



**CITY COMMISSION MEETING AGENDA
DECEMBER 3, 2018
7:30 PM**

Agenda Documents to Retain

This list is being provided as a reminder.

Items will drop off the list when the Commission has completed consideration of them.

SAVE FROM	ITEM	SAVE FOR
November 12, 2018	Consent-Set Public Hearing for CDBG funding	December 3, 2018
December 3, 2018	Consent-Set Public Hearing for Elie's Name Change	December 10, 2018

BIRMINGHAM CITY COMMISSION AGENDA
DECEMBER 3, 2018
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Patty Bordman, Mayor

II. ROLL CALL

J. Cherilynn Mynsberge, City Clerk

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

Announcements:

- The Santa House will be open for visits from children and patrons can enjoy free horse-drawn carriage rides. For more information on select dates, visit www.AllinBirmingham.com.

Appointments:

- A. Interviews for the Historic District Commission
1. Connae Pisani (interviewed 11/19/18)
 2. Corinne Barringer
 3. Thomas Killion (unable to attend)
 4. Patricia A. Lang
 5. Gigi Debbrecht
 6. Gregg Laviolette
- B. Appointments to the Historic District Commission
1. To appoint _____ to the Historic District Commission, as a regular member, for the remainder of a three-year term to expire September 25, 2021.
 2. To appoint _____ to the Historic District Commission, as a regular member, for the remainder of a three-year term to expire September 25, 2021.
- C. Interviews for the Board of Review
1. Elicia Katrib
 2. Cynthia Rose
- D. Appointments to the Board of Review
1. To appoint _____ to the Board of Review as a regular member to serve a three-year term to expire December 31, 2021.
 2. To appoint _____ to the Board of Review as a regular member to serve a three-year term to expire December 31, 2021.
- E. Interviews for the Triangle Corridor Improvement Authority Board
1. Curtis Hays

- F. Appointments to the Triangle Corridor Improvement Authority Board
 - 1. To concur in the Mayor's appointment of _____ to the Corridor Improvement Authority as the resident member to serve a four-year term to expire December 15, 2022.
- G. Administration of Oath of Office to Appointees

IV. CONSENT AGENDA

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

- A. Approval of City Commission minutes of November 19, 2018.
- B. Approval of warrant list, including Automated Clearing House payments dated November 21, 2018 in the amount of \$649,604.90.
- C. Approval of warrant list, including Automated Clearing House payments dated November 28, 2018, in the amount of \$2,131,613.14.
- D. Resolution setting a public hearing for January 14th, 2019 to consider a Special Land Use Permit Amendment for 263 Pierce – Elie's Mediterranean Cuisine to reflect an ownership change and to consider authorizing the Chief of Police to sign the MLCC Police Investigation Report associated with the change in ownership.
- E. Resolution authorizing the IT department to purchase 95 block hours of GIS support from Geographic Information Services, Inc. 2100 Riverchase Center, Suite 105, Birmingham, AL 35244, the total purchase not to exceed \$15,000.00. Funds are available in the IT GIS fund account # 636-228.000-973.0500.

V. UNFINISHED BUSINESS

- A. Resolution approving an ordinance amendment to Chapter 126, Zoning, Article 9, Section 9.02, Definitions, to amend the definition of bistro to establish a maximum of 65 seats indoors, and 65 seats outdoors for bistros located within the Downtown Overlay District and to establish a maximum of 85 seats indoors and 85 seats outdoors for bistros located within the Triangle and Rail Districts as recommended by the Planning Board on August 8, 2018.

OR

Resolution approving an ordinance amendment to Chapter 126, Zoning, Article 9, Section 9.02, Definitions, to amend the definition of bistro to establish a maximum of ___ seats indoors, and ___ seats outdoors for bistros located within the Downtown Overlay District and to establish a maximum of ___ seats indoors and ___ seats outdoors for bistros located within the Triangle and Rail Districts.

VI. NEW BUSINESS

- A. Resolution authorizing the Finance Director to complete the 2019 Program Year Community Development Block Grant application and conflict of interest certification and to authorize the mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the City and submit them to Oakland County. The project(s) to be included in the application and the respective

allocations of Community Development Block Grant Funds can be found in the full resolution.

- B. Resolution receiving the 2019 proposed budget from the 48th District Court, to approve the budget as submitted; and further, to authorize the 48th District Court to administer the Michigan Indigent Defense Commission Program on behalf of the City.
- C. June 30, 2018 Audit Presentation by Plante Moran
- D. Resolution approving the Public Art Board's recommendation to accept the sculpture donation of James Miller-Melburg's Michigan Spring on behalf of his representative James D. Robb and to have it installed on the southwest corner of the lawn of The Birmingham Public Library.
- E. Resolution adopting the recommended Amendment to Chapter 30 Article 10 of the Birmingham City Code.
- F. Suggested Resolution:
 - 1. Resolution accepting the proposal from Factory Detroit to provide logo branding services in an amount not to exceed \$5,000, charged to Account #101-299.000-729.0000, and further, authorizing the Mayor to sign the agreement on behalf of the City.

OR,
 - 2. Resolution accepting the proposal from _____ to provide logo branding services in an amount not to exceed \$_____, charged to Account #101-299.000-729.0000, and further, authorizing the Mayor to sign the agreement on behalf of the City.

OR,
 - 3. Resolution establishing a review committee of commissioners to evaluate the top five logo bid proposals and make a recommendation for a selected vendor, with the committee consisting of _____, _____, and _____.

OR,
 - 4. Resolution establishing a review committee of commissioners to evaluate all bid proposals and make a recommendation for a selected vendor, with the committee consisting of _____, _____, and _____.
- G. Resolution to meet in closed session to discuss an attorney/client privilege communication in accordance with Section 8(h) of the Open Meetings Act.

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

IX. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE PRINTED AGENDA

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to appoint two alternate members to the Storm Water Utility Appeals Board on January 14, 2019.
 - 2. Notice of Intention to appoint three members to the Public Arts Board on January 14, 2019.
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

XI. ADJOURN

INFORMATION ONLY

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

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



**NOTICE OF INTENTION TO APPOINT TO
HISTORIC DISTRICT COMMISSION**

At the regular meeting of Monday, November 19, 2018 the Birmingham City Commission intends to appoint two regular members to the Historic District Commission to serve the remainder of three-year terms to expire September 25, 2021.

Interested parties may submit an application available from the City Clerk's Office on or before noon on Wednesday, November 14, 2018. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the City with primary emphasis upon the City's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
Connae Pisani	<ul style="list-style-type: none"> • A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. • Must be a resident
Corinne Barringer 1667 Graefield	Resident
Thomas W. Killion 286 Abbey Road	Resident
Patricia A. Lang 1023 Floyd St.	Resident
Gigi Debbrecht 564 Frank St.	Resident
Gregg Laviolette 1323 Ruffner Ave.	Resident

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

SUGGESTED ACTION:

To appoint _____, to the Historic District Commission as a regular member to serve the remainder of a three-year term to expire September 25, 2021.

To appoint _____, to the Historic District Commission as a regular member to serve the remainder of a three-year term to expire September 25, 2021.



HISTORIC DISTRICT COMMISSION

Ordinance #1880

Terms: 3 years

Members: A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If available, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan.

Duties: The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Last Name	First Name	Home Address	Home Business E-Mail	Appointed	Term Expires
Burley	Doug	384 Puritan	(248) 761-9905 <i>doug.burley@outlook.com</i>	8/14/2017	9/25/2020
Deyer	Keith	1283 Buckingham	(248) 642-6390 <i>kwdeyer@comcast.net</i>	9/25/2006	9/25/2020
Donati	Grace	835 Westchester Way	(248) 633-5033 <i>grace.donati@gmail.com</i>	2/26/2018	12/31/2018 Student Representative
Dukas	Natalia	1352 Suffield	(248) 885-8535 <i>nataliadukas@yahoo.com</i>	9/9/2013	9/25/2019
Filthaut	Kevin	1158 Webster Ave.	(248) 761-0009 <i>kfilthau@umich.edu</i>	2/12/2018	9/25/2019 Alternate

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Fuller 255 Pierce	Dulce	(248) 245-4000 <i>d@woodwardandmaple.com</i>	10/27/2016 Alternate	9/25/2019
Henke 724 South Bates	John	(248) 789-1640 <i>jwhenke@aol.com</i>	9/25/2006 historical preservation organization member	9/25/2021
VACANT <i>Thomas Trapnell resigned 8/15/2018. Position currently posted until filled.</i>				9/25/2021
VACANT <i>Adam Charles resigned 10/8/2018. Position currently posted to be filled 11/19/2018.</i>				9/25/2021
Wells 1844 W. Lincoln	Ava	(704) 699-1192 <i>avawells@gmail.com</i>	2/28/2018 Student Representative	12/31/2018
Willoughby 667 Greenwood	Michael	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 architect	9/25/2019



OFFICE USE ONLY	
Meets Requirements?	Yes No
<u>Will Attend</u>	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.

Board/Committee of Interest Historic District Commission

Specific Category/Vacancy on Board Regular Member

Name Corinne Barringer

Phone 248.561.9520

Residential Address 1667 Graefield Rd.

Email info@barringerconsultants.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 14+ years

Business Address same

Occupation Speech Pathologist

Business City, Zip Same

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I thoroughly enjoyed my role at Wayne State University Anthropology Museum identifying, marking and cataloging artifacts, going on archeological digs, researching land plats and genealogy of the Detroit area, and conducting tours of the museum. This experience in anthropology has provided me with a great appreciation of local history and how important it is to record, save documents, materials and important historical sites for the enrichment of current residents and future generations. Teaching and working with various social, cultural and generational populations provided a valuable and unique perspective and one that I can bring to the commission to help further historic preservation.

List your related employment experience. Speech Therapy in geriatric/hospital settings; private client coaching/corporate speech training for professionals; teaching/guest lecturer college/university level; course/training development.

List your related community activities Worked with Commemorative Air Force (Ohio) to organize their collection of vintage aviation materials and military aircraft. Worked with Troy Historical Museum to research provenance of signage from Big Beaver Airport. Identified section of land still owned by Anna Main (dec.) Estate (previous owner of airport) and not previously identified or claimed. Volunteered with FAA – initiated recording oral histories of WW2 pilots and served on Board of Great Lakes International Aviation Conference. Currently volunteering as MI FAA Safety Team Representative.

List your related educational experience- MA in speech language pathology, BA in anthropology/archeology/museum studies, 1yr graduate studies in field.

Graduate Assistant with Wayne State University Anthropology Museum; experience with research, archiving, collections management and moving museum; archeology field work.

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

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

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

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 Historic District Commission/Historic District Study Commission

Specific Category/Vacancy on Board Regular member

Name Thomas W. Killion

Phone 248 318-0180

Residential Address 286 Abbey St

Email thomas.killion@wayne.edu

Residential City, Zip Birmingham, MI 48009

Length of Residence 15 years

Business Address Wayne State University

Occupation University Professor of Archaeology

Business City, Zip Detroit, MI 48202

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied My interest is in community service by providing a strong presevation perspective, expereince in historic prevation, and skills in publication, presentations, and community outreach.

List your related employment experience Have worked in historical archaeology and historic preservation on projects in Corktown (Detroit) since 2007. Currently working on a project at Historic Fort Wayne in Detroit.

List your related community activities Involved in Michigan Historic Preservation Network, Preservation Detroit, fundraising activities, public outreach, and educational programs about historic Detroit.

List your related educational experience Professor of Archaeology at Wayne State since 2001; PhD 1987 (Anthropology/ Archaeology) University of New Mexico; MA 1981 / BA 1978 University of Connecticut (Anthropology/Archaeology)

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: None

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

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

Thomas W. Killion

Digitally signed by Thomas W. Killion
DN: cn=Thomas W. Killion, o=Wayne State University,
ou=Department of Anthropology,
email=thomas.killion@wayne.edu, c=US
Date: 2018.11.16 11:50:14 -0500

Signature of Applicant

November 16, 2018

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 cmynsberge@bhamgov.org or by fax to 248.530.1080. Updated 8/16/17

Thomas W. Killion, Ph.D. (Thomas.Killion@Wayne.edu)
286 Abbey Street, Birmingham, MI 48009
Thomas.Killion@Wayne.edu
248-318-0180 (cell)

Abbreviated CV: 2013-2018

(Michigan employment, research and historic preservation activity highlighted)

Employment/Education

Associate Professor, Department of Anthropology, Wayne State University (2001-present)

Repatriation Office, National Museum of Natural History, Smithsonian Institution (1991-2000)

University of New Mexico Ph.D. Anthropology 1987

University of Connecticut MA Anthropology 1980

University of Connecticut BA Anthropology 1977

Recent Research Awards

Summer 2018/Summer 2019 Wayne State/OVPR A&H funds awarded for Questioning Abandonment: Historical Ethnoarchaeology in Alpuente, Los Serranos, Valencia, Spain, with Dr. Joan Segi, Museum of Valencia. For 2018-2019 (\$35,000)

Summer 2018/Summer 2019 Questioning Abandonment: Historical Ethnoarchaeology in Alpuente, Los Serranos, Valencia, Spain, with Dr. Joan Segi, Museum of Valencia. Summer June/July 2018 (transportation, housing and meals in Valencia for US team [3 persons]; provided by Valencia Museum of Ethnology; estimated at \$14,000).

LOI to OVPR for Valencia A&H research competition, invited to submit.

Summer 2017 Valencia Landscape Archaeological Research; proposal development (Targets: Government of Valencia, European Union, NSF, NGS) and travel/field reconnaissance to Valencia Spain (collaborating with Dr. Joan Segi, Museum of Ethnology); proposing 3 year ethno-archaeological survey, Fall 2016/Winter and Summer 2017 (Summer 2017 reconnaissance in Valencia (transportation, housing, and meals) funded by the Museum of Ethnology, Valencia; airfare to Spain covered by the Department of Anthropology, Wayne State University).

Winter/Summer 2017) Archival Research for the River Raisin National Battlefield Park, National Park Service Superintendent's Office, Monroe, MI \$4000 grant for research/technical report on Fort Wayne and the Springwells District, Detroit in the War of 1812; funding for WSU Undergraduate and Graduate Research Assistants (Kat Slocum, Terri Renaud).

Fall 2015 GPR and EM Survey of the Parade Ground at Historic Fort Wayne, conducted October 20-23, with Thomas Urban (Cornell University) and (James Conway, City of Detroit/Detroit Historical Museum), \$5000 provided by an anonymous donor through the Historic Fort Wayne Coalition, research ongoing.

Summer 2015 Exploratory Research with personnel in the Office of the City Historian, Santiago de Cuba and the University of Havana Anthropology Museum, June/July, funded by Study Abroad Program and CLAS Dean's Office, Wayne State University, \$4000

Summer Stipend Recipient, Dumbarton Oaks Pre-Columbian Studies Program, (\$3000)
Washington D.C., July-August 2015 Veracruz, Mexico: archaeological reconnaissance, WSU
CLAS Dean's Office (\$2700) June and July 2014

Wayne State University, College of Liberal Arts and Sciences Teaching Award, 2013
Humanities Center Grant, Summer Salary and Travel Grant, writing in Detroit, archival/field
research in Washington DC and Sonora, Mexico (\$4000) 2011

State of Michigan Governor's Award for Historic Preservation (with community partner, Greater
Corktown Development Corporation) 2009

Recent Publications

2018 "Of Cabbages and Kings: Gulf Olmec Subsistence Strategies" for the Oxford Encyclopedia
of Archaeology, Oxford University Press, Oxford, England (in press Oct 2018)

2017 "Prólogo y Introducción al Volumen" En La Arqueología Contemporánea de la
Costa del Golfo. Editado por Lourdes Budar y Marcie Venter, Universidad Veracruzana,
Jalapa, Mexico (volume published, June, 2017)

2017 Ground Penetrating Radar and Electromagnetic Survey of Parade Ground. Historic Fort
Wayne, report prepared for Historic Fort Wayne Coalition and City of Detroit Park and
Recreation Department, (accepted the *Journal of Field Archaeology* May 2018)

2013 "Non Agricultural Cultivation and Social Complexity: The Olmec, Their Ancestors, and
Mexico's Southern Gulf Coast Lowlands" *Current Anthropology*, Volume 54, Number 5 pp. 1-39.

2012 Review of *Bridging the Divide: Indigenous Communities and Archaeology*, edited by
Caroline Phillips and Harry Allen, *Journal of Anthropological Research* Volume, Pages

2008 Opening Archeology: Repatriation's Impact on Method and Theory, editor (plus 2 chapters),
School of American Research Press, Santa Fe, New Mexico.

2008 "Social, political and economic factors in Classic Period Settlement ACE 750-900,
Veracruz, Mexico," with Javier Urcid *In The Dumbarton Oaks Conference on the Archaeology of
Veracruz*, edited by Christopher Pool and Phillip Arnold, Dumbarton Oaks, Washington DC. pp.
259-291.

2008 "Cultivating, Farming, and Food Containers: Reflections on Formative Subsistence and
Intensification in the Southern Gulf Coast Lowlands" *Journal of Anthropological Research*, Volume
64, no.3, pp. 367-381.

Papers Presented

2017 Workshop presentation with K. Slocum and T. Renaud "Springwells, Historic Fort Wayne
and the War of 1812," on an NPS-funded research project for the *NPS Workshop for Michigan
Educators and Tribal Representatives on the War of 1812*, hosted by the River Raisin National
Battlefield Park, Monroe Michigan July 24 and 25, Historic Fort Wayne, Detroit.

2017 “Native American Repatriation in the United States and Internationally” An Informal Presentation to Staff of the Valencia Museum of Ethnography, May 29, Valencia, Spain

2017 “Opening Remarks for the Annual Meeting of the Midwest Conference on Mesoamerican Archaeology and Ethnohistory” Conference Organizer, March 10-11, Detroit.

2016 “Preservation and Prospection: Public Archaeology, Geophysics and the Sacred Landscape at Historic Fort Wayne, Detroit, Michigan” Paper for the Michigan Historic Preservation Network Conference, Detroit, May 6

2016 Symposium Discussant *Incidencia, Articulacion e Innovacion del Conocimiento Arqueologico en La Costa del Golfo Mesoamericano: Organizacion, Ideologica, Politica y Ritual*, organized by Lurdes Budar and Marcie Venter, Orlando, FL April 9

2016 “Long Mound Plaza Ceremonies and Site Formation Processes: a look at artifact surface debris distributions” talk given at the *Midwest Mesoamericanists Conference*, DuPage University, Chicago, IL, March 12

2015 Symposium Discussant for *NAGPRA at 25: A Focus on Repatriation and Education in Anthropology*, organized by April Sievert, Invited Symposium at the AAA annual meetings in Denver Colorado, November, 2015

2015 “Ethnographic analogies for the Late Classic Long Plazas of Southern Veracruz: Processions and Ritual Circuits” talk given at the *Midwest Mesoamericanists Conference*, Middle Tennessee State University, Murfreesboro, TN, March 14

2014 “Elvis Appearance in Classic Period Veracruz: Convergence of maize god imagery and late 20th century pop icon’s tonsure,” talk given at the *Midwest Mesoamericanists Conference*, DeKalb, IL, March 28.

2013 “Urban Archaeology in Metropolitan Detroit,” presentation to the October Meeting of the *Archaeological Society of Michigan*, River Raisin Chapter, Monroe, Michigan.

WAYNE STATE UNIVERSITY
Professional Record

Faculty

NAME: THOMAS W. KILLION

DATE PREPARED: 10/26/01

DATE REVISED: 10/24/2018

OFFICE ADDRESS:

Department of Anthropology
1204 Old Main/3043 FAB
Detroit, MI 48202

HOME ADDRESS:

286 Abbey Road
Birmingham, MI 48009

CELL: 248 318 0180

HOME PHONE: 248-646-2796

EMAIL: Thomas.Killion@Wayne.edu

DEPARTMENT/COLLEGE: Anthropology/Liberal Arts and Sciences, Wayne State University

PRESENT RANK & DATE OF RANK: Associate Professor, August 19, 2001

WSU APPOINTMENT HISTORY:

August 19, 2001, Associate Professor/Tenured and Chair, Department of Anthropology (8/16/2001-12/31/2006)

Associate Professor 1/1/2007- 12/31/2011; 8/1/2014-present

Associate Professor and Interim Chair 1/01/2012-7/31/2014

CITIZEN: United States of America

EDUCATION:

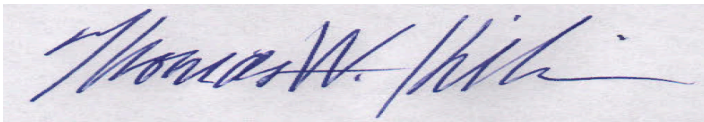
Baccalaureate: University of Connecticut BA Anthropology 1977

Graduate: University of Connecticut MA Anthropology 1980

University of New Mexico Ph.D. Anthropology 1987

Postgraduate:

- Summer Stipend Recipient, Dumbarton Oaks Precolumbian Studies Program, Washington D.C., July/August 2014



Oct 24, 2018

- Visiting Scholar, Dumbarton Oaks Precolumbian Studies Program, Washington D.C., December 2011
- Academic Fellow, Dumbarton Oaks Precolumbian Studies Program, Washington D.C., Winter/Summer, 2007
- NEH Fellow at the John Carter Brown Library Brown University, 1988-1989
- Charles Phelps Taft Postdoctoral Fellow and Instructor, Department of Anthropology, University of Cincinnati, 1987- 1988
- National Endowment for the Humanities Fellow at the School of American Research, Santa Fe, New Mexico, 1986-1987

FACULTY APPOINTMENTS AT OTHER INSTITUTIONS

- Adjunct Associate Professor, Department of Anthropology, St. Mary's College of Maryland, 1996-2001
- Invited Lecturer, Department of Anthropology, George Washington University, 1991-1999
- Lecturer, Department of Anthropology, University of Massachusetts, Boston Harbor Campus, 1990
- Visiting Assistant Professor, Department of Anthropology, Hamilton College, 1989
- Instructor and Taft Postdoctoral Fellow, Department of Anthropology, University of Cincinnati, 1987-1988
- Instructor, Department of Anthropology, University of New Mexico, 1983-1984
- Teaching Assistant, Department of Anthropology, University of New Mexico, 1981-1982
- Teaching Assistant, Department of Anthropology, University of Connecticut, 1979-1980

PROFESSIONAL SOCIETY MEMBERSHIP(S):

- American Anthropological Association, since 1985
- Anthropological Society of Washington, since 1997
- Faculty Council, (President 2003-2004) College of Liberal Arts and Sciences, Wayne State University, 2003-2006; 2010-2013; 2018-present.
- Faculty Senate, WSU, 2007-2010; 2018-present.
- Faculty Senate Budget Sub-Committee, 2008-2010
- Faculty Senate Computing and Infrastructure Sub-Committee, 2007-2008
- Keepers of the Treasures (US and Alaska Native American organizations), 1993-1997
- Pre-Columbian Society of Washington, since 1991
- Senate of Scientists, Councilor, NMNH, SI, 1995-1997
- Sigma Xi, since 1987
- Society for American Archaeology since 1985
- Society for Applied Anthropology since 2003, Fellow since 2006
- Society for Historical Archaeology since 2008

HONORS/AWARDS:

- Research funding for ethnoarchaeological field work in Valencia, Spain through the Wayne State OVPR (Arts and Humanities Grant 2018-2019) \$35,000
- Research funding from the Valencia Museum of Ethnology (Government of Valencia): housing, meals and in country transportation while conducting fieldwork in the Municipality of Alpuente, Valencia, Spain (summer field seasons in 2018 and 2019). Approx. \$14,000 (US)
- Travel Award, Dept. of Antho. Faculty travel fund, Valencia (\$1200) June-July 2017
- Cuba Study Trip, Faculty Associate and Researcher (funded by the Travel Abroad Program, \$3000), June-July 2015
- Dumbarton Oaks Summer Fellowship, July-August 2014 (\$3000)
- Dean's Travel Support (from Chair's start up) for research in Veracruz, Mexico June-July 2014 (\$2700)
- Wayne State University, College of Liberal Arts and Sciences Teaching Award, 2012
- Wayne State University Humanities Center Award 2011-2012 (Summer Salary and travel support; \$4000)
- Founded the Anthropology Learning Community with a grant from the Dean of Student's Office at WSU (\$9200, Fall 2010-Fall 2011)
- State of Michigan Governor's Award for Historic Preservation (as Director of the Corktown Archaeology Project at the Worker's Row House); given to the Department of Anthropology and a community partner, Greater Corktown Development Corporation), May 2010
- Honors College Award for the Corktown Archaeology Service Learning Program, Summer, 2009 (\$2250); summer salary covered by the Honors College.
- Summer Fellow, Dumbarton Oaks Pre-Columbian Studies Program, Washington D.C., 2007 (\$4000)
- Academic Semester Fellow, Dumbarton Oaks Precolumbian Studies Program, Washington D.C., Winter, 2007 (\$13,000 [plus part of 9-month salary awarded by Wayne State for administrative leave/recognition])
- Seminar Participant and Organizer (Opening Archaeology: Repatriation's Effect on Archaeological Theory and Practice), at the School of American Research, Santa Fe, New Mexico, August, 2005 (Travel, room, and board).
- Undergraduate Research Grants, Wayne State University, 2003, 2004, 2005, 2006(2), 2009, 2010, 2018 (2); \$2500 each.
- Summer research awards, Wayne State University, 2002, short-term travel to Veracruz, 2003, short-term travel to Veracruz, 2004 and 2005 support for data analysis of Hueyapan Archaeological Project at Wayne State University.

- National Science Foundation Grant, Hueyapan Archaeological Survey, Hueyapan, Veracruz, Mexico, 1998 and 1999 (\$107,000).
- Department of Anthropology (NMNH, SI) Travel Grant for Archaeological Reconnaissance at Laguna de los Cerros, Veracruz, Mexico, 1994
- Travel to Collections Grant, National Endowment for the Humanities, included preliminary survey of Laguna de los Cerros, Veracruz, Mexico 1989, 1990
- NEH Fellowship at the John Carter Brown Library Brown University, 1989
- Charles Phelps Taft Postdoctoral Fellow and Instructor, Department of Anthropology, University of Cincinnati, 1987- 1988
- Recipient of the Sigma Xi Award for Outstanding Dissertation, at the University of New Mexico, 1987
- Recipient of the Ruth B. Kennedy Memorial Lecture Award by the Maxwell Museum of Anthropology for Outstanding Dissertation in Anthropology at the University of New Mexico, 1987
- Weatherhead Resident Scholar (NEH funded) School of American Research, Santa Fe, New Mexico, 1986-1987
- Newberry Library Short-Term Research Fellow Newberry Library, Chicago, Spring, 1986
- Tuxtlas Ethnoarchaeology Project, San Andres Tuxtlas, Veracruz, Mexico, 1985-1986 (NSF Doctoral Dissertation Grant)
- Research Grants under the Mellon Program Latin American Institute, University of New Mexico, 1984-1985

Sabbatical/Leave of Absence from Wayne State University

- Fall semester academic sabbatical August-December, 2011
- Administrative leave of absence after 6.5 years as Chair (Anthropology) January-May, 2007
- No leave from 2001-2007; 2012-2014 (Chair, 12-month salary)
- Sabbatical proposed for Fall 2019

I. TEACHING

A. Years at Wayne State (oldest to most recent)

- Fall 2001, 1. Mesoamerican Civilization (ANT 5510/ANT 7620), 2. Chair's release.
- Winter 2002, 1. Chair's release, 2. Start up release.
- Fall 2002, 1. Native Peoples of North America (ANT 3530), 2. Chairs release
- Winter 2003, 1. Introduction to Archaeology (ANT 5270), 2. Chair's release.
- Fall 2003, 1. Lost Cities and Ancient Civilizations (ANT 3200), 2. Chair's release.

- Winter 2004, 1. Mesoamerican Civilization (ANT 5510/ANT 7620), 2. Chair's release.
- Fall 2004, 1. Lost Cities and Ancient Civilizations (ANT 3200), 2. Chair's release.
- Winter 2005, 1. Native Peoples of North America (ANT 3530), 2. Chair's release.
- Fall 2005, 1. Lost Cities and Ancient Civilizations (3200), 2. Chair's release.
- Winter 2006, 1. Introduction to Archaeology (ANT 5270), 2. Chair's release.
- Fall 2006, 1. WSU Archaeological Field School (ANT 5280), 2. Chair's release.
- Winter 2007, Administrative leave
- Fall 2007, 1. WSU Archaeological Field School (ANT 5280), 2. Mesoamerican Civilization (ANT 5270).
- Winter 2008, 1. Lost Cities and Ancient Civilizations (ANT 3200), 2. Introduction to Archaeology (ANT 5270/7620).
- Summer 2008, 3 sections of ANT 3600 (Archaeological Field Methods) for the Honors College (Corktown Archaeology Service Learning Experience).
- Fall 2008, 1. Historical Archaeology (ANT 3600/ANT 6290), 2. Native Peoples of North America (ANT 3530/ANT 6290)
- Winter 2009, 1. Seminar in Cultural Anthropology (Anthropology of War, ANT 7630), 2. Release for Undergraduate Advisor assignment
- Fall 2009, 1. Lost Cities and Ancient Civilization (ANT 3200 large class [n=137] edition), 2. Mesoamerican Civilization (ANT 5510)
- Winter 2010, 1. Archaeological Concepts and Techniques (ANT 5270/7620), 2. Release for Undergraduate Advisor assignment
- Spring/Summer 2010, Archaeological Field School for Undergraduates and Graduate Students (ANT 3600/6550)
- Fall 2010, 1. Lost Cities and Ancient Civilization (ANT 3200 medium large class [n=65]), 2. Native Peoples of North America (ANT 3530/ANT 6290)
- Winter 2011, Lost Cities and Ancient Civilization (1st Faculty to teach ANT 3200 class for Anthropology Undergraduate degree program at Macomb) 2. Release for Undergraduate Advisor assignment
- Summer 2011 Archaeological Field School for Undergraduates and Graduate Students (ANT 3600/6550)
- Fall 2011 on sabbatical
- Winter 2012 (appointed Interim Chair) ANT 5720; 1 release as Chair
- Fall 2012 ANT 3200; 1 release as Chair
- Winter 2013 ANT 3200; 1 release as Chair
- Fall 2013 ANT 7000 (Grad Hunter Gatherer Seminar); 1 release as Chair
- Winter 2014 2 releases as Chair

- Fall 2014 ANT 3020 Introduction to Archaeology; 1 release as Chair
- Winter 2015 2 releases as Chair
- Fall 2015, ANT 3200, Lost Cities and Ancient Civilizations; 1 release from original Interim Chair offer from Dean
- Winter 2016, ANT 5270, Arch. Concepts & Techniques; ANT 5996 Capstone
- Fall 2017, ANT 3200, Intro to Arch.; ANT 7620 Seminar in Problems and Concepts in Archaeology: Landscape Archaeology
- Winter 2018, ANT 3200 Lost Cities and Ancient Civilizations; ANT 3530 Native Americans
- Fall 2018: on medical leave.

B. Years at Other Colleges/Universities (most recent to oldest)

- Adjunct Associate Professor, Department of Anthropology, St. Mary's College of Maryland, 1998-2001.
- Lecturer, Department of Anthropology, University of Massachusetts, Boston Harbor Campus, 1990
- Coordinator, Center for Archaeological Studies, Department of Archaeology, Boston University, 1988-1990
- Visiting Assistant Professor of Anthropology, Department of Anthropology, Hamilton College, 1989
- Instructor and Fellow, Department of Anthropology, University of Cincinnati, 1987-1988
- Instructor Department of Anthropology, University of New Mexico, 1983
- Teaching Assistant, Department of Anthropology, University of New Mexico, 1981-1982
- Teaching Assistant, Department of Anthropology, University of Connecticut, 1979-1980

Courses Taught (not at Wayne State):

1. Introduction to Archaeology and Physical Anthropology
2. Digging Up Our Past (Introduction to Archaeology)
3. World Prehistory
4. Maya Civilization
5. Ancient Mexico and Central America
6. Ancient Andean World
7. Comparative Civilizations (Mesoamerica and the Near East)
8. Cultural Ecology Seminar
9. Prehistoric Economies (Agricultural Systems and their Origins)
10. Data Analysis in Archaeology
11. Research Methods in Anthropology
12. Archaeological Field Methods (Survey and Excavation Techniques)

C. Courses Taught at Wayne State in Last Six Years

1. Undergraduate

- ANT 5510 (Fall 2007)
- ANT 3530 (Winter 2005, Fall 2008, Fall 2010; Winter 2011)
- ANT 5270 (Winter 2006, Winter 2008, Winter 2010)
- ANT 3200 (Fall 2005, Winter 2008, Fall 2009, Fall 2010; Winter 2011)
- ANT 5280 (Fall 2006, Fall 2007)
- ANT 3600 (3 sections, Summer 2008, Fall 2008, 2 sections Summer 2010)
- ANT 6290 (2 sections, Fall 2008; Fall 2010)
- ANT 5510 (Fall 2001, Winter 2003, Winter 2005, Fall 2009)
- FALL 2011 (sabbatical)
- Winter 2012 ANT 5720
- Fall 2012 ANT 3200
- Winter 2013 ANT 3200
- Winter 2014 ANT 3200
- Fall 2014 ANT 3020
- Winter 2015 2 releases
- Fall 2015 ANT 3200; one release
- Winter 2016 ANT 5270; ANT 5996
- Fall 2016 ANT 3020; ANT 7009
- Winter 2017 ANT 3200; ANT 3530
- Fall 2017 ANT 3200; ANT 3020
- Winter 2018 ANT 3200; ANT 5510/3600
- Fall 2018: on medical leave

2. Graduate

- ANT 7620 (Winter 2006, Winter 2008, Winter 2010)
- ANT 7992 (Winter 2005)
- ANT 3530 (6290) Graduate version (Fall 2005, Fall 2010)
- ANT 5280 Graduate version (Fall 2006, Fall 2007)
- ANT 5270 Graduate version (Winter 2006, Winter 2008, Winter 2010)
- ANT 6550 Graduate Version (Summer 2010)
- ANT 7990 (Winter 2005, Fall 2005, Winter 2008)
- ANT 7630 (Winter 2009)
- Winter 2011 (sabbatical)
- Fall 2013 ANT 7000 Grad Seminar (Hunter-Gatherer Anthropology)
- Fall 2017 ANT 7620 Grad seminar; Landscape Archaeology
- Winter 2018 ANT 5150 Mesoamerican Archaeology (7 MAs)
- Fall 2018: on medical leave

D. Essays/Theses/Dissertations Directed/Committee member

- Katherine Slocum, PhD Candidate, archaeology, passed quals January 2017; Prospectus expected Fall 2018, present chair
- Dan Harrison, PhD Candidate, archaeology, prospectus approved, ABD; present chair
- Luke Pickrahn; MA Candidate, Advisor
- Kailey McAlpin, MA graduated, Reader
- Kathy Meloche, MA Candidate, archaeology, timed out of program 2017
- Greg Young, MA Candidate, bioarchaeology, advisor (MA thesis rejected Fall 2016)
- Graham Scheckles, MA Thesis, 2009-2015, graduated MA in archaeology, Advisor
- Kati Eggelson, MA Candidate, archaeology
- Paul Carlson, MA Candidate, archaeology initial advisor, dismissed following probationary period in the Masters program, 2015
- Dovie Jenkins, MA Candidate, bioarchaeology, advisor through 2014
- Ami Atee, MA Essay, awarded Summer 2014, bio-archaeology, reader, Graduated 2014
- Claudia Voit, MA Thesis, awarded Fall 2013, archaeology, advisor
- Jennifer Meyers, MA Synthesis, awarded 2012, archaeology, advisor
- Andrea DiMuzio, MA Essay, awarded 2012, archaeology, advisor
- Jon Brewster, MA Thesis, awarded May 2011, archaeology, advisor
- Kate Frederick, MA Essay reader, archaeology, awarded 2011
- Krystal Hubbard, MA candidate, 2009-2011, archaeology, Advisor
- Nancy Thomas, MA candidate, 2008-2012 (deceased), archaeology, Advisor
- Nicholas Smith, MA Essay, awarded 2009, archaeology, Reader
- Allison Muhammad, Ph.D. Committee Member, awarded 2010, bioarchaeology
- Hasan Ashkanani, Advisor, Masters Essay, Middle Eastern Archaeology, awarded 2009
- Corey Zolondeck, Ph.D. Committee Member, biological anthropology, awarded 2009.
- Dianna Jakubiec, Advisor, Masters Essay, Historical Archaeology, awarded 2008
- Rebecca Connor, M.A. Biological Anthropology, Essay Reader, Winter 2007 (graduated)
- Mathew Hendricks, M.A., Archaeology, Essay Reader, Winter 2008 (graduated)

- Jason Watt, Senior Honors Thesis on Maya Pharmacology, Summer 2006 (graduated)
- Corey Zolondek, Masters, Aboriginal Michigan Osteology, 2002-2005 (graduated, then Ph.D. Candidate in Department)
- William Norris, Ph.D. Sociology 2005 (graduated; outside Committee member)
- Tim Townsend, Ph.D. candidate in History (outside Committee member) awarded 2007
- Marie Maier, Masters Essay reader, Egyptian and Mesopotamian Interaction, Winter 2003 (graduated)
- Nicole Wilson, M.A. Osteological Essay Reader, Winter 2003 (graduated)
- Allon Goldberg, Ph.D. in Biological Anthropology, Committee member, Ph.D. awarded 2003
- Jeff Doan, Ph.D. in Biological Anthropology, Committee member, Ph.D. awarded 2004
- Chantal Esquivias, (at Boston University), outside committee member, Archaeology, Ph.D. awarded, 2002
- Tammy Szatkowski, Doctoral candidate at University of Pittsburgh, outside committee member 1998-2000

Course Curriculum Development

- Mesoamerican Civilization (revamped Fall 2017 for Winter 2018)
- Native Peoples of North America (accepted for Gen Ed credit, May 2018)
- Introduction to Archaeology (undergraduate degree core requirement)
- Lost Cities and Ancient Civilizations (periodic updates, 2001-2018)
- Archaeological Field Methods (Corktown District, Detroit; 2007-2011)
- Historical Archeology
- Spatial Anthropology (in process)
- Cultural Ecology
- Anthropology of War
- Landscape Archaeology (initial graduate offering taught; undergraduate version [Anthropology of the Landscape] in process)
- Field Courses in Historical Archaeology (Archival Documentation, Survey, Excavation and Laboratory Analysis with a Service Learning Component through the Greater Corktown Development Corporation (Fall 2006, Fall 2007, Summer 2008, Summer 2010, Summer 2011))

Fall 2015-Winter 2018:

- Introduction to Archaeology (undergraduate)
- Archaeological concepts and techniques (graduate)
- Anthropology Undergraduate Capstone
- Landscape Anthropology Seminar
- Mesoamerica (MA/UG, seminar model)

II. RESEARCH

A. Research in Progress, Not Funded

- Anthropology Course Reform (Statistics and GIS) proposal development for the STEM WIDER Grant at WSU Winter 2017, not funded.
- GLG Museum Exhibit on *Spring Wells Treaty (1815)* between the US Government and Tribal Nations at Fort Wayne, Detroit, with Joan Sequi, Visiting Scholar from the Valencia Ethnographic Museum (Spain). Fall and Winter 2016-2017. Exhibit presented at GLGMA, Fall 2016-Summer 2017
- Workshop on Spatial Archaeological Techniques: GIS, Settlement Pattern Analysis, Hueyapan Project Data—undergraduates enrolled in the Anthropology Learning Community Research Certificate (Fall and Winter semesters 2013-2014; Winter 2015)
- Interpretive Pocket Park Design and Build with students from the WSU Undergraduate Anthropology Society and Members of the WSU Anthropology Learning Community – park interpretation and archaeological research at the Workers Row House (2010-2013) with sustainable urban agricultural techniques in a dooryard setting behind the WRH to attract bicycle and foot traffic along one of the Urban Greenways of downtown Detroit.
- Corktown Archaeological Survey II (Fieldwork and data analysis Spring/Summer 2011)
- Corktown Archaeological Survey I (Fieldwork and data analysis Spring/Summer 2010)
- Corktown Archaeology, Workers Row House Exhibit preparation and analyses at the Museum of Anthropology, Wayne State University, Fall 2008 to present. Supervising final analyses and developing exhibit displays with students and volunteers in the Museum of Anthropology, Wayne State University.
- Corktown Archaeology, Fieldwork at the Workers Row House, Detroit. Artifact and Site Analysis at the Museum of Anthropology, Wayne State University, 2006-2008. Analyses carried out by students and volunteers in the Museum of Anthropology, Wayne State University continuous thru 2010.
- Archaeological reconnaissance and satellite imagery analysis of the archaeological site of Jonotal, Oaxaca, Mexico, in collaboration with researchers at Brandies University and the University of Veracruz,

Mexico, Summer 2000, 2002, 2004 (partially with Wayne State start up funds).

- Continuing data analysis of chronology and settlement patterns in the Hueyapan region, Veracruz, Mexico, Summer 2002, 2003, 2004, 2005, 2006.
- Slide and Map digitization with anthropology students (Sherry Holland, graduate, Kamal Badresany, undergraduate, Chris Fairchild, undergraduate), Summer 2002, 2004.
- Analysis and final report preparation for the Matacapán Archaeological Project, Veracruz, Mexico (multi-volume work w/ scholars from the University of Kentucky, Loyola University, the University New Mexico, and the University of Veracruz) 2000-2007.
- Analysis and final report preparation for the Petexbatun Settlement Survey, Peten Guatemala (multi-volume work with scholars at Vanderbilt University) 1995-2001

B. Funded Research in Last Five Years

- (Summer 2018/Summer 2019) Wayne State/OVPR A&H funds awarded for *Questioning Abandonment: Historical Ethnoarchaeology in Alpuente, Los Serranos, Valencia, Spain*, with Dr. Joan Segi, Museum of Valencia. For 2018-2019 (\$35,000).
- (Summer 2018/Summer 2019) *Questioning Abandonment: Historical Ethnoarchaeology in Alpuente, Los Serranos, Valencia, Spain*, with Dr. Joan Segi, Museum of Valencia. Summer June/July 2018 (Valencia transportation, housing and meals, for US team [3 persons] provided by Valencia Museum of Ethnology (estimated at \$14,000).
- (Fall 2017) **Applied** for NGS support for *Questioning Abandonment: Historical Ethnoarchaeology in Alpuente, Los Serranos, Valencia, Spain*, with Dr. Joan Segi, Museum of Valencia. For 2018-2019 (\$22,000, not awarded).
- LOI to OVPR for Valencia A&H research competition, **invited to submit**.
- **Applied** (Winter 2017) for STEM WIDER (internal WSU funding through a University NSF Undergraduate Education Grant) for Summer 2017 Anthropology Course Reform Project (\$67,000, not awarded)
- (Summer 2017) Valencia Landscape Archaeological Research; proposal development (Targets: Government of Valencia, European Union, NSF, NGS) and travel/field reconnaissance to Valencia Spain (collaborating with Dr. Joan Segi, Museum of Ethnology); proposing 3 year ethno-archaeological survey, Fall 2016/Winter and Summer 2017 (*Summer 2017 reconnaissance in Valencia (transportation, housing, and meals) funded by the Museum of Ethnology, Valencia; airfare to Spain covered by the Department of Anthropology, Wayne State University*).
- (Winter/Summer 2017) Archival Research for the River Raisin National Battlefield Park, National Park Service Superintendent's Office, Monroe, MI \$4000 grant for research/technical report on Fort Wayne and the Springwells

District, Detroit in the War of 1812; funding for WSU Undergraduate and Graduate Research Assistants (Kat Slocum, Terry Renaud)

- **Applied** (Fall 2016) for NEH Summer Stipend for Historic Fort Wayne Archaeology Project (\$6000, not awarded)
- (Fall 2015) GPR and EM Survey of the Parade Ground at Historic Fort Wayne, conducted October 20-23, with Thomas Urban (Cornell University) and (James Conway, City of Detroit/Detroit Historical Museum), \$5000 provided by an anonymous donor through the Historic Fort Wayne Coalition, research ongoing
- (Summer 2015) Exploratory Research with personnel in the Office of the City Historian, Santiago de Cuba and the University of Havana Anthropology Museum, June/July, funded by Study Abroad Program and CLAS Dean's Office, Wayne State University, \$4000
- Research Collaborator/Coordinator (representing WSU), with the Detroit Historical Museum (City of Detroit) and the Notawassipi Huron Band of Potawatomi (a federally-recognized Native American tribe in Fulton, Michigan) on planning and fund raising for a non-invasive survey of the Old Ft. Wayne Parade Ground, Detroit, MI (\$7500 pledged by the NHBP for non-invasive survey and site interpretation, Fall 2014) ongoing, 2014-2015
- Veracruz, Mexico: archaeological reconnaissance, (travel support from Dean's Office as part of Chair's start up; \$2700) June and July 2014
- Dumbarton Oaks Short-Term Summer Fellow (\$3000) *Agency of the Dead* book project, Washington, DC, July-August, 2014
- Humanities Center Grant (Summer Salary and Travel Grant, writing in Detroit, and partial funding for archival/field research in Washington DC and Sonora, Mexico; \$4000) 2011-2012
- Corktown Archaeological Survey II (Spring/Summer, Roosevelt Park 2011) field school with 2 funded graduate Assistants (\$5000: Gordon L. Groscup Museum of Anthropology funding)
- Corktown Archaeological Survey I (Spring/Summer, Hurtienne and Meyers Lots 2010) with intern/service learning/practica components for participants in the Anthropology Learning Community initiative (CLAS enrollment percentage and additional funding for 2 graduate student assistants, \$4000)
- Corktown Archaeology (Spring/Summer 2009)—for research assistants to do laboratory and data analysis with funding through the Michigan Cool Cities Initiative (\$3200) and the Gordon L. Grosscup Student Research Fund (\$2000)
- Corktown Archaeology, Laboratory Analysis and Museum Exhibit funding (\$12,000 plus student support attachment, \$4000) from the Local Initiatives Support Corporation, Detroit and Washington, DC. Fall 2009.
- Corktown Archaeology, Fieldwork at Workers Row House, Artifact and Site Analysis at the Museum of Anthropology, Wayne State University, 2006-2009, Initial funding from the Anthropology Chair's Start Up Fund (\$2500) and Honors College Summer Salary for In-Service Learning Program (\$7000). Field work and laboratory research carried out by Wayne State Graduate and Undergraduate Students enrolled in the Archaeological Field School, 2006, 2007, 2008 and Winter 2009 semesters, supported by a small grant from the Greater Corktown Development Corporation (\$2500)

- Dumbarton Oaks, Pre-Columbian Fellow, research and writing for *Ancient Veracruz: Archaeology and Culture History of the Southern Gulf Coast, Mexico*, 2007, Winter semester Residential Fellowship (\$13,000), Summer Research Stipend (\$5000) Washington, DC
- International repatriation research (Libraries and Archives in the US and Mexico) and tribal consultation in Chihuahua, Mexico, Contract Researcher, National Museum of the American Indian, Smithsonian Institution, 2001, \$16,000.
- Repatriation research (Library and Archival Resources in Washington, D.C. and Santa Fe, New Mexico) and tribal consultation for the Salinas Ruins National Monument, New Mexico, Mexico, Contract Researcher, National Museum of Natural History, Smithsonian Institution, 2001, \$7500.
- Co-Director (with Dr. Javier Urcid), Hueyapan Archaeological Project Archaeological Project, Hueyapan, Veracruz, Mexico (NSF funded settlement survey), 1998-2005, \$107,000.

Fellowships/Grants/Special Awards in Last Five Years

- Archival Research for the River Raisin National Battlefield Park, National Park Service Superintendent's Office, Monroe, MI \$6000 grant provided for assembling a report on Fort Wayne and the Springwells District in the War of 1812 (Winter/Summer 2017); funding for WSU Undergraduate and Graduate Research Assistants
- Humanities Center Research Travel Funding for the forthcoming Cave Valley Mummies Volume (Summer/Fall 2011-2012) \$4000.
- Learning Community Grant from the Provost's Office (through Howard Shapiro) for an LCI for Anthropology Learning Community focusing on Detroit as a site for anthropological research (pedagogical as well as archaeological research focus) \$9200, grant author and continuing participant (2010-2011)
- Mythical Foundations/Material Consequence: Archaeological Research at the Worker's Row House in Corktown, Detroit, Funding (\$8,000 in Summer Salary support and \$4000 in student stipends) from the Local Initiatives Support Corporation (Detroit and Washington DC) through the Greater Corktown Development Corporation, Summer 2009.
- Dumbarton Oaks, Postdoctoral Fellow, Veracruz archaeology and culture history January-July 2007 \$13,000.

Research w/ Undergraduate students:

- Undergrad Research Grants:
 - Julia DiLaura Valencia Photogrammetry project through UROP-Baker Fall 2018 (\$3000)
 - Lydia Rehman, Teaching Module Development for *Lost Cities and Ancient Civilizations* UROP 2018 (\$2500)
 - Chris Fairchild (3) 2 student papers on campus, 1 at national meeting
 - Jon Brewster (1) 1 student paper on campus, 1 at national meeting

- Stephanie Winborn (1)
- Jeri Pajor (2) 1 student paper and 1 poster on campus, 1 poster at national meeting (2010-2011)
- Mathew Wilkerson (1, 2010) (film student creating film about Native American Heritage in Detroit, Michigan western Ontario region)

Research w/Graduate Students:

1. Jon Brewster
 - A. Graduate Research Award for Spring/Summer semester assistant on the Corktown Archaeology Survey
 - B. Research Grant through the Cool Cities Initiative for Corktown Pocket Park and interpretive signage (\$2000)

PUBLICATION

A. Scholarly Books Published

Authored

revising for resubmission *Agency of the Dead: The Cave Valley Mummies of Chihuahua, Mexico and the Smithsonian Institution*; publication targets: University Presses of Texas, Oklahoma and New Mexico (approx. length 200 ms. pp.).

in preparation *Ancient Veracruz: Archaeology and Culture History of Mexico's Southern Gulf Coast*, book manuscript; publication target: University of Texas Press. (approx. length 300 ms. pp.).

2008 **Opening Archeology: Repatriation's Impact on Method and Theory**, edited by Thomas W. Killion, School of American Research Press, Santa Fe, New Mexico.

1992 **Gardens of Prehistory: Analytical Approaches to Settlement Agriculture in Greater Mesoamerica**, edited by T. W. Killion, University of Alabama Press. (334 pp.)

Co-Authored

1994 **Reckoning with the Dead: The Larsen Bay Repatriation and the Smithsonian Institution**, co-editor with Tamara Bray, Smithsonian Institution Press, Washington DC. (194 pp.)

B. Chapters Published

In press "Formative Period Subsistence Practices in the Gulf Coast Lowlands" with Phillip J. Arnold, Chapter length entry in the **Oxford Encyclopedia of Mesoamerican Archaeology**, Oxford University Press, Oxford, England. 13 ms. pages plus bibliography.

2017 "Prólogo y Introducción al Volumen" En **La Arqueología Contemporánea de la Costa del Golfo**. Editado por Lourdes Budar y Marcie Venter, Universidad Veracruzana, Jalapa, Mexico 32 ms pages (volume published, June, 2017, need pages)

2008 "Opening Archaeology: Repatriation's Impact on Contemporary Research and Practice" **Chapter I, Opening Archeology: Repatriation's Impact on Method and Theory**, edited by Thomas W. Killion, School of American Research Press, Santa Fe, New Mexico. (pp. 3-28)

2008 "A View From the Trenches: Repatriation Experiences at the National Museum of Natural History, Smithsonian Institution" **Chapter VII, Opening Archeology: Repatriation's Impact on Method and Theory**, edited by Thomas W. Killion, School of American Research Press, Santa Fe, New Mexico. (pp. 133-150)

2008 "Social, political and economic factors in Classic Period Settlement ACE 750-900, Veracruz, Mexico," with Javier Urcid *In The Dumbarton Oaks Conference on the Archaeology of Veracruz*, edited by Christopher Pool and Phillip Arnold, Dumbarton Oaks, Washington DC. pp. 259-291.

2002 "Contextualizing Repatriation: Widening the Circle of Decision Makers on Heritage and Cultural Property Issues." In **Art, Antiquity and the Law**, edited by Archer St. Clair and Patrick O'Keefe. Rutgers University Press and the Institute for Art and Law, UK.

2001 "Repatriation and Cultural Property in the United States" In **Who Owns Culture: Cultural Property and Patrimony Disputes in an Age Without Borders**, edited by Michael Janeway and Andras Szanto, National Arts Journalism Program, Columbia University, pp. 101-110.

2000 "On the Course of Repatriation: Process, Practice, and Progress at the National Museum of Natural History, Smithsonian Institution' In **The Future of the Past: Archaeologists, Native Americans, and Repatriation**, edited by Tamara Bray, Rutledge Press, New York, pp. 149-168.

2000 "Repatriation's Silver Lining (with a new Postscript)" with P. Molloy, In **Working Together: Native Americans and Archaeologists**, edited by K.E Dongoske, M. Aldenderfer, and K. Doehmer, Society for American Archaeology, Washington DC, pp. 111-118.

1994 "Introduction," In **Reckoning With the Dead: The Larsen Bay Repatriation and the Smithsonian Institution**, edited by Tamara Bray and Thomas W. Killion, Smithsonian Institution Press, Washington DC, pp. 7-9.

1992 "Introduction: Settlement Agriculture in Greater Mesoamerica." In **Gardens of Prehistory: Analytical Approaches to Settlement Agriculture in Greater Mesoamerica**, edited by Thomas W. Killion, University of Alabama Press, pp. 1-13.

1992 "Ethnoarchaeology and Ancient Community Structure at Middle Classic Matacapan," In **Gardens of Prehistory: Analytical Approaches to Settlement Agriculture in Greater Mesoamerica**, edited by Thomas W. Killion, University of Alabama Press, pp. 119-149.

1992 "Factors Influencing Settlement Agriculture in Mesoamerica: Ethnographic and Historic Case Examples," with William T. Sanders In **Gardens of Prehistory: Analytical Approaches to Settlement Agriculture in Greater Mesoamerica**, edited by Thomas W. Killion, University of Alabama Press, pp. 14-31.

C. Editorships of Books/Proceedings

2008 **Opening Archaeology: Repatriation's Impact on Method and Theory**. Volume editor and author of two chapters. School of American Research Press, Santa Fe, New Mexico (300+ pp).

1994 **Reckoning with the Dead: The Larsen Bay Repatriation and the Smithsonian Institution**. co-editor with Tamara Bray, Smithsonian Institution Press, Washington DC. (194 pp.)

1992 **Gardens of Prehistory: Analytical Approaches to Settlement Agriculture in Greater Mesoamerica**, edited by T. W. Killion, University of Alabama Press. (334 pp.)

D. Journal Articles Published and In Progress

In Preparation "The Long Mound Plaza: Architecture of Power in Classic Period Southern Veracruz" for *Journal of Anthropological Research*. (32 ms pp.)

In Preparation "Ethnographic Analogs for the Long Plaza: A Review of Architectural Form and Function" with Jonathan Brewster for *Journal of Anthropological Archaeology*. (30 ms pp.)

Resubmitted; 2nd review "The Springwells Burial Sites and Historic Fort Wayne, Detroit: Historical, Archaeological and Geophysical perspectives" *Journal of Field Archaeology* 30 ms pages plus figures. February 23, 2018

In Press "Springwells, Historic Fort Wayne and The War of 1812 in Southeast Michigan: Exploring Detroit's Past in War and Peace" (with Kat Slocum and Terri Renaud) for the **Michigan Archaeologist**, 45 ms pages, not including figures, October 2017

2013 "Non Agricultural Cultivation and Social Complexity: The Olmec, Their Ancestors, and Mexico's Southern Gulf Coast Lowlands" **Current Anthropology** Volume 54, Number 5 pp. 1-39.

2008 "Cultivating, Farming, and Food Containers: Reflections on Formative Subsistence and Intensification in the Southern Gulf Coast Lowlands" **Journal of Anthropological Research**, Refereed and Invited. Volume 64,no.3, pp. 367-381.

2004 "Ishi's Repatriation" **Anthropology Today**, with J. Kenny, April 2002, pp. 25-27.

2003 "The Olmec Legacy: Cultural Continuity on Mexico's Southern Gulf Coast," with Javier Urcid, **Journal of Field Archaeology**, Vol. 28, pp. 1-23.

- 1999 "Repatriation's Silver Lining" **Bulletin of the Society of American Archaeology**, with Paula Molloy, Volume 17, Number 2, pp. 21-34.
- 1992 "En Los Alrededores de las Ciudades: Asentamientos Intersitio en la Region de Petexbatun, Peten, Guatemala" **Revista del Museo Nacional de Antropologia**, Ciudad de Guatemala, Guatemala (Vol. 33, pp. 321- 356).
- 1990 "Cultivation Intensity and Residential Site Structure: An Ethnoarchaeological Examination of Peasant Agriculture in the Sierra de los Tuxtlas, Veracruz, Mexico," **Latin American Antiquity**, Vol. 1, No. 3: 191-215.
- 1989 "Intensive Surface Collection of Residential Clusters at Terminal Classic Sayil," **Journal of Field Archaeology**, Vol. 16, No. 3: 273-294.
- 1988 "Solar, Jardin, y Milpa: La Significacion de Produccion Agricola Entre Los Campesinos en la Sierra de Los Tuxtlas," **Cuadernos del Museo**, Numero 5, Universidad Veracruzana. Pp. 137-166.
- 1986 "On the Maya Collapse," with R. S. Santley and M. T. Lycett. **Journal of Anthropological Research**, Vol. 42, No. 2: 123-159.
- 1982 "The Development of Complex Societies in North and Central Peru". In Haliks'i, Vol. 1, No. 1, **Journal of the University of New Mexico Anthropological Society**, Albuquerque, New Mexico. Pp. 20-53.

E. Book Reviews Published

2017 Review of **Agricultural Beginnings in the American Southwest**. *Barbara J. Roth*. Lanham: Rowman and Littlefield, 2016. 185 pp. for *American Anthropologist*, issue forthcoming

2012 Review of **Bridging the Divide: Indigenous Communities and Archaeology**, edited by Caroline Phillips and Harry Allen, *Journal of Anthropological Research* Volume, Pages

2001 Review of **A Favored Place: San Juan River Wetlands, Central Veracruz, AD 500 to the Present**, by Alfred Siemens, **American Antiquity**, Vol. 11, No. 3: 310-311.

1999 Review of **Mexican Rural Development and the Plumed Serpent: Technology and Maya Cosmology in the Tropical Forest of Campeche, Mexico**, by Betty Bernice Faust, **American Anthropologist**, Volume 101, No. 4: 847-848.

1997 Review of **The Archaeology of Garden and Field**, by N.F. Miller and K.L. Gleason, **Journal of Field Archaeology** 22: 359-361.

1994 Review of **Maguay Utilization in Highland Central Mexico: An Archaeological Ethnography** by J.R Parsons and M.H. Parsons. **American Antiquity**.

1991 Review of **The Structure of Material Systems: Ethnoarchaeology in the Maya Highlands** by Brian Hayden and Aubrey Cannon, **American Antiquity**. Vol. 56, No. 4: 741-42.

1985 Combined "Review of **The Andean Past: Land, Societies, and Conflicts**, by Magnus Morner and **Huaro-chiri: An Andean Society Under Inca Rule** by Karen Spalding. **Journal of Anthropological Research**, Vol. 41, No. 3: 33-34.

- 1999 Review of **Hatunqolla: A View of Inca Rule from the Lake Titicaca Region**, by Catherine J. Julien. **Journal of Anthropological Research**, Vol. 40, No. 4: 18-19.
- 1983 Review of **The Warm Valley People: Duality and Reform among the Quechua Indians of Highland Peru**, by Harald O. Skar. **Journal of Anthropological Research**, Vol. 40, No. 4: 19-20
- 1982 Review of **Monuments of the Incas**, by John Hemming and Edward Ranney. **Journal of Anthropological Research**, Vol. 39, No.1: 22.

F. Dictionary/Encyclopedia Entries

- 1995 **Mesoamerica, Olmec Civilization, and La Venta**, entries for the **Oxford Encyclopedia of Archaeology**, edited by Brian Fagan. Oxford University Press, London.
- 1994 **Coba, Matacapan, and Sayil**, archaeological site entries in the **Encyclopedia of Latin American History: Mexico and the Spanish Borderlands**, edited by B.A. Tenenbaum. Charles Scribners and Sons, New York.

G. Technical Reports Published/Submitted

2017 “Springwells, Historic Fort Wayne and The War of 1812 in Southeast Michigan: Exploring Detroit’s Past in War and Peace. **Report** prepared for the National Park Service Chapter in a document to submitted October 2017 to the United States Congress requesting Historic Fort Wayne (Springwells) be included as a satellite unit within the River Raisin National Battlefield Park. *Revision of this chapter now in press for publication in the **Michigan Archaeologist***

2016 “Geophysical Survey of Parade Ground at Historic Fort Wayne,” **Report** prepared for Historic Fort Wayne Coalition, February, 2016 *Revision of this report now under review for publication in the **Journal of Field Archaeology***

2002 “Inventory and Assessment of Cultural Affiliation for Human Remains from the Salinas Pueblos of Gran Quivira and Quarai in Central New Mexico Held by the National Museum of Natural History, Smithsonian Institution.” Prepared under contract for the **Repatriation Office at the National Museum of Natural History, Smithsonian Institution**, Washington, D.C. (56 ms. pp.)

2000 “Cultural Affiliation of the Human Remains and Funerary Objects From Cave Valley, Chihuahua, Mexico.” Prepared under contract for the **Repatriation Office at the National Museum of the American Indian**, Washington, D.C. (38 ms. pp.)

1999 “Cultural Affiliation of the Remains of Ishi, A Yana-Yahi Indian in the National Museum of Natural History, Smithsonian Institution, ” with Stuart Speaker. **National Museum of Natural History, Smithsonian Institution**, Washington, DC.

1997 “Inventory and Assessment of Human Remains from St. Lawrence Is., Alaska in the National Museum of Natural History, Smithsonian Institution” (editor). **National Museum of Natural History, Smithsonian Institution**, Washington, DC. Library of Congress catalog no.: GN59.82.U6 158st 1997.

- 1993 "Arapaho repatriation: Human remains from the National Museum of Natural History" **National Museum of Natural History, Smithsonian Institution**, Washington DC. Library of Congress catalog no.: GN59.82.U6 S64ar 1993.
- 1992 "Naevahoo'ohhtseme=We are going back home: Cheyenne Repatriation (Human Remains in the National Museum of Natural History, Smithsonian Institution)" **National Museum of Natural History, Smithsonian Institution**, Washington, DC. Library of Congress catalog no.: E99 .C53 N348 1992
- 1990 "Pexbatun Intersite Archaeological Survey Final Report, Peten, Guatemala (in Spanish). **Department of Anthropology, Vanderbilt University**. (80 ms. pages)
- 1987 "Archaeological Investigations at Sayil, Yucatan, Mexico: Phase II, The 1987 Field Season," with Tourtellot et al.. **University of Pittsburgh Anthropological Papers**, No. 2: 1-17.
- 1983 "Reporte Final del Campo, Proyecto Matacapan: Temporada 1984, with Santley et al. **Un Informe al INAH**, Mexico y NSF, Washington D.C. Pp 1-86.
- 1985 "Settlement and Community Patterns at the Site of Sayil," with Sabloff et al.. In **Research Paper Series** No. 17, Latin American Institute, University of New Mexico, pp. 1-38.
- 1983 "Final Report of the Matacapan Archaeological Project: The 1982 Season," with Santley et al.. In **Research Paper Series**, No. 15. Latin American Institute, University of New Mexico, pp. 1-43.
- 1981 "A Ceramic Bibliography for New England Archaeology," with Schreiber et al.. In **Archaeological Research Monographs**, Vol. 3, No. 1, Public Archaeology Survey Team, Department of Anthropology, University of Connecticut, Storrs, Connecticut, pp. 1-66.

H. Articles In Scholarly/Professional Newsletters

- 1999 "The Facts About Ishi" **Anthropology News/Comment**, with William Sturtevant, Dennis Stanford, and David Hunt, September, p. 10.
- 1993 "Repatriation at the Smithsonian," **Physical Anthropology Newsletter**, fall 1991, 1(3): 6-8.
- 1992 "Native Communities and Repatriation: The Smithsonian Institution Perspective," with T.G. Baugh and T.L. Bray. **Federal Archaeology Report**, Vol. 5, No. 1. U.S. Department of the Interior, Archaeological Assistance Division, Wash., DC, pp. 23-24.

I. Papers Presented -- Symposia, Conference Papers, Invited Lectures, and Posters (SAA, AAA, SfAA, SHA and AAM presentations resulted in published abstracts)

- 2018 "Boserup in Reverse: An Argument for the variable role of outfield cultivation during intensification of the ancient humid Neotropical lowlands" invited paper for the **Early Mesoamerican Agricultural Systems** Symposium, *World Archaeological Congress (unable to attend due to fieldwork commitment; paper was prepared and subsequently read by symposium organizer)*, Salamanca, Spain, July.

2018 “Tropical Gardens and Urban development in Lowland Mesoamerican Cities” invited paper for the **Tropical Gardens** Symposium at the *Society for American Archaeology Meetings in Washington DC*, April.

2017 “Workshop Presentations: The case for the Springwells Mound Group at Historic Fort Wayne as a Sacred Mortuary site” team presentations for Michigan Educators and Tribal Representatives, with Kat Slocum and Terri Renauld (Wayne State Graduate Program) for **National Park Service-funded project** “Springwells and the River Raisin National Battlefield Park, Monroe Michigan” July 24 and 25

2017 “Repatriación del restos humanos nativos americanos en un contexto universitario: El caso del Museo de Antropología, Wayne State University, Detroit, Michigan, EE.UU. **Charla informal y mesa redonda en el Museo de Etnología**, Valencia, Espana. May.

2017 Conference Organizer **Midwest Conference on Mesoamerican Archaeology and Ethnohistory**, Wayne State University, (event funded by the College of Liberal Arts and Sciences, Office of the Vice President for Research, Humanities Center, Anthropology and History Departments, the Center for Latino/a and Latin American Studies and the Gordon L. Grosscup Museum of Anthropology at Wayne State University). An evening keynote address by Professor Emeritus Barbara L. Stark (Arizona State University) followed by a day of presentations by university faculty and graduate students from university programs all over the Midwest. March 10-11.

2016 Co-organizer of Wayne State exhibits and presentations on “Detroit Archaeological Research 2016” for *Michigan Archaeology Day* at the Michigan History Center, Lansing MI) October, 2016

2016 “Historic Fort Wayne and the Geophysical Identification of Settlement Features in the Springwells Late Woodland Burial Mound Complex.” 12th Annual Midwest Historical Archaeology Conference (Archaeology and the Power/Danger of Neighborhoods), Wayne State University, September 23 and 24.

2016 Symposium Organizer “Uncovering the Past Below the Surface: Archaeology in Detroit Today” for the *Conference on Neighborhoods in America’s Legacy Cities: A Dialog in Detroit*, organized and funded by Michigan’s State Historic Preservation Office, the Michigan State Housing and Development Authority and Wayne State University, Office for the Vice President for Research. September 13-16

2016 Organizer and Undergraduate Advisor for “A Mingle at the Museum” *An Undergraduate Keynote Address by Professor Stephen Chrisomalis and Graduation Celebration at the Detroit Institute of Art*, May

2016 “The View from Historic Fort Wayne” Symposium entitled From the Ground Up: Archaeology and Revitalization in Detroit, in *Michigan Historic Preservation Network/Thirty-Sixth Annual Statewide Preservation Conference: Resolve, Revolve and Evolve*. Wayne State University May 11-14, 2016

2016 Symposium Discussant for *Incidencia, Articulacion e Innovacion del Conocimiento Arqueologico en La Costa del Golfo Mesoamericano: Organizacion, Ideologica, Politica y Ritual*, Society for American Archaeology Annual Meetings, organized by Lurdes Budar and Marcie Venter, Orlando, FL April 9, 2016

2016 “Long Mound Plaza Ceremonies and Site Formation Processes: a close look at surface debris distributions” talk given at the *Midwest Mesoamericanists Conference*, DuPage University, Chicago, IL, March 12.

2015 Symposium Discussant for *NAGPRA at 25: A Focus on Education in Anthropology*, organized by April Sievert, Invited Symposium at the American Anthropological Association annual meetings in Denver Colorado, November, 2015

2015 Presentation on the “Juego de Pelota: The Game of Life and Death” *Day of the Dead Conference and Celebration* at the Albert L. Lorenzo Cultural Center, Macomb Community College, Utica MI, October 31.

2015 Co-organizer of Wayne State exhibits and presentations on “Detroit Archaeological Research 2015” for *Michigan Archaeology Day* at the Michigan History Center, Lansing MI) October , 2015

2015 Presentation of “Historic Archaeology in Detroit” with Brenna Moloney and Dan Harrison, *Michigan Historic Preservation Network Conference*, Jackson, MI, May

2015 “Ethnographic analogies for the Late Classic Long Plazas of Southern Veracruz: Processions and Ritual Circuits” talk given at the *Midwest Mesoamericanists Conference*, Middle Tennessee State University, Murfreesboro, TN, March 14

2014 “Elvis Siting in Classic Period Veracruz: Convergence of maize god imagery and late 20th century pop icon’s tonsure,” talk given at the *Midwest Mesoamericanists Conference*, DeKalb, IL, March 28.

2014 Co-organizer of Wayne State exhibits and presentations on “Detroit Archaeological Research 2014” for *Michigan Archaeology Day* at the Michigan History Center, Lansing MI) October

2013 “Urban Archaeology in Metropolitan Detroit,” presentation to the October Meeting of the *Archaeological Society of Michigan*, River Raisin Chapter, Monroe, Michigan, October

2013 Co-organizer of Wayne State exhibits and presentations on “Detroit Archaeological Research 2016” for *Michigan Archaeology Day* at the Michigan History Center, Lansing MI) October

2012 “Archaeology at Roosevelt Park, Detroit Michigan,” *The Algonquin Club* (Detroit Michigan and Windsor, Canada), Troy, MI, October.

2012 Co-organizer of Wayne State exhibits and presentations on “Detroit Archaeological Research 2012” for *Michigan Archaeology Day* at the Michigan History Center, Lansing MI) October , 2012

2011 Who Were the Jova? A Look at Cultural Affiliation Research in American Archaeology, *Department of Anthropology Faculty Research Series*, December.

2011 The Cave Valley Mummies of Chihuahua, Mexico: A Special Case of Repatriation Across International Borders, *Humanities Center Brown Bag Lecture Series*, October

2011 Organizer of Wayne State exhibits and presentations on “Detroit Archaeological Research 2011” for *Michigan Archaeology Day* at the Michigan History Center, Lansing MI) October , 2011

2010 The Archaeology of Early Irish Immigrants in Detroit. *The Irish Geneological Society of Michigan*, presentation at the Gaelic League, Detroit. June

2010 Recent Historical Archaeology Research in Corktown Detroit: Urbanization, Industrialization, and Ethnicity at the Workers Row House. *Detroit Historical Museum Series on the History of Corktown*, Detroit. March.

2009 “Three short presentations to the Corktown Resident’s Council: Excavation, Publication/Exhibition, and a proposed Neighborhood Survey,” January, February and March Meetings of the *Corktown Resident’s Council*, Winter, 2009.

2008 “Mythical Foundations-Material Consequences: Archaeology and the Irish Immigrant and Working Class Experience in Corktown, Detroit, USA” paper presented at a symposium entitled, Engaged and Useful Archaeologies: Civic Engagement, Working Communities, and Historical Archaeologies of Labor. *World Archaeological Congress (WAC 6)*, Dublin, Ireland, submitted and read by proxy in July.

2008 “Hunter-Gatherer-Planters of the Gulf Coast Lowlands: A Provisional Look at the Roots of Olmec Subsistence in the Heartland and Beyond” presented in The Olmec in Mesoamerica Symposium at the Society for American Archaeology Meetings, Vancouver, B.C., Canada

2008 “The Irish in Detroit: Archaeology at the Worker’s Row House” Paper presented at a symposium entitled The Irish In America at the *Society for Historical Archaeology Meetings*, Albuquerque, New Mexico

2007 “Olmec Donald Didn’t Have a Farm: A New Model for Subsistence and Complex Society on Mexico’s Southern Gulf Coast” *Lecture to the Windsor Chapter of the Ontario Archaeological Society*. Windsor, Ontario, December.

2007 “Archaeology at Corktown, Detroit” *Presentation for Michigan Archaeology Day*, State Historical Center, Lansing, Michigan, November.

2007 “El Tajin: A Classic Period City on Mexico’s Northern Gulf Coast.” *Lecture to the Society of Active Retirees*, Wayne State University, Oakland Campus, October.

2007 “New Light on Ancient Olmec Subsistence: An Alternative to the Cereal Agriculture Hypothesis for Early Complexity in Mesoamerica’s Tropical Lowlands” *Lectures to the Fellows of the Dumbarton Oaks Library and the Pre-Columbian Society of Washington*, Summer School, Washington, DC, May.

2007 “Cultivating, Farming, and Food Containers: Reflections on Formative Subsistence and Intensification in the Southern Gulf Coast Lowlands.” Presentation for Remembering Robert: The Robert S. Santley Memorial Symposium, Society for American Archaeology Meetings, Austin, Texas, April.

2007 “Highlights from the book project Ancient Veracruz: Archaeology and Culture History of Mexico’s Southern Gulf Coast” *Fellows Research Report to the Staff and Fellows of the Dumbarton Oaks Research Library*, Washington, DC, March.

2006 “Architecture, Settlement, Social Landscapes, and Political Dynamics of the Hueyapan Region, Veracruz, Mexico (AC 750-900).” Society for Active Retirees, Wayne State University, May 9.

2006 “The Olmec Context: Formative Period Settlement in the Hueyapan Region and Greater Southern Veracruz” Presentation in The Gulf Coast Olmec Symposium, Society For American Archaeology Meetings, San Juan, Puerto Rico, April 28.

2006 Olmec Legacy: Social Landscapes and Political Dynamics in Southern Veracruz, Mexico (AC 750-900). University of New Mexico Faculty and Student Presentation, March 3.

2005 “New Light on Old Chaco Canyon” Lecture to the Society of Active Retirees, Wayne State University, Oakland Campus, October

2005 “Opening Archaeology: Impact of Repatriation on Method and Theory” Paper presented at the Society for Applied Anthropology Meetings, Plenary Session (organizer), *The Impact of Repatriation on Anthropological Methods and Theory*. Santa Fe, New Mexico, April.

2004 “Building Bridges: Repatriation and Its Impact on the Field of Anthropology” A public presentation at the School of American Research, following a Planning Seminar at the School for a Plenary Session at the SfAA Annual Meetings (April 2005), August 5-9.

2004 “The Cave Valley Mummies: NMAI Repatriation Case” General Session on North American Archaeology, Society for American Archaeology, Montreal, April.

2004 “Repatriation Memoirs: Eight Years of Policy and Practice at the National Museum of Natural History” Lecture to the Society of Active Retirees, Wayne State University, March.

2003 “Proposal for Implementing Geophysical Prospection Techniques in the Gulf Coast Lowlands, Veracruz, Mexico,” NPS Workshop for Geophysical Techniques, Collinsville (Cahokia), Illinois, May

2003 “The Mummies of Cave Valley, Chihuahua, Mexico: A Case Study in International Repatriation” Humanities Center Group on Colonial Interaction: Across the Atlantic/Europe and the New World, Humanities Center, Wayne State University, April

2003 “Architecture of Power: Late Classic Long Plaza Groups of Southern Veracruz, Mexico” Brown Bag Colloquium Series, Department of Anthropology, University of Michigan, March

2003 “New Perspectives on the Olmec” Lecture to the Society of Active Retirees, Wayne State University, February.

2002 “Returning Native American Human Remains: Science, Ethics and Cultural Responsibilities” Brown Bag Colloquium Series, Humanities Center, Wayne State University, October

2002 “GPS, Spatial Archaeology and Human Settlement Patterns in Southern Veracruz, Mexico” Talk to the Institute for Information Technology and Culture Seminar, March

2001 “Ishi Update: A Californian Native American in Context” Remarks to attendees of the Ishi Memorial and Celebration, Mt. Lassen National Park, California, September.

2000 “Edward Nelson’s Work in Norton Sound and the Ethnographic Collections at the Smithsonian” Presentation to the Elders Conference on Repatriation, August, Unalakleet, Norton Sound, Alaska, September.

1999 “The return of Ishi to California” Presentation to Curatorial and Collections Management Staff at the National Museum of the American Indian, August, Washington, DC

2000 “Repatriation to Exhibition: A long-term Partnership with the Cheyenne at the National Museum of Natural History” Presentation to the Washington Area Professional Anthropologists, January Meeting, Sumner School, Washington, DC

1999 “Keynote Presentation for Minnesota Archaeology Week: Recent Advances in Gulf Coast Archaeology” Elden Johnson Memorial Lecture, University of Minnesota, May

1999 “Hueyapan Archaeology” Presentation to staff and students at the Lake Itasca University of Minnesota Anthropology Department Retreat, May

1999 “In the Land Between Laguna de los Cerros and Tres Zapotes: Archaeological Survey Along the Middle Course of the Rio San Juan and the Tuxtlas Foothills, Veracruz, Mexico” Paper presented in a General Symposium on Mesoamerican Archaeology, Annual Meeting of the Society for American Archaeology, Chicago, Illinois, April.

1999 “Hueyapan Archaeology and the Olmec Legacy in Southern Mexico” Presentation for the *Sin Fronteras* Conference, Smithsonian Institution, March.

1999 “Repatriation and International Cultural Property Issues” Presentation in *Who Owns Culture? A Symposium on Issues in International Cultural Property*, Journalism Department, Columbia University, March.

1999 “What Happened to the Olmec: Recent Archaeological Research on Mexico’s Southern Gulf Coast” Presentation at the Mexican Cultural Institute, Washington, DC, March.

1998 “Repatriation and Cultural Property” *Art, Antiquity and the Law*, A Conference at Rutgers University, October.

1998 “Factors Influencing a Model of Formative Subsistence on the Gulf Coast” 1998 Northeast Mesoamericanist Conference, University of Mass., Boston Harbor Campus, November.

1997 “Four Lectures for the Oasis Center: A History of Mesoamerican Agriculture, Maya Cities, Carving Olmec Monuments, and Pawnee and Steed Kisker: A Case study in Repatriation at NMNH” Oasis/IONA Nonprofit, Senior Services Organization funded by DC Office for Aging, Sept. 22, Oct. 20, Nov. 12, Dec. 4.

1997 “Cultural Affiliation and Kennewick Man: A Case Study in Repatriation” Topics in Museums Studies, Department of Anthropology, George Washington University, October 21.

1997 “Maya Warfare” Invited Lecture in the Latin American Studies Series, Department of Sociology and Anthropology, St Mary’s College of Maryland, October 8.

1997 South Gulf Coast Archaeology Planning Conference, presentation on the Olmec Piedmont Survey, Hueyapan de Ocampo, Veracruz, Mexico. Conference organized by Richard Diehl, University of Alabama, through FAMSI, Birmingham, September 20-26.

1997 “Maya Cities” El Peten Study Tour with Professor William Roberts, St. Mary’s College of Maryland, December 11.

1996 “Of Basalt and Maize: The Olmec Political Economy” The Smithsonian Associates Lecture Series entitled *Olmec Civilization*, #2. Washington, DC, July 16.

1996 “NAGPRA Summit Presentation: Smithsonian Repatriation Policies and Accomplishments” at the National Congress of American Indians Mid-Year Conference in Tulsa, Oklahoma, June 23.

1996 “Steed Kisker Archaeology and Prehistoric Plains Cultural Affiliation: Case Example of a Repatriation Dispute” Archaeological Method and Theory Class, George Washington University, March 21.

1995 “Problems in Repatriation” Museum Studies Class with Professor Robert Humphrey, George Washington University, November 15.

1995 “Olmec Roots of the Ancient Maya: A Critical Review” The Smithsonian Associates Lecture Series entitled *The Mysterious Maya*, #3. Washington, DC, October 26.

1995 “Mille Lacs Repatriation Conference: Smithsonian Repatriation in the Great Lakes Region” Mille Lacs Museum, Mille Lacs Indian Reservation, MN. September 5.

1995 “The Archaeological Evidence for Central Plains Cultural Affiliation and the Steed-Kisker Case” Presentation before the National Review Board, National Museum of the American Indian Act and the Pawnee Tribe of Oklahoma, Denver, CO, September 7.

1995 “Formative Period Mesoamerica” The Smithsonian Associates Lecture Series entitled *The Archaeology of Mesoamerica and the Andes*, #1. Washington, DC, July 13.

1995 “Basalt Monument Production at Laguna de los Cerros, Veracruz, Mexico” in Re-examining Theoretical and Methodological Approaches to Production and Specialization: Where Do We Go From Here? a symposium at the Annual Meetings of the Society of the Society for American Archaeology, Minneapolis, MN, May 4.

1994 “Dynastic History, Warfare, and Settlement in the Petexbatun Region, Peten, Guatemala” in Settlement Pattern Studies in the Southern Maya Lowlands, a symposium at the Annual Meetings of the American Anthropological Association, Atlanta, December.

1994 “The Untold Story of the Piedmont Olmec: A New Look at Laguna de los Cerros, Veracruz, Mexico” Invited Lecture for the Pre-Columbian Society of Washington, Bethesda, Maryland, November 4.

1994 “Ethnoarchaeological Perspectives on Farming in Lowland Mesoamerica” Pre-Columbian Studies Talk at Dumbarton Oaks, Washington, DC, February 24.

1992 “Reinventing the Olmec: Formative Period Archaeology on Mexico’s Gulf Coast” Illustrated Lecture at the Department of Anthropology, University of Illinois, Chicago, February 28.

1993 “Inside the Repatriation Program at the National Museum of Natural History” Dinner Address for the Director’s Circle at the Associate’s Court, NMNH, SI, Washington, DC, November 10.

1993 "Repatriation Documentation and Native Collaboration" Presentation for the Keepers of the Treasures (Alaska), Annual Meeting, Anchorage, September 17.

1993 "Ancient Settlement Dispersal and Urban Agriculture in Lowland Mesoamerica" Illustrated Lecture at the Department of Anthropology, University of Massachusetts, Boston, May.

1993 "Repatriation Policy at the National Museum of Natural History" Presentation for the Keepers of the Treasures, National Annual Meetings, Warm Springs, Oregon, May.

1993 "Mesoamerican Bouillabaisse: Another Recipe for Complexity," Mesoamerican Lecture Series at the National Museum of Natural History, Smithsonian Institution, November 18.

1993 "Documentation Methods and Database Management: The Response to Repatriation" panel discussion organized by Jonathan Haas, NAGPRA Review Committee Member and Director of Research Programs Field Museum, Chicago, American Association of Museums Annual Meeting, Fort Worth Texas, May.

1993 "A Question of Scale: Household, Community, and Ethnoarchaeological Research in Mesoamerica" paper for The Ethnoarchaeology of Settlement Patterns: Agricultural Societies, a symposium at the Annual Meetings of the Society of the Society for American Archaeology, St. Louis, April 12-14.

1992 "The Larsen Bay Repatriation and Kodiak Island Prehistory" symposium co-organized with T. L. Bray for the Annual Meetings of the American Anthropological Association, San Francisco, CA, December 2-6.

1992 "City Gardens or Garden Cities?: A Look at Agriculture and Urbanism in Mesoamerica's Tropical Lowlands," a Talk to the Northern Virginia Chapter of the Archaeological Society of Virginia, Fairfax VA, October 8.

1992 "Federal Repatriation Legislation and its Impact on Archaeology in Virginia" Invited Address for the Annual Meetings of the Archaeological Society of Virginia, Manassas, VA, October 3.

1992 Organizer, symposium entitled Land Use, Tenure, and Boundary Maintenance: Issues of Archaeological Method and Theory at the 57th Annual Meetings of the Society for American Archaeology, April 12.

1992 "Land Use, Land Holding, and War Among the Late Classic Maya: A Study of Prehistoric Wall Systems on the Petexbatun Escarpment, Peten, Guatemala," Paper presented in a symposium entitled Land Use, Tenure, and Boundary Maintenance: Issues of Archaeological Method and Theory at the 57th Annual Meetings of the Society for American Archaeology, April 12.

1992 "Earthly Matters: Land, Water, and People in Pre-Columbian America" Round Table Participant, Dumbarton Oaks, Wash., DC, March 21-22.

1992 "Farming, Walls, and Warfare: Prehistoric Agriculture and Settlement in the Maya Lowlands," a Talk for the Americanist Seminar Series in the Department of Anthropology, National Museum of Natural History, Smithsonian Institution, March 3.

1992 "Repatriation Legislation and the Archaeology of Virginia," a Talk to the Northern Virginia Chapter of the Virginia Archaeological Society, February 13.

1991 "Repatriation at the Smithsonian," a Poster at the Annual Meetings of the American Anthropological Association, Chicago, November.

- 1991 "Broken Heartland of Cities: Preliminary Report on the Petexbatun Inter-site Archaeology Survey, Peten, Guatemala", Paper Presented at the 47th International Congress of Americanists, New Orleans, July 15.
- 1991 "Habriendo el corazon de ciudades: Informe preliminar del recorrido intersitio arqueologico del Petexbatun, Peten, Guatemala", Paper presented at the 5th Simposio de Arqueologia Guatemalteca, Guatemala City, Guatemala, July 11.
- 1990a, b, and c "Subsistence, Ceramics and Society in Formative Mesoamerica" Invited Lectures at the State University of New York, Albany, New York; New York University, New York; and The American Museum of Natural History, New York, spring.
- 1989 Organizer, symposium entitled Production Systems at Prehistoric Matacapan, Veracruz, Mexico, Annual Meetings of the American Anthropological Association, November 19, Washington, DC.
- 1989 "Land Use and Settlement at Formative Period Matacapan" Paper presented at the symposium entitled Production Systems at Prehistoric Matacapan, Veracruz, Mexico, at the Annual Meetings of the American Anthropological Association, November 19, Washington, DC.
- 1989 "Prehistoric Gulf Coast Food Production Systems: Issues of Method and Theory" Paper delivered at the 1989 Northeast Mesoamericanist Meetings on Gulf Coast Archaeology, held October 28-29, at Boston University.
- 1988 "Residential Patterns at Middle Classic Matacapan," Paper presented at the Chac Mool Conference, University of Calgary, Calgary, Alberta, Canada.
- 1988 "On Tecomates and Bell-Shaped Storage Cists: A Contribution to the Explanation of Subsistence Organization and Domestic Technology in Formative Mesoamerica," with P. A. McAnany. Paper presented at a symposium entitled The Economics of Storage: Developing an Interpretive Framework for Archaeology, 53rd Annual SAA Meetings, Phoenix.
- 1988 "Refuse and Residential Patterns at Ancient Sayil, Yucatan Mexico". Lecture delivered to the Central Ohio Valley Archaeological Society, Cincinnati Natural History Museum.
- 1987 "Solar, Jardin, y Milpa: La Significacion Arqueologica de Produccion Agricola entre los Campesinos de la Sierra de los Tuxtlas, Veracruz, Mexico". Paper presented a conference entitled Balance y Perspectiva de la Antropologia en Veracruz, Encuentro I, Jalapa, Veracruz, Mexico.
- 1987 "On Modern Peasant Agricultural Systems and the Archaeological Record". Paper presented at a symposium entitled New Perspectives in Economic Anthropology, 86th Annual AAA Meetings, Chicago.
- 1987 "Plants, People and Space: Ethnoarchaeology and Tropical Farming on the Gulf Coast of Mesoamerica". Lecture delivered to the Greater Cincinnati Anthropological Society and the Latin American Studies Program at the University of Cincinnati.
- 1987 "An Archaeological Perspective on Formative, Classic, and Modern Farming on the Gulf Coast of Mesoamerica". Lecture delivered at the School of American Research, Santa Fe, New Mexico.
- 1987 Organizer, The Gardens of Prehistory: A Look at Cultivation Near the Residence from the Perspective of the Archaeologist, symposium organized for the 52nd Annual SAA Meetings, Toronto, Canada.

1987 "The Use of Space around the Residence by Ancient Farmers on the Gulf Coast: Recent Research from the Site of Matacapan, Veracruz, Mexico". Paper presented in a symposium entitled The Gardens of Prehistory: A Look at Cultivation Near the Residence from the Perspective of the Archaeologist, 52nd Annual SAA Meetings, Toronto, Canada.

1987 "Solar, Jardin, y Milpa: The Archaeological Implications of Campesino Agriculture in the Sierra de los Tuxtlas, Veracruz, Mexico". Ruth B. Kennedy Memorial Lecture for outstanding dissertation in Anthropology, Maxwell Museum of Anthropology, University of New Mexico.

1986 "Residential Site Structure: A Comparison of Ethnographic, Ethnohistoric, and Archaeological Data". Lecture delivered at the School of American Research, Santa Fe, New Mexico.

1986 "Ethnohistoric Sources and Tropical Gardening in the New World". Lecture delivered to the Fellows and Staff of the Newberry, Library, Chicago.

1985 "Kitchen Gardening as an Indicator of Agricultural Intensification: Houselot Data from the Sierra de los Tuxtlas". Paper presented at a symposium entitled Political and Domestic Economy, at the 84th Annual AAA Meetings, Washington, D.C..

1985 "Agricultural Practices and Houselot Organization in the Sierra de los Tuxtlas: Building a Foundation for Archaeological Inference". Paper presented at the General Session on Recent Latin American Research, 50th Annual SAA Meetings, Denver.

I. Radio Interviews about Detroit Research

- WJR – Paul W. Smith Interview on Corktown Archaeology Survey for Destination 313 (Winter 2010)
 - WDET – Craig Fahle Show Interview on Corktown Archaeology at the Workers Row House (Fall 2009)
 - WJR – Early morning coverage for a Weekend News Feature (Winter 2007)
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SERVICE

1. Administrative Appointments while at Wayne State

- **Interim Chair**, Department of Anthropology, January, 2012- July 31, 2015
- **Chair**, Department of Anthropology, August 17, 2001- December 31, 2006
- **Acting Director**, Grosscup Museum of Anthropology, Winter-Summer, 2010

2. Administrative Appointments at Other University/Institution Before Last Five Years

- Program Director, Senior Archaeologist, Repatriation Office, National Museum of Natural History, Smithsonian Institution, Washington, D.C. 1993-2000
- Councilor, Senate of Scientists, National Museum of Natural History, 1996-1999
- Central Committee, American Indian Council, Smithsonian Institution, Washington D.C. 1994-1998

3. Committee Assignments

University Committee Membership

- Academic Senate 2018-2021
- Wayne State Campus Crisis Committee, Active Shooter Task Force, appointed by President Wilson; Committee Chaired by Dean Matt Seeger Dean Fine, Performing and Communication Arts, n, 2015-2016
- WSU Humanities Center Board Member 2012-2014
- Spokesperson and Research/Outreach Coordinator of Repatriations for the University, CLAS and Department of Anthropology (*Chippewa, Odawa and Potawatomi consultations, returns and ceremonial participation, William Johnson, Zeibiwing Museum Mt Pleasant, Michigan, NAGPRA tribal coordinator*) 2013-present.
- Academic Senate (elected), 2007-2009
- Academic Senate Sub-Committee on Budget 2008-2009
- Academic Senate Sub-Committee on Information Technology and Infrastructure, 2007-2008

College Committee Membership

- Faculty Council (2018-2021)
- Internal Reviewer, **Department of Geology Academic Review**, Fall and Winter 2018
- Internal Search Committee Chair, Economics, Committee Chair, Winter, 2014
- CLA/CLAS Faculty Council 2003-2007, President 2003-2004, Council member 2012-2014
- Search Panel for the CLAS Personnel Manager, Winter 2006
- Criminal Justice Department Chair Search, fall 2002-winter 2003

Department Committee Membership

- Personell Committee Chair Fall semester 2017-present
- Undergraduate Committee Member 2007-present

- Museum Committee Member 2001-present
- Personnel Committee Member 2001-present
- Interim Chair of the Undergraduate Committee and Coordinator of the Learning Community in Anthropology, Winter 2016
- Chair of the Medical Search, Fall 2015/Winter 2016
- Tenure and Promotion Committee (Allen Batteau evaluation for Full Professor), Fall 2015/Winter 2016
- Founded the Learning Community in Anthropology (Fall 2010-2012, co directed with Sherylyn Briller 2012), funded by the Dean of Students Office (\$9200-\$23,000)
- Faculty Search Committees
 - Anthropology Search, Fall and Winter, 2001-2002
 - Medical Anthropology Search, Fall and Winter, 2001-2002
 - Cultural/Middle Eastern Search, Fall and Winter 2002-2003
 - Cultural/Business Search, Fall and Winter 2003-2004, Fall and Winter 2010-2011
 - Medical Search, Fall 2006
 - Medical Search, Chair, 2008-2009
 - Archaeology Search 2010-2011
 - Medical Anthropology Search, 2015-2016

Other Committees

- Interim Undergrad Advisor and Learning Community Coordinator, Winter 2016
- Museum Space Committee Member, Summer 2015-present
- Undergraduate Advisor/Officer (2007-2011), Faculty Advisor to the Undergraduate Anthropology Society (Winter 2010), and Anthropology Learning Committee Coordinator (2010-2011)
- Museum Committee (Interim Chair and Museum Director, 2010), Department of Anthropology, Fall 2002-present
- Promotion and Tenure Committee, Department of Anthropology, Fall 2007-present
- Personnel and Salary Committee (Chair), Department of Anthropology, Fall 2007-present
- Undergraduate Committee, Advisor and Chair, Department of Anthropology, Fall 2008-present
- Faculty Retreat (Strategic Planning, Chair), March 2002
- Faculty Retreat (Academic Review, Chair), March 2003
- Faculty Retreat (Doctoral Enhancement Proposal, Chair), March 2004
- Faculty Retreat (Curriculum, Chair), March 2005

- Faculty Retreat (Mixed Issues, Chair), March 2006

4. Professional Consultations

Consultations (unpaid)

- Advisor to the Detroit Chapter of the Michigan Archaeological Society Winter (2018-present)
- Advisor to the Workers Row House Cultural Center, Corktown, Detroit, MI (2006-present)
- Advisor to the Historic Fort Wayne Coalition, Detroit, MI (2014-present)

Public Presentations as an Expert in Discipline

- Art, Antiquity and the Law, Conference at Rutgers University, October, 1998
- Who Owns Culture? National Journalism Program, Columbia University, March 1999

Testimony before Public Bodies

- California State Legislature, Budget Committee Testimony on the Ishi Repatriation Case for the Secretary of the Smithsonian Institution, March 2000

Community Outreach and Research Collaboration in Detroit/Michigan

- Collaborator (representing WSU), with the Detroit Historical Museum (City of Detroit) and the Notawassipi Huron Band of Potawattomi (Fulton, Michigan) on planning and fund raising for a non-invasive survey of the Old Ft. Wayne Parade Ground, Detroit, MI, 2014-2015
- Designer and Curator of Wayne State University Museum of Anthropology exhibit (Corktown Archaeology: Past, Present and Future) in the ground floor lobby of the Colman E. Young Municipal Building, Detroit, Michigan; Opening April 2011
- Presentations (Corktown Archaeology) to the Residents Council of Corktown, January, February and March, 2009
- Corktown Archaeology, Detroit—partner with the Greater Corktown Development Corporation (GCDC) 2006-present.
- Fieldwork at the Workers Row House (WRH, Corktown) with students and faculty from Wayne State; University of Michigan (Ann Arbor and Flint); Cass Technical High School, Detroit; the Friends School (Detroit primary and secondary school), 2006-

present (Interpretive Pocket Park with Members of the Undergraduate Anthropology Society Fall 2010 and Winter 2011).

- Presentations on WRH research to the Society for Active Retirees (WSU); for classes in the Department of Anthropology, University of Windsor, Oakland Community College Anthropology classes, the Friends School, and the Cesar Chavez Academy grammar and high schools, 2006-present.
- Greater Corktown Development Corporation (GCDC) Museum Advisory Board (2006-present).
- Archaeological Demonstration Days at the WRH for Annual House Tours of the GCDC, 2006, 2007, 2008, 2010 2011.
- Planning Committee for Corktown Archaeology exhibit at the Detroit Historical Society (2010).

5. Consulting to Public Agencies, Foundations, Professional Associations

Repatriation to the Salinas National Monument, National Park Service and the Smithsonian Institution, February –April, 2001
Repatriation to Casas Grandes Region, Chihuahua, Mexico, Instituto Nacional de Antropologia e Historia and the Smithsonian Institution, May-July, 2001

6. Detroit Area/Organization Service Consultation

International Visitors Council of Metropolitan Detroit 2003 - Present
Maltese Citizens Organization 2007, 2009

7. Native American Consultation and Repatriation Negotiation

Wayne State University representative to 5 Michigan Federally Recognized Tribes for repatriation, 2014-present; ongoing:
Wyandote (MI/OK consultation)

Smithsonian Institution (*partial listing*)

Mt. Pima, Chihuahua Mexico, 2001
Hupa Repatriation Delegation, 2000
Pawnee Repatriation Delegation, 2000
Arikara Repatriation Delegation, 2000
Shishmaref, AK, 2000
Unalakleet #2, AK 2000
Salinas #2, Albuquerque, NM, 2000
Grande Ronde/Siletz, OR, 2000
St. Lawrence Island, Alaska, 2000
Unalakleet, Alaska, 2000
Redding Rancheria and Pit River Delegations, 2000
San Ildefonso, 1999
Salinas Monument Consultation (Acoma, Isleta, Hopi,

Jemez, Kiowa, Taos, Ysleta del Sur, Zuni) 1999
 Northern California Consultation (Maidu, Wintu, Yana,
 “Unrecognized Groups”) 1999
 Wounded Knee Consultation (Cheyenne River Sioux Tribe)
 1998
 Ponca Repatriation Delegation 1998
 Oglala Repatriation Delegation, 1998
 Assiniboine Repatriation Delegation, 1998
 Northwest Tribal Workshop (Coleville Confederated Tribes,
 Nez Perce, Umatilla, Wanapum, Warm Springs and Yakama
 1997
 Pomo Repatriation Consortium, 1997
 Creek Tribe of Oklahoma, 1997
 Cheyenne and Arapaho tribe of Oklahoma, 1996
 Acoma Pueblo, 1996
 St. Lawrence Island, Alaska, Tribal Councils, 1996
 Yakama, Warm Spings, Coleville, Umatilla, and Nez Perce
 Tribal Councils, 1996
 Cheyenne River Sioux Tribe, South Dakota 1995
 Pawnee Tribe, Oklahoma 1995
 Hopi Pueblo, Arizona 1995
 Palm Springs Consultation and Workshop with Tribes from
 California, Arizona and Nevada, 1995
 Bering Straits Native Corporation, Alaska 1994
 Cook Inlet Native Corporation, Alaska 1994
 Tanana Chiefs Conference, Alaska 1994
 Arapaho Traditional Leadership, Groups from Oklahoma and
 Wyoming 1994
 Tlingit and Haida Council and Sealaska Foundation 1994
 Cheyenne and Arapaho Tribes of Oklahoma, Tribal Council
 and Traditional Leadership 1993
 Northern Cheyenne Tribe, Montana, Tribal Council and
 Traditional Leadership, 1993
 Chugach Native Corporation, Alaska, 1993
 Inupiat Language, Culture, and History Commission, Point
 Barrow, Alaska, 1993
 Pawnee Tribal Council, Oklahoma, 1992
 Cheyenne and Arapaho Tribes of Oklahoma, Tribal Council
 and Traditional Leadership 1992

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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 Historic District Commission & Design Review Board
 Specific Category/Vacancy on Board _____
 Name Patricia A. Lang Phone 248-540-0991
 Residential Address 1023 Floyd St Email pal.family.friends@gmail.com
 Residential City, Zip Birmingham 35209 Length of Residence 34 years
 Business Address _____ Occupation Retired
 Business City, Zip _____

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

I have been on the HDSC for many years and would like to become more involved in historical preservation of the city

List your related employment experience TOUR 2, 100 year old homes, One here & one in Harbor Springs

List your related community activities Community house & Historic District Study Committee

List your related educational experience M.Ed +

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

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

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

Signature of Applicant Patricia A. Lang Date 11-11-18



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Historic District Commission / Design Review Bd
 Specific Category/Vacancy on Board vacancy

Name Yigi Debbrecht Phone 248-882-9906
 Residential Address 564 Frank St Email yigidebbrecht@yahoo.com
 Residential City, Zip Birmingham 48009 Length of Residence 35 years
 Business Address 275 P. Old Woodward Occupation Realtor
 Business City, Zip Birmingham 48029

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied Previous owner of King Argus house which we remodelled, have listed, sold and advised many buyers & sellers of older & designated homes

List your related employment experience Area Real Estate Sales including many designated homes & other older homes since 1984 in Birmingham as well as other municipalities

List your related community activities HDSC committee & current chairman; Community House Tour volunteer Chairman 5 years; CBRA director

List your related educational experience UW-Madison graduate BS housing & design; Oakland County seminar on historic districts & houses

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

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

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

Y. Debbrecht
 Signature of Applicant

11/13/2018
 Date



Meets Requirements?	Yes	No
	<u>Will Attend</u>	Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Historic District Commission

Specific Category/Vacancy on Board Volunteer/Board member

Name Gregg Laviolette

Phone 248.802.2333

Residential Address 1323 Ruffner Ave

Email Gregg@srsdetroit.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 3.5 years

Business Address 1700 W. Maple Rd

Occupation Founder and President

Business City, Zip Troy, MI 48084

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
I have extensive experience in managing projects that deal with natural stone restoration and preservation. Many of these projects involved knowledge in using methods in historic preservation of natural stone. My skills in consulting and my experience in utilizing national standards can be easily applied to help make decisions that will benefit the Commission.

List your related employment experience Stone Restoration Services (www.srsdetroit.com); Atlas Concrete & Terrazzo (atlasconcretepolishing.com); IICRC/ANSI S210 Dimension Stone Maintenance & Restoration Standard.

IICRC Stone & Ceramic Flooring Inspector Technical Advisory Committee Member.

List your related community activities Active member of St Hugo of the Hills Church.

List your related educational experience Stone Forensics Consulting & Inspection Certificate.

Courses at the University of Ceramic Tile & Stone related to stone standards and preservation.

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

Gregg Laviolette
Signature of Applicant

11-16-18
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 cmuchicago@bhamgov.org or by fax to 248 530 1080

Updated 8/16/17

3A6



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

At the regular meeting of Monday, December 3, 2018, the Birmingham City Commission intends to appoint two (2) regular members to serve three-year terms to expire December 31, 2021. Applicants must be property owners and electors of the City of Birmingham.

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

Interested citizens may submit an application available at the Clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk’s office on or before noon on Wednesday, November 28, 2018. These documents will appear in the public agenda for the regular meeting at which time the City Commission will interview applicants and may make nominations and vote on appointments.

Board members are paid \$110 per diem.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
Elicia Katrib 1832 E. Lincoln	Applicants must be property owners and electors (registered voters) of the City of Birmingham. Property owner and elector
Cynthia Rose 1011 Clark	Property owner and elector

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

SUGGESTED RESOLUTION:

To appoint _____ to the Board of Review as a regular member to serve a three-year term to expire December 31, 2021.

To appoint _____ to the Board of Review as a regular member to serve a three-year term to expire December 31, 2021.



BOARD OF REVIEW

City Charter – Chapter III, Section 14

Terms: Three Years

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

Appointed by the City Commission

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

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Devereaux 1019 Rivenoak	Kathleen	(248) 840-5310 <i>kddevereaux@wowway.com</i>	2/22/2016	12/31/2019
Di Placido 726 Lakeside Dr.	Guy	(248) 644-1708	1/10/1994	12/31/2020
Feiste 1474 Maryland	Leland	(248) 644-3948 <i>lwfeiste@yahoo.com</i>	1/22/2001	12/31/2019
Katrib 1832 East Lincoln	Elicia	(248) 379-3577 <i>e.katrib@gmail.com</i>	2/22/2016	12/31/2018
Monahan 732 Chapin Ave.	Jason	(586) 243-5266 <i>jasonmonahan@gmail.com</i>	2/13/2017 alternate	12/31/2019

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Richey 1690 Stanley	Lester	(248) 644-7143 <i>lesrichey@yahoo.com</i>	2/9/2015	12/31/2020
Rose 1011 Clark	Cynthia	(248) 752-2667 <i>crose@cbwm.com</i>	3/2/2009	12/31/2018
Stress 784 Westchester Way	Jill	(586) 246-6700 <i>jill.stress@yahoo.com</i>	2/13/2017 alternate	12/31/2020



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

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest: Board of Review

Specific Category/Vacancy on Board: Regular Member

Name: Elicia Katrib

Phone: 248-379-3577

Residential Address: 1832 East Lincoln Street

Email: e.katrib@gmail.com

Residential City, Zip: Birmingham, MI 48009

Length of Residence: 10 years

Business Address: 1832 East Lincoln St.

Occupation: Attorney & Project Manager

Business City, Zip: Birmingham, MI 48009

Reason for Interest [Explain how your background and skills will enhance the board to which you have applied]: Project Management experience within government entity; Legal experience as an attorney practicing in Michigan; City Board experience as a member of the Birmingham Board of Review; Birmingham resident involved with neighborhood association;

List your related employment experience: Project Manager at US Army; Attorney at Law in Michigan;

List your related community activities: Board of Review member since 2016; Member of the Torry Community Association;

List your related educational experience: MS in Business Information Systems from Walsh College and JD from University of Detroit Mercy Law school;

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? No. If yes, please explain: N/A

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

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

/s/ E Katrib
Signature of Applicant

3C1

11/20/2018
Date



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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 BOARD OF REVIEW
Specific Category/Vacancy on Board REAPPOINTMENT

Name CYNTHIA ROSE Phone 248.644.8257 HOME
Residential Address 1011 CLARK STREET Email CROSE@CBWM.COM
Residential City, Zip BIRMINGHAM, 48009 Length of Residence 35 YEARS
Business Address 294 E. BROWN Occupation REALTOR
Business City, Zip BIRMINGHAM MI, 48009 COLDWELL BANKER WEIR MANUEL

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
I HAVE SERVED ON THIS BOARD OVER 10 YEARS
AND WOULD BE PLEASED TO SERVE AGAIN

List your related employment experience I AM AN ASSOCIATE BROKER AT
COLDWELL BANKER WEIR MANUEL WITH 25 YEARS EXPERIENCE.

List your related community activities REGULARLY ATTEND PARKS AND
RECREATION AND PUBLIC ARTS BOARD MEETINGS.

List your related educational experience MICHIGAN STATE UNIVERSITY

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

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

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

Signature of Applicant [Signature] 3C2 Date Nov. 26 2018

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: **Board of Review**

Year: **2016**

MEMBER NAME	2/2	3/8	3/14	3/15	3/16	3/21	7/19	12/13					Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS															
DEVEREAUX, KATHLEEN	P	P	P	P	P	P	A	NM					6	1	86%
DIPLACIDO, GUY	P	P	P	P	P	P	NM	P					7	0	100%
FEISTE, LELAND	P	P	P	P	P	P	NM	P					7	0	100%
KATRIB, ELICIA	P	P	P	P	P	A	NM	A					5	2	71%
RICHEY, LESTER	P	NM	P	P	P	P	P	NM					6	0	100%
ROSE, CYNTHIA	P	NM	P	P	P	P	P	NM					6	0	100%
Reserved															
Reserved															
ALTERNATES															
GOTTLIEB, HAROLD	na	na	na	na	na	na	P	NM					1	0	100%
STEINBERGER, MICHAEL	P	P	NM	NM	P	NM	NM	NM					3	0	100%
Reserved															
Reserved															
Members in attendance	7	5	6	6	7	5	3	2							

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


Theresa Kloba
Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: **Board of Review**

Year: **2017**

MEMBER NAME	2/14	2/23	3/7	3/13	3/14	3/16	3/21	7/18	12/12				Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS															
DEVEREAUX, KATHLEEN	P	NM	P	P	P	P	P	NM	P				7	0	100%
DIPLACIDO, GUY	P	NM	P	P	P	P	P	P					7	0	100%
FEISTE, LELAND	P	NM	P	P	P	P	P	P	P				8	0	100%
KATRIB, ELICIA	P	NM	A	P	P	A	P	A					4	3	57%
RICHEY, LESTER	P	NM	P	P	P	P	P	NM					6	0	100%
ROSE, CYNTHIA	P	NM	P	P	P	P	P	NM	p				7	0	100%
Reserved															
Reserved															
ALTERNATES															
MONAHAN, JASON	na	P	A	NM	NM	NM	NM	P	NM				2	1	67%
STRESS, JILL	na	P	P	P	P	P	P	NM	NM				6	0	100%
Reserved															
Reserved															
Members in attendance	6	2	6	7	7	6	7	3							

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

Terisa Klob
 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: **Board of Review**

Year: **2018**

MEMBER NAME	2/13	2/27	3/6	3/12	3/13	3/15	3/16	3/19	3/20	7/18	12/10		Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS															
DEVEREAUX, KATHLEEN	P	NM	P	P	P	P	P	NM	P	NM			7	0	100%
DIPLACIDO, GUY	P	NM	P	P	P	A	NM	A	NM	NM			4	2	67%
FEISTE, LELAND	P	NM	P	P	P	P	NM	P	NM	P			7	0	100%
KATRIB, ELICIA	P	NM	A	P	P	P	NM	P	NM	NM			5	1	83%
RICHEY, LESTER	P	NM	P	P	P	P	P	NM	P	P			8	0	100%
ROSE, CYNTHIA	P	NM	P	P	P	P	P	NM	P	P			8	0	100%
Reserved															
Reserved															
ALTERNATES															
MONAHAN, JASON	NM	A	NM	NM	NM	NM	NM	NM	NM	NM		*	0	1	0%
STRESS, JILL	NM	P	P	P	P	P	NM	P	NM	NM			6	0	100%
Reserved															
Reserved															
Members in attendance	6	1	6	7	7	6	3	3	3	3					

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


Department Head Signature

*Family emergency unable to attend training. Unable to participate on Board for 2018.



**NOTICE OF INTENTION TO APPOINT TO
BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY**

At the regular meeting of Monday, December 3, 2018 the Birmingham City Commission intends to appoint to the Birmingham Triangle District Corridor Improvement Authority one member who is a District resident for a four-year term to expire December 15, 2022, and one member who has an ownership or business interest in property located in the District to the Birmingham Triangle District Corridor Improvement Authority to serve the remainder of a four-year term expiring December 15, 2021.

Members shall be appointed by the Mayor, subject to approval by the City Commission.

Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.

The authority shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

Interested parties may recommend others or themselves for these positions by submitting a form available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, November 28, 2018. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Must have an ownership or business interest in property located in the Development Area
Curtis Hays 954 Chestnut	Resident of District
	Has ownership or business interest in property located in the Development Area

SUGGESTED ACTION:

To concur in the Mayor's appointment of _____ to the Corridor Improvement Authority as the resident member to serve a four-year term to expire December 15, 2022.

To concur in the Mayor's appointment of _____ to the Corridor Improvement Authority as a member with ownership or business interest in property located in the Development Area to serve the remainder of a four-year term to expire December 15, 2021.

BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY

Resolution # 11-363-08

The authority shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

The Authority shall be under the supervision and control of the Board. The Board shall consist of the Mayor, or his or her assignee, and six additional members. Members shall be appointed by the Mayor, subject to approval by the City Commission. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.

Members shall be appointed to serve for a term of four years.

Upon completion of its purposes, the Authority may be dissolved by the City Commission. The property and assets of the Authority, after dissolution and satisfaction of its obligations, shall revert to the City.

Last Name	First Name	Home Business Fax	E-Mail	Appointed	Term Expires
Baller 388 Greenwood Birmingham	Clinton 48009	(248) 703-8365	<i>cmballer@visa-master.com</i>	8/14/2017	12/15/2020 has an ownership or business interest in property located in the development area
Cantrick Jr. 774 Lakeside Birmingham	Kip 48009	248-540-3741 (248) 644-7622	<i>gcantrick@kipcantrickcompany.com</i>	1/28/2013	12/15/2020 has an ownership or business interest in property located in the development area OR a resident of the development area or of an area within 1/2 mile of any part of the development area
Cataldo 271 Chesterfield Birmingham	J.C. 48009	(248) 496-9096	<i>jccataldo4@gmail.com</i>	12/15/2008	12/15/2019 has an ownership or business interest in property located in the development area

Last Name	First Name	Home Business Fax	E-Mail	Appointed	Term Expires
Fuller	Edward	(248) 642-0024		12/15/2008	12/15/2019
255 Pierce St				has an ownership or business interest in property located in the development area	
Birmingham	48009	<i>ted@fullercentral park.com</i>			
Hays	Curtis	(248) 639-8709		12/15/2008	12/15/2018
954 Chestnut				DISTRICT RESIDENT (a resident of the development area or of an area within 1/2 mile of any part of the development area)	
Birmingham	48009	<i>chays77@gmail.com</i>			
Sherman	Stuart	(248) 645-1142			11/1/2019
1252 Stanley				City Commission member (appointed by Mayor)	
Birmingham	48009	<i>stuart.sherman@sbcglobal.net</i>			
VACANT					12/15/2021
					has an ownership or business interest in property located in the development area



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<input checked="" type="radio"/> 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 Triangle Corridor Improvement Authority

Specific Category/Vacancy on Board Reappointment

Name Curtis Hays

Phone 248-639-8709

Residential Address 954 Chestnut Street

Email chays77@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 14 years

Business Address 200 S Elm St Suite 200

Occupation Self Employed / Consultant

Business City, Zip Birmingham, MI 48009

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied I've been a member of the authority since it was originally created, I'm the only member on the board that is a resident. I've lived and worked on the east side of Woodward for almost 15 years now and would like to be an advocate to make sure the development of the area is in the best interest of the residents.

List your related employment experience I've been a small business consultant for the community in the areas of IT and marketing, I'm very familiar with the community both residential and commercial.

List your related community activities In addition to serving on this board I've been involved in various non profit projects locally as well as a coach for tee-ball and softball for 4 years and have coached academics at Harlan.

List your related educational experience I attended the University of Illinois, I have 4 years of college with studdies in aviation, engineering, economics and psychology.

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

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

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

Curtis Hays
Signature of Applicant

3E1

11/27/2018

Date

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: **Birmingham Triangle District Corridor Improvement Authority** Year: **2014**

MEMBER NAME	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																
Kip Cantrick Jr.	**	NM	NM	NM	A	NM	NM	NM	NM	NM	P	NM		1	1	50%
J.C. Cataldo	P	NM	NM	NM	P	NM	NM	NM	NM	NM	P	NM		3	0	100%
Edward Fuller	**	NM	NM	NM	A	NM	NM	NM	NM	NM	P	NM		1	1	50%
Curtis Hays	P	NM	NM	NM	P	NM	NM	NM	NM	NM	P	NM		3	0	100%
Victor Saroki	P	NM	NM	NM	A	NM	NM	NM	NM	NM	P	NM		2	1	67%
Stuart Sherman	P	NM	NM	NM	P	NM	NM	NM	NM	NM	P	NM		3	0	100%
Robert Ziegelman	A	NM	NM	NM	P	NM	NM	NM	NM	NM	P	NM		2	1	67%
ALTERNATES																
Member 1	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	0	#DIV/0!
Member 2														0	0	#DIV/0!
Members in attendance	4	0	0	0	4	0	0	0	0	0	7	0				

KEY: A = Absent
P = Present
NM = No Meeting
** =



Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: **Birmingham Triangle District Corridor Improvement Authority** Year: **2015**

MEMBER NAME	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																
Kip Cantrick Jr.	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		1	0	100%
J.C. Cataldo	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		1	0	100%
Edward Fuller	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		1	0	100%
Curtis Hays	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		1	0	100%
Victor Saroki	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		1	0	100%
Stuart Sherman	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		1	0	100%
Robert Ziegelman	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	1	0%
ALTERNATES																
Member 1	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	0	#DIV/0!
Member 2	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	0	#DIV/0!
Members in attendance	6	0	0	0	0	0	0	0	0	0	0	0				

KEY: A = Absent
P = Present
NM = No Meeting



Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: **Birmingham Triangle District Corridor Improvement Authority** Year: **2016**

MEMBER NAME	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																
Kip Cantrick Jr.	NM	NM	NM	NM	NM	A	NM	NM	NM	P	NM	NM		1	1	50%
J.C. Cataldo	NM	NM	NM	NM	NM	P	NM	NM	NM	P	NM	NM		2	0	100%
Edward Fuller	NM	NM	NM	NM	NM	P	NM	NM	NM	P	NM	NM		2	0	100%
Curtis Hays	NM	NM	NM	NM	NM	P	NM	NM	NM	P	NM	NM		2	0	100%
Victor Saroki	NM	NM	NM	NM	NM	A	NM	NM	NM	P	NM	NM		1	1	50%
Stuart Sherman	NM	NM	NM	NM	NM	P	NM	NM	NM	P	NM	NM		2	0	100%
Robert Ziegelman	NM	NM	NM	NM	NM	P	NM	NM	NM	P	NM	NM		2	0	100%
ALTERNATES																
Member 1	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	0	#DIV/0!
Member 2	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	0	#DIV/0!
Members in attendance	0	0	0	0	0	5	0	0	0	7	0	0				

**KEY: A = Absent
P = Present
NM = No Meeting**



Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee:

Birmingham Triangle District Corridor Improvement Authority

Year: **2017**

MEMBER NAME	1/20	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec		Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS																
Kip Cantrick Jr.	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	0	#DIV/0!
J.C. Cataldo	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	1	0%
Edward Fuller	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	1	0%
Curtis Hays	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	0	#DIV/0!
Vacancy	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	0	#DIV/0!
Stuart Sherman	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	0	#DIV/0!
Robert Ziegelman	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		0	0	#DIV/0!
ALTERNATES																
Member 1														0	0	#DIV/0!
Member 2														0	0	#DIV/0!
Members in attendance	0	0	0	0	0	0	0	0	0	0	0	0				

KEY: A = Absent
P = Present
NM = No Meeting



Department Head Signature

BIRMINGHAM CITY COMMISSION MINUTES
NOVEMBER 19, 2018
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Patty Bordman called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present: Mayor Bordman
Mayor Pro Tem Boutros
Commissioner DeWeese
Commissioner Harris
Commissioner Hoff
Commissioner Nickita
Commissioner Sherman
Absent: none

Administration: City Manager Valentine, City Attorney Currier, Senior Planner Baka, IT Director Brunk, Police Chief Clemence, Planning Director Ecker, DPS Manager Filipski, Finance Director Gerber, Police Commander Grewe, City Engineer O'Meara, City Clerk Mynsberge, BSD Executive Director Tighe, DPS Director Wood

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

11-307-18 ANNOUNCEMENTS

- City Offices will be closed on Thursday and Friday, November 22nd and 23rd, for the Thanksgiving holiday.
- Winter Markt will be in Shain Park from November 30th through December 2nd. The park will be illuminated with booths featuring traditional holiday crafts and decorations, art from local artisans, home décor and live entertainment. The Santa House will be open for visits from children and patrons can enjoy free horse-drawn carriage rides. For more information: AllinBirmingham.com

11-308-18 APPOINTMENTS TO THE HISTORIC DISTRICT COMMISSION

The City Commission interviewed Connae Pisani. None of the other applicants were present. The City Commission was in favor of postponing the appointments.

Commissioner Hoff asked if residents are able to serve on both the HDSC and the HDC.

City Manager Valentine answered that because the HDSC is a standing committee a resident may only serve on one of the committees in question.

IV. 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.

11-309-18 APPROVAL OF CONSENT AGENDA

The following items were removed from the Consent Agenda:

- Commissioner Harris: Item F, Amendment to Tennis Facility Lease
- Commissioner Hoff: Noted she would abstain from voting on the approval of the minutes of the November 12th meeting because she was not present at the November 12th meeting.
- Commissioner Nickita: Item H, New Installation Date for Holiday Light Display on Merrill Street.
He also noted he would abstain would abstain from voting on the approval of the minutes of the November 12th meeting because he was not present at the November 12th meeting.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner DeWeese: To approve the Consent Agenda, noting the abstentions of Commissioners Hoff and Nickita from voting on Item A, and with Items F and H removed.

ROLL CALL VOTE: Ayes: Mayor Bordman
 Mayor Pro Tem Boutros
 Commissioner DeWeese
 Commissioner Harris
 Commissioner Hoff
 Commissioner Nickita
 Commissioner Sherman
 Nays: None

- A. Resolution approving the City Commission meeting minutes of November 12, 2018.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated November 14, 2018 in the amount of \$1,525,644.96.
- C. Resolution approving the purchase of one (1) new Terex XTPRO 56 from Terex Utilities, Inc. through the Sourcewell cooperative purchasing agreement #012418-TER in the amount of \$179,830 from account #641-441.006.971.0100.
- D. Resolution approving the purchase of one (1) John Deere XUV 835M Utility Vehicle from Bader and Sons Co. through the State of Michigan MiDeal cooperative purchasing contract #071B7700085 in the amount of \$22,867.26 from account #641-441.006.971.0100.
- E. Resolution approving the purchase of one (1) Curbtender "Pup" 6-yard refuse compactor and Isuzu NPR chassis from Bell Equipment Company through the HGAC cooperative purchasing contract #RH08-18 in the amount of \$99,632 from account #641-441.006.971.0100.
- G. Resolution approving the purchase and planting of ninety-eight (98) trees from KLM Landscape for the 2018 Woodward Tree Planting Project with cost share from MDOT in the amount of \$10,000 and Bloomfield Township in the amount of \$11,770 toward the

total project cost not to exceed \$28,815.00. Funds are available from the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000 in the amount of \$14,407.50 and the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 in the amount of \$14,407.50 for these services, to be reimbursed accordingly from the other jurisdictions. Further, authorizing the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of all required insurances.

- I. Resolution authorizing the mayor to sign the 2018 Program Year Community Development Block Grant (CDBG) Subrecipient Agreement on behalf of the City and approving the appropriations and amendment to the 2018-2019 CDBG Fund Budget.

11-310-18 AMENDMENT TO TENNIS FACILITY LEASE (ITEM F)

Commissioner Harris reported he met with City Attorney Currier and requested language be added to specify:

- That the City still maintains ownership of the facility even as the lessee makes updates to the facility; and,
- Indemnification from the lessee for any work or action that could emanate from the improvements.

MOTION: Motion by Commissioner Harris, seconded by Commissioner DeWeese:
To approve the Amendment to the Tennis Facility Lease with the Birmingham Racquet Club, with the additional language as stipulated by Commissioner Harris, authorizing a ten (10) year extension to the lease, ending September 30, 2033, in consideration of the Lessee making long-term improvements and maintenance of the tennis facility according to Attachment A. Further, authorizing the Mayor and Clerk to sign the agreement upon receipt of the required insurance.

Mr. Stassen, of the Birmingham Racquet Club, explained many of the planned improvements are either ongoing or impending, hence the desire to extend the lease now.

MOTION: Motion by Commissioner Harris, seconded by Commissioner DeWeese:
To amend the motion to add language making these improvements mandatory, specifying that the Lessee's failure to do so would constitute a breach under the First Amendment as well.

VOTE: Yeas, 7
 Nays, 0
 Absent, 0

VOTE ON MAIN MOTION AS AMENDED:

VOTE: Yeas, 7
 Nays, 0
 Absent, 0

11-311-18 NEW INSTALLATION DATE FOR HOLIDAY LIGHT DISPLAY ON MERRILL STREET (ITEM H)

BSD Executive Director Tighe stated this year's vendor will be using higher-quality lighting and more taut light installation techniques relative to last year's installation.

MOTION: Motion by Commissioner Nickita, seconded by Mayor Pro Tem Boutros:
To approve the closure of Merrill Street on Sunday, December 16, 2018 to install the Merrill Street Holiday lighting.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

V. UNFINISHED BUSINESS

None.

VI. NEW BUSINESS

11-312-18 QUARTON LAKE SUBDIVISION STREET PAVING PROJECT – CONTRACT #1-19(P)

Planning Director Ecker reviewed the staff report dated November 11, 2018 submitted to City Manager Valentine by her, Police Commander Grewe and City Engineer O'Meara.

Under discussion were the street widths at which N. Glenhurst Drive, from Raynale St. to Oak St.; Raynale St., from N. Glenhurst Dr. to Chesterfield Ave.; Brookwood lane from N. Glenhurst Dr. to Raynale St.; and Kenwood Ct. from N. Glenhurst Dr. to East End would be reconstructed in 2019.

Planning Director Ecker explained that Suggested Resolution D does not follow the City's residential street width standards but allows for some traffic calming without narrowing the road to 26'.

City Engineer O'Meara explained that the two three-way T-intersections in the neighborhood as set out in Suggested Resolution D would not be considered for bump-outs because it could complicate traffic and driveways.

Commissioner Nickita explained bump-outs at the three-way T-intersection of George and Pierce, as well as proposed bump-outs at a few three-way T-intersections along Eton, seem to be working well in the community.

City Engineer O'Meara conceded bump-outs for the three-way T-intersections in Suggested Resolution D could work if installed only on the east side.

Planning Director Ecker confirmed that the MMTB did not recommend narrowing Glenhurst and Raynale to 26' because of the streets' proximity to a school, the school bus traffic through the area, and the large number of residents that spoke out against the narrowing at an MMTB meeting.

Commissioner Sherman said:

- Instituting the City's residential street-width standards at Glenhurst and Raynale would result in a street-width reduction of approximately 20%.
- The institution of a 26'-wide street should be reconsidered if it would be a drastic change to the layout of the street in question. This could be added as one of the criteria for exceptions to the street-width policy.
- If the Commission is comfortable he would like to end discussion of reducing N. Glenhurst and Raynale to 26'. It is too substantial a modification and many residents have spoken out against it.

Commissioner Harris agreed with Commissioner Sherman that the degree of change in the width of a street should be included as a potential exclusion criteria for the City's residential

street-width policy. Commissioner Harris added that citizen input should also be considered as a potential exclusion criteria for the City's residential street-width policy.

Commissioner Hoff commented that this is the first attempt to apply the residential street-width policy. She agreed that the policy should be reviewed.

Mayor Bordman:

- Announced the Commission's agreement to remove Suggested Resolution A from consideration.
- Suggested that possible changes to the street-width policy be addressed later in the meeting.
- Noted no objections from the Commission or the public to re-paving Kenwood and Brookwood while leaving the widths as-is.

City Engineer O'Meara confirmed for resident Debbie Green that the Engineering Department is currently looking into ways to remedy flooding issues in the Kenwood Ct. cul-de-sac through their review of the storm sewer-system capacity.

MOTION: Motion by Commissioner Sherman , seconded by Commissioner DeWeese:

SUGGESTED RESOLUTION B:

To direct staff to install new concrete pavement on the following streets, in accordance with the recommendation of the Multi-Modal Transportation Board:

- Brookwood St. between N. Glenhurst Dr. and Raynale at twenty-four (24) feet wide (matching existing).
- Kenwood Ct. from N. Glenhurst Dr. to approximately 250 feet east at twenty-four (24) feet matching the existing and asphalt resurfacing the remaining newer portion of Kenwood Ct.

VOTE: Yeas, 7
 Nays, 0
 Absent, 0

Mayor Bordman explained the goals for the City's residential street-width policy. She asked how many residents would consider a 28' standard, a 30' standard, and a 32' standard with bump-outs. No residents said they would consider a 28' or 30' standard. About seven residents said they would consider a 32' standard with bump-outs.

Mayor Bordman asked for resident comments.

Diane Diangelo stated that school buses pass down the street frequently. She showed the Commissioners photos of safety vehicles navigating N. Glenhurst. Lastly, she requested a history of accidents on N. Glenhurst extending back more than three years prior, if such information was available.

Suzanne Laser said N. Glenhurst was originally considered the "outskirts" of Birmingham, and as such the focus on walkability in the area is not as important as it is for areas closer to downtown. She also asked for clarification on the proposed width changes for N. Glenhurst between Raynale and Redding and for Raynale between N. Glenhurst and Westwood.

Nicole McArdle said the Commissioners need to come view the area during school drop-off and pick-up times to best understand the residents' concerns.

Daniel Reddy endorsed other residents' statements. He added that bump-outs are dangerous for motorcyclists and that the Commission must aim to have the consent of the governed.

Robin O'Keefe explained bump-outs are unsafe for cyclists.

Debbie Green thanked the Commission for their consideration, and suggested that the new standards will not be as beneficial to the neighborhood as the current circumstances are.

Matthew McArdle, N. Glenhurst, outlined ways in which N. Glenhurst meets the exception criteria for the residential street-width policy, including proximity to the school, bus routes down N. Glenhurst, and the intensity of the parking demand on his end of the street. He added that his family chose to move to N. Glenhurst in part due to the width of the street.

Barbara Tronsky mentioned having sent photos to the Commission of the parking congestion in the area. She also expressed concerns about:

- People running over the bump-outs once they are obscured by snow.
- A house that is going to be demolished and rebuilt at Raynale and N. Glenhurst, which will lead to six to nine months of construction and traffic, further obstructing the intersection.

Amy Folberg, member of the MMTB, stated she was at the meeting solely on her own behalf. Ms. Folberg explained why she voted to keep the streets at their existing widths even though it went against City policy:

- Average speed on the street had been documented around 27 mph.
- In the standard look-back submitted to the MMTB there were no accidents reported.
- Evidence does not show a difference in safety between a street 28' wide and a street 30' wide. Given that, and the opposition to the narrowing of the street on the part of the residents, Ms. Folberg voted against narrowing the street.

Ms. Folberg echoed the need to revisit the City's residential street-width policy.

Rosemary Ricelli expressed dismay that the City is focusing on the streets in this neighborhood when there are unimproved streets in the Quarton Lake neighborhood that need to be addressed. She also asked how sewers are affected by the narrowing of a street.

Mayor Bordman explained that a number of Commissioners live on the unimproved streets in the Quarton Lake neighborhood, and that the commission has established an ad hoc committee to look further into the issues around those unimproved streets.

City Engineer O'Meara said one of main goals is to replace sewers regardless of street width and by City policy sewer laterals are replaced when such work is done regardless of the width of the street.

Leonard Ormond said many safety issues stem from the poor condition of the roads in the area.

Robin O'Keefe said school buses head down N. Glenhurst on school days at 7:35 a.m. eastbound and 3:40 p.m. westbound.

Commander Grewe told Mayor Bordman that in the last ten years there were three accidents on N. Glenhurst and one on Raynale. None of the accidents caused injuries.

City Engineer O'Meara explained:

- The areas selected for this project are based on being either improved or unimproved streets.
- The yellow streets are the only ones considered improved in the neighborhood. Those must be maintained at a cost the the City.
- There is a second phase of the project planned for the streets marked in green in this neighborhood, which are currently considered unimproved streets with cape seal and curbs. This phase would include water and sewer improvements and either cape seal or a special assessment to change the street width at that time.
- The bump-outs proposed in Suggested Resolution D are two feet wider than the bump-outs currently at the intersection of Oak and Glenhurst. The Oak and Glenhurst intersection was planned with the possibility of the street becoming 26', whereas the streets in Suggested Resolution D would have 24' of driving space.

Commissioner Hoff noted that bump-outs were proposed as one option. Bump-outs are usually used to calm traffic and to allow pedestrians to cross the street more easily. Residents in this neighborhood have not said either of these things are an issue. Residents seem to prefer keeping the streets as they are.

Commissioner Sherman agreed with Commissioner Hoff's observation regarding bump-outs. He continued:

- Cities generally want their collector streets to be wider than their neighborhood streets for the purposes of street design and safety. Birmingham currently has many neighborhood streets wider than its collector streets, which is what the Commission is attempting to remedy.
- The City's information is coming from traffic consultants and invariably they are correct in their recommendations. A lot of research and observation of results have gone into devising these standards.
- These streets need to be built for fifty years in the future, not just for today.

Commissioner Nickita concurred with Commissioner Sherman regarding narrowing neighborhood streets and the amount of research that goes into street design. He added:

- Bump-outs are worth considering because while traffic calming may not be a specific need now, it may be in fifty years.
- 30' streets here are also worth consideration, because every neighborhood needs to be evaluated as a unique area in addition to being part of the City.

Commissioner DeWeese said he would be comfortable with bump-outs less wide than proposed in Suggested Resolution D in order to narrow the street to 30' at those points.

Commissioner DeWeese moved Suggested Resolution D, with an amendment to make the bump-outs at 32' at Glenhurst, Rayle, and the affected area.

There was no second to the motion.

Mayor Pro Tem Boutros stated he was not comfortable with making an exception to the residential street-width standards tonight because it sets a bad precedent. He said he could be

in favor of allowing these streets to remain at 32', but the Commission would need to revisit the residential street- width policy. He also echoed previous Commissioners' comments regarding the research that went into devising the City's residential street-width standards.

Commissioner Harris said he saw no compelling reason for adding bump-outs, stating he agreed with Commissioner Hoff's observation. He continued that while the Commission has listened to experts and worked to craft the best policy possible, the current policy insufficiently values citizen input. He stated being uncomfortable with the policy for that reason from the beginning. He would not be in favor of anything other than leaving Raynale and Glenhurst at their current 32' widths.

Commissioner Hoff said she was opposed to bump-outs, and suggested that 30' with no bump-outs somewhat adheres to the residential street-width policy.

Commissioner Sherman agreed with Commissioner Hoff's suggestion. He explained:

- A change to 30' makes the neighborhood streets narrower than the collector streets, which is one of the City's goals.
- 30' would put the streets at the maximum width as set out in the residential street-width policy.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman: Resolution directing staff to install new concrete pavement on the following streets, in accordance with the City's Residential Street Width Policy as follows:

- Raynale St. between N. Glenhurst Dr. and Chesterfield Ave. at 30 feet wide, without bumpouts.
- N. Glenhurst Dr. between Oak Ave. and Raynale St. at 30 feet wide, without bumpouts.

Mr. and Mrs. Adelman reiterated Commander Grewe's findings of four accidents in the neighborhood in the last ten years. They continued that these changes are supposed to calm traffic, but there is no issue with traffic in the neighborhood. They opined that the Commission was addressing a problem that does not exist. They stated they do not want the street to be narrowed.

Robin O'Keefe said there seemed to be consensus on the part of a number of Commissioners that the previously untested residential street-width policy may be flawed, and yet the Commission is still trying to enforce decisions based on it. She also asked for evidence that a 30'-wide street is any safer than 32'-wide street.

Debra Green agreed with Ms. O'Keefe that the previously untested residential street-width policy needs to be revisited.

Diane Diangelo reiterated that narrowing the street to 30', from 32', resolves a non-existent safety issue.

Matthew McArdle agreed with Commissioner Harris. He added that the neighborhood meets three of the potential exception criteria in the residential street-width policy: proximity to the school, the bus routes, and the issues around parking.

Nicole McArdle asked that the Commission pay attention to the peak traffic times to understand the issues at play.

Michael Kell stated safety is important but noted the unanimous agreement among the residents that safety is not currently an issue.

Jack Burkett said that narrowing the streets might create a greater safety issue.

Commissioner Hoff explained she suggested 30' because some Commissioners disagree with 32'. Her ultimate goal, she explained, is to get the streets repaired.

Mayor Pro Tem Boutros clarified that he is willing to leave the streets at 32'. He wanted to update the residential street-width policy to better reflect reasons why such a decision might be made in the future. He does not want this to be an exception to the policy. He also added that he is not in favor of bump-outs due to some of the residents' concerns.

VOTE: Yeas, 3
 Nays, 4 (Bordman, Boutros, DeWeese, Harris)
 Absent, 0

MOTION FAILED

MOTION: Motion by Commissioner Harris, seconded by Mayor Pro Tem Boutros: Resolution directing staff to install new concrete pavement on the following streets, in accordance with the recommendation of the Multi-Modal Transportation Board:

- Raynale St. between N. Glenhurst Dr. and Chesterfield Ave. at thirty-two (32) feet wide.
- N. Glenhurst Dr. between Oak Ave. and Raynale St. at thirty-two (32) feet wide.

Commissioner Sherman expressed concern that the Commission is elected to represent 20,000 citizens, and an exception to the residential street-width policy is being proposed on behalf of a small number of citizens.

Commissioner DeWeese reiterated that this is an indication the policy should be reviewed. He stated there is no cost issue in terms of narrowing the streets or leaving them as-is because the costs are about the same.

Commissioner Nickita explained that the residential street-width policy works for most of the City. He explained that the issue here stems from 32' being atypically wide for a Birmingham street. Because of this, the policy may not adequately address this anomalous situation, while being a well-constructed policy overall.

Commissioner Harris said he respectfully objected to the notion that the Commission was kowtowing to a neighborhood. He acknowledged figuring out when to shift decisions in response to citizen input is a delicate balance, where the Commission sometimes honors citizen requests and sometimes is forced to deny them for the good of the City. He continued that citizen requests should be especially heeded when they are voiced unanimously, however, and the Commission lacks a compelling reason to deny the requests. Doing so benefits the City as a whole because it demonstrates that the City government is responsive to citizen feedback.

VOTE: Yeas, 5
 Nays, 2 (Nickita, Sherman)
 Absent, 0

MOTION PASSED

11-313-18 PUBLIC HEARING FOR AMENDMENT TO ARTICLE 3, SECTION 3.08(E) OF THE ZONING ORDINANCE

Mayor Bordman opened the public hearing at 10:24 p.m.

Planning Director Ecker reviewed her staff report to City Manager Valentine dated November 9, 2018 discussing a change to the price per parking space in the Triangle Overlay District.

Planning Director Ecker explained:

- Extra building height in the Triangle District depends on the zone in which the building is located and reviewed the parameters for the different mixed-use zoning in the City.
- The intersection of Woodward and Maple is MU 7, and so is the intersection of Haynes, Woodward and Elm.
- Developers need to meet two of the City's five criteria in order to qualify for extra height on their buildings.
- This ordinance can always be further amended in the future at the Commission's discretion.

There being no further comment, Mayor Bordman closed the public hearing at 10:32 p.m.

MOTION: Motion by Commissioner Nickita, seconded by Mayor Pro Tem Boutros: To approve an amendment to Article 3, Section 3.08(E) of the Zoning Ordinance, Additional Building Height, to increase the amount of the one-time payment-in-lieu of parking fee option in the Triangle Overlay District.

VOTE: Yeas, 7
 Nays, 0
 Absent, 0

11-314-18 MAPLE ROAD RECONSTRUCTION – SOUTHFIELD RD. TO WOODWARD AVE. CONCEPTUAL PLANS

Planning Director Ecker reviewed the staff report submitted to City Manager Valentine dated October 31, 2018, by her, Police Commander Grewe, and City Engineer O'Meara.

Brad Strader, MKSK, and Justin Rose, Fleis and Vandenbrink presented suggested revisions to address concerns raised by the City Commission.

Commissioners Nickita and DeWeese voiced support for the suggested revisions to the ADA Accessible Spaces Design.

Mayor Bordman said she would prefer trees native to Michigan, encouraging the use of frontier elm instead of zelkova trees.

Commissioner Nickita said he would prefer the trees be aligned instead of staggered.

Mr. Strader explained staggering the trees allowed for a larger pedestrian area near the bump-outs.

Commissioner Nickita said he would like to see a redesign of the bump-outs that allow the trees to be aligned.

Mr. Strader said he could have a redesign of the trees and bump-outs to the City before the December 3, 2018 Commission meeting.

Commissioner DeWeese noted that lining the trees up could be an issue for the trees with a wider canopy. He suggested that if the trees are aligned the narrower-canopied trees should be used exclusively.

Commissioner DeWeese noted that a 60' truck could navigate the proposed changes at the Southfield Road intersection, it would just need to proceed slowly.

Mr. Rose explained that option 3 for the Southfield Road intersection is the FHWA's preferred option.

Mr. Strader reviewed the decisions indicated by the City Commission.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner: Resolution directing staff to proceed to final design for the Maple Rd. Reconstruction Project from Southfield Rd. to Woodward Ave., intended for construction in 2020, featuring the seven recommended design elements, except the tree alignment element will come back at Dec 3 meeting.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

VII. REMOVED FROM CONSENT AGENDA

Items removed from the Consent Agenda were addressed earlier in the meeting.

VIII. COMMUNICATIONS

None

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

None

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments

Commissioner DeWeese said the City needs to find better ways to communicate with our residents so they ask for improvements.

Commissioner Harris said there are many good aspects of the policy but significant changes in the width of a street and citizen input should be included as considerations.

Mayor Bordman noted:

- For an unimproved street to be improved more than 50% of the affected residents have to sign off.

- Tonight's discussion operated with a different standard. She sees the City needs more emphasis on residents agreeing that their streets need to be changed.
- She would like the MMTB to discuss how to consider resident involvement on their own streets.
- The Commission needs a process similar to the way we score vehicles for replacement.
- The City could develop a grid for the policy with so many points per criteria so it is clear to residents how we are weighing the factors.

Commissioner Nickita said the City's policy was well established, and was bothered the Commission seemed to discard the policy when challenged. He also noted that an unimproved street is initiated and paid for by the residents requesting it, which is why it is a different process.

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

XI. ADJOURN

There being no further business, Mayor Bordman adjourned the meeting at 11:33 p.m.

City of Birmingham
Warrant List Dated 11/21/2018

Meeting of 12/10/2018

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
262513		008894	JENNIFER P. HUENI	172.50
262514		008897	MICHAEL J. MCGILLIVRAY	170.00
262515		008829	JENNIFER ANN ROUSH	37.50
262516		008923	GEOFFREY L. SILVERMAN	170.00
262517	*	000855	48TH DISTRICT COURT	400.00
262518	*	000855	48TH DISTRICT COURT	100.00
262519		008911	EDWIN L. ACKER	170.00
262521		003708	AIRGAS USA, LLC	218.18
262522		004657	AKT PEERLESS	400.00
262524		002638	AMERICAN ALLIANCE OF MUSEUMS	165.00
262526		MISC	ANTHONY NEPHI TAORMINA	200.00
262527		007033	APPLIED IMAGING	2,539.32
262528	*	006759	AT&T	1,314.33
262529	*	006759	AT&T	225.58
262530	*	006759	AT&T	174.91
262531		MISC	B-DRY SYSTEM OF MICHIGAN INC	100.00
262532		MISC	BABI CONSTRUCTION INC	500.00
262536		007727	JEAN BARNES	231.25
262537		004301	WEBB BARNES	292.50
262539		MISC	BARRY ANDREW NOVICK	300.00
262540	*	008887	ALEC R. BENDER	180.00
262542		006683	BIRMINGHAM LAWN MAINTENANCE	1,662.00
262542	*	006683	BIRMINGHAM LAWN MAINTENANCE	215.00
262544		008895	ALICIA BLUMENFELD CHANDLER	177.50
262545		MISC	BOB STERN BUILDING CO	100.00
262549	*	003282	LISA MARIE BRADLEY	117.00
262550		MISC	BRANDON POTASH	100.00
262552		008927	GINGER L. BROWN	157.50
262553		007993	MARGARET BRUNHOFER	112.50
262554		008109	JOHN W. BURNS	157.50
262555	*	005289	BUSINESS CARD	2,095.00
262556		003786	C & G PUBLISHING INC.	106.00
262557		007732	CAPITAL TIRE, INC.	60.86
262558		MISC	CARRERA LANDSCAPING INC	200.00
262559		000444	CDW GOVERNMENT INC	1,709.90
262564		000603	CHEMCO PRODUCTS INC	522.00
262565	*	005221	CHICAGO DELI, INC	600.00
262566		MISC	CHRIS F JUNEAU	100.00
262567		008111	PAMELA CIN	160.00
262568		007284	CINCINNATI TIME SYSTEMS, INC.	1,145.00
262569		000605	CINTAS CORPORATION	305.96
262570		001054	4B CITY OF TROY	497.29

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
262571		000979	COMERICA BANK	1,842.25
262572		004425	THOMAS CONNERY	187.50
262573	*	000627	CONSUMERS ENERGY	5,715.58
262574		004011	HELEN COOK	160.00
262575		008151	GAIL CORCORAN	185.00
262576		006514	RONALD J. CORNILLIE	220.00
262578		004830	CUMMINS-ALLISON CORP.	277.00
262579		007996	ANNIE CWIKIEL-GLAVIN	167.50
262581		003336	SUANN DARMODY	160.00
262582		008907	MARK DAVISON	170.00
262583		008222	DRIEKA DEGRAFF	172.50
262587		MISC	DEWITT BLDG CO INC	100.00
262588		003807	DOETSCH INDUSTRIAL SVCS INC	94,046.73
262589		004302	GERALD DREER	127.50
262590		007506	DST INDUSTRIES INC.	350.00
262591	*	000179	DTE ENERGY	25.63
262592	*	000180	DTE ENERGY	9,999.53
262593		007027	DENISE DUFF	177.50
262596		008900	CHARLES ECKER	82.50
262597	*	007538	EGANIX, INC.	720.00
262599	*	003186	ENGLISH GARDENS	2,649.86
262600		MISC	ERIC GORDON SOLIN	100.00
262601		001495	ETNA SUPPLY	2,400.00
262602		MISC	FATHER & SON CONSTRUCTION CO	100.00
262604	*	007366	FIRST ADVANTAGE OCCUPATIONAL	84.00
262605		008838	CAMERON FLYNN	167.50
262606		004412	CAROLYN FOLIN	200.00
262607		004431	ROBERT FOLIN	200.00
262608		007212	FOSTER BLUE WATER OIL	1,176.20
262609		008903	KATHLEEN FRANCO	200.00
262610		008904	LUCETTA FRANCO	200.00
262611		007971	JANE FRIEDMAN	107.50
262613		005896	DULCE FULLER	223.75
262614		002510	GAMCO INVESTORS INC	25,792.00
262615		MISC	GARAGES R US LLC	500.00
262616		007172	GARY KNUREK INC	308.00
262617		008242	KRISTIN GEORGE	170.00
262618		MISC	GGA SERVICES LLC	2,000.00
262619		008889	MARIA A. GONZALEZ	195.00
262620		008284	ALLISON GOODWIN	177.50
262621	*	004604	GORDON FOOD	152.17
262622		008884	MARCY GRANT	62.50
262624		006900	KRISTI HANSEN	172.50

City of Birmingham
Warrant List Dated 11/21/2018

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Check Number	Early Release	Vendor #	Vendor	Amount
262625		006346	HARRELL'S LLC	3,150.00
262626		MISC	HENTGEN BUILDING CO.	400.00
262627		MISC	HM HOMES LLC	500.00
262628		008906	LINDSEY J. HOFF	177.50
262629	*	003436	RACKELINE J. HOFF	175.00
262630		005741	INTERNATIONAL CODE COUNCIL	135.00
262631		008441	INTERNATIONAL CODE COUNCIL, INC	24,722.00
262632		MISC	JAMES M LEVINE	1,000.00
262633	*	002576	JAX KAR WASH	193.00
262634		MISC	JENNINGS, PAMELA	200.00
262636		MISC	JOHN J CASTELLANA	100.00
262637		006872	WILLIAM DAVID JOHNSON, JR.	247.50
262639	*	007827	HAILEY R KASPER	144.00
262640		008048	JUDITH KEEFER	177.50
262641		004088	KGM DISTRIBUTORS INC	152.00
262642		008273	PRISCILLA KHOURY	185.00
262643		007119	ANDREW KILLIANY	236.25
262644		000353	KNAPHEIDE TRUCK EQUIPMENT	1,005.00
262645		004085	KONE INC	1,953.95
262646		007985	L.E.O.R.T.C.	65.00
262647	*	005327	L3 TECHNOLOGIES, INC.	290.00
262649	*	008792	JOSEPH LAMBERT	246.34
262650		005053	ANN LARSON	35.00
262651		MISC	LEIF DOUGLAS HIGLEY	200.00
262653		004306	KAREN LINNELL	167.50
262654		MISC	LIVE WELL CUSTOM HOMES LLC	500.00
262655		MISC	LMB PROPERTIES LLC	2,500.00
262656	*	008158	LOGICALIS INC	9,700.00
262659		008856	SUSAN J LUNDAL	157.50
262660		008282	RONALD MACINTOSH	200.00
262661		003934	MADISON GENERATOR SERVICE INC	218.00
262662		MISC	MALLON, ROBERT F	100.00
262663		MISC	MARC S HOPKINS	100.00
262664		008905	TANEKA M. MARTIN	80.00
262665		MISC	MARYGROVE AWNING CO	200.00
262666	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
262667		008218	DEBRA MCELROY	187.50
262668		006449	MARIE A. MEREDITH	230.00
262669		008207	METAL MART U.S.A.	44.46
262670		006179	MICHIGAN GLASS COATINGS	1,000.00
262671	*	000377	MICHIGAN MUNICIPAL LEAGUE	1,913.48
262672		001228	STATE OF MICHIGAN-BOILERS	360.00
262677		000230	MIKE SAVOIE CHEVROLET INC	647.55

City of Birmingham
Warrant List Dated 11/21/2018

Meeting of 12/10/2018

Check Number	Early Release	Vendor #	Vendor	Amount
262678		001950	MILLER CANFIELD PADDOCK AND	4,635.00
262679	*	000649	MML WORKERS' COMP FUND	44,284.00
262680		007163	MOBILE HEALTH RESOURCES	1,203.20
262681	*	007568	CHRIS MORTON	57.89
262682	*	006371	MPELRA	180.00
262683		MISC	NAVAROLI'S QUALITY FAST CONSTR	100.00
262685		MISC	NIGHTINGALE CONSTRUCTION & REMO INC	300.00
262686		MISC	NOVI KITCHEN AND BATH	200.00
262687		008219	SUSAN O'CONNOR	167.50
262688		008285	THOMAS H. O'CONNOR	167.50
262691		008669	OHM ADVISORS	83,665.38
262692		004583	FRANCES OLSON	200.00
262693		008910	CHARLES OTIS	187.50
262696	*	001753	PEPSI COLA	292.40
262697		001277	PHYSIO-CONTROL CORP.	78.20
262698		008912	STANLEY PIEPRZYK	170.00
262699	*	003352	JAMIE CATHERINE PILLOW	1,428.50
262700		008216	JANICE KAY PINSON	170.00
262701		MISC	POLICEONE.COM	650.00
262702		002852	QMI GROUP INC	1,530.00
262703		004137	R & R FIRE TRUCK REPAIR INC	3,933.58
262704		MISC	RAMZI, EL-ACHKAR ASIVI	100.00
262706	*	008948	PAMELA R. REED	125.90
262707		005870	OBERIA REESE	190.00
262708		MISC	RENEWAL BY ANDERSEN	1,000.00
262709		004419	LESTER RICHEY	115.00
262710		008921	MARY ROBERTS	177.50
262711		000495	ROCHESTER LAWN EQUIPMENT CENTER INC	264.82
262712		006509	KAREN ROCK	125.00
262713		008807	MARILYN RODZIK	177.50
262714		008215	ANTHONY J. ROGOWSKI	170.00
262715		MISC	ROMANA CONSTRUCTION INC	100.00
262716		008230	CONSTANCE ANN ROMANELLI	170.00
262717		005923	CYNTHIA ROSE	236.25
262718		005797	MARTHA ROUSH-LOGUE	187.50
262719		003677	GRETA SANDERS	190.00
262720		008863	ANNETTE L. SAYLOR	172.50
262721		MISC	SCOTT & SUSAN FILE	500.00
262722		007142	SHERWIN-WILLIAMS COMPANY	66.12
262723		008820	SHELDON S. SIMON	167.50
262724		008823	SUZANNE C. SIMON	167.50
262725		002871	SIR SPEEDY PRINTING INC	2,082.83
262726		008932	ED SMENDZUIK	160.00

City of Birmingham
Warrant List Dated 11/21/2018

Meeting of 12/10/2018

Check Number	Early Release	Vendor #	Vendor	Amount
262727		MISC	SMILANIC, PETER	100.00
262728		MISC	SOLOY, MARY BETH	100.00
262729		MISC	SOULLIERE DECORATIVE STONE INC	100.00
262730		005787	SOUTHEASTERN EQUIPMENT CO. INC	385.60
262731		005079	STATE OF MICHIGAN	50.00
262732		000265	STEEL EQUIPMENT CO.	485.00
262733		MISC	STEVEN E COCHRAN	100.00
262734		007121	MARY LEE STOESSEL	140.00
262735		005895	ROBERT STOESSEL	230.00
262736		002842	MARCIA SWAIN	80.00
262737		007858	TANEKA TATE	100.00
262738		008944	THE PRINT STOP, INC.	893.75
262739		MISC	THOMAS SEBOLD & ASSOCIATES, IN	6,000.00
262741		000275	TIRE WHOLESALERS CO INC	478.68
262743		007994	MARYANNE TORNER	170.00
262744		006820	SHIRLEY TRESH	167.50
262745		008890	SOFIA TRIMBLE	127.50
262746		008860	SHEILA TURNEY	180.00
262747		MISC	UNITED HOME SERVICES	100.00
262748	*	000293	VAN DYKE GAS CO.	718.74
262749	*	000158	VERIZON WIRELESS	120.12
262750	*	000158	VERIZON WIRELESS	426.94
262752		MISC	VON STADEN, TAMAS A.E.	200.00
262753		005628	GISELA VON STORCH	200.00
262754		MISC	WALLACE, MARK D	100.00
262755		MISC	WALLSIDE INC	600.00
262756		008928	BETTY WARNER	160.00
262757		MISC	WECHSLER CONSTRUCTION LLC	400.00
262758		MISC	WINNICK HOMES LLC	300.00
262760	*	003890	LAUREN WOOD	525.00
262761		007065	ERICA WOODWARD	167.50
262762		008391	XEROX CORPORATION	96.86
262765		008896	HEATHER ZANE	192.50
262766		008902	ZORO TOOLS, INC.	13.34
SUBTOTAL PAPER CHECK				\$396,538.91
<u>ACH TRANSACTION</u>				
	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	14,647.89
		003858	ADVANCED LIGHTING & SOUND	76.96
		007440	AMICI PET SERVICES, INC	175.00
	*	000517	BEIER HOWLETT P.C.	49,280.25
		007345	BEVERLY HILLS ACE	3.58
		007875	CANFIELD EQUIPMENT SERVICE INC.	837.79
		000956	DELTA TEMP INC	381.50

City of Birmingham
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Meeting of 12/10/2018

<u>Check Number</u>	<u>Early Release</u>	<u>Vendor #</u>	<u>Vendor</u>	<u>Amount</u>
		000207	EZELL SUPPLY CORPORATION	381.27
		000243	GRAINGER	57.83
		005956	GREATER DETROIT LANDSCAPE CO	5,980.00
		001672	HAYES PRECISION INC	51.00
		000331	HUBBELL ROTH & CLARK INC	12,631.28
		000261	J.H. HART URBAN FORESTRY	16,053.00
		000186	JACK DOHENY COMPANIES INC	628.00
		003458	JOE'S AUTO PARTS, INC.	196.79
	*	005550	LEE & ASSOCIATES CO., INC.	250.55
		006359	NYE UNIFORM COMPANY	199.50
		006497	RNA OF ANN ARBOR INC	2,210.00
	*	001097	SOCWA	147,149.46
		000969	VIGILANTE SECURITY INC	220.50
		007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,653.84
			SUBTOTAL ACH TRANSACTION	<u>\$253,065.99</u>
			GRAND TOTAL	<u><u>\$649,604.90</u></u>

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham

Warrant List Dated 11/28/2018

Meeting of 12/03/2018

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
262767	*	000855	48TH DISTRICT COURT	100.00
262768	*	000855	48TH DISTRICT COURT	267.00
262769	*	000855	48TH DISTRICT COURT	100.00
262770	*	000855	48TH DISTRICT COURT	100.00
262771	*	000855	48TH DISTRICT COURT	100.00
262772	*	000855	48TH DISTRICT COURT	100.00
262773	*	000855	48TH DISTRICT COURT	100.00
262774	*	000855	48TH DISTRICT COURT	65.00
262775	*	000855	48TH DISTRICT COURT	100.00
262776		MISC	A & R LAWN & LANDSCAPE SERVICES INC	100.00
262777		MISC	A-FORDABLE PLUMBING & MECHANICAL IN	265.00
262778		005686	ADVANCED MARKETING PARTNERS INC	1,271.29
262780		MISC	AMERICAN STANDARD ROOFING	100.00
262781		008304	AMERINET	26,578.63
262782		008667	APOLLO FIRE-APPARATUS REPAIR	7,167.45
262783		MISC	ASPEN CONSTRUCTION INC	200.00
262784		MISC	ASPHALT SPECIALIST INC	100.00
262785	*	006759	AT&T	436.62
262787		MISC	BARAN BUILDING COMPANY INC	2,500.00
262788		001122	BOB BARKER CO INC	732.80
262789	*	008899	CITY OF BIRMINGHAM #234	76,014.73
262790	*	008909	CITY OF BIRMINGHAM #235	4,857.19
262791		006683	BIRMINGHAM LAWN MAINTENANCE	26,991.00
262792	*	001086	CITY OF BIRMINGHAM	251.26
262793	*	000546	KAREN D. BOTA	3,770.00
262794		MISC	Brian Parnos	100.00
262795	*	006177	BULLSEYE TELECOM INC	118.30
262797		MISC	CHE'T'S CLEANING INC	513.00
262798		007710	CINTAS CORP	277.47
262799		000605	CINTAS CORPORATION	119.29
262802		001318	CLOVERDALE EQUIPMENT CO	3,105.00
262803		002191	COCHRANE SUPPLY AND ENG INC	19.60
262804	*	007625	COMCAST	156.06
262805	*	000627	CONSUMERS ENERGY	450.32
262806		002668	CONTRACTORS CLOTHING CO	1,080.70
262807	*	MISC	DANIEL W FORTHOFFER	5,050.90
262808	*	008587	JANICE DELINKO	127.19
262809		MISC	DENNIS B LANFEAR RENEE C LANFE	100.00
262810		008776	DERO	163.00
262811		MISC	DESIGNS UNLIMITED	200.00
262812		MISC	DEVMAR DEVELOPMENT	300.00
262813	*	000179	DTE ENERGY	20,071.92

City of Birmingham
Warrant List Dated 11/28/2018

Meeting of 12/03/2018

Check Number	Early Release	Vendor #	Vendor	Amount
262814		004671	ELDER FORD	60.65
262815		001495	ETNA SUPPLY	2,325.00
262816		MISC	EUROTECH CONSTRUCTION	100.00
262817		MISC	EVER-DRY OF SOUTHEASTERN MI	200.00
262818		008161	FIERA CAPITAL INC	15,718.21
262819		MISC	FM EXTERIORS INC	100.00
262820		MISC	FOREST ELM LLC	3,610.00
262821		MISC	FORTUNA CONSTRUCTION	200.00
262822		MISC	FULTON CONSTRUCTION INC	200.00
262823		000223	GASOW VETERINARY	504.00
262824		MISC	GOVERNMENTAL BUSINESS SYSTEMS	342.00
262825	*	004983	GREAT AMERICAN BUSINESS PRODUCTS	434.93
262827		MISC	HABITAT ENHANCERS LLC	100.00
262828		001447	HALT FIRE INC	190.35
262829		MISC	HANSONS GROUP LLC	185.00
262830		MISC	HERCULES CONSTRUCTION INC	100.00
262831	*	001956	HOME DEPOT CREDIT SERVICES	2,207.74
262833		MISC	IDEAL BUILDERS AND REMODELING INC	2,500.00
262834	*	007870	J.C. EHRLICH CO. INC.	40.00
262835		MISC	JAN SIGNS INC	100.00
262836		MISC	JOANNE DANTO	10.00
262838		008775	JOHNSON SIGN CO.	7,800.00
262839		002555	MICHAEL JUREK	75.00
262840		MISC	KEROS, PATRICIA G	200.00
262841		MISC	LAVANWAY SIGN CO.INC	300.00
262842		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	338.25
262843	*	001577	KATE LONG	51.87
262844		MISC	LYNGAAS, BRIAN J	100.00
262845		MISC	MAC CONSTRUCTION, INC.	500.00
262846		003934	MADISON GENERATOR SERVICE INC	109.00
262847		002648	MARC DUTTON IRRIGATION INC	300.00
262848		MISC	MARK MATTHEW RAUH	200.00
262849		000369	MCFI	1,125.00
262850		008207	METAL MART U.S.A.	24.49
262851		001660	MICHIGAN CAT	56.72
262852	*	005271	MICHIGAN FIRE INSP SOCIETY	350.00
262853		MISC	MICHIGAN MECH VENTURES LLC	120.00
262855		002418	MICHIGAN SECTION, AWWA	115.00
262856		MISC	MILESKI, TYLER M	100.00
262857		MISC	MILLER LANDSCAPE INC	100.00
262858	*	005634	GINA MOODY	148.39
262859		MISC	MOSHER, DOLAN & CATALDO	100.00
262860		007755	NETWORK SERVICES COMPANY	1,156.41

City of Birmingham
Warrant List Dated 11/28/2018

Meeting of 12/03/2018

Check Number	Early Release	Vendor #	Vendor	Amount
262861	*	007856	NEXT	832.00
262862		002892	OAKLAND COMMUNITY COLLEGE	400.00
262863		004110	OAKLAND COMMUNITY COLLEGE	790.00
262864	*	000481	OFFICE DEPOT INC	1,259.60
262865		MISC	PELLA WINDOWS & DOORS, INC.	100.00
262866		007368	PHASE FOUR INVESTIGATIONS	2,256.00
262867		MISC	PHILLIPS SIGN & LIGHTING INC	300.00
262868		005660	PUBLIC AGENCY TRAINING COUNCIL	295.00
262869		MISC	RENEWAL BY ANDERSEN	700.00
262870		MISC	RENEWAL BY ANDERSEN LLC	500.00
262871		MISC	RICHARD M. HYMAN BUILDERS INC	100.00
262872		000495	ROCHESTER LAWN EQUIPMENT CENTER INC	264.82
262873		MISC	ROMA CEMENT CO INC	100.00
262874		MISC	ROOF ONE LLC	100.00
262875		001527	ROYAL OAK TENT & AWNING LLC	630.00
262876		006850	SHELBY AUTO TRIM, INC.	405.00
262877		007142	SHERWIN-WILLIAMS COMPANY	111.77
262878		MISC	SIGN A RAMA	300.00
262879		005787	SOUTHEASTERN EQUIPMENT CO. INC	344.83
262880	*	007907	SP+ CORPORATION	4,735.00
262881		000265	STEEL EQUIPMENT CO.	100.00
262882		MISC	VERIZON WIRELESS	300.00
262883		MISC	WALLSIDE INC	500.00
262884		006285	WASHINGTON ELEVATOR CO, INC	710.50
262885		MISC	WINDOW PRO HOLDINGS LLC	200.00
262886		MISC	WOOD, BRIAN D	1,200.00
SUBTOTAL PAPER CHECK				\$244,453.25

ACH TRANSACTION

*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	39,952.29
	008655	ANGELO IAFRATE CONSTRUCTION	1,457,400.01
	000518	BELL EQUIPMENT COMPANY	1,392.19
	007345	BEVERLY HILLS ACE	53.21
	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	63,587.98
*	000157	BOB ADAMS TOWING INC	1,840.00
	000565	DORNBOS SIGN & SAFETY INC	169.68
*	001077	DUNCAN PARKING TECH INC	6,177.60
*	007807	G2 CONSULTING GROUP LLC	20,266.75
	000243	GRAINGER	60.72
	008851	INSIGHT INVESTMENT	4,868.33
	000261	J.H. HART URBAN FORESTRY	10,057.50
	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	96,961.88
	000254	SOCRRA	64,056.00
	000273	TERMINAL SUPPLY CO.	107.80

City of Birmingham
Warrant List Dated 11/28/2018

Meeting of 12/03/2018

<u>Check Number</u>	<u>Early Release</u>	<u>Vendor #</u>	<u>Vendor</u>	<u>Amount</u>
	*	002974	VILLAGE OF BEVERLY HILLS	120,207.95
			SUBTOTAL ACH TRANSACTION	\$1,887,159.89
			GRAND TOTAL	\$2,131,613.14

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

Planning Division
Police Department

DATE: November 21st, 2018

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director
Mark H. Clemence, Chief of Police

SUBJECT: SLUP Amendment – 263 Pierce – Elie’s Mediterranean Cuisine

INTRODUCTION:

Elie’s Mediterranean Cuisine, an existing bistro located at 263 Pierce in Downtown Birmingham, is requesting to amend the current Special Land Use Permit (SLUP) to reflect a change in ownership. The restaurant’s design, menu and functions will not be altered as a result of this ownership change.

The Police Department received the request from the Law Offices of Adkison, Need, Allen, and Rentrop regarding a transfer of membership interest from Elie’s, and has received the initial fee of \$1,500 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code. The Police Department conducted a background check on Elie Mondalek. Elie Mondalek was checked using the Law Enforcement Information Network (LEIN), the Court’s Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLN). Elie Mondalek has no negative law enforcement contacts.

The ownership changes also resulted in the transfer of stock shares from Tracy Mondalek to Elie Mondalek pursuant to a Consent Judgement of Divorce and Settlement Agreement, which was approved by the MLCC on September 26th, 2018, making Elie Mondalek the sole stockholder for Elie’s.

BACKGROUND:

The applicant is proposing a change to the ownership of the bistro and the corresponding liquor license, thus an amendment to the SLUP is required. One of the two existing owners is transferring 100% ownership to the other.

LEGAL REVIEW:

The City Attorney has reviewed the documentation and has no concerns.

FISCAL IMPACT:

The SLUP amendment has no fiscal impact on the City.

SUMMARY

Elie’s Mediterranean Cuisine, an existing bistro located at 263 Pierce in Downtown Birmingham, is requesting to amend the current Special Land Use Permit (SLUP) to reflect a change in

ownership. The restaurant's design, menu and functions will not be altered as a result of this ownership change.

ATTACHMENTS:

- Letter – Adkinson, Need, Allen, & Rentrop
- Executed Special Land Use Permit Application
- Executed contract for transfer of a liquor license
- Executed Outdoor Café License Agreement
- Quit Claim Deed
- Insurance Documents
- Elie's Mediterranean Cuisine, Inc. – Application Liquor License Investigation
- MLCC Stock Transfer Investigation Notice Letter
- City Commission Memorandum – Police Department

SUGGESTED RESOLUTION:

To set a public hearing for January 14th, 2019 to consider a Special Land Use Permit Amendment for 263 Pierce – Elie's Mediterranean Cuisine to reflect an ownership change and to consider authorizing the Chief of Police to sign the MLCC Police Investigation Report associated with the change in ownership.



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
KELLY A. ALLEN
ROBERT M. GOLDMAN
JESSICA A. HALLMARK
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:
KEVIN M. CHUDLER
SARAH J. GABIS
LINDA S. MAYER

October 2, 2018

Via Hand Delivery with Copy to City via E-mail

Mr. Joseph Valentine
City Manager
City of Birmingham
151 Martin St.
Birmingham, MI 48012

Ms. Jana Ecker
Planning Director
City of Birmingham
151 Martin St.
Birmingham, MI 48012

Re: Request to Amend Bistro Contract and Special Land Use Permit for Elie's Mediterranean Cuisine, Inc.

Dear Mr. Valentine and Ms. Ecker:

Elie's Mediterranean Cuisine, Inc. (the "Company") is located at 263 Pierce St. The Company operates as a Bistro pursuant to a Bistro Contract and a Special Land Use Permit ("SLUP").

All of the stock of the Company is being assigned from Tracy Mondalek to Elie Mondalek. Our firm represents the Company.

There will be no changes to Elie's. The name, the concept, the layout, and the menu will remain the same. Therefore, the Company requests that the Bistro Contract and the SLUP be amended to reflect the change in stock ownership of the Company.

An application to transfer the stock ownership of the liquor license is being filed with the Birmingham Police Department shortly. The Company also applied to transfer ownership in the liquor license with the Michigan Liquor Control Commission (Request Id. No. 1807-09101).

Enclosed for the City's review are the following:

1. SLUP Application – Bistro;
2. Executed Bistro Contract;

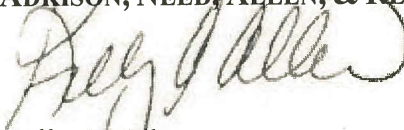
3. Executed Outdoor Dining Contract; and
4. Quit Claim Deed for Real Property.

Mr. Mondalek will deliver a check in the amount of \$200.00 to the Planning Division.

We ask that this matter be placed on a City Commission Agenda as soon as possible. If you have any questions or need any further information, please do not hesitate to contact me. As always, thank you for your attention and hard work.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

KAA/kjf
Enclosures



CITY OF BIRMINGHAM
Date 10/08/2018 1:36:06 PM
Ref 00152938
Receipt 450346
Amount \$200.00

Special Land Use Permit Application - Bistro Planning Division

1. Applicant

Name: ELIE'S Mediterranean Cuisine Inc.
Address: 263 Pierce Street Birmingham, MI. 48009

Phone Number: 248-647-2420
Fax Number: 248-647-0712
Email Address: EMONDALEK@AOL.COM

Property Owner

Name: Gladys Duffy Pew GST Exemption Trust w/a/d 9/16/76
Address: 339 Main Street, Rochester, MI. 48307

Phone Number: _____
Fax Number: _____
Email Address: _____

2. Applicant's Attorney/Contact Person

Name: Kelly Allen
Address: 39572 Woodward, Suite 222, Bloomfield Hills 48304

Phone Number: 248-540-7400
Fax Number: 248-540-7401
Email Address: KALLEN@ADKISONNEED.COM

Project Designer/Developer

Name: [No changes]
Address: _____

Phone Number: _____
Fax Number: _____
Email Address: _____

3. Required Attachments

- Warranty Deed with legal description of property
- Floor Plan of Bistro Operation
- Proof of ability to finance the proposed project
- Required fee (see Fee Schedule for applicable amount)
- Photographs of existing site and buildings
- Completed Checklist
- Certified Land Survey
- Samples and/or specification sheets of all materials to be used
- Landscape Plan showing all existing and proposed elements

- License Agreement
- Proof of Insurance
- Signed Contract
- Fifteen (15) folded copies of plans including color elevations showing all materials and an itemized list of all changes for which approval is requested with the changes marked in color
- One (1) additional set of plans mounted on a foam board, including a color rendering of each elevation
- Catalog sheets for all proposed lighting & outdoor furniture

4. Project Information

Address/Location of Property: 263 Pierce Street
Birmingham, MI.48009
Name of Bistro: Elie's Mediterranean Grill & Bar
Sidwell #: 19-36-201-009
Current Use: Restaurant (A2 ASSEMBLY)
Proposed Use: Restaurant (A2 ASSEMBLY)
Area in Acres: .051
Current Zoning: B-4
Zoning of Adjacent Properties: B-4
Is there a current SLUP in effect for this site: Yes.

Name of Historic District site is in, if any: N/A
Date of HDC Approval, if any: N/A
Date of Application for Preliminary Site Plan: N/A
Date of Preliminary Site Plan Approval: N/A
Date of Application for Final Site Plan: N/A
Date of Final Site Plan Approval: N/A
Date of Revised Final Site Plan Approval: N/A
Date of Final Site Plan Approval: N/A
Date of DRB approval, if any: N/A
Date of Last SLUP Amendment: N/A

5. Details of the Nature of Work Proposed (Site plan & design elements)

No changes.

6. Buildings and Structures existing on site

Number of Buildings on site: ONE
Height of Building & # of stories: ONE STORY

Use of Buildings: RESTAURANT /A2 ASSEMBLY
Height of rooftop mechanical equipment: N/A

7. Floor Use and Area (in square feet)

Structures:

Restaurant Space: 2250 SQ.FT.
Office space: NONE
Total floor area: 2250 SQ. FT.

Retail space: N/A
Number of Residential Units: N/A
Rental or Condominium: N/A

8. Bistro Operation – No changes.

Number of Indoor Seats: _____
Number of Outdoor Seats: _____
Entertainment Proposed: _____
Years of Experience in Birmingham: _____
Previous LCC Complaints? _____
Tables provided along street façade: _____
Required front setback: _____
Required rear setback: _____
Required total side setback: _____

Type of Cuisine: _____
Bar Area: _____
Number of Seats at bar: _____
Years of Experience outside of Birmingham: _____
Full Service Kitchen? _____
Percentage of glazing proposed: _____
Proposed front setback: _____
Proposed rear setback: _____
Proposed total side setback: _____

9. Outdoor Dining Facility – No changes.

Location (sidewalk right-of-way or on-street parking space): _____
Hours of operation: _____
Width of unobstructed sidewalk between door and café (5' required): _____
Platform proposed: _____
Trash receptacles: _____

Number of tables/chairs: _____
Material of tables/chairs: _____
Table umbrellas height and material: _____
Number and location of parking spaces: _____
Screenwall material: _____
Enclosure material: _____

10. Required and Proposed Parking

Number of parking spaces: N/A
Location of off site parking: N/A
Screenwall material: N/A

Location of parking spaces: N/A
Shared Parking Agreement: N/A
Height of screenwall: N/A

11. Landscaping

Location of landscape areas: N/A

Proposed landscape material: N/A

12. Streetscape – No changes.

Sidewalk width: _____
Number of benches: _____
Number of planters: _____
Number of existing street trees: _____
Number of proposed street trees: _____
Streetscape Plan submitted: _____

Description of benches or planters: _____
Species of existing street trees: _____
Species of proposed street trees: _____

13. Loading – No changes.

Required number of loading spaces: _____
Location of loading spaces on the site: _____

Proposed number of loading spaces: _____

14. Mechanical Equipment

Ground Mounted Mechanical Equipment:

Number of ground mounted units: N/A
Size of ground mounted units (LxWxH): N/A

Location of all ground mounted units: N/A

Screenwall material: N/A

Height of screenwall: N/A

Rooftop Mechanical Equipment:

Number of rooftop units: N/A
Type of rooftop units: N/A

Location of all ground mounted units: N/A

Size of rooftop units (LxWxH): N/A

Screenwall material: N/A

Height of screenwall: N/A

Location of screenwalls: N/A

Percentage of rooftop covered by mechanical units: N/A

Distance from units to rooftop units to screenwall: N/A

15. Lighting – No changes.

Number of light standards on building: _____
Size of light fixtures (LxWxH): _____
Maximum wattage per fixture: _____
Parking lot lighting: _____

Type of light standards on building: _____
Height from grade: _____
Proposed wattage per fixture: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan or Special Land Use Permit. The undersigned further states that they have reviewed the procedures and guidelines for site plan review and Special Land Use Permits in Birmingham and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Owner: Stephen E. Pew

Date: 10/5/18

Print Name: Stephen E. Pew

Co-Trustee of the Gladys D. Pew GST-Exempt Trust

Signature of Applicant: [Signature]

Date: 10/2/18

Print Name: ELIE MONDALEK

Signature of Architect: _____

Date: _____

Print Name: _____

Office Use Only

Application #: _____ Date Received: _____ Fee: _____
Date of Approval: _____ Date of Denial: _____ Accepted by: _____



SPECIAL LAND USE PERMIT APPLICATION CHECKLIST – PLANNING DIVISION

Applicant: ELIE'S MEDITERRANEAN CUISINE INC. Case #: _____ Date: 05/30/2007

Address: 263 PIERCE STREET Project: Elie's Mediterranean Grill and Bar – Bistro

All site plans and elevation drawings prepared for approval shall be prepared in accordance with the following specifications and other applicable requirements of the City of Birmingham. If more than one page is used, each page shall be numbered sequentially. All plans must be legible and of sufficient quality to provide for quality reproduction or recording. Plans must be no larger than 24" x 36", and must be folded and stapled together. The address of the site must be clearly noted on all plans and supporting documentation.

Site Plan for Special Land Use Permit

A full site plan detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- ___ 1. Name and address of applicant and proof of ownership;
- ___ 2. Name of Development (if applicable);
- ___ 3. Address of site and legal description of the real estate;
- ___ 4. Legend and notes, including a graphic scale, north point, and date;
- ___ 6. A separate location map;
- ___ 7. A map showing the boundary lines of adjacent land and the existing zoning of the area proposed to be developed as well as the adjacent land;
- ___ 8. A list of all requested elements / changes to the site plan;
- ___ 9. Any changes requested marked in color on the site plan and on all elevations of any building(s);
- N/A ___ 10. Existing and proposed layout of streets, open space and other basic elements of the plan;
- ___ 11. Existing and proposed utilities and easements and their purpose;
- N/A ___ 12. Location of natural streams, regulated drains, 100-year flood plains, floodway, water courses, marshes, wooded areas, isolated preservable trees, wetlands, historic features, existing structures, dry wells, utility lines, fire hydrants and any other significant feature(s) that may influence the design of the development;
- ___ 13. General description, location, and types of structures on the site;
- ___ 14. Details of existing or proposed lighting, signage and other pertinent development features;
- N/A ___ 15. A landscape plan showing all existing and proposed planting and screening materials, including the number, size, and type of plantings proposed and the method of irrigation; and
- ___ 16. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

Elevation Drawings

Complete elevation drawings detailing the proposed changes for which approval is requested shall be drawn at a scale no smaller than 1" = 100' (unless the drawing will not fit on one 24" X 36" sheet) and shall include:

- _____ 17. Name and address of applicant and proof of ownership;
- _____ 18. Name of Development (if applicable);
- _____ 19. Address of site and legal description of the real estate;
- _____ 20. A separate location map;
- _____ 21. Legend and notes, including a graphic scale, north point, date and all relevant dimensions;
- _____ 22. Color elevation drawings showing the proposed design for each façade of the building;
- _____ 23. Itemized list of all materials to be used, including exact size specifications, color, style, and the name of the manufacturer; and
- N/A _____ 24. Elevation drawings of all screenwalls to be utilized in concealing any exposed mechanical or electrical equipment, trash receptacle areas and parking areas;
- _____ 25. Details of existing or proposed lighting, signage and other pertinent development features;
- _____ 26. A list of any requested design changes;
- _____ 27. Location of all exterior lighting fixtures, exact size specifications, color, style and the name of the manufacturer of all fixtures, and a photometry analysis of all exterior lighting fixtures showing light levels to all property lines; and
- _____ 28. Any other information requested in writing by the Planning Division, the Planning Board, or the Building Official deemed important to the development.

CONTRACT FOR TRANSFER OF A LIQUOR LICENSE
(BISTRO)

This Contract is entered into this ____ day of _____, 2018, by and between Elie's Mediterranean Cuisine, Inc., whose address is 263 Pierce Street (Licensee) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

RECITALS:

WHEREAS, Licensee wishes to transfer the stock ownership of its liquor license from Tracy Mondalek to Elie Mondalek; and

WHEREAS, Licensee desires to enter into this Contract as an inducement to the **CITY OF BIRMINGHAM** to approve the request of the aforementioned transfer of the liquor license; and

WHEREAS, the **CITY OF BIRMINGHAM** is relying upon this Contract in giving its approval to the transfer of the on-premises licenses as described herein.

NOW, THEREFORE, the parties agree as follows:

1. Licensee shall be permitted to transfer the stock ownership of its liquor license from Tracy Mondalek to Elie Mondalek. Any transfer of the aforementioned license from the Property to any other location in the **CITY OF BIRMINGHAM** shall require the approval of the Birmingham City Commission in accordance with Section 10- 83. In addition, any expansion of the building location at the Property shall also require the approval of the Birmingham City Commission.
2. Licensee does hereby agree that it shall establish a bistro, as defined in Birmingham City Code Chapter 126, Zoning, Article 9, section 9.02, at the Property.
3. Licensee further acknowledges that it must secure a special land use permit for a bistro as required by the Birmingham City Code. It is further agreed that it shall comply with all provisions of the special land use permit, or any amendments thereto, as a condition of this contract. Licensee further acknowledges and agrees that a violation of any provision of the special land use permit or the Michigan Liquor Control Code is a violation of the terms of the contract entitling the City to exercise any or all of the remedies provided herein.
4. Licensee further agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.
5. Licensee further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future

Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

6. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.

7. Licensee agrees that its failure to follow any of the provisions herein shall be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the special land use permit, either of which would prohibit Licensee from operating the bistro. Licensee agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the special land use permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the special land use permit, as well as enforcing such other rights as may be available at law and/or in equity.

8. To the fullest extent permitted by law, Licensee and any entity or person for whom Licensee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, 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 behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of a bistro at the Property.

9. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.

10. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

11. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

12. If any provision of this contract is declared invalid, illegal or unenforceable, such provision shall be severed from this contract and all other provisions shall remain in full force and effect.

13. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY OF BIRMINGHAM and Licensee. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by both of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

ELIE'S MEDITERRANEAN CUISINE, INC.

By: 
Elie Mondalek

Its: President

Date: 10/4/18

CITY OF BIRMINGHAM

By: _____
Patricia Bordman, Mayor

Date: _____

By: _____
Cherilynn Mynsberge, Clerk

Date: _____

OUTDOOR CAFÉ LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this ____ day of _____, 2018, by and between the CITY OF BIRMINGHAM, a municipal corporation of 151 Martin Street, Birmingham, Michigan hereinafter called "BIRMINGHAM" and Elie's Mediterranean Cuisine, Inc., a Michigan Corporation, Birmingham, Michigan, hereinafter called "LICENSEE".

WHEREAS, Licensee is a tenant of property located at 263 Pierce Street, described as Parcel #19-36-201-009, and 99-01-930-115

WHEREAS, Licensee wishes to place tables and chairs immediately adjacent to its leased premises on property owned by the City of Birmingham, and

WHEREAS, the Birmingham Planning Board has reviewed and approved a site plan for Licensee to permit the placement of 14 tables and 28 chairs in the front pursuant to Section 4.44 of the Birmingham City Code, and

WHEREAS, Birmingham has determined that the 14 tables and 28 chairs will not interfere with the general public use of public property, and

WHEREAS, the parties intend by this License Agreement to license the placement of tables and chairs on public property under the terms and conditions provided herein.

IT IS THEREFORE AGREED as follows:

1. Birmingham licenses and authorizes the Licensee to place 14 tables and 28 chairs in the public sidewalk at the location specified in a plan dated _____, which plan was approved by the Planning Board and is incorporated herein by reference. If the outdoor dining is in connection with a bistro operation, a bistro contract is required.
2. It is mutually acknowledged that this License Agreement is intended as a license to use public property regulated and controlled by Birmingham, and Licensee must comply in all respects with the terms and conditions of the site plan approved _____, and with all procedures and other items set forth in the ordinances of Birmingham.
3. To the fullest extent permitted by law, the Licensee agrees to defend, pay on behalf of, and hold harmless the City of Birmingham, its elected and appointed officials, all employees and volunteers working on behalf of the City of Birmingham, its boards, commissions, and/or authorities, including employees and volunteers thereof, against any claims, demands, suits, loss, including all costs and reasonable attorney fees connected therewith, for any damages which may be asserted or recovered against or from the city, its elected and appointed officials, all employees and volunteers working on behalf of the City, its boards, commissions, and/or authorities, including employees and volunteers thereof, 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 with this Agreement, including the operations, acts, errors or omissions of the Licensee in performing this License Agreement and any acts, errors or omissions by its officers, agents, employees, workmen or independent contractors, whether arising in whole or in part from such acts or omissions.
4. The Licensee, and each of its independent contractors, shall procure and maintain at all times during the duration of the Agreement, the following minimal available insurance coverage subject to the conditions indicated. All coverages shall be with insurance

companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham:

- A. Workers' Compensation Insurance: Workers' Compensation Insurance, including Employer's Liability Insurance, in accordance with all acceptable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Commercial General Liability Insurance on an occurrence basis with the limits of liability of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for Combined Single Limit Personal Injury and Property Damage, and shall include Independent Contractor's Coverage and Broad Form General Liability coverages.
 - C. Liquor Liability Insurance (if liquor is to be served): Liquor Liability Insurance on an occurrence basis with limits of liability of not less than \$1,000,000 per occurrence. Such a policy shall include an endorsement to, or a notation on, the insurance certificate that extends coverage to include service outside of the licensed premises to all areas where alcohol is served or consumed.
 - D. Additional Insured: Commercial General Liability Insurance (and Liquor Liability Insurance, if applicable) shall name the City of Birmingham as additional insured for all activities connected with this Agreement and shall include an endorsement stating the following as: "Additional Insureds": The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributory or excess. The authorized representative of the insurance carrier acknowledges that it has read the insurance provisions of the agreement between the city of Birmingham and the insured."
 - E. Cancellation Notice: Thirty (30) days advance written notice of cancellation, non-renewal, reduction of material change in coverage, will be provided to the City of Birmingham by the insurance carrier.
 - F. Proof of Insurance: The Licensee shall provide the City of Birmingham certificates and/or policies as listed below:
 - i. Two (2) copies of Certificate of Insurance for coverages specified in A, B, C, D and E above;
 - ii. If so requested, certified copies of all policies mentioned above.
5. Licensee shall pay to Birmingham a license fee of \$200 for each month April 1st to November 15th during which it places the tables and chairs on public property. Each month's fee shall be paid in advance no later than the 5th day of that month. The failure to pay timely may result in a late fee or revocation of this License Agreement. In addition, Licensee will be responsible for all real and personal property taxes that may result from this License Agreement.
6. Licensee shall be responsible for the upkeep and maintenance of the licensed area. Should any City Property be damaged as a result of Licensee's outdoor dining activities, Licensee shall promptly make all necessary repairs at Licensee's sole expense. Licensee acknowledges that any private use of the public property not specifically authorized by this

License Agreement is prohibited

7. Licensee shall maintain an unobstructed sidewalk width as required by the Planning Board.
8. Licensee shall cease outdoor activities at the close of business. Outdoor dining is not permitted past 12:00 AM. If the outdoor dining area is immediately adjacent to any single-family or multiple family residential district, all outdoor activity must cease at the close of business or 10:00 P.M., whichever is earlier.
9. If Licensee is seeking to install a platform at least partially located on a City street or parking area, the following additional terms and conditions apply:
 - A. The Licensee acknowledges that the platform to be installed will disrupt the normal path of the City street sweeper. The street sweeper will not be able to reach the street and gutter pan for an area of approximately 80 square feet on both sides of the platform. The Licensee will be responsible for sweeping this area by hand on a daily basis to match the upkeep of the rest of the street.
 - B. The Licensee acknowledges that the platform will make a portion of the gutter drainage system for the street inaccessible. At any time when an obstruction is present in the gutter drainage system underneath the platform such that standing water is resulting upstream of the platform, the Licensee shall employ whatever means necessary to move the obstruction to restore the operation of the drainage system. Should the Licensee fail to do so, the City shall notify the Licensee of his/her need to address this matter within 24 hours in writing. If Licensee continues not to respond or if the Licensee fails to remove the obstruction, the City shall have the right to direct City labor and equipment needed to resolve the matter, with all costs (plus 15% administration fee) being invoiced to the Licensee.
 - C. The Licensee acknowledges that the platform will be partially placed on a City street. At some time in the future, the City will need to schedule the street for repaving. In order to get competitive bids for this work, the City must allow its contractor the option to schedule the work over a period of as much as three months. The City Engineer agrees to notify the Licensee prior to the paving season (which coincides with the period of time the platform would be in place) when such work is planned on the relevant street. The Licensee agrees to defer installation of the platform until after the street paving is complete, and authorization to do so has been received by the City Engineer.
 - D. The Licensee acknowledges that the platform will be partially placed on a City sidewalk. At some time in the future, the City will be in the immediate area repairing City sidewalks to ensure the safety of the public. Inspections of sidewalks can generally occur when the platforms are not present, but repairs need to occur during the paving season, (which may coincide with the period of time the platform would be in place). If the Engineering Dept. determines that there are sidewalk repairs needed in the area of the platform, and such repairs cannot be done in conjunction with the standard sidewalk repair contractor (who would be working in the area later in the season, the Licensee shall be put on notice that the sidewalk repairs shall be conducted and completed by the Licensee at their own expense prior to installation of the platform for that season. Once a sidewalk permit has been issued by the Engineering Dept., and the work has been completed with its supervision, the platform erection may begin.

- E. The Licensee acknowledges that the City is responsible for maintenance of the existing utility system that is under and adjacent to the subject platform area. It is possible that an emergency may arise that will require excavation under or near the area of the platform with short notice. Removal may also be necessitated if an excavation will cause nearby lanes of the road to be closed, which would then require the diversion of traffic in the area of the platform. The Licensee must be prepared to remove all or parts of the platform with 24 hours notice in the case of an emergency.
 - F. The Licensee must be prepared to remove the platform with 24 hours notice if requested by the City when deemed necessary when the health, safety, and welfare of the public will be potentially jeopardized.
 - G. Upon removal of Licensee's platform, Licensee shall repair any City property damaged as a result of the installation, use or removal of the platform. All repairs shall be made at Licensee's sole expense.
10. In addition to any remedies set forth above, the City may revoke this License Agreement and remove the outdoor dining furniture and dining platform, if any, at Licensee's cost, for failure to abide by the terms and conditions of this License Agreement. The City does hereby authorize the City Manager or his designee to exercise this power to revoke this License Agreement without further action by the City Commission. Any and all costs incurred by the City, including, but not limited to, removal of the dining furniture and/or platform, disposal, staff time and actual attorney fees, shall be paid by the Licensee. In the event such costs are not paid as provided by Birmingham City Code Section 1-14, then they may be transferred to the tax rolls in accordance with said Section of the Code.
11. The term of this License Agreement shall be for one (1) year provided. However, Birmingham may revoke and terminate this License Agreement at any time it determines that Licensee has violated any of the conditions of this License Agreement, the site plan, any special land use permit, bistro contract, or any ordinance of the City of Birmingham.
12. This License Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties execute this Agreement.

CITY OF BIRMINGHAM,
a municipal corporation

Cherilynn Mynsberge, City Clerk

LICENSEE:
Elie's Mediterranean Cuisine, Inc.



By: Elie Mondalek
Its: President and Sole Stockholder

3 9.00 DEED
\$ 1.00 REMORSEMENT
15 MAY 97 2:05 P.M. 1001 1001
-12
2001.1.10 10:00 AM

QUIT CLAIM DEED

The Grantor Stephen E. Pew and NBD Bank, successor in interest to National Bank of Detroit, as Co-Trustees of the Gladys Duffy Pew Trust u/a/d September 16, 1976, as amended and restated, successors to Gladys Duffy Pew, as Trustee, under deed recorded at Liber 14745, Page 76, Oakland County Records on June 10, 1994,

whose address is Trust/Real Estate Administration, 900 Tower Drive, 4th Floor, Troy, Michigan 48098.

quit-claims to Stephen E. Pew and NBD Bank, as Co-Trustees of the Gladys Duffy Pew GST Exemption Trust u/a/d September 16, 1976, as amended and restated, FBO Stephen E. Pew,

whose address is Trust/Real Estate Administration, 900 Tower Drive, 4th Floor, Troy, Michigan 48098,

an undivided 1/3 interest in an undivided 61.8284081% interest in the following described premises situated in the City of Birmingham, County of Oakland, State of Michigan, to wit:

Lot 11, Assessor's Plat No. 24, according to the recorded Plat thereof, as recorded in Liber 54A of Plats, Page 72, Oakland County Records.
Tax Parcel No.: (19-36-202-001) **54A072**
19-36-201-009

for no consideration. This transfer is exempt from County Real Estate Transfer Tax pursuant to MCL 207.505(a) and State Real Estate Transfer Tax pursuant to MCL 207.526(a).

Dated this 16th day of April, 1997.

Signed in presence of:

Signed by:

NBD Bank, successor in interest to National Bank of Detroit, as Trustee of the Gladys Duffy Pew Trust u/a/d September 16, 1976, as amended and restated and not otherwise

By: Glenn R. Brown

Name: Glenn R. Brown

Title: Vice President

Stephen E. Pew
Stephen E. Pew, as Co-Trustee of the Gladys Duffy Pew Trust u/a/d September 16, 1976, as amended and restated

Neil R. Davis
Print Name: Neil R. Davis

Candace J. Morrison
Print Name: Candace J. Morrison

Neil R. Davis
Print Name: Neil R. Davis

Candace J. Morrison
Print Name: Candace J. Morrison

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

USER 172016110

The foregoing instrument was acknowledged before me this 16th day of April, 1997, by Glenn R. Brown, the Vice President of NBD Bank, successor in interest to National Bank of Detroit, and Stephen E. Pew, as Co-Trustees of the Gladys Duffy Pew Trust u/a/d September 16, 1976, as amended and restated.

Drafted by and when recorded return to:
J. Thomas MacFarlane, Esq.
Clark Hill, P.L.C.
500 Woodward Avenue, Ste. 3500
Detroit, Michigan 48226-3435

Candace J. Morrison
Notary Public, Macomb County, Michigan
My commission expires: February 20, 2001
Candace J. Morrison
*acting in Oakland Co., MI

CANDACE J. MORRISON
NOTARY PUBLIC - MACOMB COUNTY MI
MY COMMISSION EXPIRES 02/20/01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2018

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 Romanos Insurance Agency 5655 E 13 Mile Road Sterling Heights MI 48310		CONTACT NAME: Nahla Sakr	
		PHONE (A/C, NO, EXT): 586-435-5438	FAX (A/C, NO): 586-435-5422
		E-MAIL ADDRESS: romanosinsurance@gmail.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED US QUALITY INC 29265 AIRPORT DR ROMULUS MI 48174		INSURER A: Liberty Mutual Insurance	24082
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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.

INSTR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BKS58984278	07/18/2018	07/18/2019	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
			PRODUCTS - COMP/OP AGG \$ 2,000,000				
			\$				
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58991752	07/18/2018	07/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS58991752	07/18/2018	07/18/2019	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Liquor Liability Coverage is included and up to policy Limit which is \$1,000,000.00 per Occurrence.

City of Birmingham, all elected & appointed officials, all employees & volunteers, all boards, commissions &/or authorities and their board members including employees & volunteers thereof and Additional Insured on the General & Liquor Liability as their interest may appear by contract. Liquor Liability extends to the outdoor dining for Elie's Restaurant under agreement with City of Birmingham. We will provide 30-day notice of cancellation, unless the policy is being cancelled for non-payment of premium.

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



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

July 12, 2018

Elie's Mediterranean Cuisine, Inc.
c/o Attorney Kelly Allen
(email: kallen@anafirm.com)

RID #1807-09101

Reference/Transaction: Transfer all stock interest in the 2015 licensing year by dropping existing stockholder Tracy Mondalek; and as a result new stockholder Elie Mondalek will hold 5,000 shares of stock, in conjunction with 2018 Class C and SDM licensed corporation (issued under MCL 436.1521 a (1) b non-transferable) with Sunday Sales Permit (PM), Specific Purpose Permit (Food), Entertainment Permit, Outdoor Service (2 Areas) located at 263 Pierce Street, Birmingham, MI. 48009, Oakland County.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Elie's Mediterranean Cuisine, Inc.

Business address and phone number: 263 Pierce St., Birmingham, MI. 48009, Oakland County (B) 248-647-2420

Home address and phone number of partner(s)/subordinates: Elie Mondalek, 1686 Lexington Dr., Troy, MI. 48084 (B) 248-647-2420 (C) 586-255-6118

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local

law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

jmm

cc: Birmingham City Council



MEMORANDUM

Police Department

DATE: October 3, 2018

TO: Joseph A. Valentine, City Manager
Jana Ecker, Planning Director

FROM: Chris Busen, Investigative Commander

APPROVED: Mark H. Clemence, Chief of Police

SUBJECT: Elie's Mediterranean Cuisine, Inc. ("Elie's") requests a transfer of membership interest in a Class C and SDM liquor licenses with Sunday sale (PM) and an Outdoor Service Permit located at 263 Pierce, Birmingham, Oakland County, Michigan, to be issued pursuant to MCL 436.1521(A)(1)(B).

INTRODUCTION:

The police department has received a request from the Law Offices of Adkison, Need, Allen, and Rentrop regarding a transfer of membership interest from Elie's Mediterranean Cuisine, Inc., located at 263 Pierce, Birmingham, Oakland County, MI 48009. Elie's Mediterranean Cuisine, Inc. has paid the initial fee of \$1,500 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code.

BACKGROUND:

Elie's was issued a liquor license by the Michigan Liquor Control Commission ("MLCC") on March 21, 2008. At the time of licensure of Elie's both Elie Mondalek (holder of 1,250 shares) and Tracy Mondalek (holder of 5,000 shares) were stockholders. On October 20, 2008, the MLCC approved a stock transfer to drop Elie Mondalek as a stockholder. As of November 2008, Tracy Mondalek was the sole stockholder.

LEGAL REVIEW:

Non-applicable

FISCAL IMPACT:

Non-applicable

SUMMARY:

Pursuant to a Consent Judgement of Divorce and Settlement Agreement, Tracy Mondalek transferred her 5,000 shares of stock in Elie's to Elie Mondalek.

On September 26 2018, the MLCC approved the application to transfer the 5,000 shares from Tracy Mondalek in Elie's to Elie Mondalek. Elie Mondalek is now the sole stockholder of Elie's. There will be no change in the operation of the business. The current percentage of interest is as follows:

Member

Percentage of Interest

Elie Mondalek.....100%

A background check was conducted on Elie Mondalek. Elie Mondalek was checked using the Law Enforcement Information Network (LEIN), the Court's Law Enforcement Management Information System (CLEMIS) and the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLN). Elie Mondalek has no negative law enforcement contacts.

ATTACHMENTS:

Non-Applicable

SUGGESTED RESOLUTION:

To authorize the Chief of Police to sign the MLCC Police Investigation Report (LC-1800) and to approve the liquor license request of Elie's Mediterranean Cuisine, Inc. that requests a transfer of interest in a Class C License to be issued under MCL 436.1521(A)(1)(B) and SDM License with Outdoor Service (1 Area) located at 263 Pierce, Birmingham, Oakland County, MI 48009.

Furthermore, pursuant to Birmingham City Ordinance, to authorize the City Clerk to complete the Local Approval Notice at the request of Elie's Mediterranean Cuisine, Inc. approving the liquor license transfer request of Elie's Mediterranean Cuisine, Inc. that requested a Class C License be transferred under MCL 436.1521 (A)(1)(B) & SDM License with Outdoor Service (1 Area) located at 263 Pierce, Birmingham, Oakland County, MI 48009.



MEMORANDUM

IT Department

DATE: 12/03/2018
TO: Joseph A. Valentine, City Manager
FROM: Eric Brunk, IT Manager
SUBJECT: GIS Inc Support Block purchase

Introduction:

In the past the City of Birmingham has contracted with Geographic Information Services, Inc. (GIS Inc.) for support of our GIS software and systems. Last year the IT department purchased a block of support hours and shared that block across all departments that needed GIS support. The larger the support block purchased the less cost per hour of support. Support blocks expire one year after purchased.

Background:

In the 2017-2018 budget year we opened support requests to all departments in the City and increased the support block hours purchased from GIS Inc. from 30 to 95 hours of support at a base cost of \$157.89 per hour. The IT department felt that amount was enough to cover the general support requests and projects from departments needing GIS support. The support block was purchased in October of last year and expired the end of October this year. During the past year we were able to use the entire amount purchased before the support hours expired.

Legal Review:

We are purchasing a block of hours for professional GIS support – I have no formal contract to be reviewed other than the purchase request.

Fiscal impact:

The IT department feels that repeating the previous support block purchase will adequately cover the amount of support needed for the City for the next year. There has been funding for this support block set aside in the GIS fund account.

Summary:

The IT department would like to purchase 95 hours of support from GIS Inc. to run from December 2018 to December 2019 with a base cost of \$157.89 per hour for a total of \$15,000.00

SUGGESTED RESOLUTION:

Authorize the IT department to purchase 95 block hours of GIS support from Geographic Information Services, Inc. 2100 Riverchase Center, Suite 105, Birmingham, AL 35244, the total purchase not to exceed \$15,000.00. Funds are available in the IT GIS fund account # 636-228.000-973.0500

November 19, 2018

Eric Brunk
IT Director
City of Birmingham
151 Martin St.
Birmingham, MI 48012

Dear Eric,

RE: GIS Support Block Quote

Thank you for your interest in our GIS Support Block. Included in the following pages are GISinc's Support Block details and prices.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand to City of Birmingham (the City). I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,



Tyler Prahl
State & Local Account Manager
Geographic Information Services, Inc.
2100 Riverchase Center, Suite 105 | Birmingham, AL 35244
p: 205.941.0442 ext.487 | m: 612.275.6752 | e: tyler.prahl@gisinc.com

I. GIS Support Block

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, GISinc will provide professional services to assist the City with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

How do GIS Support Blocks work?

Once the GIS Support Block vehicle is in place, GISinc will provide the City with a single point of contact. GISinc will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct GISinc resource.

If a support task becomes large, GISinc may require using a management team. This function includes people, processes, and technology that are designed to make sure that the City receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Technical Architect from GISinc.

II. Pricing

Prepaid blocks of hours can be purchased at the prices listed in Table 1 and volume discounts are included at each block level. Support block hours expire after 12 months from the date of signature. GISinc will invoice the City upon receiving the signed form.

You may indicate your acceptance of the above proposal with a signature from authorized personnel at the City. Any expenses or travel incurred by GISinc while performing GIS Support Block services to the City will be billed at actual costs separate from this contract.

City of Birmingham, MI

**Support Block
Amount:** \$ 15,000.00

Signature: _____

Name: _____

Title: _____

Date: _____

Table 1

Price	Block of Hours
\$5,000	30
\$10,000	60
\$15,000	95
\$20,000	135
\$25,000	175
\$30,000	215
\$50,000	370
\$60,000	455
\$75,000	585
\$100,000	800

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Geographic Information Services, Inc. (GISinc).

DATE: November 21st, 2018

TO: Joseph A. Valentine, City Manager

FROM: Jana Ecker, Planning Director

SUBJECT: Bistro Ordinance Amendments

INTRODUCTION:

Over the past several months, the Planning Board and City Commission have been discussing ordinance amendments for several sections of the Zoning Ordinance in regards to potential changes based on a bistro's location within the City. The most recent action taken by the City Commission was to approve the majority of the bistro ordinance amendments and leave the bistro definition to further discussion.

BACKGROUND:

Article 9, Section 9.02 of the Zoning Ordinance currently defines a bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining. The current definition does not address different locations within the City, nor does it put any limits on outdoor seating. The City Commission must decide whether or not to delineate between bistro's located in different districts, and whether or not to limit the amount of outdoor seating. The history of bistro discussions is provided below:

On August 9th, 2017, the Planning Board considered ordinance language stating "Outdoor seating on public property shall not exceed 40 seats." The discussion on this topic was that some may not agree with a large amount of outdoor seating, but each bistro should be reviewed on an individual basis.

On September 13th, 2017, the Planning Board revisited the issue of limiting the number of outdoor seats, and decided that this should be reviewed on a case-by case basis. There was general consensus that the Board will see the outdoor dining plans in each application, and if they think the number of seats exceeds what is reasonable, they will ask the applicant to change the number and/or formation of outdoor seating. Rooftop dining was also discussed on September 13th, 2017, where the Board also decided that this should be reviewed on an individual basis. It was noted that outdoor dining on the street level was preferable, and if the applicant met this requirement, then the Board would generally be in support of rooftop dining.

On April 11, 2018, the Planning Board conducted a public hearing and unanimously passed a motion recommending approval of the attached ordinance amendments for bistro regulations to the City Commission. Please find attached the draft ordinance language and meeting minutes for your consideration. Language related to limiting the number of outdoor seats or rooftop dining was not included because the Board agreed that these should be reviewed on an individual basis.

On April 23, 2018, the City Commission set a public hearing for May 14, 2018 to consider approval of the proposed amendments to the Zoning Ordinance related to bistros.

On May 14th, 2018, after reviewing the proposed changes, the general consensus from the City Commission was that they like the 42" rail standards as well as the rule banning year round outdoor dining enclosures. However, the City Commission did not vote on the proposal because they wanted the Planning Board to reconsider setting a limit on the number of outdoor seating allowed at bistros, and to address rooftop dining.

On June 13th, 2018, the Planning Board considered the request of the City Commission to discuss the number of outdoor dining seats bistros are allowed and permissible rooftop dining. The Board decided to examine language stating that outdoor seating may not exceed the number of permissible seats indoors. They also decided on language that would permit rooftop dining as long as adequate street level dining is provided.

On July 11th, 2018, language regarding the number of permissible outdoor dining seats and rooftop dining was finalized with amendments including conditions that rooftop dining may not impact surrounding properties in a negative manner and that rooftop seats count towards outdoor dining seat counts.

On August 8th, 2018, the Planning Board conducted a public hearing in which they reviewed and recommended approval of the bistro ordinance amendments to the City Commission.

On September 17th, 2018 the City Commission conducted a public hearing and reviewed and approved all but one of the proposed ordinance amendments. The bistro definition in Section 9.02 remained unresolved, as Commission members could not agree on whether or not to include outdoor seating numbers. The meeting was continued to October 8th, 2018 where the subject was postponed.

LEGAL REVIEW:

Legal review has not yet been completed for the bistro ordinance amendments, but will be provided in advance of the public hearing.

FISCAL IMPACT:

No fiscal impacts are expected to the City as a result of the bistro ordinance amendments.

SUMMARY:

The City Commission should discuss the City's definition of a bistro and determine whether or not they would like to include district-based regulations, as well as whether or not to place a number on the allowed outdoor seating.

ATTACHMENTS:

- Draft Ordinance Language for Definition of Bistro
- Planning Board Memorandum – July 11th, 2018
- Planning Board Memorandum – August 8th, 2018
- City Commission Memorandum – October 1st, 2018
- Relevant Planning Board and City Commission Meeting Minutes
- Bistro Seat Chart
- Previously Approved Ordinance Language for Bistros

SUGGESTED RESOLUTION:

To approve an ordinance amendment to Chapter 126, Zoning, Article 9, Section 9.02, Definitions, to amend the definition of bistro to establish a maximum of 65 seats indoors, and 65 seats outdoors for bistros located within the Downtown Overlay District and to establish a maximum of 85 seats indoors and 85 seats outdoors for bistros located within the Triangle and Rail Districts as recommended by the Planning Board on August 8, 2018.

OR

To approve an ordinance amendment to Chapter 126, Zoning, Article 9, Section 9.02, Definitions, to amend the definition of bistro to establish a maximum of ___ seats indoors, and ___ seats outdoors for bistros located within the Downtown Overlay District and to establish a maximum of ___ seats indoors and ___ seats outdoors for bistros located within the Triangle and Rail Districts.

CITY OF BIRMINGHAM
ORDINANCE NO.

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 9, SECTION 9.02, DEFINITIONS, TO AMEND THE EXISTING DEFINITION OF BISTRO.

9.02 Definitions

Bistro: When located in the Downtown Overlay District, a restaurant with a full service kitchen with interior seating for no more than 65 people and seating for outdoor dining **of no more than 65 people. When located in the Triangle District or Rail District, a restaurant with a full service kitchen with interior seating for no more than 85 people and seating for outdoor dining of no more than 85 people.**

ORDAINED this _____ day of _____, 2018 to become effective 7 days after publication.

Patricia Bordman, Mayor

Cherilynn Mynsberge, City Clerk



MEMORANDUM

Planning Division

DATE: July 11th, 2018
TO: Planning Board
FROM: Brooks Cowan, City Planner
APPROVED: Jana L. Ecker, Planning Director
SUBJECT: Bistro Regulations

As the bistro concept has evolved over the past 10 years, new applicants have sought creative ways to make the establishments distinctive from other restaurants and bistros in the City, and to increase the number of seats through the use of all season outdoor dining. The following issues have been raised:

- **Use of Eisenglass** – Doing so extends the time period outdoor dining areas are in operation which increases the number of seats for the restaurant as a whole for a majority of the year;
- **District Requirements** – The Downtown District, Triangle District, and Rail District have different opportunities which could merit different requirements for bistros locating within them;
- **On-street Dining/Rooftop Dining** – the use of on-street parking spaces and rooftops in addition to the sidewalk area allows the addition of larger outdoor dining areas;
- **Parking Needs** – the expansion of outdoor dining increases the number of people dining at the restaurant, which increases parking demand;
- **Building Code Requirements** – the enclosure of outdoor dining areas triggers Building Code regulations such as Energy Code compliance, fire suppression requirements, fire separation distances and exterior wall fire resistive ratings; and
- **Incentivizing Seating Capacity Tiers** – Allowing an increased amount of indoor seating and/or outdoor dining seating for bistros based upon conditional standards such as shared parking, landscaping, greenspace, etc.

At the joint City Commission/Planning Board meeting of June 19th, 2017 the issue of bistro regulations was discussed at length. There was a consensus that a review of the bistro requirements and how they relate to the various areas in which they are permitted was warranted. Additionally, Commission members saw good reason to potentially regulate bistros differently depending on the district in which they are located.

Accordingly, the Planning Board began studying the existing bistro regulations and discussing potential new regulations. Over several months, the Planning Board studied existing bistros and discussed the goals of the bistro program in the future.

On August 9th, 2017, the Planning Board considered ordinance language stating "Outdoor seating on public property shall not exceed 40 seats." The discussion on this topic was that some may not agree with an exorbitant amount of outdoor seating, but each bistro should be reviewed on an individual basis.

On September 13th, 2017, the Planning Board revisited the issue of limiting the number of outdoor seating, and decided that this should be reviewed on a case-by case basis. There was general consensus that the Board will see the outdoor dining plans in each application, and if they think the number of seats exceeds what is reasonable, they will ask the applicant to change the number and/or formation of outdoor seating.

Rooftop dining was also discussed on September 13th, 2017, where the Board also decided that this should be reviewed on an individual basis. It was noted that outdoor dining on the street level was preferable, and if the applicant met this requirement, then the Board would generally be in support of rooftop dining.

On April 11, 2018, the Planning Board conducted a public hearing and unanimously passed a motion recommending approval of the attached ordinance amendments for bistro regulations to the City Commission. Please find attached the draft ordinance language and meeting minutes for your consideration. Language related to limiting the number of outdoor seats or rooftop dining was not included because the Board agreed that these should be reviewed on an individual basis.

On April 23, 2018 the City Commission set a public hearing for May 14, 2018 to consider approval of the proposed amendments to the Zoning Ordinance related to bistros.

On May 14th, after reviewing the proposed changes, the general consensus from the City Commission was that they like the 42" rail standards as well as the rule banning year round outdoor dining enclosures. However, the City Commission did not vote on the proposal because they wanted the Planning Board to reconsider setting a limit on the number of outdoor seating allowed at bistros, and to address rooftop dining.

On June 13th, The Planning Board considered the request of the City Council to discuss the number of outdoor dining seats bistros are allowed and permissible rooftop dining. The Board decided to examine language stating that outdoor seating may not exceed the number of permissible seats indoors. They also decided on evaluating language that would permit rooftop dining as long as adequate street level dining is provided. Sample ordinance language reflecting these changes has been provided below.



MEMORANDUM

Planning Division

DATE: August 8th, 2018
TO: Planning Board
FROM: Jana L. Ecker, Planning Director
SUBJECT: Public Hearing for Bistro Regulations

As the bistro concept has evolved over the past 10 years, new applicants have sought creative ways to make the establishments distinctive from other restaurants and bistros in the City, and to increase the number of seats through the use of all season outdoor dining. The following issues have been raised:

- **Use of Eisenglass** – Doing so extends the time period outdoor dining areas are in operation which increases the number of seats for the restaurant as a whole for a majority of the year;
- **District Requirements** – The Downtown District, Triangle District, and Rail District have different opportunities which could merit different requirements for bistros locating within them;
- **On-street Dining/Rooftop Dining** – the use of on-street parking spaces and rooftops in addition to the sidewalk area allows the addition of larger outdoor dining areas;
- **Parking Needs** – the expansion of outdoor dining increases the number of people dining at the restaurant, which increases parking demand;
- **Building Code Requirements** – the enclosure of outdoor dining areas triggers Building Code regulations such as Energy Code compliance, fire suppression requirements, fire separation distances and exterior wall fire resistive ratings; and
- **Incentivizing Seating Capacity Tiers** – Allowing an increased amount of indoor seating and/or outdoor dining seating for bistros based upon conditional standards such as shared parking, landscaping, greenspace, etc.

At the joint City Commission/Planning Board meeting of June 19th, 2017 the issue of bistro regulations was discussed at length. There was a consensus that a review of the bistro requirements and how they relate to the various areas in which they are permitted was warranted. Additionally, Commission members saw good reason to potentially regulate bistros differently depending on the district in which they are located.

Accordingly, the Planning Board began studying the existing bistro regulations and discussing potential new regulations. Over several months, the Planning Board studied existing bistros and discussed the goals of the bistro program in the future.

On August 9th, 2017, the Planning Board considered ordinance language stating "Outdoor seating on public property shall not exceed 40 seats." The discussion on this topic was that some may not agree with an exorbitant amount of outdoor seating, but each bistro should be reviewed on an individual basis.

On September 13th, 2017, the Planning Board revisited the issue of limiting the number of outdoor seating, and decided that this should be reviewed on a case-by case basis. There was general consensus that the Board will see the outdoor dining plans in each application, and if they think the number of seats exceeds what is reasonable, they will ask the applicant to change the number and/or formation of outdoor seating.

Rooftop dining was also discussed on September 13th, 2017, where the Board also decided that this should be reviewed on an individual basis. It was noted that outdoor dining on the street level was preferable, and if the applicant met this requirement, then the Board would generally be in support of rooftop dining.

On April 11, 2018, the Planning Board conducted a public hearing and unanimously passed a motion recommending approval of the attached ordinance amendments for bistro regulations to the City Commission. Please find attached the draft ordinance language and meeting minutes for your consideration. Language related to limiting the number of outdoor seats or rooftop dining was not included because the Board agreed that these should be reviewed on an individual basis.

On April 23, 2018 the City Commission set a public hearing for May 14, 2018 to consider approval of the proposed amendments to the Zoning Ordinance related to bistros.

On May 14th, after reviewing the proposed changes, the general consensus from the City Commission was that they like the 42" rail standards as well as the rule banning year round outdoor dining enclosures. However, the City Commission did not vote on the proposal because they wanted the Planning Board to reconsider setting a limit on the number of outdoor seating allowed at bistros, and to address rooftop dining.

On June 13th, The Planning Board considered the request of the City Council to discuss the number of outdoor dining seats bistros are allowed and permissible rooftop dining. The Board decided to examine language stating that outdoor seating may not exceed the number of permissible seats indoors. They also decided on evaluating language that would permit rooftop dining as long as adequate street level dining is provided. Sample ordinance language reflecting these changes has been provided below.

On July 11th, language regarding the number of permissible outdoor dining seats and rooftop dining was finalized with amendments including conditions that rooftop dining may not impact surrounding properties in a negative manner and that rooftop seats count towards outdoor dining provisions.

SUGGESTED ACTION:

To recommend approval to the City Commission of the following amendments to Chapter 126, Zoning, of the Birmingham City Code:

TO AMEND SECTION 3.04, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.06, O1 – OFFICE DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.07, O2 – OFFICE DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.08, P – PARKING DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.10, B2 – GENERAL BUSINESS DISTRICT, B2B – GENERAL BUSINESS DISTRICT, B2C – GENERAL BUSINESS DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.11, B3 – OFFICE-RESIDENTIAL DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.12, B4 – BUSINESS-RESIDENTIAL DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.13, MX – MIXED USE DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 9.02, DEFINITIONS: BISTRO



MEMORANDUM
Planning Division

DATE: October 1, 2018
TO: Joseph A. Valentine, City Manager
FROM: Jana Ecker, Planning Director
SUBJECT: Continuation of Public Hearing for Bistro Ordinance Amendments

At the joint City Commission/Planning Board meeting of June 19th, 2017 the issue of bistro regulations was discussed at length. There was a consensus that a review of the bistro requirements and how they relate to the various areas in which they are permitted was warranted. Additionally, Commission members saw good reason to potentially regulate bistros differently depending on the district in which they are located.

Accordingly, the Planning Board began studying the existing bistro regulations and discussing potential new regulations. Over the past year, the Planning Board studied existing bistros and discussed the goals of the bistro program in the future. On August 8, 2018, the Planning Board voted unanimously to recommend approval of the following ordinance amendments to the City Commission:

1. Section 3.04, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
2. Section 5.06, O1 – Office District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
3. Section 5.07, O2 – Office District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
4. Section 5.08, P – Parking District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
5. Section 5.10, B2 – General Business District, B2B – General Business District, B2C – General Business District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
6. Section 5.11, B3 – Office-Residential District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
7. Section 5.12, B4 – Business-Residential District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
8. Section 5.13, MX – Mixed Use District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit; and
9. Section 9.02, Definitions: Bistro.

On September 17, 2018, the City Commission held a public hearing to consider the proposed amendments to the existing bistro regulations. After much discussion, the City Commission voted to approve the amendments listed above to Articles 3 and 5, and continued the public hearing to consider the amendment of Article 9, section 9.02 to October 10, 2018. The City Commission

requested staff provide additional information on the number of seats (both indoor and outdoor) for all restaurants serving alcohol in the City. Accordingly, please find attached a chart listing details on all restaurants within the City, as well as the proposed ordinance language for the definition of a bistro for your review.

SUGGESTED ACTION:

To approve an ordinance amendment to Chapter 126, Zoning, Article 9, Section 9.02, Definitions, to amend the definition of bistro to establish a maximum of 65 seats indoors, and 65 seats outdoors for bistros located within the Downtown Overlay District and to establish a maximum of 85 seats indoors and 85 seats outdoors for bistros located within the Triangle and Rail Districts as recommended by the Planning Board on August 8, 2018.

OR

To approve an ordinance amendment to Chapter 126, Zoning, Article 9, Section 9.02, Definitions, to amend the definition of bistro to establish a maximum of ___ seats indoors, and ___ seats outdoors for bistros located within the Downtown Overlay District and to establish a maximum of ___ seats indoors and ___ seats outdoors for bistros located within the Triangle and Rail Districts.

**BIRMINGHAM CITY COMMISSION /
PLANNING BOARD JOINT WORKSHOP SESSION MINUTES
JUNE 19, 2017
DPS FACILITY, 851 SOUTH ETON
8:00 P.M.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Mark Nickita called the meeting to order at 8:00 PM.

II. ROLL CALL

PRESENT: Mayor Nickita
Mayor Pro
Tem Harris
Commissioner
Bordman
Commissioner
Boutros
Commissioner DeWeese
Commissioner
Hoff
Commissioner
Sherman
Scott Clein, Planning Board
Chairman
Stuart Jeffares, Member
Bert Koseck, Member
Janelle Whipple-Boyce, Member
J. Bryan Williams, Member

ABSENT: Robin Boyle,
Member
Gillian Lazar,
Member Lisa
Prasad,
Member
Daniel Share,
Member

ADMINISTRATION: City Manager Valentine, City Attorney Studt, Deputy Clerk Arft,
Planning Director, Ecker, Building Official Johnson

III. ITEMS FOR DISCUSSION

Mayor Nickita explained that this is a workshop session to discuss and evaluate various planning issues, with the intent to create an Action List for the Planning Board. City Manager Valentine added that more discussion will be needed on each item by the City Commission. The priorities will be determined by the Commission at a future meeting.

E. BISTRO ALLOWANCES AND RESTRICTIONS

Ms. Ecker said there has been concern expressed over the size of Bistros recently. She explained that a Bistro is defined as a restaurant with 65 seats or less, with no more than 10 of them at a bar, with a full service kitchen, low key entertainment, tables that must line the storefront, and outdoor dining. The biggest issue has been how much is too much outdoor dining. The intent when Bistros was started was to encourage outdoor dining, but it was not apparent at the time how far owners would look for creative opportunities to expand the outdoor dining. She suggested clarifications as to maximums, location, enclosures and the building code issues such as energy code, fire suppression might be needed. Parking needs are also a big concern.

Mayor Nickita added that the original concept for Bistros was just in the downtown area and that has changed. Once the area expanded to the Triangle area and Rail District, it changed the circumstance because of parking and available outdoor space.

Commissioner Bordman suggested considering different rules for different areas. The needs are different. Perhaps part of the study should be whether to have the exact same requirements in each of our districts.

Commissioner DeWeese suggested we need an intermediate level that applies in different situations. He considers this a high priority issue.

Mr. Koseck suggested that we should study the materials used and also the intent.

Commissioner Hoff agreed it is time to review the Bistro ordinance. It has developed differently than what was planned.

Mayor Nickita commented that it is time to review the ordinance.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JULY 12, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan
07-134-17**

4. Bistro Regulations

Mr. Baka recalled that In 2007 the City of Birmingham amended the Zoning Ordinance to create the bistro concept that allows small eclectic restaurants to obtain a liquor license if they have no more than 65 seats, including 10 at a bar, and low key entertainment only. Mr. Baka observed that as the bistro concept has evolved over the past 10 years, new applicants have sought creative ways to make their establishments distinctive from other restaurants and bistros in the City, and to increase the number of seats through the use of all season outdoor dining. The following issues have been raised:

- Use of Eisenglass – extends the time period outdoor dining areas are in operation which increases the number of seats for restaurant as a whole for a majority of the year;
- On-street Dining/Rooftop Dining – the use of on-street parking spaces and rooftops in addition to the sidewalk area allows the addition of larger outdoor dining areas;
- Parking Needs – the expansion of outdoor dining increases the number of people dining at the restaurant, which increases parking demand;
- Building Code Requirements – the enclosure of outdoor dining areas triggers Building Code regulations such as Energy Code compliance, fire suppression requirements, fire separation distances and exterior wall fire resistive ratings.

At the joint City Commission/Planning Board meeting of June 19, 2017 this issue was discussed at length. There seemed to be consensus that a review of the bistro requirements and how they relate to the various areas in which they are permitted is warranted. Accordingly, the Planning Division is now requesting that the Planning Board begin discussions on how these concerns should be addressed.

Mr. Williams indicated he never envisioned 10 years ago that some of the sites would be so disproportionately large based on outdoor dining. Ms. Whipple-Boyce said the bistros should be looked at from the standpoint of their locations in different districts throughout the City. Chairman Clein thought there is a need to study the general parking requirement in the MX District based on the number of outdoor dining seats. Mr. Boyle added that bistros might be incentivized there by allowing more seating outside. Further, also consider that the Triangle District is different.

Mr. Williams noted the single biggest thing the board never anticipated was the extent to which Eisenglass would provide for almost four season use.

Ms. Ecker added maybe the board doesn't mind having Eisenglass on a rainy day but they don't want to see it extend the season past November 1st through March 31st. There are two issues: the look of it, and whether it changes the character of use from seasonal to permanent.

There was consensus to look at including the opportunity for rooftop dining for bistros.

Ms. Lazar agreed the larger spaces, particularly in the MX District, might be increased. But, the neighbors may be upset if they feel there will be increased intrusion into the neighborhoods as a result. Maybe some type of parking requirement might have to be imposed. Chairman Clein thought that Residential Permit Parking might be needed in that case.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, AUGUST 9, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan
08-153-17**

STUDY SESSIONS

1. Bistro Regulations

Mr. Baka noted that in 2007 the City of Birmingham amended the Zoning Ordinance to create the bistro concept that allows small eclectic restaurants to obtain a Liquor License. Bistros are permitted in certain zone districts with a valid Special Land Use Permit ("SLUP") under several conditions. As the bistro concept has evolved over the past ten years, new applicants have sought creative ways to make their establishments distinctive from the other restaurants and bistros in the City, and to increase the number of seats through the use of all season outdoor dining.

At the joint City Commission/Planning Board meeting of June 19, 2017 the issue of clarifying bistro regulations was discussed at length. There seemed to be consensus that a review of the bistro requirements and how they relate to the various areas in which they are permitted is warranted. Additionally, Commission members saw good reason to potentially regulate bistros differently depending on the district in which they are located.

The Planning Division would like to begin to consider addressing the issues of **parking, outdoor dining** and **Eisenglass enclosures** via ordinance language changes. The following examples of potential ordinance language changes are based on two methods of regulating bistros. The thinking is that current bistros would not be impacted by what is being proposed.

The first option would be to amend Chapter 126, Zoning, to universally create development standards for bistros that would apply to all zoning districts that permit bistros. Universal regulation would ensure that the dining experience in one bistro (outside of menu, service, theme etc.) is the same as dining in any other bistro. This could mean putting a limit on outdoor seating of 40 seats for all districts, even if there is room (public property or private property) for more. Eisenglass or vinyl enclosures could be prohibited entirely as to not abuse the outdoor dining season limit set forth by the City (April-November). As for parking, requiring all bistros to include their outdoor dining square footage in parking requirements could make sure that there will be enough parking for all of those extra seats. Creating extra parking requirements, though, could also discourage outdoor seating and counteract a key intent of the Bistro Ordinance.

The second approach to clarifying bistro regulations would be to amend Chapter 126, Zoning, to create separate bistro standards depending on the bistro's location in the Downtown, Triangle or Rail Districts. In doing so separately, the City can take into account the different space and parking conditions present in different districts. Adding parking requirements, like including outdoor dining area square footage in the parking calculation, to the conditions of certain bistro

location districts could help alleviate parking issues. Outdoor dining maximums are a reasonable consideration Downtown because there is less space for a large outdoor dining area. In the Rail and Triangle Districts where street frontage is typically larger, outdoor dining maximums of 40 or 60 seats could be appropriate. Finally, Eisenglass or vinyl enclosures might be considered in some areas along the Woodward Ave. frontage of the Triangle District to alleviate the noise pollution patrons receive from the major road.

Mr. Williams thought the major focus should be that one size doesn't fit all. Mr. Jeffares commented that it would be interesting to find out how much of the lunch crowd consists of office users who are already parked in town. It was consensus that there should not be an enclosure that allows bistros to extend their outdoor dining season. The bistro concept is being pushed beyond its original boundaries.

Mr. Boyle thought they should be discussing the issue of 65 indoor seats. The board needs to review that and consider the possibility that number could go up. Then bistros could rely less on large outdoor seating and have a stronger business that doesn't tie them to 65 indoor seats.

Ms. Whipple-Boyce thought there could be implications to allowing more indoor seating. They don't want Birmingham to become an all restaurant city. She doesn't think parking is that much of a concern because when the offices clear out the restaurants become busy. Don't forget that there are many local residents who walk from their homes to the Downtown bistros. She does not want to encourage a bistro model behind the building. She likes the outdoor seating in the front of buildings to activate the sidewalk space. Look at each bistro independently and see what makes sense, rather than putting a number to it. Also, consider opportunities for rooftop dining. Maybe the districts need be viewed differently because they are different and because some of the parking situations are different.

Mr. Koseck said in his opinion the bistros are working. The intent was to attract small scale, unique establishments with a variety of different food types. Why treat the districts differently? Forty outdoor seats is fine and he doesn't want to get caught up in parking for outdoor dining. He totally thinks the outdoor dining should not be enclosed. Pick half of the number of interior seating for outdoor dining; 40 seats is fine. He would rather see three small bistros in the Rail District than one that has 150 seats.

Mr. Williams echoed that and added if seating is outdoor, it shouldn't be enclosed. The total seating ought be the combination of both indoor and outdoor. Parking generally works and the only time it doesn't is the 10 a.m. to 12 p.m. window. Lunch is problematic in the Downtown area.

Chairman Clein observed he doesn't think including parking in the count really matters. To him the issue is not so much the size of the bistros; it is that they are allowed to be wrapped in plastic and located in places the board doesn't like. Perhaps some incentives could be put forth for establishments to meet if they want to increase their outdoor dining.

Mr. Boyle hoped to find a way to make the industrial land use in the Rail District work for bistros.

Mr. Baka summarized that the board is divided on whether or not there should be a limit on the number of outside seats. Board members stated they were definitely not in favor of outdoor dining enclosures, and most of the board is leaning against adding additional parking requirements for outdoor dining seats. Nearly everyone wants to keep the districts separate. Mr. Williams added they need to look at the parking, but not Downtown.

No one from the public wanted to comment at 10:10 p.m.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, SEPTEMBER 13, 2017
City Commission Room
151 Martin Street, Birmingham, Michigan
09-175-17**

2. Bistro Regulations

Mr. Baka noted that in 2007 the City of Birmingham amended the Zoning Ordinance to create the bistro concept that allows small eclectic restaurants to obtain a liquor license. Bistros are defined in Article 09 of the Zoning Ordinance as restaurants with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining. Bistros are permitted in certain zone districts with a valid Special Land Use Permit ("SLUP") along with several conditions.

As the bistro concept has evolved over the past 10 years, new applicants have sought creative ways to make their establishments distinctive from other restaurants and bistros in the City, and to increase the number of seats through the use of all season outdoor dining.

There have been several issues raised:

- Use of Eisenglass – extends the time period outdoor dining areas are in operation which increases the number of seats for restaurant as a whole for a majority of the year;
- On-street Dining/Rooftop Dining – the use of on-street parking spaces and rooftops in addition to the sidewalk area allows the addition of larger outdoor dining areas;
- Parking Needs – the expansion of outdoor dining increases the number of people dining at the restaurant, which increases parking demand;
- Building Code Requirements – the enclosure of outdoor dining areas triggers Building Code regulations such as Energy Code compliance, fire suppression requirements, fire separation distances and exterior wall fire resistive ratings.

At the joint City Commission/Planning Board meeting of June 19, 2017 the issue of clarifying bistro regulations was discussed at length. On July 24th, 2017 the City Commission moved the review of bistros up on the Planning Board's Action List.

On August 9, 2017 the Planning Board held a study session to begin to consider addressing the issues of parking, outdoor dining and Eisenglass enclosures. Discussion revealed that the Planning Board did not support regulating the number of outdoor dining seats, or requiring additional parking for such outdoor dining areas. There was unanimous support on the board for restricting the use of enclosures on outdoor dining areas to ensure that outdoor dining is truly seasonal. There was also discussion about setting different standards for the interior number of seats in different areas.

Accordingly the draft language has been revised to provide options that would eliminate the ability to utilize enclosures year round. The language is now silent on the issues of limiting the number of outdoor seats and requiring additional parking for those seating areas.

At this time four proposed options have been added to the ordinance language:

- Permanent enclosures shall not be permitted for outdoor dining areas.

- Weather proof enclosures facilitating year around dining outdoors are not permitted.
- Outdoor dining is not permitted between November 16 and March 31.
- The use of any type of enclosure system (including but not limited to fabric, Eisenglass, vinyl panels, drapes, plant materials shall not be permitted for outdoor dining areas.

Mr. Koseck indicated that in his mind outdoor dining areas should not be framed with walls whether they are temporary or permanent. These areas were never intended to be quasi interior space. Discussion considered eliminating the date restriction and eliminating walls and plastic enclosures. People can sit outdoors on a nice winter day if they choose; however outdoor furniture must be brought inside each night and platforms have to come down in the winter. Board members thought that railings on decks in the street should be limited to 42 in. in height.

To sum up the issues that were previously discussed:

- The use of Eisenglass and the Building Code requirements of such enclosures have been covered in that outdoor dining areas must truly be outdoors, not within enclosed areas;
- The board was not interested in adding extra parking requirements for outdoor dining;
- Setting a maximum number of outdoor dining seats is not a concern as they are all SLUPs and thus subject to individual review;
- Everyone was okay with rooftop dining, but the priority is that there must be outdoor dining in the front first and foremost.
-

Mr. Jeffares was in favor of increasing the capacity of bistros for the Triangle and Rail Districts and Mr. Williams liked that concept. It was discussed that providing shared parking might be an incentive to increase inside seating from 65. However, Mr. Koseck thought that requiring shared parking complicates things. **Mr. Baka agreed to bring draft ordinance language for the next meeting.**

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JANUARY 10, 2018
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on January 10, 2018. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Janelle Whipple-Boyce, Bryan Williams Alternate Board Members Nasseen Ramin, Daniel Share

Absent: Board Member Vice-Chairperson Gillian Lazar; Student Representatives Ariana Afrakhteh, Isabella Niskar

Administration: Matthew Baka, Sr. Planner

Jana Ecker, Planning Director

Carole Salutes, Recording Secretary

01-05-18

2. Bistro Regulations

Mr. Williams rejoined the board and Ms. Ramin left.

Mr. Baka advised that recently there has been discussion between the City Commission and the Planning Board that perhaps there should be a re-examination of the bistro requirements which already began last year with several study sessions.

As the bistro concept has evolved over the past 10 years, new applicants have sought creative ways to make the establishments distinctive from other restaurants and bistros in the City, and to increase the number of seats through the use of all season outdoor dining. The following issues have been raised:

- Use of Eisenglass – Doing so extends the time period outdoor dining areas are in operation which increases the number of seats for the restaurant as a whole for a majority of the year;
- District Requirements – The Downtown District, Triangle District, and Rail District have different opportunities which could merit different requirements for bistros locating within them;
- On-street Dining/Rooftop Dining –The use of on-street parking spaces and rooftops in addition to the sidewalk area allows the addition of larger outdoor dining areas;
- Parking Needs – The expansion of outdoor dining increases the number of people dining at the restaurant, which increases parking demand;

- Building Code Requirements – The enclosure of outdoor dining areas triggers Building Code regulations such as Energy Code compliance, fire suppression requirements, fire separation distances and exterior wall fire resistive ratings.
- Incentivizing Seating Capacity Tiers – Allowing an increased amount of indoor seating and/or outdoor dining seating for bistros based upon conditional standards such as shared parking, landscaping, green space, etc.

At the joint City Commission/Planning Board meeting of June 19th, 2017 the issue of bistro regulations was discussed at length. There was consensus that a review of the requirements and how they relate to the various areas in which they are permitted is warranted. Additionally, Commission members saw good reason to potentially regulate bistros differently depending on the district in which they are located.

The Planning Board held several study sessions on this matter and potential revisions and additions to the bistro standards were discussed. Draft language was created to provide options that would eliminate the ability to utilize enclosures year-round, and would not limit the number of outdoor dining seats or require additional parking for those seating areas. There was discussion on whether or not the 65 seat limit should be revised, or whether rooftop dining should be encouraged and what an acceptable railing height is for platform decks. It was suggested that perhaps the Triangle District and Rail District could establish different standards for maximum seating. New draft language was presented that expands interior seating for bistros in the Triangle and Rail Districts to 85 seats with 15 at the bar, while interior seating for the Downtown District remains at 65. Current rooftop dining standards were deemed acceptable, but the board wished to see railings on platform decks limited to 42 in. in height.

There was not a consensus on requiring shared parking as an incentive to get more seats at the bar.

Mr. Baka discussed Chapter 126 of the Code, sections 3.04, 5.06, 5.07, 5.08, 5.10, 5.11, 5.12, 5.13 and 9.02.

Consensus was for sections 3.04, 5.06, 5.07, 5.08, 5.10, 5.11, 5.12, change "enclosed platform" to "enclosed platform with a guard rail." Also find a way to consolidate I., J., and K in section 3.04 and other sections with the same language to a more precise limitation for enclosure systems for outdoor dining areas.

Mr. Baka clarified for Ms. Whipple-Boyce that vegetation can be planted above the 42 in. railing height.

There was general support for a larger number of indoor seating allowed by right for bistros located in the Rail and Triangle Districts.

Ms. Whipple-Boyce said it has been proven now that the Class C Liquor License holders and the bistro license holders are succeeding well side-by-side. Therefore, she is very supportive of allowing 85 indoor seats in the Rail and Triangle Districts. Losing parking spaces in the summer with more on-street dining doesn't concern her.

Mr. Williams observed that the issue of bistro locations in the Rail District has not been addressed. Ms. Ecker advised that currently they are allowed anywhere within the boundaries of the Rail District with a Special Land Use Permit ("SLUP"). Mr. Williams thought a bistro would significantly adversely impact the residential and live/work areas in the neighborhood.

Ms. Whipple-Boyce agreed with establishing some boundaries. From DPS north it is pretty well developed. She would like to see a bistro somewhere south of DPS.

Mr. Jeffares was not in favor of boundaries because he would like to see all applications. Mr. Koseck agreed with Mr. Jeffares.

Mr. Williams thought maybe it is enough to say there are sensitive areas both in the Rail District and in the Triangle District that need attention whenever a SLUP comes up. Other members agreed.

Mr. Williams stated he is in favor of expanding the number of outdoor dining seats in the Rail and Triangle Districts, but is adamantly opposed to increasing them Downtown. That is where most of the Class C Licenses are and he noted that one just closed. There is no question in his mind that bistros have had an effect on some of the Class C licenses in the Downtown area.

Further, he suggested having the new rules apply to existing bistros. Ms. Ecker explained that could happen if they came back for any changes.

Board members discussed putting a maximum formula in effect for outdoor dining in relationship to indoor dining in the Rail and Triangle Districts. Mr. Share was in favor of a 200% cap there that applies to all outdoor dining, thus outdoor dining (including rooftop dining) could be no more than twice the number of interior dining seats.

Mr. Jeffares did not want a cap. He said he would rather have the Planning Board be able to make decisions on the applications vs. having strict rules and not having any applications.

The board's consensus was to see this one more time before moving forward.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, MARCH 14, 2018
Department of Public Services
851 S. Eton Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on March 14, 2018. Chairman Scott Clein convened the meeting at 7:32 p.m.

Present: Chairman Scott Clein; Board Members Stuart Jeffares, Bert Koseck, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Members Nasseen Ramin, Daniel Share; Student Representative Ellie McElroy (left at 9:07 p.m.)

Absent: Board Members Robin Boyle, Gillian Lazar; Student Representatives Madison Dominato, Sam Fogel

Administration: Matthew Baka, Sr. Planner
Brooks Cowan, Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

03-39-18

3. Bistro Regulations

Background: Mr. Baka advised that recently there has been discussion between the City Commission and the Planning Board that perhaps there should be a re-examination of the bistro requirements which already began last year with several study sessions.

Issue: As the bistro concept has evolved over the past 10 years, new applicants have sought creative ways to make the establishments distinctive from other restaurants and bistros in the City, and to increase the number of seats through the use of all season outdoor dining. The following issues have been raised:

- Use of Eisenglass – Doing so extends the time period outdoor dining areas are in operation which increases the number of seats for the restaurant as a whole for a majority of the year;
- District Requirements – The Downtown District, Triangle District, and Rail District have different opportunities which could merit different requirements for bistros locating within them;
- On-street Dining/Rooftop Dining – the use of on-street parking spaces and rooftops in addition to the sidewalk area allows the addition of larger outdoor dining areas;
- Parking Needs – the expansion of outdoor dining increases the number of people dining at the restaurant, which increases parking demand;
- Building Code Requirements – the enclosure of outdoor dining areas triggers Building Code regulations such as Energy Code compliance, fire suppression requirements, fire separation distances and exterior wall fire resistive ratings.

- Incentivizing Seating Capacity Tiers – Allowing an increased amount of indoor seating and/or outdoor dining seating for bistros based upon conditional standards such as shared parking, landscaping, green space, etc.

At the joint City Commission/Planning Board meeting of June 19th, 2017 the issue of bistro regulations was discussed at length. There was consensus that a review of the requirements and how they relate to the various areas in which they are permitted is warranted. Additionally, Commission members saw good reason to potentially regulate bistros differently depending on the district in which they are located.

The Planning Board held several study sessions on this matter and potential revisions and additions to the bistro standards were discussed. Draft language was created to provide options that would eliminate the ability to utilize enclosures year-round, and not to limit the number of outdoor dining seats or require additional parking for those seating areas. There was discussion on whether or not the 65 seat limit should be revised, or whether rooftop dining should be encouraged and what an acceptable railing height is for platform decks. It was suggested that perhaps the Triangle District and Rail District could establish different standards for maximum seating. New draft language has been presented that expands interior seating for bistros in the Triangle and Rail Districts to 85 seats with 15 at the bar, while interior seating for the Downtown District remains at 65. Current rooftop dining standards were deemed acceptable, but the board wished to see railings on platform decks limited to 42 in. in height.

On January 10, 2018 the Planning Board reviewed the latest draft ordinance language for the proposed bistro regulation changes. The board requested that the language regarding on-street platforms be adjusted so that the reference to enclosing them is eliminated. Also, eliminate permanent enclosures facilitating year-round dining outdoors. Lastly, railings on platform decks may not exceed 42 in. in height in order to create an open atmosphere where the dining adds vitality to the streetscape. Board members wanted to see the final draft language prior to setting a public hearing.

It was agreed the word "permanent" in front of "enclosures" should be eliminated.

Discussion confirmed that rooftop dining is allowable under SLUPs on a case-by-case basis. Outdoor dining on the street is excluded from the rooftop number of seats.

Motion by Mr. Williams

Seconded by Mr. Koseck to set a public hearing for April 11, 2018 to consider the proposed ordinance amendment.

There were no comments from the public at 9:18 p.m.

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Koseck, Clein, Jeffares, Ramin, Share, Whipple-Boyce

Nays: None

Absent: Boyle, Lazar

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, APRIL 11, 2018
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on March 28, 2018. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Janelle Whipple-Boyce, Bryan Williams; Member Daniel Share; Student Representative Ellie McElroy (arrived at 8:35 p.m.)

Absent: Alternate Board Member Nasseen Ramin; Student Representatives Madison Dominato, Sam Fogel

Administration: Brooks Cowan, Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

04-57-18

PUBLIC HEARING

1. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 3.04, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.06, O1 – OFFICE DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.07, O2 – OFFICE DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.08, P – PARKING DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.10, B2 – GENERAL BUSINESS DISTRICT, B2B – GENERAL BUSINESS DISTRICT, B2C – GENERAL BUSINESS DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.11, B3 – OFFICE-RESIDENTIAL DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.12, B4 – BUSINESS-RESIDENTIAL DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.13, MX – MIXED USE DISTRICT, SPECIFIC STANDARDS, BUILDING USE,
TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 9.02, DEFINITIONS: BISTRO.

The Chairman opened the public hearing at 7:34 p.m.

Ms. Ecker recalled the board has been talking about the bistro regulations for almost a year. At a joint City Commission/Planning Board on June 19, 2017 several issues came up that the Commission asked the Planning Board to look at. So, over the past several months the board has been studying this and they have agreed upon language and brought it to a public hearing tonight.

Primarily the changes were to set up two different types of bistros, keeping the standards for the number of interior seats and number of seats at the bar the same for Downtown because they are in the Parking Assessment District and there isn't an excessive amount of parking. Also, creating another section for bistros in the Rail District and Triangle District that would allow a greater number of interior seats and a greater number of seats at the bar, given the fact that they couldn't do that unless they provided the required parking.

Several other changes were made:

- Enclosures facilitating year-around dining are not permitted;
- At the suggestion of the Building Official, railings, platforms or similar barriers should not exceed 42 in. in height;
- The Building Official also suggested that the word "enclosed" be taken out and replaced with "defined" when talking about an elevated ADA compliant enclosed platform.
- The bistro standards are proposed to be added in the MX District.
- Language was added to the existing regulations with regard to the B-3 and B-4 standards on bistros: "No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats in the Downtown Overlay District, or 15 seats in the Triangle District and Rail District."

Board members were in agreement with the changes.

Motion by Mr. Williams

Seconded by Mr. Share to recommend approval of the proposed ordinance amendments to the City Commission with the changes outlined tonight.

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Share, Boyle, Jeffares, Koseck, Whipple-Boyce, Williams

Nays: None

Absent: None

The public hearing closed at 7:40 p.m.

BIRMINGHAM CITY COMMISSION MINUTES
MAY 14, 2018
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Harris called the meeting to order at 7:30 p.m.

II. ROLL CALL

ROLL CALL: Present,	Mayor Harris Mayor Pro Tem Bordman Commissioner Boutros Commissioner DeWeese Commissioner Hoff Commissioner Nickita Commissioner Sherman
Absent,	None

Administration: City Manager Valentine, City Attorney Currier, Senior Planner Baka, Communications Director Byrnes, Assistant City Planner Chapman, Planning Director Ecker, DPS Manager Filipski, Building Official Johnson, Assistant Building Official Morad, City Clerk Mynsberge, City Engineer O'Meara, Director of Public Services Wood

05-137-18 PUBLIC HEARING TO CONSIDER ZONING ORDINANCE AMENDMENTS TO BISTRO ORDINANCE

Mayor Harris opened the public hearing at 8:41 p.m.

Senior Planner Baka reviewed the joint Commission/Planning Board effort to consider possible amendments to the Bistro Ordinances, and the proposed Bistro Ordinance amendments as suggested by the Planning Board to the Commission.

Senior Planner Baka said the Planning Board recommended eliminating enclosed platforms for dining because another ordinance prohibits enclosures.

Mayor Pro Tem Bordman stated:

- If the desire is to require a platform with a railing, the language should read "platform with a railing".
- If Planning Board does not address rooftop dining so as not to encourage it, rooftop dining will be implicitly allowed by the lack of any language addressing the issue.

Planning Director Ecker explained that the Planning Board sought:

- To not be overbroad in the requirements for outdoor dining, rooftop dining, and parking for outdoor dining so as to encourage its development while still allowing its regulation through the SLUP application process.
- To maintain the difference between a smaller bistro license and a Class C license by prohibiting enclosed year-round outdoor dining for a Bistro.

Commissioner Nickita believed the prohibition on year-round outdoor dining insufficiently addresses the need to keep bistro-licensed restaurants smaller than Class C-licensed restaurants, especially since bistro licenses already technically preclude year-round outdoor dining.

Planning Director Ecker explained the Planning Board did not want to limit total outdoor seating by ordinance, but that the SLUP application process may allow the City to sufficiently limit the seating in a bistro-licensed restaurant on a case-by-case basis.

Planning Director Ecker confirmed that the proposals potentially allow bistro-licensed restaurants to have unlimited seating in the warmer months, and that this was the Planning Board's intent.

Commissioner Nickita stated:

- His concerns regarding seating capacity were enough for him to not move these amendments forward as currently proposed.
- A 42"-inch maximum rail would be sufficient, though he would like to see them smaller.
- Preventing the use of eisenglass around outdoor seating is a positive move to control seating capacity.
- It might be wise to codify platform standards.

Planning Director Ecker replied that when platforms were first discussed by the Planning Board in 2007, they decided to leave the requirements open so as not to inhibit creativity. She continued that the Commission could ask the Planning Board to revisit that, should the Commission see fit.

Commissioner Nickita clarified he does not seek to regulate design standards for platforms, but fundamental building standards such as size, materials, edge conditions, sleeper channels, non-skid texture and other related criteria.

City Manager Valentine stated that city staff can create a formalized platform standard for the Commission to review and potentially adopt.

Commissioner DeWeese said the intended benefits of the bistro were:

- Activation of the street;
- Focus on food and not alcohol; and,
- The creation of intimacy within a so-licensed restaurant.

Commissioner DeWeese continued that:

- Moving seating up to higher floors or rooftops fails to activate the street.
- He would like to see bistro licenses remain closer to their original intent.
- Different districts could potentially have different bistro requirements.

Mayor Harris suggested that the Commission could approve the proposed ordinance language and direct staff and the Planning Board to re-address outdoor seating issues.

Mayor Pro Tem Bordman said:

- A reconsideration of the outdoor seating issue may also affect the indoor capacity of a bistro-licensed establishment.
- There are enough other concerns that all proposed amendments should return to the Planning Board.

Commissioner Nickita said:

- The Planning Board should provide seating parameters, and not require the Commission to determine said parameters with every individual bistro SLUP application.
- He would be comfortable having the Planning Board review the amendments and send them back to the Commission.

Norman LePage, owner of Big Rock Chop House, voiced his support for the Commission's suggestions.

Senior Planner Baka told Mr. LePage that the bistro seating regulations increased from 65 indoor seats to 85 indoor seats in order to encourage more bistro applications in certain areas of the City.

Mayor Pro Tem Bordman told Mr. LePage that should any existing establishment come before the Commission seeking to change their SLUP bistro license, the Commission can require that the establishment come into alignment with the new bistro requirements.

Jeremy Sassoon appeared before the Commission and said:

- There should be a focus group to consider the difference between a bistro license and a Class C license.
- The City should clarify its standards for bistro licenses and other applications, because he feels he has been denied two licenses for subjective, not objective, reasons.

Joe Zane appeared before the Commission and said he would like to see bistro licenses granted in the Triangle District, even if it requires relaxing the standards a bit.

There being no further comment, Mayor Harris closed the public hearing at 9:24 p.m.

The Commission agreed to send the proposed ordinance amendments back to the Planning Board for reconsideration.

CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JUNE 13, 2018
City Commission Room

151 Martin Street, Birmingham, Michigan

06-103-18

2. Bistro Regulations

Mr. Cowan advised that as the bistro concept has evolved over the past 10 years, new applicants have sought creative ways to make the establishments distinctive from other restaurants and bistros in the City, and to increase the number of seats through the use of all season outdoor dining. At the joint City Commission/Planning Board meeting last year, the issue was discussed and there was consensus that a review of the bistro regulations is warranted.

Accordingly, the Planning Board began studying the existing bistro regulations and discussing potential new regulations. Over several months the Planning Board studied existing bistros and discussed the goals of the bistro program in the future.

On August 9, 2017 the Planning Board considered ordinance language suggesting outdoor seating on public property should not exceed 40 seats. The discussion on this topic was that some may not agree with an exorbitant amount of outdoor seating but each bistro should be reviewed on an individual basis. There was unanimous support for restricting the use of enclosures on outdoor dining to ensure that outdoor dining is truly seasonal.

On September 13, 2017 the Planning Board revisited the issue of limiting the number of outdoor seating and decided it should be reviewed on a case-by-case basis. There was also general consensus that if the board thinks the number of seats exceeds what is reasonable they will ask the applicant to change that number. Rooftop dining was also discussed and the board decided it should be reviewed on an individual basis. It was noted that outdoor dining on the street level was preferable, and if the applicant met this requirement, then the Board would generally be in support of rooftop dining.

On April 11, 2018, the Planning Board conducted a public hearing and unanimously passed a motion recommending approval of the attached ordinance amendments for bistro regulations to the City Commission. Language related to the maximum number of outdoor seats or rooftop dining was not included because the board had agreed that these should be reviewed on an individual basis.

On May 14, 2018, after reviewing the proposed changes, the general consensus from the City Commission was that they like the 42 in. rail standards as well as the rule banning year-round outdoor dining enclosures. However, the Commission did not vote on the proposal because they wanted the Planning Board to reconsider setting a limit on the number of outdoor seating allowed at bistros, and to address rooftop dining.

Therefore, as directed by the City Commission, issues for discussion related to bistro requirements include:

- Maximum number of outdoor dining seats bistros are allowed; and
- Permissible rooftop dining.
-

Ms. Ecker thought the main point that the Commission was trying to get across was they feel that with the outdoor dining being so large, it makes a bistro too close to the size of what a Class C establishment could be. Some of the existing Class C holders could potentially be upset that a bistro was morphing into a standard Class C establishment.

Ms. Whipple-Boyce thought that what the Commission would really like from the Board is to put a restriction on the number of outdoor seats in the Rail and Triangle Districts.

Mr. Koseck said he likes the quaintness and smallness of a bistro. Ms. Whipple-Boyce added that she thinks it is all about fairness to the quota license holders and she believes the Commission wants a cap on the number of outdoor seats so as not to compete with the quota license holders.

Chairman Clein noticed that there are a few bistros that have more seats outside than they are allowed to have inside, doubling their size and allowing them to get quite close to the quota license capacity.

Mr. Jeffares received confirmation that what is decided will not affect any existing bistro.

Mr. Boyle said the chart that reflects the bistros should be amended to include Whole Foods. Also, the Planning Board is being asked to make a decision because it would be fair to another license holder. That is a political decision and it should be taken up by the political body and not the Planning Board.

Chairman Clein made it clear that in his opinion the motivation of this board has not been to look at this as fairness or equity or economics. However, the motivation of the elected officials may have been that, and thus their reasoning for sending it to the Planning Board to look at it from a land planning perspective.

Ms. Whipple-Boyce proposed saying that outdoor seating for bistros should not exceed their permissible maximum indoor seating. However, Mr. Share did not see that it makes sense from a planning perspective to impose an artificial number Downtown. He likes the ability to control and react to individual situations.

It was thought that this matter can be discussed at the end of the joint Planning Board/City Commission meeting.

Mr. Jeffares did not think that long-term, rooftop dining will be a big issue because of the limited number of sites where it could exist.

Mr. Boyle said that other than Griffin Claw and Big Rock they have not seen that bistros work effectively outside of Downtown. It strikes him as odd that the board is trying to weaken the incentive for bistros in the Rail and Triangle Districts rather than improving it.

The Chairman said with respect to rooftop dining they could say that it is allowed with approval of the City Commission and provided the applicant has satisfied street level outdoor dining requirements and there is no negative impact on surrounding properties. He added they will have had the joint meeting before the next regular Planning Board meeting and will be able to make a determination on the language. The hours of operation for rooftop dining can also be discussed.

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JULY 11, 2018**

City Commission Room

151 Martin Street, Birmingham, Michigan

07-121-18

STUDY SESSION

1. Bistro Regulations

Mr. Cowan recalled that over several months the Planning Board studied existing bistros and discussed the future goals of the bistro program. One of the issues has been the number of seats that are permitted for outdoor dining. The Planning Board had determined that they wanted to review outdoor dining seating on a case-by-case basis. They sent that proposal to the City Commission; however the Commission sent it back saying that with no limit on the outdoor dining seats for bistros they felt the bistros were getting too large and felt they were competing with the Class C Liquor License holders. Also, they asked the Planning Board to review rooftop dining.

Therefore, Mr. Cowan included draft language this time stating that rooftop dining is permitted as long as adequate street-level dining is provided, as determined by the Planning Board and City Commission.

Then for the definition of Bistro, Section 9.02 he added that when located in the Triangle District or Rail District, a bistro is a restaurant that has a full service kitchen with interior seating for no more than 85 people and seating for outdoor dining of no more than 85 people. So, outdoor seating is kept equal to indoor seating.

Ms. Whipple-Boyce did not know how this proposal would be received but she thought it is a good starting place. Mr. Jeffares did not think it would hurt anything and agreed it could be tried for a bit to see how it works.

Chairman Clein agreed and noted it is abundantly clear to him that the City Commission wants a number. With respect to rooftop dining, he suggested language in paragraph 11 read that rooftop dining is permitted as long as adequate street level dining is provided and the rooftop dining will not pose any negative impact on surrounding properties as determined by the Planning Board and the City Commission.

Board members agreed to also include in paragraph 11 that rooftop dining is permitted as a portion of allowable outdoor dining.

Motion by Mr. Williams

Seconded by Mr. Share to schedule a public hearing for August 8, knowing that if staff cannot get proper notice out it will be postponed to September.

Motion carried, 7-0.

There was no audience present.

**Planning Board Minutes
August 8, 2018**

PUBLIC HEARING

The Chairman opened the public hearing at 7:33 p.m.

1. AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND SECTION 3.04, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.06, O1 – OFFICE DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.07, O2 – OFFICE DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.08, P – PARKING DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.10, B2 – GENERAL BUSINESS DISTRICT, B2B – GENERAL BUSINESS DISTRICT, B2C – GENERAL BUSINESS DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.11, B3 – OFFICE-RESIDENTIAL DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.12, B4 – BUSINESS-RESIDENTIAL DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 5.13, MX – MIXED USE DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE CONDITIONS OF THE BISTRO SPECIAL LAND USE PERMIT.

AND

TO AMEND SECTION 9.02, DEFINITIONS: BISTRO.

Ms. Ecker recalled this topic was initiated at the joint City Commission/Planning Board in June of 2017. There was discussion about putting additional regulations in place for bistros. So, over several months the Planning Board has studied existing bistros and discussed the future goals of the bistro program. One of the issues has been the number of seats that are permitted for outdoor dining. The Planning Board had determined that they wanted to review outdoor dining seating on a case-by-case basis. They sent that proposal to the City Commission; however the Commission sent it back saying they felt it was competing with the Class C Liquor License holders. Also they asked the Planning Board to review rooftop dining. The general consensus from the City Commission has been that they like the 42 in. rail standards as well as the rule banning year-round outdoor dining enclosures.

On June 13, 2018, the Planning Board considered the City Commission's request to discuss the number of outdoor dining seats bistros are allowed as well as permissible rooftop dining. The Board decided to examine language stating that outdoor seating may not exceed the number of permissible seats indoors. Also, they decided to evaluate language that would permit rooftop dining as long as adequate street level dining is provided.

On July 11, 2018 language regarding the number of permissible outdoor dining seats and rooftop dining was finalized with amendments including conditions that rooftop dining may not impact surrounding properties in a negative manner and that rooftop dining is only permitted if adequate street level dining is provided as determined by the Planning Board and City Commission. Also added was that rooftop dining seats count towards the total number of permissible outdoor dining seats.

The other change was to the definition of bistro. That limited the number of outdoor seats and also created two different size requirements depending on the district where the bistro is located. For bistros in the Downtown Overlay, no more than 65 indoor dining seats are permitted. When located in the Triangle or Rail District, a bistro is a restaurant with interior seating for no more than 85 people. Outdoor seating in all of the districts is limited to match what is allowed inside.

The Planning Board passed a motion to hold a public hearing on August 8, 2018. No public was present.

Board members reviewed the ordinance amendments and concluded that paragraph 11 in all zone districts should be changed to read "Outdoor rooftop dining is permitted . . . "

Motion by Mr. Williams

Seconded by Mr. Koseck that subject to the additional language discussed, to recommend approval to the City Commission of the amendments to Chapter 126, Zoning, of the Birmingham City Code, sections 3.04, 5.06, 5.07, 5.08, 5.10, 5.11, 5.12, 5.13 and Definitions: Bistro in section 9.02, all as set forth in the materials.

Motion carried, 7-0.

VOICE VOTE

Yeas: Williams, Koseck, Clein, Boyle, Emerine, Jeffares, Ramine

Nays: None

Absent: Share, Whipple-Boyce

The Chairman closed the public hearing at 7:45 p.m.

BIRMINGHAM CITY COMMISSION MINUTES
SEPTEMBER 17, 2018
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

09-260-18 PUBLIC HEARING – BISTRO ORDINANCE AMENDMENTS TO CHAPTER 126, ZONING OF THE BIRMINGHAM CITY CODE

Mayor Harris opened the public hearing at 9:09 p.m.

Planning Director Ecker Reviewed her September 7, 2018 memo to City Manager Valentine and explained:

- Bar seating is included in the maximum number of indoor seats.
- Any bistros with enclosures to allow year-round outdoor dining are grandfathered in.
- A special land use permit (SLUP) would allow the Commission to address the possibility of high-top tables without seats should the situation arise.
- Class C restaurants generally have at least 125 seats.

Mayor Pro Tem Bordman² shared concern about the possibility of competition between bistros and Class C restaurants since these ordinance changes allow bistros with up to 170 seats. She continued that bistros were originally intended to be intimate.

Mayor Harris closed the Public Hearing at 9:22 p.m.

Planning Director Ecker clarified:

- Class C restaurants have no restrictions on their seating numbers beyond what is determined by their SLUP.
- Outdoor rooftop dining for bistros is permitted as long as surrounding properties are not impacted in a negative manner.

Commissioner Hoff echoed Mayor Pro Tem Bordman's concerns regarding the number of potential seats being proposed for bistros.

Commissioner DeWeese said he was also concerned with the numbers, and with the possibility of encouraging nightclub-like atmospheres with these changes.

Mayor Pro Tem Bordman stated:

- Having bistros in the Rail District and the Triangle District is a fabulous idea.
- She appreciates all the work the Planning Board has done with these amendments.
- Encouraging bistros too aggressively stands to undermine Class C restaurants.

² *As amended at the October 8, 2018 Commission meeting.*

- This item should go back to the Planning Board specifically to discuss the number of allowed seats in a bistro.
- The Planning Board could also consider incentives. For instance perhaps if a bistro provides some measure of parking, they could increase their number of seats by a percent.
- Going over 65 seats defeats the whole idea of a bistro.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner DeWeese:
To approve the following ordinance amendments to Chapter 126, Zoning of the Birmingham City Code:

1. Section 3.04, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
2. Section 5.06, O1 – Office District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
3. Section 5.07, O2 – Office District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
4. Section 5.08, P – Parking District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
5. Section 5.10, B2 – General Business District, B2B – General Business District, B2C – General Business District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
6. Section 5.11, B3 – Office-Residential District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
7. Section 5.12, B4 – Business-Residential District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit;
8. Section 5.13, MX – Mixed Use District, Specific Standards, Building Use, to amend the regulations of the bistro Special Land Use Permit; and

VOTE: Yeas, 6
 Nays, 0
 Absent, 1

Commissioner Sherman stated:

- The definition of “Bistro” in Section 9.02, Definitions is concerning because it treats bistros as larger than Class C restaurants for nine months out of the year.
- He was on the Commission when bistro licenses were developed and making them larger than Class C restaurants was never the intention.
- Very few sites would justify a 65-seat outdoor capacity.
- The following changes could be made to the proposed ordinance:
 - Bistro: When located in the Downtown Overlay District, a restaurant with a full service kitchen with interior seating for no more than 65 people and seating for outdoor dining ~~of no more than 65 people~~. When located in the Triangle District or Rail District, a restaurant with a full service kitchen with interior seating for no more than 85 people and seating for outdoor dining ~~of no more than 85 people~~.
- Then the Planning Board should consider a smaller number for outdoor dining.

Mayor Pro Tem Bordman replied that 85 indoor seats is still too large for a bistro. She suggested keeping bistros at 65 indoor seats in all areas, and sending it back to the Planning Board for the outdoor numbers.

Planning Director Ecker said the Planning Board is strongly against putting any limit at all on outdoor seating. The proposed limit of 85 was to address the Commission's previous concerns. If the Commission desires to go in a specific direction, the Planning Board has given their input.

Commissioner Sherman asked for a list of current bistros and their indoor/outdoor seating numbers.

Mayor Pro Tem Bordman said she would also like Class C restaurants included on that list.

Commissioner Boutros recalled a Class C restaurant owner in the Triangle District speaking in support of the proposed SLUP for a large bistro in the Triangle District when the issue came before the Commission. Because of this he suggested the Commission should choose the number of seats they are comfortable with.

Mayor Pro Tem Bordman said she would like to see other numbers before the Commission makes a decision.

Commissioner Sherman commented that the Commission's job is not to protect the legacy license holders, but to serve the best interest of the community as a whole.

Commissioner DeWeese suggested the Planning Board could recommend incentives for bistros in the Rail and Triangle Districts.

Planning Director Ecker said:

- She would bring back the information regarding seating.
- If no changes are made to 9.02 this evening, bistros will remain limited to 65 seats for now.

City Manager Valentine clarified:

- This year's application deadline for bistro applications is October 1, 2018.
- The proposed ordinance changes will be in effect when the applications come in, with the exception of the maximum capacity on outdoor dining.
- Applicants will be advised as to the changes in the bistro ordinances when they submit their applications.

Commissioner Sherman said it would not be an issue because the bistro applications are concept plans, not approvals, which means the Commission will have a bit more time.

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Bordman:
To continue the public hearing until October 8, 2018.

VOTE:	Yeas,	6
	Nays,	0
	Absent,	1

**City Commission Minutes
October 8, 2018**

**10-275-18 CONTINUATION OF PUBLIC HEARING FOR BISTRO ORDINANCE
AMENDMENTS**

Mayor Pro Tem Bordman suggested postponing this item due to the size of the agenda.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:

To continue the public hearing for Bistro Ordinance Amendments to December 3, 2018.

VOTE: Yeas, 6
Nays, 0
Absent, 1

Bistro Approved Site Plan Seat Comparison - 2018

Bistro Licenses	Address	Not In Use		Approved Indoor Seats		Approved Outdoor Seats			Approved Total Seating		
		Liquor License	Sq. Ft.	Floor	Bar	Public Property	Dining Platform	Private Property	Indoor	Outdoor	Establishment
Adachi Sushi	325 S. Old Woodward	Bistro LL	1,072	55	10	0	0	62	65	62	127
Bella Piatti	167 Townsend	Bistro LL	2,212	52	10	6	22	0	62	28	90
Birmingham Sushi Café	377 Hamilton Row	Bistro LL	2,100	65	0	0	24	0	65	24	89
Café Via (Closed)	310 E. Maple	Bistro LL	N/A	56	8	0	0	69	64	69	133
Churchills Bistro & Cigar Bar	116 S. Old Woodward	Bistro LL	900	56	9	0	0	8	65	8	73
Elie's Mediterranean Grill/Bar	263 Pierce	Bistro LL	N/A	55	8	6	20	0	63	26	89
La Strada Café	243 E. Merrill	Bistro LL	2,900	42	0	0	10	4	42	14	56
Luxe Bar & Grill	525 N. Old Woodward	Bistro LL	N/A	50	10	12	0	0	60	12	72
Mad Hatter Café	185 N. Old Woodward	Bistro LL	2,583	50	8	0	22	0	58	22	80
Market North End	474 N. Old Woodward	Bistro LL	N/A	54	10	0	0	44	64	44	108
Salvatore Scallopini	505 N. Old Woodward	Bistro LL	N/A	60	4	36	0	0	64	36	100
Social Kitchen & Bar	225 E. Maple	Bistro LL	N/A	54	10	0	0	86	64	86	150
Tallulah Wine Bar & Bistro	155 S. Bates	Bistro LL	2,200	44	10	0	42	0	54	42	96
Toast	203 Pierce	Bistro LL	N/A	56	9	24	28	0	65	52	117
Townhouse	180 Pierce	Bistro LL	N/A	42	10	62	0	0	52	62	114
Outside PSD											
Bistro Joe's	34244 Woodward	Bistro LL	N/A	50	10	0	0	60	60	60	120
Forest Grill	735 Forest	Bistro LL	2,776	54	10	30	0	0	64	30	94
Maple Road Taproom (Whole Foods)	2100 E. Maple	Bistro LL	760	28	8	0	0	33	36	33	69

**CITY OF BIRMINGHAM
ORDINANCE NO. __**

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 3, SECTION 3.04(C)(10), SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE REGULATIONS FOR A BISTRO IN THE DOWNTOWN OVERLAY DISTRICT.

3.04 Specific Standards

C. Building Use

10. Bistros: Bistros are permitted with a valid Special Land Use Permit with the following conditions:
 - A. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
 - B. Alcohol is served only to seated patrons, except those standing in a defined bar area;
 - C. No dance area is provided;
 - D. Only low key entertainment is permitted;
 - E. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
 - F. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1 foot and 8 feet in height;
 - G. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
 - H. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed **defined** platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 - I. **Enclosures facilitating year round dining outdoors are not permitted.**
 - J. **Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.**
 - K. **Rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.**

ORDAINED this _____ day of _____, 2018 to become effective 7 days after publication.

Andrew Harris, Mayor

Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM
ORDINANCE NO.

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 5, SECTION 5.06(A), O1 – OFFICE DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE REGULATIONS FOR A BISTRO IN THE O1 DISTRICT.

5.06 O1 District

- A. Bistros: Bistros are permitted with a valid Special Land Use Permit with the following conditions:
1. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats **in the Downtown Overlay District, or 15 seats in the Triangle District and Rail District;**
 2. Alcohol is served only to seated patrons, except those standing in a defined bar area;
 3. No dance area is provided;
 4. Only low key entertainment is permitted;
 5. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
 6. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1 foot and 8 feet in height;
 7. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
 8. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed **defined** platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 9. **Enclosures facilitating year round dining outdoors are not permitted.**
 10. **Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.**
 11. **Rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.**

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THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 5, SECTION 5.07(A), O2 – OFFICE COMMERCIAL DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE REGULATIONS FOR A BISTRO IN THE O2 DISTRICT.

5.07 O2 District

- A. Bistros: Bistros are permitted with a valid Special Land Use Permit with the following conditions:
1. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats **in the Downtown Overlay District, or 15 seats in the Triangle District and Rail District;**
 2. Alcohol is served only to seated patrons, except those standing in a defined bar area;
 3. No dance area is provided;
 4. Only low key entertainment is permitted;
 5. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
 6. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1 foot and 8 feet in height;
 7. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
 8. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed **defined** platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 9. **Enclosures facilitating year round dining outdoors are not permitted.**
 10. **Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.**
 11. **Rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.**

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THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 5, SECTION 5.08(A), P – PARKING DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE REGULATIONS FOR A BISTRO IN THE P DISTRICT.

5.08 P District

- A. Bistros: Bistros are permitted with a valid Special Land Use Permit with the following conditions:
1. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats **in the Downtown Overlay District, or 15 seats in the Triangle District and Rail District;**
 2. Alcohol is served only to seated patrons, except those standing in a defined bar area;
 3. No dance area is provided;
 4. Only low key entertainment is permitted;
 5. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
 6. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1 foot and 8 feet in height;
 7. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
 8. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed **defined** platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 9. **Enclosures facilitating year round dining outdoors are not permitted.**
 10. **Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.**
 11. **Rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.**

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CITY OF BIRMINGHAM
ORDINANCE NO.

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 5, SECTION 5.10(B), B2 – GENERAL BUSINESS DISTRICT, B2B – GENERAL BUSINESS DISTRICT, B2C – GENERAL BUSINESS DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE REGULATIONS FOR A BISTRO IN THE B2B DISTRICT.

5.10 B2 District, B2B District, B2C District

- B. Bistros: Bistros are permitted with a valid Special Land Use Permit with the following conditions:
1. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats **in the Downtown Overlay District, or 15 seats in the Triangle District and Rail District;**
 2. Alcohol is served only to seated patrons, except those standing in a defined bar area;
 3. No dance area is provided;
 4. Only low key entertainment is permitted;
 5. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
 6. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1 foot and 8 feet in height;
 7. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
 8. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, ~~enclosed~~ **defined** platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 9. **Enclosures facilitating year round dining outdoors are not permitted.**
 10. **Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.**
 11. **Rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.**

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THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 5, SECTION 5.11(A), B3 – OFFICE-RESIDENTIAL DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE REGULATIONS FOR A BISTRO IN THE B3 DISTRICT.

5.11 B3 District

- A. Bistros: Bistros are permitted with a valid Special Land Use Permit with the following conditions:
1. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats **in the Downtown Overlay District, or 15 seats in the Triangle District and Rail District;**
 2. Alcohol is served only to seated patrons, except those standing in a defined bar area;
 3. No dance area is provided;
 4. Only low key entertainment is permitted;
 5. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
 6. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1 foot and 8 feet in height;
 7. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
 8. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed **defined** platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.
 9. **Enclosures facilitating year round dining outdoors are not permitted.**
 10. **Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.**
 11. **Rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.**

ORDAINED this _____ day of _____, 2018 to become effective 7 days after publication.

Andrew Harris, Mayor

Cherilynn Mynsberge, City Clerk

CITY OF BIRMINGHAM
ORDINANCE NO.

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 5, SECTION 5.12(B), B4 – BUSINESS-RESIDENTIAL DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO AMEND THE REGULATIONS FOR A BISTRO IN THE B4 DISTRICT.

5.12 B4 District

B- Bistros: Bistros are permitted with a valid Special Land Use Permit with the following conditions:

1. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats **in the Downtown Overlay District, or 15 seats in the Triangle District and Rail District;**
2. Alcohol is served only to seated patrons, except those standing in a defined bar area;
3. No dance area is provided;
4. Only low key entertainment is permitted;
5. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
6. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1 foot and 8 feet in height;
7. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
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9. **Enclosures facilitating year round dining outdoors are not permitted.**
10. **Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.**
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CITY OF BIRMINGHAM
ORDINANCE NO.

THE CITY OF BIRMINGHAM ORDAINS: AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 5, SECTION 5.13, MX(C) – (M) – MIXED USE DISTRICT, SPECIFIC STANDARDS, BUILDING USE, TO ADD REGULATIONS FOR A BISTRO IN THE MX DISTRICT AND RENUMBER REGULATIONS FOLLOWING (C).

5.13 MX District

- A. Alcoholic Beverage Sales: Alcoholic beverage sales for consumption off the premises in conjunction with grocery stores, drugstores, party stores and delicatessens is permitted.
- B. Automobile Rental Establishment: An automobile rental establishment is permitted provided all vehicles are stored in a public or private parking garage
- C. **Bistros: Bistros are permitted with a valid Special Land Use Permit with the following conditions:**
 - 1. **No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 15 seats**
 - 2. **Alcohol is served only to seated patrons, except those standing in a defined bar area;**
 - 3. **No dance area is provided;**
 - 4. **Only low key entertainment is permitted;**
 - 5. **Bistros must have tables located in the storefront space lining any street, or pedestrian passage;**
 - 6. **A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1 foot and 8 feet in height;**
 - 7. **All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and**
 - 8. **Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, defined platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.**
 - 9. **Enclosures facilitating year round dining outdoors are not permitted.**

10. **Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.**
11. **Rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.**

~~G.~~ **D.** Dwelling – Accessory: Residential units located in accessory structures are permitted provided that the residential units meet the minimum unit requirements identified in each two-page layout in Article 2. Where there is a conflict between this provision and the requirements of Section 4.02, this section shall take precedent.

~~D.~~ **E.**

~~E.~~ **F.**

~~F.~~ **G.**

~~G.~~ **H.**

~~H.~~ **I.**

~~I.~~ **J.**

~~J.~~ **K.**

~~K.~~ **L.**

~~L.~~ **M.**

~~M.~~ **N.**

ORDAINED this _____ day of _____, 2018 to become effective 7 days after publication.

Andrew Harris, Mayor

Cherilynn Mynsberge, City Clerk

**CITY OF BIRMINGHAM
MICHIGAN**

**NOTICE OF PUBLIC HEARING
DECEMBER 3, 2018
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

NOTICE IS HEREBY GIVEN THAT the City of Birmingham's City Commission will hold a public hearing on the use of Community Development Block Grant Funds. The Hearing will be held on Monday, December 3, 2018 at 7:30 p.m., or as soon thereafter as the agenda will permit in the Commission Room at the City's Municipal Building, 151 Martin Street, Birmingham, MI 48009 for the purpose of hearing public comments on the Community Development Block Grant (CDBG) Program Year 2019 application in the approximate amount of \$33,621 to fund eligible projects. **All interested citizens are requested to attend the Hearing. Comments will also be received in writing or in person at the City Clerk's Office, 151 Martin Street, Birmingham, MI 48009 until 5:00 p.m., December 3, 2018.**

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 requieran 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).

J. CHERILYNN MYNSBERGE, City Clerk
City Clerk's Office

Publish: November 18, 2018



MEMORANDUM

Finance Department

DATE: November 26, 2018

TO: Joseph A. Valentine, City Manager

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

SUBJECT: 2019 Community Development Block Grant Application
Public Hearing

INTRODUCTION:

The purpose of the December 3, 2018 public hearing is to: receive citizen input regarding the 2019 Program Year Community Development Block Grant (CDBG) program; make a determination of eligible project(s) to be pursued; and determine the amount of funds to be allocated to each project.

BACKGROUND:

The CDBG program is a U.S. Department of Housing and Urban Development (HUD) program that provides funds annually to entitlement jurisdictions. CDBG funds housing, public facility and public service activities that benefit low-income households and persons with special needs. Oakland County receives CDBG funds as an "urban county". Participating communities must join with the County to receive CDBG funding. The City of Birmingham has been a participant of the CDBG program for over 28 years.

The City of Birmingham has been given a planning allocation of \$33,621, which is the same as last year's revised allocation. Funding requests from NEXT (formerly the Birmingham Area Seniors Coordinating Council (BASCC)) have been received. The following schedule lists the projects with the amount of funding received last year; this year's eligible funding requests and a staff recommendation:

	<u>Original 2018</u>	<u>Revised 2018</u>	<u>Requested 2019</u>	<u>Recommended 2019</u>
Public Service Activity:				
Yard Services	\$ 6,306.00	\$ 6,786.30	\$ 6,786.30	\$ 6,786.30
Senior Services	3,300.00	3,300.00	3,300.00	3,300.00

Removal of Architectural Barriers:

Tennis Bubble – Retrofit front door entrance to comply with ADA standards	22,414.00	23,534.70	-0-	-0-
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Adams Fire Station – Retrofit front door entrance to comply

with ADA standards	<u>-0-</u>	<u>-0-</u>	<u>23,534.70</u>	<u>23,534.70</u>
Total	<u>\$32,020.00</u>	<u>\$33,621.00</u>	<u>\$33,621.00</u>	<u>\$33,621.00</u>

Under CDBG guidelines communities may only spend a maximum of 30% of their 2019 funding allocation on public service activities. For Birmingham the 30% allocation totals \$10,086.30, which is the amount requested by NEXT under the public services category. NEXT’s request includes \$6,786.30 for yard services and \$3,300 for senior services to help defray the expenses involved in the overall operations of NEXT’s outreach program. It is recommended that funding for senior services and yard services be approved for this grant.

The City in the past has utilized CDBG funds to remove architectural barriers at public facilities to meet Americans with Disabilities Act (ADA) standards. This year it is proposed to continue utilizing a portion of CDBG funds for barrier-free improvements. As such, funding totaling \$23,534.70 has been recommended to be approved for barrier-free improvements at the City’s Adams Fire Station to provide automated door openers and entrance modifications, if needed, to the front door of the facility.

Federal regulations governing the public hearing require: the public hearing to first be opened to the public for comment; after public comment, the public hearing should then be closed; **after the public hearing has been closed, the City Commission may then discuss the application and take action by roll call vote.** If a City Commissioner is a board member of NEXT, they should abstain from discussion or voting on this item.

At the close of the public hearing, the eligible projects are required to be identified, along with the approved funding allocations. The mayor should also be authorized to sign the completed application and conflict of interest certification on behalf of the City. The completed application and certification are required to be submitted to Oakland County no later than Friday, December 14, 2018.

LEGAL REVIEW:
No legal review required.

FISCAL IMPACT:
No impact this fiscal year. The amount approved will be included in the 2019-2020 annual budget.

SUMMARY:
It is suggested that the City Commission approve the allocation of CDBG funds as proposed above, that the Finance Director prepare the 2019 Community Development Block Grant application and conflict of interest certification according to those funding allocations, and that the mayor be authorized to sign the application and conflict of interest certification.

- ATTACHMENTS:
1. Proposed Summary of Application Funding
 2. Conflict of Interest Certification
 3. Pictures of Adams Fire Station door to be retrofitted under the CDBG application

SUGGESTED RESOLUTION: To authorize the Finance Director to complete the 2019 Program Year Community Development Block Grant application and conflict of interest certification and to authorize the mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the City and submit them to Oakland County. The project(s) to be included in the application and the respective allocations of Community Development Block Grant Funds are as follows:

	APPROVED <u>2019**</u>
1. Public Services – Yard Services	\$ 6,786.30
2. Public Services – Senior Services	3,300.00
3. Remove Architectural Barriers – Retrofit Adams Fire Station entrance doors to comply with ADA standards	<u>23,534.70</u>
TOTAL	<u>\$ 33,621.00</u>

**** (TO BE DETERMINED BY THE CITY COMMISSION AT THE DECEMBER 3, 2018 MEETING)**

PY 2019 CDBG APPLICATION - PART 1

(COMPLETE PART 1 ONCE)

1. Applicant Information						
Community:	CITY OF BIRMINGHAM					
PY 2019 CDBG Planning Allocation:	\$33,621					
Contact Person:	Mark Gerber					
Telephone:	(248) 530-1814					
Best time to contact:	Monday-Friday, 8am-5pm					
DUNS #:	07-423-9450					
Copy of current SAMS attached (Yes or No):	Yes					
If No, Explain:						
Is community subject to Single Audit? (Yes or No):	No					
2. PY 2019 CDBG Proposed Projects						
SAMPLE - Project #1				Name	Code Enforcement	Allocation: \$80,834
Project:	#1	Name:	Removal of Architectural Barriers #731619	Allocation:	\$23,534.70	
Project:	#2	Name:	Yard Services #732170	Allocation:	\$6,786.30	
Project:	#3	Name:	Senior Services #731712	Allocation:	\$3,300.00	
Project:	#4	Name:		Allocation:	\$	
Total # of Projects:				3		
# of Public Service Projects:				2		
Public Service %:				30%		
3. Signature of Highest Elected Official (or Designee)						
Name of HEO or Approved Designee:				Patricia Bordman		
Title of HEO or Approved Designee:				Mayor		
Signature of HEO or Designee:						

CONFLICT OF INTEREST CERTIFICATION

Code of Federal Regulations Title 24, Volume 3 Revised as of April 1, 2004 CITE: 24CFR570.611

TITLE 24--HOUSING AND URBAN DEVELOPMENT CHAPTER V--OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HUD
Part 570 Community Development Block Grants Subpart K Other Program Requirements
Sec. 570.611 Conflict of interest

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation: (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable: (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available; (ii) Whether an opportunity was provided for open competitive bidding or negotiation; (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question; (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section; (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (vii) Any other relevant considerations. By applying for CDBG funds, the Participating Community certifies that they have read the above:

Community Name:	City of Birmingham, Michigan
Name of Highest Elected Official (HEO) and Title:	Patricia Bordman, Mayor
Signature of HEO or Designee:	<hr/> Signature/Title

Birmingham Adams Fire Station
572 S. Adams Road
Birmingham, MI 48009









Blood Pressures
Weekdays 1-3 pm

OPEN DOOR
WHEN BUZZER
SOUNDS



TO GAIN ENTRY USE RED PHONE TO YOUR LEFT
NON-EMERGENCY BUZZER









MEMORANDUM

Finance Department

DATE: November 21, 2018

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: 48th District Court FY 2019 Budget and Michigan Indigent Defense Commission

INTRODUCTION:

Every year the 48th District Court prepares an annual budget which must be approved by the four funding units: City of Birmingham, City of Bloomfield Hills, Bloomfield Township, and West Bloomfield Township. Additionally, the Department of Licensing and Regulatory Affairs approved the first four minimum standards for indigent criminal defense systems in the State of Michigan. Funding units are required to submit plans to implement and comply with these standards.

BACKGROUND:

2019 Budget

In accordance with the 1985 agreement, revenues and Court expenditures are allocated to the four control units, which include the cities of Birmingham and Bloomfield Hills and the townships of Bloomfield and West Bloomfield, in the same proportion as the number of cases arising from each unit. At the end of each calendar year following the Court's audit, an adjustment is made for the difference between those amounts advanced based on the estimate and the actual caseload of each control unit under the agreement as well as the court revenue.

Four municipal governments fund the budget of the 48th District Court: City of Birmingham, City of Bloomfield Hills, Bloomfield Township, and West Bloomfield Township. The expenditure budget of the court is allocated to each municipality based on that municipality's percentage of the total case load of the court. The City's percentage of the total court caseload was 28.72% in calendar year 2017 and is expected to remain approximately the same in 2018 at 28.54%. Revenue generated by the court is also distributed to each municipality based on the percentage of caseload, except for cost of prosecution reimbursements which are specific to each municipality.

Attached is the proposed 2019 budget for the 48th Judicial District Court. In total, the Court is requesting an operating budget of \$4,554,038 which represents a decrease of \$116,882, or 2.5%, from the 2018 budget. Decreases are proposed for salaries, benefits and operations, while professional fees, court expenses, and equipment & capital are proposed to increase.

Salaries: For 2019 salaries are proposed to decrease \$79,582, or 4.5%, from the 2018 budget.

Benefit Expenses: This budgeted category is proposed to decrease by \$54,400, or 4.8% from the 2018 budget. The decrease is the result of a decrease in medical insurances which was partially offset by an increase in other post-employment benefit (OPEB) contributions.

Operating Expenses: For 2019, operating expenses are proposed to decrease by \$99,300, or 7.7% from the 2018 budget. This is primarily the result of a decrease in information system expenses of \$38,800 and approximately \$100,000 in payroll taxes which are included in the salaries budget category for 2019. This was partially offset by an increase in office supplies of \$11,000 and a \$25,000 increase in building maintenance and janitorial.

Professional Fees: Overall this budgeted category is proposed to increase by \$1,900, or 1.5%, from 2018's budget as a result of increase in audit expense which was partially offset by a decrease in other consultant and professional services.

Court Expenses: This category is proposed to increase \$35,500, or 16.7%, as a result of an increase in court security of \$25,000 and an increase in library/dues/certifications of \$9,000.

Equipment & Capital: Expenditures for this category are proposed to increase by \$79,000, or 71.2%, as a result of an increase in equipment rental of \$9,000 and an increase in capital expenditures of \$70,000.

Michigan Indigent Defense

On May 22, 2017, the Department of Licensing and Regulatory Affairs approved the first four minimum standards for indigent criminal defense systems in the State of Michigan. Local funding units are required to develop plans to implement these standards and have procedures in place to comply with them in the future. A portion of the compliance costs will be funded from the state with the remaining share from the local controlling units. Since there are four funding units for the 48th District Court, it makes sense that the Court should administer this implementation on behalf of all the funding units.

LEGAL REVIEW:

No legal review is not required.

FISCAL IMPACT:

The City's percent of total projected caseload for 2018 (28.54%) is about the same as 2017's actual caseload percentage (28.54%). Assuming the City funds the Court's 2019 budget at the same percentage as the projected 2018 caseload of 28.54%, the City would advance the Court \$1,299,722. No projected revenues were available from the Court for 2018 or 2019. In calendar year 2017 the City received revenues of \$1,168,187 from the Court and was allocated \$1,255,859 in Court expenditures (including funding for retiree health care costs) for a net cost of \$87,672.

This budget does not include security and building improvements which are currently in the process of procurement. These improvements will be brought to the City Commission at a later date for approval.

SUMMARY:

It is recommended to approve the 48th District Court budget as submitted and to authorize the court to administer the Michigan Indigent Defense Commission program on behalf of the City.

ATTACHMENTS:

1. 48th District Court Proposed Budget for FY 2019

SUGGESTED RESOLUTION: To receive the 2019 proposed budget from the 48th District Court, to approve the budget as submitted; and further, to authorize the 48th District Court to administer the Michigan Indigent Defense Commission Program on behalf of the City.

State of Michigan
48th District Court

Bloomfield Hills, MI 48302

2019 Budget

Proposed

THE COURT IN REVIEW

OVERVIEW

The 48th District Court serves the Charter Townships of Bloomfield and West Bloomfield, and the Cities of Birmingham, Bloomfield Hills, Keego Harbor, Orchard Lake Village and Sylvan Lake. The jurisdictions that fund the Court, per their own agreement, are: Bloomfield Township, West Bloomfield Township, Birmingham and Bloomfield Hills. The political subdivisions of Keego Harbor, Orchard Lake and Sylvan Lake use the Court's resources and receive reimbursements, after completion of the Court's annual audit. The role of the District Courts within the Judiciary, as defined by the Michigan Legislature in 1968, is to provide an independent third branch of government over:

- Arraignments – advising defendants of their rights, the pending charge(s) and the setting of bond in misdemeanor & felony cases.
- Misdemeanors – criminal cases punishable by imprisonment, not exceeding one year, written under state law or local ordinance. This includes: Operating While Intoxicated (1st and 2nd), Domestic Violence, Assault/Battery, Drug Possession, Stalking, Illegal Entry, Driving While License Suspended, etc. and all violations of probation for these cases.
- Preliminary Examinations – in felony cases. A preliminary exam is a hearing where testimony is heard for the judge to determine whether there is probable cause that a crime has been committed and that the defendant committed the crime. If the judge so finds, the case is bound over to the Circuit Court.
- Felony Pleas
- Civil Lawsuits – claims where the amount in controversy does not exceed \$25,000.
- Landlord/Tenant Disputes – hearings, which include eviction proceedings, land-contract and mortgage forfeitures.
- Small Claims – claims where the amount in controversy does not exceed \$6000 and litigants represent themselves.
- Civil Infractions – includes all informal and formal hearings.
- Search Warrants – Judges and Magistrates on call 24 hours a day.

The budget of the 48th District Court has two separate and distinct components. The first deals with caseload and monetary funds received by the Court. Fines and costs are assessed as appropriate within the law. Funds received by the Court are subsequently distributed to the State, the County and local funding units. Distributions to the four funding units were formerly made on a quarterly basis, and as of mid-2018, the funding units receive monthly distributions.

The second component of this budget analyzes the expenses incurred for the operation of the Court. The Court submits a lump-sum budget comprised of six account groupings. Any surplus is returned to the funding units upon completion of the annual external audit. Per the anticipated projections, the Court again will come in under budget for 2018 and will return a surplus to the funding units. Funds used to maintain the operation of the Court are reviewed and approved through an annual budget process with the funding units. Once approved, the funding units advance the Court monetary funds for operation on a quarterly basis, per the parameters decided by the funding units.

COURT OPERATIONS

The Judges and the entire staff of the 48th District Court understand the difficult budget issues facing all municipalities, courts, families and individuals. In preparing this budget, we continue to strive to ensure that public funds are used in the most efficient manner possible by reducing costs and maintaining a high standard of service, while honoring our constitutional duty to serve the public. The figures and data presented highlight the Court's commitment to the efficient use of the public's resources.

- Judicial caseload
 - Several years ago, the District Court's criminal jurisdiction over certain case types such as retail fraud, MDOP, and larceny from building, changed from \$100 to \$1000. Judges and staff must devote a significantly higher amount of time to these types of cases.
- The requirements relative to case disposition have changed.
 - The judges and the 48th District Court must submit quarterly reports to the State Court Administrator's Office (SCAO) regarding the disposition of cases and all matters submitted before them. They are effectively meeting or exceeding the guidelines specified by the Michigan Supreme Court.
- Magistrates handle arraignments, small claims cases, informal hearings and weddings, on a part-time basis. They are paid from the Court's General fund, but do not receive any benefits from the Court. The judges handle arraignments when the magistrates are not at the Court.
- Collections –
 - The judges and staff of the Court are diligent in collecting fines and costs at the time of sentencing.
 - The Court has a closely monitored Collection System for delinquent civil infractions. The goal of the program is to enforce outstanding court orders and close old cases. Since the implementation of the program, the Court has collected in excess of \$2 million in revenue. The program is monitored with extreme efficiency at a minimal cost.
 - In 2014, the Court added another component to its Collection Program effort. Cases meeting certain criteria are forwarded to the Michigan Department of Treasury for tax garnishment. If a defendant is due an income tax refund, but has the garnishment order in place, money is forwarded to the Court from the State of Michigan.

EXPENSES, REDUCTIONS & COURT IMPROVEMENTS

PERSONNEL

Knowing that employee salaries and benefits account for a substantial portion of its expenses, the Court has made significant changes over the past decade. We feel confident that these changes and amendments have set a foundation, which will serve to save costs well into the future.

Building Lease

The Court's building lease with Bloomfield Township was renewed in November 2016. Court Administration invested time analyzing the building, as well as assessing operational needs, in preparation for negotiations with the landlord, Bloomfield Township. The majority of the Court building is 30 years old; while an addition is 17 years old. Functional elements such as: heating and cooling (HVAC), plumbing, electrical and the roof have reached or exceeded their useful life. Structural components such as windows, entryways, and the parking lot need repairs and/or replacement. Cosmetic upgrades and replacement are needed for carpet, walls and offices due to normal wear and tear. The new lease takes all of these concerns into consideration. Given the large number of improvements needed, it is not financially feasible for the Court to conduct them all in one fiscal year. Therefore, Bloomfield Township created a "Building Improvement Fund" for the Court's needs. The Court will deposit a fixed amount of \$44,750 into the fund annually. Projects will be completed in a chronological order, based on prioritized need and will be subsidized by this account. This fixed cost appears in the "Operating Expense" section of the 2019 Budget.

OPERATION & SECURITY

The Court has reached a point where maintenance costs for certain aspects of Court operation are exceeding the replacement costs. Recognizing that not all of these needs necessarily fall under the scope of the building lease, the Court anticipates investing in these items through the general fund. All due diligence is exercised in assessing the Court's needs, while operating within the budget and maintaining high standards for fulfilling the Court's obligation to the public. Areas we have deemed the highest priority are technology and security.

Heightened security measures, both inside and outside of the building, are mandatory to protect the judges, staff and the public that visits the courthouse. During 2017-2018, the Court upgraded security cameras and security access at the Court building by installing a secured parking lot for all Court staff. The funding units have already approved a separate security plan and budget to be implemented in 2018-2019 for modifications, which include expanding the Court's entryway to allow for enhanced security checkpoints and additional security enhancements.

SPECIAL PROGRAMS & SERVICES

- **Cost Of Prosecution** – The law allows for the Court to collect on the cost of prosecution for Operating While Intoxicated (OWI) cases when requested by the prosecutor. Once collected, these funds are reimbursed, in full, directly to the appropriate municipality.
- **Restitution** – In proceedings involving individual or business victims, the Court collects the restitution from the defendant and forwards it to the crime victim. Since 2010, the Court forwarded over \$500,000 to individuals/businesses who have been victims of theft, embezzlement, fraud, property destruction, medical injuries, auto damage, etc.
- **OAK.gov Credit Card Processing** – The Court utilizes Oakland County’s online services to accept credit card payments both within the courthouse and on the Court’s website.
- **Website** – The Court’s website, <http://48thdistrictcourt.us>, is an extremely user-friendly and informative site. Users are able to easily access general information about the Court, as well as print necessary court forms. The Court’s website provides convenient and easy access for credit card payments through Oak.gov Credit Card Processing. The website reduces the number of telephone calls received by the clerks and reduces the foot traffic inside the courthouse, allowing the clerks to utilize their time more efficiently.
- **WWAM & Community Service** – Weekend and Weekday Alternative for Misdemeanants – The WWAM program is an alternative to incarceration where sentenced defendants use their skills to help community groups by performing work on a supervised crew. In addition to WWAM, appropriate defendants are sentenced to perform other acts of community service benefiting local non-profit groups such as food banks, soup kitchens, shelters, hospitals, schools, etc.
- **Probation Oversight Program** – The Court employs an intensive Probation Oversight program for alcohol and drug related offenses that include intensive treatment, counseling, education, 12-step programs, aggressive testing requirements and more. Individuals are referred to drug and alcohol treatment facilities. Other crimes such as domestic violence, assault and battery, theft, driving while license suspended, etc., are also supervised by the probation department to ensure the safety of the public, rehabilitation and compliance with the courts’ order.
- **Serving the Community** – In addition to serving as judges at the 48th District Court, each individual judge strives to use the Court as a tool to educate our young people about making positive choices regarding drug and alcohol use and criminal activity. The judges also host an annual “Constitution Day” to educate our middle school students about the Bill of Rights.

- Judge Marc Barron presides over the “*Teen Court*” program, which allows high school students from local schools to take an active role in the Court process by handling actual juvenile cases. The students act as lawyers and jurors and decide the penalty on juvenile cases presented by the Prosecutor’s Office, while Judge Barron advises and sentences the individual.
- Judge Diane D’Agostini’s “*Order in the Court*” program has hosted thousands of students to field trips at the Court where she educates the young visitors about the Court process and making responsible decisions. She also speaks at local high schools about the law and the consequences of criminal behavior, in addition to taking the Court to local high schools.
- Judge Kimberly Small implemented her “*Critical Life Choices*” and “*Cool to be Clean*” programs, a combination of court proceedings and a multi-media interactive presentation designed to help our youth make wise decisions. To date, she has shared her programs with over 20,000 students.

STATE OF MICHIGAN
48TH JUDICIAL DISTRICT

Case Type Activity

<i>Case Type</i>	NEW CASES 2015	NEW CASES 2016	NEW CASES 2017	YTD JAN-SEPT 2018	PROJECTED CASES JAN-DEC 2018	PROJECTED VARIANCE % 2017 v. 2018
Traffic Offenses	28,406	28,188	27,159	21,257	28,343	4.36%
Drunk Driving	490	352	507	319	425	-16.11%
Criminal & Non-Traffic Offenses	1,785	1,398	1,262	1,198	1,597	26.57%
Civil Cases	4,166	4,016	4,171	3,554	4,739	13.61%
<i>Total</i>	34,847	33,954	33,099	26,328	35,104	6.06%

STATE OF MICHIGAN
48TH JUDICIAL DISTRICT

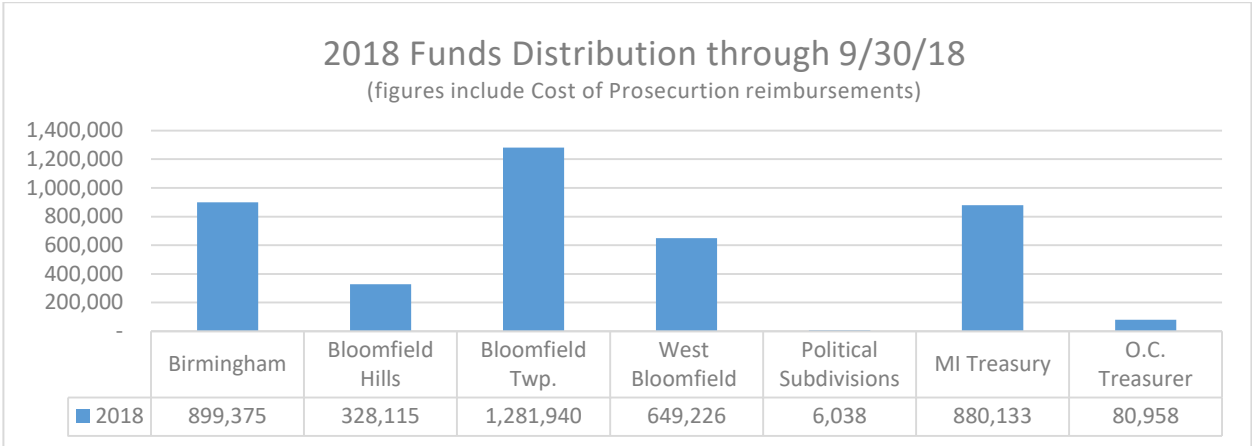
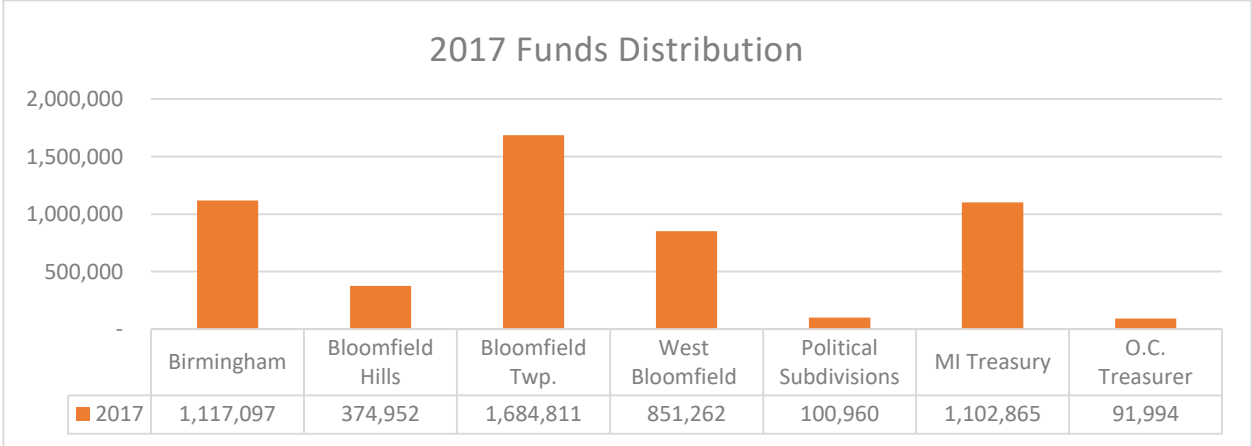
Case Volume By Community

<i>Community</i>	NEW CASES	NEW CASES	NEW CASES	PROJECTED CASES	PROJECTED VARIANCE %
	2015	2016	2017	JAN-DEC 2018	2017 v. 2018
Birmingham	7,619	7,550	8,275	8,687	4.97%
Bloomfield Hills	2,407	2,808	3,010	2,940	-2.33%
Bloomfield Township	12,889	12,767	11,625	12,339	6.14%
West Bloomfield	7,124	6,576	5,945	6,476	8.93%
Keego Harbor	979	1,137	1,434	1,408	-1.81%
Orchard Lake	2,386	1,906	1,846	1,771	-4.08%
Sylvan Lake	1,120	950	964	917	-4.84%
Total cases from communities	<u>34,524</u>	<u>33,694</u>	<u>33,099</u>	<u>34,537</u>	4.35%

STATE OF MICHIGAN
48TH JUDICIAL DISTRICT

Funding Unit Caseload Percentages

	ACTUAL CASE LOAD	ACTUAL CASE LOAD	ACTUAL CASE LOAD	PROJECTED CASE LOAD
	2015	2016	2017	2018
<i>Community</i>	%	%	%	%
Birmingham	25.36%	25.42%	28.72%	28.54%
Bloomfield Hills	8.01%	9.45%	10.44%	9.66%
Bloomfield Township	42.91%	42.99%	40.20%	40.53%
West Bloomfield	23.72%	22.14%	20.63%	21.27%
	100.00%	100.00%	100.00%	100.00%



STATE OF MICHIGAN
48TH JUDICIAL DISTRICT

Budget Expenditure Summary

	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET REQUEST	
Salaries	\$ 1,761,008	\$ 1,743,000	\$ 1,777,860	\$ 1,698,278	
Benefits	1,048,633	1,115,000	1,144,400	\$ 1,090,000	
Operations	1,100,867	1,279,060	1,295,060	\$ 1,195,760	
Professional Fees	110,822	99,500	130,600	\$ 132,500	
Court Expenses	174,973	212,000	212,000	\$ 247,500	
Equipment & Capital	51,220	106,000	111,000	\$ 190,000	
Total Expenditures	\$ 4,247,523	\$ 4,554,560	\$ 4,670,920	\$ 4,554,038	-2.50%

STATE OF MICHIGAN
48TH JUDICIAL DISTRICT

Benefit Expense

	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED BUDGET	2019 BUDGET REQUEST	
Pension	\$ 258,600	\$ 244,956	\$ 249,855	\$ 240,000	
Medical Insurance	625,851	626,713	645,515	630,000	
Other Post -Employment Benefits (OPEB)	55,000	55,000	55,000	110,000	
Dental, Life, Disability Insurance	109,182	118,159	121,704	110,000	
Total Expenditures	\$ 1,048,633	\$ 1,044,829	\$ 1,072,074	\$ 1,090,000	1.67%

STATE OF MICHIGAN
48TH JUDICIAL DISTRICT

Operating Expenses

	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED BUDGET	2019 BUDGET REQUEST
Information Systems	71,295	67,028	83,152	56,200
Office Supplies	61,848	72,053	60,000	66,000
Postage	29,932	30,007	31,000	39,000
Payroll Processing & Bank Services	4,374	8,478	20,326	25,000
Insurance	66,715	68,862	80,000	82,500
Utilities/Telephone	104,540	100,802	110,000	113,000
Rent	538,996	584,310	584,310	584,310
Building Escrow		44,750	44,750	44,750
Building Maintenance & Janitorial	103,016	117,550	160,000	185,000
Total Expenditures	\$ 980,716	\$ 1,093,840	\$ 1,173,538	\$ 1,195,760 1.89%

STATE OF MICHIGAN
48TH JUDICIAL DISTRICT

Professional Fees

	2016		2017		2018		2019	
	ACTUAL		ACTUAL		PROJECTED BUDGET		BUDGET REQUEST	
Auditors	\$ 19,135		\$ 30,150		\$ 22,000		\$ 28,000	
Magistrates	55,825		57,130		60,000		62,000	
Consultants & Other Professional Services	35,862		29,572		48,600		42,500	
Totals	\$ 110,822		\$ 116,852		\$ 130,600		\$ 132,500	1.45%

STATE OF MICHIGAN
48TH JUDICIAL DISTRICT

Court Expenses

	2016		2017		2018		2019	
	ACTUAL		ACTUAL		PROJECTED BUDGET		BUDGET REQUEST	
Jury & Witness Fees	\$ 4,305		\$ 5,200		\$ 7,500		\$ 8,500	
Assigned Counsel	63,042		60,768		65,000		70,000	
Library/Dues/Certifications	9,795		13,593		20,000		19,000	
Court Security Personnel	97,831		122,074		125,000		150,000	
Total Expenditures	\$ 174,973		\$ 201,635		\$ 217,500		\$ 247,500	13.79%

STATE OF MICHIGAN
48TH JUDICIAL DISTRICT

Equipment & Capital Expense

	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED BUDGET	2019 BUDGET REQUEST
Equipment Rental	\$ 7,474	\$ 9,223	\$ 11,000	\$ 20,000
Equipment Maintenance	26,949	34,114	25,000	25,000
Capital	16,797	85,189	75,000	145,000
	<u>\$ 51,220</u>	<u>\$ 128,526</u>	<u>\$ 111,000</u>	<u>\$ 190,000</u>

STATE OF MICHIGAN

48TH JUDICIAL DISTRICT

CASH DISTRIBUTION - 2018

2018	through 9-30-18	Birmingham	Bloomfield Hills	Bloomfield Township	West Bloomfield	Keego Harbor	Orchard Lake	Sylvan Lake	Total
		1st Qtr.	<i>Based on 2017 caseload</i>	267,510	92,008	462,049	186,050		
2nd Qtr.	<i>Based on 2017 caseload</i>	321,130	122,062	364,880	236,753				1,044,825
3rd Qtr.	<i>Based on 2017 caseload</i>	301,160	109,522	423,073	216,314				1,050,070
4th Qtr.	<i>Based on 2017 caseload</i>								0
<i>Total of distributions to Funding Units</i>		\$ 889,800	\$ 323,592	\$ 1,250,002	\$ 639,117	\$ -	\$ -	\$ -	\$ 3,102,511
Political Subdivision Cash Intake									
Distributed to Funding Units									
<i>Total of distributions to Political Subdivisions (Distrib @ Year End)</i>						\$ -	\$ -	\$ -	\$ -
Cost of Prosecution Reimbursement		9,575	4,524	31,939	10,109	4,555	1,483	0	62,184
<i>Total Cash Distribution of 2018 (YTD)</i>		\$ 899,375	\$ 328,115	\$ 1,281,940	\$ 649,226	\$ 4,555	\$ 1,483	\$ -	\$ 3,164,695
<hr/>									
<i>2018 Budget Advances to the Court</i>	<i>Based on 2017 caseload</i>	1,339,620	487,177	1,881,914	962,210				4,670,920
Less:									
Underpayment from or									
(Overpayment refunded to)		<i>Based on 2017 caseload</i>							
Refundable Budget									



MEMORANDUM

Finance Department

DATE: November 28, 2018
TO: Joseph A. Valentine, City Manager
FROM: Mark Gerber, Finance Director
SUBJECT: June 30, 2018 Audit Presentation

Douglas Bohrer and Timothy St. Andrew from Plante and Moran will be present at the City Commission meeting on December 3, 2018, to give a presentation and answer any questions pertaining to the audit report.

The audit report and letter to the Commission was provided under separate cover. The audit report is available for inspection at the Clerk's Office as well as on the City's website.

DATE: November 27, 2018

TO: Joseph A. Valentine, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Sculpture Donation

INTRODUCTION:

James D. Robb has donated the sculpture *Michigan Spring* on behalf of James Miller-Melberg for Birmingham's Art in Public Spaces program. The artist has created sculptures, playscapes, and playground equipment that have been featured around the world. An example of his work includes the tortoise located in Shain Park. *Michigan Spring* is an 8'6" cast aluminum sculpture that was featured in Art Prize in 2012. Please see attachments for photos.

BACKGROUND:

On October 17th, 2018 the Public Arts Board recommended the City Commission accept the donation of Michigan Spring and further recommended the sculpture for the Birmingham Public Library site on the southwest corner of the lawn. The site is the former location of Dennis Oppenheimer's Journey home where there is a sculpture pad in place.

On November 19th, 2018 The Birmingham Public Library Board voted unanimously to accept the Public Art Board's recommendation of the southwest corner lawn site at the Birmingham Public Library for the *Michigan Spring* sculpture.

If accepted by the City, the Building and Engineering Department will coordinate with the artist's representative James D. Robb to determine if the sculpture pad at the recommended location is an adequate size for the sculpture. If it is determined that the current sculpture pad is not large enough, the City may incur a cost to renovate the sculpture pad.

LEGAL REVIEW:

No legal review required.

FISCAL IMPACT:

The sculpture is a donation to the City, therefore if accepted, the City will be responsible for any installation and maintenance costs due to the City's Art in Public Spaces program. *Michigan Spring* is currently being kept at a nearby Birmingham residence close to the site which allows for shorter transportation logistics and lower transportation costs. In addition, the City will have to pay for insuring the sculpture each year.

SUMMARY:

The action being suggested is to approve or deny the Public Art Board's recommendation to accept the donation of *Michigan Spring* and to approve the placement on the southwest corner of the lawn of the Birmingham Public Library, as recommended by both the Public Arts Board and the Library Board.

ATTACHMENTS:

- Donation letter, artist info, and sculpture photo
- Aerial photo of site at Birmingham Public Library
- Public Art's Board Memo and Minutes
- Library Board email confirming acceptance of recommendation by Library Board

SUGGESTED RESOLUTION:

Motion to approve the Public Art Board's recommendation to accept the sculpture donation of James Miller-Melburg's *Michigan Spring* on behalf of his representative James D. Robb and to have it installed on the southwest corner of the lawn of The Birmingham Public Library.

JAMES D. ROBB

September 4, 2018

J. Cherilynn Mynsberge
City Clerk c/o Public Arts Board
City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012

Re: Proposed Gift of Artwork: "*Michigan Spring*" by James Miller-Melberg

Dear Cherilynn:

I submit an application for art in public spaces on behalf of the James E. Miller Trust, dated January 15, 1999, of which I am a co-trustee. Mr. Miller, who died on November 14, 2017, and his late wife, Sally Dow Miller, who predeceased him on March 6, 2007, lived at 655 Ridgedale in Birmingham since the mid-1960s. I seek to donate a piece of fine art he created.

Mr. Miller, often working under the name James Miller-Melberg, was a renowned artist and designer. His playground equipment and playscapes are found all over the world, including the tortoise located in Shain Park. Other pieces by Mr. Miller are on display at Cranbrook, where he studied in the early 1950s. His art has been exhibited publicly and privately at many venues. Included with this letter is a brochure from his Crooked Tree Arts Center exhibition in Petoskey in 2008. The piece I am offering to the city from Mr. Miller's trust estate is a splendid cast aluminum sculpture called "*Michigan Spring*," first exhibited in 2012 in Grand Rapids at Artprize, the world's most attended annual public art event.

Since that exhibition, Mr. Miller kept *Michigan Spring* at his home in Birmingham, which was recently sold. I have access to the sculpture and can easily show it to members of the Public Arts Board. Enclosed with this letter is information about both Mr. Miller and this beautiful piece of sculpture. Much more can be seen about him on the web, specifically at jimmillermelbergsculptor.com. By quality, use, and provenance, *Michigan Spring* is a piece of art that befits the city of Birmingham. I thus offer to donate it to the city and ask that the Public Arts Board consider it for inclusion in the city's portfolio of public art.

I welcome further inquiry and would be glad to appear before the Public Arts Board or meet with its members and city staff to discuss my proposal.

Very truly yours,


James D. Robb

c: Joe Minton
C. Kim Shierk



Cultural Council of Birmingham Bloomfield
P.O. Box 465 Birmingham, MI. 48012

APPLICATION FOR ART IN PUBLIC SPACES

JAMES D. ROBB
APPLICANT NAME

(517) 712-3469 ROBBJ@COOLEY.EDU
DAYTIME PHONE EMAIL

ESTATE OF JAMES E MILLER - MELBERG
DONOR, OWNER, OR AGENT (DEALER)

JAMES E. MILLER - MELBERG
ARTIST (first and last) or PROJECT NAME

MICHIGAN SPRING
TITLE

2012 CAST ALUMINUM
DATE OF ARTWORK MEDIUM/TECHNIQUE

PROPOSED DONATION LOAN

DESCRIPTION OF ARTWORK
8' 6" high cast aluminum. Displayed at Art Prize - Grand Rapids, MI

8' 6"
HEIGHT x WIDTH x LENGTH/DEPTH WEIGHT

Aluminum
OBJECT TYPE(S)/MATERIAL (i.e., metal, glass, stone, etc.)

DESIGN LOADS (i.e., wind, and dead loads)

INSCRIPTION/FOUNDRY MARKS (if multiple, please include edition number)

BIRMINGHAM - PRIVATE RESIDENCE
PRESENT LOCATION OF ARTWORK (where is the work of art?)

PERFECT
CONDITION

NONE
MAINTENANCE REQUIRED (long term care/annual)

TO BE DETERMINED
VALUE APPRAISED OWNER'S STATED VALUE

CONCRETE OR BRICK BASE RECOMMENDED

FOOTING/FOUNDATION REQUIREMENTS

NARRATIVE/RATIONALE FOR GIFT/LOAN/TEMPORARY INSTALLATION

PLEASE SEE ATTACHED LETTER

[Handwritten Signature]
SIGNATURE

Sept 4, 2018
DATE

*****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 _____ Building _____
 Engineering _____ Other _____
 Public Safety (Police/Fire) _____ Other _____
 Parks and Recreation _____
 Approved by CCBB _____
 Approved by City Commission _____ 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.)



JIM MILLER-MELBERG SCULPTOR-DESIGNER

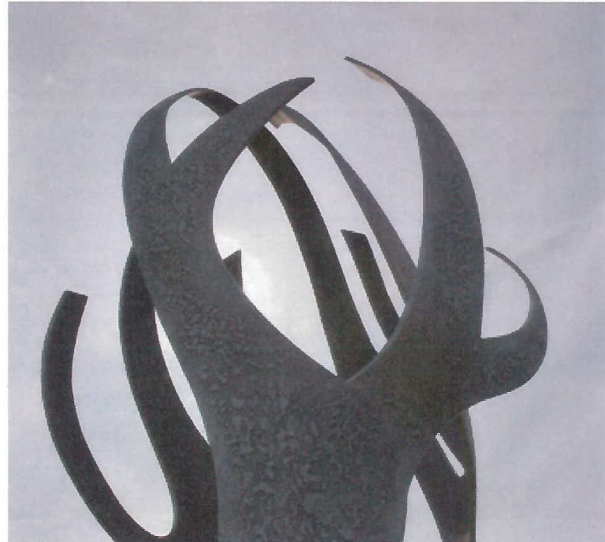
Michigan Spring

HOME

BIO

PORTFOLIO

CONTACT



Michigan Spring
Cast Aluminum 8' 6" high

This sculpture was commissioned by Milan Cast Metals, a foundry located in Milan Michigan. I made the patterns in my studio, the castings and finishing was done at the foundry. The following pages illustrate the various procedures required to make this sculpture. See the process of creating Michigan Spring below.

I made a small wax model of the sculpture about a foot high then with a height gage scribed horizontal section lines every 1/4" which represented 2" on the 8' high sculpture. These section lines were then transferred to full sized sections of 2" styrofoam. Which were then cut to shape and glued together on a grid. These photos show the shaping of the rough styrofoam to the finished plaster sculpture.



Styrofoam sections on the grid.



Jim shaping the styrofoam.



Styrofoam is coated with a smooth coat of plaster and a clay fence 3/8" thick applied to define the outside shape of the sculpture.



Plaster being applied to the styrofoam.



3/8" plaster shell with clay fence removed.



Detail of the finished plaster surface.

The sculpture is divided in three vertical sections and a base, which will be an integral part of it. I devised a method of casting whereby each part or pattern, though built as one piece, had to be divided into three sections to enable the casting by the foundry. Each section was designed with its own base, or in foundry terminology a " follow board. The follow board is designed so that the sand mold can be removed - without damage, from the pattern. When the pattern is still in one piece a welding jig , or form is built to match the surface

so the separate pieces can be reassembled and accurately welded together.



Building the Welding Jig.



The finished plaster in place on the welding jig.



Plaster patterns on follow boards.



Plaster patterns on follow boards.

In the foundry - sand mold making and aluminum casting.



Packing the sand around the pattern in a steel frame.



The sand mold ready for casting.



Pouring the melted aluminum.



Separating the mold.



Rough castings with vents and gates.



Removing vents and gates.



Grinding the joint before placing section on the jig.



Placing casting on the jig.



Cast aluminum section being adjusted on jig.



Clamping sections in position for welding.



Welding sections on both sides.



Completed sections being placed on a temporary base.

James E. Miller, known professionally as Jim Miller-Melberg, 88, died peacefully at home on November 14th from natural causes. Jim is survived by his brothers David Miller and John Miller (or Dave and Jack) and numerous nieces and nephews as well as a large community of close friends in the Birmingham area. Jim was preceded in death by his wife Sally Dow, his parent Martin Miller and Jennie (Lindfors) Miller, and his siblings Paul Miller, Genevieve (Miller) Minton and Evelyn Miller. At Jim's request, there will be no funeral.

Jim founded Form Inc. in 1960, where he created recreational sculptures that are still in use today in thousands of parks and playgrounds. From his ubiquitous turtle, to the porpoise, moon house, basketball stand and even camels throughout Saudi Arabia – his sculpture has brought joy to countless children. An interview with Jim was published in *Michigan Modern: Design that Shaped America* (www.michiganmodern.org). In Jim's own words: "I do not design down to children. I make the best sculptures I can to help design an environment for imaginative play. Good sculpture is as essential to a child's development as good music and good literature."

Jim's artwork has been displayed in many showings, most recently a solo exhibit at Lawrence Technical School in Southfield, MI. He studied art and sculpture in 1950's France with many of the European greats. Jim combined this classic training with his design expertise and love of nature and beauty, to create wholly unique artwork. Highlights of his work can be found here:

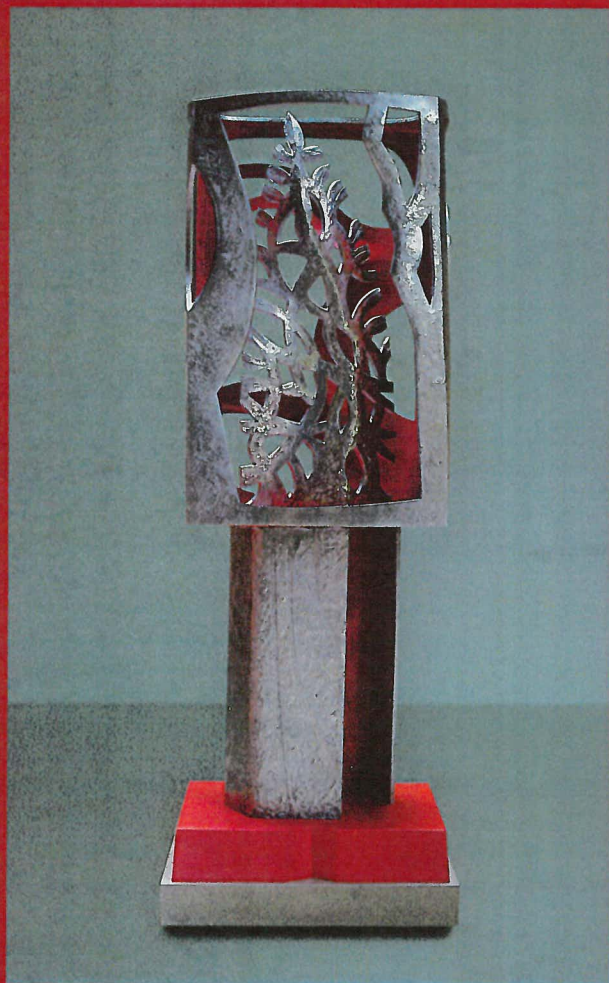
www.jimmillermelbergsculptor.com

In the Korean War, Jim was decorated with the Bronze Star and served in an intelligence unit just behind the front lines, where he and his mates coined the phrase 'Porkchop Hill'. He put that chapter behind him as quickly as he could as the focus of his life was on artistic creation, his business and most importantly, his devotion to Sally, whose own last words were, "I have always loved you, Jim Miller".

Please consider a donation to The Art Experience in Jim's name. This organization provides art supplies to disadvantaged children in the Detroit area, which combines Jim's passion for social justice and his love of art. www.theartexperience.org/donate/



CROOKED TREE ARTS CENTER
PRESENTS

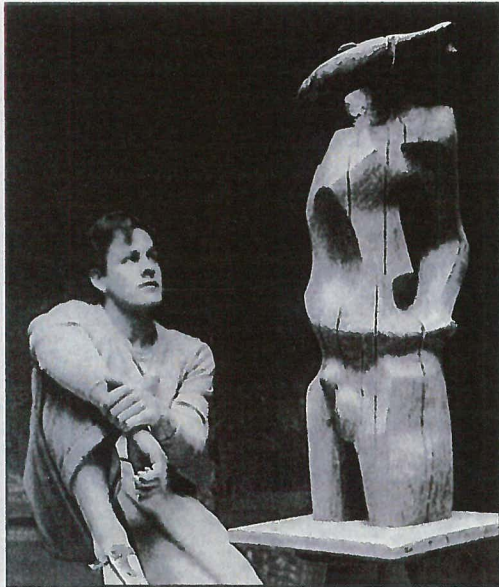


JIM MILLER-MELBERG

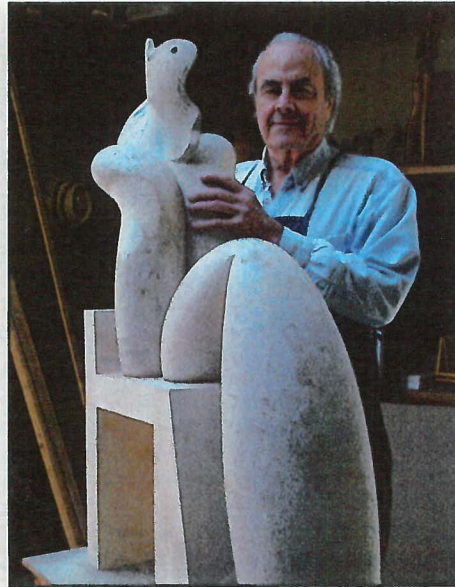
AN AUTOBIOGRAPHY
IN DRAWINGS & SCULPTURE

1946-2008

.....
AUGUST 9 - NOVEMBER 15, 2008



Paris, France, 1951.



Birmingham, Michigan, 2008.

INTRODUCTION

Most of us who seriously pursue careers in one of the arts like to consider ourselves as artists in the tradition of distinguished historic figures of the past. I am a sculptor.

I think that all enduring forms of sculpture derive their validity, for the most part, from standards established by tradition. I hope, in some measure, that I preserve some aspects of the tradition established in the twentieth century by such sculptors as Rodin, Maillol, Henry Moore, Barbara Hepworth, Julio Gonzales, Brancusi and Giacometti.

I was trained in many of the skills of the sculptor's craft in my father's small wood pattern shop that he established in 1932 in Detroit. He made wood patterns for aluminum, bronze and iron castings that were cast in some of the many foundries that existed in the area in the thirties and forties. Those invaluable skills were vital tools in making my cast metal works and the complicated mold systems developed for casting precast concrete play sculptures. One of the primary skills learned in the pattern making trade was the ability to visualize ideas in three dimensions.

This exhibition presents my work dating from the age of 17 to my fairly mature age of 79. It consists of sculpture in the round, relief sculptures, five panels of sketches in various media and photographs of the many ideas I have pursued in my long career. Each panel is color-coded and each is briefly described in the following pages. You will learn more about me from this potpourri of images and sculptures than any verbal biography. Hence the title.

JIM MILLER-MELBERG

AN AUTOBIOGRAPHY IN DRAWINGS & SCULPTURE

1946-2008

ARTIST'S STATEMENT

The meaning of sculpture, if there is a meaning, is not that it is a representation of a figure or animal or any familiar object, but is the complex arrangement of three dimensional elements such as the sense of mass, volume, texture, the relationship of objects in space, color and imagery. It is not, for example, the superficial likeness of a portrait that gives it significance, but the way all these elements are composed in any given material. Not a simple task.

CURRICULUM VITAE

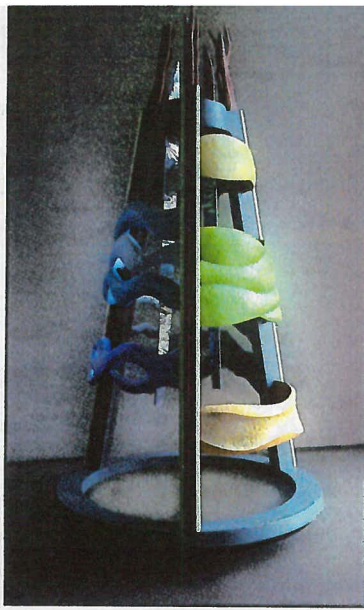
Miller-Melberg's formal education in sculpture in universities was very limited. He regards the experience as an apprentice, subsequently a journeyman in the wood pattern making trade and independent study in England and France to be much more relevant to his career.

Attended: The University of Michigan, *Ann Arbor*
Wayne State University, *Detroit*
Ecole de la Grand Chaumiere, *Paris, France*
Cranbrook Academy of Art, *Bloomfield Hills, Michigan*
Independent study in England and France
Taught sculpture and basic design; University of Michigan

E-Mail: Jem129@att.net

Website: jimmillersculptor.com

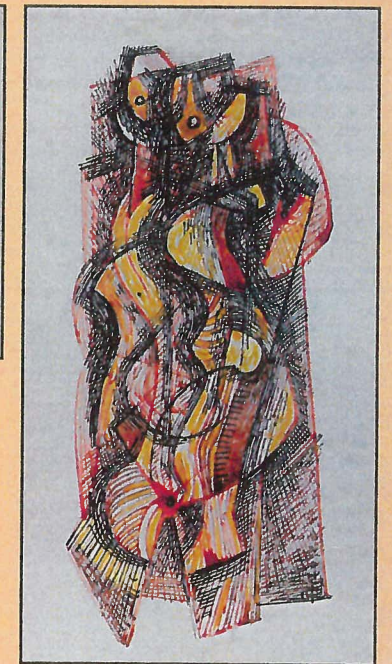
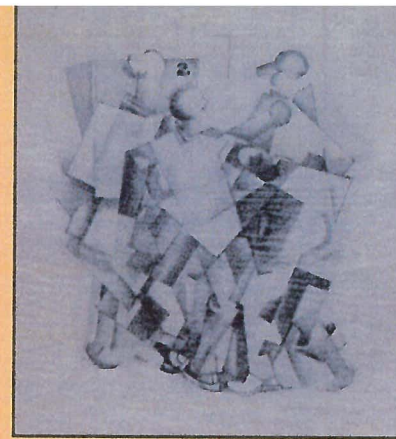




SCULPTURE IN THE ROUND AND IN RELIEF

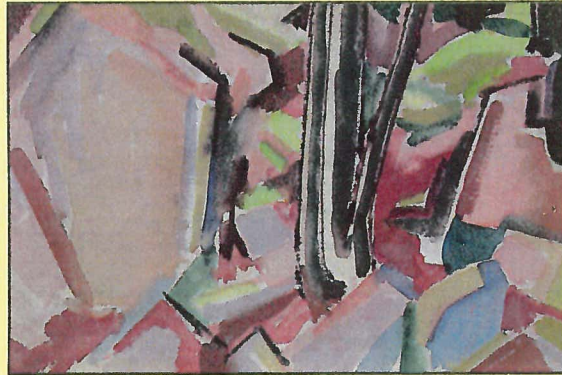
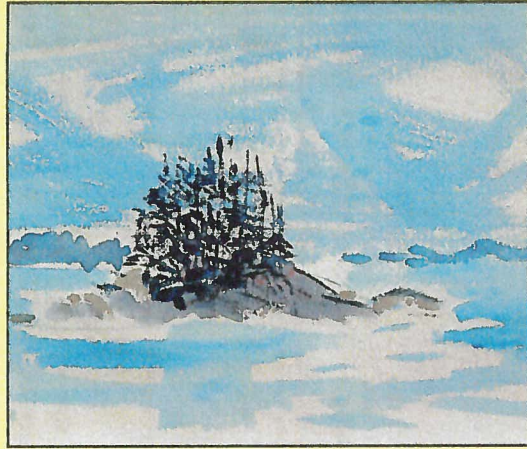
In the late forties and early fifties I carved a number of sculptures using sections of logs. Later, I carved several more made with dimensional stock glued together. Several of these are exhibited. The cast aluminum, iron and stainless steel works were cast in industrial foundries. The early bronzes I cast myself. Others were cast in an art foundry specializing in investment casting. Some sculptures exhibited are made of composite materials such as urethane, fiber reinforced epoxy resins and fiber reinforced hydrocal plaster.

Sculptures in relief are composed much like a painting or drawing with the effect of light and shadow on complex surfaces as an added quality. Historically, relief sculpture was an integral part of the fabric of a building, however, in contemporary buildings, sculpture of any kind is considered a separate entity and sculpture in relief is used much like a painting—a portable decoration. The exhibit includes a number of relief sculptures made in various materials and some painted in rich colors.



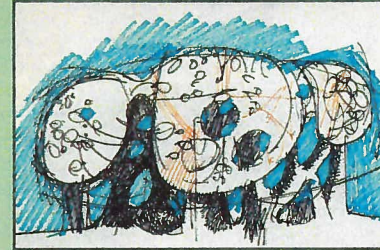
EARLY SKETCHES

Drawing has always been a source of exploration and mostly entertainment for me. The challenge in drawing has always been to translate something imagined or seen into lines, shadows and sometimes in colors to a blank sheet of paper or other flat material. The first drawing in this exhibition done in 1946 is in pencil on a scrap of paper of a war refugee copied from a photo in a magazine or newspaper. Shortly after that some of the drawings show evidence of my discovery of "Modern Art." The drawing done in 1947, titled *Pinball Game*, was part of a short venture into cubism.



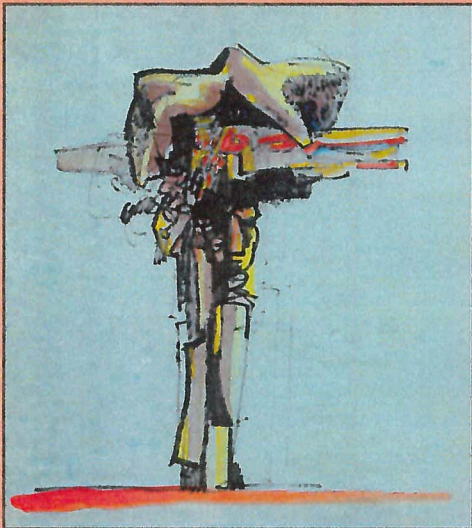
SKETCHES FROM NATURE

Many forms used in my sculpture are derived from nature. Trees, rock formations, animal forms and the human figure became part of my vocabulary of forms. In the late forties I was struck by the audacity of John Marin's watercolors, which were to me like jazz improvisations. On a trip to Maine in 1947 I made my own watercolor improvisations and have included these in this exhibition. I particularly enjoy drawing trees in pen and ink. Drawing from nature forces one to really study its infinite complexity. To translate that complexity into lines, shades and colors is daunting.



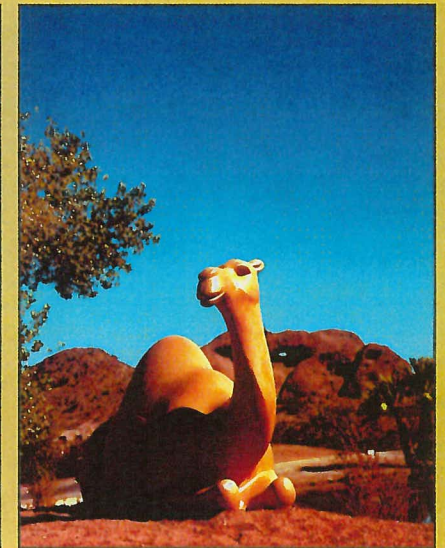
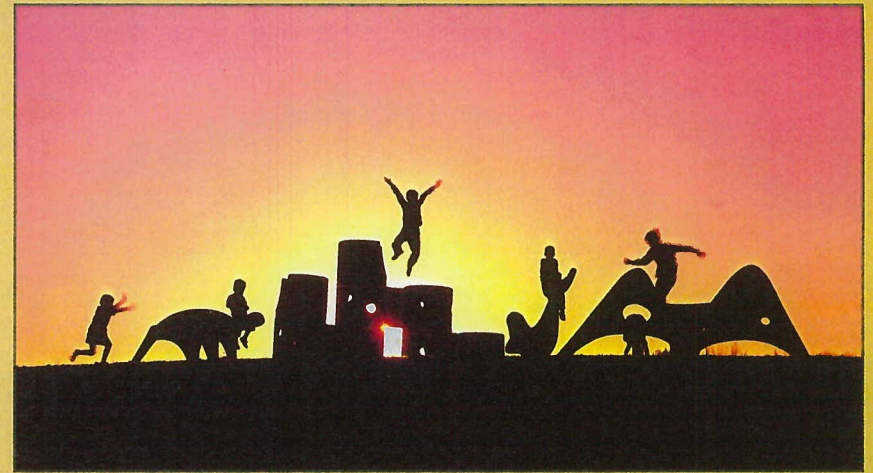
SKETCHES FOR SCULPTURE

I use drawings as the primary means to explore ideas that might be turned into a sculpture and have probably made thousands of them. They are working drawings not meant for display, and in some cases are not done with permanent materials. Drawing, a very handy tool to jot down ideas for sculpture, is very limited especially when dealing with complex forms, as I often do. Before making a full size sculpture, I often make three dimensional sketches or maquettes in easily manipulated materials. Some of these are displayed. Some drawings show the transition of drawings from nature to the development of ideas for sculpture, but most of the time my ideas are worked out without direct reference to a specific image.



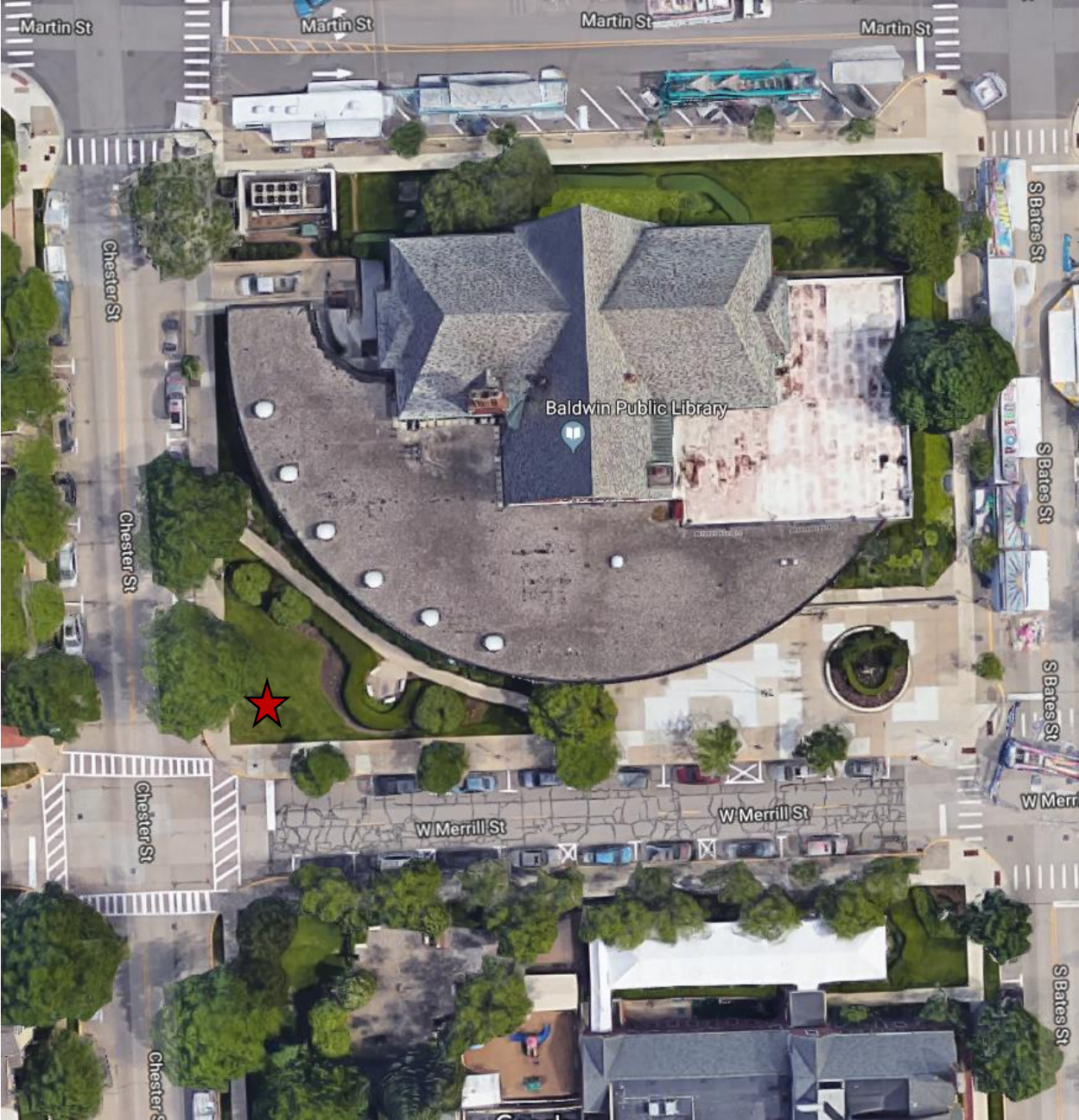
MONUMENTAL IDEAS

Sculptors, especially young sculptors, dream of creating monuments. Now that I am older, I can quote, with some assurance, John Flanagan, an under appreciated American sculptor, who said...“better to make miniatures that are monumental than monumental miniatures.” I showed some drawings to an architect friend, and he said of one of them, “That drawing has real scale.” I gave it “real scale” by drawing a very small person under it. It became an instant monument. Years ago I made proposals for large sculptures but never got a commission to do one. Several of these proposals are exhibited.



PLAY SCULPTURES AND SITE AMENITIES

I left my teaching position at the University of Michigan in 1960 to pursue a career as an independent sculptor. The prospect of earning a living as a sculptor was, as it is now, a very chancy enterprise. Paradoxically, by chance I got involved in the design and manufacture of play sculptures made of steel reinforced precast concrete. It was not easy, but by 1970 my company manufactured products in Michigan and California and eventually delivered them on our own trucks nationwide. Some were shipped overseas. In 1981 the business was sold to the Wausau Tile Company, located in Wausau, Wisconsin, which continues to make many of the products of my design. They have generously donated a Turtle play sculpture to the Arts Center which is displayed outside. The Turtle was designed in 1960 and is still being manufactured. Photographs of the development of the play sculptures from a small model to their manufacture and delivery are exhibited, as well as many installations in playgrounds around the country.





MEMORANDUM

Planning Division

DATE: October 17th, 2018
TO: Public Arts Board Members
FROM: Brooks Cowan, City Planner
APPROVED: Jana Ecker, Planning Director
SUBJECT: Sculpture Donation

James D Robb has donated the sculpture *Michigan Spring* on behalf of James Miller-Melberg for Birmingham's Art in Public Spaces program. The artist has created sculptures, playscapes, and playground equipment that have been featured around the world. An example of his work includes the tortoise located in Shain Park. *Michigan Spring* is an 8'6" cast aluminum sculpture that was featured in Art Prize in 2012. Please see attachments for photos.

If the Art Board approves of the sculpture, it is recommended that they select a site as well. The Library still has a vacant space which is a potential location. The sculpture is a donation which means the City of Birmingham will be responsible for installation.

City of Birmingham - Pre-qualified Public Art Site Locations



Public Arts Board Minutes

Rooms 202 & 203 Birmingham City Hall – October 17th, 2018

A. Roll Call:

Members Present: Rabbi Baruch Cohen, Monica Neville, Linda Wells, Barbara Heller, Mary Roberts, Anne Ritchie, Amelia Berry (Student), Cole Wohlfiel (Student)

Members Absent: Jason Eddleston

Administration: Brooks Cowan, City Planner

B. Approval of Minutes – August 15th, 2018

Barbara Heller mentioned that "Marshall Fredericks" was missing an "s". Motion by Linda Wells, Second by Barbara to approve minutes.

Yeas: 6 Nays: 0

The motion carried.

C. Sculpture Donation

The Sculpture "Michigan Spring" by Jim Miller-Melburg was donated to the City of Birmingham by the artist's representative James Robb. Doug Kosich of the Library Board said the members of the Library Board like the sculpture and would be open to placing the sculpture on their property. Members of the Public Arts Board were also in support of recommending the sculpture for the location at the Library. A motion to recommend the sculpture "Michigan Spring" for the Library Location was made by Linda Wells, seconded by Anne Ritchie.

Yeas: 6 Nays: 0

The motion carried.



Brooks Cowan <bcowan@bhamgov.org>

"Michigan Spring" by Jim Miller-Melberg

1 message

Doug Koschik <Doug.Koschik@baldwinlib.org>

Tue, Nov 20, 2018 at 12:16 PM

To: Jana Ecker <jecker@bhamgov.org>, Brooks Cowan <bcowan@bhamgov.org>

Jana and Brooks,

Last evening the Library Board unanimously approved the following resolution:

To accept the recommendation of the site at the Library for Jim Miller-Melberg's "Michigan Spring" sculpture made by the Public Arts Board.

The Public Arts Board had made its decision on Oct. 17

Voting in favor of last evening's resolution were Jim Suhay, Robert Tera, Ashley Aidenbaum, Missy Mark, Frank Pisano, and David Underdown.

Please let me know how this process is to roll out in the future. I assume that you will prepare material for a vote by the City Commission at one of their December meetings. Assuming that the Commission accepts the sculpture as a gift, how long do you think it will take before installation? The Library Board has an interest in the following issues:

1. What kind of base is needed to secure the statue?
2. What wording will there be on a plaque?
3. How can we illuminate the statue at night?
4. How will the statue, with its "open hands," be situated to display it to best advantage?

Jim Robb, the co-trustee of the Miller-Melberg estate said that one of Miller-Melberg's former assistants would probably be happy to offer advice. Jim will supply me with this person's contact information.

The Library intends to hold a reception when the statue is formally dedicated and also to run a program about Mr. Miller-Melberg's life.

The Library Board and I are very happy to be moving ahead with this sculpture. We think it's a perfect fit for the location.

Doug

--

Doug Koschik
Director
Baldwin Public Library
300 W. Merrill St.
Birmingham, MI 48009
E-mail: doug.koschik@baldwinlib.org
Telephone: 248-554-4681
Fax: 248-647-6393

MEMORANDUM

DATE: November 30, 2018

TO: Joseph A. Valentine

FROM: Jane Awdish, City Attorney's Office

SUBJECT: DAS/Small Cell Ordinance and License Agreement

INTRODUCTION

To support next-generation 5G wireless broadband systems, the telecom industry is seeking to deploy tens of thousands of Distributed Antenna Systems (DAS) and Small Cell wireless facilities. Municipalities are increasingly receiving applications for these wireless facilities and are faced with the challenge of regulating large scale antenna deployment in their rights of way.

The Metropolitan Extension Telecommunications Rights-of-Way Oversight Act of 2002 ("METRO Act") may cover the lines connecting these cellular antennas, but the Act expressly excludes "antennas, supporting structures for antennas, equipment shelters or houses" from the definition of "Telecommunication facilities or facilities." MCL 484.3102(j). Thus, obtaining a METRO Act permit does not entitle a DAS or other telecommunications provider to install poles and supporting infrastructure in the public rights of way. If a municipality grants a METRO Application for these facilities, which many have, it risks unregulated expansion of these antennas and poles beyond the scope of the original plans submitted with the application.

BACKGROUND

To provide communication services while maintaining the public rights of way, we are proposing an Amendment to Chapter 30 Article 10 of the Birmingham Code to regulate these facilities within the City of Birmingham.

LEGAL REVIEW

This matter has been reviewed by the City Attorney's office. The following have been extensively reviewed:

- Senate Bill 0637
- METRO Act of 2002
- Telecommunications Act of 1996
- FCC Declaratory Ruling and Third Report and Order 18-133A1 (September 5, 2018) regarding Sections 253 and 332(c)(7) of the Telecommunications Act
- Grand Valley Metropolitan Council ad hoc committee for the regulation of DAS/Small Cell Wireless Facilities

FISCAL IMPACT

The fiscal impacts are unknown at this time.

SUMMARY

For the City Commission to review and approve the Amendment to Chapter 30 Article 10 of the City Code to regulate the next generation 5G wireless broadband network and maintain the public rights of way.

ATTACHMENTS

- DAS/Small Cell Ordinance
- DAS/Small Cell License Agreement
 - Exhibit A DAS/Small Cell Network Plans and Specifications (to be provided by Licensee)
 - Exhibit B Bond

SUGGESTED RESOLUTION

To adopt the Amendment to Chapter 30 Article 10 of the Birmingham City Code.

CITY OF BIRMINGHAM, MICHIGAN

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND ARTICLE X AND ADD A NEW SECTION ___ TO THE
CODE OF ORDINANCES, CITY OF BIRMINGHAM, MICHIGAN, TO REGULATE
DAS/SMALL CELL NETWORKS IN THE PUBLIC RIGHTS OF WAY**

THE CITY OF BIRMINGHAM ORDAINS:

Section 1. Amendment to Add Section _____, Section _____, Chapter _____, Article X of the Code of Ordinances, City of Birmingham, Michigan, is hereby created to read as follows:

Section _____. DAS/Small Cell Networks in the Public Rights-of-Way.

(a) Definition. For purposes of this section, the following terms and phrases shall be defined as follows:

City means the City of Birmingham.

Collocation means the location of DAS/Small Cell Networks on an existing structure, tower, or building, with the view toward reducing the overall number of structures required to support wireless communication facilities within the City.

DAS/Small Cells or DAS/Small Cell Network means any and all telecommunication facilities or related equipment installed and/or operated by Licensee for the provision of telecommunication or wireless services including the fiber optic or other cables, antennas, brackets, devices, conduits, poles, support structures, shelters, houses, cabinets and all other related equipment to be deployed, installed and/or operated by Licensee as described in Exhibit A attached hereto and any similar facilities that replace the same as permitted consistent with the terms of this Agreement.

Pedestrian Light Pole or Pedestrian Pole means light poles located in the Public Rights-of-Way under the jurisdiction of the City or owned by DTE Energy Co., that primarily function to illuminate pedestrian areas such as sidewalks, limited to less than 17 ft. in height.

(b) License Agreement. No person shall install or operate, in whole or in part, DAS/Small Cells or DAS/Small Cell Networks in a City Public Rights-of-Way or other public place without first applying for and receiving a DAS/Small Cells or DAS/Small Cell Network license from the City in a form and subject to such terms and conditions as is acceptable to the City. Nothing herein shall be interpreted to require the City to issue such a license and the City reserves to itself

discretion to grant, deny or modify a request for such a license as it determines to be in the best interest of the City and its citizens.

(c) METRO Act Permit. No person shall install or operate “telecommunications facilities,” as defined in the Metropolitan Extension Telecommunications Rights-Of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended (the “Act”) without first obtaining a permit under the Act from the City, including any part of a DAS/Small Cells or DAS/Small Cell Network system constituting telecommunication facilities.

(d) Collocation Requirement. Prior to submitting an application for a permit under this section, the applicant shall investigate collocation on existing facilities as an option. The applicant shall explain in its permit application why collocation is commercially or otherwise impracticable. Providing for collocation of future wireless communication facilities shall be a condition of approval for any permit granted for a new supporting structure in the Public Rights-of-Way; provided, however, that the co-location requirement may be waived if the pole or support structure is disguised or stealthed so as to blend with the immediate environment (e.g., streetlights, power poles, etc.). Applicant shall not consider the use of any historically or architecturally significant poles or Pedestrian Light Poles located in the Public Rights-of-Way except as may be otherwise expressly authorized in a specific permit issued by the City.

(e) Design Parameters. Where permitted by the City, the following minimal design parameters shall apply to DAS/Small Cell Networks in City Public Rights-of-Way:

1. The required map(s) for proposed DAS/Small Cell Networks shall be legible, to scale, labeled with streets, and contain sufficient detail to clearly identify the proposed DAS/Small Cell Networks’ locations and surroundings. Where applicable, the required map or list shall include and identify any requested pole height(s).
2. The maximum height of a pole or other supporting structure installed to accommodate a DAS/Small Cell Network shall be 40 feet. Any additional extension from a pole or other supporting structure shall be included in the total maximum height.
3. Unless otherwise permitted in Section (e) 6., DAS/Small Cell Networks shall be located no closer than 18 inches from an existing sidewalk/face of curb or 18 inches from a proposed future sidewalk/face of curb location.
4. Unless otherwise permitted in Section (e) 6., DAS/Small Cell Networks shall be located no closer than 10 feet from any driveway.
5. In residential areas, DAS/Small Cell Networks shall be located in line with a side lot line whenever possible and not in front of a house.
6. The Licensee shall field-stake all proposed locations for DAS/Small Cell Networks which shall be subject to the approval of the City. Further, the proposed locations may be subject to the approval of the Michigan Department of Transportation or Road

Commission for Oakland County if applicable. All approved DAS/Small Cell Networks' locations shall be on a per pole/equipment/other basis. Such approvals shall be memorialized by the City and Licensee.

7. Once precise locations have been approved in accordance with Section (e)6., the Licensee shall provide latitude and longitude coordinates for the DAS/Small Cell Networks' locations to the City's Engineering Department.
8. The Licensee shall be responsible to obtain such other permits and approvals as required by law. Additionally, for the use of any poles owned by a third party, Licensee shall obtain permission from the appropriate third party.

(f) Architectural Design.

1. Unless otherwise required by another applicable code or regulation, poles and/or antennas shall be painted in a City approved color so as to reduce visual obtrusiveness.
2. All pole site related equipment shall use materials, colors, textures, screening, and landscaping that will blend the facilities to the natural setting and environment, that is approved by the City.
3. All poles shall be of monopole design and construction unless the City approves an alternate design. Disguising or "stealth" poles is required and the method utilized is subject to the approval of the City.
4. Licensee's DAS/Small Cell Networks shall be marked with a metal plate to indicate ownership. The metal plate shall be installed on the pole at eye level and shall include Licensee's company name and a telephone number to call to reach a live person for assistance.

(g) Compliance with Applicable Law. The City in reviewing and authorizing a permit under the Act and/or a license referred to in this section, and the Licensee, in the establishment and operation of any DAS/Small Cell Networks, shall comply with all applicable federal and state laws.

(h) Fees. Licensee shall pay to the City a permit fee in the amount subject to an in accordance with existing state law.

Section 2. Effective Date. This Ordinance will become effective 10 days following its publication in a newspaper in general circulation within the City as provided by law.

DAS/SMALL CELL LICENSE AGREEMENT

BETWEEN

THE CITY OF BIRMINGHAM

AND _____

THIS DAS/SMALL CELL LICENSE AGREEMENT (“AGREEMENT”) DATED AS OF THIS ___ DAY OF _____, 201__, IS ENTERED INTO BY AND BETWEEN THE CITY OF BIRMINGHAM, A MUNICIPAL CORPORATION (“CITY”), AND _____, A _____ (“LICENSEE”).

WHEREAS, the City has made significant investments of time and resources in the acquisition and maintenance of the Public Ways and such investment has enhanced the utility and value of the Public Ways; and

WHEREAS, the Public Ways within the City are used by and useful to private enterprises including Licensee and others engaged in providing telecommunications and wireless services to citizens, institutions, and businesses located in the City; and

WHEREAS, the right to access and/or occupy portions of such Public Ways for limited times, for the business of providing communications services, is a valuable economic privilege, the economic benefit of which should be shared with taxpayers; and

WHEREAS, beneficial competition between providers of communications services can be furthered by the City’s provision of grants of location and rights to use the Public Ways on non-discriminatory and competitively neutral terms and conditions; and

WHEREAS, Licensee is a private enterprise engaged in installing facilities related to and/or providing various communications services within the City by means of fiber connected Distributed Antenna Systems or other Small Cell facilities (DAS/Small Cells or DAS/Small Cell Networks); and

WHEREAS, Licensee desires to physically occupy portions of the Public Way to install poles, antennas or equipment, to utilize City owned light, traffic signal or other City owned poles, and/or to utilize third party poles for use of its DAS/Small Cells; and

WHEREAS, Licensee’s private enterprise will be aided if allowed to exercise a valuable benefit by using the Public Ways in a manner not enjoyed by the general public; and

WHEREAS, Licensee is agreeing to compensate the City for installation and/or operation of all antennas, supporting structures for antennas, equipment shelters, poles or houses associated with its DAS/Small Cells in exchange for a grant of location and the right to use and physically occupy portions of the Public Ways for the limited purposes and periods set forth below; and

WHEREAS, to the extent required by Law, Licensee has or will contemporaneously with this Agreement seek and obtain a METRO Act Permit for the transmission or cable line portion of its DAS/Small Cells pursuant to 2002 PA 48; MCL 484.3101 et seq.; and

WHEREAS, the City grants this license pursuant to its authority to manage its public spaces including, without limitation, authority under the Michigan Constitution of 1963.

NOW THEREFORE BE IT RESOLVED, in consideration of the terms and conditions contained in this Agreement, the City and Licensee do hereby agree:

1.0 DEFINITIONS

Except as otherwise defined herein, the following terms shall have the meanings given below:

1.1 “Agency” means any governmental agency or quasi-governmental agency other than City, including, but not limited to, the Federal Communications Commission (FCC) and the Michigan Public Service Commission, Metro Authority or Local Community Stabilization Authority.

1.2 “Business Day” means any Day other than a Saturday, Sunday, or Day observed as an official holiday by the City.

1.3 “City” means the City of Birmingham.

1.4 “Collocation” or “Collocate” means the location of DAS/Small Cell/Wireless Network Facilities on an existing structure, tower, pole, or building, with the view toward reducing the overall number of structures required to support wireless communication facilities within the City.

1.5 “DAS/Small Cells” or “DAS/Small Cell Network” means any and all telecommunication facilities or related equipment installed and/or operated by Licensee for the provision of telecommunication or wireless services including the fiber optic or other cables, antennas, brackets, devices, conduits, poles, support structures, shelters, houses, cabinets and all other related equipment to be deployed, installed and/or operated by Licensee as described in Exhibit A attached hereto and any similar facilities that replace the same as permitted consistent with the terms of this Agreement.

1.6 “Day” or “day” means any calendar day, unless a Business Day is specified. For the purposes hereof, if the time in which an act is to be performed falls on a Day other than a Business Day, the time for performance shall be extended to the following Business Day. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

1.7 “FCC” means the Federal Communications Commission.

1.8 “Grant” when used with reference to grant or authorization of the City, means the prior written authorization of the City of Birmingham (and/or its various boards

and commissions) unless another person or method for authorization is specified herein or under applicable law. Grant does not mean “Approval” as contemplated in various FCC determinations related to subsequent co-location requests which are expressly not granted by this Agreement.

1.9 “Law” or “Laws” means any federal, state or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other lawful requirement in effect either at the time of execution of this Agreement or at any time during the period the DAS/Small Cells are located in the Public Rights-of-Ways.

1.10 “Pedestrian Light Pole” or “Pedestrian Pole” means light poles located in the Public Rights-of-Way under the jurisdiction of the City or owned by DTE Energy Co., that primarily function to illuminate pedestrian areas such as sidewalks, limited to less than 17 ft. in height.

1.11 “Person” or “person” means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.12 “Pole” or “pole” means light poles, wooden power poles, traffic light poles, highway sign poles, utility poles, lighting fixtures or other similar poles or structures located in the Public Way under the jurisdiction of the City or Licensee or other third parties or following transfer from the City or other third parties and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term poles excludes Pedestrian Light Poles, any historically or architecturally significant poles owned by the City located on Public Ways or, other similar street features.

1.13 “Public Ways” or “Public Rights-of-Way” means the areas in, upon, above, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, rights-of-way, boulevards, buildings and any other public places owned by or subject to the control of the City as provided by Constitution, law or ordinance.

1.14 “Services” means those services provided by or through Licensee’s DAS/Small Cells as set forth herein. If the City grants the provision of any other services by Licensee, upon such grant, the definition of “Services” shall automatically be revised to include any such grant of additional services. Unless specifically expressed in this Agreement, Services does not mean video service of any kind.

2.0 TERM OF AGREEMENT

The term of this Agreement shall commence on the date of execution by the City (“Commencement Date”) and shall end on _____. It is intended that this Agreement be coterminous with the METRO Act Permit issued relative to this same project.

Upon written application to City delivered no later than one hundred and eighty (180) days before the end date of the term of this Agreement, the Licensee may request to amend this Agreement to extend the end date to a proposed new date. Assuming the Licensee has met all conditions of the Agreement and performed to City’s reasonable

satisfaction in providing the Services in the City, and assuming that City believes extension of the term of this Agreement would be in the public interest, the term end date of this Agreement may be extended subject to whatever modifications of other Agreement terms and conditions the City may find are appropriate and in parallel with any termination and/or extension of any related METRO Act Permit(s), if any.

3.0 DESCRIPTION OF WORK

3.1 Installation of DAS/SMALL CELL NETWORKS. During the term of this Agreement, Licensee is authorized, on a non-exclusive basis, to locate and install Poles and antennae, or to attach to Poles owned by the City, to house and operate a DAS/Small Cell Network in the Public Ways or other City owned or controlled property, all as more particularly identified in Exhibit A and as supplemented in a manner consistent with this Agreement. This Agreement does not give rights to use any poles owned by third parties which are located in the Public-Rights-of-Way. For the use of poles owned by third parties, Licensee shall obtain permission from the appropriate third party.

3.1.1 Location of DAS/Small Cell Networks. The City may grant or deny the location and installation of any DAS/Small Cell Network on a pole prior to installation, based on reasonable regulatory factors, such as the location of other present or future communications facilities, efficient use of scarce physical space to avoid premature exhaustion, potential interference with other communications facilities and services, the public safety and other critical public services; provided, however, that such grant shall not be unreasonably conditioned, withheld, or delayed. After this Agreement is initially approved by the City, the Licensee may request, and the City may administratively grant, the right to locate and install additional facilities of the DAS/Small Cell Networks in the Public Ways, subject to the supplementation of Exhibit A as reasonably necessary to identify the location of the same and the Licensee's agreement to comply with the terms of this Agreement as to any such new facilities.

3.1.2 Map and List of DAS/Small Cell Network. Licensee shall maintain in a form acceptable to the City, a current map and list of the location of all facilities used by Licensee for its DAS/Small Cell Network pursuant to this Agreement and located in Public Ways. Licensee shall provide such list to the City within ten (10) Business Days upon receipt of request for same; and Licensee shall, whether or not requested by the City, provide an updated list and map promptly after any change is made in regard to the locations of the specific poles specified by Licensee in such lists and maps. Licensee shall obtain all required permits and grants of the City and any of its departments or agencies, and any other Agency with jurisdiction over the DAS/Small Cells, services or the property on which the DAS/Small Cells are or will be located, prior to performing any work under this Agreement and shall comply with all of the terms and conditions set forth in these permits. Licensee shall not mount, construct, install, maintain, locate, operate, place, protect, reconstruct, reinstall, remove, repair, or replace any DAS/Small Cells on any pole, except as expressly authorized by and in strict compliance with this Agreement, and shall not without further and separate authorization, otherwise locate more than

one antenna or other related structure on any single pole.

3.1.3 Indication of Ownership. Licensee's DAS/Small Cell Network shall be marked with a metal plate to indicate ownership. The metal plate shall be installed on the pole at eye level and shall include Licensee's name and a telephone number to call to reach a live person for assistance.

3.1.4 Changes to DAS/Small Cell Networks or Their Location on Poles Located on Public Ways. If Licensee proposes to install different but comparable equipment, or if the DAS/Small Cell or its location on the poles located on Public Ways deviate in any material way from the specifications attached hereto as Exhibit A, then Licensee shall first obtain a grant for the use and installation of the comparable equipment or for any such deviation in the DAS/Small Cells Network from the owners of the poles located on Public Rights-of-Way and shall provide the City with written evidence of such authorization. Modifications shall not be subject to this grant requirement to the extent that (i) such modification to the attachment involves only substitution of internal components, and does not result in any change to the external appearance, dimensions or weight of the attachment, as approved by the City; or (ii) such modification involves replacement of the attachment that is the same, or smaller in weight and dimensions than the approved attachment. Licensee will notify the City of any such modification within 15 days after modification is made. The City may not unreasonably deny use of the different but comparable equipment, or non-material deviation from the specifications previously approved by the City with regard to the placement of the DAS/Small Cell equipment on the poles located on Public Ways, pursuant to the factors enumerated under Section 3.1.1, and such grant shall not be unreasonably conditioned, withheld, or delayed.

3.2 Provision of Services. The DAS/Small Cell Network installed pursuant to this Agreement may be used solely for the rendering of telecommunication services. If Licensee proposes to make a material change to the nature or character of the services not expressly permitted under this Agreement, including, without limitation, video programming services, open video system services, or cable television services, Licensee shall notify the City in writing of this intended change not less than one hundred and eighty (180) days prior to the proposed date of change to Service. The City may either (i) accept the proposed change in Service on mutually agreeable terms and conditions or (ii) require that the Services not be changed but rather continue to be provided as contemplated herein.

3.3 Restoration of Work Site Areas. Upon the completion of each task or phase of work to be performed by Licensee under this Agreement, Licensee shall promptly restore all work site areas to a condition reasonably satisfactory to the City and in accordance with construction standards as specified by the City, ordinary wear and tear not caused by Licensee or the DAS/Small Cells Networks excepted. The City may, in its discretion, obtain reimbursement for the above by making a claim under Licensee's performance bond. The provisions of this section shall survive the expiration, completion or earlier termination of this Agreement.

3.4 Removal of DAS/Small Cell Network upon Expiration or Termination of Agreement. Upon one hundred and eighty (180) days' written notice by the City pursuant to the expiration or earlier termination of this Agreement for cause, or pursuant to Section 3.6 of this Agreement, Licensee shall promptly, safely and carefully remove the DAS/Small Cell Network from and including all poles and other places located in Public Ways, except for facilities subject to Licensee's METRO Act Permit. Facilities located in the Public Ways and subject to Licensee's METRO Act Permit shall be removed as required under that permit. Such obligation of Licensee shall survive the expiration or earlier termination of this Agreement. If Licensee fails to complete this removal work on or before the one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.4, then the City, upon written notice to Licensee, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge Licensee for the reasonable and actual costs and expenses, including, without limitation, reasonable administrative costs. Licensee shall pay to the City the reasonable and actual costs and expenses incurred by the City in performing any removal work and any storage of Licensee's property after removal (including any portion of the DAS/Small Cell Networks) within thirty (30) days of the date of a written demand for this payment from the City. The City may, in its discretion, obtain reimbursement for the above by making a claim under Licensee's performance bond. After the City receives the reimbursement payment from Licensee for the removal work performed by the City, the City shall promptly return to Licensee the property belonging to Licensee and removed by the City pursuant to this Section 3.4 at no liability to the City. If the City does not receive the reimbursement payment from Licensee within such thirty (30) days, or if City does not elect to remove such items at the City's cost after Licensee's failure to so remove prior to one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.4, any items of Licensee's property, including without limitation the DAS/Small Cell Networks, remaining on or about the Public Ways or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner allowed by Law, and in accordance with any legal rights of persons other than the City who own poles located in the Public Way and used by Licensee. Alternatively, the City may elect to take title to such abandoned property, whether the City is provided by the Licensee, an instrument satisfactory to the City transferring to the City the ownership of such property, or not. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

3.5 Risk of Loss or Damage. Licensee acknowledges and agrees that Licensee bears all risk of loss or damage of its equipment and materials, including, without limitation, the DAS/Small Cell Networks, installed in the Public Rights-of-Way pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged DAS/Small Cell Networks, including, without limitation, damage caused by the City's removal of DAS/Small Cell Networks, except to the extent that such loss or damage was caused by the willful misconduct of the City, including without limitation, each of its commissions, boards, departments, officers, agents, employees or contractors.

3.6 Removal or Relocation of DAS/Small Cell Network at City's Request. Licensee understands and acknowledges that the City, at any time and from time to time, may require Licensee to remove or relocate upon a written request from the City on ten

(10) Business Days' notice at Licensee's sole cost and expense, portions of the DAS/Small Cell Network whenever City reasonably determines that the removal or relocation is needed: (1) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a City project, (2) because the DAS/Small Cell Network interferes with or adversely affects proper operation of the light poles, traffic signals, City-owned communications systems or other City facilities, (3) because of a sale or vacation of the Public Ways by the City, (4) because there is a change in use of the Public Ways by the City provided such use similarly affects similarly Licensed users in the public right of way, (5) because there is damage to and/or removal of the pole, or (6) to preserve and protect the public health and safety, in a manner not inconsistent with 47 U.S.C. § 332(c)(7). Licensee shall at its own cost and expense remove, relocate and/or adjust the DAS/Small Cell Network, or any part thereof, to such other location or locations in the Public Rights-of-Way, or in such manner, as appropriate, as may be designated or granted, in writing and in advance, by the City. Such removal, relocation, adjustment shall be completed within the time prescribed by the City in its written request and in accordance with the terms of this Agreement and the Licensee's METRO Act Permit. If Licensee fails to remove, relocate, adjust or support any portion of the DAS/Small Cell Network as described by the City within the prescribed time, City may take all reasonable, necessary, and appropriate action, as stated in Section 3.4.

4.0 PERMIT, LIMITATIONS AND RESTRICTIONS

4.1 Limited Authorization. This Agreement does not authorize the placement of DAS/Small Cell Networks or any other equipment on sites, locations, structures or facilities other than those specifically identified or provided for herein or in Licensee's METRO Act Permit. Placement of the DAS/Small Cell Networks shall comply with the terms of the City's conditions of access in effect as of the date of execution hereof and as are applied equally to all Persons using the Public Rights-of-Way under grant by the City. The Agreement does not relieve Licensee of its burden of seeking any necessary permission from third parties who own poles in Public-Rights-of-Way or from other Agencies which may have jurisdiction regarding Licensee's proposed use. Licensee further acknowledges that it cannot use any historically or architecturally significant poles or Pedestrian Light Poles located in the Public Rights-of-Way except as may be otherwise expressly authorized in a specific permit issued by the City.

4.2 Reservation of Powers. The City reserves any and all powers it may have, now or in the future under applicable Laws, to regulate the DAS/Small Cell Networks, their use, or the use of the Public Rights-of-Way or of other City property. Licensee shall be subject to all present and future ordinances of the City and its boards and commissions. Nothing in this Agreement shall be construed as a waiver of any codes, ordinances or regulations of the City or of the City's right to require Licensee to secure the appropriate permits, approvals or authorizations for exercising the rights set forth in this Agreement.

4.3 All Permitted Activities Fees at Licensee's Sole Expense. Notwithstanding any other provision of this Agreement, the construction, operation, maintenance, removal and replacement of DAS/Small Cell Networks, and all other activities permitted hereunder

and all fees or obligations of Licensee under this Agreement, shall be Licensee's sole responsibility at Licensee's sole cost and expense.

4.4 Permit. Licensee shall obtain, at its sole expense, any applicable permits as are required by the City or any other Agency to perform the work and ongoing use, as described in this Agreement, in the Public Rights-of-Way, including but not limited to a METRO Act Permit pursuant to 2002 PA 48; MCL 484.3101et seq.

4.5 No Real Property Interest Created. Neither Licensee's use of the Public Rights-of-Way, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in Licensee a real property interest in any portion of the Public Rights-of-Way or any other City property, including but not limited to, any fee or leasehold interest in any land or easement. Licensee, on behalf of itself and any permitted successor or assign, recognizes and understands that this Agreement may create an interest subject to taxation and that Licensee, its successor or assign shall be subject to and responsible for the payment of such taxes.

4.6 All Rights Nonexclusive. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to Licensee under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the City to use, and to allow any other Person or Persons to use, any and all parts of the Public Rights-of-Way, exclusively or concurrently with any other Person or Persons and (2) the public easement for streets and public utilities and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the Public Rights-of-Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the City at any time.

4.7 Co-Location. This Agreement does not grant or approve any co-location rights to any person or entity, related or unrelated to the Licensee. Licensee is authorized to install one antenna per site. Additional antennas require new and additional licensure at the City's sole discretion. In the event the City grants a co-location or METRO Act or similar right of way use request to a third party, Licensee shall make such accommodations necessary to allow such co-location or pole attachment on any pole or other support structure referenced in this Agreement. Co-location requirements may include fees and/or pole attachment agreements that are fair and reasonable as defined by the City and applicable law.

5.0 WAIVERS AND INDEMNIFICATION

5.1 Non-Liability of City Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of the City shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of City under this Agreement.

5.2 Obligation to Indemnify the City. Licensee, its successors and assigns, shall hold harmless, defend, protect and indemnify the City, including, without limitation, each of its commissions, departments, officers, agents, employees and contractors, from and against any and all actions, losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs, judgments or suits including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims" or "Claim") of any kind, including, but not limited to, personal or bodily injury, death and property damage, made upon the City arising out of a third-party claim, directly or indirectly, involving any acts or omissions of Licensee or its contractors or subcontractors, or the officers, agents, or employees of any of them, while in the exercise of the rights or performance of the duties under this Agreement or otherwise, except to the extent that any such Claims result from the sole negligence or willful misconduct of the City, including, without limitation, each of its commissions, boards, departments, officers, agents, employees or contractors.

5.3 Scope of Indemnity. Licensee shall hold harmless, indemnify and defend the City as required herein, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors, except only for Claims resulting from the sole negligence or willful misconduct of the City, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any Claim which actually or potentially falls within this indemnity provision. The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification.

5.4 Waiver of All Claims. Licensee acknowledges that this Agreement is terminable by the City under limited circumstances as provided herein, and in view of such fact Licensee expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and Licensee expressly assumes the risk of selling its Services which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of Licensee or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Licensee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, boards, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the City exercises its right to terminate this Agreement, as specifically provided herein.

5.5 No Liability for Consequential, Indirect, Punitive or Incidental Damages. Neither Licensee nor the City will be liable for any consequential, indirect, punitive or incidental damages, including, but not limited to, lost profits and loss of good will. Neither Licensee nor City would be willing to enter into this Agreement in the absence of a waiver of liability for consequential, indirect, punitive or incidental damages. Accordingly, without limiting any indemnification obligations or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, (a) Licensee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands,

rights, and causes of action for consequential, indirect, punitive and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue for such damages, City, its departments, boards, commissions, officers, agents and employees, and all persons acting by, through or under each of them and (b) City fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential, indirect, punitive and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue for such damages, Licensee, its officers, agents and employees, and all persons acting by, through or under each of them.

5.6 No Interference. Licensee shall not unreasonably interfere in any manner with the existence and operation of any and all public and private facilities existing now or in the future in the Public Ways including, but not limited to, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, telecommunications facilities, utility, and municipal property without the express grant of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. Licensee shall be responsible for repair and restoration of any damage caused by such interference, to the extent it is caused by Licensee, to facilities belonging to the City. Licensee shall also not unreasonably interfere in any manner with traffic operations during the installation and/or maintenance of the DAS/Small Cell Network. The City agrees to require the inclusion of the same prohibition on interference as that stated above in all similar type agreements City may enter into after the date hereof.

5.7 Survival of Termination. The provisions of Sections 5.1 through 5.6, inclusive, shall survive any termination of this Agreement.

6.0 INSURANCE

Licensee 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.

6.1 Workers' Compensation Insurance: Licensee 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.

6.2 Commercial General Liability Insurance: Licensee 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 \$3,000,000 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.

- 6.3 **Motor Vehicle Liability:** Licensee 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 \$3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 6.4 **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, 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.
- 6.5 **Professional Liability:** Professional liability insurance with limits of not less than \$3,000,000 per claim if Licensee will provide service that are customarily subject to this type of coverage.
- 6.6 **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, 151 Martin Street, P.O. Box 3001 Birmingham, MI 48012.
- 6.7 **Proof of Insurance Coverage:** Licensee shall provide the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 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;

- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

6.9 Maintaining Insurance: Upon failure of the Licensee 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 Agreement amount. In obtaining such coverage, the City shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

7.0 LICENSE FEE, RECORD and DEPOSITS

In connection with the work to be performed and activities to be conducted by Licensee under this Agreement:

7.1 Fees for Installation and Operation of DAS/Small Cell-Related, Metro Act Exempt Facilities Including Antennas, Supporting Structures for Antennas, Poles, Equipment Shelters or Houses. In order to compensate the City for Licensee's utilization and deployment of DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles, equipment shelters or houses within the Public Rights-of-Way, Licensee shall pay to the City the following:

Application Fee: Within 30 days of the City approval of this Agreement, a one-time application fee, in addition to the permit fee referenced below. The application fee shall be governed and applied in accordance with existing state law.

Permit Fee: As compensation for the use of any and all structures in the City Public Ways, including poles or other structures and facilities, in whole or in part, whether held in fee or in trust by the City ("City Facility"), by Licensee or a third party, Licensee shall pay to the City a permit fee (the "Permit Fee"). Such amount shall be subject to and in accordance with existing state law.

7.2 Retention of Records. Licensee shall at all times keep and maintain full, true and correct business and financial records associated with this Agreement and, upon the City's reasonable request, provide such records on a quarterly basis in such form as to support all payments.

7.3 Late Payment Charge. If Licensee fails to pay any amounts payable under this Agreement within thirty (30) days after due, such unpaid amount shall be subject to a late payment charge equal to ten percent (10%) of the unpaid amount in each instance. The late payment charge has been agreed upon by the City and Licensee, after negotiation, as a

reasonable estimate of the additional administrative costs and detriment that the City will incur because of any such failure by Licensee, the actual costs thereof being extremely difficult if not impossible to determine.

7.4 Other Payments and Documentation. In addition to all other fees to be paid to the City hereunder, Licensee shall timely pay to the City all applicable deposit fees, permit fees, zoning fees, engineering fees and other fees or amounts, required to be paid by Licensee to the City in connection with obtaining permits or performing work under this Agreement, and as required by any federal, state or local law, statute, ordinance, rule or regulation. Licensee therefore acknowledges and agrees that this Agreement alone is not in and of itself sufficient authorization from the City for the installation and operation of the DAS/Small Cell Networks and that additional documentation and fees may be required by the City, including a METRO Act Permit and any engineering permits.

7.5 Security Deposit/Bond. Prior to performing any work necessary under this Agreement, and with respect to all such work, Licensee will deliver to the City a valid performance bond in the amount required by applicable state law, issued by a surety company acceptable to the City's Finance Director in the form attached hereto as Exhibit B. Alternatively, where a performance bond has been posted by the Licensee with the City pursuant to the METRO Act, and where such bond is extended to encompass the DAS/Small Cell Network permitted by this Agreement, the City may accept the METRO Act bond in lieu of the necessity of Licensee posting a separate bond pursuant to this Section 7.5. Licensee agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover incidental expenses and costs, removal expenses, restoration expenses, damages and fees not covered by any insurance policies including but not limited to: interest, charges by the City to remove DAS/Small Cell Networks and unpaid permit fees. Licensee shall keep such surety bond, at its expense, in full force and effect until the sixtieth (60th) day after the expiration or other termination hereof, to insure the faithful performance by Licensee of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to the City of cancellation or material change thereof. In the event of any non-extension of the bond, Licensee shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if Licensee fails to do so the City shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the security deposit required hereunder. Any unused portion of the funds so obtained by the City shall be returned to Licensee upon replacement of the bond or deposit of cash security in the full amount required hereunder. Such bond submitted pursuant to the requirements of a related METRO Permit shall satisfy the bond requirements of this Agreement.

8.0 WORK STANDARDS

8.1 Performance of Work. Licensee shall use and exercise due care, caution, skill and expertise in performing all work under this Agreement and shall take all reasonable steps to safeguard and maintain in clean and workmanlike manner, all work site areas, including, without limitation, the light poles located on Public Rights-of-Way and other existing facilities and property. All work to be undertaken by Licensee in the Public

Ways shall at all times be performed by workers, including its own contractors, in accordance with generally accepted industry practice.

8.2 Work Plan. Prior to performing any work necessary under this Agreement, Licensee shall present a map and written proposal describing the work to be performed and the facilities, methods and materials (if any) to be installed (“Work Plan”) to the City for review and will not perform any work until it has received City Authorization of the Work Plan. In addition, prior to conducting any work in the Public Rights-of-Way, Licensee shall provide to the City a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a day, seven (7) days a week, problems or complaints resulting, directly or indirectly, from the DAS/Small Cell Network installed pursuant to this Agreement. As soon as is reasonably practical following installation of the DAS/Small Cell Network, Licensee shall deliver as-built drawings to the City.

8.3 No Underground Work Without Written Authorization. Licensee hereby represents, warrants and covenants that Licensee shall perform no excavation, trenching, coring, boring, or digging into the ground or installation of any equipment or other material into the ground, or any other underground work in connection with the work to be performed or Services to be provided by Licensee under this Agreement, except to the extent expressly approved by the City. Licensee further represents, warrants and covenants that it shall not otherwise disturb or disrupt the operation or maintenance of any sanitary sewers, storm drains, gas or water mains, or other underground conduits, cables, mains, or facilities.

8.4 Repair or Replacement of Damaged Facilities or Property. Upon written request, Licensee agrees to repair or replace to the City's reasonable satisfaction any City-owned facilities or City-owned property that the City determines has been damaged, destroyed, defaced or otherwise injured as a result of the work performed or Services provided by Licensee under this Agreement. Licensee shall perform such work at no expense to the City, except to the extent such damage, destruction, defacement, or injury was caused by the sole negligence or willful misconduct of the City.

8.5 Modification of Work Plans. If during the term of this Agreement, the City determines that the public health or safety requires a modification of or a departure from the Work Plan submitted by Licensee and granted, the City shall have the authority to identify, specify and delineate the modification or departure required, and Licensee shall perform the work allowed under this Agreement in accordance with the City-specified modification or departure at Licensee's sole expense. The City shall provide Licensee with a written description of the required modification or departure, the public health or safety issue necessitating the modification or departure, and the time within which Licensee shall make, complete or maintain the modification or departure required.

9.0 TERMINATION

9.1 Immediate Termination upon Notice in Certain Circumstances. In addition to all other remedies provided by Law or in equity, either party may terminate this Agreement upon written notice to the other party in the event of either of the following:

9.1.1 By the City after written notice to Licensee and after opportunity to meet with representatives of the City, if the City reasonably determines that Licensee's continued use of the Public Ways will adversely affect public health or safety;

9.1.2 By either party (the "Non-Defaulting Party") if the other party has failed to perform any of its material obligations under this Agreement; provided, however, that if the Defaulting Party's failure to perform under or comply with this Agreement is capable of being cured, and if a specific notice or cure period or time for performance of such obligation is not otherwise specific in this Agreement, then the Non-Defaulting Party shall provide the Defaulting Party with a notice of the Defaulting Party's failure to perform or comply and provide the Defaulting Party with thirty (30) days from the date of the notice to cure the failure to perform or comply to the Non-Defaulting Party's reasonable satisfaction; provided, further, that upon the occurrence during the term of this Agreement of two (2) defaults of the same obligation by either Party, the Non-Defaulting Party shall not be required to provide any notice regarding the Defaulting Party's failure to perform such obligation, and any subsequent failure by the Defaulting Party after the Defaulting Party has received two such notices shall constitute a default by the Defaulting Party hereunder without any requirement on the part of the Non-Defaulting Party to give the Defaulting party notice of such failure or an opportunity to cure.

9.2 Effect of Termination. In the event of termination of this Agreement as herein provided, Licensee shall immediately cease all work being performed under this Agreement, excepting only that work necessary for Licensee to remove all DAS/Small Cell Networks from the Public Rights-of-Way as provided in Section 3.4 above and repair as needed. Termination of this Agreement by the City as herein provided shall constitute the withdrawal of any grant, consent or authorization of the City for Licensee to perform any construction or other work under this Agreement in the Public Ways excepting only that work necessary for Licensee to remove all DAS/Small Cell Networks and leave all work site areas in a clean and safe condition. Licensee shall remain liable for a prorated portion of the fees, if any, up to the time of termination.

10.0 NOTICES

Except as otherwise expressly provided in this Agreement, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

CITY

City of Birmingham
Attn: City Manager
151 Martin Street, P.O. Box 3001
Birmingham, MI 48012

LICENSEE

or to such other address as either City or Licensee may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change.

11.0 COMPLIANCE WITH LAWS

11.1 Licensee shall comply with all present and future Laws.

11.2 All facilities installed pursuant to this Agreement shall be constructed to comply with all lawful federal, state and local construction and applicable telecommunications requirements.

12.0 MISCELLANEOUS

12.1 Amendments. Except as expressly set forth herein, neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

12.2 Representations and Warranties. Each of the persons executing this Agreement on behalf of Licensee does hereby covenant, represent and warrant that, to the best of his or her knowledge, (a) Licensee is a duly authorized and existing _____ company, has and is qualified to do business in the State of Michigan, and has full right and authority to enter into this Agreement, (b) each and all of the persons signing on behalf of Licensee are authorized to do so, and (c) all financial statements and reports previously provided to the City by Licensee are true and compete in all material respects and accurately reflect the financial condition of Licensee as of the date such statements were provided to the City, and Licensee’s financial condition as of the date it executes this Agreement is not materially worse than that reflected in the most recent of such financial statements and reports, and (d) the DAS/Small Cell Networks installed pursuant to this Agreement shall comply with all applicable FCC standards regarding radio frequencies and electromagnetic field emissions. Upon the City's written request, Licensee shall provide the City with evidence reasonably satisfactory to the City confirming the foregoing representations and warranties.

12.3 Interpretation of Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use

of the word “including” or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as “without limitation” or similar words, are used.

12.4 Assignment; Successors and Assigns. Neither this Agreement nor any part of Licensee's rights hereto may be assigned, pledged or hypothecated, in whole or in part, without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the assignment of the rights and obligations of Licensee hereunder to a parent, subsidiary, affiliate, or any person or entity that shall control, be under the control of, or be under common control with Licensee, or to any person or entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee that are subject to this Agreement shall not be deemed an assignment for the purposes of this Agreement, provided that Licensee deliver to the City the following: (1) a performance bond issued in the name of assignee; and (2) Certificate of Insurance naming assignee as insured. Further, without the installation of additional equipment or facilities, Licensee may provide capacity across Licensee’s DAS/Small Cell Network to a third party without the consent required in this Section 12.4 so long as Licensee retains control over and remains solely responsible for such DAS/Small Cell Network. In the event Licensee files a petition in bankruptcy pursuant to 11 U.S.C. Sections 101, et seq., the assignment of this Agreement shall be governed by the provisions of the Bankruptcy Code. An assignment of this Agreement is only enforceable against the City if Licensee or its trustee in bankruptcy complies with the provisions of 11 U.S.C. Section 365, including obtaining the authorization from the Bankruptcy Court. City hereby expressly reserves all of its defenses to any proposed assignment of this Agreement. Any person or entity to which the Bankruptcy Court authorizes the assignment of this Agreement shall be deemed without further act to have assumed all of the obligations of Licensee arising under this Agreement on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to City, shall be the exclusive property of City, and shall not constitute property of Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Upon the City’s request, any assignee under this Section shall execute and deliver to the City an instrument confirming such assumptions.

12.5 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by Law.

12.6 Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of Michigan.

12.7 Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Agreement) contains the entire agreement between the parties and

supersedes all prior written or oral negotiations, discussions, understandings and agreements. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Agreement and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

12.8 Time of Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

12.9 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

12.10 Relationship of Parties. The City is not, and none of the provisions in this Agreement shall be deemed to render the City, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's prior written consent as provided herein. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

12.11 Recitals. The parties hereby affirm and acknowledge as accurate the Recitals set forth above which may be relied upon in the interpretation of this Agreement.

12.12 Counterparts. This Agreement may be executed in multiple counterparts each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties.

CITY OF BIRMINGHAM

By: _____

Title: _____

Dated: _____

LICENSEE, _____

By: _____

Title: _____

Dated: _____

EXHIBITS

Exhibit A DAS/Small Cell Network Plans and Specifications
Exhibit B Bond

EXHIBIT A

DAS/SMALL CELL NETWORK PLANS AND SPECIFICATIONS

EXHIBIT B

SECURITY BOND

Principal: _____
Bond Amount: _____
Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____, of _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Birmingham or its assigns, in the penal sum of \$_____, lawful money, to be paid unto the City for the true payment of which we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a DAS/Small Cell License Agreement dated_____, 201__ with the City (“Agreement”), which contract is referred to and made a part hereof as if fully set forth; and,

WHEREAS, Section 7.5 of the Agreement requires a Security Deposit to cover incidental expenses and costs, damages and fees not covered by any insurance policies including but not limited to: interest, charges by the City to remove DAS/Small Cell Networks and unpaid permit and application fees; and

WHEREAS, the City conditionally granted approval on_____ for the DAS/Small Cell Network Plans and Specifications as set forth in the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that this obligation shall remain in full force and effect until the sixtieth (60th) day after the Expiration Date of the Agreement or other lawful termination hereof, to insure the faithful performance by Licensee of all of the covenants, terms and conditions of the DAS/Small Cell License Agreement. Thirty (30) days prior written notice to the City is required for bond cancellation or material change thereof.

Whenever Principal shall be declared by the City to be in default under the approved DAS/Small Cell Network Plans and Specifications or Agreement, the Surety shall promptly remedy the default, or make available sufficient funds to pay the costs of the City in remedying the deficiencies in accordance with the terms of the Agreement, but not exceeding the amount set forth in the first paragraph hereof.

(Remainder of page left intentionally blank.)

Signed, sealed, and dated this _____ day of _____, 201__.

IN THE PRESENCE OF:

Principal: _____

Signed: _____

Title: _____

Surety: _____

Signed: _____

Title: _____

DATE: November 30, 2018

TO: Joseph A. Valentine, City Manager

FROM: Joellen Haines, Assistant to the City Manager

SUBJECT: City Logo Advancement Process

INTRODUCTION:

On July 9, 2018, the City Commission approved a Request For Proposal (RFP) for Logo Branding Services to hire a professional firm which would move the initial city logo project forward to finalize a new city logo. The Commission directed staff to issue the proposed RFP, evaluate the proposals and recommend a firm. The RFP for Logo Branding Services was submitted to MITN (Michigan Inter-Governmental Trade Network) July 12, 2018, with a Sept. 7, 2018 deadline for submissions. The City received 15 bid proposals from 14 firms, and staff have identified the top five design firms, and is recommending the top firm for Commission consideration.

BACKGROUND:

The Commission initiated a city logo branding project in October of 2016 by creating an Ad Hoc Birmingham Brand Development Committee (BBDC), which worked with McCann Detroit to evaluate logo designs and provide feedback in the process. The Ad Hoc BBDC made a final logo recommendation to the City Commission on July 9, 2018, and the Commission decided to continue to explore the city logo effort, and later approved a city-wide survey which took place in January of 2018. As a result of the survey findings, and to move the project forward, the Commission approved an RFP for logo branding services in July of 2018 (See attached RFP).

The City received 15 bids from 14 design firms, and the bids were publicly opened Sept. 7, 2018. The names of each company, along with their bid amount are shown below.

	COMPANY NAME	BID AMOUNT
1.	American Graphic Corporation	\$ 2,050.00
2.	BrandFirst	\$ 29,000.00
3.	Digitalliance (Option 1)	\$ 14,800.00
4.	Digitalliance (Option 2)	\$ 22,300.00
5.	Edward White Design	\$ 3,500.00
6.	Factory Detroit, Inc.	\$ 5,000.00
7.	Ideation	\$ 40,000.00
8.	M3 Group	\$ 10,650.00
9.	Motiva Marketing	\$ 41,975.00
10.	Real Integrated	\$ 25,000.00
11.	Robert Dempster Design	\$ 25,000.00
12.	Seeds Marketing & Design	\$ 16,920.00
13.	The Storm Company	\$ 60,000.00
14.	Works Design Group	\$ 47,500.00
15.	Zoyes Creative Group	\$ 25,750.00

All bids were reviewed for compliance with the City's Request for Proposal (RFP). After evaluating all the bids, I found a few of the bidders did not meet the requirements of the Scope of Work outlined in the RFP. All qualified bids were scored based on the qualifications of the firm, understanding of the project requirements, technical capability/capacity to perform, clarity and completeness of proposal, communications and responsiveness, and cost.

The top five bids (alphabetically listed) were determined to be:

- Digitalliance (Option 1) for \$14,800
- Factory Detroit for \$5,000
- M3 Group for \$10,650
- Real Integrated for \$25,000
- Robert Dempster Design for \$25,000

References were checked, and the City received favorable feedback on each of the five firms. While all five design firms had strong qualifications and excellent references, Factory Detroit ranked the highest overall by criteria and cost.

The chart below shows the criteria used to evaluate the design firms, and the scoring.

FIRM	Digitalliance Option 1	Factory Detroit	M3 Group	Real Integrated	R. Dempster Design
Qualifications of firm/personnel <i>(background, experience w/sim. projects)</i>					
Ability to provide services as outlined in RFP	4	4	4	4	4
Has experience w/projects of similar scope	4	4	4	4	4
Municipality experience	4	4	4	3	4
Provided professional qualifications	4	4	4	4	4
Understanding of proj. requirements					
Content of proposal	4	4	4	4	4
Technical capability/capacity to perform work <i>(ability to meet proposed schedule, sufficiency)</i>	4	4	3	4	4
Clarity and completeness of proposal <i>(details, deliverables, organized, etc)</i>	3	4	4	4	4
Communications and responsiveness	4	4	4	4	4
Cost: (amount)	\$14,800	\$5,000	\$10,650	\$25,000	\$25,000
Additional cost charge: meeting	\$250	\$500	\$450	\$155	\$750
Additional cost charge: hourly rate	Not Provided	\$200	Not provided	\$155	\$250
Cost: (score)	3	4	4	3	3
Total Score	34	36	35	34	35

SCORING

Score	Value	Description
0	Not applicable or Unacceptable	The proposal response does not address the requirement or the response does not describe experience related to this requirement, or cannot be understood.
1	Poor	The proposal response minimally addresses the requirement, but one or more major components for this requirement are not addressed. There is a low degree of confidence in the bidder's response.
2	Acceptable	The proposal response addresses the requirement adequately, but minor considerations are not addressed. There is an acceptable degree of confidence in the bidder's response.
3	Good	The proposal response fully addresses the requirement and provides a good quality solution. There is a good degree of confidence in the bidder's response.
4	Very good	The proposal response addresses all considerations of this requirement and includes innovative or cost-saving approaches. There is a high degree of confidence in the bidder's response.

LEGAL REVIEW:

This proposal includes a contract with language that has already been reviewed by the city attorney prior to issuing the RFP. No legal action is needed at this time.

FISCAL IMPACT:

The city logo branding initiative was initially budgeted for in the 2017-2018 budget year, but more time was needed to complete the project and move it forward. There is \$12,500 budgeted for fiscal year 2018-19 in Account # 101-299.000-729.0000 for this project.

SUMMARY:

There are a few options available to proceed. Staff has presented optional recommendations for the Commission's consideration.

ATTACHMENTS:

- The following is a list of attachments related to this report:
 - RFP
 - Top 5 Logo Branding Services Proposals, alphabetically arranged.

SUGGESTED RESOLUTION:

1. To accept the proposal from Factory Detroit to provide logo branding services in an amount not to exceed \$5,000, charged to Account #101-299.000-729.0000, and further, to authorize the Mayor to sign the agreement on behalf of the City.

OR,

2. To accept the proposal from _____ to provide logo branding services in an amount not to exceed \$_____, charged to Account #101-299.000-729.0000, and further, to authorize the Mayor to sign the agreement on behalf of the City.

OR,

3. To establish a review committee of commissioners to evaluate the top five logo bid proposals and make a recommendation for a selected vendor, with the committee consisting of _____, _____, and _____.

OR,

4. To establish a review committee of commissioners to evaluate all bid proposals and make a recommendation for a selected vendor, with the committee consisting of _____, _____, and _____.



REQUEST FOR PROPOSALS
LOGO BRANDING SERVICES



Issued by:
City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012
(248) 530-1807
www.bhamgov.org



**REQUEST FOR PROPOSALS
FOR LOGO BRANDING SERVICES**

Sealed proposals endorsed **“LOGO BRANDING SERVICES”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until **Friday, September 7, 2018 at 3:00 p.m.** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms for logo branding services. 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, 151 Martin St., Birmingham, Michigan, ATTENTION: Joellen Haines

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:	August 3, 2018
Deadline for Submissions:	September 7, 2018 at 3:00 p.m.
Contact Person:	Joellen Haines, Assistant to the City Manager P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248-530-1807 Email: jhaines@bhamgov.org



**REQUEST FOR PROPOSALS
FOR LOGO BRANDING SERVICES**

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INTRODUCTION

For purposes of this Request for Proposals (RFP) is to solicit professional logo branding services for the City project: Request for Logo Branding Services. 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.”

BACKGROUND AND PROJECT DESCRIPTION

Background

The City of Birmingham was incorporated from a village into a city in 1933. It is rich in history, and strives to cultivate a safe, healthy and dynamic city which promotes an environment for people of all ages to live, work, shop and play in the community. The approximately 5-square mile City is home to more than 20,000 people and is located approximately 20 miles north of downtown Detroit in the southeastern portion of Oakland County. The City of Birmingham has a historic downtown nestled inside a thriving retail shopping district, all surrounded by beautiful golf courses, quaint parks and convenient parking structures. Birmingham offers a variety of experiences from sports facilities to entertainment and fine dining. The City boasts pedestrian-friendly shopping and an innovative Farmer’s Market, concerts in the park, and outdoor movie nights, available during the summer months. Additionally, Birmingham hosts numerous art fairs, bike race, and year-round events to draw in visitors from all over the country.

The City is committed to engaging in progressive and forward planning that actively recognizes the importance of honoring the City’s past. Birmingham is a close, but welcoming community, and the City strives to maintain its small-town feel while offering the recreational and cultural advantages of a prosperous urban area.

The City of Birmingham as an organization employs about 200 full-time staff members and numerous seasonal workers. Our values center on transparency, communication, environmental leadership, small town character, history, fiscal responsibility, health and inclusion. We are currently striving to embody our ethics and philosophy into a brand identity.

The current logo has been in use for the last 20 years, and began as clip art from a design that was a line drawing of City Hall. While we are looking to update our logo, that could mean either a subtle enhancement or a complete change. Ultimately, we want a visual representation of the City that reflects our values and unique identity as an organization.

Initial Branding Process: In July 2016, The City Commission approved the creation of an Ad Hoc Birmingham Brand Development Committee (BBDC) for the purpose of reviewing and making a recommendation to the City Commission for the rebranding of the City logo. The Committee worked with a Birmingham-based design firm which performed extensive research with residents, key stakeholders and community members. From this research, the firm moved into the design phase for logo concepts.

The design firm worked with the BBDC over a period of ten months to narrow the logo designs to the top three, with a recommendation for the top selection to be considered by the City Commission. After considering the designs, the City decided that more input was needed. To move the process forward, the City Commission approved conducting a city-wide survey in January, 2018 to solicit community input on specific design elements based on designs presented by the firm and vetted by the Brand Development Committee. The results of the survey provided key insights on logo and branding in Birmingham.

Project Description

The City is looking to complete the process of moving forward with the logo project, and is requesting, via an RFP, that a design company take the information already gathered to finalize and present a new city logo design acceptable to the City. The proposal will also include a comprehensive style guide. The City is accepting sealed bid proposals from qualified professional design and branding firms who have experience in similar branding services for municipal governments.

PROPOSAL REQUIREMENTS

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).

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 proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by October 16, 2018. 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.

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide a comprehensive update and refresh of the city's logo.

SCOPE OF WORK

The selected Contractor will work with the public, City staff, and the City Commission to review and update Birmingham's city logo.

The scope of services is as follows:

1. **Review Existing Data:** The selected firm will review the input gathered by the City for the logo branding project, and advance prior efforts toward a new design, which includes the following:
 - a. Review existing logo for possible enhancements;
 - b. Review prior logo designs considered from prior process;
 - c. Develop an entirely new design logo based on prior efforts and research; and understanding that,
 - d. Prior efforts include Commission and Ad Hoc Birmingham Brand Development Committee minutes, presented materials at the meetings, logo survey data collected, and any other relevant documents and research.

The selected firm will take into consideration all related input in creating a new logo design, and the contractor has the creative license to create a new design, which integrates City input, as they see fit. To clarify further, this means the firm may make a subtle enhancement or a complete change, and would not be limited to using the logo designs already presented or discussed during the initial logo branding process.

2. **Design Development Phase:** The ideal logo should include, but not be limited to, the following design aspects:
 - The selected firm will take into consideration all related input in creating a new logo design, and the contractor has the creative license to create a new design, which integrates City input, as they see fit.
 - Logo concepts should include designs that reflect the City of Birmingham's mission and core values;
 - Have visual impact and high design integrity;
 - Work in a variety of media (print, online, clothing, outdoor signage, etc.);
 - Work well and have ability to be reproduced at various sizes – large and small;
 - Incorporate the tagline “A Walkable City or A Walkable Community” but also can work without a tagline;
 - Use the City's approved color, Green, Pantone 3435;
 - Reproduce well from vector-based files.
3. **Design Preparation and Presentation:** The Contractor will prepare an initial detailed report for review by the City Commission and visual presentation of up to three (3) logo designs to be presented at a City Commission meeting. The Contractor will be prepared to respond to questions and explain details of design ideas and how it relates to data provided by the City from previous City logo branding efforts. The Contractor will be prepared to respond to feedback supplied by the City Commission and make changes as directed from the meeting.

The Contractor will be prepared to present additional revisions or redrafts of the logo designs, at up to eight (8) separate subsequent meetings with the Commission. While eight meetings are scheduled, and are likely to be sufficient, one or more additional meetings may be required to reach consensus and refine proposed logos. Please provide costs for additional Commission meeting presentations if required. The purpose of these meetings is to incorporate suggestions by the Commission, get additional direction and to finalize the process of getting a new logo. The Contractor will work with staff and the City Commission to refine drafts into a final product for approval by the City Commission.

4. **Finalization and Adoption:** A draft of the new logo design will be presented to the City Commission for discussion and a final vote. The Contractor will participate in the required public meeting(s) and prepare a completed final document with all necessary changes.
5. **Style Guide Finalization:** Once a final logo has been approved by the City Commission, the Contractor will provide the City a detailed Style Guide for the new logo, showing specific uses, both in print and in web applications, and will be a reference guide for all city staff on the use of the logo. The guide will identify fonts, colors, logos (b&w, color, positioning of elements in various media, and how to use the logo in existing media outlets).
6. **Project Deliverables:** The Contractor will provide the following items in hardcopy and electronic format:
 - a. **City logo design:** The approved logo will be delivered in high resolution imaging, vector based for web design, and in various formats for print use. The design will be easily integrated for use in all City of Birmingham communication avenues, to include, but not limited to such items as letterhead, envelopes, memorandum, email communication, business cards, community newsletters (hardcopy and electronic), signage, press releases, vehicles, clothing , as well as print or online communication avenues such as FaceBook, Twitter, etc.
 - b. **Birmingham Logo Style Guide:** Creation of a Birmingham Logo Style Guide, to include graphic/brand standards and style guidelines, templates and usage examples for e-marketing, social media, print media, equipment, clothing, signage, letterhead, business cards, etc.

In addition, the Contractor shall adhere to the following guidelines:

1. All work completed by the Contractor shall be original, and shall not violate any copyright laws. The selected firm will provide a statement confirming originality of design.
2. All ownership rights to original art files and design concepts shall be transferred to the City of Birmingham upon completion of the project.

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

TIME SCHEDULE AND COST PROPOSAL

All proposals must include a proposed time schedule for completion of the project.

The Contractor shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

This section, the RFP and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Friday, Sept. 7, 2018 at 3:00 p.m.** to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) electronic copy and five (5) hard copies of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"LOGO BRANDING SERVICES"**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer 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) Describe your approach in detail, with timeline proposal and process for brand development.
- (3) Summarize your branding experience, and include examples that illustrate the process from research to package delivery.
- (4) Profiles of key staff.
- (5) Approach, work plan, and timeline proposal.
- (6) List of three references that have used your professional services for a similar project, and include a contact name, mailing address, email address, and a contact phone number.

- (7) Bidders Agreement (Attachment B);
- (8) Cost Proposal (Attachment C); and
- (9) Iran Sanctions Act Vendor Certification (Attachment D).

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 to: Joellen Haines, Assistant to the City Manager, 151 Martin Street, Birmingham, MI, or via email to jhaines@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
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. 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, and the proposals will be evaluated based on, but not limited to, the following criteria:

- Ability to provide services as outlined.

- Experience of the Contractor with similar projects.
- Professional qualification of key employees assigned to the project.
- Content of Proposal.
- Cost of Services.
- References

The City Commission will determine the process for selection of the Contractor, either via Committee or by staff recommendation based on the above criteria.

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.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B)
 - b. Cost Proposal (Attachment C)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - d. Agreement (Attachment A – **only if selected by the City**).
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.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work.
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for similar projects.
8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

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.

PROJECT TIMELINE

Evaluate Respondents	September 2018
Interview Contractors	September 2018
Award Contract	October 2018
Project Kick Off Meeting	October 2018

The Contractor will not exceed the timelines established for the completion of this project.

ATTACHMENT A: AGREEMENT FOR LOGO BRANDING SERVICES

This AGREEMENT, made this _____ day of _____, 2018, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required for logo branding services, 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 complete the city logo branding project.

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 complete a proposal for logo branding services and the Contractor's cost proposal dated _____, 2018 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _____, as set forth in the Contractor's _____, 2018 cost proposal.
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. The Contractor agrees that it will require all subcontractors to sign a Non-Disclosure Agreement satisfactory to the City Attorney.

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 **\$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 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 services 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.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 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;
 - 5) 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: Joellen Haines, Mgrs. Office
151 Martin Street
Birmingham, MI 48009
248-530-1807

CONTRACTOR

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.

WITNESSES:

CONTRACTOR

By: _____

Its:

CITY OF BIRMINGHAM

By: _____

Andrew Harris

Its: Mayor

By: _____

Cherilynn Mynsberge

Its: City Clerk

Approved:

Joellen L. Haines
(Approved as to substance)

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

Timothy J. Currier, City Attorney
(Approved as to form)

Joseph A. Valentine City Manager
(Approved as to substance)

**ATTACHMENT B - BIDDER'S AGREEMENT
FOR LOGO BRANDING SERVICES**

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

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

**ATTACHMENT C - COST PROPOSAL
FOR LOGO BRANDING SERVICES**

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

TOTAL AMOUNT	\$
Additional Meeting Charge	\$ per meeting
Additional Services Recommended (if any):	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour

Firm Name _____

Authorized signature _____ Date _____

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR LOGO BRANDING SERVICES**

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

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

**PREPARED BY
(Print Name)**

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

The City Of Birmingham
Logo and Brand Development RFP Response



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executive summary

Digitalliance has been serving the brand and digital marketing needs of its clients since 2010 and is pleased to provide the following proposal to The City of Birmingham for the creation of a new logo and brand position. We look forward to the opportunity to work together to create a new and dynamic brand that uniquely positions The City of Birmingham above other local communities.

Situation Analysis

The current City of Birmingham logo has been in use for 20 years and was originally created from an illustration of the Birmingham City Hall. In 2016 the City created the Birmingham Brand Development Committee (BBDC) and embarked on a rebranding initiative which included engaging a local agency to conduct community research and provide recommendations to the committee for a new logo. Over a ten month process the creative recommendations were narrowed to three selections. The BBDC decided to solicit feedback from the community on the selections to gain input on design elements and direction. This effort yielded further insight, yet no finalized direction was chosen. As a result, the City has decided to engage a qualified branding and design firm to help bring this effort to fruition.



project scope and deliverables

Review Existing Data

The City will provide materials from the prior branding efforts to provide insight and historical context to the selected branding partner to help inform and guide the process. These materials will include; the existing City logo, prior logo designs submitted during the initial process, BBDC meeting minutes and input, logo survey data and any other relevant materials and research that has been conducted to date.

Design and Development

Incorporating research and reference materials from previous branding efforts, the selected firm will be required to provide a series of new logo concepts that are visually impactful and reflect the mission and core values of the City.

Additionally, the City has requested that the new logo incorporate the tagline “A Walkable City or A Walkable Community” as well as utilize the existing Pantone 3435 Green.**

Finalization and Adoption

The selected branding partner will participate in and coordinate with the BBDC during a series of public meetings, and will incorporate all relevant feedback and comments to arrive at a final selection to be adopted by the City.

PROJECT DELIVERABLES

1. Design and development of a **unique logo for the City** that can be applied to all applicable communication and marketing materials.
2. A comprehensive **logo and identity style guide** that establishes rules for application and defines guidelines for the consistent use of the brand and branding elements.

** Please see separate notes on research and tagline requirements on page 15

company background

Digitalliance was formed in 2010 and is a full-service design and marketing agency serving a diverse client base. We are an independent agency, yet maintain relationships with marketing and public relations partners who can provide strategic services that are outside of our core capabilities. We are a non-traditional agency and our business model is decentralized which means our team works remotely. Additionally, our staffing is fluid and scalable only to the needs of our clients and the demands of each project or engagement. What this means is that our clients do not pay for unnecessary overhead and we are not constrained by geography when providing talent.

Digitalliance is a Michigan-based company and most team members are local. We do not have any off-shore relationships and do not outsource work overseas. Every client is provided with a project lead, technical lead, and project manager. All additional resources required for the successful delivery of our client's projects are determined based on project scope and timeframe.

Depending on the type of project engagement, most work can be completed remotely, however, we strive to schedule as many in-person and on-site meetings with our clients as possible. There's no substitute for 'face time' and the benefits of building client relationships through actual meetings. Projects are managed online using a shared work space platform. All project stakeholders are given access to the project board to keep all work on track, share and transfer assets, add notes and communication, and define delivery dates and milestones.

Our experience and client list is diverse by design. We believe in a broad mix of clients and industries as this continually challenges our creativity and the solutions we provide.

leadership



As founder and President of Digitalliance, Curtis Jackson has nearly 30 years of experience in the marketing communications field. From his entrepreneurial beginnings as co-founder of a successful Midwest creative agency, to managing global marketing efforts for a leader in the musical instrument category, Curtis has vast experience in both business-to-business and business-to-consumer channels.

A veteran of traditional marketing tactics and a strong advocate for digital opportunities, Curtis counsels clients on integrating their marketing efforts across channels to build stronger, personal experiences for their customers.

As a native Detroit resident and resident of Beverly Hills, he has worked at the agency level providing strategic brand counseling and visual architecture to leading automotive brands.

His industry experience includes automotive, logistics, technology, consumer products, professional services, health care, finance, retail, hospitality, and municipalities.

As clients are increasingly pushed to adopt new information and marketing technologies, Curtis counsels and leads them in the optimal application of digital strategies and non-traditional marketing tactics. He is a recognized authority on digital marketing and social media and has presented his insights to national and global organizations.

With multi-disciplinary experience in brand positioning and marketing initiatives requiring integrated communications, digital media, events, packaging and broadcast, Curtis has received national and international recognition for creative excellence from the Detroit Creative Director's Council, Graphis, American Corporate Identity, Webby Award of Excellence, and Communication Arts.

client experience



additional brand experience by industry

Automotive

- General Motors
- Ford
- Chrysler
- Magna
- TI Automotive
- Nexteer Automotive
- Delphi
- Federal-Mogul
- Carlite
- Ricardo
- Continental
- Recaro Seating
- Faurecia
- DURA Automotive
- ArvinMeritor
- MAGNA
- Schuler

Non-Automotive

- LinkedIn
- eBay
- Gibson Guitar
- Epiphone
- Baldwin Piano
- Wurlitzer
- Beaumont Hospitals
- Botsford Hospital
- Detroit Medical Center
- New York Life
- Raytheon

Professional Service

- Grant Thornton
- Quarton International
- AlixPartners
- Deloitte
- BillHighway.com
- Benefit Outsourcing
- PlunkettCooney
- Rader, Fishman & Grauer
- Campbell Ewald
- POLK
- PriceWaterhouseCoopers
- AIAG

Government

- Hartland Township
- Highland Township
- The Village of Holly
- Main Street Oakland County
- State of Michigan DHS

client references

Rick Hamill

Township Supervisor
Highland Township
248.887.3791
rick.hamill@highlandtwp.org

Colleen Rosso

Corporate Communications
Manager
DTE Energy
313.235.8859
colleen.rosso@dteenergy.com

(Colleen was formerly the Communications
Director for Hartland Township)

Marge LaRuffa

CEO
Detroit Institute for Children
248-926-0909
marge.laruffa@detroitchildren.org

Rick Woyde

Founder and CEO
Pairaphrase, LLC
248.939.6837
rickw@pairaphrase.com

Lisa Vallee-Smith

CEO, Founder
Airfoil Group
248.304.1400
vallee-smith@airfoilgroup.com

Mike Scott

Director of Marketing
Mt. Elliott Cemetery Association
586.286.9020
mscott@mtelliott.com

process

1. Research**

- The first step to any successful branding process is research. Understanding the core objectives and business goals is paramount, as is the importance of understanding the historical context of the brand. Digitalliance utilizes a number of proprietary research tools, conducts interviews, surveys, focus groups and other efforts to create a broad picture of the state of the brand. Research is conducted both internally and externally and can include a media audit, client perspectives, employee surveys and other methods.

2. Strategy**

- All research is summarized and presented to the BBDC, City Council, stakeholders and decision makers. This research and data is used to create a comprehensive picture of the competitive landscape and helps shape the direction for uniquely repositioning the brand.

3. Creative

- With a solid understanding of key drivers and business objectives, we begin the creative process for the expression of the brand. This involves the development of logo refinements or new concept recommendations that are supported with sample applications to marketing materials which will help illustrate context.

4. Refinement

- Strategic recommendations are narrowed and all input and feedback from stakeholders is taken into consideration to refine the logo designs and applications. This process may be repeated until all parties can reach consensus on a finalized solution.

5. Delivery

- After a solution is determined and agreed upon, we begin the process of implementation and the creation of brand guidelines and application rules. All marketing templates are created and a specific list of deliverables and digital assets are delivered.

** Please see separate notes on research and tagline requirements on page 15

View additional work and case studies at [Digitalliance.com](https://www.digitalliance.com)

representative work

Highland Township

Challenge

The community had tasked a team of residents, business owners and other stakeholders with the goal of developing a brand and position that uniquely reflected the Township’s many attractive features. This effort was driven by the visibility of neighboring communities and their respective branding efforts. In addition, there wasn’t consensus among stakeholders of how best to create and solidify a unified message.

Approach

Our first step was to establish a baseline of criteria that would set the tone and creative direction for the brand. We developed a branding survey and engaged the community with specific questions designed to identify the most important features Highland offers. With significant community input, and discussions with the community branding team, we explored and presented a range of creative executions for a logo, tagline and position. Concepts ranged from traditional to contemporary styles that encapsulated the personality of Highland and referenced the criteria established through research. The result is a logo and tagline that celebrates the outdoor activities Highland has to offer, and the warm and welcoming nature of the community.



View additional work and case studies at Digitalliance.com

representative work



View additional work and case studies at [Digitalliance.com](https://www.digitalliance.com)

representative work

Hartland Township

Challenge

Hartland Michigan was seeking a branding partner to help create a 'community brand' that could be used to market and support the many features of the community as well as specific support and visibility for the business community. The brand needed to be distinctive and unique, but also be able to work with the existing Township identity.

Approach

As with all branding engagements, our first step was to conduct research and outreach to the community. These efforts revealed the importance of the historical qualities of Hartland, but also a clearly emotional connection to the 'friendly' nature of its people. Further, the association of the 'heart' image resonated with many people (despite the difference in spelling), and this became a key consideration in the creative recommendations. The result is a brand and tagline that has become well-received by the community and broadly adopted and championed by residents, business leaders and the Township stakeholders.



View additional work and case studies at Digitalliance.com

representative work



Click to view logo animation



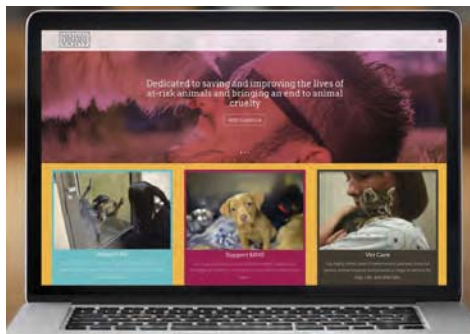
View additional work and case studies at Digitalliance.com

additional brand design



View additional work and case studies at Digitalliance.com

additional brand design



notes on research

We understand the City is prepared to provide research and materials from the original logo and branding process, and while we believe this will be helpful, we would like to reserve the opportunity to conduct additional research at our discretion.

The proper research behind any branding process is critical to its longterm success and all creative firms approach this process differently. Therefore, the research and information gathering process has been separated in our response in both the timeline and the proposed budget.

brands and taglines

The City has indicated requirements for both taglines and colors and would like the words '*A Walkable Community*' as well as Pantone Green 3435 be incorporated in the final design.

Taglines for any brand or community should be rooted in the research that ultimately guides the creative development. But more important, be unique and distinctive phrases that distill the benefits of the community into words that support the logo and visual applications. '*A Walkable Community*' is a description and not a unique tagline that celebrates the individuality and personality of the City, nor is it an 'ownable' position that couldn't also be adopted by many other communities in the area. Our strong recommendation would be to proceed with tagline development in parallel with logos in order to create a more cohesive and individualized brand for The City of Birmingham.

In regard to specific colors, the same can be said for suggestions to use the existing Pantone Green. While this may ultimately become part of the recommended color scheme or palette, it should not be considered a mandate or drive the logo explorations and creative process.

timeline

A proposed development schedule is provided below based on the overall project objectives. These dates and milestones are projections only and Digitalliance will provide a more comprehensive schedule during our discovery process. Timeline is based on the City’s need for 8 scheduled meetings.

■ Research
 ■ Strategy
 ■ Creative
 ■ Refinement
 ■ Delivery

September	October	November	December	January	February
Pre Development Meetings					
	Brand Exercises and Research**				
		Research Summary and Presentation			
				Brand Narrative and Positioning**	
				Logo and Tagline** Recommendations	
			Holidays		

March	April	May	June	July	August
Logo Refinement and Applications					
	Logo Refinement and Guidelines				
Determine Digital Assets					
	Creation of all templates, and digital assets				

** Please see separate notes on research and tagline requirements on page 15

budget

Phase 1: Research	
Pre-development meeting(s)	
Existing research review	
Brand audit**	
Brand survey**	
Competitive benchmark**	(\$2,500**) \$1,800
Phase 2: Strategy**	
Strategy meeting(s) and coordination	
Consolidation of new research	
Summary presentation to stakeholders	(\$2,500**)
Phase 3: Creative	
Tagline development**	
Logo development	
Creative presentations and coordination	(\$2,500**) \$6,500
Phase 4: Refinement	
Finalize logo	
Develop list of digital assets	
Refinement and completion of templates*	
Creation and development of identity standards	\$5,000
Phase 5: Delivery	
Completion, collection and delivery of assets	\$1,500

Proposed investment: \$14,800

****Proposed investment with optional components: \$22,300**

* Please note, budget can be affected by total number of assets and/or digital templates required.

** Please see separate notes on research and tagline requirements on page 15

project payment schedule

1/3 deposit required upon acceptance of proposal

Terms: Due upon receipt of invoice

Second installment due upon completion of STRATEGY

Terms: Due upon receipt of invoice

Third installment due upon presentation of CREATIVE

Terms: Due upon receipt of invoice

Final payment due after DELIVERY

Terms: Due NET 30-days

thank you

We appreciate the opportunity to provide this proposal for the branding and logo development for The City of Birmingham and look forward to the opportunity of working together.

Acceptance:

This is an estimate only. It is based on the best information available as of the date issued and provides for limited variations. If additional variations occur or modifications beyond the scope of this quote are requested, a change order will be issued detailing required additional costs.

Terms: Project will be billed according to the included payment schedule.

Ownership and Indemnification: It is understood that all the services rendered by Digitalliance, LLC under this agreement are to be considered a “work for hire” under Copyright Laws of the United States of America. Upon receipt of full payment, Digitalliance, LLC shall assign to The City of Birmingham, MI ownership of all assets and exclusive usage rights, interests and copyrights to all materials prepared on behalf of Birmingham, MI. Digitalliance, LLC shall retain no rights, title or interest in any portion of any project. Any stock photography or illustration is bound to the licensing terms of the associated stock agency.

The City of Birmingham, MI agrees to indemnify and hold Digitalliance, LLC harmless from and against all losses, claims, damages, expenses, and liabilities which Digitalliance, LLC may suffer or incur based upon information, representations, reports, or data furnished by Birmingham, MI for use. However, this indemnification and hold harmless promise does not extend to Digitalliance, LLC’s negligent use of that information or other negligent acts in the discharge of its duties under this Agreement. In the event of Digitalliance, LLC’s negligence, Digitalliance, LLC will be responsible for all losses, damages and expenses, and it will indemnify and hold The City of Birmingham, MI harmless as to them. Either party shall promptly notify the other of any claims asserted or threatened that might trigger any of the provisions of this paragraph.

This proposal represents the extent of the project agreement between Digitalliance, LLC and The City of Birmingham and does not imply or bind parties to a prolonged service agreement or contract obligation.

Thank you for considering Digitalliance, LLC.

Approved

Date

For proposal acceptance, questions or requests for additional information, please contact:

Curtis Jackson

President

Digitalliance

33717 Woodward Ave., #133

Birmingham, MI 48009

(248) 321-9132

curtis@digitalliance.com

**ATTACHMENT B - BIDDER'S AGREEMENT
FOR LOGO BRANDING SERVICES**

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.

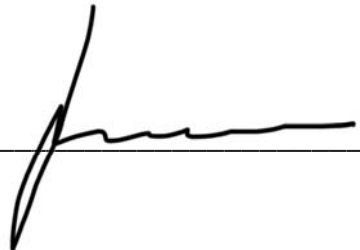
Curtis Jackson	September 7, 2018
PREPARED BY (Print Name) President	DATE September 7, 2018
TITLE	DATE
	curtis@digitalliance.com
AUTHORIZED SIGNATURE Digitalliance, LLC	E-MAIL ADDRESS
COMPANY	
33717 Woodward Avenue, #133, Birmingham, MI 48009	248.321.9132
ADDRESS (mailing)	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

**ATTACHMENT C - COST PROPOSAL
FOR LOGO BRANDING SERVICES**

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

TOTAL AMOUNT	\$ Option 1 \$14,800	Option 2 \$22,300
Additional Meeting Charge	\$ 250	per meeting
Additional Services Recommended (if any): No additional services are recommended or quoted beyond the scope provided within this proposal. Any additional services would be considered out of scope and require estimation under separate cover.	\$	/ hour
	\$	/ hour
	\$	/ hour
	\$	/ hour
	\$	/ hour
	\$	/ hour
	\$	/ hour

Firm Name Digitalliance, LLC

Authorized signature  Date September 7, 2018

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR LOGO BRANDING SERVICES**

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

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

Curtis Jackson	September 7, 2018
PREPARED BY (Print Name)	DATE
President	September 7, 2018
TITLE	DATE
	curtis@digitalliance.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Digitalliance, LLC	
COMPANY	
33717 Woodward Avenue, #133, Birmingham, MI 48009	248.321.9132
ADDRESS (mailing)	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	
27-2268208	
TAXPAYER I.D.#	



CITY OF BIRMINGHAM
LOGO BRANDING SERVICES PROPOSAL

FACTORY DETROIT INCORPORATED
SEPTEMBER 7, 2018

INTRODUCTION

First time I experienced Birmingham was late September of 2002. I was interviewing for a job at a large ad agency in the Detroit area. McCann Erickson. At the time, it was based in Troy. Later it would move to Maple Road between Chester and Bates. In between, I spent a night at the Townsend ahead of my interviewing the next day. My impression was: Nice hotel, nice town.

I was offered and accepted the job of running McCann's strategy group.

Second time I experienced Birmingham was late November of that year, after I'd made the move from San Francisco. I'd been looking for a house in Royal Oak (the websites said it was the closest thing to a San Francisco vibe). I didn't find anything I liked. The realtor suggested I look in Birmingham; we went back to their office to pull listings. My main impression was: Boy, houses cost more in Birmingham than they do in Royal Oak.

That was a Saturday. November 23. That Sunday, I saw six houses. The last one, I bought. A 1919 Craftsman-style bungalow on Hanna Street, also between Chester and Bates. On December 31, I moved in. I've been here nearly 16 years. I love my house, I love my neighborhood and I love being in Birmingham.

The most important thing I did at McCann was play a lead role creating a new tourism campaign for the state of Michigan. And when the folks at Travel Michigan said they didn't want to use the line we'd proposed — Find Your True North — I came up with a two-word slogan that went on to become a rallying cry for the

state: Pure Michigan. That opened a new door of working with destination brands.

In 2009, I left McCann and started doing brand consulting work around Michigan: Flint & Genesee, Les Cheneaux, The Great Waters, The Big 400, Genesee County Parks and more. Any job that lets you make regular drives across the U.P. isn't bad.

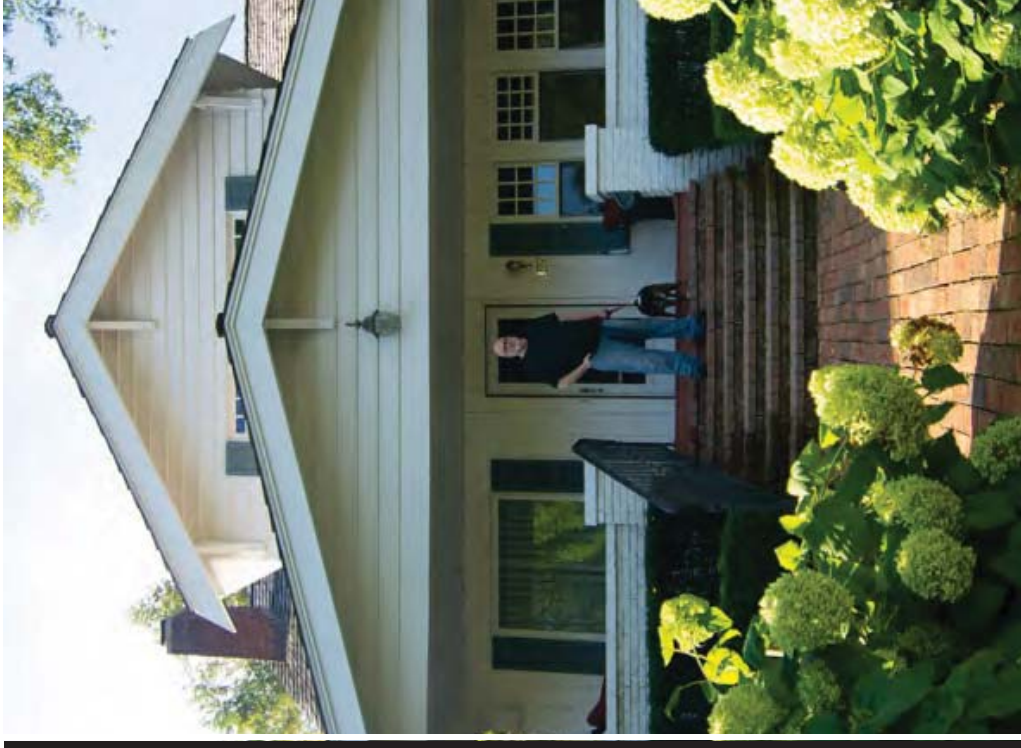
In 2013, I found myself with more work than I could do as a consultant. So I started my own agency, naming it Factory, hiring a team and renting office space in . . . well, not in Birmingham, but Royal Oak. Here's why: I already had downtown Birmingham covered (I can walk there in five minutes) and I wanted my own parking space in downtown Royal Oak. Which I now have.

As a McCann alumnus, I've followed the story of Birmingham's quest for a new logo. Rule number one in advertising: Sometimes you crack it, sometimes you don't.

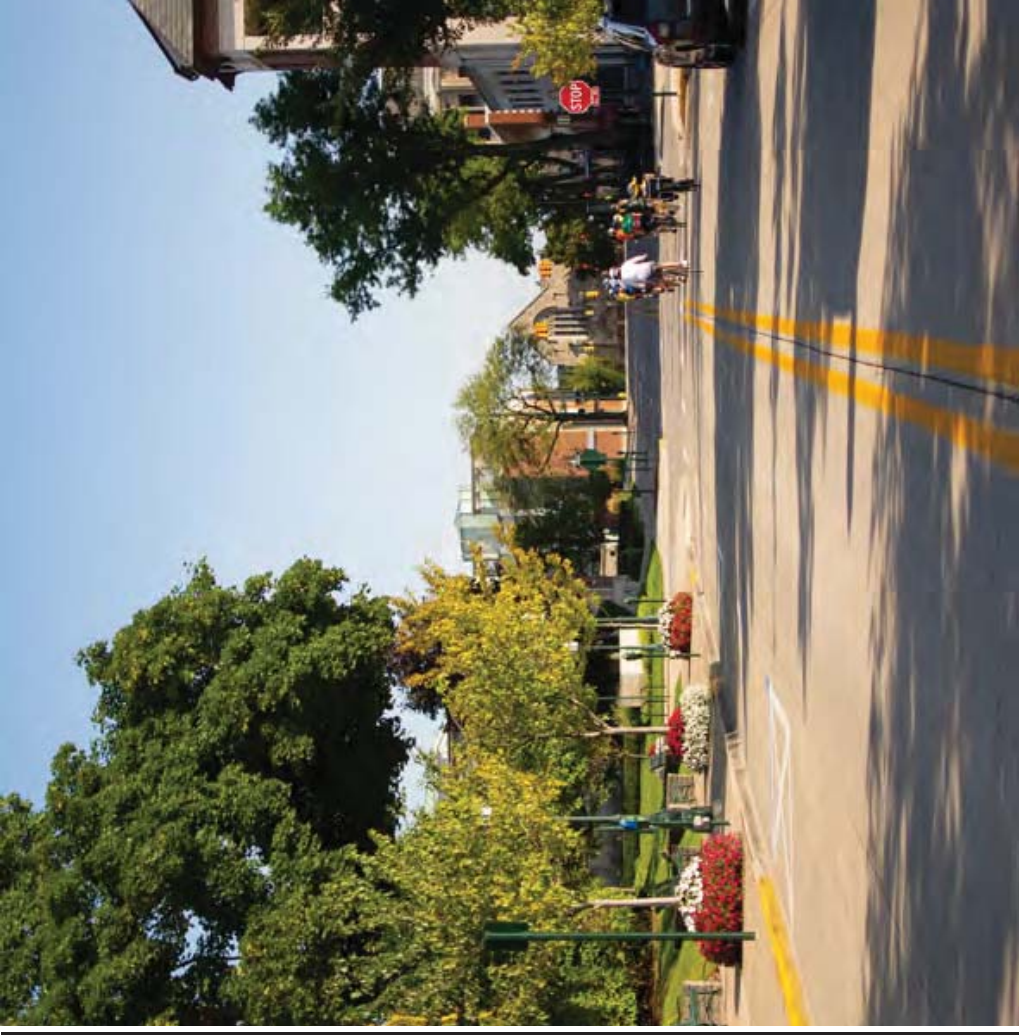
When I saw that a new RFP had been issued, I went to my team and said, "Birmingham's my home. I'd love for us to do this. Are you up for it?" The answer was yes.

So we put together this proposal. It shares our thoughts on branding, destinations, logos and, of course, Birmingham. We have three logo concepts to offer up. We like them, otherwise, we wouldn't share them. But we hope you like them, too.

Mark Lantz
Founder + Executive Creative Director
Factory Detroit Incorporated



1.0 FACTORY & BRANDING





Occasionally, someone will ask us, "What kind of clients are you looking for?"

In advertising, a lot of ad agencies will have a list of categories – beer, hotel chain, airline, car company, whatever – they want to work in; and in each category they'll have a couple names they'd like to work for. Usually the coolest, most coveted brands doing the most interesting advertising.

Which strikes us as odd. Those brands are already covered.

When it comes to seeking out new clients and new projects to work on, we have five simple questions that guide us:

- Will it give us a chance to do work we're proud of?
- Is the brand/product/service one we'd be proud to work on?
- Does the client need our help?
- Will we have fun working on it?
- Will we be able to make some money on the assignment?

Each of those questions is important in its own way. If you add them up, the sweet spot for us as an agency is this:

Good products that need better branding. They might be great companies that haven't figured out how to tell their story. They might have really great products and services, but communication is out-of-date. They might have all the great karma anyone could ever want, but haven't found the right ad agency to love their brand.

Because that's the bottom line: Ad agencies have to find the thing to love in the brand if they're going to get other people to love the brand.

That search for the thing to love is at the heart of the way we work. When we partner with a client, our job is to help them step back from their day-to-day and better understand what makes someone fall in love with their brand: Why is it important to the customers? What does it mean in their lives? What would be lost if the brand went away? What raises it above other brands in the same space?

How do we get to that insight? Sometimes with some pretty deep consumer research. Sometimes getting out of the marketing department and spending time with the client: people who are the feet-on-the-street. Sometimes immersing ourselves in the product. Sometimes a mix of all three. But always, focusing on what strikes that fire in our hearts. Because if we don't love working on a brand, we're never going to create branding that truly speaks to the lives, minds and hearts of the people we're trying to reach.

In working with our clients, we like to remind them how important words like "pride" and "celebration" are.

Pride? We create our communication for the audience – the audience always comes first or you don't have relevant and meaningful advertising – but we want our clients to be proud of the work we create for them. If they aren't we haven't cracked it.

Celebration? That's what brand communication is supposed to do. Celebrate what makes the brand, of all options people might choose, special and valuable and worth paying attention to.

Love. Pride. Celebration.

As you look at some of the work we've done, we hope you see more than a hint of those values in where the work ended up and how we got there.



2.0 RELEVANT EXPERIENCE





In our five years and change since we've opened our doors, we've had the good fortune of helping a wide variety of companies and organizations shape and reshape their branding, including:

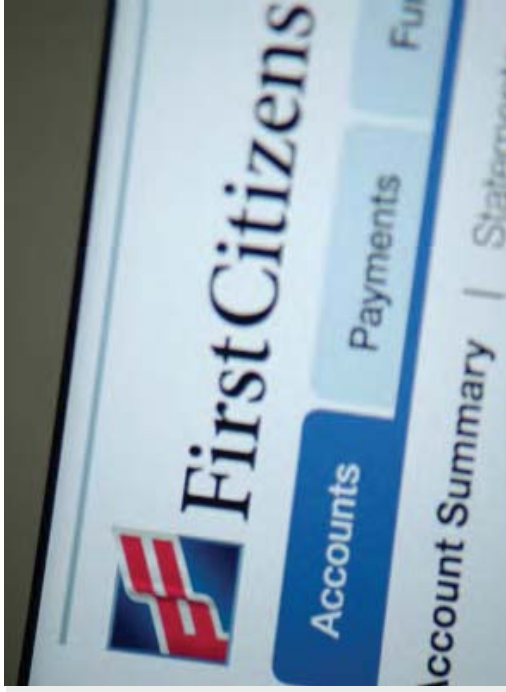
- Detroit Public Television/One Detroit
- Detroit Regional Chamber/Destination Detroit
- First Citizens Bank
- First Citizens Wealth Management
- Flint Riverfront Restoration Project
- Genesee County Health Department
- Genesee County Parks
- Hayes Barton Baptist Church
- IronPlanet
- Keep Genesee County Beautiful
- Phi Delta Chi
- mParks
- TextbookRush.com

If you'd like to learn more about what we're doing, please visit our website at factorydetroit.com. On the pages to follow are some case studies focused in particular on the essence of brand identity . . . crafting logos.

2.1 FIRST CITIZENS BANK



Founded in 1898 as the one-branch Bank of Smithfield in North Carolina, First Citizens Bank is now a \$34 billion financial institution with nearly 600 offices and branches in 21 states. First Citizens has long been a modest brand that focuses much more on helping clients than it does on patting itself on the back. In 2013 – as part of our first campaign we created as an agency – we gave the brand a bit of a makeover: New television and radio commercials, new billboards, new print and online advertising, new brochures, new point of sale, new everything, down to new business cards. That included a new logo. We started with the fundamentals of the existing logo, which featured an abstract flag icon formed of the letters F and C. From there, we brought in a more dynamic feeling, more weight and substance, more confidence and a new degree of polish. Accompanying all of this was a new brand line that would become the foundation of everything the brand does and a celebration of its commitment to stand by unchanging, customer-facing values that have defined the bank since its earliest days: Forever First.





2.2 PHI DELTA CHI

One hundred thirty five years ago, the first fraternity for pharmacy students and working pharmacists was founded at the University of Michigan. Today, Phi Delta Chi has chapters across the country, helping shape new generations of professionals. As part of an initiative to help the organization enhance the service it provides across its membership – from new pledges to seasoned pharmacists – Phi Delta Chi hired Factory to take a look at its branding. Our solution: Embrace the 21st century. So many professional fraternities are so steeped in their collegiate history, they can lose relevance to their members after graduation. We created a new, contemporary look, feel and voice for the brand, tying together everything from convention displays to email blasts to logowear. At the heart of it all was the new logo we crafted . . . strong, assertive, celebratory and future-facing.



2.3 GENESEE COUNTY PARKS 50TH ANNIVERSARY



Factory's relationship with the 21 (and growing) property Genesee County Parks system goes back to before there was a Factory.

In 2007, Factory founder Mark Lantz, then leading the Pure Michigan team at McCann Erickson (among other duties), worked with Genesee County Parks to bring it and the Flint Convention & Visitors Bureau into Travel Michigan's partnership program. He also led the development of the Parks' 'Get Away, Right Away' branding.

In 2010, he began working with the Parks to overhaul their brand, marketing and communication strategy, refresh the look of all marketing materials (print advertising, collateral, website), create a new radio platform and more.

In 2014, we did our first work as Factory for Genesee County Parks, a radio initiative that supported a millage campaign (it passed!).

Over the next couple years, we once again refreshed the look of the brand . . . with new collateral, a new photo library and a whole new look and architecture for the website.

But the most important thing we've done for the Genesee County Parks is create the campaign to celebrate the Parks' 50th anniversary this year. We created a new theme line (Our Parks. Your Parks.), new print advertising, new online ads, new radio and TV commercials . . . and a reimagination of the Genesee County Parks "sunrise" logo to honor the anniversary.

James Washington
GENESEE COUNTY PARKS &
RECREATION COMMISSION

OUR PARKS. YOUR PARKS.

"YEAR ROUND, WE
ALWAYS HAVE
SOMETHING
TO DO IN OUR
PARKS."

GENESEECOUNTYPARKS.ORG



2.4 mParks



For over 80 years, the Michigan Park and Recreation Association had gone to market under that name. In recent years, however, that name had become cumbersome. In today's digital era, shorter, briefer, more to-the-point names work so much harder.

So we shortened the Association's name. To mParks. Gave it a new logo and visual identity. And even created a theme song, Come Out And Play, the brand (and its member organizations) can use in many ways . . . at events, for online videos, as hold music on phone systems and, of course, as a music bed for the TV and radio PSAs we created.



2.5 DETROIT PUBLIC TV:
ONE DETROIT



Some years ago, Detroit Public TV moved its offices and production facilities to Wixom. Two years ago, DPTV began looking at a return to Detroit proper . . . not only by opening a new studio within the Detroit Historical Museum but also with a renewed commitment to engaging voices across the community in new content for its broadcast and digital platforms. Our approach in creating a branding property to represent that new initiative was simple but powerful: Shine a light on Detroit Public TV's role as one of the very few entities in Southeast Michigan that can bring together many diverse peoples and communities in this otherwise sprawling and often fragmented region. We called it "One Detroit," framed the initiative as "Four million people. One story," and crafted this logo.



3.0 OUR APPROACH TO LOGOS





Here at Factory, we've helped a number of clients either refresh their logos or start from scratch on a visual identity. When we do logo exploration, we like to keep a few important principles in mind:

- Simple is better than more complicated. In today's marketing world — with such low-pixel environments as online banner ads, mobile ads, social media profile pictures and the like — simpler logos do a better job of popping out from the clutter than more elaborate, highly detailed logos.
- Fewer colors is better than more. We try to work with one or two colors at most (unless we're working with an existing logo and color palette). First because it follows the "simple is better" rule above and second because it makes working with those logos — putting them against different colored backgrounds or placing them against photography — much easier. Besides, when you look out in the world, you'll see most of the hardest working logos are one color (like Starbucks) or two (like McDonalds).
- Whatever the colors chosen, it also has to work in monochrome. Because many times the logo has to show up in a black-and-white or grayscale environment. And because when it's time to create logowear and other branded merchandise, sometimes you're limited to one color.
- The logo is created for the audience, not internal stakeholders. Yes, it's important that internal stakeholders like and even love the brand's logo. But the logo is the brand's most important (being the most ubiquitous) marketing tool. Its purpose is to be noticed by the audience the brand needs to reach, to be remembered and to be able to be filled with meaning by repeat impressions over time. Too often, destination brands try to put too much in the logo design to please stakeholder groups: "We have to show some trees. And water. And a canoe. And people. Including kids. And the clock tower (or whatever)." It's the way so many destinations end up with logos that violate the first three rules and look too much like each other.

4.0 THINKING ABOUT A LOGO FOR BIRMINGHAM





What makes a strong logo for the city of Birmingham? Three elements:

- First, it needs to look premium. Birmingham's logo needs to suggest, even if it's your first impression from the brand, that Birmingham is a quality product. Birmingham is, after all, one of Michigan's most livable communities. The logo should suggest as much.
- Second, it needs to look sophisticated. There's a visual elegance to Birmingham that's found in the downtown, the housing stock surrounding downtown, Shain Park, Quarton Lake and more. Birmingham's logo must express a similar visual sophistication.
- Third, it needs to feel authentically Birmingham. Within the design should be elements that have special resonance to the brand they represent. Even the typeface selected should display a character that feels at home in Birmingham's downtown and throughout its neighborhoods.

On top of these considerations are the technical needs of logos in today's marketplace. The logo should be simple with minimal extraneous detail, able to work well across media, easily reproducible in diverse applications (ranging from online advertising and social media to decals and logowear) and work in both black and white and in color.

Birmingham's current logo has served its purpose. But it's time for the brand to refresh its visual icon . . . as other communities have. The new logo should feel true for the Birmingham of the next decade or so and work hard as a marketing communication tool.

5.0 LOGO CONCEPTS



Our design exploration resulted in several dozen concepts that we narrowed down to three. On the following pages, each concept is presented and discussed separately.



5.1 CONCEPT 1



A fundamental part of our exploration was seeing what we could do with Birmingham's first initial. The letter B obviously lends itself to a strong exploration of typography. This first logo concept features an icon that is built from an adaptation of a serif B . . . with an element of ornament added to provide additional visual uniqueness. The net intent is to look intelligent, sophisticated, premium and substantive . . . suggesting a community built on a strong foundation.

While this feature is not intended to be immediately obvious to any viewer, the design of the ornament on the left side of the B is actually modeled after the interlocking pathways that come together in the heart of Shain Park.



Birmingham
A Walkable City



Birmingham
A Walkable City



Birmingham



Birmingham
A Walkable City



Birmingham



Birmingham
A Walkable City



Birmingham

5.1 CONCEPT 2



Our second logo concept is likewise part of our exploration of the letter B as a design element. However, in this case, the B is executed as an organic brushstroke script. This is another side of Birmingham, the expressive, creative and yet no less discerning side of the brand. After all, Birmingham is home to an artful downtown (featuring shops and galleries) and neighborhoods that display a wide range of architectural styles, from 19th century farmhouses to Craftsman bungalows to midcentury modern to postmodern masterpieces. There's an elegance to Birmingham that this logo concept is intended to reflect.



BIRMINGHAM
A Walkable City



5.1 CONCEPT 3



Our third and final concept is from our exploration of the traditional Birmingham tree iconography. A few years ago, we reviewed several hundred destination brand logos (representing cities, towns and regions across the country). Trees turned out to be among the most commonly used design elements in those logos. Because a lot of places have trees . . . and particular trees that have particular meaning as part of the local flora. (Perhaps the only more common design cue is the sun, because everybody has the sun.) So, we wanted to use the tree symbolism differently than it has been used in the past. In this case we abstracted it heavily. Which of course makes it much more easy to execute across media, in low-pixel environments and on items like shirts and caps. But if you look at this design you'll also notice that there's another layer to the iconography: The tree itself is made up of script. B's for Birmingham.

Birmingham

A Walkable City

 Birmingham
A Walkable City

 Birmingham
A Walkable City

 Birmingham
A Walkable City

 Birmingham

 Birmingham

 Birmingham

6.0 TIMELINE FOR EXECUTION



Assuming the process of this RFP is to find and select a logo that best represents the Birmingham brand, the process for execution should be fairly simple . . . involving at most some simple revisions, such as fine-tuning typography and looking at how color is used. Therefore, we see a 6-week timeline from the initiation of the engagement to final delivery of all assets, which include versions in various file formats (jpg, png and eps vector art), sizes (large and small) and colors (green, black and white) with reversed format logos as well.

We'll also deliver a style guide that provides sufficient context for the city or any other vendor to successfully use the logo in diverse applications.





6.0 PRICING

Based on what we've read, the original fee for the logo project that started this was \$5,000. So, we propose a fee of \$5,000 should one of our logo concepts be selected for execution. That fee would include attendance at pertinent meetings, potential revisions to the logo concept, versioning of the final logo, preparation of a style guide and, of course, ownership of the final design.



7.0 REFERENCES





DANIELLE FULCHER, CTA
Communications, Event and Brand Manager
Genesee County Parks and Recreation Commission
5045 Stanley Road
Flint, MI, 48506
(810) 736-7100 EXT. 815
dfulcher@gcparks.org

ANN CONKLIN
Past President
mParks (formerly Michigan Recreation and Park Association)
(734) 620-8133
annconklin@gmail.com

RICH HOMBERG
President and CEO
Detroit Public Television
(248) 640-4169
rhomborg@dptv.org

215 S. Center Street Suite 200
Royal Oak MI 48067
248.667.7808 Office
248.225.9688 Mobile

mi@factorydetroit.com
factorydetroit.com



FACTORY

Mark Lantz | Founder + Partner

Factory Detroit Incorporated
215 S. Center Street Suite 200 | Royal Oak MI 48067
248.667.7808 Office | 248.225.9688 Mobile
mi@factorydetroit.com
www.factorydetroit.com

APPENDIX: THE FACTORY TEAM

MARK LANTZ

FOUNDER + PARTNER EXECUTIVE CREATIVE DIRECTOR

If you're one of the few who hate seeing "Pure Michigan" on billboards, license plates, milk bottles, produce crates, welcome signs and TV commercials, blame Mark Lantz. He's one of the creators of this groundbreaking tourism brand/campaign and the guy who came up with the name, "Pure Michigan." That was when he worked as Chief Strategy Officer at McCann Erickson in Detroit, where he also led all things strategy on Colonial Williamsburg, Children's Hospital Of Michigan, Detroit Medical Center, General Motors, ALDI Food Stores and more. Before McCann, he worked at FCB San Francisco, Ogilvy & Mather Chicago, Rubin Postaer in LA and Wyse Advertising in Cleveland (on such brands as Honda, AT&T Wireless, Taco Bell, ampam minimarts, Suave and a few dozen more). After McCann he worked on his own, helping nonprofits and regional destinations around Michigan with their branding. In 2013, Mark and Greg Sieck founded Factory, opening offices in Royal Oak, Michigan. At Factory, Mark oversees everything related to the work. And does more than a little of the writing. Mark lives a few miles away from the office in Birmingham, where (weather permitting) he can usually be found on his front porch with a glass of some kind of whiskey. And yes, for some reason, he pretty much always wears a black t-shirt and jeans. We don't get it either.





IZABELA SKONIECZKA

DIRECTOR OF DESIGN + PARTNER

Some folks are just born creative. Izabela Skonieczka is surely one of them. A daughter of artists – both of them painters, one an architect, the other a professor of art – Izabela grew up drawing, painting and playing music . . . trumpet, baritone and (much cooler) guitar. She graduated with honors and mad design skills from the College for Creative Studies in Detroit. Subsequently, she spent time at Campbell Ewald, BBDO and Team Detroit, with client experience that includes Ford, Jeep, White Castle, Oakwood Healthcare, Bosch, Carhartt, Compuware and Ohio Art. In early 2014, we tricked her into leaving big agency life behind and joining the team here at Factory, where she is responsible for overseeing all design work. Her mandate: Bringing greater beauty, elegance, style and power to everything we do.



TOM PARR

CREATIVE DIRECTOR | AUDIO/VIDEO

He draws. He paints. He writes music. He plays guitar in various Jersey bar bands. He's a working photographer. He directs, shoots and edits films, videos and commercials. He created the groundbreaking multi-platform celebrity event, Tiger Trap. His name is Tom Parr and he's Creative Director here at Factory. Tom has deep advertising roots, having worked at Ammirati & Puris & BBDO (both in New York) and at McCann Erickson in Detroit. His portfolio includes work for Coca Cola, Skippy Peanut Butter, Bumble Bee, Doritos and ALDI Food. At Factory, Tom takes a lead role in the development and production of client content . . . partnering with Mark Lantz to write Come Out And Play for mParks, creating the sound design in experiential audio for Genesee County Parks and supervising all television, video and photography on First Citizens Bank. Tom lives in Troy, MI with wife Teri, son Hamilton and daughters Morgan and Tess. He's currently working on Barkeep, a collection of original photographs captured at various bars, taverns and watering holes around the Detroit Metro area.



KELSEY KAPTUR

ART DIRECTOR

A life-long Michigander (her great grandfather was an engineer who worked on the first Corvette), Kelsey's a writer, cartoonist, photographer, designer, calligrapher and, she says, daydreamer. Though we don't know where she gets the time for the last one, Kelsey complemented her English degree from Michigan State (Go Green!) with a specialization in Graphic Arts. After graduating, she spent a year as a Graphic Designer at Plum Market, a chain of organically-inclined, locavore-friendly gourmet grocery stores in the Detroit and Chicago areas. In 2015, she joined the design team at Factory. We knew when we saw her resume (out of some 60 or so we'd gotten for the position) that she was the one. She brings fresh eyes and her unique voice to our work.



JASON BARTHLOW

GRAPHIC ARTIST

After a dozen years in printing, Jason Barthlow decided to see what it was like working on the advertising agency side of the business, joining Factory as our in-house guru of all things print production. Which meant a switch from fixing ad agency mistakes to preventing them. He grew up in Michigan, studying Broadcast And Cinema Arts (with a minor in Art) at Central Michigan University and has built up a prolific freelance design practice focused on musicians and music venues . . . creating posters, logos, albums and more. Outside the office, Jason is: Husband of Sarah (a freelance photographer), father of Max (a five-year old), passionate cyclist, vinyl collector and bass player in the Detroit band, The Blue Squares.

ROBERT JOHNSTON

ACCOUNT DIRECTOR

Born in Ohio. Raised in Michigan. Lived and worked for over a decade in Chicago. Rob Johnston certainly knows what it means to bring together different perspectives for the greater good. His agency experience includes senior roles on Hyatt Hotels and Porsche Cars North America at Cramer-Krasselt, Kraft Brands at J Walter Thompson and Jim Beam at Y&R. More recently, Rob ran an agency-within-the-agency for Owens Corning at Lowe Campbell Ewald. Along the way, he created his own Cajun pepper sauce company called Mean Devil Woman, winning second prize at the Hot Sauce & Gourmet Food Show in New Orleans. He also helped create two sons, Robby and James. Though we suspect his wife Cindy did more of the work. Rob joined Factory in 2015 to lead our account team. He keeps an eye on a complex work flow and serves as the bridge between the client and agency teams . . . bringing together different perspectives for the greater good.





ATTACHMENT A: AGREEMENT FOR LOGO BRANDING SERVICES

This AGREEMENT, made this 7th day of September, 2018, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Factory Detroit, Inc., having its principal office at 215 S. Center Street #200, Royal Oak, MI (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required for logo branding services, 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 complete the city logo branding project.

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 complete a proposal for logo branding services and the Contractor's cost proposal dated September 7, 2018 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$5,000.00, as set forth in the Contractor's September 7, 2018 cost proposal.
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. The Contractor agrees that it will require all subcontractors to sign a Non-Disclosure Agreement satisfactory to the City Attorney.

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 **\$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 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 services 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.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 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;
 - 5) 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: Joellen Haines, Mgrs. Office
151 Martin Street
Birmingham, MI 48009
248-530-1807

CONTRACTOR

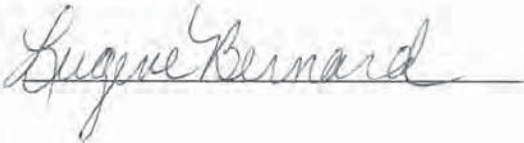
17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be 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.

WITNESSES:

CONTRACTOR



By: 

Its: Mark Lantz
President

CITY OF BIRMINGHAM

By: _____

Andrew Harris
Its: Mayor

By: _____

Cherilynn Mynsberge
Its: City Clerk

Approved:

Joellen L. Haines
(Approved as to substance)

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

Timothy J. Currier, City Attorney
(Approved as to form)

Joseph A. Valentine City Manager
(Approved as to substance)

**ATTACHMENT B - BIDDER'S AGREEMENT
FOR LOGO BRANDING SERVICES**

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.

Mark Lantz September 7, 2018

PREPARED BY **DATE**
(Print Name)

President September 7, 2018

TITLE **DATE**

ml@factorydetroit.com

AUTHORIZED SIGNATURE **E-MAIL ADDRESS**

Factory Detroit Inc.

COMPANY

215 S. Center Street, Ste. 200, Royal Oak, MI 48067 248-667-7808

ADDRESS **PHONE**

N/A

NAME OF PARENT COMPANY **PHONE**



ADDRESS

**ATTACHMENT C - COST PROPOSAL
FOR LOGO BRANDING SERVICES**

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

TOTAL AMOUNT	\$ 5000.00
Additional Meeting Charge	\$ 500.00 per meeting
Additional Services Recommended (if any):	\$ 200.00 / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour

Firm Name Factory Detroit Inc.

Authorized signature  Date September 7, 2018

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR LOGO BRANDING SERVICES**

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

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

Mark Lantz
PREPARED BY
(Print Name)

September 7, 2018
DATE

President
TITLE

September 7, 2018
DATE


AUTHORIZED SIGNATURE

ml@factorydetroit.com
E-MAIL ADDRESS

Factory Detroit, Inc.
COMPANY

215 S. Center Street, Ste. 200, Royal Oak, Mi 48067
ADDRESS

248-667-7808
PHONE

N/A
NAME OF PARENT COMPANY

PHONE

ADDRESS

46-2424316
TAXPAYER I.D.#



Cover Letter

To Whom It May Concern,

M3 Group appreciates the opportunity to present a proposed partnership with the City of Birmingham. We understand how important a decision such as this can be, as it will guide how your community is represented for decades. A project such as this is not something that we take lightly.

As a full-service branding agency with offices in Detroit and Lansing, we have vast experience developing brands for new and existing products, services, organizations and municipalities. This process is always exciting, but the stakes are high, and because of this we work hard to ensure proper research is completed in order to develop the brand from an educated position, understanding all stakeholders involved. Particularly with our numerous municipal clients, we understand how important it is that the community who the new brand will represent approves of the brand and buys into the entire process. As important as it is to bring in new residents and businesses, those who have built the community must not be ignored.

With a branding process that began in July of 2016, much of the groundwork has been laid for a perfect brand to be developed, with buy in from all existing audiences, but with an image that will draw in more residents and businesses to the amazing City of Birmingham.

M3 Group looks forward to the opportunity to dive head first into the existing research and feedback provided to develop a true understanding of the situation. From there we will design a brand that will embody the values of the City of Birmingham; transparency, communication, environmental leadership, small town character, history, fiscal responsibility, health and inclusion.

Please do not hesitate to reach out with any questions not covered in this proposal, we could not be more excited about this potential partnership and helping the City of Birmingham find their new brand.

Sincerely,

Spencer Flynn



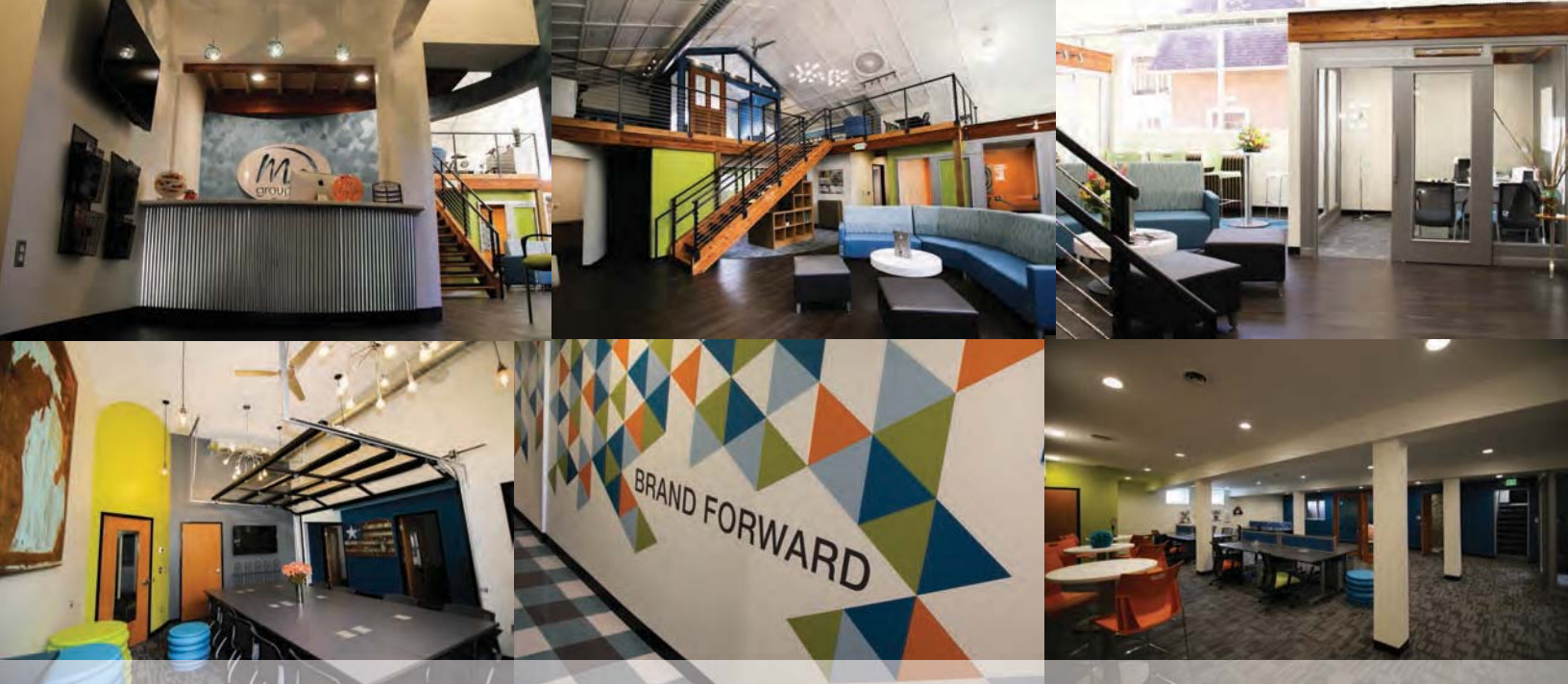
THE CITY OF BIRMINGHAM

PROPOSAL FOR PROFESSIONAL SERVICES

September 2018

Submitted by: Spencer Flynn
spencer@m3group.biz
P 517 203 3333

M3 GROUP HEADQUARTERS | 221 W. Saginaw St. Lansing, MI 48933
1234 Washington Blvd. Detroit, MI 48226 P.O. Box 33661 Detroit, MI 48232



MENU OF SERVICES

Creative Services

- Graphic design
- Logo design
- Collateral material development
- Photography
- Creative/campaign development
- Marketing campaigns and fulfillment
- Annual reports
- Video production
- Audio production
- Website development

Advertising Services

- Media planning and buying
- Digital planning and buying

Communications Services

- Branding
- Public relations and promotions
- Media relations
- Social media marketing
- Event planning and logistics
- Market research



MEET OUR TEAM



TIFFANY DOWLING
PRESIDENT, CEO



JENNIFER HODGES
VP OF BUSINESS
DEVELOPMENT



KELLY MAZURKIEWICZ
VP OF MARKETING &
COMMUNICATIONS



AMI ICEMAN-HAUETER
BRAND MANAGER



MARK WARNER
CREATIVE MANAGER



JILL BAILEY
MEDIA MANAGER



SPENCER FLYNN
ACCOUNT EXECUTIVE



HEATHER THIELKING
GRAPHICS SPECIALIST
TEAM LEAD



ADAM LANSDELL
COMMUNICATIONS
SPECIALIST
TEAM LEAD

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THE M3 GROUP ADVANTAGE

At M3 Group, our clients are more than projects and paychecks. We view each of our clients as valued partners; you've entrusted us to bring your vision to life, and our efforts are focused on ensuring that trust is earned and achieved and exceeded.

The aim of the M3 Group Advantage is to be viewed as an extension of your team as we work in tandem toward a common goal. Your goals are our goals, and our job is to understand your organization – your history, your mission and methodology, your objectives – and carve a path that allows you to reach your desired results in the most effective way imaginable; providing honest and strategic feedback to move your brand forward.

M3 Group has assembled a team of creative minds who are able to work swiftly, nimbly and collaboratively to tackle any issue and overcome any obstacle. Their ever-evolving expertise allows them to skate on the leading edge to identify new trends and technologies, so our clients are always being presented with the next big idea or concept.

The M3 Group Advantage is your advantage over your competitors.



ABOUT M3 GROUP

M3 Group prides itself on being an agency that offers a comprehensive array of integrated marketing and advertising services to our clients. Over our 16-year history, we have grown from a small boutique agency to one of the largest and most respected agencies in mid-Michigan, with an additional office in the heart of downtown Detroit. M3 Group has built solid partnerships within Michigan and beyond through both our clients and the vendors we have worked with. M3 Group strives to build strong brands through integrated strategies that keep our client and their bottom line in mind. Our award-winning staff works across traditional and nontraditional platforms and is always looking forward to the next big idea that will give our clients a competitive edge.

Capabilities and Strengths

As a full-service branding agency, it is critical that M3 Group has designated departments to focus on each of our services. However, we have developed our agency in a way that keeps us agile and fluid while allowing the entire M3 Group team to focus on their areas of expertise, which ultimately produces the best product for our clients. Our team of 29 experts is what truly separates us from the rest: They are talented, driven and stop at nothing to attain results and blaze new trails for organizations. We believe in developing campaigns that complement an organization's goals and direction. Rather than shooting off in a new direction, we look to capitalize on a brand's existing success.

The following is a list of our comprehensive services, all of which are done in-house, requiring no subcontractors:

Communications Services

- Branding
- Public relations and promotions
- Media relations
- Social media marketing
- Event planning and logistics
- Market research

Advertising Services

- Media planning and buying
- Digital planning and buying

Creative Services

- Graphic design
- Logo design
- Collateral material development
- Video production
- Audio production
- Photography
- Website development
- Creative/campaign development
- Marketing campaigns and fulfillment
- Annual reports
- SEO

Working with M3 Group

Throughout this project, M3 Group will be in constant communication with the City of Birmingham. M3 Group's project manager (Spencer Flynn) will work directly with the City of Birmingham project manager as well as any other needed client representatives. At minimum, Spencer will provide a weekly update document to outline what we are working on, what we will deliver in the coming week and what we need from the City of Birmingham. Additionally, M3 Group recommends scheduling a standing meeting, be it in person or over the phone, to ensure the collaborative nature of the project continues, and any questions can be answered quickly and effectively. Beyond this communication, the M3 Group team will solicit input from the City of Birmingham staff throughout the project.

While the individualized departments enable our staff members to excel in their areas of discipline, they are brought together to meet the needs of our clients with the assistance of an industry-specific project management system. The staff at M3 Group connects seamlessly by utilizing a comprehensive, award-winning service known as Workamajig.

To ensure that your needs are accounted for and met with efficiency, each project will be processed through Workamajig's system, where M3 Group can more easily manage specific metrics, deadlines and individual responsibilities. In addition, the system also allows us to create detailed reports of how our clients' time is being spent, as accurately as possible.

With Workamajig's project tracking features, each client can expect to receive a monthly report that showcases how time is being allocated to ongoing projects, what progress has been made on specific tasks and other insights about the overarching project's timeline. These reports also assist us in continually growing as an agency by providing us with vital information needed to properly adjust and modify future project processes to better meet your needs.



PROJECT APPROACH

Data Dive Meeting

M3 Group works to act as an extension of our clients' teams. We want to work collaboratively to develop a true understanding of not only the project ahead of us, but the history of how the need for the project came to be. With this in mind, we begin all of our new projects with a data dive meeting. In this meeting, we will bring key staff members to meet with the key staff members of the City of Birmingham who will be involved in this project. Simply meeting face to face develops a deeper relationship than an email ever could, but more importantly, as we do our initial dive into the situation, we are able to see and hear emotions behind the words, which can lead us down a path of investigation to develop that real understanding. Additionally, by keeping a collaborative focus throughout the project, the results will garner more rapid buy-in from those not involved in the project.

Immediately following this initial meeting, M3 Group will develop and send for approval a final timeline for the project. This timeline will be based off the timeline found later in this proposal, but we understand that schedules can often change from the time an RFP is initially written to when a project begins.

Review Existing Data

With a schedule approved, the M3 Group team will begin to review existing data. We understand the importance of this data in developing an effective brand from an educated standpoint. Also, the city has paid for this research, and we must ensure the ROI of that expenditure. Based on the RFP, we will have an extensive collection of data to learn from, including the current logo, prior logo designs, committee minutes, presentation materials, logo survey data and much more.

As the M3 Group team combs through the data, they will organize, highlight, collate and reorganize all the findings into an impactful, direct and actionable research summary. This summary, along with any anecdotal additions from the City of Birmingham project staff will be the base of the proposed logo designs. All design choices recommended by M3 Group will lead back to a finding from the research.

Design Development Phase

After collecting and reviewing all the existing research, the M3 Group design and communication teams will get to work immediately developing brand concepts for the City of Birmingham. For us, it is critical that the communication team be involved in the design process. The

communication team has combed through the research and will have insight into the nuggets of data that will make a successful brand.

Along with the knowledge from the research, our creative team has years of experience designing and implementing brands. This means they understand that a logo is so much more than a vector file on a computer screen. The logo options must not only make an impact visually and have high design integrity, but it has to work on the variety of places where it will be used. These may include but are not limited to print, online, clothing and outdoor signage. The creative team will also work within the brand standards as outlined in the RFP, which include incorporating the tagline “A Walkable City” or “A Walkable Community,” but will create a logo that can be used without the tagline, and use the City of Birmingham green, Pantone 3435.

Design Preparation and Presentation

For branding clients, M3 Group prefers to present three different initial designs. This allows our clients to choose a design direction from a number of options instead of feeling stuck in one lane. M3 Group will present three logo designs at a City Commission meeting. Each logo will be shown in full color and black and white to give a full sense of use. In the logo presentation, M3 Group will justify each logo based on the data from research previously conducted, and of course answer any questions that may be asked.

Following the initial meeting, M3 Group and the City of Birmingham will enter into the revision stage of the logo design. M3 group will revise and present logo options at up to eight subsequent meetings. We understand that these meetings will be used to incorporate suggestions and feedback from the City Commission, leading to a final logo that represents and highlights the City of Birmingham perfectly.

Finalization and Adoption

In the final meeting, M3 Group will present a logo for a final vote. We will again present the logo in both full color and black and white, and we will discuss the changes made that allowed us to end up with this final logo. All the changes and decisions will be tied back to research findings, making the final logo not only effective but also successful with the stakeholders of the community.

Style Guide Finalization

With a final logo presented and voted on, M3 Group will package all logo variations in high-resolution files to use in a multitude of file types for web design as well as print use. This will ensure that the new logo is easy to use and properly represented in all uses.

Along with the array of file types, it is crucial to create a style guide for the City of Birmingham. This style guide will be what guides implementation of the new logo across any and all platforms. It will include specific uses on formats such as print and web, as well as identifying fonts, colors, logo variations (black and white, color, with and without tagline) and positioning of elements in various media.





Additional Guidelines

Copyright

All work completed by M3 Group will be original and will not violate any copyright laws. A statement confirming the originality of design will be provided to the City of Birmingham.

Ownership

All original art files and design concepts shall be transferred to the City of Birmingham upon completion of the project. Our clients own any and all work created in service of their project.

Additional Information

M3 Group understands that the City of Birmingham may request additional information or clarification on this proposal as well as an oral presentation of this proposal. M3 Group is more than willing to answer any and all questions, and we welcome the opportunity to make an oral presentation.

Timeline

Week 1: Data dive meeting

Week 1-3: All research data collected and analyzed

Week 4: Final research report complete

Week 4: Logo design begins

Week 6: Initial three logo designs ready for presentation

Week 7: Initial logos presented to committee

Week 8: Logo revisions based on initial presentation meeting

Week 8: Logo revisions presented

(Each round of revision from here will take five (5) business days, and will be presented as the Committee is available to meet; schedule below is based on eight (8) revision meetings)

Week 16: Final logo approved

Week 16: Style guide development begins

Week 18: Style guide and templates presented for feedback

Week 19: Style guide and templates finalized

Week 20: All files and deliverables are delivered to the City of Birmingham

SUMMARY OF EXPERIENCE

Over our 16 years, M3 Group has had the pleasure to work with a myriad of clients, and it is one of our favorite parts of the agency. We get to help new businesses develop the brand they've been dreaming of for years while working on national advertising campaigns for worldwide brands! Along with all the types of clients, the breadth of our work is vast. While branding is where it all began, we understand that this is only one piece of the puzzle. Our team of experts have experience in everything marketing- and public relations-related, allowing a complete brand rollout campaign to follow-up a rebrand, or a creative, proactive public relations campaign to grow the awareness of an organization. Our clients can rest easy knowing that the team working on their projects approaches each challenge not in a vacuum, but with a complete understanding of the marketing process and what the next steps may be.

Find below narratives of a selection of our clients who we have taken through the branding process:

Meridian Township – Rebranding and Launch

October 2015-April 2017

This project is incredibly similar to what the City of Birmingham is undertaking. Meridian Township needed a modern brand to represent their community to the existing residents and businesses, as well as potential additions to the residential and business community. M3 Group supported the township throughout the entire process from research to implementation, as well as continuing the relationship for ongoing marketing needs.

Meridian Township ran into an issue when attempting to create unity amongst its residents – sprawled out between several area codes and four cities within mid-Michigan's largest township. Forming a brand that represented the community and the strength of its region as a whole became the primary objective.

M3 Group worked alongside Meridian Township to create a host of solutions for creating cohesion through a new brand. The basis for the entire project was the initial research conducted that included digital surveys, focus groups, city hall meetings and one-on-one interviews with key community leaders, both within and outside of the township.

Meridian Township now has the branding, including a new logo and messaging, that not only unifies their residents, but also allows them to market the township to prospective new community members, both residential and business.

Michigan Virtual – Rebranding

February 2014-Ongoing Relationship

Michigan Virtual (formerly known as Michigan Virtual University) is the premier provider of online education in Michigan, but the existing brand (and its extensive sub-brands) no longer connected with the general public and key target audiences. M3 Group was tasked with developing a strategic new brand based on extensive research. The brand was to include a new name, logo, messaging and collateral. Additionally, M3 Group was to launch the new brand once finalized.

M3 Group conducted in-depth research that included targeted surveys, focus groups and interviews. M3 Group found that while Michigan Virtual had strong brand recognition and presence in the administrative and legislative side of education, from a consumer perspective they were consistently losing market share to newer online schools. M3 Group worked to develop a new solution that would appeal to consumers while not alienating or disconnecting the administrative and legislative sides.

Michigan Virtual was an organization with an existing brand, one that many people found a connection with. It was time for something new that kept existing connections but opened opportunities to bring in new clients. Similarly, for the City of Birmingham it is vital that existing residents and businesses aren't alienated, but a brand is created that draws in new community members. The experience of balancing research findings with issues and audiences is highly relevant to the scope of this project for the City of Birmingham.

This new brand successfully launched a wave of excitement throughout the industry. With the new brand, Michigan Virtual is better prepared to serve their range of audiences on multiple levels. Additionally, by developing a complete brand, the Michigan Virtual internal team was able to take over their brand themselves.

T.A. Forsberg, Inc.

February 2016-Ongoing Relationship

With over 50 years in business, Forsberg had gone through rebrands in the past. This time it was different. The organization had shifted gears from sprawling single-family home developments to modern, holistic developments that included housing, retail, public spaces and more. M3 Group was tasked with developing a complete brand for Forsberg, including graphic representations and messaging.

The M3 Group team got to work immediately, diligently poring over company history, interviewing stakeholders and truly understanding the new direction of the organization. What resulted was a brand that took cues from the half-century of history and looked forward to the following 50 years. The messaging reflected the core values that had driven the organization and would continue to propel them forward.





Following the rebrand, M3 Group went on a public relations blitz, bringing awareness to T.A. Forsberg, Inc. from both a company perspective as well as to all of their new projects. This work led to the media highlighting Forsberg in some way for 30 of the 52 weeks in 2017. This project took an existing brand with many existing values and built upon that foundation to create a brand that springboarded the organization into a future of growth. Similarly, M3 Group will work with the City of Birmingham to create a brand that unifies, recognizes and celebrates all the values that represent the City of Birmingham.

BRAND FORWARD



PROFILES OF KEY STAFF



Tiffany Dowling: President & CEO

Tiffany's experience is the backbone of M3 Group. Having managed public and private accounts of varying sizes for more than 20 years, it is safe to say that your new project isn't her first rodeo. Since founding M3 Group, the full-service branding agency has received numerous awards and continues to be a voice for the public as the publisher of *Capital Area Women's LifeStyle Magazine*, *Greater Lansing Business Monthly* and *ing Magazine*.

For the City of Birmingham, Tiffany will be the executive leadership, supporting the rest of the M3 Group team from a strategic standpoint. Tiffany's years of experience will come into play as we take the existing research and turn it into the perfect brand.



Spencer Flynn: Account Executive

Spencer helps your brand get from point A to point B. When you pitch brilliant goals for your brand to Spencer, he'll ensure that your vision is brought to life by vividly and enthusiastically translating them to M3 Group's creative team. An overseer of all aspects related to his clients, Spencer helps M3 Group build a customized plan that checks off all the boxes for your brand.

For the City of Birmingham, Spencer will be the project manager and main point of contact and liaison for all communications between M3 Group and the City of Birmingham. Spencer will be at all meetings and presentations as well as manage timelines, internal meetings and other project activities.



Kelly Mazurkiewicz: VP of Marketing and Communications

Our champion coordinator, Kelly, directs and manages all aspects of M3 Group. From day-to-day activities involving creative and planning operations to client projects, nothing reaches our clients without a seal of approval from Kelly. Her discerning vigilance provides our clients an eagle-eyed attention to detail, ensuring the results they envision are the results they'll achieve. As a liaison between M3 Group and

its clients, Kelly embraces any challenge and obstacle as an opportunity to push our brand further by showcasing the mettle and character of M3 Group. Kelly is also the editor of *Capital Area Women's LifeStyle Magazine*, *Greater Lansing Business Monthly* and *ing Magazine*.

For the City of Birmingham, Kelly will ensure that the entire M3 Group team stays on schedule and on target for the duration of the project. Delegating and directing the creative and communication teams, Kelly plays a critical role in keeping client projects moving forward, on time and budget.



Ami Iceman-Haueter: Brand Manager

Creating a cohesive brand is easier said than done; it's a science. Luckily for M3 Group, there's no one better at bringing together the essential elements needed to create a memorable brand than Ami. By working diligently to decipher the needs of each client and strategize the most effective communications tactics, she creates superior results for our soon-to-be superior brands. In addition to overseeing brand development, Ami provides production oversight and management to the entirety of

M3 Group's communications team; offers support to internal publications, public relations and events; and manages account details, timelines and deliverables.

For the City of Birmingham, Ami will manage the communication team as they research and develop brand messaging. Ami will work closely with the design team to ensure the content properly inspires and guides any design elements.



Mark Warner: Creative Manager

With more than 10 years of professional experience in the field of graphic design, photography, multimedia and video production, Mark confidently creates the sights and sounds that drive brands forward. Mark's skill-set includes photography, filming and editing HD broadcast TV commercials, corporate videos, web-based multimedia videos, animation, and more. Alongside an award-winning team of videographers and designers, Mark pushes the creative envelope for what's possible. Mark

oversees the entire creative team of graphic designers, web developers, photographers and videographers.

For the City of Birmingham, Mark will oversee all design, SEO and digital media. He will guide his team as they take research and goals from the project and turn them into beautiful, effective designs. Additionally, with a background in graphic design, Mark will be able to manipulate, edit and finalize any designs from the rest of the team as needed.



Adam Lansdell: Communications Specialist, Team Lead

If you spend any time on the creative team's level inside of M3 Group, you'll quickly learn Adam is a bit of a rock star. Adam is a content writer for websites, print ads and publications. His artistic background and attention to detail ensure content meets the mark for messaging and creativity. Additionally, Adam handles all client social media accounts, managing their profiles and content. Utilizing analytics, Adam works to monitor and adjust social media campaigns for optimal results.

For the City of Birmingham, Adam will be an additional level of organization within the communication team, spending his time both working on the content itself as well as collaborating with the rest of the team to develop and edit content and research modes.



Heather Thielking: Graphic Specialist, Team Lead

Laser focus is Heather's superpower. A graphic design specialist at M3 Group with an emphasis in print and digital design, Heather's background in corporate, freelance and agency work has allowed her to create pieces for a wide range of brands. She enjoys creating projects that evoke cohesive, pretty picture of the objective. Her organized nature and eye for detail allow her to construct a strong, well-balanced layout. Heather explores every perspective to discover an original angle to create unique designs that satisfy the client's expectations.

Heather's role for the City of Birmingham will be similar to Adam's role but on the creative side. She will organize, support and monitor the team as they develop design options for the City of Birmingham, as well as use her expertise to come up with design options and refine the others.

REFERENCES

Meridian Township

Deborah Guthrie

Communications Director

5151 Marsh Road, Okemos, MI 48864

guthrie@meridian.mi.us

517-853-4000

Michigan Virtual

Anne Craft

Director of Sales and Marketing

3101 Technology Blvd., Suite G, Lansing, MI 48910

acraft@mivu.org

517-324-5373

T.A. Forsberg Inc.

Gina Pons-Schultz

Vice President of Operations

2422 Jolly Road, Suite 200, Okemos, MI 48864

gina@taforsberg.com

517-349-9330





M3 GROUP HEADQUARTERS | 221 W. Saginaw St. Lansing, MI 48933
1234 Washington Blvd. Detroit, MI 48226 P.O. Box 33661 Detroit, MI 48232

BIDDERS AGREEMENT

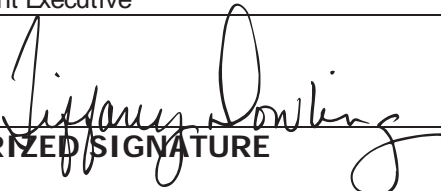


**ATTACHMENT B - BIDDER'S AGREEMENT
FOR LOGO BRANDING SERVICES**

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.

Spencer Flynn	8/22/18
PREPARED BY (Print Name)	DATE
Account Executive	8/22/18
TITLE	DATE
	spencer@m3group.biz
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
M3 Group	
COMPANY	
221 W. Saginaw Lansing, MI 48933	517-203-3333
ADDRESS	PHONE
N/A	N/A
NAME OF PARENT COMPANY	PHONE
N/A	
ADDRESS	

COST PROPOSAL

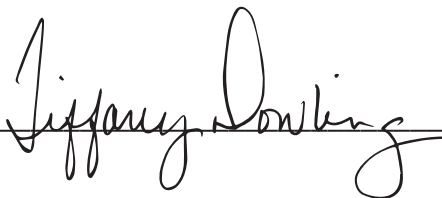


**ATTACHMENT C - COST PROPOSAL
FOR LOGO BRANDING SERVICES**

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

TOTAL AMOUNT	\$ \$10,650
Additional Meeting Charge	\$ \$450 per meeting
Additional Services Recommended (if any):	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour

Firm Name M3 Group

Authorized signature  Date 8/22/18

IRAN SANCTIONS ACT



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR LOGO BRANDING SERVICES**

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

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

PREPARED BY (Print Name)	8/22/18	DATE
TITLE	8/22/18	DATE
AUTHORIZED SIGNATURE	E-MAIL ADDRESS	
M3 Group		
COMPANY		
221	M 8 33	1 2 3 3333
ADDRESS		PHONE
/		/
NAME OF PARENT COMPANY		PHONE
/		
ADDRESS		
3 3		
TAXPAYER I.D.#		

RESUMES



Current Positions

- President & CEO of M3 Group
- Publisher of Capital Area Women's LifeStyle Magazine
- Publisher of Greater Lansing Business Monthly
- Publisher of ing Magazine
- Co-owner of Idea Applications

Summary of Qualifications

- Won the Small Business of the Year Award from Lansing Regional Chamber of Commerce
- Received a national Earnie Award from PRSA on the #MeetMichigan campaign
- Started Motion Marketing & Media (M3 Group) in 2002
- Built agency from two employees to 25+ team members
- Started Capital Area Women's LifeStyle Magazine in 2007
- Strategically acquired Greater Lansing Business Monthly (GLBM) and ing Magazine
- Started a talk radio program and television segment called In Her Shoes with Tiffany Dowling & Shelley Davis Mielock in 2009
- Appointed by Gov. Engler to manage the Michigan Department of Career Development's marketing and public relation's efforts
- Taught at MSU and Davenport University
- Served as March of Dimes communication chair for four years
- Won the GLBM Entrepreneur of the Year Award in 2006
- Won several CMPRSA PACE Awards for integrated marketing and PR campaigns and crisis communications
- M3 Group received a Sloan Award for Business Excellence and Workplace Flexibility – 2009
- Ypsilanti Press Distinguished Award for Journalism Investigation
- Public Relations Society of America – Central Michigan Chapter Crystal PACE Awards, Categories: Institutional Programs, Public Service and Crisis Communications
- National Graphic Design Award – State Employees Credit Union Billboard
- March of Dimes Volunteer of the Year Award
- The Department of Michigan Veterans Award of Excellence for the advancement of veterans' issues in workforce development in 2002

Relevant Experience

- 22 years of journalism, public relations and writing experience
- 18 years of marketing and integrated strategies experience
- 14 years as a small business owner
- Worked to merge the 25 regions of Michigan Works! into one statewide brand and launched Career Preparation campaigns for the state of Michigan
- Managed project and campaign budgets as high as \$6.5 million
- Developed successful integrated award-winning marketing campaigns
- Developed awareness campaigns for construction related projects
- Worked on multiple campaigns where changing the perception of the project or program was vital to its success
- Executed countless public relations press conferences locally and nationally
- Designed and implemented many public and private events for clients
- Placed TV, radio and outdoor media throughout the state of Michigan

Tiffany Dowling

President and CEO



- Board member and communications chair of Capital Area United Way
- Past Vice President of the Board for the Shared Pregnancy Women's Center
- Marketing Committee Member for YMCA
- Member of the Central Michigan Chapter of the Public Relations Society of America
- Board Member of Lansing Community College Foundation
- Board Member of Junior Achievement
- Education Vice President for Junior League of Lansing
- Past Committee Member for the MSU SafePlace 5K Race
- Past Communications Committee Member for the National Association of Workforce Executives
- Past Board Member and Communications Chair for the March of Dimes – Lansing Area Chapter

Work History

- | | | |
|------------------|---|------------------|
| - 2014 - Present | Publisher, ing Magazine | Lansing, MI |
| - 2013 - Present | Publisher, Greater Lansing Business Monthly | Lansing, MI |
| - 2009 - 2013 | Owner, In Her Shoes | Lansing, MI |
| - 2007 - Present | Publisher, Capital Area Women's LifeStyle Magazine | Lansing, MI |
| - 2007 - 2008 | Instructor, Michigan State University | East Lansing, MI |
| - 2005 - 2007 | Adjunct Instructor, Davenport University | Lansing, MI |
| - 1999 - 2002 | Director of Marketing & PR
Michigan Department of Career Development | Lansing, MI |
| - 2002 - Present | Owner and CEO, M3 Group | Lansing, MI |

Education

B.S. Journalism and Public Relations
Eastern Michigan University

Certificate of Marketing
University of Wisconsin - Madison

Branding, Digital Strategies, Public Relations and Social Media Conferences
1997 - Present

Summary of Qualifications

- Oversees and manages various M3 Group Accounts
- Acts as the communication liaison between client and M3 Group's production teams
- Oversees all aspects of the client's integrated, customized plans
- Ensures brand mandates are implemented across all platforms
- Involved with and is well versed on M3 Group's various service areas including
 - New/traditional media
 - Media planning and buying
 - Public relations
 - Social media
 - Event planning
 - Video production
 - Graphics
 - Communications
- Manages project timelines
- Presents as needed to clients or on client's behalf
- Develops business generation and retention
- Strategizes business development and planning opportunities

Relevant Experience

- 5 years of experience managing marketing campaigns
- 2014 finalist for Collegiate Effie Award
- Experience with a wide range of brands from international luxury goods to small startup brands
- Worked directly with clients on marketing strategy management
- Created and implemented brand strategies
- Maintained and grew relationships and network
- Worked to grow advertising account sales
- Built commercial and campaign plans
- Assisted with social media and website updates
- Worked to assist with promotional and event coordination
- Worked three years as Chief Marketing Officer of DePaul Dodgeball

Work History

2016 - Present	Marketing Account Specialist, M3 Group	Lansing, MI
2015 - 2015	Content Marketing Specialist, Kalamazoo Outdoor Gourmet	Chicago, IL
2014 - 2015	Audience Acquisition & Engagement Coordinator, BOB.tv	Chicago, IL
2012 - 2014	PR Assistant Kalamazoo Outdoor Gourmet	Chicago, IL

Education

DePaul University, Chicago IL
Advertising and Public Relations & Media and Communications

Kelly Mazurkiewicz

Vice President Marketing & Communications



Summary of Qualifications

- Specializes in branding/marketing projects
- Proficient in the use of many computer programs including Adobe InDesign, Photoshop, Illustrator, Quark Express and the Microsoft Office Suite
- Working knowledge of CSS, HTML and CMS – WordPress
- Directs and manages all creative and planning operations for client projects
- Provides special services, making projects highly productive and memorable
- Works directly with Account Executives and clients to share creative team's solutions to clients' needs/wants
- Works directly with sales team to develop proposals and gain new business
- Event Coordinator for MSU Federal Credit Union's Student Art Exhibition. The 2011 Art Exhibition had the highest participation rate for the event to date, generating more than 23,728 page views on the website and more than 8,000 votes

Relevant Experience

- Graphic design and direction for advertisements and events, such as the Capital Area Women's LifeStyle Magazine's 80s Party and Lady Classic Golf Outing
- Worked directly with East Lansing Hungry Howie's to create a database of local students' names and phone numbers during "Welcome Week" on Michigan State University's campus. A database with over 5,000 names were created in the first four days, and because of M3 Group's marketing efforts, their sales increased 25% during the month we worked with them from the previous year
- Event support for the Capital Area Women's LifeStyle Magazine's 80s Party and Lady Classic Golf Outing
- Copywriter for websites, brochures and other marketing pieces developed for clients
- Proposal development and sales meeting participation to gain new business
- Some web development using WordPress; included updating clients' sites
- Idea generation and brainstorming development for marketing, graphic design and branding needs
- Participates in annual strategic planning meetings and is in constant communication throughout the year to ensure that marketing plans/goals are being met

Work History

Dec. 2014 - Present	Vice President of Marketing & Communications, M3 Group	Lansing, MI
Feb. 2012 - Dec. 2014	Marketing Director, M3 Group	Lansing, MI
Feb. 2012 - Present	Production Director, Capital Area Women's LifeStyle Magazine	Lansing, MI
Oct. 2012 - Present	Production Director, Greater Lansing Business Monthly	Lansing, MI
May 2009 - Feb. 2012	Project Manager/Brand Specialist (Creatologist), M3 Group	Lansing, MI
May 2009 - Feb. 2012	Graphic Artist, Capital Area Women's LifeStyle Magazine	Lansing, MI
May 2006 - Aug. 2009	Graphic Artist, Fine Point Design	St. Clair Shores, MI

Additional Work Experience

2008 - Present	Volunteer Marketing Committee Member and Strategic Planning Team Member, Japhet School	Madison Heights, MI
2009 - Present	Volunteer Editor/Art Director, Women's Center of Greater Lansing	Lansing, MI

Education

B.A. Advertising
Michigan State University

Summary of Qualifications

- Oversight and management of internal creative, public relations, events and digital media teams
- Oversight and management of account details, timelines and deliverables
- Achieve operational objectives by contributing information and recommendations to strategic plan
- Enhance department and organization reputation by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments
- Oversees all aspects of branding assessments for clients
- Proficient knowledge in Adobe Creative Suite (Specialize in InDesign)
- Develop marketing plan, production and management for events
- Manage event agendas, budget, execution timeline, and registration databases
- Copywriting for all publications surrounding planned events

Relevant Experience

- Planned and executed both small and large events in previous positions
- Student motivational speaker for leadership and cooperation seminars
- Volunteered with Troy Historical Society
- Volunteered with youth swim programs and summer camps
- Worked with senior staff to increase social media presence by 20,000 connections
- Submitted weekly review articles on current ad campaigns to be published on upcoming blog
- Monitored current social media sites to create an updated promotion plan to be used by company
- Connected company with Michigan State University organizations to expand brand name and business
- Oversees website updates surrounding event information, updates and changes
- Communicate, negotiate and organize with vendors to streamline event details
- Act as event representative and quality control manager when needed

Work History

Aug. 2011 - Present	Brand Manger, M3 Group	Lansing, MI
June 2011 - Aug. 2011	Social Media Assistant, Red Handed	Lansing, MI
Nov. 2008 - Jan. 2012	Guest Service Supervisor, Michigan State University	East Lansing, MI
June 2009 - Aug. 2010	Marketing Assistant, Troy Parks and Recreation	Troy, MI

Education

B.A. Creative Advertising
Michigan State University

Summary of Qualifications

- Oversight and management of internal and external creative implementations
- Oversight and management of account details, mandatories and brand standards
- Enhance department and organization reputation by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments
- Achieve operation objectives by contributing information and recommendations to strategic plan
- Manages and oversees all video and photography projects
- Manages production and visual impact of internal publications (Capital Area Women's LifeStyle Magazine, Greater Lansing Business Monthly and ing Magazine)
- Expert in Adobe Photoshop, Illustrator, InDesign and Premiere Pro
- Expert in Final Cut, After Effects and Flash

Relevant Experience

- 10 years of professional experience in the field of graphic design, photography, multimedia and video production
- Oversees creative team that consists of graphic designers, videographers, and web developers
- Shot and produced award-winning videos for various clients
- Shot and edited cover photos for Capital Area Women's LifeStyle Magazine, Greater Lansing Business Monthly and ing Magazine
- Creates HD broadcast TV commercials, corporate videos, web-based multimedia video and animations
- Administered and scheduled a creative team of 10 employees on multiple projects
- Delivered 6 weekly local television programs for broadcast and web delivery
- Produced television commercial advertisements and project based videos
- Collaborated with multiple media partners and vendors
- Conducted and selected talent from casting calls
- Trained staff in all aspects of production
- Organized live events and live tapings
- Digital Offset Printing, Vendor Management and Team Member Training
- Created department protocols and organized digital filing systems
- Serviced 3 store locations (Okemos, Lansing, Jackson)

Work History

Oct. 2013 – Present	Creative Manager, M3 Group	Lansing, MI
Dec. 2012 - Oct. 2013	Creative Director, Senior Designer, Contractor / Consultant	Lansing, MI
Oct. 2010 - Dec. 2012	Creative Director/Production Manager, Tandem Technology Group/Life in Lansing	Lansing, MI
Jan. 2007- Oct. 2010	Senior Graphic Designer/Web Developer, MC Squared Technology Group, Inc.	Okemos, MI
Aug.2004 - Jan. 2007	Graphic Designer, OfficeMax Impress	Okemos, MI

Education

Associate in Applied Arts, Graphic Design in Graphic Design
Lansing Community College



Summary of Qualifications

- Writer and Editor for Capital Area Women's LifeStyle Magazine
- Writer and Editor for Greater Lansing Business Monthly
- Editor for ing Magazine
- Social Media Specialist for M3 Group Clients and Branded Accounts
- Copy Writer and Content Editor of M3 Group's client communications, advertisements, internal documents and more
- Writer of press releases and media alerts for clients

Relevant Experience

- 5 years of Digital Marketing experience
- 5 years of Social Media Management experience
- 2 years as owner and creative director of a small marketing and visual solutions firm
- Developed of regional marketing strategies for Loeks Theaters, Inc.
- Developer of successful digital and physical media placements in West Michigan
- Executed strategic development of public relations press conferences
- Conducted various client brand audits
- Graphic designer behind various client media projects and campaigns
- Member of the Public Relations Society of America
- Board Member of Hispanic Chamber of Commerce, Grand Rapids, MI
- Winner of multiple IME/Showtime National Awards for excellence in film industry promotion

Work History

2016 - Present	Communications Specialist, M3 Group	Lansing, MI
2014 - 2016	Founder & Creative Director, New Slang Creative	Grand Rapids, MI
2013 - 2015	Social Media & Promotions Manager, Loeks Theatres, Inc.	Grand Rapids, MI
2011- 2014	Regional Marketing & Brand Manager, Loeks Theatres, Inc.	Grand Rapids & Lansing, MI

Education

Grand Valley State University
Bachelor of Arts; Advertising & Public Relations

Summary of Qualifications

- Develop print and digital graphic design collateral for multiple clients
- Demonstrate ability to familiarize self with a variety of brand guidelines to develop a product that aligns with each client's expectations
- Proficient in employing customer expectations and business goals to develop a logo and branding package that embodies the company
- Collaborate with fellow team members to develop creative campaigns for clients

Relevant Experience

- Proficient in Adobe Illustrator, InDesign, Photoshop and Microsoft Office
- Graphic Design experience in agency, corporate and freelance setting
- Processed several marketing requests daily for individual Farm Bureau Agents in previous position
- Model Typography skills in various print designs using text to enhance the overall look while still providing comprehensive information
- Experienced in evolving a cohesive event design concept into collateral pieces that are representative of the client vision while working within an allotted budget and time frame
- Participated in volunteer projects for Boy Scouts of America
- 5 years of customer service and managerial experience

Work History

2017 - Present	Graphic Design Specialist, M3 Group	Lansing, MI
2015 - 2017	Freelance Designer, Thielking Creative	Lansing, MI
2016 - 2017	Student Graphic Designer, Farm Bureau Insurance	Lansing, MI
2015 - 2016	Graphic Design Intern, Edge Partnerships	Lansing, MI
2015-2015	Senior Merchandising Manager, Old Navy	Okemos, MI
2014-2015	Assistant Store Manager of Merchandising, Old Navy	Brighton/Howell, MI
2012-2014	Michigan Market Assistant, Old Navy	Okemos, MI
2011-2012	Service and Training Manager, Old Navy	Howell, MI
2010-2011	Pricing Specialist, Old Navy	Novi, MI

Education

Lansing Community College
Certificate of Graphic Design

Michigan State University
Bachelor of Science in Retailing
Bachelor of Science in Apparel & Textile Design

CREATIVE SAMPLES





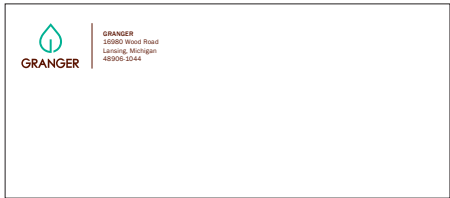
BRAND FORWARD



Business card



Letterhead



Envelope



GRANGER

Objective: Help an organization with nearly 50 years of local history to redefine their existence within the community.

Solution: Overhaul communications to create a brand that better transmits the organization's value as a local leader in sustainability.

When a local, long standing company realized the public and their associates had a hard time understanding who they were and what they did, they knew it was time for a brand audit. After nearly 50 years of being Lansing's top provider of waste management services and sustainable solutions, Granger needed to improve the way they communicate their brand and its values within the public.

M3 Group worked with Granger over the course of several months to evaluate and reshape a brand that held a long standing reputation and legacy. Ultimately Granger underwent a brand transformation to better communicate their values, initiatives, and place in the community. Implemented strategies were determined by a preliminary audit that helped to better understand Granger's brand practices and potential when moving forward with the new brand.

Granger's New Communication Tools:

- *New Brand Visuals & Messaging: Granger's new logo and messaging evokes a better understanding of their purpose and brand mission – sustainability*
- *Branding Campaign: Following an audit of the brand's former communication tactics and strategies, Granger has now developed the resources necessary to engage in larger branding efforts with a higher valued potential return on investment*
- *Strategic Brand Implementation: Along with a new brand, Granger was advised to reimagine the way it communicates with its community. By implementing graphic wraps to waste management vehicles, curby carts, and more, they were able to better communicate their efforts with the communities they serve*

As a result of rebranding, the company has developed greater internal cohesion and a stronger connection with their customers, both current and potential.

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BRAND FORWARD



Mobile Billboard



Buzz Agent T-shirt



Buzz Agent



Free Pizza

HUNGRY HOWIE'S

Objective: How do you get college students to interact with your business?

Solution: Get in front of them with social media and offer free pizza of course!

For our Hungry Howie's campaign, M3 Group worked on an accelerated time frame. In an effort to help Hungry Howie's build a database for their VIP members, we developed a mobile campaign that would build a database of members but even provided them with tactics to keep coming back for more.

To kick off the new school year, Hungry Howie's launched a mobile marketing campaign during welcome week on Michigan State University (MSU) campus. M3 Group's job – build a customer database while creating excitement for the brand among students by making Hungry Howie's their number one choice for pizza. This seemed no easy feat for the brand when considering the seemingly infinite competition for pizza supremacy in the East Lansing area.

To help spread the word about Hungry Howie's and get new VIP members into the database, we took our tactics right to the source. "Buzz Agents" representing Hungry Howie's took to the streets to offer MSU students free pizza. Shirts with a QR code on the back made it easy for students to quickly enter their information online and into the database. The students could also send a simple text to become a member. Additional coupons were handed out in the form of labeled pizza boxes and more.

In addition to their first free pizza, VIP Members that signed up were treated to exclusive coupons via text messages straight to their individual devices. After just four days, the database had compiled more than 5,000 users with nearly 200 coming back to redeem their exclusive coupons. Hungry Howie's sales saw a 25 percent spike in the month of our campaign and other national branches were inspired to follow suit.

M3 Group's customized plan and ongoing implementation harbored great success for Hungry Howie's with results that far surpassed expectations.

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BRAND FORWARD



Mobile Billboard



Billboard

MSU FEDERAL CREDIT UNION

Objective: Increase membership of youth adults to inherit more lifelong accounts.

Solution: Engage with new Michigan state students during Welcome Week by educating them about the importance of finances when entering adulthood.

Welcome Week is a huge moment for many young adults in East Lansing. It's a time where new students work towards finding their footing in their community and step into the real world. When MSU Federal Credit Union (MSUFCU) approached M3 Group to develop a strategy for obtaining new student members, we thought what better way to do that then reach out to incoming students. In doing so, we helped MSUFCU reach their full marketing potential by providing comprehensive media support during "Welcome Week" allowing them to message the importance of a strong financial backing to the students that could benefit from it the most. MSUFCU has continued to use this strategy every year, since 2011, without fail.

A variety of media outlets were utilized to reach our target market:

- *M3 Group creates a comprehensive spreadsheet that includes all media materials to be used during the targeted months of June through September, each year.*
- *Scheduled media buys during this time included: mobile billboards, radio ads for nine weeks, TV ads and print/web ads.*

Additional campaign promotions that MSUFCU participated in due to the proactive research conducted by M3 Group:

- *Live radio remotes during MSU's Welcome Week with all local radio stations in the market*
- *Sponsored Spartan Football and the Mark Dantonio Show on WJIM AM*
- *Contributed money saving tricks from moms on Moms Everyday on WILX (website and television)*
- *Sponsored WWIC The Edge during MSU's Welcome Week*
- *Sponsored Detroit Tigers baseball on WFFN*

M3 Group stays in constant contact with local media so that MSUFCU never misses out on coverage opportunities. In total, MSUFCU participated in 17 additional sponsorships due to the extra coverage they received from various media sources used. In the initial year MSUFCU's expectations were surpassed; as they saw an addition of 4,400 new student accounts during this four-month campaign, and it has only grown since.

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BRAND FORWARD



Merchant-Focused Campaign Billboard



Swish The Fish Mascot



Block Party Postcard/Lansing Hard Hat Day

TETRA TECH - SWISH

Objective: Educate the city about the benefits of the massive sewer system update to prevent discouragement and disruptions to local businesses.

Solution: Introduce a friendly face to educate the community and develop a new currency to promote spending in local stores affected by the construction.

M3 Group was an essential component in the final stages of a 30-year construction program that had been in the works since 1991. The project was required by the Michigan Department of Environmental Quality (DEQ) to reduce the pollutant runoff from the City of Lansing's sewer lines into its three surrounding rivers. These plans require annual shutdowns of different streets throughout the city to update the sewer systems. As you might assume, this frustrated residents, patrons, consumers and downtown business owners.

M3 Group was brought onboard, in collaboration with Tetra Tech and the City of Lansing, to combat the negative perceptions locals had on construction, and educate the public on the positive impact that the project has on Lansing's environment. To do this, M3 Group got creative in an effort to bring a smiling face to an otherwise hated disruption of everyday life.

Meet Swish:

- *M3 Group designed and implemented Swish the Fish: a mascot geared towards educating groups of all ages about environmental education programs. Swish communicated with the community through grassroots appearances at events and his Facebook and Twitter accounts. Furthermore, Swish helped get people back inside the doors of businesses struggling with the construction by handing out Swish Bucks; a currency redeemable at local businesses affected by the construction.*
- *To ensure the efforts of city planners to strengthen the city's environment and infrastructure didn't get misconstrued during and after the construction season, we held media roundtables where reporters were able to collect information about the CSO Control Program and its accomplishments.*

Under M3 Group's supervision, the media was kept up-to-date on upcoming traffic flow changes, the best alternate routes and significant accomplishments in the construction process. News outlets were also notified through more traditional means in regards to CSO-related events via press releases and media alerts. To help get news straight to the individuals the construction affected, biweekly newsletters were sent out to residents within the city limit – notifying them of progress, upcoming traffic flow changes and tips on how they can contribute to the preservation of our ecosystem through green living techniques.

During the initial construction season, the project received 25 instances of media coverage. Of these pieces, 17 focused on the program's positives. The distribution of Swish Bucks saw great results, with 23.6 percent being spent at the 28 participating vendors; significantly more than the 15 percent return anticipated.

When we surveyed residents at the "end-of-season block parties" 84 percent said they felt positive about the construction process and 81 percent felt they had a better understanding of the project's necessities and intent for making a positive impact on local lives.

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BRAND FORWARD



Construction Barrel Wrapping



Spray Chalk Messaging



Newsstand Posters

TETRA TECH – CONSTRUCTION (GUERRILLA MARKETING CAMPAIGN)

Objective: Change the way people think about traffic construction and make it more than just a hassle.

Solution: Use construction zones as a space to message important and educational information about the project to the community.

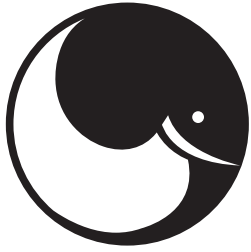
Many agencies strive to create marketing that cuts through the clutter. M3 Group is not one of those agencies. Rather, we look for areas where clutter doesn't exist so your message is front and center.

M3 Group worked alongside the CSO (Combined Sewer Overflow) Control Program to curb the way the community felt about construction and help them brace for the impact that traffic disruptions would inevitably play in their lives. We all know how frustrating construction can be so, with a heavily loaded construction season on the rise, it was important that the public remain informed. Light-hearted messaging helped us to place a fresh perspective on the otherwise annoying project.

Using guerilla marketing tactics, we took a creative spin on community relations and found a medium that is abundant, inexpensive and practically clutter free: sidewalks.

- *M3 Group used creative messaging to engage downtown pedestrians with the upcoming construction season*
- *Spray chalk was used to imprint the messages throughout the blocks where construction would affect pedestrians and businesses*
- *Orange barrels were wrapped with announcements one week prior to construction kick-off*
- *Matching posters lined the inside of newsstands for increased visibility and message reinforcement*

Sidewalk chalking for the CSO Control Program was done twice for the construction season with dozens of unique messages that brought positivity and awareness to the individuals impacted the most. The communication response was positive and effective.



TEMBO HOMES™

BRAND FORWARD

FORSBERG REAL ESTATE COMPANY – TEMBO

Objective: Develop the brand of a new housing project that's unlike any other in the area.

Solution: Use creative design and research to develop the true definition and face of Forsberg's new housing initiative.

Forsberg came to M3 Group looking for help to further develop its new community-centric housing project. The project focused on the central concept of tiny houses and minimalistic styles of living for area residents. Defined as Tembo, Swahili for elephant, this new brand explores the middle ground for individuals looking to live life to the fullest by taking on larger adventures, while also maintaining the comfort of a home for all of their needs on a daily basis.

Using strategic design and comprehensive message development to pave the way for Forsberg's latest housing project:

- *M3 Group used creative messaging to enhance the user experience by developing a new brand, logo and messaging*
- *M3 Group overhauled visual representation of the brand by developing a new logo that demonstrates the brand's name in reference to the unique lifestyle it caters to*
- *M3 Group is continuing its work with Forsberg to further develop brand initiatives, new project developments and public relations*

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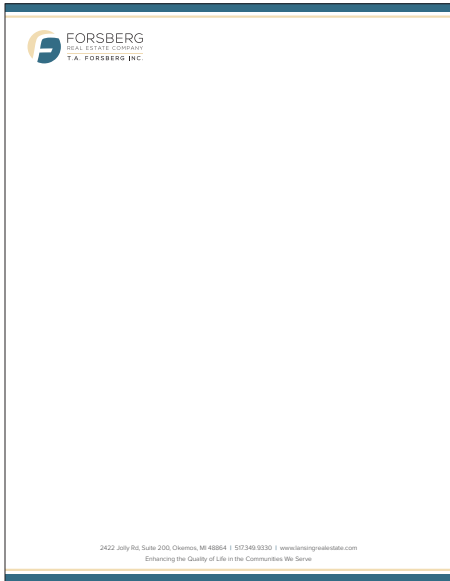
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BRAND FORWARD



Business Card



Letterhead



Envelope



FORSBERG REAL ESTATE COMPANY – REBRANDING

Objective: Modernize a longstanding realty company to complement its ambitious future projects of the future.

Solution: Refine the look and feel of the brand through conceptual modernization that sets the tone for a new era of innovation.

At first glance, Forsberg seemed like your run-of-the-mill realty organization, but its dated color scheme sheltered the company’s passion and ambitions from the public eye. Poised to take the company in a new direction, the brand was prime for re-establishing itself as a hub for innovative, people-first projects.

M3 Group worked alongside Forsberg to develop an entirely new look and feel. Through creative developments, our team set out to modernize the existing Forsberg brand and upgrading dated brand images and logos by implementing new colors, a tasteful new logo and an entirely new website that reflects the organization’s renewed focus.

Using strategic design and comprehensive message development to pave the way for Forsberg’s new image and industry initiative.

- *M3 Group used creative messaging to enhance the user experience by developing a new website and messaging*
- *M3 Group overhauled visual representation of the brand by developing a new logo that simplifies the existing Forsberg name, while also giving it a modern update*
- *M3 Group is continuing its work with Forsberg to further develop brand initiatives, new project developments and public relations*



BRAND FORWARD



Business Card



ID Cards



Fire Patch



Police Car Design

MERIDIAN TOWNSHIP – REBRANDING

Objective: Modernize the brand of mid-Michigan’s largest community to better unify its existing residents

Solution: Create a new image that embodies the cohesiveness of each community, while embracing the history of Meridian Township

Meridian Township ran into an issue when attempting to create unity amongst its residents, sprawled out between several area codes within mid-Michigan’s largest township – forming a brand that focused on community and the strength of its region as a whole became the primary objective.

M3 Group worked alongside Meridian Township to create a host of solutions for creating cohesion through a new brand. By updating to a new logo, tagline and more – the improvements look to highlight the strengths of the region while retaining its position as a destination of choice for future residents looking to establish a new beginning. Additionally this new brand successfully interprets the history of Meridian Township with more accuracy.

Using strategic design and comprehensive message development to pave the way for Meridian Township’s new image and industry initiative.

- M3 Group used creative messaging to enhance the user experience by developing a new logo, taglines and messaging
- M3 Group overhauled the township’s messaging by creating new taglines, based on the desires and identified areas of concern for attracting new residents
- M3 Group is continuing its work with Meridian Township to further develop brand initiatives, new project developments and public relations

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BRAND FORWARD



Website Landing Page



Social Media Images



Billboard

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TWO MEN AND A TRUCK: CAREER MOVE MONTH

Ramp Up Campaign: Hiring Initiative

Objective: Develop a call-to-action for a global moving brand to acquire new employees in mass during the company's annual Career Move Month.

Solution: Craft a campaign-based hiring initiative, complimented by carefully crafted message driven visuals, audio advertisement, direct engagement materials, social media integration and additional cross-platform resources.

TWO MEN AND A TRUCK is an international organization with over 350 locations. Every year in March, they undertake a large hiring effort to prepare for the summer moving season: their busiest time of the year. Dubbed "Career Move Month," the company uses this period of time to set goals on how many new TWO MEN AND A TRUCK employees they seek to acquire, globally, to remain efficient during the summer season.

For 2017, TWO MEN AND A TRUCK had an idea of what they wanted the campaign to be about but didn't have the talent and resources to turn those initial ideas into a full campaign. M3 Group began the process with an in-depth look at which mediums would be used for the campaign, outlets that franchisees were currently using and larger media options utilized by the head office.

Through means of internal auditing and research, it became clear that the importance of the campaign lied within depicting the glory of hard work. Particularly, TWO MEN AND A TRUCK identified an audience who wanted to spend their days working hard, interacting with customers and not sitting behind a desk.

With the deadline quickly approaching, M3 Group took the ideas brainstormed with TWO MEN AND A TRUCK and developed three separate creative campaign concepts. Emerging from the client selection phase was the "Ramp Up" campaign concept which emphasizes hard work visually and supports the idea of a career, in contrast to a part-time job. Through creative copy, the campaign highlights the promising potential employees have to further their career or better themselves personally by deciding to Ramp Up their lives.

Provided Campaign Materials & Deliverables:

- Website Landing Page
- Online Job Postings
- Digital Display Ads (6)
- Poster, Radio Scripts (2)
- Social Media (39 images, content for 12 cross-platform posts)
- Billboards (2)
- Business Card
- Transportation Advertisement (Bus wrap)
- Supporting 1-sheets for recruitment

In under 3 weeks, M3 Group developed a full suite of creative executions for the campaign, the result of which brought higher than anticipated results based on the organization's initial goals. In addition, these provided materials were designed with flexibility in mind; deemed usable outside of the Career Month window.

Project Timeline: February 1, 2017 - February 28, 2017

Budget: \$17,250

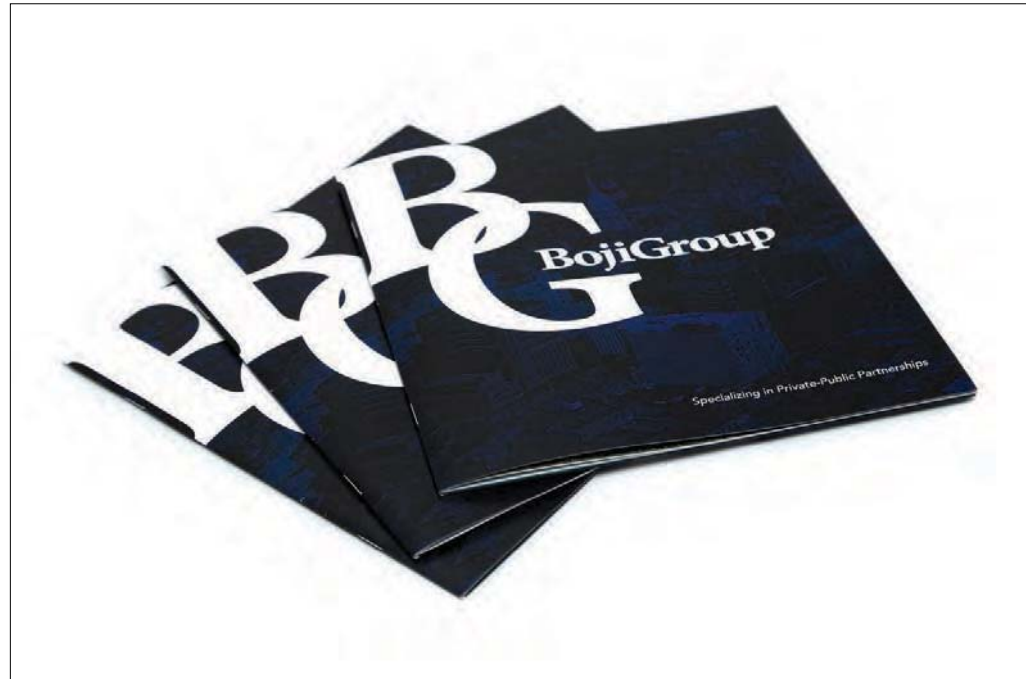
Client feedback & testimonial(s): Initial Goal was to hire 1,200. Results were 17,291 applications, with 1,433 hires.



BRAND FORWARD

BOJI GROUP BRAND DEVELOPMENT

Project Specifics: Copywriting, graphic design and photography



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BRAND FORWARD

SHARED PREGNANCY • BRAND IDENTITY

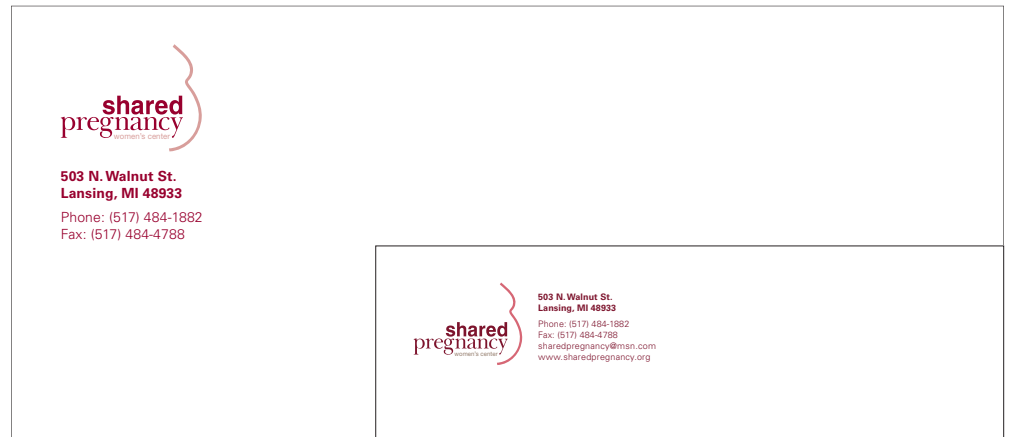
Project Specifics: rebrand, logo, collateral pieces



Business card (front)



Business card (back)



Envelope



Logo



Letterhead

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BRAND FORWARD

GRANGER • BRAND IDENTITY

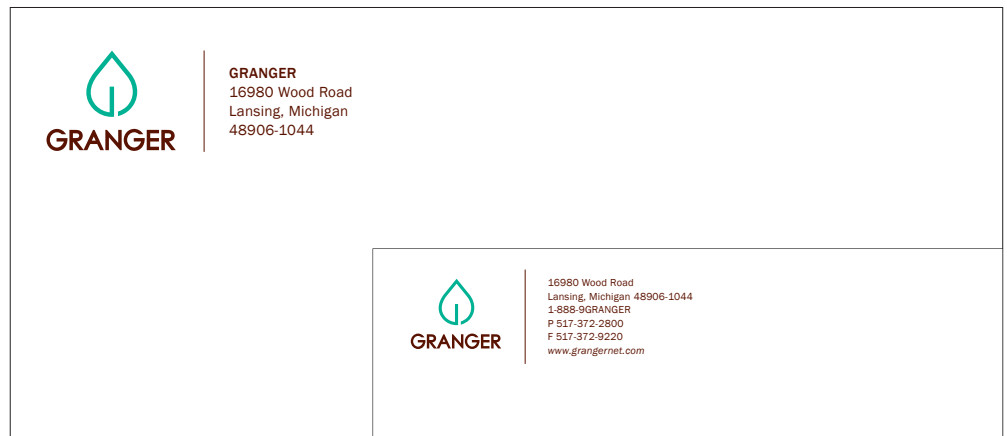
Project Specifics: rebrand, logo, tagline, collateral pieces



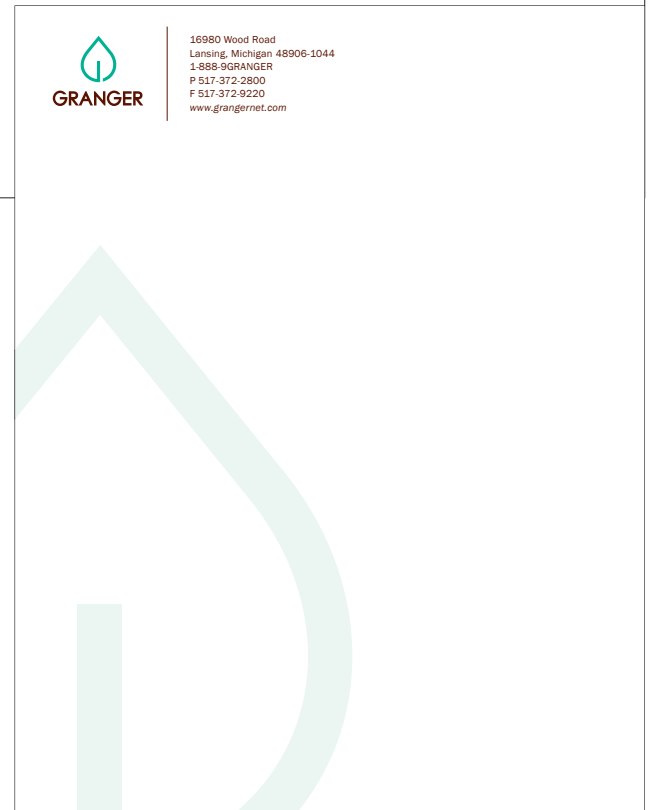
Business card (front)



Business card (back)



Envelope



Letterhead



Logo



P 517.203.3333 | m3group.biz

221 West Saginaw | Lansing, MI 48933

1234 Washington Blvd. | Detroit, MI 48226

P.O. Box 33661 | Detroit, MI 48232

WHITE ROSE GALA • LOGO CREATION

Project Specifics: logo design (three options)



Final logo



BRAND FORWARD

MAYOR'S RIVER WALK • LOGO CREATION

Project Specifics: logo design (five years)



2008



2009



2010



2011



2012

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1234 Washington Blvd. | Detroit, MI 48226
P.O. Box 33661 | Detroit, MI 48232



BRAND FORWARD

LEPFA MACKINAC POLICY CONFERENCE • LOGO CREATION

Project Specifics: event planning and graphic design



YOU'RE INVITED June 1, 2017

LANSING LEADS

Mary's Bistro
7463 Main St.
Mackinac Island, MI
4 to 6 p.m.

For More Information:
Ami Iceman-Haueter
ami@m3group.biz
517.203.3333

Lansing Metro Reception at the Mackinac Policy Conference

The Policy Conference at Mackinac has kick-started summer for more than 30 years, bringing business and government together. The Lansing Metro Reception showcases our growth and creates new partnerships, an exchange of ideas and camaraderie with people throughout Michigan leading us to a brighter future.

All guests welcome!

Sponsored By:

Eblast invitation

ADMIT ONE
The Original Butterfly House and Insect World
Valid May 31 through June 4
Open 10 a.m. - 7 p.m.
6750 McGulpin Street
Mackinac Island, MI 49757
906.847.3972

BIKE RENTAL
Redeemable May 31 - June 4
Single speed bike rental available for 2.5 hours
Ryba's Bike Rentals
Open 8 a.m. - 6 p.m.
7245 Main Street
Mackinac Island, MI 49757
906.847.3208

FERRY VOUCHER
Redeemable at Star Line (Mackinaw City and St. Ignace Docks)
Tickets may be exchanged at any of our ticket offices for an actual ticket.

Vouchers

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221 West Saginaw | Lansing, MI 48933
1234 Washington Blvd. | Detroit, MI 48226
P.O. Box 33661 | Detroit, MI 48232



BRAND FORWARD

UNCLE JOHN'S • OUTDOOR CAMPAIGN

Project Specifics: Graphic Design



Uncle John's
CIDER MILL

Fresh Fun Daily

ujcidermill.com

Uncle John's
CIDER MILL

Craft Show
SEPTEMBER 19 & 20

ujcidermill.com

Uncle John's
CIDER MILL

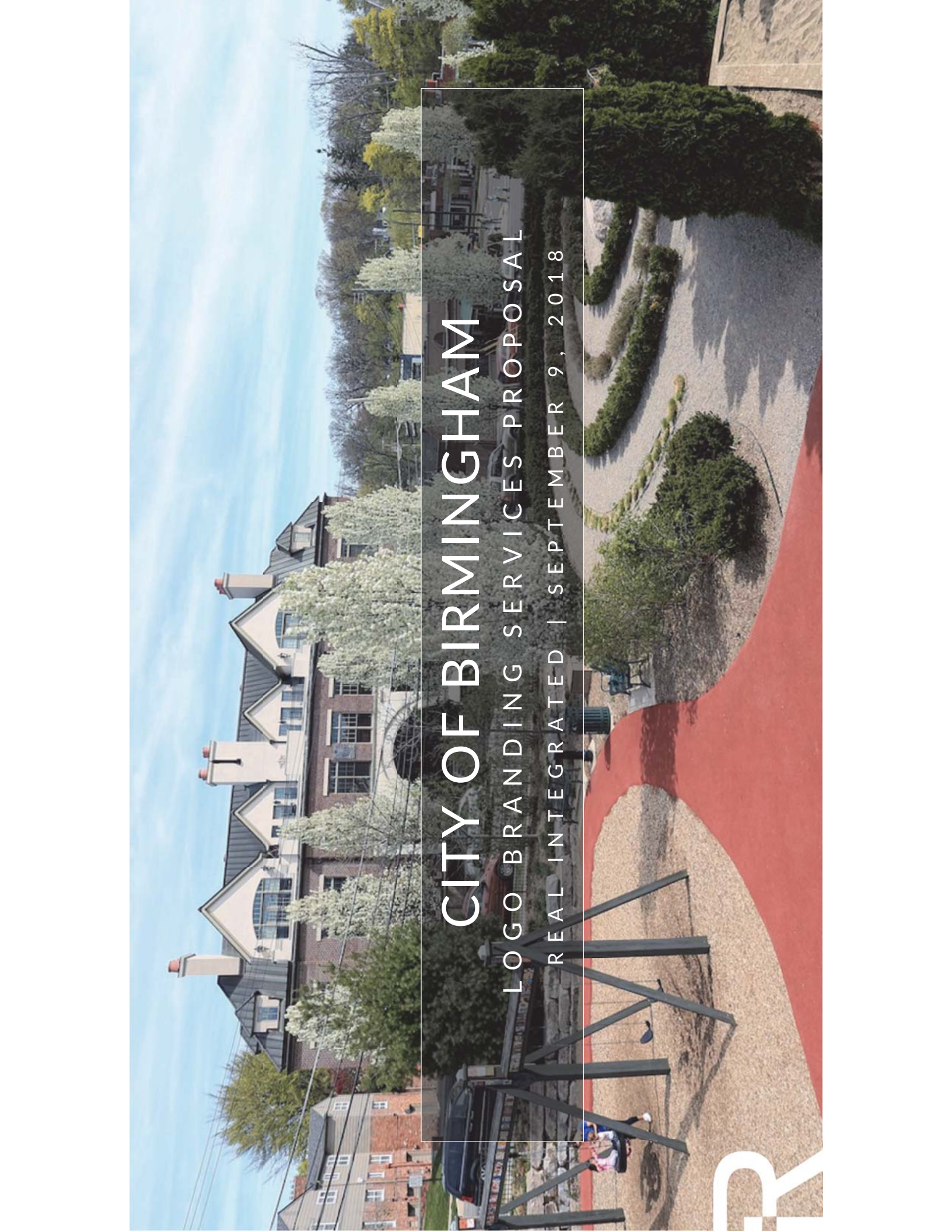
Fresh Fun Daily

EAT DRINK PLAY

ujcidermill.com

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1234 Washington Blvd. | Detroit, MI 48226
P.O. Box 33661 | Detroit, MI 48232



CITY OF BIRMINGHAM

LOGO BRANDING SERVICES PROPOSAL
REAL INTEGRATED | SEPTEMBER 9, 2018

RI

1) Cover Letter

September 7, 2018

Joellen Haines
Assistant to the City Manager
City of Birmingham

Dear Joellen,

Thank you for the opportunity to submit a proposal to become a branding agency partner for City of Birmingham. We are eager to bring our dedication and critical insight to helping the city. As our name suggests, our firm is a fully integrated advertising agency that offers brand development as a key specialty and focus. Our storytelling experience has been transformational for our clients, helping them establish strong, sustainable strategies that help them identify and meet their goals.

Our agency has a passion for working with local communities. Real Integrated has been deeply rooted in the in Southeast Michigan for over 60 years. From The Henry Ford, Life Directions and UM-Dearborn to Michigan Opera Theatre, Oakland University and Detroit Public Schools Community District, we take great pride in helping institutions that enrich our community – and we would be honored to partner with the City of Birmingham.

We encourage you to speak to the references we have provided. Again, we appreciate your time and consideration, and we look forward to meeting with you.

Sincerely,
Crystal Ceo
EVP, Director of Account Services
248-594-5347 | cceo@realintegrated.com
REAL INTEGRATED
888 W. Big Beaver Rd. Suite 501
Troy, MI 48084
www.realintegrated.com
www.facebook.com/realintegrated/
<https://twitter.com/realintegrated>



2) Project Approach – Agency Process

“The Real Method”

For the scope of work outlined in the RFP, we would rely on our proprietary process, “The Real Method.” This is the foundational process we utilize to collect key insights, set a strategic course, develop measurable goals for success, create powerful communications and track our results.

Immerse

We can't get enough information. This is when we start soaking it all up. We look everywhere. We talk to you, your staff, key stakeholders, community members and park visitors. We ask a lot of questions and we listen. We listen hard.

Define

We hone in on exactly who we are talking to. We segment your audience into focused groups, so we can deliver powerful relevant messaging.

Reflect

If we want a consumer to see your brand as a reflection of themselves, we have to look at what you have in common. Maybe your brand reflects who they are already. Maybe it can reflect who they want to be. We make this connection.

Position

This is where we build a foundation for all our communications. We form a reflective association in the mind of the consumer. We create an identity with honesty, something that's relatable and real.

Plan

We work hard to integrate messaging into consumers' lives. Everything is media so we look deeper, we analyze how customers live their lives and find opportunities to engage with them. Then we set realizable goals with measurable objectives.

Realize

Brilliantly executed creative is our standard. Nothing less. We challenge ourselves. We break rules... except for one – everything we do must be real and relevant.

Evaluate

We have to know what's working. Just like our clients, we can't wait to get some results, so we constantly monitor everything that leaves the agency. Through the use of robust analytics, we determine effectiveness and make adjustments.

Refine

By monitoring key variables (the performance of creative, frequency, media and targeting) and making simple adjustments to these variables, we ensure maximum performance against our objectives.



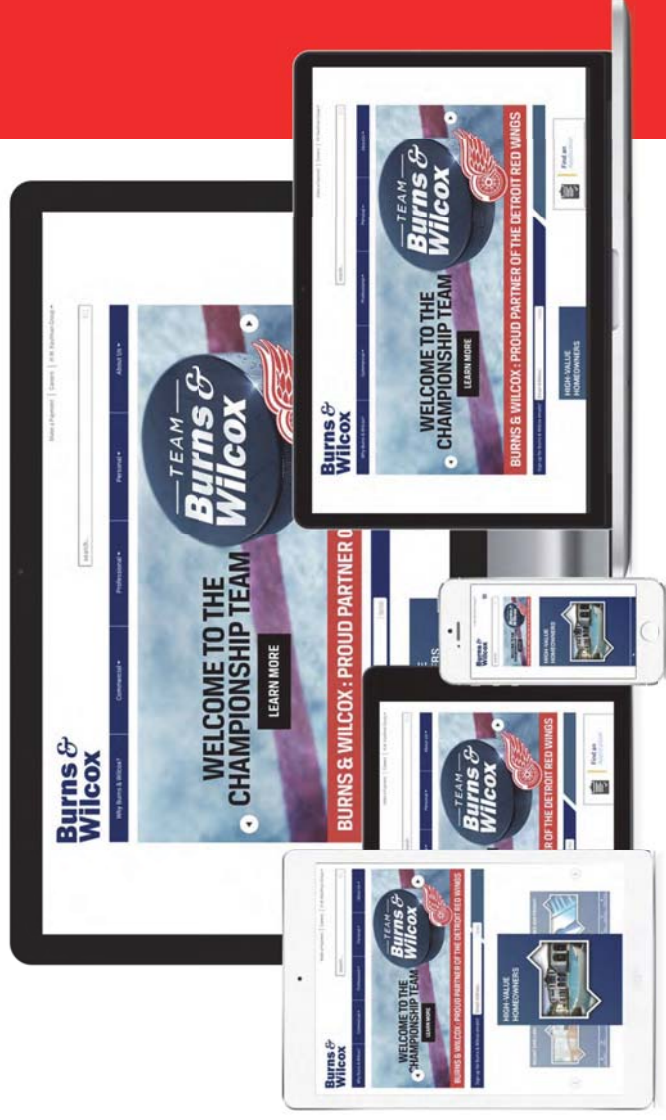
2) Project Approach

Our clients share one thing in common: they have started to rethink the tools and insights that have gotten them to where they are. Typically, they have arrived at a moment of elevated risk and opportunity and they want to determine a way forward.

They realize that to ensure the success of their next wave of investment in communications, channels, tools, talent and assets they stand to gain from a solid foundation of insight into their organization, audience, industry, competitive space, and communications to date.

They also realize one thing more: that for this insight to be of practical value it must be easy to understand, exciting to interpret, and capable of applying to everything they do.

The City of Birmingham has determined that they have a need to re-assess their brand position and establish a new brand platform and marketing strategy/plan reflects their values and unique identity as an organization. They are seeking a qualified partner to help them accomplish these goals.



2) Project Approach

PROJECT WORKFLOW

Step 1: Brand Audit & Review

Real Integrated will conduct a comprehensive review of background materials provided by the City of Birmingham, including but not limited to, all prior logo design executions, materials previously presented to the brand development committee, meeting minutes from past presentations, any advertising and marketing communication materials, past press releases, third-party analyses, surveys and strategic master plans. This allows Real Integrated to fully understand the past/current brand effort and market position.

Step 1.1: Team Meet & Greet – Project Kickoff

This step details participants, responsibilities, communications, decision-making protocols, timeline and deliverables for all members of the project team. You will be introduced to your Real Integrated team, including your Project Manager, Ashley Mitchell. Ashley will be your day-to-day contact. This step also identifies any issues that an initial review of background materials (Step 1.1) has unearthed.

Deliverables:

- Meeting agenda
- Outline for deep-dive internal work session
- Meeting recap



2) Project Approach

PROJECT WORKFLOW

Step 2: Qualitative Research

Real Integrated will take a deep dive and conduct research to better understand the current landscape. This includes, but is not limited to, the City of Birmingham's current mission statement and core values. In this phase, we will also conduct a competitive audit. We will look at other progressive city's in the state to gain insight on the landscape. Lastly, we will begin to determine our audiences. These audiences will be segmented to understand the value of each subset.

Step 3: SWOT Analysis/Platform Development

Real Integrated will conduct a key stakeholder roundtable designed to uncover the core elements of the Brand platform. Based on all that learning and the information from the competitive audit and research results, Real Integrated will demonstrate personality traits for the brand that express the voice of the City of Birmingham



2) Project Approach

PROJECT WORKFLOW

Step 4: Logo Development

Real Integrated will provide you with **six** initial logo options. These executions will be based on the feedback and positive perceptions from previous steps in this process, as well as the collective vision of the future. All logo options will be adaptable for use in print, press materials, digital, outdoor signage, etc. The city will determine which three designs they would like to move forward with.

Step 5: City Commission Meetings

Real Integrated will present the logo executions to the City Commission. During these meetings, Real Integrated will address any questions and feedback.

Step 5.1: Feedback and Revisions

Based on feedback, Real Integrated will make updates to each logo option. Once feedback/revisions have been addressed, Real Integrated will be prepared to present the revised designs to the City Commission. Based on the RFP, it is assumed that there will be eight City Commission meetings, with the possibility of additional meetings being needed.



2) Project Approach

PROJECT WORKFLOW

Step 6: City Commission Approval & Style Guide

Upon City Commission approval, Real Integrated will begin finalizing the logo in vector format. This includes full color and black & white. The logo will be adaptable to all media including but not limited to print, digital/web, social media, press materials, signage, clothing and internal pieces (business cards and letterheads).

Upon logo finalization, Real Integrated will build out the full style guide. The style guide will explain logo usage in-depth, including size standards, acceptable usage in various mediums, size and color standards as well as non-acceptable usage examples.



3) Agency Capabilities and Experience

Real Integrated

888 W. Big Beaver Rd., Suite 501
Troy, MI 48084

Website: www.realintegrated.com
Phone: 248.540.0660

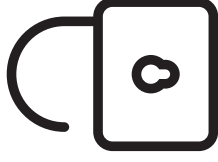
Contact during Proposal Evaluation
Name: Crystal Ceo
Title: EVP, Director of Client Services
Address: 888 W. Big Beaver Rd., Suite 501
Troy, MI 48084
Phone Number: 248-594-5347
Email Address: cceo@realintegrated.com

Real Integrated is a full-service creative agency located in Troy, MI. Real Integrated has been developing award-winning creative campaigns in Metro-Detroit for over 60 years. Established in 1956 under the name Solomon Friedman Advertising, the agency started in the entertainment business. Since then, the agency has grown and expanded its services. Today, Real Integrated is made up of 22 employees across multiple disciplines: strategic planning, account management, creative, content development, brand strategists, digital, social, media planning & buying, production and publicity & promotions.

On the following pages, you'll find our agency capabilities and experience. The agency experience and past client work presented is focused on the needs outlined in the RFP: Brand & Logo Development.



3) Agency Capabilities and Experience



BRAND DEVELOPMENT

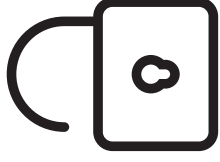
Real Integrated (RI) brings together a dynamic and experienced team offering brand strategy, naming strategy, visual strategy, digital strategy and culture building. As trusted advisors to our clients, we help them make the best use of these deliverables through communications training, team building and ongoing monitoring of brand performance.

We begin with the simple premise that a brand is a story told in the marketplace. This turns out to be a remarkably versatile and powerful springboard for building brands that capture the imagination, foster strong cultures, create new value and drive businesses where their leaders want to take them.

Building boldness into brands. Our mission is to enable organizations to achieve key business and market objectives by articulating and activating their brand stories. The tools and platforms we develop enable brand leaders and the teams they manage to do their best work. In line with our vision of transforming markets through the power of storytelling, we have helped the boldest of our clients in a number of categories to not only set themselves apart from their competitors, but also to challenge the conventional wisdom of the categories they're in, driving home market advantage even further.



3) Agency Capabilities and Experience

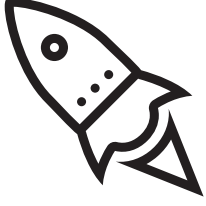


INTEGRATED MARKETING

We look at advertising a little differently at Real Integrated. We believe that the message and media are one, that they are linked together. Today, it's about integrating the right message into people's lives at the right time. We look at how target consumers live their lives and find opportunities to integrate relevant messages that resonate with them every day.



3) Agency Capabilities and Experience

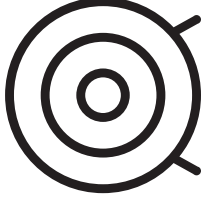


CREATIVE SERVICES

Real Integrated delivers compelling creative designed to enhance the brand's value and increase interest in the brand. RI provides creative for all forms of messaging—television, online, video, radio, print, digital, web, social, out-of-home, direct, mobile, promotional communications, email, etc. The agency has a creative team of award-winning copywriters, art directors, developers, editors and designers to meet the needs and timetables of our clients.



3) Agency Capabilities and Experience

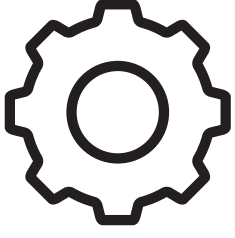


MEDIA PLANNING & BUYING

Real Integrated has a full-service media department with tremendous clout throughout Michigan and the Midwest. Our team is trained and experienced in all facets of media buying and planning—traditional, digital, mobile, social and search. To deliver an integrated plan, it is critical that we have our fingers on the pulse of the changing media world. The only way to do that is to have a full-service media team in-house. Our media department is constantly evaluating new forms of media, so we can always find new ways to reach and impact a brand's target consumer.



3) Agency Capabilities and Experience

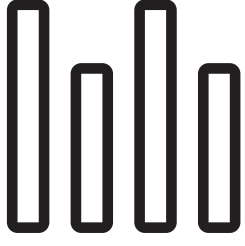


STRATEGIC PLANNING & RESEARCH

Brand development and great creative solutions start with strategic insight. Real Integrated has a dedicated strategic planning/research group, and all brand teams are involved in the strategic planning process. RI has a proprietary strategic planning process branded The Real Method. It is a disciplined process that starts with immersing ourselves in information and ends with delivering a smart, integrated communication plan. RI is also very versed and experienced in all forms of qualitative and quantitative research.



3) Agency Capabilities and Experience

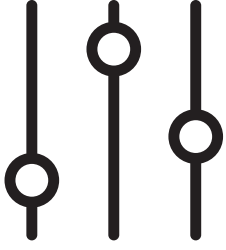


ACCOUNT MANAGEMENT

Real Integrated boasts an impressive roster of experienced and strategic Account Managers. Their industry knowledge is razor sharp in all disciplines, including digital and emerging media. Our collaborative agency model ensures creative solutions with rapid turnaround times that deliver results.



3) Agency Capabilities and Experience



DIGITAL & SOCIAL MEDIA

Our in-house digital team brings campaigns and concepts to life across all of the channels in the digital landscape. Following the latest web standards and responsive design practices, we can bring your content directly to consumers through websites or mobile applications, social media promotions or interactive displays.



3) Agency Capabilities and Experience



PUBLICITY & PROMOTION

Real Integrated has a veteran promotion and events team with over 50 years of combined experience. Whether we are promoting events, securing partnerships, writing and distributing press releases, engaging with the media, coordinating sponsorship opportunities, Real Integrated has the network required to bring it all together.



3) Experience – Agency Work

Detroit Public Schools Community District

Situation Analysis

Detroit's education legacy began in 1842 when the Detroit Public Schools system was established. Since then, decades of decline in the city have led the district to face extreme financial turmoil, chronic absenteeism among students, a loss of over half the qualified teachers, low student enrollment rates, and multiple emergency leadership positions. Change was a must. In 2016, after being awarded part of a \$617-million state aid package, Detroit Public Schools Community District (DPSCD) was created to replace the decaying Detroit Public Schools. DPSCD empowered an elected school board and hired a new permanent superintendent in 2017 to develop a strategic plan for the new district. The main priorities of that plan include improving student achievement, transforming the district's culture, championing a "whole child" approach, building a strong team, and being responsible stewards of the district's resources.

Assignment

Leverage the resurgence of Detroit as a city to **re-brand Detroit Public Schools Community District** based on their new mission and vision.

Deliverables:

- New Logo
- New Theme Line
- Brand Narrative & Platform
- Style Guide
- Microsite
- Printed Materials

Student-Centered Messaging: *Each Child is the One*

The overarching strategy was to empower each student to be *The One* and succeed beyond what they thought was possible. Our goal was to use this strategy, paired with the idea of resurgence, to appeal to our audience and hold them accountable to the new vision. We conducted focused groups of students, parents, and teachers from the community to shape our creative. The groups informed our decision to leverage the voice of rapper Big Sean, Detroit native and Cass Tech High School alum.

Audience:

- Students
- Teachers
- Parents
- Strategic Partners



3) Experience – Agency Work

Detroit Public Schools Community District

Tactic

The following narrative is the positioning drafted for the new DPSCD brand. It starts with a reference that reflects on perceptions of the old Detroit Public Schools system, but is spoken through the voice of current and future DPSCD students.

You don't know me. So why do you let your mind run cold on me? Take a look at me now. Right now. What do you see? I'm not broken. I am anything and everything that could be. I am an engine of progress and potential that has been wrenched by generations. Driven by the knowledge that every student in every classroom has the potential to be "the one." The one who will be their best self and inspire us all. The one who will join the legacy of those that came before them and be the pride of our community. I am an engine larger than life running on ambition and grit, constantly retooled and rebuilt for tomorrow – In a city that lives the challenge of uncertainty, yet knows there are a few things we can always count on. Change is constant. Potential is limitless. Hard work prevails. And Detroit Public Schools Community District.

Theme Line: *Students Rise. We all Rise.*

The new theme line holds all the stakeholders and audience members accountable for the future of Detroit's children and communities.

*****To view the TV Spot that Real Integrated wrote, shot and produced for this campaign, please either click the link below, or copy and paste it into your web browser:**
<https://vimeo.com/276061165>

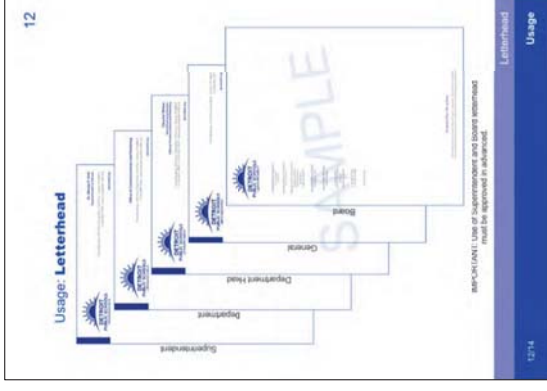
Results, So Far

Detroit Public Schools Community District held a job fair on July 31st. According to the Detroit Free Press, "Applicants for teachers came from across international borders, across state lines and from across town in an attempt to join the ranks of Detroit educators." Over 100 applicants showed up to fill available positions. This school year, enrollment is expected to be up. More to come as the campaign progresses.



3) Experience – Agency Work

Detroit Public Schools Community District



3) Experience – Agency Work

The Henry Ford

Situation Analysis:

We began working with Henry Ford Museum, Greenfield Village & IMAX Theatre in 1999. At that time they were three loosely connected attractions and they were slated to open a fourth (The Ford Rouge Factory Tour) within a few years. It was obvious that they needed to redefine their brand under a single name. That name would be The Henry Ford. After the naming and brand hierarchy was developed there was still much work to shift perceptions. This place was founded by Henry Ford to inspire people by Henry Ford himself. His vision was to provide a history of the progress so we could learn from it and move forward. Over the years, that vision had been lost... the attractions had become viewed by the community as a dusty collection that you would visit on your 5th grade field trip and never return.

Assignment

The challenge was to promote the many different attractions within The Henry Ford's defined brand architecture, while shifting perception and strengthening the brand identity. We wanted to bring relevance to The Henry Ford, to have it be recognized as a powerful hub of inspiration. Our goal was not only wanted to drive visitation, we were driven to grow national awareness and create a platform to encourage American innovation.

Strategy:

We would reposition The Henry Ford unlike any other cultural institution in the world. We would set ourselves apart as the keepers of the story of innovation in America. It is the only place where people can experience the events, places and things that have made this country an engine of progress for the entire world. Here you can reconnect with the past and "take it forward." We would encourage the activation of the brand through an annual campaign to drive visitation, educational programs, and a weekly national television program on CBS. This program connects the stories of innovation at The Henry Ford to present day triumphs of science and technology – showing ordinary people accomplishing extraordinary things.

Results:

After devising a brand strategy to position The Henry Ford unlike any museum in history, an integrated communications plan was employed to change local perception and drive national awareness. Real Integrated was responsible for breakthrough award-winning campaigns that have made The Henry Ford a model for museums across the country. Our agency was instrumental in fostering brand alignment throughout the entire organization, which has led to unified direction behind the brand mission. Additionally, Real Integrated transformed fundraising by establishing a purpose-driven cause positioning. Lastly, the Emmy Award-winning television show "The Henry Ford's: Innovation Nation" brings the story of this venue to light in a compelling way to inspire the next generation. Attendance for on-site visitors grew to an all-time high of 1.7MM per year. "The Henry Ford's: Innovation Nation," garnered over 59MM views. Lastly, The Henry Ford membership base grew to 42,000 members, resulting in \$4.9MM in revenue.



3) Experience – Agency Work

The Henry Ford



3) Experience – Agency Work

Oakland University

Situation Analysis and Challenge

Over the past decade, Oakland University had implemented a number of significant changes to its brand in order for it to be considered a top-tier university. Academic program offerings were expanded and improved upon, new facilities were built, and existing buildings upgraded, and new social opportunities and activities for students were developed to improve campus life. Additionally, Oakland University formed a number of partnerships with Fortune 500 corporations in Southeast Michigan for research and internships and had become an engine that was leading economic growth in Southeast Michigan. Unfortunately, Oakland University was still viewed as a 2nd tier university among prospective collegebound students and their influencers. OU's improvements and impact were unknown to the community, negatively impacting enrollment and the university's ability to attract higher level students.

Opportunity and Assignment

While the Oakland University brand had evolved and matured, the story was not being communicated. Advertising and marketing efforts focused on highlighting the OU Grizz, Oakland University's grizzly bear mascot, and did not highlight any of OU's superior academics programs, or any of the many great social opportunities offered on-campus. To create awareness of the improved Oakland University and to elevate the profile of the brand, Real Integrated proposed a new advertising and marketing campaign, Reach Beyond the Ordinary, which focused on highlighting real students that were "reaching beyond the ordinary" through OU's academic and social programs.

Program Elements

The Reach Beyond the Ordinary campaign was integrated across all marketing and communications channels. A :60 TV spot was developed, as well as a :30 version of the spot. The commercial focused on OU students engaging in a variety of activities on-campus at Oakland University—from jogging around campus and painting in art class, to studying in a science lab and attending a bonfire at OU's on campus bonfire pit. The music, voiceover and imagery created a modern, artistic feel for the university, allowing potential students to relate to the tone of the spot.

Real Integrated developed :15 pre-roll ads, static digital ads, radio spots, outdoor billboards and print ads, all within the new campaign tone, and continuing to highlight the individuality of the students and their drive to "reach beyond the ordinary." Additionally, Real Integrated developed a style guide for the new campaign so that Oakland University's communications and marketing department could implement the campaign elements within their on-campus and internal communications efforts. With the aid of the style guide, OU has been able to expand the campaign through on-campus signage, website updates, social messaging and OU internal communications pieces, including print and email.

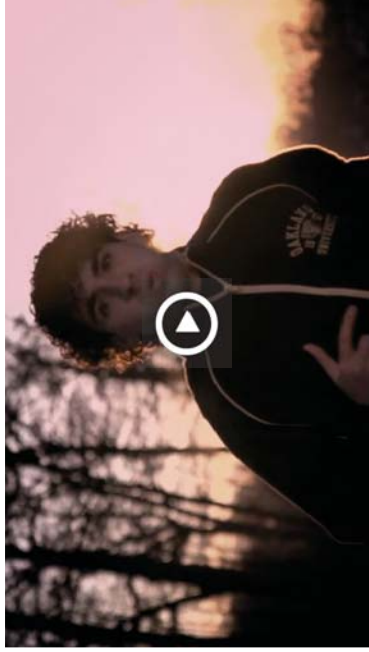
Results

Reach Beyond the Ordinary was a huge success, delivering both tangible and intangible results. Applications and enrollment were at an all-time high for the 2012/2013 school year, and student and faculty response to the campaign was extremely positive. The :60 television spot even received a Telly Award for excellence in advertising within the Schools/Colleges/Universities category. The Reach Beyond the Ordinary campaign has been expanded and continues to be implemented within OU advertising and marketing efforts.

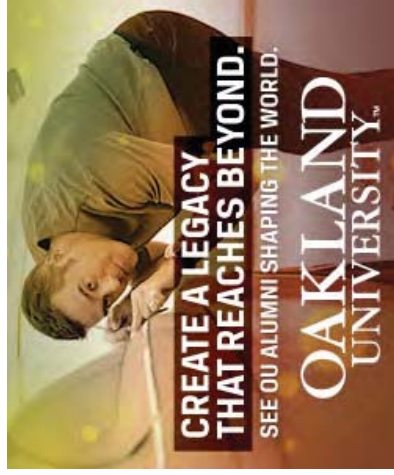


3) Experience – Agency Work

Oakland University



To view the video we created for this project, please either click the link below, or copy and paste it into your web browser:
<https://realintegrated.box.com/s/099vgjwvim47t6f7fmmwksiu8xxfvej>



3) Experience – Other Agency Work from the past two years

Client List

The Henry Ford (non-profit): Branding, membership, fundraising, exhibit promotions, broadcast, video content, video production (shooting), print, direct mail, traditional and digital media placement and creative

Soaring Eagle Properties: Direct mail, broadcast, video content, outdoor, video production (shooting), and social media

Detroit Public Schools Community District: Rebranding, brand positioning, logo, video production (shooting), and broadcast

Burns & Wilcox: Branding, retail, direct mail, video content, video production (shooting), print, sponsorships with the PGA, full website redesign and development, digital and traditional media placement

Beaumont Hospital: Video content, video production (shooting)

Desert Diamond Casinos and Entertainment: Promotional logo design, direct mail, broadcast, video content, video production (shooting), print, outdoor, full website redesign and development

The D Las Vegas: Promotional logo design, direct mail, print, outdoor, arena design, vehicle wraps, digital media, and hotel room collateral

Golden Gate Casino Hotel: Promotional logo design, direct mail, print, outdoor, arena design, vehicle wraps, digital media and hotel room collateral

Odawa Casino: Direct mail, print, outdoor, broadcast, traditional and digital placement and creative

Michigan Opera Theatre (non-profit): Season brochures, window posters, subscription renewal collateral, and direct mail

Great Lakes Chamber Music Festival (non-profit): Full website design and development, print collateral including booklets, brochures and posters

Infomart: Branding, naming and positioning

Eastern Michigan University: Rebranding, broadcast, video production (shooting), outdoor, radio, digital and traditional media placement and creative

Emagine Theatres: Digital and social media placement and creative, publicity and promotions

Rehmann: Full website redesign and development, analytics management, video content

KFC: Co-op coupon books, point-of-sale materials, media placement

Andiamo Restaurants: Publicity and promotions

Oakland Community College: Video production

Database Dynamics: Website design, collateral trade show materials, logo design and video content

Daifuku: Full website design and development, video content, and video production (shooting)

General Dynamics: Direct mail, video content, landing pages, outdoor, newsletter design, trade show materials, print, and digital presentation displays

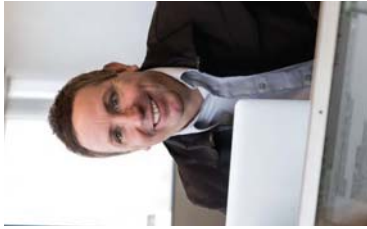
Alderney Advisors: Rebrand, website design and development, logo design, print and digital collateral

Goodman Acker: Branding, broadcast, video content, and video production (shooting)

Razor Law Firm: Website design, SEO/SEM, digital media placement, branding, public relations



4) Your Project Team



JOHN OZDYCH

PRESIDENT/CREATIVE DIRECTOR

John started at Real Integrated in 1996 after attending the College for Creative Studies, then graduating with a Business Degree from Western Michigan University. He became President of Real Integrated in 2011. With over 20 years of marketing experience, he leads all brand strategy initiatives at the agency – helping organizations build engaging and powerful storytelling platforms. Known as a "Strategic Creative," his view of brand development reflects his background in business and art. Through strong collaboration with client partners he has developed award-winning creative campaigns for MGM Grand Detroit, The Henry Ford, UM-Dearborn, Beaumont Health, Michigan Opera Theatre and many others. John has been a strong supporter of some of Metro Detroit's most prominent cultural institutions and is a member of the Board of Directors for Life Directions of Detroit.



ASHLEY MITCHELL

ACCOUNT DIRECTOR (Project Manager for your Team)

Ashley is a Wayne State University, School of Business graduate, specializing in Marketing. Ashley is an accomplished, focused and detail-oriented team player with over 12 years of marketing and seven years of management experience. She offers her clients a comprehensive understanding of brand management, marketing strategy, team management, public relations, event marketing, promotions, franchise marketing, research and social media. Over the span of her career, she worked for and with a variety of brands including The Walt Disney Company, Goldfish Swim School, The Henry Ford and Eastern Michigan University.



CRYSTAL CEO

EVP, DIRECTOR OF CLIENT SERVICES

Crystal is a graduate of Central Michigan University, with a Bachelor's Degree in Advertising/Marketing. She leads business development and account management at Real Integrated. Utilizing her industry knowledge and tremendous organizational strengths, she has built a top-notch, deadline-driven account service team. She has over 18 years of management experience specific to the hospitality, healthcare, and tourism industries. The depth of her expertise includes research and analytics marketing, specifically in guest perception, new property development, brand awareness studies and SWOT analysis programs. The core of her experience covers the entire marketing spectrum, from establishing strong, recognizable brands to building content and database strategies.



JENNIFER WHITE

ART DIRECTOR

Jennifer has over 20 years of art direction experience. Jennifer is a hard working, self-motivated designer who can effectively multi-task and prioritize to meet deadlines working independently or as a team. Jennifer attended Oakland Community College, and then Specs Howard School of Media Arts where she received a certificate for Graphic/Web Design. Since starting at Real Integrated, she's worked on several key clients including Detroit Public Schools Community District, Eastern Michigan University, The Henry Ford and The D Las Vegas.



5) Timeline Proposal, Approach, Work Plan

PROJECT TIMELINE

TASK	DESCRIPTION	DURATION	TENTATIVE DATES
STEP 1	BRAND AUDIT & PROJECT KICKOFF	1 WEEK	OCTOBER 29-NOVEMBER 2 (anticipated project start date)
STEP 2	QUALITATIVE RESEARCH CLIENT REVIEW & APPROVAL	2 WEEKS 1 WEEK	NOVEMBER 5-NOVEMBER 16 NOVEMBER 19-NOVEMBER 23
STEP 3	SWOT ANALYSIS/PLATFORM DEVELOPMENT CLIENT REVIEW & APPROVAL	1 WEEKS 1 WEEK	NOVEMBER 26-NOVEMBER 30 DECEMBER 3-DECEMBER 7
STEP 4	DEVELOPMENT OF BRAND DESIGN SYSTEMS CLIENT REVIEW & APPROVAL	3 WEEKS 1 WEEKS	DECEMBER 10-JANUARY 11 JANUARY 14-JANUARY 18
STEP 5	CITY COUNCIL MEETINGS (assuming meetings take place weekly) CLIENT REVIEW & APPROVAL	8 WEEKS 2 WEEKS	JANUARY 21-MARCH 15 MARCH 18-MARCH 29
STEP 6	LOGO APPROVAL & STYLE GUIDE CONTENTS CLIENT REVIEW & APPROVAL	2 WEEKS 2 WEEKS	APRIL 1-APRIL 12 APRIL 15-19
PROJECT COMPLETE			APRIL 26, 2019

Upon contract initiation, Real Integrated will set up weekly or bi-weekly status meetings with the City of Birmingham team to discuss progress of the project. In these meetings, we will also present new creative when available and address any questions or feedback the team may have. The frequency of meetings, weekly or bi-weekly, is at the discretion and availability of the City of Birmingham team. As noted above, the city will have at least 1 week to review, approve or provide feedback for each step of the project. If feedback or approval is provided sooner, we can of course accelerate the timeline.

For **PROJECT APPROACH AND WORK PLAN**, please see **SECTION 2** of this in the previous pages of this proposal labeled **PROJECT APPROACH**.

5) References



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President
The Henry Ford
20900 Oakwood Boulevard
Dearborn, MI 48124
313.982.6111
Patriciano@thehenryford.org



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Deputy Executive Director of Marketing
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Fisher Building, 10th Floor
3011 West Grand Blvd.
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mark.sherwood@detroitk12.org



John Young
VP, Communications & Marketing
Oakland University
318 Meadow Brook Road
Rochester, MI 48309
248.370.2946
joyoung@Oakland.edu

Professional References



**ATTACHMENT B - BIDDER'S AGREEMENT
FOR LOGO BRANDING SERVICES**

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.

Crystal Ceo September 7, 2018
PREPARED BY DATE
(Print Name)

FVP, Director of Client Services September 7, 2018
TITLE DATE

Crystal Ceo ccceo@realintegrated.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

Solomon Friedman Advertising LLC. DBA: Real Integrated
COMPANY

888 W. Big Beaver Rd. Suite 501 Troy, MI 48084 (248) 540-0660
ADDRESS PHONE

NA (Private Company) (248) 540-0660 x 5347
NAME OF PARENT COMPANY PHONE

888 W. Big Beaver Rd. Suite 501, Troy, MI 48084
ADDRESS

**ATTACHMENT C - COST PROPOSAL
FOR LOGO BRANDING SERVICES**

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

TOTAL AMOUNT	\$ <u>25,000.00</u>
Additional Meeting Charge	\$ <u>155/hour</u> per meeting
Additional Services Recommended (if any):	\$ <u>155</u> / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour
	\$ / hour

Firm Name Solomon Friedman Advertising LLC. DBA: Real Integrated

Authorized signature Crystal G. Cox Date Sept 7, 2018

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR LOGO BRANDING SERVICES**

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

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

Crystal Ceo September 7, 2018
PREPARED BY DATE
(Print Name)

V.P. Director of Client Services September 7, 2018
TITLE DATE

Crystal Ceo cceo@realintegrated.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

Solomon Friedman Advertising LLC. DBA: Real Integrated
COMPANY

888 W. Big Beaver Rd. Suite 501, Troy, MI 48084 (248) 540-0660
ADDRESS PHONE x5347

NA (Private Company) (248) 540-0660 x 5347
NAME OF PARENT COMPANY PHONE

888 W. Big Beaver Rd. Suite 501, Troy, MI 48084
ADDRESS

38-3214754
TAXPAYER I.D.#

City of Birmingham
Attention: Joellen Haines Mgs Office
151 Martin Street
Birmingham, MI 48009
248/530-1807

Dempster Designs/Studio D
Mr. Robert Dempster
661 South Eton
Birmingham, Michigan 48009
248/398-9999

Dear Ms. Haines,

We are moved to offer our branding talents to The City of Birmingham's logo/branding proposal.

As a 45 year Birmingham business owner, resident and community volunteer, we cherish the idea to be at the creative helm of our city's new image. Dempster Designs has created and supervised many brand campaigns from start to finish. We initiate drawings, discuss materials, create installations. As well as, sportswear, banners, even music jingles.

Our team, which includes Graphic Designer, Wendy Zaremba-Just have the experience and talents to create a distinctive Brand for Birmingham. Our team will work hand-in-hand with your office, The City Commission and our community to bring a positive branding for the City of Birmingham.

We understand the value of a Great Brand for a Great City! Your project is the perfect match for our talents, experience and business interests.

We welcome the opportunity to create a world class logo and branding for Birmingham...A Walkable City.

Sincerely,

Robert Dempster
President
DempsterDesigns@gmail.com

--
R.G.Dempster

www.dempsterdesigns.com
www.rgdempster.com
www.studiod661.com



**DEMPSTER
DESIGNS**

P.O. BOX 831 ■ Bloomfield Hills, MI 48304
■ Ph. 248.398.9999
■ dempsterdesigns.com

City of Birmingham
Attention: Joellen Haines Mgs Office
151 Martin Street
Birmingham, MI 48009
248/530-1807

Dempster Designs/Studio D
Mr. Robert Dempster
661 South Eton
Birmingham, Michigan 48009
248/398-9999

Dear Ms. Haines,

Our Team will use our over 45 years of design talents and services along with community participation, to develop a distinctive logo/branding that embraces, Birmingham... A Walkable City.

Once we are selected to move forward, the Demster Design team will begin to do extensive research, with asking questions, gathering information from your office and all interested parties. We will also research by walking the city, taking photographs and discussing out options.

Timeline as follows:

- 30-60 days
- Research photos, and walking within the community of Birmingham
- Review Street Road Signs
- Initial sketches
- Reviewing fonts, layouts with team members
- Review color combinations, using PMS 3435
- Following up with a point person and meetings
- Dempster Designs team will always be accessible

Our goal is to attract, convert, & delight with a new logo/branding for Birmingham, its families, residences and businesses.

Sincerely,

Robert Dempster
President
DempsterDesigns@gmail.com

--
R.G.Dempster

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A little look inside the life of Robert Dempster of Dempster Designs.

- Business man, branding expert, artist, songwriter, public relations specialist, performer and promoter.
- Active businessman and community supporter since 1971.
- Founded both Artwear and Speedy-T franchises in the local Detroit area (1975-1990).
- In 1991, Dempster Designs open up its doors, selling custom signs, graphic design, and packaging ideas to numerous high level companies.
- Dempster founded Studio D in 2010, an eclectic art, music, and film gallery/venue in Birmingham's Rail District. Studio D represents the very best of local and national talent. The venue is also host to fund raising galas for various charity and non-profit organizations.
- Community volunteer participation includes the Community House (Birmingham), Rotary, Optimist Club, K of C, Holy Name Bible Study, U.S. Marines, Adcrafter, Cranbrook, The Detroit Institute of Arts and many more positive groups in the area.
- Mr. Dempster has received "The Key" to the City of Bloomfield Hills and "The Pillar of the Community" award, in Birmingham.
- Mr. Dempster is truly an inspirational spirit who never stops dreaming and planning. He is always heading full speed toward his ambitions with a positive attitude encouraging everyone he meets to "take out your canvas and paint a scene".

--
R.G.Dempster

www.dempsterdesigns.com
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www.studiod661.com



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P.O. BOX 831 ■ Bloomfield Hills, MI 48304
■ Ph. 248.398.9999
■ dempsterdesigns.com

City of Birmingham
Attention: Joellen Haines Mgs Office
151 Martin Street
Birmingham, MI 48009
248/530-1807

Dempster Designs/Studio D
Ms. Wendy Zaremba-Just
661 South Eton
Birmingham, Michigan 48009
248/568-0413

Dear Ms. Haines,

I am very excited to be part of the opportunity to be a part of creating a new logo/branding for Birmingham. Please review my experience in graphic design and working with clients.

With a Bachelor of Fine Arts from Wayne State University and over 20 years in the Graphic Design and B2B industry I bring creativity, professionalism and expertise to your community.

In my current positions as Graphic Designer for Dempster Designs and a Senior Art Director at BNP Media, I am part of a team that produces monthly and quarterly B2B publications; along with marketing, logos, trade show design, web ads and corporate design. I interact with numerous publishers, editors and marketing managers to implement high-impact design solutions. Managing multiple projects simultaneously while prioritizing and allocating time within the production schedule.

As a Freelance Graphic Designer to a select clientele. There, I pay attention to detail and am responsible for page layout of brochures, magazines, logos, ads, etc.... Regular client interaction is critical to develop the best approach and style to suit their requirements.

Mr. Dempster and I look forward to meeting you to discuss this opportunity further. We will make ourselves available based on your schedule and look forward to your call or email. Thank you for your time and consideration.

Our team is looking forward to working with you and the community.

Sincerely,



Wendy Zaremba-Just



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REFERENCES

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KENNETH BUNYAK
Gentherm
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kenneth.bunyak@gentherm.com

MELISSA T. PARKS
Art&Soul Dreams, Executive Director and Founder
PO Box 250311, Franklin, Michigan 48025-0311
248/227.4643
melissa@artandsouldreams.org



**DEMPSTER
DESIGNS**

P.O. BOX 831 ■ Bloomfield Hills, MI 48304
■ Ph: 248.398.9999
■ dempsterdesigns.com

August 30, 2018

To whom it may concern,

I have had the pleasure of working with Wendy Zaremba-Just on a variety of projects, and I must say it has been an honor to interact with someone of such integrity, dedication and imagination. Having had the opportunity to have been the Curriculum Coordinator for the Visual Arts at Detroit Country Day School for a number of years as well as the Founder of Art&Soul, a Michigan 501(c)3 dedicated to increasing awareness for children in the Michigan foster care system, rare is the time when an individual of such character crosses my path.

Wendy's empathetic nature, intellectual proclivity, and creative energy all reinforce her obvious talents as a top-notch graphic designer. Her attention to detail never ceased to amaze me as she brought my visions to life on a variety of projects. Because of her experience and solid communication skills, she intuitively knew what my goals were and would create works that routinely exceeded my expectations. As a result, Wendy's project turn-around always met or exceeded our timeline. I knew her work was something I could always count on and would allow me the flexibility to focus on other project details.

Sophocles said, "Success is dependent on effort." I know few individuals who put forth as much effort in the pursuit of excellence within their craft as Wendy Zaremba-Just. Her seasoned perspective enhanced every project I handed off to her. Most importantly for me, after long days involving a multitude of changes in text, layouts, stories and artwork, Wendy remained poised and professional, and never buckled or expressed frustration.

Any organization looking to enhance their team with someone with talent and experience that offers a unique blending between creativity and business concerns, would do well by working with Wendy Zaremba-Just.

Artfully Yours,
Melissa T. Parks
Art&Soul Dreams, Executive Director and Founder
melissa@artandsouldreams.org
www.artandsouldreams.org

PO Box 250311
Franklin, Michigan 48025-0311

248.227.4643



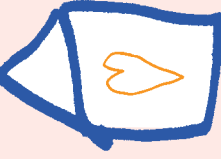
EVERY CHILD IS A WORK OF ART™
ART & SOUL
DREAMS

Third Annual Traveling Portrait Exhibit of Michigan
Children in Foster Care Waiting for Adoption

Every Child Deserves a Home

All children need love, guidance, and a sense of belonging that only a family can provide.

The children featured in the exhibit of Artt&Soul Dreams are only a small number of the children in Michigan who are in need of permanent homes. There are approximately 13,000 in foster care across the state at any given time. Currently, there are 340+ children who don't have an identified adoptive family. They are generally between the ages of 8-17, and many have special emotional, intellectual, and/or physical needs. Nearly all of them have suffered abuse or neglect.



Some of these children have been waiting several years for an adoptive family and have had multiple foster care and residential placements, resulting in numerous losses and separations.

The children in this exhibit are beautiful, they have many talents, they hope for better tomorrows, they worry about the unknown, they have waited too long and they dream of belonging to a family. We are hopeful that as this lovely exhibit travels across Michigan, a family will see them and take the next step in the adoption process.

We invite you to experience the Artt&Soul of these children, develop a resolve to share what you see here, and invite others into this conversation we call "Forever Families."

The Soul of a Child is Waiting...

WELCOME TO THE THIRD ANNUAL

ART&SOUL

DREAMS

TRAVELING EXHIBIT

(Every child pictured is in Michigan Foster Care.)

Art&Soul Dreams is a 501(c)3. This initiative is designed to both raise awareness and increase the rate of adoption for children in the Michigan Foster Care and Adoption system. To achieve this mission, we have generated an exceptional traveling photo exhibit where every child is seen as a work of ART. The exhibit features photos of children taken by photographers recognized for their excellence. Booklets are available at the exhibits to share the images and stories as well as their hopes and dreams. It is our goal that 75% of the children featured will be matched with families, mentors or community opportunities. Once seen, we believe the people of Michigan will open their hearts to them in this sensitive and compelling exhibit.

Everyone has the power to create durable change on a small and grand scale, which motivates Art&Soul Dreams. We are not a housing facility or agency. Rather, Art&Soul Dreams partners with the State of Michigan and local agencies in shaping our communities to be places that believe **EVERY CHILD IS A WORK OF ART.**

YOU CAN HELP!

Share this booklet | Become a mentor or foster parent

Give a child a loving home

Lovely & Princess

What's a rainbow made of? Can we touch the sky? If there is a Sunday why don't we have a "Rain-day"? Such big ideas in such little heads! Let Lovely and Princess remind you of how magical and full of wonder life is for a child of 5 and 6 years old.

These two bright-eyed sisters, full of questions and youthful imagination, show us how every day can be an adventure. Fun for them, just like you when you were their age, can be swimming, dancing, quietly putting puzzles together, or a memorable trip to Disneyworld! What are they missing? You. They are waiting for you to show them the love of a forever family. When they are looking out the window tonight wishing upon the night's brightest star, they are hoping you will help make all their happy dreams come true!

— PHOTOGRAPHED BY JENNY RISHER





Cheyenne

16-year-old Cheyenne intuitively understands the importance of helping others. Although young, this teen is an old soul. Cheyenne wants to be part of a family, not just for what she gets, but also for what she wants to give. Cheyenne understands that when we elevate others, we elevate ourselves. She wants to be part of the guiding light for younger siblings and help them grow. She wants to be there for her future parent(s), as they would be there for her. Even Cheyenne's motivation to become a police officer is to help others. We can all learn from her that the most precious gift we could give is the gift of our time and attention.

When questioned about the importance of adoption for older children, it still isn't about just her, but how all children who may not have had a perfect childhood should have another chance. Cheyenne dreams of going to church, taking a vacation, or adopting a dog with a family-her family. Yes, she has had trauma in her life, but because of that, she has a sense of humility and compassion. This young lady takes your breath away. Want to see something magical? Make her smile by changing her world.

— PHOTOGRAPHED BY CHRISTOPHER SCHNEIDER

Jonathan

Do you have your running shoes on? Hurry up because Jonathan isn't the type of boy who follows a path. Rather, he is the type who blazes a trail! The adventurous side of this guy's guy shines brightly even on the cloudiest of days especially when he has the chance to go camping. Are you worried about black bears? Snakes? Thunderstorms? No problem! Some things you take in stride. That's just Jonathan.

This 13 year old loves sports especially shooting a swish on the basketball court or working on his victory dance after scoring a touchdown. Jonathan, however, can do more than just build a lead on the court or football field. Cheer him on as he builds houses, race cars, even dinosaurs out of Legos and Lincoln Logs! What's his next project? This one he can't do alone. He needs you. He is looking for the chance to build a family.

— PHOTOGRAPHED BY SUE O'CALLAGHAN



Dominique

Meet Dominique, a 16 year old who is in a league of his own! This athletic teen is going places-fast! Pick a sport, any sport, and if it includes running, count him in. Dominique does many things well but four things top the list: sports, math, sleeping (most likely dreaming more about sports) and eating! In addition, by being smart, hardworking, polite and kind, he has most of his bases covered.

Although Dominique has been thrown plenty of curve balls in his young life, he is not down for the count. He just wants a fair chance to have a childhood like other children. His "Field of Dreams" includes Christmas celebrations, Halloween parties, and summer trips. It includes parents, brothers and sisters cheering him on at his games or asking him to help them with their math homework. Dominique has a game plan for his life, but this will take a team effort. Dominique wants to score a family. Are you ready to step up to the plate?

— PHOTOGRAPHED BY COLIN MCCONNELL



Sativa-“Nali”

Meet Sativa, a teenager unique in so many ways (for example just call her Nali) who sees life as a smorgasbord of interests.

First on the menu, we see this emerging chef exploring the world through her cooking skills. Just like the finest of cuisine, Nali can be sweet, spicy or even a bit salty! Using her creative imagination, Nali travels to the orient to enjoy her favorite plate of sushi, explores the Italian countryside with her other preferred dishes, eggplant parmesan or fettuccini alfredo, or stays more local traveling the South dining on fried green tomatoes.

Nali's refinement shines through a culinary palette certainly, but there is so much more to this complex teenager. The call of the wild is heard by Nali to adventure into the great outdoors to either go fishing or hunting, finding those beautiful Michigan days to go swimming or playing golf, or running through a field on horseback.

As for school, Nali appreciates the challenge of Science and Math so much that becoming a biomedical engineer is on the to-do list when the time comes to choose a career path. In those moments that don't require her intellect, passion for the outdoors or cooking skills, Nali nurtures the fertile nature in her mind simply playing that creative game, Quelf, expanding her vocabulary with a challenging game of Scrabble, or simply listening to music.

Imagine YOU saw Nali's life as a Scrabble game, what letter is missing from these words?

_NIQUE _PBEAT _NDERSTANDING _MFORGETTABLE _NCONDITIONAL LOVE

— PHOTOGRAPHED BY JEFF CANCELOSI



Shantoria

“Be the change you wish to see in the world,” said Mahatma Gandhi. Curious what that looks like? Meet Shantoria—someone who embodies that at the youthful age of 14. This creative and bubbly teen dreams of being a princess or a ninja, but mostly to be a singer when she grows up so she “...can change the world.” While confidently understanding her talents are many, Shantoria still embraces her youth through dance parties, dressing up, or watching anime.

If you are thinking to yourself, “What a beautiful soul,” you’re right! Her destiny is greater than her expansive imagination. All she is looking for is a family to share her life with, to be there in good times and bad, to know she is loved unconditionally. Shantoria is ready to start a new chapter and YOU can help her say goodbye to the challenges she has faced up to this point and help create a future full of possibilities!

— PHOTOGRAPHED BY ROBERT DEMPSTER

Aliyah

What do dogs, the ocean, and travel all have in common? Aliyah! This 14 year old with a positive attitude has a special attraction to dogs. So much so, that someday she wants to be a professional dog trainer. Perhaps it’s because dogs don’t judge others by external things, but by who they are on the inside. They are loyal, faithful, and are never critical. Hmm. That sounds a lot like Aliyah.

Then we have her fascination with the ocean, where it can be calm and serene or rough and chaotic, but in the end it’s always beautiful. Aliyah wants to be a marine biologist to explore all below the surface that calls the ocean home. Perhaps, it’s because it’s a place of unimaginable beauty, mystery, and freedom. Hmm. That sounds like Aliyah too.

She has her dreams just like other children have theirs. Just like you have yours. To have the opportunity to see the world with a forever family, either down the block or across the country, is the hope this teen holds in her heart. She may be a single drop in an ocean of humanity, but she knows there is a special family out there looking to find her. Maybe she just did.

— PHOTOGRAPHED BY PATRICK GLORIA





Dayjah

To be part of and experience the love of a family is life's greatest blessing. Imagine for a moment the peace brought into a child's heart knowing they will love and be loved for the rest of their life. At 15, Dayjah wants that too. She knows being a part of a family, perhaps yours, means she will be part of something wonderful.

Being a member of a family that accepts her as their own, to continue to see her brothers and sisters on a regular basis, and to have the chance to go to college and possibly become a pediatrician to help other kids, are her life's dreams. These are all within reach for her, and you can be part of this journey.

Dayjah lives her life full of joy. She's funny, loves to show her creative side with art and dance, studies hard, and enjoys reading. Still she hopes to share those moments of simply sitting on a couch watching a movie, sharing a meal, and hearing her family cheering her name at her basketball games! Dayjah understands that "family" isn't defined by blood: rather, it's defined by commitment and love.

— PHOTOGRAPHED BY LISA SPINDLER

Zhaquandria "Z"

How do you spell "family?" HINT: It starts with YOU and ends with Z-Zhaquandria to be exact. Be ready to raise your game though because she is one cool 15-year-old. Sure she loves to do typical teenager stuff like go to the movies, chill with friends and go to the mall. Certainly she loves all the major food groups that include pizza, grilled cheese sandwiches, candy and coffee.

What makes "Z" cool is not what she does but how she does it. For her being cool means having the confidence to be herself. Z knows how bright, kind and helpful she is and wants to share her gifts with a family. It means she can express herself creatively by doing her nails differently every week, singing in the choir, or comfortably explore quieter times with a good book. It means striving in school to go to college to live to her potential. Are you looking for a way to make a difference in a child's life? Start with Plan Z. That's cool.

— PHOTOGRAPHED BY CATHERINE SAREINI



Donald & Dylan

The “D” is where it’s at! Am I talking about Detroit? Not this time. The “D” is for the dynamic duo, Donald and Dylan!

These two 14-year-old twin brothers bring double the joy. Looking on as these built-in best friends delight in the simple bliss of sharing time with one another reminds us of the basic need for genuine unconditional love.

Donald, who dreams of being a super hero, fills the role admirably as he watches over his special brother. When he is not spending time with his passion for video games and wrestling, this reserved (some might say shy) defender for truth, justice and the American way can be found driving in for a lay-up, or running the bases.

Dylan, the embodiment of quiet reflection yet abundant energy, finds a grounded comfort that he displays through his creative side. In spite of the challenges life has gifted Dylan, he displays an inspirational spirit revealed to all lucky enough to know him.

These two fine boys, blessed to have a head start by having each other to call family, are looking for more. They are looking for you. After all, even super heroes need families too!

— PHOTOGRAPHED BY JOCELYN MUJIRHEAD





Where there is kindness, there is goodness. Goodness looks like Walter. This typical easy-going 15-year old teen is extraordinary. He loves all sports, adores his little sisters, and can't wait for holidays! Christmas is awesome, Halloween is a blast especially going to different haunted houses, and St. Patrick's Day is special because you might be lucky enough to find that pot 'o gold!

Maybe at the end of that rainbow is more than a pot of gold. Maybe it leads to the riches Walter truly dreams of-someone to call "Mom" to kiss him goodnight, "Dad" to throw a ball around, a little sister or brother to teach how to ride a bike, a dog to take on walks.

Walter is indeed typical-and extraordinary. Mister Rogers said, "Anyone who does anything to help a child is a hero to me." Right now you have the power to say, "I can change the course of Walter's life." Right now you can become Walter's hero.

— PHOTOGRAPHED BY FELICIA TOLBERT



Bob Marley said, "Love the life you live. Live the life you love." As soon as you meet Miyonah, 16, you will know she lives by this. Her expressive eyes and genuine smile reveal a beautiful energy. When talking about swimming, her soul lights up and will boldly share that she could be a professional swimmer. For Miyonah, home is not just where the heart is, but also where the pool is! This confidence comes from being polished by life's experiences and not diminished by them. She recognizes she is strong, beautiful, and most importantly, she is enough.

In addition to her passion for water, this enthusiastic girl has a great love for animals. Dogs, horses, rabbits and snakes have run, galloped, hopped and slithered their way into her heart to the point where she is seriously considering becoming a veterinarian. Still, there are some things she missed out on when younger like going to Disneyworld and meeting Cinderella. She would still love to check them off the list even while looking to the future.

Miyonah couldn't control where she came from, but can control where she's going. It's simply more special to look forward to life's experiences knowing you are part of something bigger. "I really just want a family to love me and to make me feel like I belong," she says. Imagine waking up every morning knowing one day something wonderful will happen and discover she is part of a family. For Miyonah, she hopes today is that day.

— PHOTOGRAPHED BY LAURIE TENNENT

Michigan Adoption Resource Exchange

Adoption Navigator program is offered through Michigan Adoption Resource Exchange at www.mare.org. Adoption Navigators are experienced adoptive parents who offer guidance and personal knowledge to potential adoptive families. The Adoption Navigators have many years of parenting experience, adopted a number of children, and have knowledge of foster care, infant and older, and domestic and international adoption procedures.

Families who contact MARE for initial adoption information will be given the option to work with an Adoption Navigator to help guide you through the process. This is a free and voluntary service.

Michigan Adoption Resource Exchange | 800-586-6273 | www.mare.org

How to navigate www.mare.org website:

- The Advanced Search button on the View Waiting Children link lets you sort your search by gender, age, race and impairment levels.
- Under the Find a Licensed Agency link, you can look for resources for foster care, special needs adoptions, infant and international adoptions.
- On the Events Calendar, you can find training sessions held across Michigan, including orientations and adoptive parent support group meetings.



Adverse Childhood Experiences (ACEs)

Childhood experiences, both positive and negative, have tremendous influence on lifelong health and opportunity. Early experiences are an important public health issue. *This foundational research is referred to as Adverse Childhood Experiences (ACEs).*

Learn about preventing ACEs, their effects on our community, and help guide the conversation in how local efforts can build a resilient Michigan. The good news is resilience can bring back health and hope!

- Michigan ACE Initiative on Facebook @MichiganACE
- Michigan Association of Health Plans <http://MAHP.org>
- Aces Connection www.acesconnection.com

Michigan post secondary schools that offer assistance to students who were in foster care and can help guide those affected by ACEs on the path to resiliency.

ASSISTANCE MAY INCLUDE

Tuition | Campus Support | Campus Housing | 24-hour Campus Coach | Meal Plan

MID-MICHIGAN

- Lansing Community College, Lansing
Fostering Stars
- Michigan State University, East Lansing
FAME

WEST MICHIGAN

- Aquinas College, Grand Rapids
Fostering Success Scholarship
- Ferris University, Big Rapids
Ferris Youth Initiative (FYI)
- Grand Valley State University,
Grand Rapids
Fostering Lake Success
- Kalamazoo Valley Community
College, Kalamazoo
Campus Support
- Western Michigan University, Kalamazoo
Sietta Scholars Program

NORTHWEST MICHIGAN

- Northwestern Michigan College,
Traverse City
yourNMC

SOUTHWEST MICHIGAN

- Lake Michigan College, Benton Harbor
Start to Finish

SOUTHEAST MICHIGAN

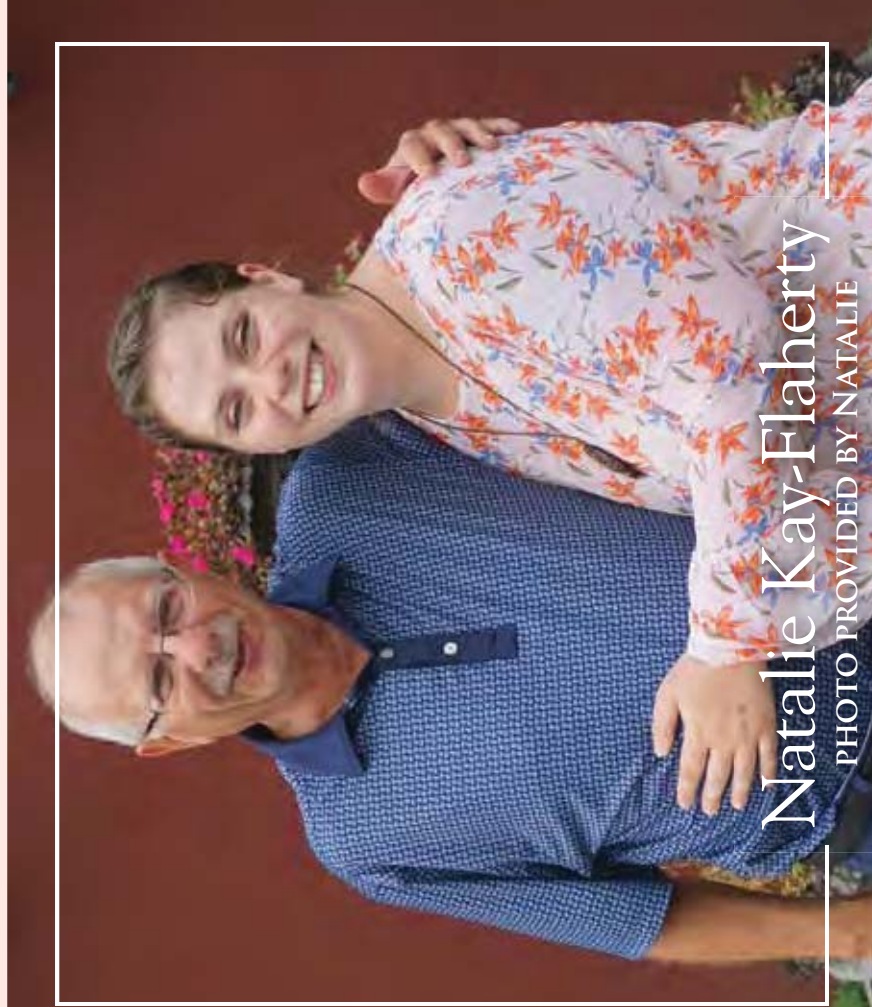
- Eastern Michigan University, Livonia
MAGIC
- University of Michigan, Ann Arbor
Blawin Scholars
- Washtenaw Community College
District, Ann Arbor
*Scholars Motivated to Advocate
& Realize their Talents (SMART)*
- Wayne County Community College
District SMART Program
- Wayne State University, Detroit
*Champions Aspiring to Make
Pathways to Success (CHAMPS)*

THE THUMB

- Saginaw Valley State University
& Delta College, Saginaw
F.A.S.T.
- University of Michigan-Flint
MPowering My Success

Success Story

The trauma of losing three grandparents combined with the separation from my family left me devastated, scared and alone as I entered the foster care system. I spent two years in foster care before giving consent to be adopted. I met my adoptive family, and soon enough at the age of 15, I truly was a part of the family. One thing that this included was grandparents. This is my grandpa Rick. He has become one of my greatest supports in life. He teaches me life lessons, lends an ear, and supports my education not just emotionally, but financially too. I received many scholarships and grants due to high academic marks as well as my foster care status, but it was my grandpa who guaranteed that I graduated with my bachelor's degree without debt. I believe a lot of kids in foster care could thrive and reach their potential if they had the support of a stable caring adult. I often find myself in awe by how God blessed me with not only a loving family, but more grandparents who would do everything they could to ensure I would be successful, there really are not words."



Natalie Kay-Flaherty
PHOTO PROVIDED BY NATALIE

Thank you

We thank these award-winning photographers, they continue to change lives. Each child is partnered with a photographer and featured for a year in a monthly traveling exhibit. These photographers have shared their time, talent and passion in hopes of capturing a special smile, incredible spirit, the love between siblings, or the look of hope in a child's eyes.

JENNY RISHER
Birmingham
Jenny Risher Photography
www.jennyrisher.com

PATRICK GLORIA
Clinton Township
Glorious Photography LLC
gloriousphoto@comcast.net

CHRISTOPHER SCHNEIDER
Hamtramck
www.schneida.com

LISA SPINDLER
Detroit
www.spindlerproject.com

SUE O'CALLAGHAN
Beverly Hills
suegoblu@aol.com

CATHERINE SAREINI
Dearborn
www.sareiniphotography.com
Instagram @hajikitty

COLIN McCONNELL
Detroit
www.detroitrespect.com

JOCELYN MUIRHEAD
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Jocelyn M. Artistic Photography Inc.
www.jocelynm.com

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FELICIA TOLBERT
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www.starpointphotography.com

ROBERT DEMPSTER
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www.studioD661.com
Designsbypdempster@gmail.com

LAURIE TENNENT
Birmingham
www.laurietennentstudio.com

Who can adopt?

- Must be 18 years of age - married or single.
- Must have sufficient income- you can own or rent your home.
- Must provide a child with love and stability.
- You do not have to have children of your own.
- Must participate in an orientation and training to begin the adoption process.

What kind of income must an adoptive parent have?

- Sufficient income to meet a child's needs.
- Most adoptive parents receive financial assistance eligibility is determined by the MDHHS Adoption & Guardianship Assistance Office.
- In many cases, children are eligible for continued Medicaid after adoption.

What is a Home Study?

- Knowledge, preparation, and communication are the keys to successfully completing a home study.
- A home study is conducted after you complete an orientation class and an application to adopt or foster.
- In addition, there are screening references, training requirements, and criminal history/background checks.

How long will the adoption process take?

- When you contact an agency, you will be assigned an adoption worker who will work with you through the home study process and adoption.
- Once you start the home study, it may take four to six months to complete.
- The length of time to be matched with a child may depend on the age of a child you are willing to consider.
- The greatest need is for families for older children and sibling groups.

Is there a fee involved?

- Minimal fees are associated with adoption through foster care.
- Costs may include court filing fees, medical and legal documentation necessary to complete the adoption.

Where does the Art&Soul Dreams exhibit travel?

Art Galleries | Hospitals | Libraries | Museums | Places of Worship
Restaurants | Retail Establishments | Salons | Schools | Special Events

Interested venues please call to schedule an exhibit: 248-227-4643

How You Can Help

Become a Foster Parent

- A foster parent provides a temporary loving home for a child(ren) in foster care. The foster child(ren) may eventually be reunited with their birth parents or be placed with a family who will adopt them.
- Many adoptions through foster care are by foster parents.

Become a Mentor

- Mentors are caring, stable adults to children who otherwise might not have one in their lives. They are a friend, advocate and supporter who will listen, care and help.
- Mentors and their mentees meet monthly which helps build and strengthen a strong and meaningful relationship.
- Mentors receive training and support along the way.

Ideas to Contribute in Other Ways

- Donate a service or resource.
- Do you own a salon and could help make a child feel special with a new haircut or manicure?
- Teach an art project, give music lessons, teach computer skills or tutor a child in math or reading.
- Become a volunteer at an agency that serves children.

Join the Art&Soul Dreams Movement

- Follow us on Social Media   
- Share the Booklet
- Host an Exhibit
- Volunteer
- Mentor
- Foster
- Adopt

EVERY CHILD IS A WORK OF ART™
ART&SOUL
DREAMS



Melissa T. Parks
Executive Director and Founder

Art&Soul Dreams harnesses the power of art and social awareness to generate mindfulness, stimulate dialogue, change perception, and encourage positive change around the conversation of children in foster care.

Art&Soul Dreams is motivated to help educate, inspire individuals and communities into the conversation we call “Forever Families.”

We accomplish this via art and activism. As this local exhibit travels for the next year, we ask you to help locate exhibit venues, adopt or foster a child, become a mentor, make a donation, or just help spread the word and share the stories of these courageous children.”

The success of this mission is based on you, our neighbors, friends, known and unknown.



On behalf of *Art&Soul Dreams* and the children in foster care, and most importantly the children and families that our local agencies serve, we would like to extend our deepest gratitude to you for your belief in our work and your ongoing support. Every child deserves the love of a family.

Thank you for opening your heart and soul.

THANK YOU

to Our Sponsors



EVERY CHILD IS A WORK OF ART™
ART&SOUL
DREAMS

P.O. Box 250311
Franklin Michigan 48025-0311

www.artandsouldreams.org



You are invited

ART&SOUL

DREAMS



GALLERY TALK

Presented by Melissa Parks, Founder and Executive Director

Saturday, February 24, 2018 beginning at 2pm



Ella Sharp Museum, 3225 Fourth Street, Jackson, MI 49203
Light refreshments and music

Art&Soul Dreams harnesses the power of art to transform the paradigm of how we see foster care children in need of immediate and permanent adoption in order to benefit humanity and future generations of families.

SPONSORED BY



FEATURED CHILDREN:

Dakota “Cody”, Andrew, Destiny, Jason, Logan, Mariah, Darnell, Kaylen, Mikayla, Johslin, David, Honesty, Micah, Nathan, Sally, Raslamp, Chris, Shania, Joshua

AWARD WINNING PHOTOGRAPHERS:

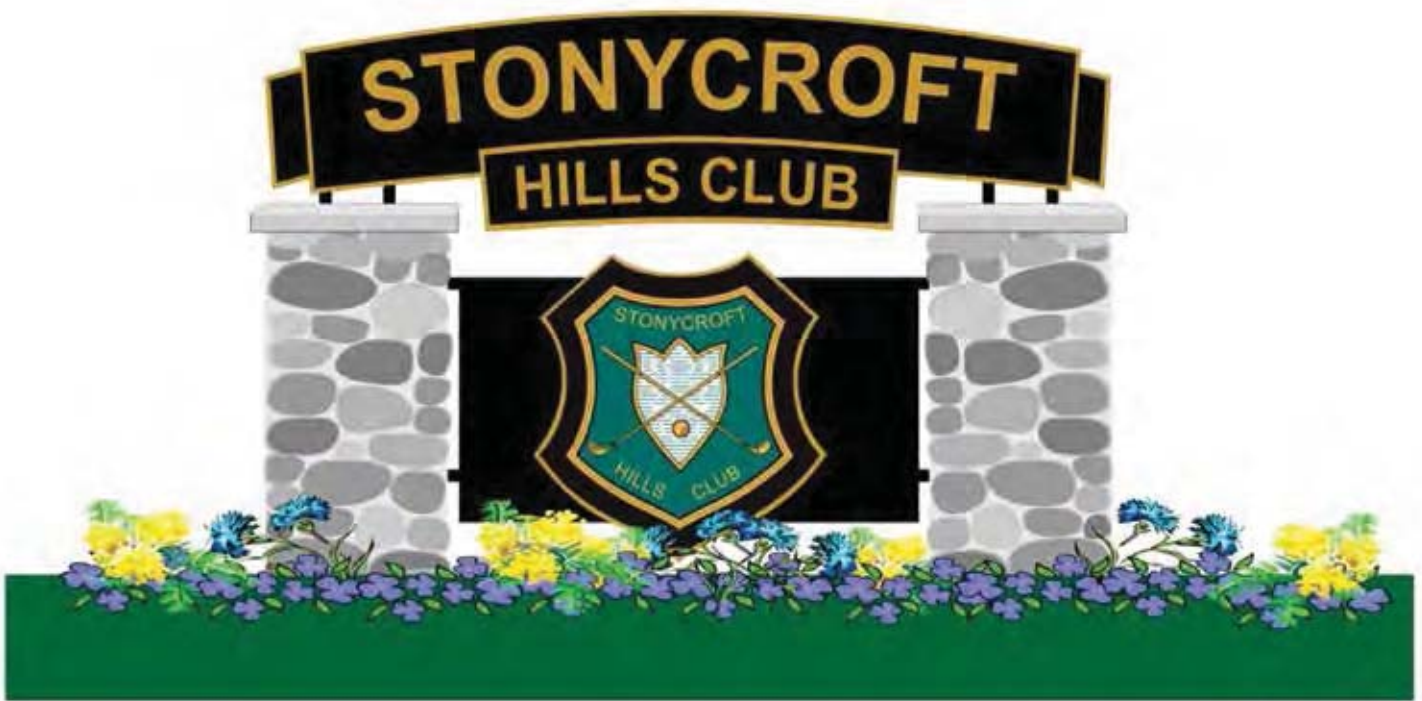
Scott Sprague, Heather Saunders, Marla Michele Must, Tony Bennett, Alex Alexander, Marta Xochilt Perez, Ralph Jones, Brian Day, Carrie Hall, Joshua Carroll, Marisol Dorantes-Silva, William E. Dwyer, Janna Coumoundouros, Nick Hagen, Father Bob McCabe, Boswell Hardwick, Joe Vaughn, Elayne Gross

Art&Soul Dreams is a Portrait Exhibit Partnering with
Orchards Children’s Services and Judson Center – Children waiting for adoption



JB MARKETING





P.O. BOX 831 - Bloomfield Hills, MI 48304
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scale: 3/4" = 1'-0"

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INNOVATION

CONTEMPORARY STONE & TILE
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2019 INTEGRATED MEDIA PLANNER



WELCOME TO CONTEMPORARY STONE & TILE DESIGN

AUDIENCE PROFILE

Contemporary Stone & Tile Design helps you target the **DECISION MAKERS** of Stone & Tile Products!



Reaching the A&D Community

Our vision at Contemporary Stone & Tile Design is to help architects and interior designers make better specifying decisions.

We accomplish this by hosting, cultivating and leading this thriving community of professionals who care passionately about specifying and designing with stone and tile products for both residential and commercial applications. CSTD brings together a community of A&D professionals to inspire and drive their quest for product and installation excellence. Our expert blend of stone and tile content diligently explores trends, issues, products, technology and best practices that enable decision makers to succeed in today's hyper-competitive global economy. Our penetration and reach to these buying influences with targeted relevant content is unmatched. And CSTD has evolved to meet the needs and preferences of our readers who consume our information in print, digital, social and/or mobile formats. Thank you for your continued support. We look forward to helping you grow your business in 2019 and beyond.

David
DAVID A. MADONIA
 Group Publisher



JENNIFER RICHINELLI
 Group Editorial Director

As Group Editorial Director of Contemporary Stone & Tile Design, Stone World and TILE Magazine, Jennifer Richinelli has been covering the stone and tile industries since she launched her career at BNP Media in 1996. Throughout her tenure, she has visited and reported on numerous national and international quarries, stone fabrication shops, trade shows and events. She has also collaborated with members of the ASD community, including many renowned architects, on articles about designing with stone and tile.



JASON KAMERY
 Editor

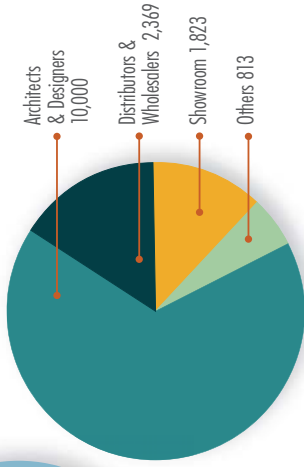
Jason Kamery joined Contemporary Stone & Tile Design as its Editor in June 2014. He is also currently the Managing Editor of Stone World magazine. Prior to joining BNP Media, he was the Assistant Editor for Pet Age magazine and a sports reporter for The Express-Times and The Exponent newspapers. Jason graduated from Purdue University with a B.A. in mass communication.



HEATHER FIORE
 Associate Editor

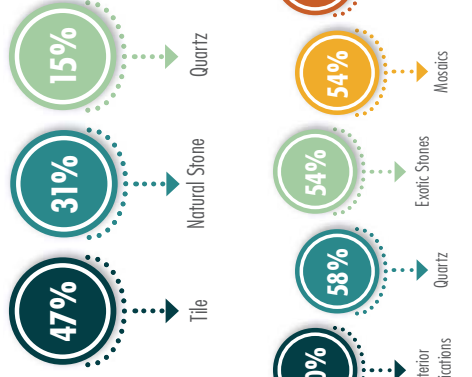
For the last five years, Heather Fiore has served as the Associate Editor of Contemporary Stone & Tile Design and Stone World. She is also the Editor-in-Chief of TILE Magazine. Before she began working at BNP Media in these capacities, Heather was an Associate Editor for The Sun newspapers in Central New Jersey. She has a bachelor's degree in journalism from Rider University.

TOTAL
 MAGAZINE
 CIRCULATION
15,005*



Our Readers Value Our EDITORIAL AND ADVERTISING CONTENT**	
84%	have accessed our magazine
84%	find the editorial on new products & technology helpful
75%	perceive the ads in the magazine as useful
70%	rely on the ads for info on new products & services

Materials Used in Projects in the Past Two Years**



Useful Editorial Content***



2019 EDITORIAL CALENDAR & PRINT RATES

	WINTER	SPRING	SUMMER	FALL
EDITORIAL	<ul style="list-style-type: none"> Kitchen & Bath Hospitality Design 	<ul style="list-style-type: none"> Commercial Design Stone & Tile Design Trends 	<ul style="list-style-type: none"> Building Stone/Landscape Architecture Quartz Surfacing 	<ul style="list-style-type: none"> Residential Design Decorative/Glass Tile
BONUS DISTRIBUTION & SHOW COVERAGE	<ul style="list-style-type: none"> ITSE Jan 23-25, 2019 Las Vegas, NV Covisima Jan 28-Feb 1, 2019 Valencia, Spain 	<ul style="list-style-type: none"> Coverings April 9-12, 2019 Orlando, FL NEW! AEC BuildTech Conference & Expo Apr 30- May 2 Rosemont, IL HD Expo May 15-17, 2019 Las Vegas, NV ALA National Convention Jun 6-8, 2019 Las Vegas, NV Neoon Jun 10-12, 2019 Chicago, IL 	<p>AD BONUS: BUY ONE, GET ONE! Advertise with a full-page ad in the Summer issue and receive a FREE full-page Spec Sheet. Specifiers will tear out the Spec Sheets of their choice and save them for future reference throughout the year.</p>	<ul style="list-style-type: none"> Cersaie Bologna, Italy Marmomac Verona, Italy ABX 2019 Boston, MA
AD CLOSE	December 5, 2018	February 27, 2019	May 20, 2019	August 12, 2019
MATERIAL DEADLINE	December 12, 2018	March 6, 2019	May 28, 2019	August 19, 2019

Visit us online for complete print ad specifications: www.cstdmag.com

Magazine Trim Size 8" x 10.75" (203mm x 273mm). Please keep all live matter .25" (6.35mm) from the trim.

FULL LIVE AREA: 7.5" x 10.25" (190mm x 260mm) TRIM SIZE: 8" x 10.75" (203mm x 273mm) BLEED: Extend .125" (3.175mm) on all four sides	1/3 V 4.5" x 4.875" (114mm x 124mm)	1/2 V 3.375" x 10" (86mm x 254mm)	1/4 V 3.375" x 4.875" (86mm x 124mm)
	1/3 H 7" x 4.875" (178mm x 124mm)	1/2 H 4.5" x 7.5" (114mm x 190mm)	1/4 H 4.5" x 7.5" (114mm x 190mm)

4-COLOR DISPLAY ADS (Gross Rates)

	1X	2-3X	4X
FULL PAGE	\$6,390	\$5,410	\$4,930
2/3 PAGE	\$5,600	\$4,690	\$4,500
1/2 PAGE	\$4,440	\$3,840	\$3,680
1/3 PAGE	\$3,700	\$3,400	\$3,250

AGENCY COMMISSION — Agencies can deduct 15% commission from the gross prices.

DIGITAL MEDIA SOLUTIONS

MAKE A GOOD IMPRESSION

Make a lasting impression with these website viewers through our online advertising options.

HOMEPAGE AD INVENTORY

- PUSHDOWN:**
DESKTOP (D) 970 x 90, expands to 970 x 415
TABLET (T) 728 x 90 (optional expansion 728 x 315)
MOBILE (M) 320 x 50 (optional expansion 320 x 415)
Any size up to 1920 x 1080
- SUPPLIED VIDEO:** Top of 3rd Column (ROS)
- HALF-PAGE AD:** (ROS)
D: 300 x 600 | **T:** 300 x 600 | **M:** 300 x 250
- MOBILE BANNER:** Homepage only ad placed in the feature column.
D: 320 x 50 | **T:** 320 x 50 | **M:** 320 x 50
- MEDIUM RECTANGLE:** (ROS)
D: 300 x 250 | **T:** 300 x 250 | **M:** 300 x 250
- RECTANGLE:**
D: 180 x 150 | **T:** 180 x 150 | **M:** 180 x 150 INTERSTITIAL



DIGITAL EDITION SPONSORSHIP

Contemporary Stone & Tile Design's digital edition combines the look of a print edition with the interactivity of the web. Sponsor one or all four digital editions in 2019.



OPPORTUNITIES AVAILABLE INCLUDE:

- Video
- Interstitial Pages
- Margin Ads
- Issue Sponsorships
- Ad Opposite Cover
- Inserts

WEBINARS

Are you looking for new business contacts or trying to stay in touch with current ones? Is there a hot new industry trend, a how-to tutorial, or a new product launch you could discuss? Either way, webinars is the answer. Give attendees the information they need and you collect valuable leads. **Plan for a webinar today!** You pick the topic and we will produce and promote your webinar to our audience.

INTERSTITIAL/POP UP ADS

The interstitial/floating ad floats over the content on the home page for 15 seconds. Visitors to the home page will see your ad before they see anything else. Pages slide up in front of the reader, requiring the reader to click through in order to access content.

- Fits to screen for better viewability
- Interstitial ad appears before home page loads



DIGITAL MEDIA SOLUTIONS

STONE & TILE DESIGN INSIDER eNEWSLETTER

AD TYPE	AD SIZE
LEADERBOARD AD	728 x 90 PIXELS
MEDIUM RECTANGLE	300 x 250 PIXELS
BANNER	468 x 60 PIXELS
RECTANGLE AD	180 x 150 PIXELS
TEXT ADS	50 words or less Image: 230 x 141 PIXELS
VIDEO AD SCREENSHOT	350 x 196 PIXELS

REQUIREMENTS - file size 40K or less - 266 colors or less - .jpg or .gif

Average delivered: 9,294* | Avg. Open Rate: 18.79%*
Avg. Click-Through Rate: 2.32%*



SNEAK PEEK eBLAST

Each month the audience of *Contemporary Stone & Tile Design* is sent a "Sneak Peek" eblast notification of upcoming stories in the next print issue of CSTD. Your company can be the exclusive sponsor of any editorial opportunity that appears on our editorial calendar!

THE VALUE:

- Engage readers before a story breaks
- Be the voice of the industry
- Receive leads from all prospects who click on your listing

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*Contemporary Stone & Tile Design // MEDIA PLANNER 2019

*Publisher's Own Data, Spring 2018

DIGITAL MEDIA SOLUTIONS

eBLAST MARKETING OPPORTUNITIES

INTERACTIVE DIGITAL DEPLOYMENTS

Unlike traditional press releases, Interactive Digital Deployments are unique and interactive. They fuse the creative and storytelling aspects of advertising with comprehensive product information and content.

CHOOSE FROM THE FOLLOWING INTERACTIVE DIGITAL DEPLOYMENTS:

- Interactive Product Spotlight
- Conversion Infographic • Editorial Infographic



CUSTOM eNEWS

Market the proprietary editorial content on your site to industry professionals in a highly engaging way.



- Co-branded with BNP Media's brands
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NEW! FOLLOW US ON FACEBOOK!

Contemporary Stone & Tile Design now has its own Facebook page!

Now you can:

- Comment and share your thoughts with us while following along to our recent news coverage
- Interact with us during exclusive live video that will take you behind the scenes at industry events and in front of industry professionals
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- Propose ideas for the publication
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**ATTACHMENT B - BIDDER'S AGREEMENT
FOR LOGO BRANDING SERVICES**

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.

ROBERT DEMPSTER

9-12-2018

PREPARED BY
(Print Name)

DATE

PRESIDENT

9/12/2018

TITLE

DATE



DESIGNSBYDEMPSTER@GMAIL.COM

AUTHORIZED SIGNATURE

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ADDRESS

PHONE

248-398-9999

NAME OF PARENT COMPANY

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**ATTACHMENT C - COST PROPOSAL
FOR LOGO BRANDING SERVICES**

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

TOTAL AMOUNT	\$ 25,000
Additional Meeting Charge	\$ 750 per meeting
Additional Services Recommended (if any):	\$ 250 / hour
	\$ 250 / hour
	\$ 250 / hour
	\$ 250 / hour
	\$ 250 / hour
	\$ 250 / hour
	\$ 250 / hour

Firm Name DEMPSTER DESIGNS

Authorized signature  Date 9/12/2018

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR LOGO BRANDING SERVICES**

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

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

ROBERT DEMPSTER 9/12/2018

**PREPARED BY
(Print Name)**

DATE

PRESIDENT

9/12/2018

TITLE

DATE



DESIGNSBYDEMPSTER@GMAIL

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

DEMPSTER
DESIGNS

.COM

COMPANY

661 S. ETON

BIRMINGHAM, MI. 48009

ADDRESS

PHONE

248.348.9999

NAME OF PARENT COMPANY

PHONE

ADDRESS

B-38-3470232

TAXPAYER I.D.#



MEMORANDUM

Office of the City Manager

DATE: November 30, 2018
TO: City Commission
FROM: Joseph A. Valentine, City Manager
SUBJECT: Request for Closed Session
Attorney-Client Privilege

It is requested that the city commission meet in closed session pursuant to Section 8(h) of the Open Meetings Act to discuss an attorney/client privilege communication.

SUGGESTED RESOLUTION:

To meet in closed session to discuss an attorney/client privilege communication in accordance with Section 8(h) of the Open Meetings Act.

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)



**NOTICE OF INTENTION TO APPOINT
STORM WATER UTILITY APPEALS BOARD**

At the regular meeting of Monday, January 14, 2019, the Birmingham City Commission intends to appoint 2 alternate board members to serve three-year terms to expire January 31, 2022. Members and alternates shall serve at the will of the commission. Members and alternates shall hold office until their successors are appointed. The City Commission shall fill a vacancy by an appointment only.

2 of the 3 regular members appointed shall be licensed professional engineers not employed by the local unit of government. 1 of the 2 alternate members shall also be a licensed professional engineer not employed by the city. The board members shall serve without compensation. Members are not required to be city residents.

The Appeals Board shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to the Storm Water Utility ordinance (Section 114-402(c)). The board members shall schedule periodic meetings for appeals as needed.

Interested citizens may submit a form available from the City Clerk's office on or before noon on Wednesday, January 9, 2019. 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.

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.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
At least one of the alternate members shall be a licensed professional engineer not employed by the local unit of government, and have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the board members.	1/9/19	1/14/19



**NOTICE OF INTENTION TO APPOINT TO
PUBLIC ARTS BOARD**

At the regular meeting of Monday, January 14, 2019 the Birmingham City Commission intends to appoint one alternate member and three regular members to the Public Arts Board to serve three-year terms to expire January 28, 2022.

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 9, 2019. 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.

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.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
<p>Members shall, in so far as possible, 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.</p> <p>At least four members of the Board shall be residents of the City of Birmingham.</p>	1/9/19	1/14/19



November 16, 2018

Ms. Cherilynn Brown, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

Re: Xfinity TV Channel Updates

Dear Ms. Brown:

We are committed to keeping you and our customers informed with Xfinity TV changes and enhancements. Below we share details regarding new programming that we are launching, the likely drop of Fuse from our line-up, and a general reminder about expiring programming contracts.

New Xfinity TV Channels

For our Digital Preferred customers, in December we will begin offering AFRO. AFRO, a channel from Afrotainment, is a 24-hour polycultural black network mainly broadcasting top-rated Nollywood and black movies, dramas, sitcoms, music, talk, and late night comedy shows. In January, we are launching CLEO TV as part of our Digital Preferred package. CLEO is a new channel from TV One and provides viewers with 24-hour lifestyle and entertainment programming, targeting Millennial and Gen X women of color.

Also starting in December, we are launching i24NEWS for our Digital Preferred customers with our X1 set-top boxes. i24NEWS is an Israeli international 24-hour news and current affairs television channel, which broadcasts in French, English, and Arabic.

We are also going to launch Newsmax TV starting in mid-December, which will be available on both our Digital Starter and Instant TV Sports & News genre pack. Newsmax TV is an American-based news and opinion network, currently reaching over 50 million homes.

Loss of Fuse Anticipated Effective January 1, 2019

We also wanted to remind you that Comcast's programming agreement with Fuse expires on December 31, 2018, and we will no longer be able to distribute Fuse's programming starting on January 1, 2019. We are communicating this likely change to our customers through a bill message.

General Reminder About Programming Contract Expirations

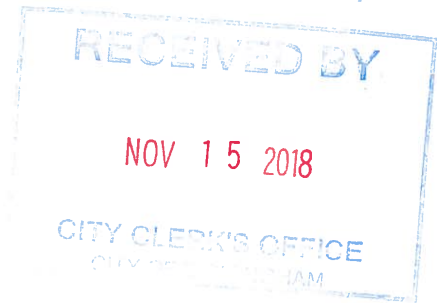
We regularly inform our customers in their bills and annual notices that we maintain an updated website (<https://my.xfinity.com/contractrenewals/>) and toll free number ((866) 216-8634) to reflect the programming contracts that are set to expire in the coming months and the channels we might lose the rights to continue carrying.

We are excited about the additions to our robust entertainment offerings and for the opportunity to continue enhancing our Xfinity TV product. Please feel free to contact me at 734-254-1557 if you have any questions or issues.

Sincerely,

Kyle V. Mazurek
Manager of External Affairs

INFORMATION ONLY



November 12, 2018

Ms. Cherilynn Brown, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

RE: Important Information—Price Changes

Dear Ms. Brown:

All of us at Comcast are committed to delivering the entertainment and services our customers in Birmingham rely on today, and the new experiences they will love in the future. As we continue to invest in our network, products and services, the cost of doing business rises. One of our largest costs, and one that continues to increase, is the fees we pay to programmers so that we can continue to offer the best in entertainment, news and sports. As a result, starting January 1, 2019, prices for certain services and fees will be increasing, including the Broadcast TV Fee and Regional Sports Fee. Please see the enclosed price list for more information.

Also, effective on January 1, 2019, Fuse will no longer be available on the channel line-up.

While some prices may increase, we continue to invest in technology to drive innovation. We are working hard to bring our customers great value every day and exciting new developments in the near future, including:

- Talk to the X1 Voice Remote to navigate content
- We offer the first talking TV guide for those with visual disabilities
- Netflix, YouTube, Pandora, and Sling TV and more apps are available on X1
- We continue to make customer interactions simpler with more all-digital tools as an alternative to visiting a store or calling.
- Speed upgrades allowing us to offer the fastest Internet speeds to the most homes in the country
- Control of home WiFi from anywhere, on any device, with xFi
- 19 million Xfinity WiFi hotspots available nationwide

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 734-254-1557.

Sincerely,

Kyle V. Mazurek
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

Enclosure

INFORMATION ONLY

Important Information Regarding Your Xfinity Services and Pricing

Effective January 1, 2019

Double Play Packages	Current	New
Internet Plus	\$79.95	\$82.95
Internet Plus Instant TV	\$79.95	\$82.95
Blast Plus	\$99.95	\$102.95

Xfinity Latino Double Play Packages	Current	New
Internet Plus Latino Double Play	\$79.95	\$82.95

Xfinity TV	Current	New
Broadcast TV Fee	\$5.75	\$6.50
Regional Sports Fee	\$6.75	\$8.25
Service to Additional TV with TV Adapter	\$5.99	\$6.99

Xfinity TV Equipment	Current	New
CableCARD	\$1.50	\$0.00

Installation	Current	New
Professional Installation	\$60.00	\$70.00
In-Home Service Visit	\$60.00	\$70.00

Reactivation	Current	New
Reactivation - Home	N/A	\$6.00

Xfinity Instant TV Additional Services	Current	New
Deportes	\$7.00	\$5.00

Xfinity Internet/Voice	Current	New
Internet/Voice Equipment Rental	\$11.00	\$13.00