



151 Martin St., Birmingham, MI 48009  
248-530-1800

## NOTICE OF MEETING - PUBLIC ARTS BOARD

**PLEASE TAKE NOTICE** that a meeting of the Public Arts Board will take place on **Wednesday, January 18, 2017 at 7:30 p.m.** in conference rooms 202-203 of the Municipal Building. Approved minutes of this meeting will be available on the City's website at [www.bhamgov.org](http://www.bhamgov.org).

THIS NOTICE IS GIVEN in accordance with Act 261, 1968 Public Act 267.

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### MEETING AGENDA

**\*\*\* Board members who are not able to attend this meeting are encouraged to notify the staff representative in advance for consideration of a quorum. \*\*\***

- A. Roll Call
- B. Approval of Minutes – November 16, 2016
- C. Unfinished Business
  - 1. Birmingham in Stitches Event – Fall of 2017
- D. New Business
  - 1. Coordination with Cultural Council of Birmingham/Bloomfield
    - Special Guest - Laurie Tennent, President
  - 2. Discussion of Funding Sources
- E. Committee Reports
- F. Communication
- G. Public Comments
- H. Adjournment

### **Upcoming PAB Meeting: February 18, 2017**

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**NOTE:** Persons with disabilities that may require assistance for effective participation in this public meeting should contact the City Clerk's Office at the number (248) 530-1880, or (248) 644-5115 (for the hearing impaired) at least one day before the meeting to request help in mobility, visual, hearing, or other assistance.

*Las personas con incapacidad que requieren algun tipo de ayuda para la participacion en esta sesion publica deben ponerse en contacto con la oficina del escribano de la ciudad en el numero (248) 530-1800 o al (248) 644-5115 (para las personas con incapacidad auditiva) por lo menos un dia antes de la reunion para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias.*

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# Public Arts Board

## Minutes – November 16, 2016

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Meeting called to order at 6:39 PM

**A) Roll Call –**

**Members Present:** Barbara Heller, Maggie Mettler, Linda Wells, Mary Roberts

**Members Absent:** Phyllis Klinger, Anne Ritchie, Eva Suchara (Student Representative)

**Administration:** Sean Campbell, Assistant City Planner,  
Jana Ecker, Planning Director

Jana Ecker, Planning Director, introduced herself to the Public Arts Board as well as the two audience members, Cindy Rose and Heather Duggan.

**B) Approval of Minutes – October 19, 2016**

Motioned by Linda Wells, seconded by Mary Wells, to approve the October 19, 2016 minutes with the following changes:

**The addition of the sentence “The Public Arts Board welcomed new member Mary Roberts to the board.” under Section A, Roll Call.**

**The change of the number Yeas from 4 to 5 under section B , Approval of Minutes.**

**The omission of the word “But” in the second paragraph under section C, Unfinished Business, Gary Kulak Sculpture “Pride” – Circular Pad.**

**The capitalization of the “S” in “since,” and the omission of the words “up front” in the third sentence of the second paragraph under section C, Unfinished Business, Gary Kulak Sculpture “Pride” – Circular Pad.**

**The omission of “a”, addition of “s” to the word “donor,” addition of “s” to the word “contribution” and the replacement of the sentence “to pay for the construction of the pad” with “towards the cost of” in the third paragraph under Section C, Unfinished Business, Gary Kulak Sculpture “Pride” – Circular Pad**

The insertion of the words "next fundraising" between "the" and "tournament," and elimination of "instead of having it flush with grade" in the first sentence of the fourth paragraph under Section C, Unfinished Business, Gary Kulak Sculpture "Pride" – Circular Pad

The elimination of the word "stay" in the second sentence of the fourth paragraph under Section C, Unfinished Business, Gary Kulak Sculpture "Pride" – Circular Pad.

The insertion of ", 2016" after the date of "October 27" in the fifth paragraph under section C, Unfinished Business, Gary Kulak Sculpture "Pride" – Circular Pad

The insertion of the words "to pay" between "\$5,000" and "for", elimination of "and" between "chalk" and "have," and elimination of "and" between "come" and "do" in the first sentence of the first paragraph under Section D, New Business, Chalk Project.

The insertion of ", 2017" after "May and June" in the second sentence of the first paragraph under Section D, New Business, Chalk Project.

The insertion of "next fundraising" between "the" and "tournament," the omission of "still" and "held," and the insertion of ", 2016" after "December 21<sup>st</sup> through 24<sup>th</sup>" in the first sentence of the first paragraph under Section D, New Business, PAB/CCBB Charity Poker Tournament.

The omission of the words " for the tournament", elimination of the "n" in "an" to read as "a," and insertion of "CCBB" between "a" and "address" in the second sentence of the first paragraph under Section D, New Business, PAB/CCBB Charity Poker Tournament.

The replacement of "CCBB" with "Fire & Ice, LLC" in the third sentence of the first paragraph under Section D, New Business, PAB/CCBB Charity Poker Tournament.

The replacement of "CCBB" with the words "They have," and replacement of the words "location of the fundraising event" with "venue" in the first sentence of the second paragraph under Section D, New Business, PAB/CCBB Charity Poker Tournament.

The insertion of "2017" after "January and March," and the insertion of "2016 fundraiser" after "December" in the second sentence of the second paragraph under Section D, New Business, PAB/CCBB Charity Poker Tournament.

The insertion of "2017" after "April and June" in the third sentence of the second paragraph under Section D, New Business, PAB/CCBB Charity Poker Tournament.

The insertion of "Birmingham" before the item "In Stitches" (thenceforth "Birmingham In Stitches") under Section D, New Business.

The insertion of "Birmingham" between "last" and "In," and the omission of the words "around Birmingham" in the first sentence of the first paragraph under Section D, New Business, Birmingham in Stitches.

The replacement of the words "were approved for being" with "can be" in the third sentence of the first paragraph under Section D, New Business, Birmingham in Stitches.

The omission of the words "from the previous event" in the first sentence of the second paragraph under Section D, New Business, Birmingham in Stitches.

The replacement of the words "so that" with "because" in the second sentence of the second paragraph under Section D, New Business, Birmingham in Stitches.

The insertion of ", 2017" after "October" in the second sentence of the third paragraph under Section D, New Business, Birmingham in Stitches.

The omission of "with", replacement of "of" with "for," and insertion of "Birmingham" before "In Stitches" in the fourth paragraph under Section D, New Business, Birmingham in Stitches.

Yeas: 4

Nays: 0



## **C) Unfinished Business**

### **Updates on Gary Kulak Sculpture**

Sean Campbell updated the Board on the recent correspondence regarding Gary Kulak's application to loan his sculpture "Pride" to the City. Mr. Campbell explained that it could not go before the City Commission due to the missing proof of insurance and/or funding for insurance, proof of funding for the foundation and installation of the sculpture, the approval of all relevant City departments, and an executed loan agreement.

Ms. Heller advised that in order to obtain a contract under the CityScapes program, the Cultural Council needs copies of all the existing artist agreements. Mr. Campbell explained that only four artist agreements from 2016 were located in the City files. Ms. Heller explained that many of the loans' terms of agreement were originally for 18 months, later amended for two years, and then finally amended to stay up until the donors wished to remove their sculptures. There is currently no paperwork to corroborate this.

Jana Ecker remarked that Mr. Kulak's sculpture did not go through CityScapes and that the Public Arts Board had asked it to be put through the program. Ms. Heller was not clear as to why the sculpture needed to go through the City first. Ms. Ecker explained that there are two tracks for getting sculptures approved and installed: the first is for the artist or donor to apply directly to the City for a permanent donation; the second for the CCBB to have a call for entries in which sculptures are selected on a competitive basis and subsequently forwarded to the PAB as a loan to the City. Ms. Ecker advised that Mr. Kulak's application to loan his sculpture came directly to the City, and further, there has not been a CityScapes call for entries in the past few years.

Ms. Ecker informed the Board that Mr. Kulak recently submitted an email indicating the withdrawal of his loan because he did not agree to provide the required insurance and evidence of funding for the concrete pad. Ms. Heller was still unclear as to why the loan came directly to the City and could not recall an instance in which that was done in the past. Ms. Ecker explained that a sub-committee was set up between CCBB and the PAB that organized calls for entries in the past and decided which sculptures could be recommended to the Public Arts Board. It was determined that the subcommittee has not met since 2011.

Ms. Heller recalled that a former Board member, Sally Parsons, was also on the CCBB and acted as a coordinator for CityScapes. Ms. Ecker inquired who the current key contact person is at CCBB. Ms. Heller indicated that Laurie Tennent is the key contact person that the board coordinates with when organizing fundraising events for the CityScapes program. Ms. Ecker proposed having a Ms. Tennent or another CCBB

representative attend the next PAB meeting to answer questions about issues regarding insurance and to discuss how to move the sculpture program forward in the future.

Ms. Heller recalled the Board had always made the recommendation to the City Commission for a location first and then the CityScapes contracts would be executed. Ms. Ecker explained the contracts and proposed locations are required when the sculpture goes to the City Commission. Ms. Heller questioned what happens if a contract is in place but the City Commission doesn't approve of the location. Ms. Ecker explained that the contract is then revised and brought back.

Ms. Heller stated that the process has changed since its inception, and she has reservations with securing a CityScapes artist agreement before forwarding the sculpture to the City Commission. Ms. Heller added that she had never seen an artist agreement contract before it was sent to the Commission.

Ms. Ecker suggested that she will reach out to the key contact Laurie Tennent to request her attendance at the next meeting to help establish a clearer procedure between the CCBB and PAB for the Cityscapes program. The Board could also discuss the formation of a subcommittee to coordinate CityScapes effort more efficiently.

Board members discussed making a budget request to help pay for the installation costs of sculptures donated to the City in the future. The exact amount will be determined and formally requested at the next meeting.

### **Birmingham In Stitches**

Mr. Campbell advised that before the dates and venues for the yarn bombing can be forwarded to the City Commission for approval, a Special Event Application must be completed. The Board would like to have the event start by the beginning of the art fair in September 2017 and last up to three weeks. Anne Ritchie agreed to chair the program at the October 19, 2016 meeting. Ms. Heller reported that she spoke with one of the artists from the 2015 event and that she is willing to volunteer again in 2017.

The Board agreed upon all of the proposed venues for the 2017 event. Mr. Campbell agreed to produce a map of the venue locations and fill out the Special Event Application. Ms. Ecker stated the application will be presented to the board for approval at the next meeting.

**D) New Business**

The board agreed to hold its regular meetings on the third Wednesday of every month in 2017 except for December due to Hanukkah.

Mr. Campbell raised the issue that the December 21, 2016 meeting would conflict with the first day of the PAB/CCBB Charity Poker Tournament. Since no other dates would work for the members in December, the Board decided to hold a tentative special meeting on either November 28 or 30, 2016 to address the CityScapes issues and make budget requests. Anne Ritchie and CCBB representatives will be contacted for their availability on these dates.

Motioned by Linda Wells, seconded by Maggie Mettler, to approve the meeting dates for 2017 and to hold a tentative special meeting on either November 28 or 30, 2016.

Yeas: 4

Nays: 0

**F) Communication**

Ms. Heller indicated that she has been in contact with an artist who is interested in donating a fish sculpture. She cautioned that the piece contains glass and may not be winter safe. Ms. Ecker, while encouraging Ms. Heller to keep communicating with the artist, had advised waiting until a CityScapes procedure was put into place before asking her for a loan.

**(H) Public Comments**

Cindy Rose, on behalf of Community for Barnum Park, stated she would like to see a concrete pad go into Barnum Park, with or without an approved sculpture. Ms. Ecker warned that if a concrete pad is constructed without a sculpture, the pad may not be sufficient once a sculpture has been approved for that site. Ms. Heller mentioned that trees were removed from the triangular space and that the Parks and Recreation Master Plan supports the concept of public art in Barnum Park.

Ms. Ecker spoke with Lauren Wood from DPS who advised that no funding is currently in the budget for a pad and they would have to either request that money from City Commission or pull it from somewhere else.

Ms. Rose also brought up the issue of the soil borings that would be required prior to any pad going in that space. She would like for the Building Department to advise what needs to be done and how much it would cost.

Ms. Ecker asked Ms. Rose to indicate in writing that the Community for Barnum is willing to pay for half of the installation costs up to a specified maximum. Ms. Ecker further advised that she would talk to the Building Department about the soil sampling in Barnum Park and what it would cost.

Ms. Rose disputed the comment about the sculpture being an attractive nuisance when light poles, playground equipment, and other sculptures could fit under that description. Ms. Ecker clarified that the City Commission will determine if such a nuisance would be created, not City Staff.

**G) Adjournment**

Motion to adjourn by Linda Wells, seconded by Maggie Mettler.

Yeas: 4

Nays: 0

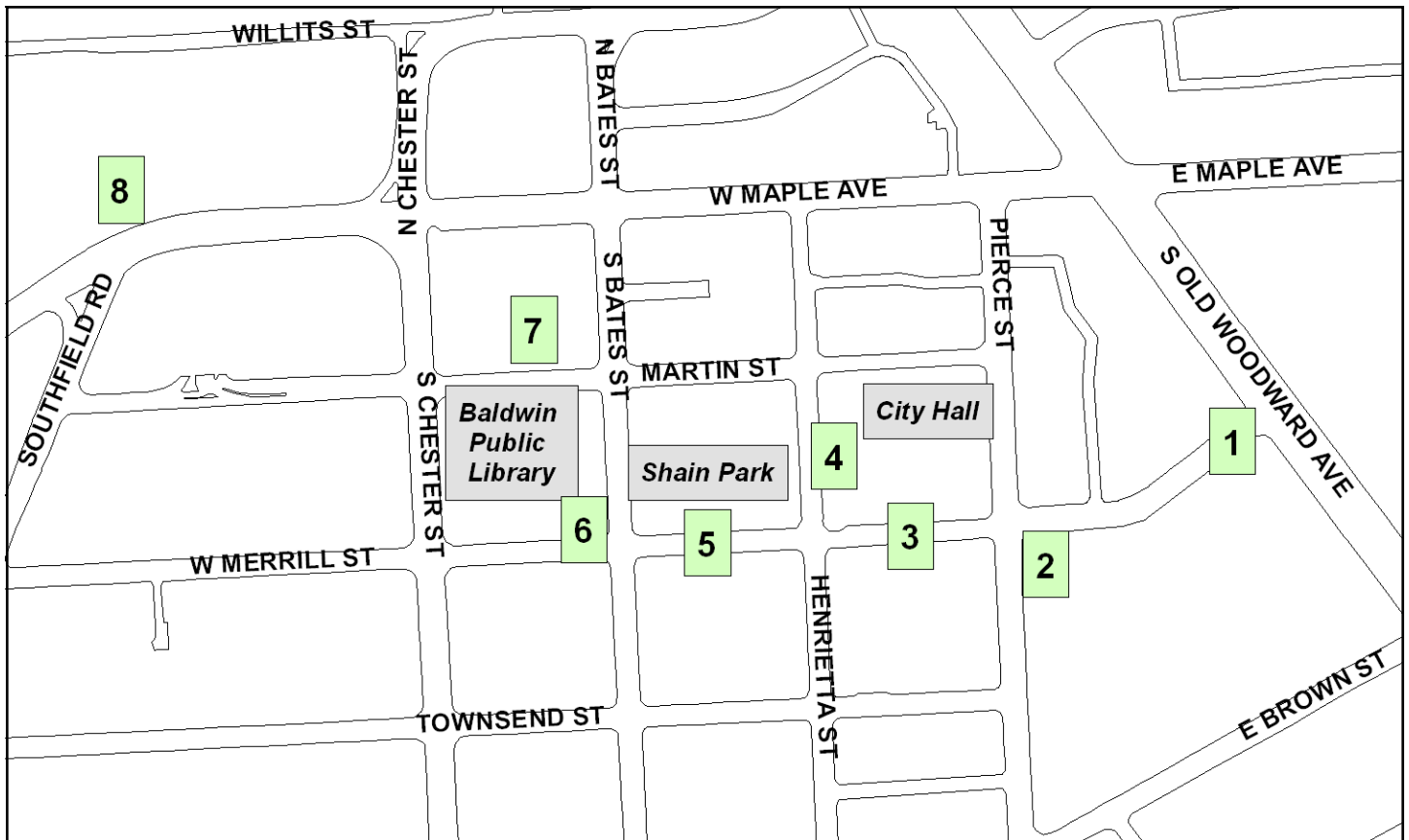
The meeting was adjourned at 8:06 PM

# birmingham in stitches

A YARN BOMBING PROJECT

May 16-30, 2015

More information  
at [www.bhamgov.org/art](http://www.bhamgov.org/art)



1. Merrill St. - Old Woodward to Pierce St.
2. Plaza - Merrill St. & Pierce St.
3. Merrill St. - Pierce St. to Henrietta St.
4. City Hall & Shain Park
5. Merrill St. Plaza & Shain Park
6. Baldwin Public Library
7. St. James Episcopal Church
8. Birmingham Historical Museum & Park

The *Birmingham in Stitches* project is intended to involve the Birmingham community in an interactive public art project and to raise awareness for public art programs in Birmingham, including the City-Scapes partnership between the City and the Cultural Council of Birmingham-Bloomfield. Find more information at [www.bhamgov.org/art](http://www.bhamgov.org/art).



## MEMORANDUM

Planning Division

**DATE:** November 28, 2016  
**TO:** Public Arts Board Members  
**FROM:** Sean Campbell, Assistant City Planner  
**SUBJECT:** Birmingham in Stitches 2017

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Attached is a special event application prepared for submission by the Public Arts Board to the City Commission to hold Birmingham in Stitches from September 16, 2017 – October 7, 2017.

Please review the attached application and corresponding map of art locations proposed for discussion at the upcoming meeting.

**SUGGESTED RESOLUTION:**

To approve the Special Event Application for Birmingham in Stitches 2017 and the corresponding map of art locations and to direct staff to submit the application to the City Commission for approval.



151 Martin Street, P.O. Box 3001  
Birmingham, MI 48012  
248/530-1880 PHONE  
248/530-1080 FAX

## APPLICATION FOR SPECIAL EVENT PERMIT PARKS AND PUBLIC SPACES

- I. EVENT DETAILS
- II. EVENT INFORMATION
- III. EVENT LAYOUT
- IV. SAMPLE LETTER TO NOTIFY AFFECTED PROPERTY OWNERS/BUSINESSES
- V. INSURANCE INFORMATION
  - INSURANCE REQUIREMENTS
  - HOLD HARMLESS AGREEMENT
- VI. POLICIES AND PROCEDURES
- VII. CHECKLIST
- VIII. SAMPLE MAPS
- IX. DEPARTMENTAL APPROVAL PAGE

### TIME LINE AS REQUIRED BY COMMISSION ADOPTED POLICY

TIME	REQUIREMENT
At least 90 days prior to event	<ul style="list-style-type: none"><li>• Application and attachments must be submitted</li></ul>
At least two (2) weeks prior to Commission hearing	<ul style="list-style-type: none"><li>• Letters mailed to affected property owners/businesses</li><li>• Copy of letter and distribution list provided to Clerk</li></ul>
Three (3) weeks prior to the event	<ul style="list-style-type: none"><li>• Final additions/changes must be submitted for approval.</li></ul>
Two (2) weeks prior to event	<ul style="list-style-type: none"><li>• All building, electrical, sign, and hydrant permits must be obtained</li><li>• All permit fees must be paid and insurance certificates must be submitted and approved</li><li>• All peddler/vendors applications must be submitted for approval</li></ul>

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

***I. EVENT DETAILS***

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

<b>FEES:</b>	<b>FIRST TIME EVENT:</b>	<b>\$200.00</b>
	<b>ANNUAL APPLICATION FEE:</b>	<b>\$165.00</b>

(Please print clearly or type)

Date of Application September 16, 2017

Name of Event Birmingham in Stitches

Detailed Description of Event (attach additional sheet if necessary) \_\_\_\_\_

The Birmingham in Stitches event is a "yarn bombing" that proposes to attach pre-sewn

yarn projects to streetscape items in the right of way, including parking meters, benches,

and trees. In addition, the Public Arts Board would also like to include the Baldwin Public

Library, St. James Church, and the Birmingham Historical Museum.

Location see attached map

Date(s) of Event September 16, 2017 Hours of Event \_\_\_\_\_

Date(s) of Set-up September 13-15, 2017 Hours of Set-up \_\_\_\_\_

Date(s) of Tear-down October 8, 2017 Hours of Tear-down \_\_\_\_\_

Organization Sponsoring Event Public Arts Board

Organization Address 151 Martin, Birmingham, MI 48009

Organization Phone 248-530-1855

Contact Person Sean Campbell

Contact Phone 248-530-1855

Contact Email scampbell@bhamgov.org



## **II. EVENT INFORMATION**

1. Organization Type City  
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event. ) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Is the event a fundraiser? ☐ YES ☒ NO  
List beneficiary \_\_\_\_\_  
List expected income \_\_\_\_\_  
Attach information about the beneficiary.
4. First time event in Birmingham? ☐ YES ☒ NO  
If no, describe \_\_\_\_\_  
\_\_\_\_\_
5. Total number of people expected to attend per day \_\_\_\_\_
6. The event will be held on the following City property: (Please list)  
☐ Street(s) \_\_\_\_\_  
\_\_\_\_\_  
☒ Sidewalk(s) Merrill, Pierce, Townsend  
\_\_\_\_\_  
☒ Park(s) Shain Park  
\_\_\_\_\_
7. Will street closures be required? ☐ YES ☒ NO
8. What parking arrangements will be necessary to accommodate attendance? \_\_\_\_\_

9. Will staff be provided to assist with safety, security and maintenance? ☐ YES ☒ NO  
Describe \_\_\_\_\_  
\_\_\_\_\_
10. Will the event require safety personnel (police, fire, paramedics)? ☐ YES ☒ NO  
Describe \_\_\_\_\_  
\_\_\_\_\_
11. Will alcoholic beverages be served? ☐ YES ☒ NO  
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.
12. Will music be provided? ☐ YES ☒ NO  
☐ Live ☐ Amplification ☐ Recorded ☐ Loudspeakers  
Time music will begin \_\_\_\_\_  
Time music will end \_\_\_\_\_  
Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.
13. Will there be signage in the area of the event? ☐ YES ☒ NO  
Number of signs/banners \_\_\_\_\_  
Size of signs/banners \_\_\_\_\_  
Submit a photo/drawing of the sign(s). A sign permit is required.
14. Will food/beverages/merchandise be sold? ☐ YES ☒ NO
- Peddler/vendor permits must be submitted to the Clerk's Office, at least two weeks prior to the event.
  - All food/beverage vendors must have Oakland County Health Department approval.
  - Attach copy of Health Dept approval.
  - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location. A background check must be submitted for each employee participating at the event.

## LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

### **III. EVENT LAYOUT**

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables	0	6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	0	\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	0	\$200.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	0 # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	0	Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System	0	\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

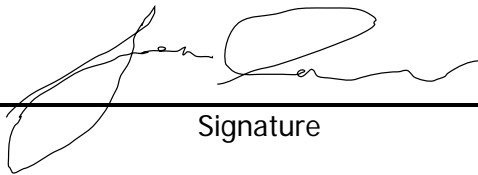
TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)		
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

## SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Birmingham in Stitches  
EVENT DATE September 16, 2016 - October 7, 2016

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

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



Signature

11/29/2016

Date

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

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

***SAMPLE NOTIFICATION LETTER***

**SPECIAL EVENT REQUEST NOTIFICATION LETTER**

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

TO: \_\_\_\_\_  
Residential Property or Business Owner  
\_\_\_\_\_  
Address

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

**EVENT INFORMATION**

NAME OF EVENT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE(S) OF EVENT \_\_\_\_\_ HOURS OF EVENT \_\_\_\_\_

BRIEF DESCRIPTION OF EVENT/ACTIVITY: \_\_\_\_\_

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

DATE(S) OF SET-UP \_\_\_\_\_ HOURS OF SET-UP \_\_\_\_\_

DATE(S) OF TEAR-DOWN \_\_\_\_\_ HOURS OF TEAR-DOWN \_\_\_\_\_

DATE OF CITY COMMISSION MEETING: \_\_\_\_\_

The City commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. **A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880).** Log on to [www.bhamgov.org/events](http://www.bhamgov.org/events) for a complete list of special events.

EVENT ORGANIZER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

**A map showing street closures must be attached.**

## **V. INSURANCE INFORMATION**

### **INSURANCE REQUIREMENTS**

For most types of activities, the City requires a certificate of insurance and a signed hold-harmless agreement on the event sponsor's letterhead. Please submit a copy of your standard certificate of insurance with your completed application, which will be reviewed for compliance with the City's insurance requirements.

Following are the general insurance requirements for events held on City property (items A thru I). If alcoholic beverages are to be served, you will need to add the coverage described in item J. The required limits and conditions may vary depending upon the scope of the event and the organization of the event sponsor. You will be notified of additional insurance requirements, if applicable, upon completion of the review process.

- A. Workers' Compensation Insurance. Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.
- B. Commercial General Liability (CGL) Insurance. Commercial general liability insurance on an "occurrence basis," with limits of liability not less than \$1,000,000 per occurrence combined single limit, personal injury, bodily injury and property damage. Coverage shall include broad form general liability extensions or equivalent.
- C. Motor Vehicle Liability Insurance. Motor vehicle liability insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured. Commercial general liability insurance and motor vehicle liability insurance as described above shall include an endorsement stating the following shall be *Additional Insureds: The City of Birmingham, including all elected and appointed officials, all 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. Cancellation Notice. Thirty days advance written notice of insurance cancellation, non-renewal and/or reduction or material change in coverage shall be provided to the City. Notice of cancellation, material change or reduction shall be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.
- F. Proof of Insurance Coverage. The City shall be provided with certificates of insurance evidencing the coverages outlined above.
- G. Expiration. If any of the above coverages expire, renewal certificates and/or policies must be provided to the City at least ten days prior to the expiration date.
- H. Acceptability of Insurance Company. All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the City.
- I. Hold-Harmless Agreement. The hold-harmless agreement should be submitted on the applicant's letterhead or stationery and signed by an authorized representative of the organization. (See attached)

If alcoholic beverages are to be served, you will need to add the coverage described in item J, below:

- J. Liquor Liability Insurance: The event sponsor shall procure and maintain for this event liquor liability insurance with limits of liability of not less than \$1,000,000 per occurrence for each covered location. The liquor liability insurance as described above shall include an endorsement naming the City of Birmingham as additional insured.



The following language must be submitted on the applicant's letterhead and signed by an authorized representative of the organization.

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### **HOLD-HARMLESS AGREEMENT**

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

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**Applicant's signature**

**Date**

## ***VI. POLICIES AND PROCEDURES***

1. The City Commission will have sole and complete discretion in deciding whether to issue a permit for special events in parks and other open spaces.
2. The City of Birmingham will determine a capacity of Shain Park for public events based upon the wear and tear, recovery of grass and plants, impact on local businesses, institutions (Library, Community House) and residents.
3. The order of event priority for the allocation of the right to utilize parks and open spaces for special events shall be guided by the following:
  - a. civic events
  - b. cultural, education or social events,
  - c. entertainment and amusement events,
  - d. promotional events that benefit the City's image
  - e. income-generating events, both for and non-profit
4. Prioritization among sponsors shall be guided by the following:
  - a. Programs, festivals and events sponsored by the City or the PSD
  - b. Community groups (defined as a non-profit organization whose members consist of at least 75% City residents, or 50% City residents, and 75% Birmingham Public School District residents.)
  - c. Non-profit organizations and public agencies
  - d. Commercial organizations holding non-promotional events that do not charge a fee or generate revenue
  - e. Commercial organizations within Birmingham
  - f. Commercial organizations outside Birmingham
5. Applications must be submitted with the application fee at least **ninety (90) days** prior to the date of the proposed event. The non-refundable application fee is due when the application is submitted.

6. Application must include a detailed map of the event site. The application must include the location of the following if applicable:
  - street closures
  - tents / canopies
  - tables
  - signs
  - trash receptacles / dumpsters
  - barricades
  - audio equipment / band
  - rides / inflatables
  - vendor booths
  - displays
  - portable toilets
  - layout of start/finish area (if on public property)
  - temporary structures or displays of any kind (picture required)
7. The ordinance requires a permit fee in an amount to be determined by the City administration to reimburse the City for the costs incurred in providing services for the event including but not limited to police, fire, sanitation services or arranging for traffic alterations.
8. All permit fees (building, sign, electrical, hydrant), event permit fee, and all insurance certifications must be obtained/submitted at least two weeks prior to the event.
9. Applicant must notify all potentially affected property owners and advise them of the date and time the application will be considered by the City Commission, the date and time of the proposed event, and a description of the activity. Applicant must provide a copy of the letter and distribution list to the Clerk's Office two weeks prior to the Commission hearing. (Sample letter included with this application.)
10. All vendors/peddlers applications must be submitted two weeks prior to the event.
11. All vendors and event participants are required to park in the parking structures.
12. Any additions/changes must be submitted for approval at least three weeks prior to the event. Substantial changes/additions to an event will require Commission approval.

## ***VII. CHECKLIST***

### **ATTACHMENTS TO INCLUDE WITH SPECIAL EVENT APPLICATION**

- Completed special event application
- Application fee (payable to "City of Birmingham")
- Map of event area detailing
  - street closures
  - tents / canopies
  - tables
  - signs
  - trash receptacles / dumpsters
  - barricades
  - audio equipment / band
  - rides / inflatables
  - vendor booths
  - displays
  - portable toilets
  - layout of start/finish area (if on public property)
  - temporary structures or displays of any kind (picture required)
- Map of the route(s)
- Written route(s)
- Photo of display or temporary structure
- Sample of signs/banners - including size
- Hold Harmless Agreement (signed, on event sponsor's letterhead)
- Insurance Certificate
- Letter to affected property owners (must include map of event area or route)\*
- List of addresses the letter was distributed (includes all residential and businesses in the event area, along the route, and affected by street closures)\*
- List of vendors
- If fundraiser: Information about the beneficiary

*\*Letter to affected property owners and list of addresses must be submitted to the Clerk's Office at least two weeks prior to the Commission meeting.*

---

#### **OFFICE USE ONLY**

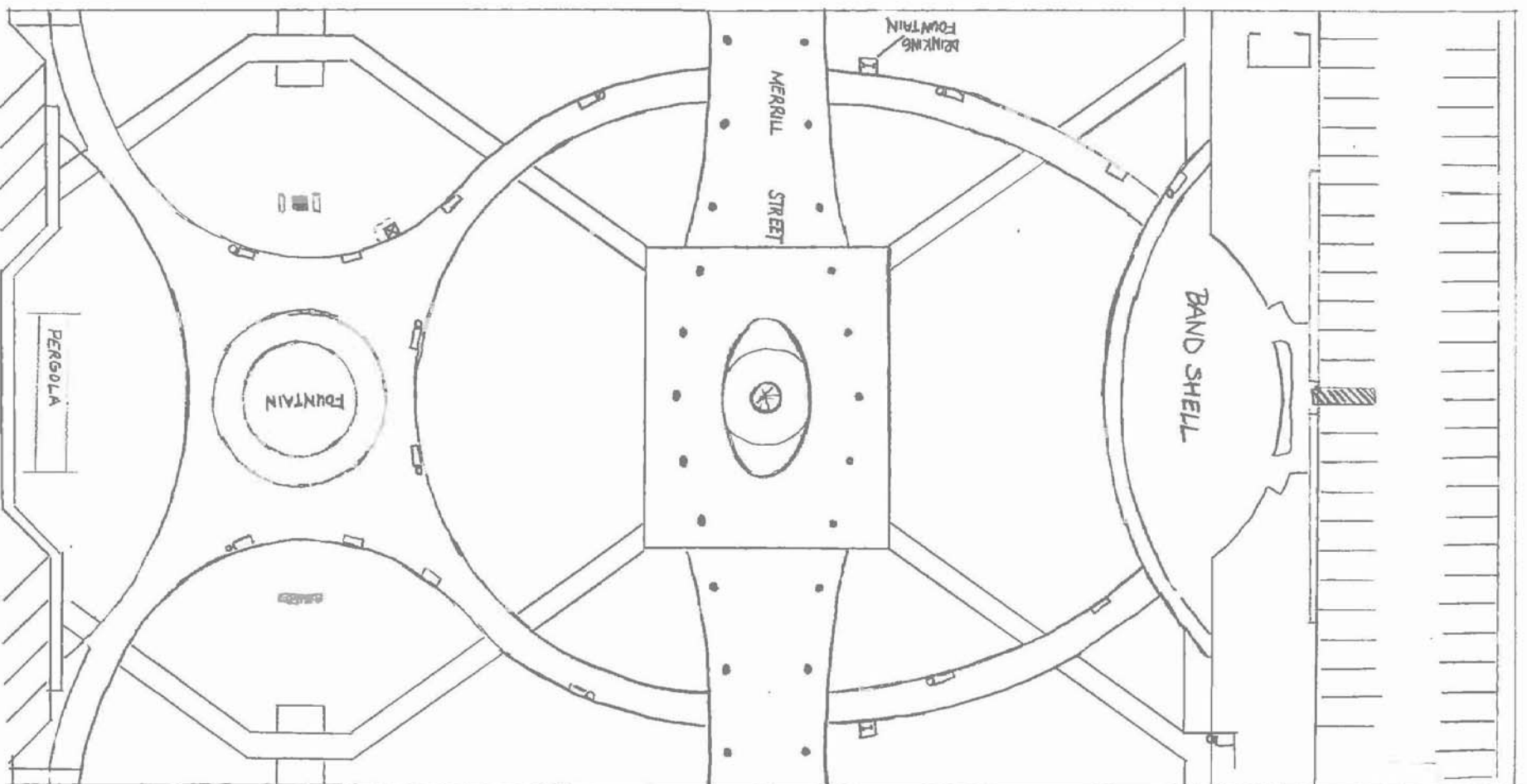
Received by \_\_\_\_\_

Date \_\_\_\_\_

License Number \_\_\_\_\_

The above highlighted items must be submitted by \_\_\_\_\_

Date of Commission meeting \_\_\_\_\_



HENKLE STREET

# Birmingham Map

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



## DISCLAIMER:

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

# DEPARTMENT APPROVALS

EVENT NAME & DATE \_\_\_\_\_

COMMISSION HEARING DATE \_\_\_\_\_

LICENSE NUMBER \_\_\_\_\_

NOTE TO STAFF: Please submit approval by \_\_\_\_\_

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
<b>PLANNING</b> 101-000.000-634.0005 248.530.1855					
<b>BUILDING</b> 101-000.000.634.0005 248.530.1850					
<b>FIRE</b> 101-000.000-634.0004 248.530.1900					
<b>POLICE</b> 101-000.000.634.0003 248.530.1870					
<b>PUBLIC SERVICES</b> 101-000.000-634.0002 248.530.1642					
<b>ENGINEERING</b> 101-000.000.634.0002 248.530.1839					

<b>INSURANCE</b> 248.530.1807					
<b>CLERK</b> 101-000.000-614.0000 248.530.1803					
				<b>TOTAL DEPOSIT REQUIRED</b>	<b>ACTUAL COST</b>

**FOR CLERK'S OFFICE USE**

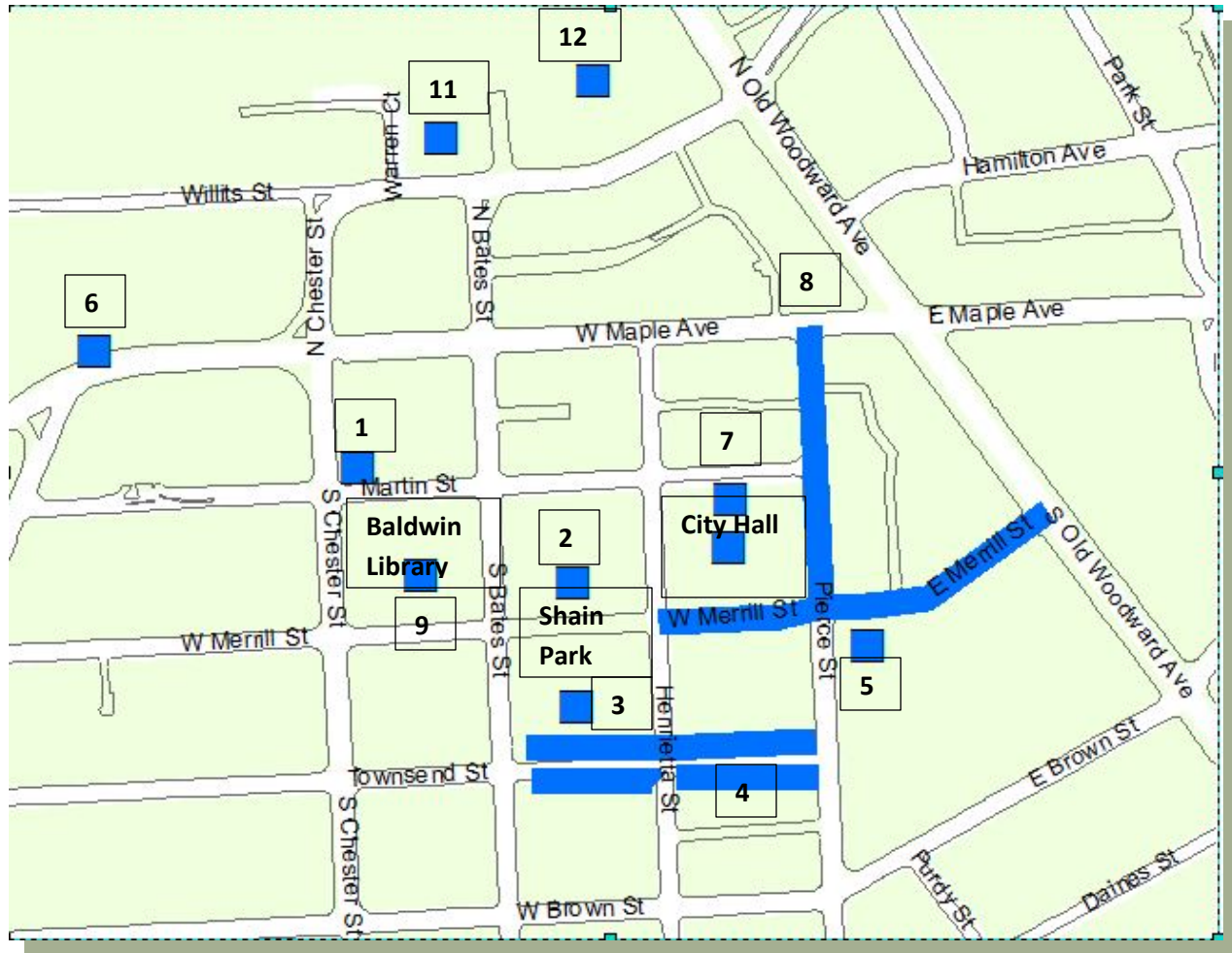
Deposit paid \_\_\_\_\_

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

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



# Birmingham in Stitches 2017



- |   |   |
|---|---|
| 1. St. James Church   | 8. Pierce St. parking meters and light posts, Townsend to Maple   |
| 2. Shain Park, Granite Balls                                      | 9. Baldwin Public Library   |
| 3. Shain Park metal chairs (not tables)                           | 10. Metal benches surrounding amphitheater in Shain Park  |
| 4. Townsend St. parking meters and light posts Pierce to Woodward | 11. First Baptist Church on Willits St  |
| 5. Pierce/ Townsend parking structure plaza                       | 12. City parking lot on Willits St at Chester light poles, stair rails and light poles, stair rails and retaining walls |
| 6. Maple Rd. Birmingham Historical Museum                         |   |
| 7. City Hall steps  |   |



## MEMORANDUM

Planning Division

**DATE:** January 11, 2017

**TO:** Public Arts Board Members

**FROM:** Sean Campbell, Assistant City Planner

**SUBJECT:** Coordination with Cultural Council of Birmingham/Bloomfield

---

As you may be aware, the Public Arts Board has been partnering with the Cultural Council of Birmingham/Bloomfield (CCBB) since 1991 to promote art in public spaces and enhance the downtown area. The program is managed under the terms of the existing Birmingham outdoor sculpture agreement between the City and CCBB for temporary installation of art on public property. In preparation for the Board's discussion with CCBB to improve the procedure for reviewing, insuring, and accepting temporary public sculptures, the following materials have been attached for your review:

- CityScapes Highlights and Goals
- Birmingham Outdoor Sculpture Agreement
- CityScapes Master Insurance Info Sheet
- CityScapes artist agreements



## **Program Highlights and Goals**

*In an ongoing effort to promote art in public spaces and enhance the Birmingham community, the Cultural Council of Birmingham/Bloomfield and the the Public Arts Board of the City of Birmingham established the CityScapes program. The objective of the CityScapes program is to serve as a launching platform to educate the community on the value of art in public places and enhance the visual character of the community. By inserting the work of artists into City life, ideas can be encountered and explored on a daily basis.*

- Installation of twelve (12) sculptures as part of the CityScapes on-loan program since 2008:
  - *Heart of the Tetrahedron* by Mark diSuvero (2008 - Present)
  - *Untitled* by Nathan Diana (2008 - Present)
  - *Delaware Bronze* by Harry Gordon (2008 - Present)
  - *One Meter Interior* by Jene Highstein (2008 - 2010)
  - *Journey Home* by Dennis Oppenheim (2008 - Present)
  - *Poetry & Truth* by John Sauve (2008 - Present)
  - *Split* by Ken Thompson (2008 - 2011)
  - *Untitled* by Jay Wholley (2008 - Present)
  - *Choopy* by Mark diSuvero (2009 - Present)
  - *The Counselor* by Christopher Yockey (2009 - Present)
  - *X-Ray ManRay* by Terry Lee Dill (2008, purchased and donated to the City by Dr. Mark Berman in 2010)
  - *Luck at Love, Unlucky at Game, You Can't Have it All* by Christopher Yockey (scheduled for installation Fall 2011)
- Began semi-annual public art lectures and presentations in conjunction with the Baldwin Public Library in order to engage the community in an ongoing discussion about public art in Birmingham.
  - April 2011 Panel Discussion, "*The Role of Public Art in the Community*"
  - October 2011 Lecture, "*The Detroit Institute of Arts Inside|Out Program*"
- Development of an interactive public art map for Birmingham, accessible at [www.bhamgov.org/art](http://www.bhamgov.org/art).
- Worked with staff from The Detroit Institute of Arts to bring the 2011 DIA Inside|Out program to Birmingham, which provided for the temporary installation of seven (7) reproductions of works from the DIA's collection for three months in Fall 2011.
- Working with Albert Paley Studios to bring *Pillar* (2009) by the New York artist to Birmingham in 2012.

***For more information on the CityScapes program, or to make a donation, please contact the Cultural Council of Birmingham/Bloomfield at 248.593.6980.***

## BIRMINGHAM OUTDOOR SCULPTURE AGREEMENT

This Birmingham Outdoor Sculpture Agreement, made this 11th day of February, <sup>1991</sup>1990, by and between the City of Birmingham, a Michigan municipal corporation, hereinafter referred to as the "CITY", and the Cultural Council of Birmingham/Bloomfield, a Michigan nonprofit corporation, hereinafter referred to as the "COUNCIL":

IT IS HEREBY AGREED as follows:

1. The Council will periodically recommend to the City that a particular sculpture or other art work be displayed at a specified outdoor location on property owned by the City. At the time of any such written recommendation by the Council, the Council will also provide the City with all of the following:

- a. A color photograph of the sculpture or other art work;
- b. The name, address and biographical sketch of the artist who created the work, together with a release signed by the artist (on a form to be provided by the City) which grants the City permission to photograph the sculpture or art work and to use photographic images of the art in City promotional material, such as the City calendar;
- c. A signed agreement by the owner of the sculpture or other art work, releasing the City from all liability for damage to or theft of the work while on public display, in addition to a certificate of insurance

in a form and in an amount acceptable to the City, evidencing that the owner has insured the art work for property damage and theft;

- d. The proposed site for the sculpture or other art work and a description of the method by which the art is to be mounted or displayed, including plans for any necessary foundation or other device for the secure placement of the work.

2. Upon submission of the Council's recommendation and the information specified in Paragraph 1(a) through (d) above, the City will determine, in its sole discretion, whether the sculpture or other art work is suitable for placement on City property and will promptly notify the Council of its decision.

3. In the event that the City finds the sculpture or other art work and the proposed location for its placement suitable, the Council will thereafter comply, at its sole expense, with any approval or review process that may be required by City Code or administrative procedure, such as review before the City Planning Board or Historic District and Design Review Commission.

4. The Council will place or install, at its sole expense and in accordance with approved plans, all sculpture or other art work approved by the City for display on City property.

5. The Council will perform whatever maintenance may be required to keep any sculpture or other art work placed on City property in a safe and presentable condition and the Council further agrees to indemnify and defend the City, its employees, officers and agents, from any and all claims for personal injury

or property damage that may arise out of or be in any way connected with a sculpture or an art work displayed pursuant to this Agreement.

6. The parties agree that any sculpture or other art work approved by the City may be displayed for a specified period not to exceed eighteen (18) months and that upon expiration of the time specified, or earlier if mutually agreeable, the Council shall, at its sole expense, remove the sculpture or art work from City property.

7. The Council shall observe and comply with all local, state, and federal laws, rules, regulations and ordinances and, upon notice of any violation, shall correct and/or comply with such laws, rules and regulations.

8. The City shall have the right to terminate this Agreement by specifying the date of termination in written notice to the Council at least thirty (30) days before the termination date. In the event the City elects to terminate this Agreement, the Council shall remove any sculpture or art work then displayed on City property no later than sixty (60) days following the date of termination.

9. Any disputes arising out of this Agreement shall be settled either by commencement of a suit in Oakland County Circuit Court or by binding arbitration, at the option of the City. The Council shall advise the City of any dispute it has arising out of this Agreement and shall demand that the City elect whether the dispute is to be resolved by submitting it to

binding 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 suit resolved by binding 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.

10. This Agreement shall be binding on the City and the Council. It is further agreed that there shall be no change or modification to this Agreement except in writing and signed by both parties hereto.

CITY OF BIRMINGHAM, a Municipal  
corporation

By: 

Henry C. Forster

Mayor

By: 

Judith A. Benn,

Clerk

CULTURAL COUNCIL OF BIRMINGHAM/  
BLOOMFIELD

By: Walter C. Klein

APPROVAL (1.135 City Code)

Thomas M. McAdams

City Manager as to Substance

Samuel J. Kees

City Attorney as to Form

DATED: \_\_\_\_\_, 1990.

0431a



## Prepared: 11/18/09

#	Sculpture Name	Artist	Location	Date Installed	Scheduled End Date	Replacement Value	Ins Premium Alloc	Honorarium Total	Honorarium Paid	Honorarium Due	Reimb Submitted	
INSTALLED												
1	Heart of the Tetrahedron	Mark di Suvero*	Maple & Southfield	7/24/2008	7/24/2010	10,000	147	0	0	0	2,128	
2	Untitled - (Tom's Lament)	Jay Wholley*	Maple & Southfield	11/24/2008	need paperwork	20,000	294					
3	One Meter Interior	Jene Highstein*	Maple & Chester	7/24/2008	7/24/2010	75,000	1,103	0	0	0	2,128	
4	Transformation 2	Ray Katz	Martin & Bates	5/15/2006	**5/15/2009	20,000	294	5,000	4,000	1,000	0	
5	Journey Home	Dennis Oppenheim*	Pierce at Martin	7/24/2008	7/24/2010	85,000	1,250	0	0	0	2,128	
6	Wind Rapids	Russell Thayer	Merrill & Pierce	5/15/2006	5/31/2010	9,500	140	5,000	4,000	1,000	0	
7	Poetry & Truth	John Sauve	220 Merrill	7/24/2008	7/25/2010	10,000	147	0	0	0	0	
8	Delaware Bronze	Harry Gordon*	Brown at Pierce	7/24/2008	7/25/2010	10,000	147	0	0	0	2,128	
9	X Ray Man Ray	Terry Lee Dill	Brown & Pierce	5/31/2006	**5/31/2009	12,000	177	5,000	4,000	1,000	0	
10	The Counselor	Christopher Yockey*	N Old W on Parking Structure		need paperwork	10,000	147					
11	Torso	Herb Babcock	Old Woodward & Oakland	4/24/2007	5/31/2010	24,000	353	5,000	3,000	2,000	0	
12	Untitled - (Bird)	Nathan Diana*	Oakland & Ferndale	7/24/2008	7/24/2010	10,000	147	0	0	0	2,128	
13	Split	Ken Thompson	BBAC	7/24/2008	7/24/2010	13,000	191	0	0	0	2,338	
14	Choopy	Mark di Suvero*	Triangle at Old Woodward		need paperwork	50,000	737					
						Totals	358,500	5,274 ***	20,000	15,000	5,000	12,978
*Hill Gallery												
**need to update paperwork												
*** Total = \$5839 less paid in full discount \$565 = \$5274)												

**Agreement**  
**CityScapes - Outdoor Sculpture**

This CityScapes Outdoor Sculpture Agreement, is made and entered into on this  
24<sup>th</sup> day of APRIL, 2007

by and between

**Cultural Council of Birmingham/Bloomfield ( "COUNCIL")**

and

**Name: Herb Babcock ("ARTIST")**  
**Address: 1850 Barr Road**  
**City: Oxford, MI 48371**

**1. RECITALS**

This Agreement is entered into with reference to the following facts:

- A. Artist desires to exhibit his/her sculpture or other artwork ("Sculpture") to the public in an outdoor location located on certain property owned by the City of Birmingham ("City").
- B. The Council is willing to assist Artist to cause or permit the Artist's Sculpture to be exhibited to the public.
- C. The Council and the City have entered into the Birmingham Outdoor Sculpture Agreement whereby the Council will recommend to the City that the Sculpture be mounted or exhibited, and the City will determine, in its sole discretion, whether the Sculpture is suitable for placement on City property.
- D. Upon approval of the Sculpture, the Artist will place or install the Sculpture on the City property.

**2. LENGTH AND TERMS OF PUBLIC DISPLAY**

Artist will place or install at his/her sole expense and in accordance with approved plans, the Sculpture approved by the City for display on City property.

Name of Sculpture: "Torso"

City Property Location: Oakland and Old Woodward

- A. The Council and the Artist agree that the Sculpture will be displayed for a period not to exceed eighteen (18) months and that upon expiration of the time specified, or earlier if mutually agreeable, the Artist, at his/her sole expense, pay for the removal of the sculpture from the City property.
- B. The Council will perform whatever maintenance may be required to keep any sculpture placed on City property in a safe and presentable condition.
- C. The Council shall procure and maintain at all times during the duration of the Agreement the required available insurance coverage subject to the conditions indicated by the City for Insurance Requirements for Birmingham Outdoor Sculpture Agreement.
- D. In the event the Artist does not respond within ninety (90) days to the Council's request for removal of the Sculpture, the Council will become sole owner of the Sculpture and can sell said Sculpture in whatever manner the Council determines. All proceeds from the sale will belong to the Council.
- E. The Council shall have the right terminate this Agreement by specifying the date of termination in written notice to the Artist at least thirty (30) days before the termination date. In the event the Council elects to terminate this Agreement, the Artist shall remove the Sculpture then displayed on the City property no later than sixty (60) days following the date of termination.

### 3. ARTIST WILL RECEIVE

- A. Artist will receive honorarium in total amount of \$5,000.00 to be paid as follows:
  - 1. \$3,000.00 will be paid ten days prior to installation date.
  - 2. \$2,000.00 will be paid upon removal of the Sculpture from the City property.
- B. An on-site plaque identifying the Artist and the Sculpture will be installed at the sole expense of the Council.
- C. Publicity for the Artist and the Sculpture including recognition in CityScapes brochure.

#### 4. ADDITIONAL ARTIST RESPONSIBILITIES

Artist will provide information as necessary for the Council to meet conditions of agreement with City such as but not limited to:

- A. Color photograph of Sculpture
- B. Biographical sketch of artist who created the work together with a release (Exhibit A) signed by the Artist which grants the City permission to photograph the Sculpture and to use photographic images of the Sculpture in City promotional material, such as the City calendar.
- C. Artist will attend opening reception for CityScapes program.
- D. Artist will participate in public relations and educational programming of the CityScapes program.
- E. Artist will assume responsibility for travel expenses incurred during participation in CityScapes program.

#### 5. HOLD HARMLESS

For and in consideration of the Council and City entering into the Birmingham Outdoor Sculpture Agreement and for exhibiting or displaying the Artist's Sculpture, Artist hereby assumes responsibility and liability for, and hereby holds harmless the City and the Council, and their respective officer's directors, employees and agents, from and against and all liabilities, expenses (including but not limited to attorneys fees) judgments, damages, awards and claims of every kind, nature and character whatsoever, that may result from damage to or theft of the Sculpture while in the possession of the Council, while being installed, while being removed or while on public display on the City's property.

#### 6. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, heirs, personal representatives and assigns.

#### 7. TRANSFEREES

Artist covenants that he/she will not sell or otherwise dispose of his/her Sculpture in any manner whatsoever without procuring from any such transferee ratification and affirmation of all the terms of this Agreement and transferee's agreement to be bound by and perform all of Artist's covenants set forth herein.

8. FREELY MADE

The parties hereto acknowledge and agree that they have completely read, fully understood and have freely and voluntarily executed this Agreement after having had discussed or had the opportunity to discuss this Agreement with their legal counsel.

9. ENTIRE AGREEMENT

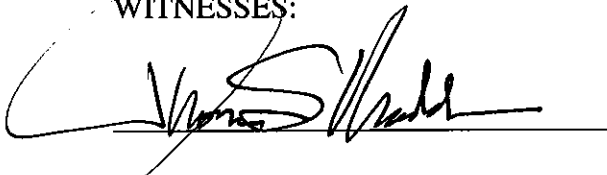
This Agreement, and any agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith, contains the entire agreement of the parties hereto and no party shall be bound by anything not express in writing.

10. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of Michigan.

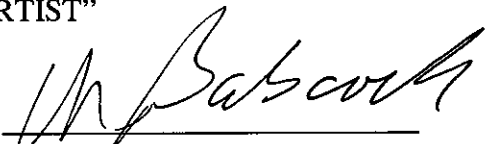
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

WITNESSES:



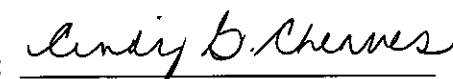
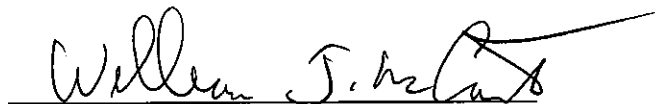
"ARTIST"

By:

  
Herb Babcock


"CULTURAL COUNCIL OF  
BIRMINGHAM/BLOOMFIELD"

By:

  
Cindy G. Cheaves  
Title: President

**EXHIBIT A**  
**Release**  
CityScapes - Outdoor Sculpture

IN CONSIDERATION of the City's display of an artwork owned by me, on public property, I hereby grant to the City of Birmingham, its officers and employees, the right to photograph my artwork and the further right to use photographic images of the work in promotional material prepared by or for the City of Birmingham.

Signed:   
Herb Babcock

**Agreement**  
**CityScapes - Outdoor Sculpture**

This CityScapes Outdoor Sculpture Agreement, is made and entered into on this  
22 day of September, 2010

by and between

**Cultural Council of Birmingham/Bloomfield ("COUNCIL")**

and

**Name: Herb Babcock ("ARTIST")**  
**Address: 1850 Barr Road**  
**City: Oxford, MI 48371**

**1. RECITALS**

This Agreement is entered into with reference to the following facts:

- A. Artist desires to exhibit his/her sculpture or other artwork ("Sculpture") to the public in an outdoor location located on certain property owned by the City of Birmingham ("City").
- B. The Council is willing to assist Artist to cause or permit the Artist's Sculpture to be exhibited to the public.
- C. The Council and the City have entered into the Birmingham Outdoor Sculpture Agreement whereby the Council has received approval by the City for placement of the Artist's Sculpture on public property.
- D. The Council and Artist are willing to continue the display of the Artist's Sculpture at its current location at the corner of Oakland and Old Woodward.

**2. LENGTH AND TERMS OF PUBLIC DISPLAY**

Artist agrees to continue the placement of his sculpture at the location approved by the City for display on City property unless and until either party requests removal as outlined herein.

Name of Sculpture: "Torso"

City Property Location: Oakland and Old Woodward



- A. The Council and the Artist agree that the Sculpture will be displayed on an indefinite basis and that either party may terminate this agreement as outlined herein.
- B. Either party shall have the right terminate this Agreement by specifying the date of termination in written notice to the other party at least fourteen (14) days before the termination date. In the event either party elects to terminate this Agreement, the Artist shall remove the Sculpture then displayed on the City property no later than seven (7) days following the date of termination.
- C. The Council shall procure and maintain at all times during the duration of the Agreement the required available insurance coverage subject to the conditions indicated by the City for Insurance Requirements for Birmingham Outdoor Sculpture Agreement.
- D. In the event the Artist does not respond within ninety (90) days to the Council's request for termination of this agreement and removal of the Sculpture, the Council will become sole owner of the Sculpture and can sell said Sculpture in whatever manner the Council determines. All proceeds from the sale will belong to the Council.

### 3. ADDITIONAL ARTIST RESPONSIBILITIES

Artist will provide information as necessary for the Council to meet conditions of agreement with City such as but not limited to:

- A. Color photograph of Sculpture
- B. Biographical sketch of artist who created the work together with a release (Exhibit A) signed by the Artist which grants the City permission to photograph the Sculpture and to use photographic images of the Sculpture in City promotional material, such as the City calendar.
- C. Artist will attend opening reception for CityScapes program.
- D. Artist will participate in public relations and educational programming of the CityScapes program.
- E. Artist will assume responsibility for travel expenses incurred during participation in CityScapes program.



#### 4. HOLD HARMLESS

For and in consideration of the Council and City entering into the Birmingham Outdoor Sculpture Agreement and for exhibiting or displaying the Artist's Sculpture, Artist hereby assumes responsibility and liability for, and hereby holds harmless the City and the Council, and their respective officer's directors, employees and agents, from and against and all liabilities, expenses (including but not limited to attorneys fees) judgments, damages, awards and claims of every kind, nature and character whatsoever, that may result from damage to or theft of the Sculpture while in the possession of the Council, while being installed, while being removed or while on public display on the City's property.

#### 5. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, heirs, personal representatives and assigns.

#### 6. TRANSFEREES

Artist covenants that he/she will not sell or otherwise dispose of his/her Sculpture in any manner whatsoever without procuring from any such transferee ratification and affirmation of all the terms of this Agreement and transferee's agreement to be bound by and perform all of Artist's covenants set forth herein.

#### 7. FREELY MADE

The parties hereto acknowledge and agree that they have completely read, fully understood and have freely and voluntarily executed this Agreement after having had discussed or had the opportunity to discuss this Agreement with their legal counsel.

#### 8. ENTIRE AGREEMENT

This Agreement, and any agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith, contains the entire agreement of the parties hereto and no party shall be bound by anything not express in writing.

#### 9. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

WITNESSES:

Donna Babcock

"ARTIST"

By: Herb Babcock  
Herb Babcock

Joe Valente

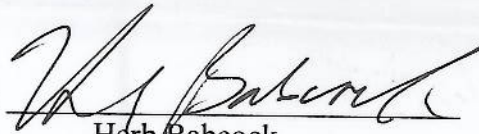
"CULTURAL COUNCIL OF  
BIRMINGHAM/BLOOMFIELD"

By: Cindy G. Cheaves  
Cindy G. Cheaves  
Title: President

**EXHIBIT A**  
**Release**  
CityScapes - Outdoor Sculpture

IN CONSIDERATION of the City's display of an artwork owned by me, on public property, I hereby grant to the City of Birmingham, its officers and employees, the right to photograph my artwork and the further right to use photographic images of the work in promotional material prepared by or for the City of Birmingham.

Signed:

  
Herb Babcock

**ADDENDUM TO MAY 15, 2006  
CITYSCAPES - OUTDOOR SCULPTURE AGREEMENT**

Cultural Council of Birmingham/Bloomfield ("COUNCIL") and Ray Katz ("ARTIST") hereby shall amend their May 15, 2006 contract as follows:

1. Council and Artist agree to Artist's continued display of sculpture for an additional twelve (12) months through May 15, 2008;
2. Council and Artist agree that Artist may remove the sculpture with two weeks written notice to Council of Artist's intent.

WITNESSES:

\_\_\_\_\_

"ARTIST"

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

Ray Katz

"CULTURAL COUNCIL OF  
BIRM/BLOOMFIELD"

Christa Swinsh

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

Cindy G Cheaves  
President

**ADDENDUM TO MAY 15, 2006  
CITYSCAPES - OUTDOOR SCULPTURE AGREEMENT**

Cultural Council of Birmingham/Bloomfield ("COUNCIL") and Ray Katz ("ARTIST") hereby shall amend their May 15, 2006 contract as follows:

1. All terms and conditions outlined in the May 15<sup>th</sup> CityScapes – Outdoor Sculpture Agreement and subsequent Addendums shall remain in effect and shall be amended as described herein.
2. Council and Artist agree to Artist's continued display of sculpture through May 15, 2009.
3. Council and Artist agree that Artist may remove the sculpture with two weeks written notice to Council of Artist's intent.

WITNESSES:

Nelson Nelson

"ARTIST"

By:

Ray Katz 06/10/08  
Ray Katz

"CULTURAL COUNCIL OF  
BIRM/BLOOMFIELD"

William J. ...

By:

Cindy G. Cheaves  
Cindy G Cheaves  
President

**ADDENDUM TO MAY 15, 2006  
CITYSCAPES - OUTDOOR SCULPTURE AGREEMENT**

Cultural Council of Birmingham/Bloomfield ("COUNCIL") and Russell Thayer ("ARTIST") hereby shall amend their May 15, 2006 contract as follows:

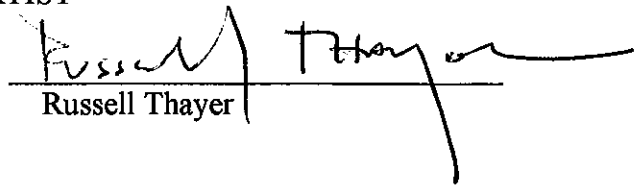
1. Council and Artist agree to Artist's continued display of sculpture for an additional eighteen (18) months through November 15, 2008;
2. Council and Artist agree that Artist may remove the sculpture with two weeks written notice to Council of Artist's intent.

WITNESSES:



"ARTIST"


By:

  
Russell Thayer

"CULTURAL COUNCIL OF  
BIRM/BLOOMFIELD"



By:

  
Cindy G Cheaves  
President

**ADDENDUM TO MAY 31, 2006  
CITYSCAPES - OUTDOOR SCULPTURE AGREEMENT**

Cultural Council of Birmingham/Bloomfield ("COUNCIL") and Terry Lee Dill ("ARTIST") hereby shall amend their May 31, 2006 contract as follows:

1. Council and Artist agree to Artist's continued display of sculpture for an additional twelve (12) months through May 31, 2008;
2. Council and Artist agree that Artist may remove the sculpture with two weeks written notice to Council of Artist's intent.

WITNESSES:

Rachel Jane Dill

"ARTIST"  
By: Terry Lee Dill  
Terry Lee Dill

"CULTURAL COUNCIL OF  
BIRM/BLOOMFIELD"

Christa Ziminski

By: Cindy G Cheaves  
Cindy G Cheaves  
President

**ADDENDUM TO MAY 31, 2006  
CITYSCAPES - OUTDOOR SCULPTURE AGREEMENT**

Cultural Council of Birmingham/Bloomfield ("COUNCIL") and Terry Lee Dill ("ARTIST") hereby shall amend their May 31, 2006 contract as follows:

1. All terms and conditions outlined in the May 31<sup>st</sup> CityScapes – Outdoor Sculpture Agreement and subsequent Addendums shall remain in effect and shall be amended as described herein.
2. Council and Artist agree to Artist's continued display of sculpture through May 31, 2009.
3. Council and Artist agree that Artist may remove the sculpture with two weeks written notice to Council of Artist's intent.

WITNESSES:

*Alfred J. Smith*

"ARTIST"

By: *Terry Lee Dill*

Terry Lee Dill

*7/18/2007*

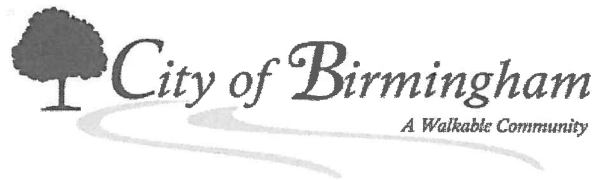
"CULTURAL COUNCIL OF  
BIRM/BLOOMFIELD"

*William J. McCarty*

By: *Cindy G. Cheaves*

Cindy G Cheaves  
President





## PUBLIC ARTS BOARD

City Code - Chapter 78, Article V

Terms - 3 years

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

Objectives -

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

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
<b>Heller</b>	<b>Barbara</b>	(248) 540-1310	1/28/2002	1/28/2018
176 Linden		(313) 833-7834	Resident Member	
Birmingham	48009	<i>bheller@dia.org</i>		
<b>Klinger</b>	<b>Phyllis</b>	(248) 594-4240	3/18/2013	1/28/2018
1844 Bowers			Resident Member	
Birmingham	48009	<i>pklingerlawfirm@yahoo.com</i>		
<b>Mettler</b>	<b>Maggie</b>	(248) 703-8006	1/12/2015	1/28/2019
544 Wallace			Resident Member	
Birmingham	48009	<i>mlmettler@gmail.com</i>		
<b>Ritchie</b>	<b>Anne</b>	(248) 635-1765	9/12/2016	1/28/2017
1455 South Eton				
Birmingham	48009	<i>a_ritchie@msn.com</i>		

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address	E-Mail			
<b>Roberts</b>	<b>Mary</b>	(248) 535-9871	9/12/2016	1/28/2019
2352 Buckingham				
Birmingham	48009	<i>maryroberts49@gmail.com</i>		
<b>Suchara</b>	<b>Ava</b>	(248) 645-1319	2/8/2016	12/31/2016
2160 Fairway			Student Representative	
Birmingham	48009	<i>asuchara@comcast.net</i>		
<b>VACANT</b>				1/28/2017
<b>Wells</b>	<b>Linda</b>	(248) 647-1165	2/11/2013	1/28/2019
588 Cherry Ct.			Resident Member	
Birmingham	48009	<i>lawells126@gmail.com</i>		

**PUBLIC ARTS BOARD**

2016

	J	F	M	A	M	J	J	A	S	O	N	D
BARBARA HELLER				P					P	P	P	100%
PHYLLIS KLINGER				A					A	A	A	0
MAGGIE METTLER				P					P	P	P	100
ANNE RITCHIE				**					P	P	A	66
MARY ROBERTS				**					A	P	P	66
LINDA WELLS				P					P	P	P	100
AVA SUCHARA				P					P	A	A	50

**X = Meeting Cancelled**

\* = Member Resigned

**\*\* = Member Not Yet Appointed**

2015

	J	F	M	A	M	J	J	A	S	O	N	D	%
BARBARA HELLER						P		P				P	100%
MAGGIE METTLER						P		P				P	100%
SALLY PARSONS						P		P				P	100%
LINDA WELLS						P		P				P	100%
PHYLLIS KLINGER						A		A				A	0%
DIANE KOWALESKI						A		A				A	0%
KARA LIVIDINI						A		A				A	0%
SYDNEY ROSEN						A		A				A	0%
MAYA SALINAS						P		A				P	50%

**X = Meeting Cancelled**

2014

[illegible]

**CITY OF BIRMINGHAM**

**ORDINANCE NO. 1773**

**AN ORDINANCE TO AMEND CHAPTER 78, PARKS AND RECREATION, OF THE CITY CODE OF THE CITY OF BIRMINGHAM, TO ADD A NEW ARTICLE, FOR THE ESTABLISHMENT OF THE PUBLIC ARTS BOARD.**

**THE CITY OF BIRMINGHAM ORDAINS:**

**Chapter 78, Parks and Recreation, Article V, of the Birmingham City Code is hereby amended to read as follows:**

**ARTICLE V. PUBLIC ARTS BOARD**

**78-100. Definitions.**

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

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

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

*Competition*, means a process established by the Public Arts Board to review specific art work(s) for a specific site, for the purposes of making a recommendation to the Public Arts Board.

*Jury*, means an ad hoc committee or individual appointed by the Public Arts Board to review specific art work(s) for the purposes of making a recommendation to the Public Arts Board.

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

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

**78-101. Created.**

There is hereby created a Public Arts Board for the City of Birmingham. The Public Arts Board is a locally organized board and is not established by any enabling legislation of the State of Michigan.

#### **78-102. Composition and terms of members.**

The Public Arts Board shall be appointed by the City Commission and consists of the City Manager and his/her designated representative(s) as nonvoting ex-officio members and seven (7) voting members.

At least four (4) members of the Public Arts Board shall be residents of the City of Birmingham. The remaining members and ex-officio members may or may not be residents of the City of Birmingham.

In so far as possible, the members shall represent a major cultural institution such as Cranbrook Academy and/or the Detroit Institute of Arts, The Birmingham/Bloomfield Art Center (BBAC), a registered architect of the State of Michigan, an artist, an art historian and an art consultant. Members of the Public Arts Board may also be members of the Historic District and Design Review Commission; the Parks and Recreation Board; or, the Planning Board.

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

#### **78-103. Vacancies.**

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

#### **78-104. Compensation.**

The members of the Public Arts Board shall serve as such without compensation.

#### **78-105. Removal.**

Members of the Public Arts Board may, after a public hearing, may be removed without cause by a majority vote of the City Commission.

#### **78-106. Organization and election of officers.**

The Public Arts Board shall, from its appointed members, annually elect a chairperson and vice-chairperson whose terms of office shall be fixed by the Rules of Procedure of the Public Arts Board. The chairperson shall preside over the Public Arts Board and shall have the right to vote. The vice-chairperson shall, in absence, or disability of the chairperson perform the duties of the chairperson and shall have the right to vote. The City Manager or his or her authorized representative shall act as secretary of the Public Arts Board, and maintain a record of all of its proceedings.

The Public Arts Board shall, at its first meeting establish the Rules of Procedure for conducting its business.

#### **78-107. Meetings and Quorum.**

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

All meetings of the Public Arts Board shall be open to the public. Any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the Public Arts Board makes its recommendation to the City Commission.

At least four (4) members of the Public Arts Board shall constitute a quorum for the transaction of its business.

The proceedings of each meeting of the Public Arts Board, shall be recorded by the City Manager or his or her authorized representative, acting as secretary.

#### **78-108. Assistance.**

The Public Arts Board may call upon the City Manager for information and services from the various City Departments as it may require. The Public Arts Board may recommend to the City Commission the securing of professional and consulting services as it may require, however, no expenditures of funds shall be made or contracts entered into for providing such services unless the same shall first be approved and authorized by the City Commission.

#### **78-109. Objectives.**

To enrich the City's civic and cultural heritage, the Public Arts Board is established to provide a level of expertise and objectivity to recommend to the City Commission works of art to become the property of or for display upon property owned by the City of Birmingham.

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

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

#### **78-110. Duties.**

The Public Arts Board shall establish rules of procedure to describe the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work. (See sections 78-106 and 78-111).

With the exception of art works to be placed in museums or art galleries, the Public Arts Board shall have the responsibility to review all works of art to become the property of or placed upon property owned by the City of Birmingham. (See Section 78-109).

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

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

It shall also be the responsibility of the Public Arts Board to increase public awareness and promote education of the importance of public art as an enrichment of the quality of life for the residents, business owners, employees and visitors to the City of Birmingham.

The Public Arts Board shall prepare an annual report of its activities, accomplishments and a description of how the Public Arts Board has attempted to achieve its objectives. (See section 78-109). This report shall be presented to the City Commission.

#### **78-111. Review of Public Art.**

The Public Arts Board, within its Rules of Procedure, as set forth in section 78-106, shall establish its vision statement and processes for the review of public art works. The Public Arts Board may also appoint a Jury or hold Design Competitions for the selection and review of public art works. (See section 78-108).

The Public Arts Board shall make a recommendation regarding the proposed public art work to the City Commission. However, a positive recommendation shall not be required to advance the proposed artwork for review by the City Commission.

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

**78-112. Scope of Authority.**

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

The Public Arts Board is a non-administrative board serving to make recommendations to the City Commission but may not assume any legislative or administrative authority in the operation of any City Department or publicly owned property, except as specifically provided in this article.

ORDAINED this 17<sup>th</sup> day of December, 2001. Effective upon publication.

Dianne M. McKeon, Mayor

Nancy M. Weiss, City Clerk





## **RULES OF PROCEDURE FOR THE PUBLIC ARTS BOARD**

### **HISTORY**

The City of Birmingham has always recognized the importance of having a rich cultural environment. In 2001, Birmingham affirmed this commitment to its civic heritage by establishing a Public Arts Board. Ordinance #1773 assigns the Birmingham Public Arts Board with responsibility for reviewing and making recommendations to the City Commission as to the placement and display of loaned, donated and commissioned works of art within the City.

### **MISSION STATEMENT**

The Mission of the Birmingham Public Arts Board is to develop Public Art Programs that will enhance the cityscape, enrich the lives of residents and visitors, and promote a vital Arts community.

### **OBJECTIVES**

- Identify existing and potential future sites for the display of Public Art.
- Work with organizations, businesses, individuals and the city to maximize the opportunity for Public Art to be an integral part of all public and commercial projects.
- Create a vision and develop guidelines and procedures for the placing of Public Art of high caliber within the city.
- Establish strategies for identifying and securing sources of public funding and support of Public Art.
- Foster the exchange of information and ideas on Public Art.

### **REGULAR MEETINGS**

Regular meetings of the Public Arts Board, which are normally held in the Commission Room of the Municipal Building, 151 Martin Street, shall be open to the public, in compliance with the Michigan Open Meetings Act.

Regular Meetings shall be held at a time and place determined by the Public Arts Board unless canceled by vote of the Board or by lack of a quorum.

## **SPECIAL MEETINGS**

Special meetings may also be called, for such things as juries and competitions or other purposes provided the place and time is stated in a public notice and posted in compliance with the Michigan Open Meetings Act.

## **AGENDA**

The Board Meeting Agenda, including minutes, correspondence and reports, shall be distributed to the Public Arts Board on or before the Friday prior to the meeting date. Agendas shall also be made available for public review in the City Clerk's Office. Minutes shall not normally be read as part of the meeting.

## **PROCEDURE FOR THE ELECTION OF OFFICERS**

A temporary Chairperson shall be appointed by a majority vote of Public Arts Board to conduct the organizational meeting until a permanent Chairperson is appointed. A member of the Public Arts Board shall nominate, by motion, a member of the Board, which then must be supported from one other member. All nominating motions, having been supported, shall be voted on and a majority vote confirms the appointment for the respective Chair position. All appointments for the purpose of filling a vacancy of an officer position occurring otherwise than by expiration of term of office, shall be for the remainder of the term of office.

**CHAIRPERSON** - The Chairperson shall be appointed by a majority member vote of the Public Arts Board and shall serve a term of one (1) year from the date of appointment.

**VICE CHAIRPERSON** - The Vice-Chairperson shall be appointed by a majority member vote of the Public Arts Board and shall serve a term of one (1) year from the date of appointment.

## **PRESIDING OFFICER**

The Chairperson shall preside at all meetings of the Public Arts Board. In the absence or disability of the Chairperson, the Vice-Chairperson shall preside. In the absence or disability of both the Chairperson and the Vice-Chairperson, the Board shall elect one of its members to act as presiding officer.

The Chairperson shall possess all the rights and powers of any other Board Member; he or she shall not have the right of veto.

## **CONDUCT OF BUSINESS**

Public Arts Board Meetings shall be governed by the rules contained in the most recent edition of Robert's Rules of Order, Newly Revised in all instances in which they are applicable and not inconsistent with the statutes of the United States or the State of Michigan, or with the Charter of the City of Birmingham or these Rules of Procedure.

Board Members should be recognized by the presiding officer before speaking.

## **VOTING**

Four members of the Public Arts Board shall constitute a quorum; that the Board shall act in the form of a motion; and that a minimum of four votes shall be required to adopt any such motion.

The Public Arts Board may take action on any motion either by voice or by roll-call vote. A roll-call vote shall be taken if requested by any Board Member, the secretary, or any member of the public in attendance.

A motion may be amended or modified by combining the original motion and the modifications in one motion, provided all Public Arts Board Members agree to include the "friendly amendment" in the original motion.

A Board Member may abstain from voting on a motion if he or she: 1) has a conflict of interest; or 2) lacks sufficient information about the issue to be decided. Any Board Member who abstains from voting on a motion shall state, for the record, at the outset of the discussion both his or her intention to abstain and reason for doing so. Should the need to abstain become clear during discussion, the member shall state his or her intention at that time. The Board Member shall then be prohibited from participating in any further discussion or debate on the issue.

After a motion has been voted upon, any Board Member who voted on the prevailing side may move to "reconsider" said motion at the same meeting, or at the next regularly scheduled meeting, provided no action has been taken as a result of the previous vote.

General consent or consensus (in lieu of a motion) may be used to give direction. In this case, the minutes shall indicate that a majority consented.

## **CITIZEN PARTICIPATION**

During any Public Arts Board meeting, any person may question or comment upon any specific agenda item at the time the Public Arts Board considers that item.

For all other items, the public shall also be invited to make comments under the agenda item, "Meeting Open To The Public For Items Not On The Printed Agenda."

No person shall address the Public Arts Board without first having been recognized by the presiding officer. Once recognized, the member of the public shall go to one of the available microphones, and state his or her name and community of residence before speaking.

Speakers may be requested to limit their comments so as to provide opportunities for comments from all interested persons. In particular, no member of the public shall normally be permitted to speak a second time on the same issue until all others wishing

to make a presentation on the subject have had an opportunity to do so.

If any person becomes loud or unruly, the presiding officer may rule that person out of order and may forfeit that person's opportunity to speak further. A person may also be expelled from the meeting for breach of the peace.

## **PROCEDURE FOR THE REVIEW OF PUBLIC ART WORK**

### **Public Art Loans, Donations and Commissions Policies**

The Public Arts Board will give due consideration to all Loans and Donations of Public Art. From time to time, the Public Arts Board may also initiate a commission of Public Art.

A detailed description and budget will be required for each proposed Public Art project. Final recommendations to the City Commission will be based on a review of the Public Art itself, the site, funding sources, and costs associated with installation and maintenance.

It is recognized that Public Art projects may be presented in a variety of forms and that each proposal is unique. Because of City's limited resources, the Board will only be able to recommend programs that clearly further the objectives of the Commission.

**Loans:** All loans will be for a specified amount of time and will be documented and monitored while under the responsibility of the City of Birmingham. The Arts Board must approve all loans. The appropriate city agencies must approve of the recommended placement, safety concerns and other issues as defined under procedures. There will be an agreement between the Owner/Agent for Owner and the City prior to receipt and installation of the loan. The terms of the agreement, its renewal and return status will comply with applicable laws governing the City of Birmingham.

**Gifts, Bequests and Purchases** must be duly vetted when offered by an artist, dealer or related party or by the spouse or family of any of the above. The Arts Board is responsible for reviewing this information to ensure compliance with City of Birmingham ordinances and policies. The Owner/Agent for Owner must submit proof of clear title of the work of art and available provenance data before any work shall be accepted for gift or purchase. A Deed of Gift transferring title of a work of art shall be signed by the Donor/Agent for Donor. Gifts for Resale may be installed on public property during a time when a donor or donors are being solicited.

### **Procedure for Loan, Bequest or Gifts of Works of Art**

The Birmingham Public Arts Board will consider the loan, bequest or gift of works of art under the following criteria:

The Owner/Agent for Owner must complete a Preliminary Application for Artwork to be Displayed on Public Property and submit it to the Birmingham City Clerk's office at least two weeks prior to a regularly scheduled Public Arts Board meeting for review by the Board.

The Preliminary Application must include all of the following information before it can be considered:

- Artist/project name, title, date, dimensions, materials and inscriptions
- Complete description of the work of art
- Location, condition, maintenance
- Narrative/rationale for gift/loan or temporary installation
- Relationship of owner/agent of owner to artist
- Digital images or slides of the artwork
- Resume or biography of the artist

The **Guidelines for Review** used in the selection of Public Art shall contain consideration in the following areas: content, design and materials, safety and liability, operations and maintenance costs. These criteria may be altered to accommodate individual circumstances and objectives.

The Public Arts Board may select or appoint a jury or hold a competition for the review of any public art project. The jury or competition for any public art project shall serve the Public Arts Board as an ad hoc committee for the duration of the project only.

If approved in concept, a Birmingham Public Art Continuation Form must be attached to the preliminary application with the following additional information:

1. Safety concerns/environmental impact
2. Ancillary support requirements (mounting brackets, concrete footings, etc)
3. Proposed site location (suggestions welcomed but not guaranteed)
4. Installation plan
5. Proposed installation schedule
6. Date of pick-up or delivery
7. Maintenance requirements
8. Answers to specific questions or concerns raised by the Arts Board
9. Remarks on the work of art including but not limited to publication, articles
10. Restrictions or copyright
11. Credit line

If the Public Arts Board recommends/approves of the work of art and its location, the Public Art form will be circulated to the appropriate city boards and city staff for review and approvals.

Upon approval by the City Commission, the Arts Board will notify the Owner/Agent for Owner if the City has approved of the loan, gift or bequest. After an executed loan agreement or deed of gift is received by the City Clerk's office, an implementation schedule can be developed.

## **Policy for Commissioning a Work of Public Art**

**Commissioning** is the formal process used to invite a specific artist to submit a proposal or several artists to submit a proposal for a specific site or project.

**Call for Entries** shall be done in a competitive and open process in which any artist may enter. Alternately the Arts Board may select certain artists to submit concept proposals for a certain site-specific project, based upon their prior experience with designing, fabricating and installing public art. The Board will review the submitted entries and make a selection of those they wish to send a RFP requesting detailed proposals.

A RFP shall be sent to any number of artists, whether local, regional, national or international depending upon the project. A fee will be paid to the artist who is selected to carry out the commission.

A commissioned work of art will become the property of the City of Birmingham and become accessioned into the City collection.

### **Procedure**

After determining a site or site-specific project in conjunction with the appropriate city boards, call for entries will be sent to any number of artists or to a selected list of potential artists for an open competition. Deadlines for submission shall be published. The Board will review the entries and make a selection of those they wish to send an RFP requesting detailed proposals.

The Board shall specify the criteria by which each commission shall be judged. The RFPs shall be reviewed using the same Guidelines for Review used in the selection of all Public Art. The following areas will be considered: content, design and materials, safety and liability, operations and maintenance costs. These criteria may be altered to accommodate individual circumstances.

The Public Arts Board may select or appoint a jury or hold a competition for the review of any public art project. The jury or competition for any public art project shall serve the Public Arts Board as an ad hoc committee for the duration of the project only.

The installation documentation shall be retained in the collection records.

### **Contracts**

Following the selection of an artist whose work is to be either commissioned or donated, that artist or donor shall enter into a written contractual agreement with the City. All agreements shall be in a form acceptable to the City and approved by the City

Commission. The executed agreement shall be filed with the City Clerk.

### **STATEMENT OF ETHICAL RESPONSIBILITY**

Members of the Public Arts Board will act in accord with Birmingham ordinances. It is of benefit to the City of Birmingham that the Public Arts Board works collaboratively with the public, galleries, and arts organizations to fulfill the Board's mission. However, it is not the Board's intention to promote any artist or commercial art enterprise. The Public Arts Board will entertain proposals made at large if the activity, purchase or program fulfills the objectives of the Board. When a proposal is made that may result in economic benefit to the donor/agent for donor, the Public Arts Board requires full disclosure.

### **AMENDMENT OR SUSPENSION OF THE RULES OF PROCEDURE**

These rules may be changed at any meeting of the Public Arts Board by a 2/3 (5) member vote.

Adopted by the Public Arts Board on 11/27/02  
Date

Signed by Mary M. Denison  
Chairperson

Marilyn L. Wheaton  
Vice-Chairperson

## Birmingham Public Arts Board Rules of Procedure Glossary

### Defined Terms:

**Accessioning** is the formal process used to accept and record an object into the collection. Items accessioned into a collection whether by gift, bequest, or purchase are intended to be retained for the long term.

**Acquisition** is an object that is the legal property of the City of Birmingham. Transfer of title will occur in all instances whether by purchase, commission or gift/donation, or bequest.

**Call for Entries** is an open process in which any artist may enter a competition for a Public Art project or artists may be requested to submit proposals for a certain site-specific project, based upon their prior experience with designing, fabricating and installing Public Art.

**Collections Management** is the body of city practices and procedures that allow for the prudent acquisition, documentation, care, preservation, security, loan, disposal and accountability of objects.

**Commissioning** is the formal process used to invite a specific artist to submit a proposal or several artists to submit a concept proposal for a specific site or project. A fee will be paid to the artist who is selected to carry out the commission.

**Condition Report** is a written and/or photograph report that describes the physical state and appearance of a work of art including structure, materials, condition, alterations, changes or damage. These identifying features make each work of art unique.

**Deaccessioning** is the formal process used to remove an accessioned object from a collection permanently.

**Deed of Gift** is a transfer of ownership from a donor to the city. This document should also include any available provenance data.

**Inventory** is the process of creating and maintaining a contemporaneous reconciled record of all objects for which the City of Birmingham is responsible.

**Loan** is the temporary transfer of objects to or from the City of Birmingham for the stated purposes. The transfer does not involve a change of ownership.

**Owner's Declared Value** is that stated by the Owner/Agent for Owner and is not verified by the City of Birmingham.

**Physical Inventory** is the recording of objects physically present in a particular



location or in several locations subject to the control of the city of Birmingham.

**Reconciliation** is the comparison of the physical inventory with available documentation in order to make an informed judgment on the status and extent of objects actually under the City of Birmingham control.

**Records** are the documentation that physically identifies, describes the legal status of, and historically traces the use, care, and activities of objects in the City's control.

**Registration** is the overall procedure for officially recording and monitoring of object transactions, including their acquisition, accession, loan, movement, care, shipping, and deaccessioning.

**RFP** (request for proposal) is a formal process whereby proposals are solicited. A RFP can be sent out to any number of artists, whether local, regional, national or international depending upon the project.

**Verification** is the periodic checking of the accuracy of records. Verification includes matching the location on record with the actual location of the object.