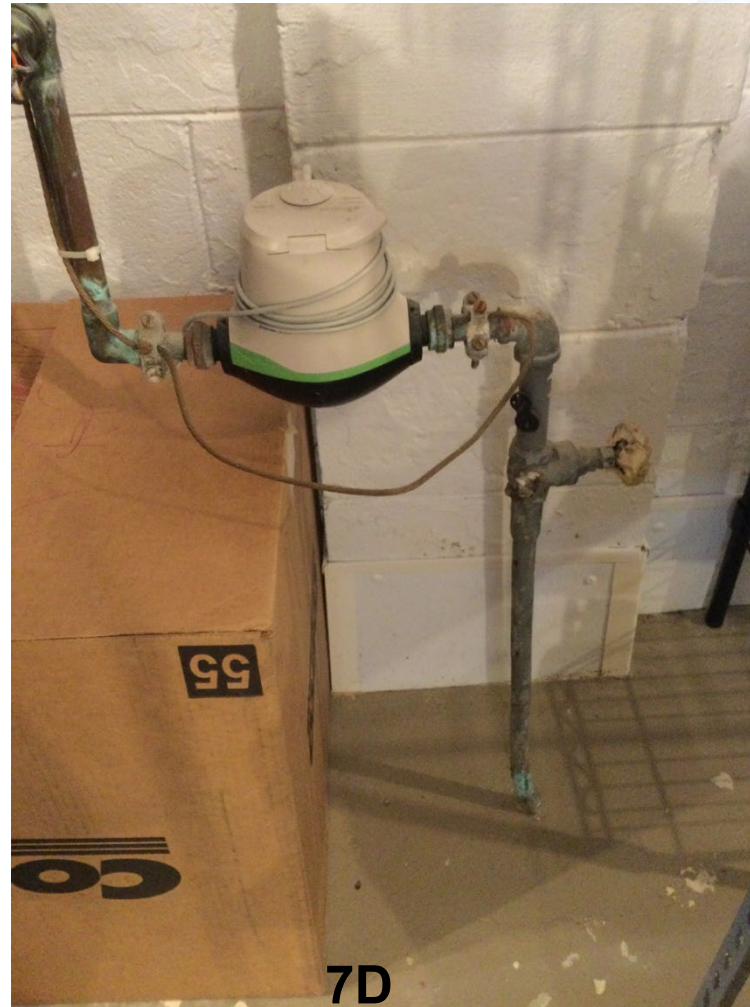
Water Service Line Material Verification Work:



7D

Drinking Water Asset Management (DWAM) Grant

Water Service Line Material Verification Work:





MEMORANDUM

City Manager's Office

DATE: January 13, 2023

TO: Thomas M. Markus, City Manager

FROM: Jana L. Ecker, Assistant City Manager

SUBJECT: Funding Agreement for the 48th District Court

INTRODUCTION:

In 2021, Bloomfield Hills withdrew from the funding agreement for the 48th District Court that had been in place since 1985 between the cities of Bloomfield Hills and Birmingham, and Bloomfield Township and W. Bloomfield Township. As a result, the remaining three funding units negotiated a new agreement, which allows any funding unit to opt out of the agreement at the end of January in each year, with all obligations under the agreement then ceasing at the end of the calendar year in which the notice is given. In January 2022, the City of Birmingham considered providing notice to the other funding units to opt out of the agreement at the end of 2022. The City Commission ultimately decided not to do so, and directed the City Manager to negotiate a more equitable funding agreement by January 2023 to avoid the City providing notice to opt out of the agreement.

BACKGROUND:

Over the course of spring and summer of 2022, numerous discussions and negotiations occurred between the remaining three funding units, and amongst all seven of the jurisdictions that comprise the 48th District Court.

On November 14, 2022, a City Commission Workshop was conducted on the topic of the 48th District Court, and the current funding agreement in place. During the discussion, City staff advised that Birmingham had previously requested clarification on the financial information provided by the court, but had not received a response, and that the group of seven communities has been attempting to have Judge Barron come to a meeting of the 48th District Court communities and discuss the court's proposed budget for 2023. However, Judge Barron spoke at the workshop as a Birmingham resident, and stated that he has received no such meeting requests, and has an open door policy. He specifically stated he would meet tomorrow if a community so requested. After attempting to arrange such a meeting for the past several months, a date was finally scheduled with Judge Barron for November 30, 2022.

After the November 14, 2022 City Commission meeting, City staff reached out to Judge Barron to set up a meeting to review the court's financial information, and to obtain responses to previous clarification requests, as well as a detailed breakdown on the revenues and expenses allocated

to each of the 7 communities of the 48th District Court. Judge Barron returned the phone call and indicated his availability in December. City staff reminded Judge Barron of his open door policy to meet with communities, and requested a meeting for the next day. After much discussion, Judge Barron agreed to speak with Court Administrator Dunn and Ms. Sriram from Finance, and later that day called to verify that a meeting had been set for Monday, November 21, 2022 at noon with Mr. Dunn, Ms. Sriram and himself to address our request for clarification on the breakdown and allocation of revenues and expenses of the court. Judge Barron requested City staff submit specific questions on the financial details in advance of the meeting.

At the November 14, 2022 City Commission workshop, commissioners requested a breakdown of court usage based on the percentage of caseloads for each of the 7 communities. The breakdown is as follows (using 2018, 2019 and 2021 for a 3 year average, excluding 2020):

Jurisdiction	Average % of Case Load (last 3 years, excluding 2020, draft 2021)
Birmingham	24%
Bloomfield Hills	10%
Bloomfield Township	34%
Keego Harbor	3.5%
Orchard Lake	6%
Sylvan Lake	2%
W. Bloomfield	20.5%

On November 18, 2022, City staff forwarded the financial questions as requested. On November 21, 2022, City staff arrived at the 48th District Court. Mr. Dunn appeared and advised that the meeting had been cancelled and that he had just called the City offices to cancel. City staff was told that Judge Barron was unavailable and that Ms. Sriram was working on providing the answers to the City's questions. City staff advised that Judge Barron had confirmed the meeting and the availability of court staff the prior week, and proceeded to discuss finances. Mr. Dunn was unable to provide any responses to the questions. City staff was advised that Ms. Sriram would provide answers to our written requests at a later date. City staff set another meeting with Judge Barron, Mr. Dunn and Ms. Sriram for November 29, 2022, to once again attempt to gain clarification on the breakdown and allocation of revenues and expenses of the court.

On November 29, 2022, City staff arrived at the 48th District Court and met with Ms. Sriram and Mr. Dunn. All of the requested financial information was provided by the court, and Ms. Sriram reviewed all financial details with City staff and answered any questions that arose. City staff advised that the 48th District Court's budget would be placed on the December 5, 2022 meeting of the Birmingham City Commission for review and discussion.

On November 30, 2022, representatives from all seven jurisdictions that make up the 48th District Court met at the courthouse. Mr. Dunn, Judge D'Agostini and Judge Barron presented the details of the court's budget request for the upcoming year. There was much discussion regarding the expenditures proposed, cost increases, sources of funding and related issues. Representatives from the seven jurisdictions questioned court staff on the proposed expenditures, and once again the issue came up regarding the long term funding of the 48th District Court. After approximately one and a half hours of heated discussion, a verbal agreement was reached, in concept only. The

conceptual agreement was that the four political subdivisions of Bloomfield Hills, Keego Harbor, Orchard Lake Village, and Sylvan Lake would agree to contribute their statutory revenues to the funding of the court in years where the court's expenditures exceed revenues, to offset the additional costs to the current funding units of Birmingham, Bloomfield Township and W. Bloomfield Township. Given that the meeting was attended by the management staff and some elected officials for many of the jurisdictions, it was agreed in concept that Birmingham would prepare a draft memorandum of understanding for consideration by the four non-funding political subdivisions based on the conceptual agreement. It was then discussed that this could be executed by the political subdivisions and attached as an exhibit to an updated funding agreement between Birmingham, Bloomfield Township and W. Bloomfield Township, to ensure funding for the court would remain in place without the need for costly litigation.

On December 5, 2022, Court Administrator Dunn appeared before the City Commission and presented the 48th District Court's proposed budget for 2023. The City Commission requested additional information from Mr. Dunn, and requested that the matter return to the City Commission at their December 19, 2022 meeting.

On December 19, 2022, Mr. Dunn again appeared before the City Commission to discuss the court's proposed budget, and provided some additional information. Ultimately, the City Commission voted to approve the court's proposed budget, reserving the right to further discuss the funding of the court in January 2023.

Since that time, City staff has prepared draft language consistent with the verbal agreement reached on November 30, 2022 at the courthouse meeting of all jurisdictions. The draft language was distributed to representatives for all seven jurisdictions in December 2022 in order to obtain conceptual agreement from all jurisdictions. The understanding was that once all four political subdivisions respond that this is, in concept at least, what the jurisdictions coalesced around in November, Birmingham would prepare a complete draft of the agreement for legal review and potential approval from the elected bodies of Bloomfield Hills, Keego Harbor, Orchard Lake and Sylvan Lake.

Based on the positive response received from representatives of Bloomfield Hills, Keego Harbor and Orchard Lake, the attached draft Political Subdivision Distribution / Funding agreement was prepared and distributed to representatives from all 7 jurisdictions of the 48th District Court. Sylvan Lake had outlined several concerns in response to the draft agreement. City staff responded to each of the stated concerns, as shown in the attached email response. City staff conducted a lengthy telephone conference with the City Manager of Sylvan Lake, and ultimately came to an understanding on January 13, 2023.

Accordingly, a draft Political Subdivision / Funding agreement is currently under review in Bloomfield Hills, Keego Harbor, Orchard Lake and Sylvan Lake, and the elected body in each jurisdiction will consider approval of this agreement at an upcoming meeting. The intention is to update the existing Funding agreement between Bloomfield Township, W. Bloomfield Township and the City of Birmingham to include the Political Subdivision / Funding agreement in an Addendum.

LEGAL REVIEW:

Due to conflict of interest concerns related to the use of the same attorneys by several of the jurisdictions of the 48th District Court, all jurisdictions agreed to hire independent attorneys.

Accordingly, City staff reached out to the Law Offices of Jeffrey Kragt in Rochester Hills to represent the interests of Birmingham. Mr. Kragt has reviewed and approved both the Political Subdivision Distribution / Funding agreement and the Addendum to the existing funding agreement and has no concerns.

FISCAL IMPACT:

In years when the 48th District Court's total expenditures exceed total revenues, the proposed agreement establishes that the four political subdivisions agree to contribute their statutory revenues to the funding of the court to offset the additional costs that will be allocated to the three funding units. This will thus reduce the amount the City pays to the court in years when the court's total expenditures exceed total revenues.

PUBLIC COMMUNICATIONS:

The funding issues related to the 48th District Court have been discussed in numerous public meetings over the past several years. Each year, the court's proposed budget will continue to be reviewed and discussed by the City Commission.

SUMMARY:

City staff has successfully negotiated a more equitable funding arrangement that ensures that the four political subdivisions contribute additional funds to the court to offset expenses in years when the court's total expenses exceed their total revenues, thus reducing the amount to be paid by each of the three funding units.

ATTACHMENTS:

- Draft Political Subdivision Distribution / Funding Agreement
- Draft Addendum to the existing funding agreement (December 2021)
- Email response to concerns raised by Sylvan Lake
- Emails received in support of the Political Subdivision Distribution / Funding agreement, and its incorporation into the Funding agreement between the three remaining funding units

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an Addendum to the existing 48th District Court funding agreement with Bloomfield Township and W. Bloomfield Township and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City, subject to the approval of the Political Subdivision Distribution / Funding Agreement by all four political subdivisions.

POLITICAL SUBDIVISION FUNDING/DISTRIBUTION AGREEMENT

THIS POLITICAL SUBDIVISION FUNDING/DISTRIBUTION AGREEMENT (hereinafter "Agreement") is entered into and effective as of the _____ day of _____ 2023, by and among the City of Bloomfield Hills, City of Keego Harbor, City of Orchard Lake Village and City of Sylvan Lake, all of said parties being referred to collectively hereinafter as the "**POLITICAL SUBDIVISIONS**" of the 48th District Court, and is executed for the purpose of being attached as Exhibit A to the existing Court Funding Agreement, dated _____ between Bloomfield Township, the City of Birmingham and West Bloomfield Township (collectively hereinafter as the "**FUNDING UNITS**").

WHEREAS: The 48th District Court (hereinafter "48th DC") is comprised of the following jurisdictions:

- Bloomfield Township
- City of Birmingham
- City of Bloomfield Hills
- City of Keego Harbor
- City of Orchard Lake Village
- City of Sylvan Lake
- West Bloomfield Township;

WHEREAS: The POLITICAL SUBDIVISIONS recognize that MCL 600.8379, specifically permits jurisdictions making up a district court to agree to fund the court in a different manner than as outlined in MCL 600.8379;

WHEREAS: The POLITICAL SUBDIVISIONS recognize that the goal of this Agreement is to contribute to the operation of the 48th DC in a different manner than outlined in Michigan PA 236 in an effort to keep the 48th DC operating, while limiting the loss exposure of the FUNDING UNITS;

WHEREAS: The purpose of this Agreement is for the POLITICAL SUBDIVISIONS in the 48th DC to voluntarily agree to contribute their excess court revenues if the total of all 48th DC court revenues does not exceed the total of all 48th DC expenditures;

WHEREAS: At the end of each fiscal year, the 48th DC completes a financial audit and prepares an Annual Financial Report With Supplementary Information, which contains an accounting of all court expenditures and revenues received as a result of fines and costs assessed for the violation of laws in each of the seven jurisdictions that comprise the 48th District in Michigan;

NOW THEREFORE, BE IT RESOLVED that the POLITICAL SUBDIVISIONS agree to the following:

1. the event that the total of all 48th DC court revenues from all seven jurisdictions, including all fines and costs, other than those imposed for

the violation of a penal law of the state or ordered in a civil infraction action for the violation of a law of the state, does exceed the total of all 48th DC expenditures, the POLITICAL SUBDIVISIONS agree to receive the one-third statutory split of revenues as a result of fines and costs assessed for the violation of laws within their respective jurisdiction, to pay the statutory fees required, and to keep any revenues in excess of the statutory fees allocated to their respective jurisdiction, as established in Michigan PA 236, to the extent that sufficient funds are available for distribution after covering the court's expenses up to, but not exceeding the amount of the 48th DC's approved budget ;

2. In the event that the total of all 48th DC court revenues from all seven jurisdictions does not exceed the total of all 48th DC expenditures, the POLITICAL SUBDIVISIONS agree to contribute any end of year distributions that would have resulted from each POLITICAL SUBDIVISION'S share of receipts, after subtracting the statutory fees for operating costs, to the FUNDING UNITS to offset losses of the FUNDING UNITS for that fiscal year, up to, but not exceeding, the amount that expenses exceed revenues in a calendar year;
3. This Agreement shall be effective as of January 1, 2023 and shall continue on an annual basis unless terminated hereunder. Should the POLITICAL SUBDIVISIONS wish to terminate this Agreement, one or more of the POLITICAL SUBDIVISIONS shall provide written notice to the FUNDING UNITS signifying their intent to terminate no later than January 15 of the calendar year of the year that the POLITICAL SUBDIVISIONS are intending to terminate at its end, and then the Agreement shall continue in effect for the balance of said calendar year. After said calendar year, and after the financial reconciliation for that year, this Agreement shall terminate.
4. This Agreement shall be incorporated into the funding agreement between the City of Birmingham, Bloomfield Township and W. Bloomfield Township by the execution of an addendum to the existing funding agreement.

The undersigned POLITICAL SUBDIVISIONS, which are signatories to this Agreement, jointly and mutually agree to its terms and conditions.

City of Bloomfield Hills

Mayor

City Manager

Date: _____

Date: _____

City of Keego Harbor

Mayor

Date: _____

City Manager

Date: _____

City of Orchard Lake Village

Mayor

Date: _____

City Manager

Date: _____

City of Sylvan Lake

Mayor

Date: _____

City Manager

Date: _____

AGREEMENT**BETWEEN****THE CITY OF BIRMINGHAM,
THE CHARTER TOWNSHIP OF BLOOMFIELD AND,
THE CHARTER TOWNSHIP OF WEST BLOOMFIELD****TO DEFINE THE SHARING OF EXPENSES OF MAINTAINING, FINANCING AND
OPERATING THE 48TH DISTRICT COURT AND TO DEFINE THE APPROPRIATION
OF FINES AND COSTS ASSESSED IN THE 48TH DISTRICT COURT**

This Agreement is entered into by and between the City of Birmingham, a Michigan Municipal Corporation, 151 Martin Street, Birmingham, Michigan 48009, and the Charter Township of Bloomfield, a Michigan Municipal Corporation, 4200 Telegraph Road, Bloomfield Township, MI 48303 and the Charter Township of West Bloomfield, a Michigan Municipal Corporation, 4550 Walnut Lake Rd. West Bloomfield, MI 48323. The City of Birmingham, Charter Township of Bloomfield and Charter Township of West Bloomfield may be referred to individually as a "Party" and jointly as "Parties."

PURPOSE OF AGREEMENT. The Parties enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of jointly exercising the powers, privileges and authority that the agencies share in common under the Revised Judicature Act of 1961, Act 236 of 1961, specifically, MCL 600.8104, to define and set forth the sharing of expenses of maintaining, financing and operating the 48th District Court and to define and set forth how the fines and costs assessed in the 48th District Court shall be appropriated among the District Funding Units and political subdivisions as provided by the Revised Judicature Act of 1961, Act 236 of 196, MCL 600.101 et seq.

RECITALS

WHEREAS, the 48th District Court consists of the political subdivisions of the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor, and is established as a district of the third class by Revised Judicature Act of 1961, Act 236 of 1961, specifically MCL 600.8123 (6); and

WHEREAS, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield have mutually agreed to be the "District Funding Units" for the 48th District Court, responsible for the sharing of expenses of maintaining, financing and operating the 48th District Court pursuant to MCL 600.8104(3); and

WHEREAS, the Revised Judicature Act of 1961, Act 236 of 1961, MCL 600.8379, establishes how fines and costs assessed in the district court shall be appropriated among the District Funding Units and political subdivisions unless a distribution of fines and costs is agreed to differently than as provided by law; and

WHEREAS, there is a “1984 48th District Court Agreement,” an “Addendum To 1984 48th District Court Agreement”, a “1985 48th District Court Agreement” and a “First Amendment to the 1985 48th District Court Agreement” that provide the for the sharing of costs, expenses and revenues of the 48th District Court between the District Funding Units which agreements are outdated and need to be replaced; and

WHEREAS, the District Funding Units desire to revoke the prior 1984 Agreement, Addendum, 1985 48th District Court Agreement and First Amendment and enter into a new agreement to set forth and define the sharing of expenses of maintaining, financing and operating the 48th District Court between the District Funding Units and to set forth and define how fines and costs assessed in the 48th District Court shall be appropriated among the District Funding Units and political subdivisions.

AGREEMENT

NOW, THEREFORE, based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

- 1. District Funding Units.** The City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield shall be the “District Funding Units” for the 48th District Court responsible for the sharing of expenses of maintaining, financing and operating the 48th District Court pursuant to MCL 600.8104(3). The City of Bloomfield Hills, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor are not District Funding Units and are designated as “political subdivisions”.
- 2. Expenses.** The Parties agree that the expenses of maintaining, financing and operating the 48th District Court, including, but not limited to, approved capital expenditures and rent, shall be the responsibility of the three (3) District Funding Units, and shall be allocated among the District Funding Units in proportion to the number of cases arising from each District Funding Unit in relation to the total number of cases arising for all three (3) of the District Funding Units, from the year immediately prior to the current year. The District Funding Units and political subdivisions’ respective local share contributions for the 48th District Court Indigent Counsel Program shall be paid as provided in the previously executed Interlocal Agreement between said entities.
- 3. Distribution of Fines and Costs.**
 - 3.1. Distribution to District Funding Units.** Despite that the fact that pursuant to MCL 600.8379(1)(c) the City of Birmingham and the Charter Township of West Bloomfield would each be entitled to receive and be paid 1/3 of all fines and costs imposed for violations of their respective Ordinances, except for those fines and costs imposed for violations of a penal law of the State or ordered in a civil infraction action for the violation of a law of this State, and pursuant to MCL 600.8379(1)(c) the Charter Township of Bloomfield would be entitled to receive all of the fines and costs imposed for violations of its Ordinances and 2/3 of the fines and costs imposed for violations of

the Ordinances of the City of Birmingham, Charter Township of West Bloomfield, City of Bloomfield Hills, City of Keego Harbor, City of Orchard Lake Village and City of Sylvan Lake, except for those fines and costs imposed for violations of a penal law of the State or ordered in a civil infraction action for the violation of a law of this State, the parties pursuant to MCL 600.8379(1)(d) hereby agree to a different distribution of fines and costs than that provided for in MCL 600.8379(1)(c). Except for the costs and revenues described in Section 3.3 of this Agreement, all fines and costs that the District Funding Units are collectively entitled to receive from the fines and costs collected by the 48th District Court, except those fines and costs required by statute to be paid to the State, shall be paid to the three (3) District Funding Units in proportion to the number of cases arising from each District Funding Unit in relation to the total number of cases arising from all three (3) of the District Funding Units, from the year immediately prior to the current year in which the disbursement is made.

- 3.2. Distribution to political subdivisions.** Fines and costs for the City of Bloomfield Hills, City of Keego Harbor, City of Orchard Lake Village and City of Sylvan Lake shall be distributed in accordance with MCL 600.8379(1)(c) to wit; each political subdivision shall receive 1/3 of the fines and costs imposed for violations of their respective Ordinances, other than those fines and costs imposed for the violation of the penal law of the State or ordered in a civil infraction action for the violation of a law of this State, and the other two-thirds (2/3) of the fines and costs that would be paid to the municipality where the guilty plea or civil infraction admission was entered or where the trial or civil infraction action hearing took place, which currently is Bloomfield Township, shall be distributed among the District Funding Units as provided in Section 3.1 of this Agreement.
- 3.3. Distribution of other costs.** Other costs collected by the 48th District Court for expenses incurred in relation to an incident including, but not limited to, expenses for an emergency response and expenses for prosecuting a person, or any cost authorized by law in which a defendant is required to directly reimburse a local unit of government, shall be paid directly to the political subdivision whose law was violated. Other revenues, besides those referred to above in this Subsection and the fines and costs referred to in Sections 3.1 and 3.2, such other revenues including, but not limited to, bond forfeitures, civil case fees and filing fees, marriage ceremony fees, garnishment fees, probation oversight fees and other probation fees and alcohol evaluation fees, shall distributed and paid to the three (3) District Funding Units in proportion to the number of cases arising from each District Funding Unit in relation to the total number of cases arising from all three (3) of the District Funding Units, from the year immediately prior to the current year in which the disbursement is made.
- 3.4** Each control unit shall pay to the 48th District Court its share of the approved allocation based upon the caseload percentage of the most recently audited year's numbers, in four (4) equal quarterly installments to be due and payable on or before January 1, April 1, July 1 and October 1 of each calendar year. For example, the 2022 budget would

have likely used the 2020 financial audit year for the purposes of estimating the allocation for the distribution of these funds on a preliminary basis.

3.5 True Up At Year's End. At the end of every fiscal year, an audit will be conducted at which time the revenues and expenditures for that fiscal year will be adjusted based on the actual caseload for each funding unit and reconciled against the actual money advanced.

3.6 Also following the completion of the audit, as certified, the District Court represented by its Chief Judge shall have quarterly meetings collectively with the control units to discuss Court finances and activities. Furthermore, the Chief Judge shall, within thirty (30) days of receipt of the certified audit of the immediate preceding year, shall present the audit at a public meeting of the legislative body of each control unit.

4. Effective date and duration of Agreement.

4.1 This Agreement shall be effective when executed by the three (3) District Funding Units with Resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4.2 This Agreement shall remain in effect until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. Assurances.

5.1. Responsibility for Claims. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees or agents arising under or related to this Agreement.

5.2. Responsibility for Attorney Fees and Costs. In any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

5.3. No Indemnification. Except as otherwise provided for by law, no Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

5.4. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

5.5. Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

5.6. Compliance with Laws. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

6. Termination or Cancellation of Agreement.

6.1. The term of this Agreement shall commence January 1, 2022 and shall continue in effect until terminated in accordance with the terms of this Agreement by one of the parties hereto. A party may terminate this Agreement by giving written notice to the other parties herein signifying their intent to opt out of this Agreement in writing during the month of January of the calendar year that the party is intending to opt out at its end, and then the Agreement shall continue in effect, including financial obligations, throughout the balance of said calendar year. After said calendar year, this Agreement shall cease existence.

6.2. If any Party attempts to terminate or cancel this Agreement they shall provide written notice to the chief executive officer of all other Parties to the addresses listed herein.

7. Delegation or Assignment. No Party may delegate or assign any obligations or rights under this Agreement.

8. No Third-Party Beneficiaries. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

9. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

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

11. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

12. Notice. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the chief executive officer of each Party listed herein. Notice will be deemed given on the date when one of the following first occur:

- (i) the date of actual receipt;
- (ii) the next business day when notice is sent express delivery service or personal delivery;
- or
- (iii) three days after mailing first class or certified U.S. mail.

14. Governing Law. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 48th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

15. Entire Agreement.

15.1. This Agreement represents the entire agreement and understanding between the Parties regarding the sharing of expenses of maintaining, financing and operating the 48th District Court between the District Funding Units and how fines and costs assessed in the 48th District Court shall be appropriated among the District Funding Units and political subdivisions. This Agreement supersedes all other oral or written agreements between the Parties.

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

IN WITNESS WHEREOF, the Parties have, by Resolution of their governing body, approved this Agreement and have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein. The Parties have executed this Agreement as of the day and year written below.

CITY OF BIRMINGHAM

By: _____

Thomas M. Markus
Its: City Manager

Date: 12-13-2021

By: _____

Alexandria Bingham
Its: City Clerk

Dated: 12-15-2021

CHARTER TOWNSHIP OF BLOOMFIELD

By: _____

Dani Walsh
Its: Supervisor

Date: _____

By: _____

Martin C. Brook
Its: Clerk

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: _____

Steven Kaplan
Its: Supervisor

Date: _____

By: _____

Debbie Binder
Its: Clerk

IN WITNESS WHEREOF, the Parties have, by Resolution of their governing body, approved this Agreement and have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein. The Parties have executed this Agreement as of the day and year written below.

CITY OF BIRMINGHAM

By: _____

Thomas M. Markus

Its: City Manager

Date: _____

By: _____

Alexandria Bingham

Its: City Clerk

Dated: _____

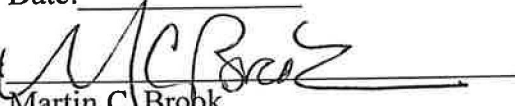
CHARTER TOWNSHIP OF BLOOMFIELD

By: 

Dani Walsh

Its: Supervisor

Date: 12-15-21

By: 

Martin C. Bropek

Its: Clerk

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: _____

Steven Kaplan

Its: Supervisor

Date: _____

By: _____

Debbie Binder

Its: Clerk

IN WITNESS WHEREOF, the Parties have, by Resolution of their governing body, approved this Agreement and have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein. The Parties have executed this Agreement as of the day and year written below.

CITY OF BIRMINGHAM

By: _____
Thomas M. Markus
Its: City Manager

Date: _____

By: _____
Alexandria Bingham
Its: City Clerk

Dated: _____

CHARTER TOWNSHIP OF BLOOMFIELD

By: _____
Dani Walsh
Its: Supervisor

Date: _____

By: _____
Martin C. Brook
Its: Clerk

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: Steven Kaplan
Steven Kaplan
Its: Supervisor

Date: 12/22/2021

By: Debbie Binder
Debbie Binder
Its: Clerk

ADDENDUM TO AGREEMENT

This Addendum to Agreement ("Addendum") is entered into as of February 1, 2023 by and between the City of Birmingham, a Michigan Municipal Corporation, 151 Martin Street, Birmingham, MI 48009, and the Charter Township of Bloomfield, a Michigan Municipal Corporation, 4200 Telegraph Road, Bloomfield Township, MI 48303 and the Charter Township of West Bloomfield, a Michigan Municipal Corporation, 4550 Walnut Lake Rd., West Bloomfield, MI 48323. The City of Birmingham, Charter Township of Bloomfield and Charter Township of West Bloomfield may be referred to individually as a "Party" and jointly as "Parties."

PURPOSE OF ADDENDUM. The Parties enter into this Addendum to acknowledge the existence of a Political Subdivision Funding/Distribution Agreement between the City of Bloomfield Hills, City of Keego Harbor, City of Orchard Lake Village and the City of Sylvan Lake with an effective date of January 1, 2023 ("Political Subdivision Agreement") and, once executed, to attach it to the 2021 Agreement between the Parties ("2021 Funding Unit Agreement") as the Political Subdivision Agreement relates to the 2021 Funding Unit Agreement subject matter regarding the sharing of expenses of maintaining, financing and operating the 48th District Court.

RECITALS

WHEREAS, subsequent to the Parties entering into the 2021 Funding Unit Agreement, the City of Bloomfield Hills, City of Keego Harbor, City of Orchard Lake Village, and the City of Sylvan Lake (collectively "Political Subdivisions") engaged in discussions, including with the Parties and the Court, regarding ongoing 48th District Court funding, budget and distribution issues.

WHEREAS, the Political Subdivisions came to an agreement regarding various funding and distribution matters and have entered into the Political Subdivision Agreement referenced above.

WHEREAS, while the Parties hereto are not parties to the Political Subdivision Agreement, the subject matter directly relates to the subject matter of the 2021 Funding Unit Agreement such that the Parties wish to incorporate the Political Subdivision Agreement to the 2021 Funding Unit Agreement by way of this Addendum.

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation of Political Subdivision Agreement.** The Parties hereby agree to incorporate the Political Subdivision Agreement as an Addendum to the 2021 Funding Unit Agreement. The Parties recognize that they are not parties to the Political Subdivision Agreement, nor do they have obligations or responsibilities thereunder.
2. **No Amendment.** The Parties agree that this Addendum and the attachment of the Political Subdivision Agreement does not amend or alter the 2021 Funding Unit Agreement in any way. Its inclusion is merely for reference and affirmation of its existence.

The Parties have, by Resolution of their governing body, approved this Addendum and have taken all actions and secured all approvals necessary to authorize and complete this Addendum. The persons signing this Addendum on behalf of each Party have legal authority to sign this Addendum and bind the Parties to the terms and conditions contained herein.

CITY OF BIRMINGHAM

By: _____

Its: Therese Longe
Mayor

Dated: _____

By: _____

Its: Thomas M. Markus
City Manager

Dated: _____

By: _____

Its: Alexandria Bingham
City Clerk

Dated: _____

**CHARTER TOWNSHIP OF WEST
BLOOMFIELD**

By: _____

Its: Steven Kaplan
Supervisor

Dated: _____

By: _____

Its: Debbie Binder
Clerk

Dated: _____

CHARTER TOWNSHIP OF BLOOMFIELD

By: _____

Its: Dani Walsh
Supervisor

Dated: _____

By: _____

Its: Martin C. Brook
Clerk

Dated: _____

Sylvan Lake Requests - Funding of 48th District Court

Thus far I have received a positive response (subject to approval of legal and elected bodies) from the cities of Bloomfield Hills, Keego Harbor, and Orchard Lake.

For the purposes of this discussion:

Funding Agreement (FA) is the Funding Agreement between Bloomfield Township, W. Bloomfield Township and Birmingham, executed in December 2021.

Distribution / Funding Agreement (FDA) is the proposed Distribution / Funding Agreement between the cities of Bloomfield Hills, Keego Harbor, Orchard Lake and Sylvan Lake.

Sylvan Lake has requested the following information (bullet points in black type below), responses are shown in blue type, and attachments are also provided.

- Agreement says it will be Exhibit A to some other agreement between the Funding Units (Funding Agreement (“FA”). We (I) don’t have that document.

Please see attached Funding Agreement between Bloomfield Township, W. Bloomfield Township and Birmingham. This was approved by all in December 2021.

- This Agreement (Distribution/Funding Agreement (“DFA”) is just between the 4 non-funding units. Does that satisfy that statute? Do we even need an agreement, or should it just be resolutions? Is this really more of an agreement among units under MCL 600.8104?

This is not a funding agreement among district funding units as covered under MCL 600.8104. The proposed Distribution/Funding Agreement between the 4 political subdivisions (non-funding units) is clearly permitted under MCL 600.8379 which states:

(d) In a district of the third class, if each political subdivision within the district, by resolution of its governing body, agrees to a distribution of fines and costs, other than fines imposed for the violation of a penal law of this state or ordered in a civil infraction action for the violation of a law of this state, differently than as provided by this section, the distribution of those fines and costs among the political subdivisions of that district shall be as agreed to.

The 48th District Court is clearly defined in MCL 600.8123 as a district of the third class, thus permitting the political subdivisions to agree to a distribution of fines and costs that is different than that laid out in state law.

As to resolution versus an agreement, for uniformity, binding and clarity in a way that is easily tracked, while the statute mentions the term resolution, with so many entities involved, it is preferred to have an agreement rather than simply by resolutions.

Resolutions could otherwise be “undone” at a subsequent meeting by using a contrary resolution, which adds to possible confusion and outcomes that are contrary to the intent of the parties. By having an annual opt-out, a Political Subdivision is only bound for 1 year at a time.

- The second Whereas clause says the non-funding units would do this to limit the loss exposure of the funding units. We don’t see the Court’s budget, and we don’t know why there even is loss exposure, other than in the most general sense—we don’t know, for example, what things are contemplated every year as far as cutting costs, increasing costs, etc.

The court staff has indicated that they are willing to present their budget to all 7 communities for discussion each year, as was done this past November.

- Paragraph 1 (of the FDA) refers to the non-funding units only seeing their statutory share of local fines and costs if “total revenues from all seven” jurisdictions exceed the “total of all 48th DC expenditures.”
 - But the Court gets all sorts of revenues that have nothing to do with local fines and costs, and it apparently spends all that plus the revenues it gets from the State and the County, as well as bond forfeitures, probation oversight, garnishment fees, civil filing fees, and who knows what else (because it doesn’t get shared with us). **So, of course, the fines/costs from the 7 units will never, ever exceed “all” the expenditures of the 48th district court. Literally, as written, the 4 units will never see a single dime.**

The revenues of the court certainly can, and have exceeded the expenditures in the recent past. The “total revenues from all seven jurisdictions” language in paragraph 1 of the FDA includes all fines and costs, other than those imposed for the violation of a penal law of the state or ordered in a civil infraction action for the violation of a law of the state. These terms/descriptors are the ones found in MCL 600.8379, but additional language can be added to paragraph 1 of the FDA if desired.

- Paragraph 1 (of the FDA) goes on to qualify even more its grant of the statutory split by saying that it is also limited “to the extent that sufficient funds are available for distribution and the 48th DC does not need additional funding from the funding units.”
 - If revenues exceeded expenses, how would there not be “sufficient funds available for distribution”?
 - Couldn’t the Court look at that amount and say to the funding units, “we need that”?

If revenues exceed expenses, there would be sufficient funds available for distribution, and this situation is covered by paragraph 1 of the FDA. Paragraph 1 of the FDA that is proposed to read “to the extent that sufficient funds are available for distribution and the 48th DC does not need additional funding from the funding units” applies to the total revenues described above covering the full amount of the court’s budget, which is

documented and approved each year. The court would not be permitted to exceed the approved budget and just say “we need that”. We could certainly add clarifying language that limits the total amount of expenses to the amount of the court’s approved budget, to be abundantly clear.

- If you could get the wordsmithing done to mean something other than a limited universe of limited revenues that can never exceed “all” expenses of the Court, how would Paragraph 1 (of the FDA) work in practice? **Would the 4 non-funding units get their revenue shares before the funding Units split up the rest? If some revenue was available but not enough to pay all 4 non-funding units their statutory share, would they share pro rata?**

The proposed FDA does not include a pro rata provision for distribution of funds in the situation you describe. We could certainly add a provision to clarify how funds would be distributed in such a situation.

- If there comes a day when the Court is in the black again, and the Funding Units are sharing revenues after expenses, even after paying the 4 non-funding units their statutory share, **is there a tracking mechanism for reimbursing the 4 for contributing in other years? If not, then apparently, those communities share only losses, never revenues**, even to the amount of what the statute calls for.

Certainly, all distributions would be tracked by the court, and verified through the audit process. The proposed FDA does not include a provision for reimbursing any of the 7 communities for years when court revenues do not exceed court expenses.

- Can one community terminate this agreement or would all communities have to?

Paragraph 3 of the proposed FDA provides that the Political Subdivisions may terminate the agreement. Note that we inserted an annual “opt out” for the Political Subdivisions. The Funding Units have an annual opt out in the Funding Agreement. As each Political Subdivision is governed by separate and distinct elected bodies, each has the ability to act independently. Language to clarify that each Political Subdivision has the right to terminate under paragraph 3 can be added if desired.

- Does the Distribution/Funding Agreement terminate with termination of the Funding Agreement?

This was not discussed explicitly when we were all together in November at the courthouse, however the intent of entering into the FDA was to keep the FA in place and avoid litigation. The presumed intent to tie the FDA to the FA can be added to the FDA if desired.

- The non-funding units have never been privy to all the agreements and other pertinent information that the current and prior “funding units” were. I would like the following documents:

- All agreements pertaining to any of the seven units – past and present.
- 48th District Court Budgets for the past 5 years.
- 48th District Court Audit Reports for the past 15 years.

In order to respond to the information requests in a timely manner, all readily available documents are included. Additional information can be compiled if needed. Please see attached the following documents:

- Funding Agreement between Bloomfield Township, W. Bloomfield Township and Birmingham – December 2021
- Former funding agreement of the funding units dating back to 1985
- 48th District Court Budgets for 2018, 2020 - 2023
- 48th District Court Audit Reports for 2019-2021



Jana Ecker <jecker@bhamgov.org>

RE: Draft Political Subdivision Distribution / Funding Agreement

1 message

David Hendrickson <dhendrickson@bloomfieldhillsmi.net>

Wed, Jan 18, 2023 at 10:24 AM

To: Jana Ecker <jecker@bhamgov.org>, "Gerry McCallum, Orchard Lake Village" <DCS@cityoforchardlake.com>, "manager@keegoharbor.org" <manager@keegoharbor.org>, John Martin <citymanager@sylvanlake.org>
Cc: "Walsh, Dani" <dwalsh@bloomfieldtwp.org>, Steven Kaplan <skaplan@wbtownship.org>

Hi Jana,

I am updating you on the comments I received from Commissioners at our January Bloomfield Hills Commission Meeting. I shared your most recent Political Subdivision Funding/ Distribution Agreement and discussed its purpose. The Commission authorized me to work with the other political subdivisions and funding units to answer any questions everyone may have and update the agreement. The next step for us would be to have an agreement that everyone is comfortable with and vetted by legal counsel representing our City. The Commission stated the legal counsel could be done through a collaborative effort with the other political subdivisions if necessary.

Thank you,

David Hendrickson

City Manager

City of Bloomfield Hills

248-530-1404: Direct

From: Jana Ecker <jecker@bhamgov.org>**Sent:** Tuesday, January 17, 2023 5:58 PM**To:** Gerry McCallum, Orchard Lake Village <DCS@cityoforchardlake.com>; David Hendrickson <dhendrickson@bloomfieldhillsmi.net>; manager@keegoharbor.org; John Martin <citymanager@sylvanlake.org>**Cc:** Walsh, Dani <dwalsh@bloomfieldtwp.org>; Steven Kaplan <skaplan@wbtownship.org>**Subject:** Draft Political Subdivision Distribution / Funding Agreement

Good evening everyone,

Thanks to everyone once again for working to resolve the 48th District Court funding issues.

Last week when I spoke with Dave Hendrickson and John Martin, both offered to send emails in general support of the new agreement between the four non-funding units that I can share with our City Commission, and others can share with their elected bodies. It would be much appreciated if you could each send such an email to all of us to assist with the approval process. I realize it will be a general statement, as you cannot speak for your elected body, but anything you can provide over the next few days would be greatly appreciated.

ZE



Jana Ecker <jecker@bhamgov.org>

Re: Draft Political Subdivision Distribution / Funding Agreement

1 message

John Martin <citymanager@sylvanlake.org>
To: Jana Ecker <jecker@bhamgov.org>

Tue, Jan 17, 2023 at 6:38 PM

Hi Jana,

I have no problem explaining the situation to my City Council and would expect that they will be in favor of the City turning over 100% of the revenue received from the court (as opposed to 2/3), if the court's expenditures exceeded revenues as we discussed. I look forward to working with you on the revised document.

Thank you for your efforts!

John Martin
City Manager
City of Sylvan Lake

Sent from my iPhone
(Of course not while driving!)

On Jan 17, 2023, at 5:57 PM, Jana Ecker <jecker@bhamgov.org> wrote:

Good evening everyone,

Thanks to everyone once again for working to resolve the 48th District Court funding issues.

Last week when I spoke with Dave Hendrickson and John Martin, both offered to send emails in general support of the new agreement between the four non-funding units that I can share with our City Commission, and others can share with their elected bodies. It would be much appreciated if you could each send such an email to all of us to assist with the approval process. I realize it will be a general statement, as you cannot speak for your elected body, but anything you can provide over the next few days would be greatly appreciated.

Thank you very much,

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.



Jana Ecker <jecker@bhamgov.org>

RE: Draft Political Subdivision Distribution / Funding Agreement

1 message

dcscityoforchardlake.com <dcscityoforchardlake.com>

Wed, Jan 18, 2023 at 11:29 AM

To: Jana Ecker <jecker@bhamgov.org>

Cc: "Walsh, Dani" <dwalsh@bloomfieldtp.org>, Steven Kaplan <skaplan@wbtownship.org>, David Hendrickson <dhendrickson@bloomfieldhillsmi.net>, manager@keegoharbor.org, John Martin <citymanager@sylvanlake.org>

Hi Jana,

The proposed agreement was discussed at last night's City Council Meeting and the City Council agreed with the concept of this agreement. No formal action was taken in approving the agreement as they were made aware that there is some revisions forthcoming. This has been placed on our February 21st City Council Agenda for formal approval after review by legal counsel.

Thank you very much,

Gerry McCallum

Director of City Services

City of Orchard Lake Village**3955 Orchard Lake Road****Orchard Lake, MI 48323****Ph: (248) 682-2400****Fax: (248) 682-1308**

From: Jana Ecker <jecker@bhamgov.org>**Sent:** Tuesday, January 17, 2023 5:58 PM**To:** Gerry McCallum, Orchard Lake Village <DCScityoforchardlake.com>; David Hendrickson <dhendrickson@bloomfieldhillsmi.net>; manager@keegoharbor.org; John Martin <citymanager@sylvanlake.org>**Cc:** Walsh, Dani <dwalsh@bloomfieldtp.org>; Steven Kaplan <skaplan@wbtownship.org>**Subject:** Draft Political Subdivision Distribution / Funding Agreement

Good evening everyone,

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Jana Ecker <jecker@bhamgov.org>

RE: Draft Political Subdivision Distribution / Funding Agreement

1 message

Clerk <clerk@keegoharbor.org>

Wed, Jan 18, 2023 at 12:07 PM

To: "dcs@cityoforchardlake.com" <dcs@cityoforchardlake.com>, Jana Ecker <jecker@bhamgov.org>

Cc: "Walsh, Dani" <dwalsh@bloomfieldtp.org>, Steven Kaplan <skaplan@wbtownship.org>, David Hendrickson

<dhendrickson@bloomfieldhillsmi.net>, manager <manager@keegoharbor.org>, John Martin <citymanager@sylvanlake.org>

Good afternoon Jana,

The Proposed agreement was discussed at last night's City Council Meeting. No formal action was taken, council is aware of a revised agreement is being drafted. After review by legal counsel, it would be place on City Council Agenda.



Tammy Neeb

City Manager / City Clerk

manager@keegoharbor.org

O:248-682-1930 Ext.1

From: dcs@cityoforchardlake.com <dcs@cityoforchardlake.com>**Sent:** Wednesday, January 18, 2023 11:30 AM**To:** 'Jana Ecker' <jecker@bhamgov.org>**Cc:** 'Walsh, Dani' <dwalsh@bloomfieldtp.org>; 'Steven Kaplan' <skaplan@wbtownship.org>; 'David Hendrickson' <dhendrickson@bloomfieldhillsmi.net>; manager <manager@keegoharbor.org>; 'John Martin' <citymanager@sylvanlake.org>**Subject:** RE: Draft Political Subdivision Distribution / Funding Agreement

Hi Jana,

The proposed agreement was discussed at last night's City Council Meeting and the City Council agreed with the concept of this agreement. No formal action was taken in approving the agreement as they were made aware that there is some revisions forthcoming. This has been placed on our February 21st City Council Agenda for formal approval after review by legal counsel.

Thank you very much,

Gerry McCallum

Director of City Services



CITY MANAGER'S REPORT

January 2023

Baldwin Public Library

Library Board

The Library Board met on January 18, 2023 for its regular meeting. The Board completed the Director's annual review on January 9, 2023 at a special meeting.

Phase 3 Construction

Construction drawings for the Phase 3 expansion and renovation are nearing completion and city and library staff are working with PCI Dailey and Merritt Cieslak Design to begin planning the bidding process for the Phase 3 project. The Board's Building Committee will meet with City staff and Merritt Cieslak Design on February 6, 2023 at 3:00 p.m. for a page turn meeting.

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 Wednesday, February 15 at 10:00 a.m.

At Home COVID Testing Distribution

In late December, BPL served as a distribution point for free at-home COVID tests that patrons were able to collect at their convenience, provided through a special grant by the State of Michigan. In one week, 360 two-packs of tests were picked up in the lobby. We received additional tests in early January, which were again placed in the lobby for pickup.

Student Representative to the Library Board

We received three applications from local high school juniors and anticipate the placement of a new student at the February 2023 Regular Board Meeting. Olivia Reeves, a senior at Bishop Foley, has served as student representative during the last year. She helped Teen staff to establish a new TikTok account for the library. You can follow the library @baldwinlib.

Staffing Updates

We're happy to welcome new faces to the staff this month. Youth Substitute Librarian, Lindsey Block recently graduated from Wayne State with her MLIS as well as a Certificate in Public Library Services to Children and Young Adults. She works part time as a children's librarian at the Sterling Heights Public Library. Lindsey grew up using BPL as we are her home library.

Youth Reference Assistant Jennifer Rohrer Walbert started on January 9 and will have regular shifts on the Youth Reference Desk. Previously, Jennifer was a Children's Resource Librarian at the Cleveland Heights Public Library where she assisted patrons on the reference desk and created programming for

children. An artist, Jennifer creates her own artwork and has taught art to children in school and privately.

IT Assistant Harrison Porter started with us on January 11 and will work part time in the IT department helping us ensure more coverage during hours that we are open. Harrison has extensive IT experience having worked for the City of Berkley since 2019. Part of his duties for the city is helping with IT projects at the Berkley Library, so he also has a fair amount of experience with library products including Envisionware and BSA.

Additionally, we are pleased to announce that Phoenix Nash will be our new Reference Assistant in the Adult Services department. Phoenix already enjoys a strong reputation at Baldwin, due to her excellent work behind the Circulation desk. Anyone who has worked with Phoenix has noted her quick thinking, deep knowledge, and engaging manner. These qualities will enable her to thrive in her new role.

The Birmingham Museum

On December 13, 2022, Representative Haley Stevens' office entered a formal statement into the Congressional Record regarding the importance of the Underground Railroad in Birmingham's history and details about the lives of abolitionist Elijah Fish and freedom seeker George Taylor, who are buried in Greenwood Cemetery. View an online version of the extended record [at this link](#). A framed version of the statement from Stevens' office is being sent to the museum and will be displayed in the lobby. This is an exciting way to acknowledge our community and its significance in the shaping of Michigan's history!

Birmingham Shopping District (BSD)

Holiday Event Recap

The BSD produced a number of events and marketing promotions this past holiday season including Small Business Saturday, Santa Walk, Winter Markt, Santa House, Carriage Rides, special feature weekends like free hot chocolate, chestnuts and characters, as well as the holiday gift guide, video and online marketing. Attendance was high, as well as vendor participation compared to previous years. A business survey has been conducted regarding the success of the holiday shopping season for our local merchants, and results will be available soon.

Retail Recruitment Strategy

At its January 5, 2023 Board meeting, the BSD rejected all proposals received for the Retail Recruiter RFP being that only two were received and they were not comparable. In lieu of reissuing the same extensive Retail Recruiter RFP, the Board is exploring adding an incentive-based program for local realtors already working for properties in the district that would be based upon meeting the target recruitment list of the BSD to qualify. A business mix analysis and tenant recruitment recommendation is in the process of being prepared. The Board will then determine whether or not a revised scope of work is needed for a retail recruiter in the future.

Strategic Planning Meeting

The BSD will be holding its Strategic Planning Meeting on February 6, 2023 from 8:30 a.m.-11:30 a.m. at the Baldwin Public Library. The session will focus on long-term vision, economic goals and strategies to meet those goals.

Merchant Meeting

The BSD's monthly Merchant Meeting was held on January 18, 2023, at 9 a.m. at Faherty, one of the newest retail store additions to the district.

Restaurant Meeting

The BSD will be holding a Restaurant Meeting on January 24, 2023, at 3 p.m. at Hazel's to discuss the future of Restaurant Week or other promotions that would market the dining experience and offerings in Downtown Birmingham. The BSD recently decided to pause holding this annual event for the first quarter of the year in order to gauge restaurants' opinions, ideas and collective goals.

Special Assessment Notices & Year in Review

The City of Birmingham will be issuing the BSD special assessment notices for 2023 this month. Along with the notice, the BSD is producing a Year in Review marketing piece that will be included in the mailing and available online.

New Businesses

This past year, the BSD welcomed the following new businesses to town:

- Christie's International Real Estate
- Circa Lighting
- Majda Diamond Vault
- Paris Baguette
- Swift Home Loans
- The Apap Realty Group
- Waymaker Salon
- Brilliant Earth Jewelry
- Rotate Boutique
- sweetgreen
- Faherty
- O2PT
- Serena & Lily
- Zana
- EM
- Via Manzoni (2023)

2022 Dashboard Metrics

Retail Occupancy Rate - 96%

Office Occupancy - 89%

15 New Business Openings in 2022 (5 more in process for 2023)

59 FYE2022 Hosted Event Days

13 million in PR media impressions FYE2022

120,392 Website "hits" or "unique viewers" annually

230 Flower planters and baskets maintained

56,814 linear feet of sidewalk snow removal

1.5 million sq. ft. retail space

2 million sq. ft. office space

Building Department

Congratulations, Doug Manigold

Code Enforcement Officer Doug Manigold recently earned his Property Maintenance and Housing Inspector certification from the International Code Council (ICC). The Building Department staff now collectively holds 36 ICC Certifications with credentials spanning many professional disciplines.

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 December, we processed 240 online permit applications for a total of 4,728 in 2022.

City Clerk's Office

Ethics Board

The next Ethics Board's meeting is scheduled for Monday, January 30, 2023 at 11:00 a.m. in City Hall rooms 202 and 203. The board will continue their work on reviewing the city's current Ethics Ordinance.

Ethics Conference in Detroit

Christal Phillips, Executive Director of the Board of Ethics for the City of Detroit continues to talk with various ethics boards and professors in the area to plan a conference this April. A variety of topics are tentatively being planned which include conflict of interest issues, revising or creating an ethics ordinance, and creating a more effective and enforceable board. Any public servant with the City of Birmingham is welcome to attend. Stay tuned for more information.

Greenwood Cemetery & Greenwood Cemetery Advisory Board

The Greenwood Cemetery Advisory Board will meet on Friday, February 3, 2023 at 8:30 a.m. in City Commission room 205. Topics on the agenda include a discussion on the Cemetery Services Contract and continued work on a strategic plan and goal setting for the cemetery.

On January 6, 2023, DPS staff prematurely completed March spring cleanup work, which included disposing of grave blankets and any temporary decorations. The City Clerk's office is continuing to monitor this issue. Any concerns regarding this matter should be reported to the City Clerk's Office at (248) 530-1880 or clerksoffice@bhamgov.org. City staff sincerely apologizes for this mistake. Going forward city staff will improve communication regarding the coordination of cleanup projects taking place in the cemetery.

Board Appointments

The following City of Birmingham boards and commissions have vacant positions or members with terms expiring soon. Applications are due before noon the Wednesday prior to the commission interview/appointment date:

Board	Openings	Application Due by Noon	Interview/ Appointment at City Commission meeting 7:30 pm
Advisory Parking Committee	1 resident shopper term ending 9/1/2025	Until filled	

Birmingham Shopping District	1 regular member term ending 11/16/2026	Until filled	
Birmingham Area Cable Board	3 regular member terms ending 3/30/2026 1 regular member term ending 3/30/2024 1 alternate member term ending 3/30/2025	2/8/23	2/13/23
Board of Building Trades Appeals	1 regular member term ending 5/23/25 1 regular member term ending 5/23/24	Until filled	
Board of Review	1 alternate member term ending 12/31/2025	Until filled	
Board of Zoning Appeals	2 alternate member terms ending 2/18/2026	2/8/23	2/13/23
Brownfield Redevelopment Authority	1 regular member term ending 5/23/2024	Until filled	
Historic District Commission	1 alternate member term ending 9/25/25	Until filled	
Public Arts Board	2 regular member terms ending 1/28/2026, 1 alternate member term ending 1/28/2026, 1 alternate member 1/28/2025	1/19/23	1/23/23
Stormwater Utility Appeals Board	3 regular member terms ending 1/31/2026 2 alternate member terms ending 1/31/2025	2/8/23	2/13/23

City Manager's Office

Communications

Around Town e-Newsletter

The communications team is working on the February edition of the Around Town e-Newsletter, which will include information about new parking structure equipment, upcoming construction projects, winter sports, ice skating classes and more. Follow [this link to view the January edition](#) of the Around Town e-Newsletter.

3D Virtual Tour of Birmingham Now Available

With the start of a new year, the city has introduced its brand new virtual tour by Skyway Interactive. The tour, available at www.birmingham.skywayvr.com utilizes 360-degree images and drone footage to create a fully immersive experience. This interactive virtual tour is embedded on the city's website at www.bhamgov.org/residents and will serve as a resource to attract those considering relocating to Birmingham, opening a business, visiting the city, or holding a special event in Birmingham. Those familiar with Birmingham may discover something new as they explore remarkable aerial and ground



footage of the city's golf courses, parks and facilities such as The Birmingham Museum, Birmingham Fire Department, Birmingham Ice Sports Arena and more. Visit www.birmingham.skywayvr.com to virtually explore Birmingham!



GovPilot Instruction Cards

GovPilot instruction cards, sized to conveniently fit inside a wallet or pocket, are now available. Stacks of cards are set out at city offices, and will be provided to each city commissioner 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.

City Calendar

There is a misprint in the city calendar (print edition) for the meetings listed below. All meetings are accurate on the city website and gmail calendars. We have added messaging to our communications calendar for the budget hearing and October meetings.

Meeting	Calendar (Print Edition) Misprint	Correct Dates
Budget Hearing	May 6, 2023	April 29, 2023
Joint City Commission/Planning Board	October 9, 2023	October 23, 2023
City Commission Meeting	October 23, 2023	October 16, 2023

Communication Tools

The city uses a wide variety of communication tools to share information with the Birmingham community. View a list of all communications distributed by the city and learn how to sign up for newsletters and alerts at www.bhamgov.org/communications.

Human Resources

The Human Resources department has promoted Scott Zielinski to the role of Director of Public Services. Melissa Fairbairn has also promoted internally to the role of Assistant City Manager. Last for promotions, Brandon Wynn has been promoted from a Parks Operator to a Parks Technician. Maryna Elia is a new hire in the Police Department, with a start date of January 16th, while Meagan Bade started on January 17th. Applicants for the role of Secretary A in Community Development's Building Department are currently under review. Joshua Parks is a new Operator, hired into the Department of Public Services. Applications for the Plumbing Inspector position continue to be collected. Applications have also completed review for the BSD Events & Office Assistant position, with interviews to be scheduled shortly. The Fire Department roles of Assistant Fire Chief and Fire Marshall, and the DPS roles of Public Services Manager, Parks & Recreation Manager, Streets Foreman, and Parks Foreman have all been transitioned from hourly positions to salaried exempt positions, reducing potential future overhead costs.

BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Topics brought up by the Commission

Meeting	Topic	Commissioner	Staff Follow Up	Dates Addressed	Status (resolved/ongoing)
In Progress					
1/9/23	Ad Hoc Senior Services Committee	M: Baller S: Longe			
12/5/22	Lighting to sustainability board	Haig		12/19 - Direction for staff to prepare list for Sustainability Board	
12/5/22	Becoming Mayor	McLain		12/19 - Motion to make a workshop	
11/14/22	Renters Rights	M: Host	Mary	11/28 CC Discussion Scheduled - Voted to make a formal agenda item at the next available meeting	In progress
9/12/22	Banner	M: Baller S: Host	TBD	11/14 CC discussion scheduled	
8/15/22	Speed Bumps	M: Haig S: Host	Clemence/Brooks	8/29 - Staff report *Further study by MMTB	In progress, sent to MMTB
6/13/22	Sustainability Board	M: Schafer S: Host	Nick Dupuis	On 6/27/22 agenda - direction for staff to draft requirements to establish board, coming back at next available meeting 10/3/22 Workshop - staff given direction to return with recommendation	In progress

4/25/22	Improvements in Information Provision and Methodology	M: Haig S: Baller	TBD	1/9/22 M: Haig, S: Host To continue discussion	In Progress
3/28/22	City Manager Selection Process	M: Host S: Boutros	Managers Office & HR	4/25/22 - direct to formal agenda item 5/9/22 - New Business Item 5/23/22 CM report 10/3/22 - motion for CM to conduct formal recruitment 1/9/23 - Scheduling Interviews	CM Recruitment Portfolio posted 10/25/22
1/10/22	Food Trucks	M: Host S: Schafer	Nick Dupuis/Jana Ecker	1/24/22 - CC req. more info 3/9/22 - Workshop 3/14/22 - Informally brought up by Host 6/20/22 Commission and Planning Board Discussed 6/27/22 - City Manager Directed to encourage food trucks at all city sponsored events, BSD events, and direct the BSD to organize a rotation of food truck events	6/27/22 In progress/ being monitored
1/10/22	Leaf Blowers	M: Baller S: Host	Nick Dupuis	1/24/22 - make formal item 10/3/22 Workshop - staff given direction to return with recommendation	In progress
1/10/22	Commissioner Conduct	No vote	Mary Kucharek	2/14/22 - Workshop 2/28/22 Directed CM to prepare Code of Conduct for future agenda 7/11/22 - Initial presentation to Commission by CA	Will be revised and presented again at an upcoming CC meeting
Resolved					
4/11/22	BBCC - Mental Health Workshop - More time to talk	M: Baller S: Haig	Marianne Gamboa	4/25/22 - clarify commissioners intent 5/9/22 - added time on the agenda to discuss	Resolved

				Tom directed staff to add mental health info in city publications	
5/9/22	Pickleball	Baller, no vote	Lauren Wood	Agenda item 5/23/22	Installed on 6-3-22
1/24/22	Social Districts	M: Schafer S: Boutros	Nick Dupuis/Jana Ecker	2/14/22 - make formal item 3/9/22 - Workshop 3/14/22 - Informally brought up by Host 6/20/22 Commission and Planning Board Discussed	No formal action taken by the Commission
5/23/22	Commission Meeting Start Time	Baller	Mary Kucharek	On agenda for 6/27/22 - Mary to draft generic ordinance language and discuss in July On agenda for 7/11/22 - Commission decided not to proceed	No changes for now
8/15/22	Birmingham Country Club	M: Host S: Haig	Fairbairn, Dupuis, Clerk's Office	8/29 - CC Discussion Possibly plan to write a letter, invite bham cc and twp to meeting to collaborate *Draft a letter	Resolved, letter sent

Topics Failed

4/25/22	On Street Parking Study	M:Haig S: Host
4/11/22	Downtown Parking	M: Host S: Haig
3/28/22	Parking Matters	M: Host S: Haig
6/13/22	479 SOW (Doraid) PAD	M: Boutros

Topics With No Vote - Resolved

1/10/22	Unimproved Streets	Discussed during the Long Range Planning meeting.
2/28/22	Solidarity with Ukraine	City Manager arranged for exterior lighting at City Hall.

Topics With No Vote - Unresolved

5/9/22	-PAD ordinance/cleanup	Baller, no vote	No vote
5/9/22	-Policy for granting public space ODD/Valet	Baller, no vote	No vote

Birmingham Public Schools Facility Assessment Committee

Birmingham City Manager Tom Markus and Cris Braun, Executive Director of Next, were invited to serve on the [Birmingham Public Schools Facility Assessment Committee](#). The committee will create a report with recommendations and options for the Board of Education to consider for facility usage.

Board and Committee Communications

Based on commissioner feedback, department heads have been encouraged to include additional information about their boards and committees in future City Manager reports. Updates may include information such as: upcoming meeting topics and dates, updates regarding ongoing and future projects, challenges/difficulties, etc.

Beier Howlett, P.C.

Baldwin House Update

Over the past few months, the City Attorney's office, with the assistance of the Police Department, has conducted surveys with the Baldwin House residents regarding their parking situations and whether the agreement for 69 free parking spaces in the Chester Street parking garage has been breached. The City Attorney's office has also been meeting frequently with two attorneys representing Baldwin House in order to come to some resolution regarding the parking situation. Presently, the attorneys for Baldwin House will be hiring an independent auditing firm in order to help establish the correct facts regarding restitution to all tenants that improperly paid for parking. Also, the attorneys are currently working together to form an agreement as to how the free parking will work in the future. Our Parking Manager, Aaron Ford, has drafted a letter that will ultimately be given to Baldwin House residents, both present and future, in order to inform them of the steps needed to assure that they receive a complimentary parking pass if needed. The City Attorney's office is hopeful that a resolution will be completed and restitution will be received for all the tenants who incorrectly paid for parking. The City Attorney's office is also confident that the tenants of Baldwin House will be protected going forward.

Update Regarding Tax Tribunal Lawsuit

On May 10, 2022, the New 555 Commercial, 555 Residential, Manorwood Properties, and Associates of 555 ("Petitioners") filed a petition against the City of Birmingham to the Michigan Tax Tribunal to dispute the special assessment imposed on their properties arguing that the special assessment was invalid as it was not reasonably proportionate to any benefit. On November 21, 2022, Petitioners filed a Motion for Summary Disposition arguing there was no genuine issue of material fact because the special assessment that the city assessed against Petitioners' properties was invalid. On December 22, 2022, the Michigan Tax Tribunal denied this motion. On January 12, 2023, our attorneys were served with Petitioners' Application for Leave to Appeal to the Michigan Court of Appeals, based on the Michigan Tax Tribunal's Order Denying Petitioners' Motion for Summary Disposition. The main argument for this appeal is that the Tribunal erred in denying their motion for summary disposition because the city did not determine any increase in value or benefit to the property before imposing a special assessment. We intend to file our answer on or before February 2, 2023, when our answer is due. We do not believe the Tax Tribunal made any error and will ask the Court of Appeals to deny hearing their appeal.

Engineering Department

Water Service Verification Program

As a reminder, the "In-Home/Business" water service line material needs to be determined as part of this program. Property owners can schedule an inspection by an authorized City Representative at 248-303-2292 or determine the in-home/business material themselves with the steps provided in the property owner letter.

South Eton Public Open House

Thank you to everyone who came to the South Eton Public Open House on Tuesday, January 17, 2023. The next step is the Multi-Modal Transportation Board (MMTB) review and recommendations of options this winter and spring, with the second Public Open House reviewing the recommendation of MMTB this Spring.

Westwood, Oak, and Raynale Project

The city recently received bids on this project and will be brought forward to the City Commission for approval toward the end of February / beginning of March. The Engineering Department will host a property owner meeting to provide construction information on the project on Thursday, February 9, 2023, from 5:30 p.m. – 7:00 p.m. Property owners will receive a letter with additional information about this meeting.

Fire Department

The city was awarded another FEMA Public Assistance Reimbursement Grant in the amount of \$119,753.42. The time frame for expenditures that were reimbursed covered COVID-19 test kits and cleaning supplies bought July 1, 2021- October 31, 2021 and employee overtime costs from September to October 2021 that were caused by COVID-19 illnesses. Overtime costs came mainly from fire and police department staffing. The city has been awarded over four million dollars' worth of COVID-19 grant reimbursements over the past three years.

Planning Department

Master Plan 2040

The City of Birmingham has begun its review of the third and final draft of the Birmingham Plan 2040, which is available to read and download on www.thebirminghamplan.com. At a minimum, the remaining schedule of review will consist of reviews and a public hearing at the Planning Board, and a public hearing at the City Commission. The remaining schedule of review should closely resemble the following:

Date	Meeting Type	Action Needed
February 8, 2023	Planning Board	• Final review of plan for minor, non-substantive issues/corrections. • Set public hearing date.
March 8, 2023	Planning Board	• Hold a public hearing and further discuss comments received during the distribution period as needed. • Adopt plan; recommend to the City Commission for adoption.
May 2023 (Exact date TBD)	City Commission	• Present the final Plan and hold a public hearing. • If prepared to do so, the City Commission may adopt the Plan by resolution.

All of the documents related to the 2040 Plan remain available on www.thebirminghamplan.com. You can also watch a recording of past meetings on the City of Birmingham website. As a reminder, you can still submit comments directly to the consultant team through the aforementioned 2040 Plan website, and can submit comments directly to the Planning Division to be placed in the next available Planning Board agenda.

Planning Board

The Planning Board is gearing up for a big 2023. With the wrapping up of the 2040 Plan, new development projects, a robust action list, and an ever-changing landscape of new ideas and issues that need addressing, the Planning Board is due for a busy year. A tentative Planning Board list of scheduled items is provided below:

1. 2040 Master Plan – Draft #3 Review (Ongoing)
2. 34350 Woodward – Lavery Porsche – Special Land Use, Final Site Plan & Design Review (1/25/22)
3. 479 S. Old Woodward – Special Land Use, Final Site Plan & Design Review (1/25/23)

Multi-Modal Transportation Board

The Multi-Modal Transportation Board will begin review of South Eton design concepts for the resurfacing scheduled for 2024 in February. The first open house took place on January 17, 2023. The Multi-Modal Transportation Board will be reviewing input and design concepts throughout the spring of 2023 before making a final recommendation to City Commission.

Public Arts Board

The Public Arts Board does not have any active applications at this time and will be using their meeting time this winter to go over goals for 2023.

Historic Preservation

The Planning Division recently attended a Museum Board meeting to discuss the proposed Heritage Home program and gather feedback on how we may improve the program to best suit the historic preservation goals of the city. The Birmingham Museum plays an integral role in preservation in the city, which often extends beyond the walls of the Allen House. The Heritage Home project collaboration is one of many examples of an increased connection between the Birmingham Museum and the city's Historic District Commission (HDC) and Historic District Study Committee (HDSC). In addition, the Historic District Commission is on to the third draft of the Historic Design Guidelines project, which is expected to be completed later this summer. The HDC has provided feedback to the consultants, and City Staff has remained attentive to the requirements of the Certified Local Government grant process and requirements.

Sustainability

Recently, the city has engaged with Oakland County to learn about a residential green infrastructure pilot program that is being considered by the County to reduce the amount of storm water entering the combined sewer systems within the George W. Kuhn drainage district, which encompasses most of the east side, and some of the south western portion of Birmingham. The Planning and Engineering departments have participated in scoping sessions and have provided feedback to the County and hope to be selected to participate in the program over the next couple of years. In addition, the Planning Department is mapping out a vigorous approach to sustainability in the next 1-3 years, which was presented to the City Commission during Long Range Planning.

Lighting Issue Update

On December 5, 2022, Mr. George Dilgard came before the City Commission to raise an issue with light fixtures at the Eton Square Apartments on Southfield Road. and express his dissatisfaction with City Staff in remedying the perceived issue. At that meeting, the City Commission was presented with a history of correspondence between city staff and Mr. Dilgard, which included in-depth research by City Staff that was performed over a period of several months. This research was performed (1) to demonstrate the complex nature of the lighting ordinance and (2) to confirm or dispel some of the arguments brought forward by Mr. Dilgard. The essentiality of this work was not to find a way to disprove or denounce the arguments brought forth, but to ensure that city staff understood completely what factors go into determining what the terms cutoff or full cutoff mean and how we may apply the lighting ordinance consistently and accurately moving forward. It is the belief of the Planning Division that this research also revealed an aged ordinance that is in need of a fresh approach that addresses new technologies and lighting science, most notably the proliferation of LED's. Regardless, the city has engaged with management at the Eton Square Apartments to remedy the issue, which should conclude in short order.

Police Department

Chief of Police/Promotions Update

On January 12, 2023, Police Chief Mark Clemence ended his 37-plus-year career with the police department and started his retirement. We thank Mark for his dedicated service to our department

and the City of Birmingham. With the retirement of Chief Clemence, Captain Scott Grewe was sworn in as the next Chief for the Birmingham Police Department. This internal promotion to chief created an opening for internal promotions to back-fill each position. A promotional process was conducted in December of 2022.

The Birmingham Police Department's promotional process is based on a point system where applicants are awarded and earn points. This process includes a written examination, oral interview, yearly evaluations, seniority and education. The panel for the oral interview consisted of a deputy chief and two captains from outside agencies.

As a result of this process, the Birmingham Police Department is pleased to announce the promotion of Sgt. Alex Linke to the Lieutenant position. Additionally, we are also pleased to announce the promotion of Ofc. Jordan Zale to the Sergeant position.

Parking Systems Update

Equipment

The long awaited installation of new parking structure equipment has started. New TIBA parking equipment has been installed at the Chester Street garage, and the equipment will be installed at the Pierce, Peabody, Park, and North Old Woodward structures (in the order listed) by the end of February/early March.

Once the new TIBA equipment is installed, city staff is looking to extend the agreement with ParkMobile into its parking structures, giving the city one consistent online payment provider for all things parking. Currently ParkMobile is offered as a form of online payment for all metered parking.

Construction

WJE Engineering has been working on completing their assessment of the Pierce Street Garage, as well as having an MEP (mechanical, electrical, and plumbing) consultant review all the garages. WJE hopes to have the construction documents finished by April, with the bidding process taking place in May. This work is part of a larger five-year repair project that not only continues the ongoing concrete restoration and repair, but includes MEP of the garages. This will include designing the staining of ceilings, LED lights, etc. Construction bidding will take place around April/May 2023.

Occupancy

DECEMBER AVG CAPACITY	
Chester Garage (880)	33.31%
Old Woodward (745)	42.92%
Park Garage (811)	49.98%
Peabody Garage (437)	69.82%
Pierce Garage (706)	66.41%

Future Agenda Items

Download a summary of [future agenda items](#).

Future Workshop Items

Download a summary of [future workshop items](#).

Free speech or out of order? As meetings grow wild, officials try to tame public comment.

By [Karin Brulliard](#)

January 17, 2023 at 4:57 p.m. EST

A school board meeting in Greeley, Colo., kicked off this month with a newly restrictive public comment policy — the fourth iteration in a year marked by such vitriol over masks and books that one member suggested suspending comment altogether. Two opportunities for citizens to address the board for a total of four minutes had already been slimmed to one three-minute chance. Now speakers would have two minutes.

In Rochester, Minn., where public comment at city council meetings has featured personal attacks on the mayor and baseless accusations about the library promoting pedophilia, speakers since October have been permitted to comment just once a month — and the board is considering further restrictions.

And in Salem, Ore., the school board in September closed meetings to the public and began taking comments by Zoom or phone or in writing, following what the [superintendent](#) called an “escalation of disruptive behavior” that had turned in-person comment into a “public forum for political agendas.”

Across a polarized nation, governing bodies are restricting — and sometimes even halting — public comment to counter what elected officials describe as an unprecedented level of invective, misinformation and disorder from citizens when they step to the microphone. As contentious social issues roil once-sleepy town council and school board gatherings, some officials say allowing people to have their say is poisoning meetings and thwarting the ability to get business done.

“I’m not denigrating the concept of acknowledging true questions our community has. That’s vital. That’s what I’ve spent my entire adult life doing,” said Rochester Mayor Kim Norton, a former school board member and Democratic state lawmaker. But, she added: “Do I think we have an obligation to have the same personal attacks be made week after week, year after year? No.”

The efforts to moderate public comment — and audience outbursts that can accompany it — are taking place in both red and blue regions as elected officials cope with what the American Association of School Administrators, the School Superintendents Association and the National School Boards Association have referred to as rising threats of violence and aggression at community meetings.

But some legal experts and lawmakers worry some restrictions are overreactions by thin-skinned officials that skirt unconstitutional limitations on free speech. Even if legal, they argue, reining in comment runs contrary to the American ideal of letting the public express views to representatives chosen and funded by taxpayers — even if those views include threats, bigotry and falsehoods.

“Access to public meetings and that face-to-face, whether virtual or in-person, opportunity for the citizenry to talk to their elected officials is foundational to our democracy,” said Carol Rose, executive director of the ACLU of Massachusetts. Her organization filed a brief in support of a challenge, which was recently heard by the state Supreme Court, to the public participation policy of the town of Southborough’s select board.

That case stemmed from a 2018 meeting at which a resident, citing a state finding that the board had violated open meeting law, accused members of “breaking the law” and then, when its chair ended public comment, called him “a Hitler.” The resident argues the policy, which prohibits “rude, personal or slanderous remarks,” was unconstitutionally deployed to avoid criticism. The town says it is reasonable to maintain order.

Elected councils and boards generally are not required to hold in-person public comment sessions, but most see it as best practice. Rules vary: Many set time limits, prohibit applause or signs, and restrict comments to agenda items. Others let speakers opine on whatever they wish. Members often do not respond substantively to avoid lengthy debates. A growing number, the ACLU says, instruct speakers to be civil and refrain from personal attacks.

Francisco Negrón, the chief legal officer for the National School Boards Association, said he advises members that time and topic limits are generally fine, as is limiting speaking opportunities to locals at a time when curriculum debates often draw national activists. Smaller citizen advisory groups can also help give constituents other forums to air concerns, he said.

But generally, Negrón said, he tells boards: Parents care deeply about children, so let them have their say.

“If a person is impassioned, a person is loud, a person is visibly shaken, those things are all okay in the public sphere, as long as there’s no actual physical safety threat,” he said. When it comes to false comments: “It’s democracy. Everybody in this country has the right to their opinion.”

But the policies are being tested at a time of increased — and impassioned — interest in local politics.

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In Indiana, a school board suspended public comment in 2021 after raucous meetings, including one at which an audience member's gun fell from his pocket. Last year, state lawmakers overwhelmingly passed a bill forbidding that option. School boards must now offer time for oral public comment at all meetings, though they are permitted to take "reasonable steps to maintain order."

"Parents deserve to have their voices heard when it comes to their children's education," state Rep. Tim O'Brien (R), the bill's sponsor, said in an email. "It's terrible public policy to make decisions in a vacuum."

Federal courts have offered mixed guidance, legal experts say. The Supreme Court has affirmed Americans' right to criticize public officials. But those officials may impose neutral limits in settings such as town council meetings — limiting speakers' time and the topics to be addressed, for example. Courts have been less consistent about whether rules policing vaguer notions, such as decorum, are acceptable.

"What does rude mean? What does courteous mean?" said attorney Ruth Bourquin of the ACLU of Massachusetts, which was joined by a free-market group, Pioneer Legal, in its opposition to the Southborough policy.

It has left board and council chairs and their attorneys to navigate gray legal terrain while trying to get through agenda items.

In Greeley, Colo., things grew especially heated in September, when a woman read a passage from a book that she complained was in school libraries: Toni Morrison's "The Bluest Eye," one of nation's most challenged books, according to the American Library Association. It graphically describes a father's rape of his young daughter.

Superintendent Deirdre Pilch faulted the woman for "trying to horrify" the audience, which included students. A board member tearfully suggested suspending public comment.

The board did not seriously consider that, said its president, Michael Mathews. But Mathews, a Presbyterian minister, said members did consult with attorneys about where constitutional protections end.

"It's been difficult to know what to rule 'out of order,'" he said. "We could suspend public comment. But it's not something we ever want to do. We want to hear from our public."

In December, speakers were allowed a single spot of three minutes each. Things went off the rails almost immediately.

The first speaker called the board "tyrants and criminals ... pushing pornography on children." Mathews sunnily thanked him for his comments. The second presented a stack of papers she said were district complaint forms about books that "violate federal obscenity laws." Several other attendees filed to the front of the room, where they dropped thousands more forms on the floor as a security guard hovered.

When the superintendent called for a recess to clear what she referred to as "trash," half the room erupted. "You're trash!" a man yelled. Mathews pounded his gavel, calling a recess.

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The board returned minutes later, and comments resumed.

“You want us to go away?” asked one speaker, Candice Sawyer. “Then take what we’re doing and understand that we’re upset, and we’re growing in numbers.”

A man called the new policy “anti-constitutional” and said he would ignore it. A woman screamed that board members were “disgusting.”

Mathews called a second recess, then adjourned the meeting early after audience members again shouted while the superintendent reported on her efforts to address complaints about books.

When the board returned this month, speakers had two minutes each, an additional uniformed officer was present, and audience chairs were rearranged so that anyone approaching the dais would need to pass a security officer.

“It is perfectly legal for someone to come and call me disgusting,” Mathews said. “The problem is the behavior — and by people who are not speaking.” Zoom-only meetings remain an option if disruptions continue, he added. “We can’t just keep postponing reports that we’re receiving or business that we need to attend to.”

In Rochester, City Council President Brooke Carlson said one of her primary concerns is making sure meetings remain welcoming to people of all viewpoints and identities. The council’s once-monthly limit on commenting has helped, she said, though it did not please regular speakers.

“You are supposed to be servants of the people,” one, Othelmo da Silva, told the board, according to a video of the meeting. “You should be here to listen to us for as long as you need to, because we are technically your bosses.”

That is a view shared by Barry Sanders, a city council member in Taunton, Mass. Last fall, the council briefly suspended public input after a speaker chastised a council member by name over a dispute that began on social media, violating a requirement that comments be “respectful, courteous and not personal in nature.” Sanders opposed the suspension.

“That’s what the First Amendment speaks to: the right of the public to have their grievances heard. Not the right of the public to say nice things about their elected officials,” Sanders said.

A local progressive group, Taunton Diversity Network, was also concerned. The council has now settled on a policy that limits speaking time and prohibits threats or incitement, but also eliminates the civility requirements.

In Oregon, the Aug. 9 Salem-Keizer school board’s comment session began with the usual guidance from its chair: Speakers chosen at random would have three minutes each. Disruptions such as fighting, vulgarity or hate speech might get you ejected.

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Meetings had been tense for months, and this one was no different. When one woman referred to the memoir “Gender Queer” as “cartoon pornography,” shouts erupted from the audience, prompting the board’s attorney to deem the comment “First Amendment-protected speech.” Crowd members protested: “That was hate speech!” a man yelled.

Friction rose as speakers offered dueling comments on a proposed ban on weapons on school properties. Other speakers condemned the “school-to-prison pipeline” and accused some audience and board members of being “white supremacists.”

Animus between speakers spilled into the parking lot and came close to physical confrontation, according to a later investigation by the district’s safety manager, who recommended in-person meetings and comment be halted for safety purposes. Perry, the superintendent, said she agreed — but not happily.

“It used to be, ‘Come in, sign up. We’ll call on you.’ No big deal, right?” Perry said. That changed during the pandemic, she said.

“You want that personal connection, so I think that is what’s missing when the public is not in the room,” said Perry, who is retiring this year. “I think I’ve been known for that over my career and saying, ‘How can we bring this together and find that common ground?’ And I haven’t really figured that out yet. ... We are living in really polarized times.”

Fwd: "New subdivision" in Birmingham

1 message

Tom Markus <tmarkus@bhamgov.org>
To: Alex Bingham <abingham@bhamgov.org>

Mon, Jan 16, 2023 at 8:16 PM

Info only

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

From: **Clinton Baller** <clinton@baller4bham.com>
Date: Mon, Jan 16, 2023 at 7:08 PM
Subject: Fwd: "New subdivision" in Birmingham
To: Tom Markus <tmarkus@bhamgov.org>

Please consider sharing with Commission, others.

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

From: **Alan Lenhoff** <alan.lenhoff@gmail.com>
Date: Mon, Jan 16, 2023, 6:42 PM
Subject: Re: "New subdivision" in Birmingham
To: Clinton Baller <clinton@baller4bham.com>

Clinton:

Your answer is sensible, realistic, true -- and appreciated.

>>No help, right?>>

Actually, I do see a value in our exchange. I think it was worthwhile just bringing this to your attention. Perhaps you'll remember this at some point when/if the commission discusses a similar issue, or if HM Homes ever is before the commission. (And I got a chance to vent!)

Keep up the good work!

Alan

On Mon, Jan 16, 2023 at 3:03 PM Clinton Baller <clinton@baller4bham.com> wrote:

Hey, Alan...

You pose a very good question. Obviously, there is nothing in our ordinances to stop what has occurred. And it is very difficult to legislate design. That said, I could imagine someone having a conversation with HM about their approach. Whether it does any good or not, who knows. I don't know anyone at HM, and I wonder who might be the best person to approach them. They and other builders are producing what the market is demanding, at least in terms of square footage and features, if not exterior design. All over town we see bigger, taller, roomier homes, more glass, more open floor plans, etc. Very often they are replacing outdated homes of relatively mundane design. But it is unusual to see four similarly designed homes boom-boom-boom-boom -- at least these days. Go back 60 years, and that's what builders in Birmingham did. Same home design up and down street after street. From a broader perspective than Poppleton Park, I would say we've made some progress in that regard.

No help, right?

On Mon, Jan 16, 2023 at 2:21 PM Alan Lenhoff <alan.lenhoff@gmail.com> wrote:

Hi Clinton:

Hope you are doing well...

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Here's my annual "Is there something the city can do about this?" email. One of the things I've loved about Poppleton Park is the variety of residential architecture. Then HM Homes arrived. In the past couple of years, they bought an empty lot on Wimbledon, near the corner of Poppleton, and built this home:



Nothing wrong with that. But bear with me. Then they bought the house next door, and used its huge lot to build these three very similar homes:

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So, now there are four homes right next to each other at the corner of Wimbleton and Poppleton that are more or less quadruplets, with small variations. And across the street, there are two more relatively new homes that are similar, but not quite as much as the three in the photos. And if you skip a house to the west of the white house, the next one is new, and similar in style, too. (I don't know whether HM built any of those nearby homes that I have not photographed.) So, this is why I refer to this area as being a "new subdivision."

And just to pile-on here, another pet peeve of mine about the new homes in my old neighborhood: The height of the new homes is totally out-of-scale with the existing homes. For example:

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Individually, there's nothing wrong with these homes. But is there anything reasonable the city can do to review building plans to somehow discourage a builder like HM from using this cookie-cutter approach in a beautiful old neighborhood?

(End of rant.)

Thanks Clinton!

Alan Lenhoff

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1200 N. Telegraph Road
Pontiac, MI 48341-0475
Phone: (248) 858-0100
Fax: (248) 858-1572

January 17, 2023

Cris Braun
NEXT Area Senior Council
2121 Midvale St
Birmingham, MI 48009

Dear Cris Braun,

I am pleased to inform you that upon recommendation of the Healthy Aging Oakland County Ad Hoc Committee the NEXT Area Senior Council's application has been approved in the amount of \$250,000.

This funding has been awarded to assist senior centers with improvement such as capital, technology, infrastructure, and equipment improvements or professional development.

For execution, you will be receiving a separate email requesting a signature on your Interlocal Agreement. This email will come from Ken Dobson with additional instructions. Following approval by your governing authority as applicable, and execution of the agreement, please sign the agreement and email it to Mr. Dobson.

If you have any questions regarding the program or agreement, please feel to contact Barbara Winter, Senior Policy Analyst of the Board of Commissioners at (248) 821-3065 or at winterb@oakgov.com. In addition, please feel free to contact me if I can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Kristen Nelson". The signature is written in a cursive, flowing style.

Kristen Nelson
Oakland County Commissioner
Chair of the Healthy Aging Oakland County Ad Hoc Committee

Cris Braun

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Executive Director



2121 Midvale | Birmingham, MI 48009

(248) 203.5273 | www.BirminghamNext.org

At Next, we are proud of serving the growing 50 plus population in our community. Armed with an entrepreneurial spirit and a dynamic approach to addressing community issues, we do not operate under a millage. Instead Next relies on a diverse revenue stream to support its day-to-day operations. Philanthropy is key to keeping our programs and services growing and thriving while ensuring accessibility to all who want to participate. Next is proud to be a 501 (c) (3).

Tom Markus <tmarkus@bhamgov.org>

Wed, Jan 18, 2023 at 9:32 AM

To: City Commission <city-commission@bhamgov.org>, DepartmentHeads <departmentheads@bhamgov.org>

FYI

[Quoted text hidden]

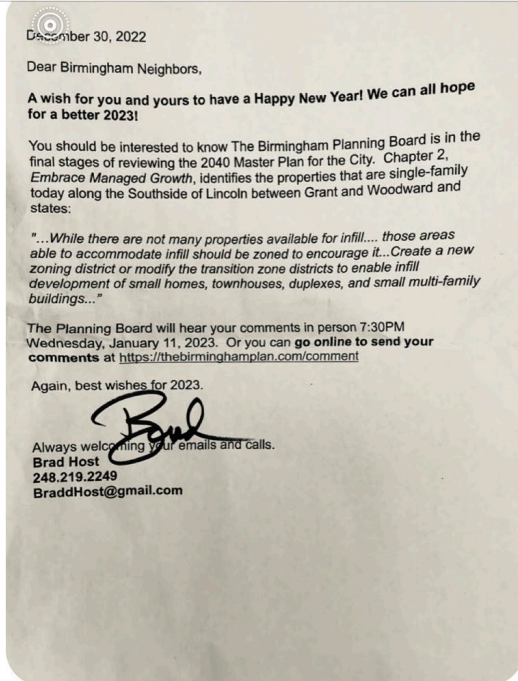
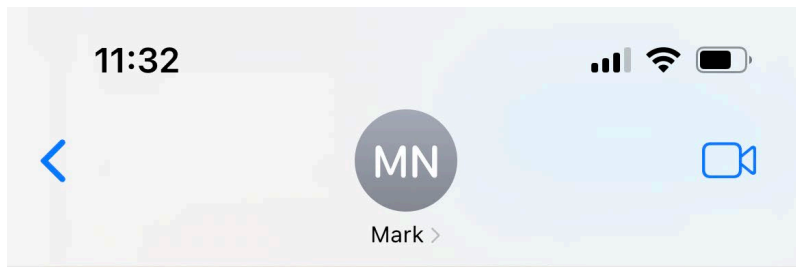
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To unsubscribe from this group and stop receiving emails from it, send an email to departmentheads+unsubscribe@bhamgov.org.

To view this discussion on the web visit https://groups.google.com/a/bhamgov.org/d/msgid/departments/CALPLqCjePxZiR-GTe3rQvae0umO_hCHbcsXKhPUwzCOFWXmn1A%40mail.gmail.com.

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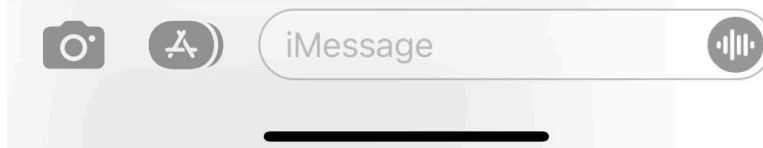


Good afternoon Tom

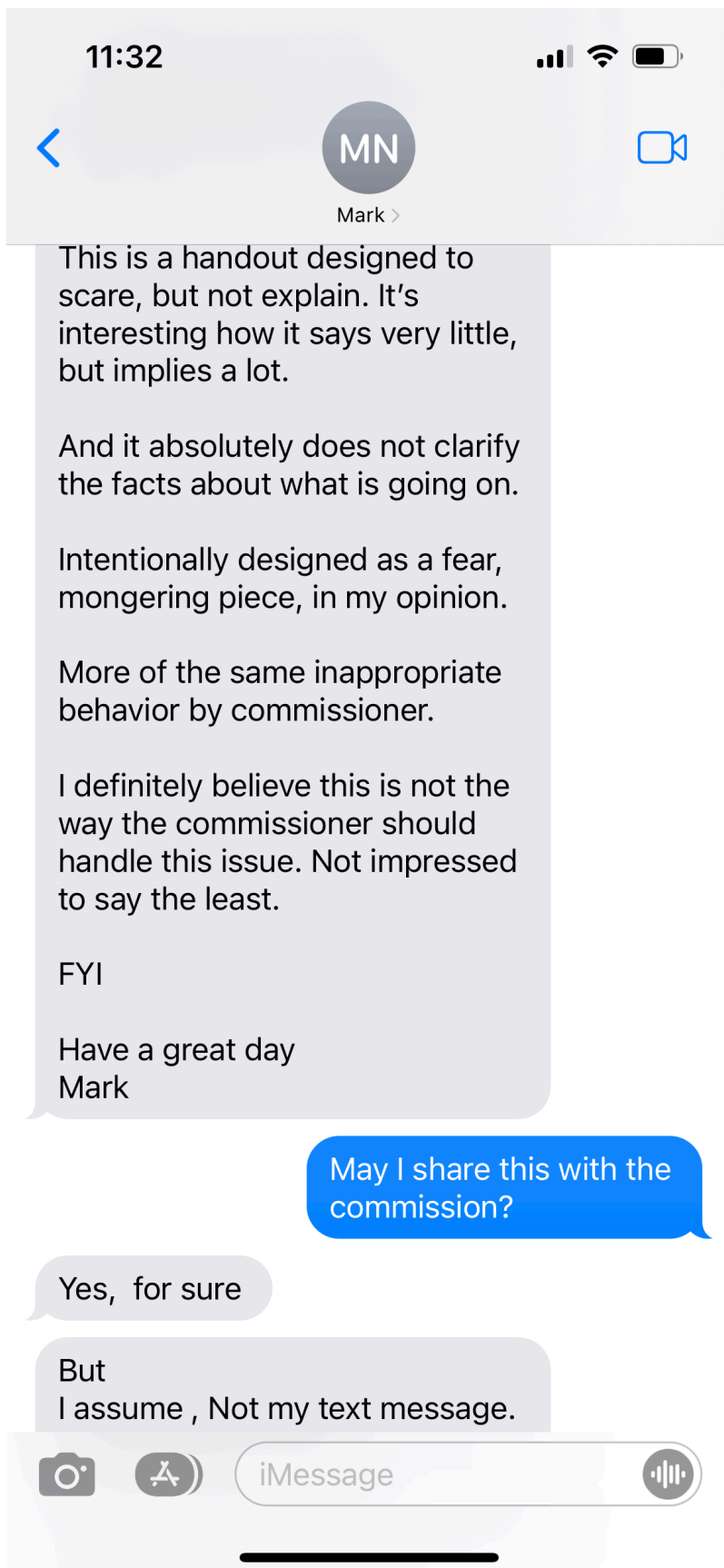
Just thought you would find interest in this

My neighbor just pulled me aside this morning, in total fear that something terrible was going to happen to our neighborhood.

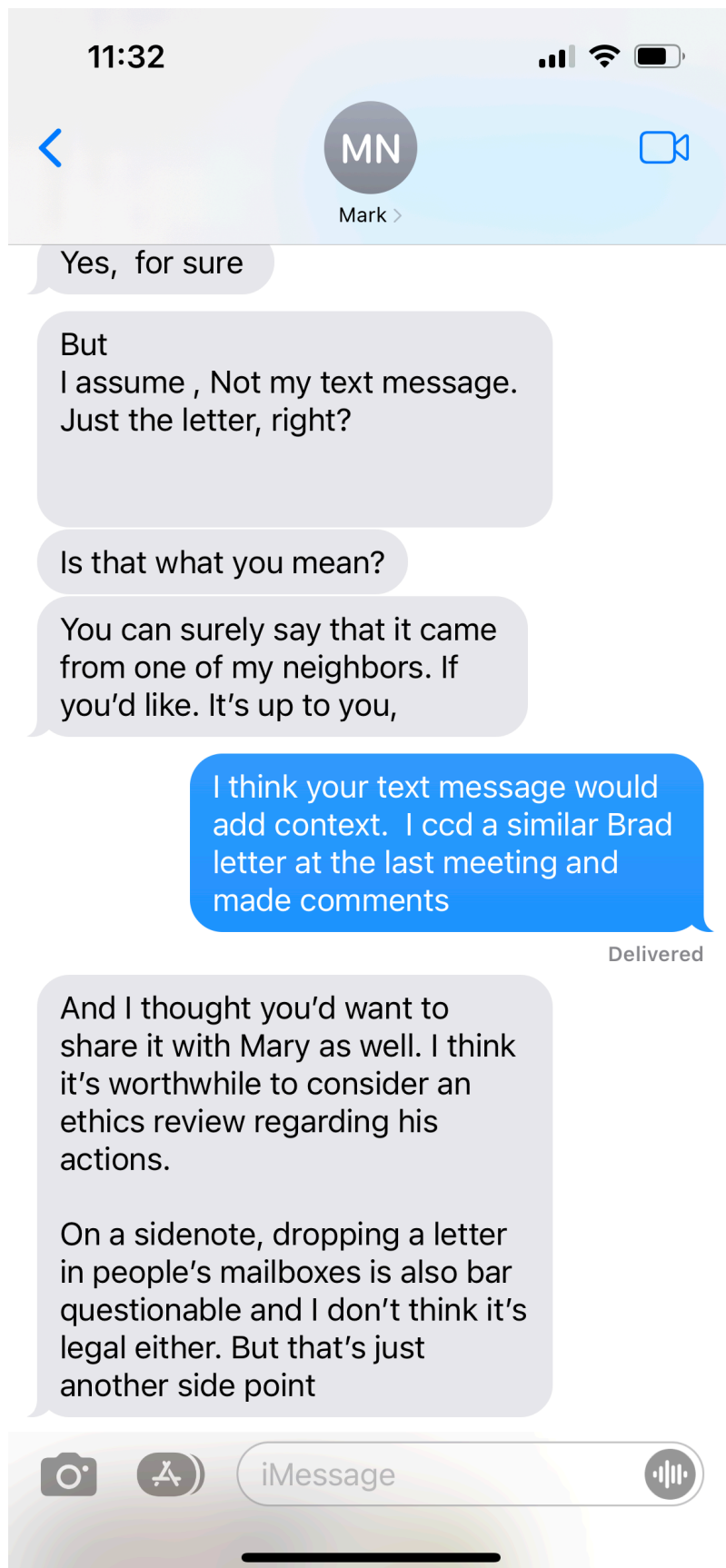
She got this in her mailbox dropped off by hand. Funny thing, I didn't get one. I wonder why?



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