

AGENDA
BIRMINGHAM HISTORIC DISTRICT COMMISSION
WEDNESDAY – NOVEMBER 3rd 2021
BIRMINGHAM CITY HALL, 151 MARTIN ST., COMMISSION ROOM #205 *
******* 7:00 PM*******

The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. Oakland County is currently classified as a substantial transmission area. **The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.**

- 1) Roll Call
- 2) Approval of the HDC Minutes of July 21st, 2021, September 1st, 2021, and October 20th, 2021
- 3) Courtesy Review
- 4) Historic Design Review
- 5) Sign Review
 - A. 166 W. Maple - Relay
- 6) Study Session
 - A. CLG Grant – Historic Design Guidelines
- 7) Miscellaneous Business and Communication
 - A. Pre-Application Discussions
 - B. Draft Agenda
 1. November 17th, 2021
 - C. Staff Reports
 1. Administrative Sign Approvals
 2. Administrative Approvals
 3. Demolitions
 4. Action List 2021
- 8) Adjournment

*Please note that board meetings will be conducted in person once again. Members of the public can attend in person at Birmingham City Hall, 151 Martin St., OR may attend virtually at:

Link to Access Virtual Meeting: <https://zoom.us/j/91282479817>
Telephone Meeting Access: 877 853 5247 US Toll-free
Meeting ID Code: 912 8247 9817

Notice: Individuals requiring accommodations, such as interpreter services for effective participation in this meeting should contact the City Clerk's Office at [\(248\) 530-1880](tel:2485301880) at least on day in advance of the public meeting.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:2485301880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

A PERSON DESIGNATED WITH THE AUTHORITY TO MAKE DECISIONS MUST BE PRESENT AT THE MEETING.

Historic District Commission
Minutes Of July 21, 2021
151 Martin Street, City Commission Room 205, Birmingham, MI

The HDC selected Michael Willoughby as temporary chair of the meeting.

Minutes of the regular meeting of the Historic District Commission ("HDC") held Wednesday, July 21, 2021. Temporary Chair Michael Willoughby called the meeting to order at 7:05 p.m.

1) Rollcall

Present: Board Members Natalia Dukas, Dustin Kolo, Patricia Lang, Michael Willoughby; Student Representative Charles Cusimano (Birmingham, MI)

Absent: Chair John Henke; Board Members Gigi Debbrecht, Keith Deyer; Alternate Board Members Steven Lemberg, Cassandra McCarthy; Student Representative Elizabeth Wiegand

Administration: Nicholas Dupuis, City Planner
Laura Eichenhorn, City Transcriptionist

07-071-21

2) Approval Of Minutes

Ms. Dukas noted she voted against the motion for 138 S. Old Woodward – D.U.R. Waiting Room. She asked that the minutes be updated to reflect the 6-1 vote.

Motion by Ms. Dukas

Seconded by Ms. Lang to approve the HDC Minutes of July 7, 2021 as amended.

Motion carried, 4-0.

ROLL CALL VOTE

Yeas: Dukas, Lang, Kolo, Willoughby

Nays: None

07-072-21

3) Courtesy Review

None.

07-073-21

4) Historic Design Review

None.

07-074-21

5) Sign Review

None.

07-075-21

6) Study Session

A. NAPC CAMP Commissioner Training and B. Promoting Historic Preservation

The HDC discussed both topics together.

Ms. Dukas gave a brief introduction to the topic of the NAPC CAMP Commissioner Training.

It was noted that this conversation would be worth continuing on a night where more of the HDC was present.

The HDC decided to schedule a further discussion of increasing the HDC member's skills and promoting historic preservation for their October 6, 2021 meeting. They asked CP Dupuis to ask members of the Historic District Study Committee to attend the meeting as well.

There was enthusiasm among the HDC members present for being more proactive in promoting historic preservation through education and outreach.

Temporary Chair Willoughby said working more on the historic design guidelines would be beneficial. He noted scale was one particular issue that needed more definition. He said having those guidelines for the Planning Department to send out to construction projects would be beneficial.

CP Dupuis noted that the HDC had just received the previously applied for CLG grant money to review the historic design guidelines. In reply to HDC inquiry, CP Dupuis also stated that the Planning Department and the City administration more generally were supportive of historic preservation efforts.

CP Dupuis told the HDC members he would be happy to meet one-on-one with them as well to discuss other historic preservation possibilities.

07-076-21

7) Miscellaneous Business and Communication

A. Pre-Application Discussions

B. Draft Agenda for Next Meeting

C. Staff Reports

1. Administrative Sign Approvals

2. Administrative Approvals

3. Demolitions

4. Action List - 2021

07-077-21

Adjournment

Motion by Ms. Lang

Seconded by Ms. Dukas to adjourn the HDC meeting of July 21, 2021 at 7:23 p.m.

Motion carried, 4-0.

ROLL CALL VOTE

Yeas: Lang, Kolo, Willoughby, Dukas

Nays: None

Nicholas Dupuis
City Planner

**Historic District Commission
Minutes Of September 1, 2021**

151 Martin Street, City Commission Room 205, Birmingham, MI

Minutes of the regular meeting of the Historic District Commission ("HDC") held Wednesday, September 1, 2021. Chair John Henke called the meeting to order at 7:00 p.m.

1) Rollcall

Present: Chair John Henke; Board Members Gigi Debbrecht, Natalia Dukas, Dustin Kolo, Michael Willoughby; Alternate Board Member Steven Lemberg; Student Representative Charles Cusimano (Birmingham, MI)

Absent: Board Members Keith Deyer, Patricia Lang; Alternate Board Member Cassandra McCarthy; Student Representative Elizabeth Wiegand

Administration: Nicholas Dupuis, City Planner
Laura Eichenhorn, City Transcriptionist

09-085-21

2) Approval Of Minutes

Since the July 21, 2021 minutes were not included in the evening's agenda for approval, it was noted that those minutes would be voted on along with the present minutes at the October 6, 2021 meeting.

Motion by Mr. Willoughby

Seconded by Ms. Debbrecht to approve the HDC Minutes of August 4, 2021 as submitted.

Motion carried, 5-0.

VOICE VOTE

Yeas: Dukas, Henke, Lemberg, Debbrecht, Willoughby

Nays: None

Abstain: Kolo

09-086-21

3) Courtesy Review

None.

09-087-21

4) Historic Design Review

A. 160 W. Maple – Dick O' Dows

CP Dupuis reviewed the item. He noted that the applicant was asked to keep their outdoor tables and chairs entirely on private property in order to maintain the five-foot pedestrian path.

Mitch Black, owner, was available on behalf of the application.

Motion by Mr. Willoughby

Seconded by Ms. Dukas to approve the Design Review application for 160 W. Maple – Dick O’ Dows with the following conditions:

- 1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.**

Motion carried, 6-0.

VOICE VOTE

Yeas: Dukas, Henke, Kolo, Lemberg, Debbrecht, Willoughby

Nays: None

09-088-21

5) Sign Review

None.

09-089-21

6) Study Session

A. Promoting Historic Preservation

CP Dupuis introduced the item.

Ms. Dukas spoke about the item.

In reply to Ms. Debbrecht, CP Dupuis stated that the HDSC was in the process of photographing Wallace Frost and heritage homes, and would continue on to photographing historic homes next. He noted that the Building Department notifies the Planning Department anytime a historic home pulls a permit for work, and explained that the issue tends to be more one of unpermitted work. He stated that the City was working on a user-friendly version of the design guidelines for historic homes so owners are more clear on what is allowed.

The HDC requested that CP Dupuis send them the list of historic homes in Birmingham.

The HDC discussed adding images and a brief description of each historic home to the list.

Mr. Kolo and Chair Henke said they approved of the list of proposed historic preservation promotion measures recommended by CP Dupuis.

Mr. Kolo added that he remained interested in opportunities for training.

CP Dupuis said that training with the Michigan Historic Preservation Network (MHPN) should be required for all new members of the Historic District Commission.

Chair Henke said that after the November 2021 Commission election the HDC should reach out to see if some funding for heritage plaques and other historic preservation measures might be made available.

In reply to Chair Henke, CP Dupuis stated that a link to the annual MHPN resource guide could be provided on the City's website for the benefit of the City's historic home owners.

The HDC discussed sending a new homeowner letter to new owners of historic homes immediately after a purchase.

CP Dupuis said he could ask the Treasury Department to notify the Planning Department when property transfer statements are submitted for historic homes.

There was HDC consensus that CP Dupuis should proceed with planning the implementation of the historic preservation measures as outlined in the evening's agenda.

09-090-21

7) Miscellaneous Business and Communication

- 1. Administrative Sign Approvals**
- 2. Administrative Approvals**
- 3. Demolitions**
- 4. Action List 2021**

09-091-21

Adjournment

Motion by Ms. Dukas

Seconded by Ms. Debbrecht to adjourn the HDC meeting of September 1, 2021 at 7:40 p.m.

Motion carried, 6-0.

VOICE VOTE

Yeas: Dukas, Henke, Kolo, Lemberg, Debbrecht, Willoughby

Nays: None

Nicholas Dupuis
City Planner

DRAFT

**Historic District Commission
Minutes Of October 20, 2021**

851 S. Eton St., Department of Public Services, Birmingham, MI

Minutes of the regular meeting of the Historic District Commission ("HDC") held Wednesday, October 20, 2021. Chair John Henke called the meeting to order at 7:00 p.m.

1) Rollcall

Present: Chair John Henke; Board Members Gigi Debbrecht, Dustin Kolo; Alternate Board Members Steven Lemberg, Cassandra McCarthy; Student Representatives Charles Cusimano, Elizabeth Wiegand

Absent: Board Members Keith Deyer, Natalia Dukas, Patricia Lang, Michael Willoughby

Administration: Nicholas Dupuis, Planning Director ("PD")
Rebekah Craft, Baldwin Library Director ("BLD")
Laura Eichenhorn, City Transcriptionist

10-092-21

2) Approval Of Minutes

The HDC moved approval of the July 21st, 2021 and September 1st, 2021 meetings to the November 3, 2021 meeting.

10-093-21

3) Courtesy Review

A. 300 W. Merrill – Baldwin Public Library

PD Dupuis and BLD Craft presented the item.

PD Dupuis corrected an error from the memorandum, explaining that armstrong maples were being proposed and not purple beech.

Chair Henke said he was concerned with both the speed of growth for armstrong maples and the height, stating that they might hide the architectural features on the north side of the building. He recommended that BLD Craft re-consult with the landscaper.

PD Dupuis noted the trees are a removable element.

BLD Craft noted that the armstrong maples would only be blocking the restroom windows on the north side of the building.

Motion by Mr. Kolo

Seconded by Ms. Debbrecht to approve the Historic Design Review application and issue a Certificate of Appropriateness for 300 W. Merrill – Baldwin Public Library –

provided the condition(s) below are met. The Secretary of the Interior's Standards for Rehabilitation standard numbers 1, 2, 3 and 9 will be met upon fulfillment of the condition(s):

- 1. The Historic District Commission APPROVES the non-cutoff light fixtures in the Children's Garden.**

Motion carried, 5-0.

VOICE VOTE

Yeas: Debbrecht, Henke, Kolo, Lemberg, McCarthy

Nays: None

10-094-21

4) Historic Design Review

A. 210 S. Old Woodward – Zana

PD Dupuis presented the item. He confirmed that the signage shown on page 44 of the photometric plan was a previous design and had been revised. He confirmed that the revised version would be submitted for the City Commission's review.

John Gardner, architect, was present on behalf of the application.

Chair Henke noted that he represents Rivage, which is the second-floor tenant of 210 S. Old Woodward.

Motion by Ms. Debbrecht

Seconded by Mr. Kolo to approve the Design Review application for 210 S. Old Woodward – Zana – with the following conditions:

- 1. The Historic District Commission approves the vertically oriented sign located outside of the Sign Band; and,**
- 2. The Historic District Commission approves the projection into the S. Old Woodward right-of-way.**

Motion carried, 5-0.

VOICE VOTE

Yeas: Debbrecht, Kolo, Lemberg, McCarthy, Henke

Nays: None

B. 255 S. Old Woodward

PD Dupuis presented the item.

John Gardner, architect, was present on behalf of the application. He confirmed the Ginko trees would be non-fruit-bearing.

Chair Henke expressed appreciation for the redesign being proposed.

Motion by Mr. Kolo

Seconded by Ms. Debbrecht to approve the Design Review application for 255 S. Old Woodward with the following condition:

- 1. The Historic District Commission approves the non-cutoff light fixtures in the walkways.**

Motion carried, 5-0.

VOICE VOTE

Yeas: Kolo, Debbrecht, Lemberg, McCarthy, Henke

Nays: None

10-095-21

5) Sign Review

None.

10-096-21

6) Study Session

None.

10-097-21

7) Miscellaneous Business and Communication

Mr. Lemberg raised the possibility of installing historic signage on both ends of the Bates Street Historic District, and also installing some informational signage in front of the historic homes on the block.

The HDC asked PD Dupuis to further pursue the idea.

Chair Henke noted a resident had recently asked him if a moratorium on demolitions would be possible for homes 50 years or older. He stated he explained that was not possible, but that the concern should be communicated to the City Commission.

- 1. Administrative Sign Approvals**
- 2. Administrative Approvals**
- 3. Demolitions**
- 4. Action List 2021**

10-098-21

Adjournment

Motion by Ms. Debbrecht

Seconded by Mr. Kolo to adjourn the HDC meeting of October 20, 2021 at 7:45 p.m.

Motion carried, 6-0.

VOICE VOTE

Yeas: Dukas, Henke, Kolo, Lemberg, Debbrecht, Willoughby

Nays: None

A handwritten signature in blue ink, appearing to read 'Nicholas Dupuis', is written over a large, light gray 'DRAFT' watermark that runs diagonally across the page.

Nicholas Dupuis
Planning Director



MEMORANDUM

Planning Division

DATE: November 3rd, 2021

TO: Historic District Commission

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 166 W. Maple – Relay – Design Review (Sign)

The applicant has submitted a Design Review (Sign) application for a name letter sign proposed in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. The building is also located in the Downtown Historic District, and is a locally designated historic resource (Leonard Building), which requires a review by the Historic District Commission.

Signage:

As mentioned above, the applicant is proposing to install a new name letter sign on a historic building. The sign is proposed at 3.3 sq. ft., and is located centrally between the 2nd floor windows. A breakdown of the proposed and existing signage is provided below:

Content	Type	Location	Area (sq. ft.)
"Relay"	Name Letter	Between 2 nd floor windows	3.3
"Caruso Caruso"	Projecting Sign	Sign band @ west end	3.1
Caruso Caruso Logos	Canopy Sign	Main entrance	7.5
Total Proposed	-	-	13.9
Total Permitted	-	-	36

At this time, the proposed sign meets the requirements of the Sign Ordinance in regards to combined sign area, as well as projection from the building face (0.5 in. projection). However, the location of the sign outside of the sign band between the 2nd floor windows is a unique condition which has not been observed anywhere else within the Central Business Historic District.

Article 1, Table B of the Sign Ordinance states that name letter signs that project more than 3 in. from the building facade shall not be attached to the outer wall at a height of less than 8 ft. above a public sidewalk. The sign proposed projects 0.5 in. from the façade and thus, there appears to be no location restrictions based on the Sign Ordinance. However it is worth noting that both wall signs and projecting signs are required to be located within the sign band per Table B. Sign band is defined as follows:

A horizontal band extending the full width of the building facade and located between the highest first floor windows and the cornice, or if there is more than one story, the highest first floor windows and the bottom of the second floor windows.

Sign Review Requirements:

Sign review approval shall be granted only upon determining the following:

1. The scale, color, texture and materials of the sign being used will identify the business succinctly, and will enhance the building on which it is located, as well as the immediate neighborhood.
2. The scale, color, texture and materials of the sign will be compatible with the style, color, texture and materials of the building on which it is located, as well as neighboring buildings.
3. The appearance of the building exterior with the signage will preserve or enhance, and not adversely impact, the property values in the immediate neighborhood.
4. The sign is neither confusing nor distracting, nor will it create a traffic hazard or otherwise adversely impact public safety.
5. The sign is consistent with the intent of the Master Plan, Urban Design Plan(s), and/or Downtown Birmingham 2016 Report, as applicable.
6. The sign otherwise meets all requirements of this Chapter.

Additionally, due to the historic designation of the building, the review standards outlined in Chapter 127, Section 127-11 also apply:

1. In reviewing plans, the commission shall follow the U.S. secretary of the interior's standards for rehabilitation and guidelines for rehabilitating historic buildings as set forth in 36 C.F.R. part 67. Design review standards and guidelines that address special design characteristics of historic districts administered by the commission may be followed if they are equivalent in guidance to the secretary of interior's standards and guidelines and are established or approved by the state historic preservation office of the Michigan Historical Center. A full list of the U.S. secretary of the interior's standards for rehabilitation and guidelines for rehabilitating historic buildings is attached to the end of this report.
2. In reviewing plans, the commission shall also consider all of the following:
 - a. The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.
 - b. The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.
 - c. The general compatibility of the design, arrangement, texture, and materials proposed to be used.
 - d. Other factors, such as aesthetic value, that the commission finds relevant.
 - e. Whether the applicant has certified in the application that the property where work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

Recommendation:

Although the sign proposed appears to meet the specific requirements of the Sign Ordinance, there are considerations relating to the placement of the sign that the Historic District Commission should discuss:

1. The stated purpose and intent of the Sign Ordinance is to regulate signage in all zoning districts so the City may:
 1. Reduce visual clutter that is unsightly, confusing and distracting;
 2. Preserve architectural character of buildings and streetscapes, so they are not overwhelmed or obscured by signage;
 3. Promote the use of creative and appropriate signage which will enhance the economic viability of the City; and
 4. Ensure the health, safety and welfare of the residents of the City by prohibiting signage that creates a traffic hazard or otherwise adversely impacts public safety.

The location of the sign as proposed may result in an architectural character that is jeopardized, and could be perceived as causing clutter on a prominent façade in Downtown Birmingham.

2. The City of Birmingham Urban Design Plan encourages site-specific design, which involves the distance, eye-level and viewing time of the intended user. The sign as designed is very small, which would seem to lend itself more to the pedestrian user as opposed to a vehicular user. The location and depth of the sign do not appear to offer good viewpoints for pedestrian users on the same (north) side of the street, although pedestrians on the south side of the street should have full view.
3. The proposed signage appears to meet the Secretary of the Interior (SOI) Standards 9 and 10, but may conflict with SOI Standards 1 and 2:
 1. *A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*
 - It is very likely that the historic use of the 2nd floor of the Leonard Building was residential apartments. Although the 2nd floor has not been apartments for some time, the addition of commercial signage on the 2nd floor may be considered a change that damages the character of the 2nd floor's historic purpose.
 2. *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*
 - Although there are no examples of distinctive craftsmanship or other high-value character pieces on the 2nd floor, the addition of a sign in the middle of the 2nd floor windows could damage the character of the building.
 9. *New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.*
 - The proposed sign is clearly differentiated and does not aim to appear original or historic in any way. Additionally, the proposed sign is located in an area that appears to be newer brick where a window or other feature may have formerly existed and was filled in.

10. *New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

- The proposed sign could easily be removed in the future with no irreparable damage done to the building.

Considering the above review, the Planning Division recommends that the Historic District Commission **DENY** the Design Review (Sign) application for 166 W. Maple – Relay. The proposed work does not meet the standards of Article 2, Section 2.02 (C) of the Sign Ordinance, and because of the potential for damaging the historic character of the property, the work does not meet the Secretary of the Interior Standards numbers 1 and 2.

Wording for Motions

I move that the Commission **DENY** the Historic Design Review (Sign) application for 166 W. Maple. Because of _____ the work does not meet The Secretary of the Interior's Standards for Rehabilitation standard number(s) _____.

OR

I move that the Commission **APPROVE** the Historic Design Review application and issue a Certificate of Appropriateness for 166 W. Maple – provided the condition(s) below are met. The Secretary of the Interior's Standards for Rehabilitation standard numbers _____ will be met upon fulfillment of the condition(s):

1. _____
2. _____
3. _____

OR

I move that the Commission **POSTPONE** the Historic Design Review application and the issuance of a Certificate of Appropriateness for 166 W. Maple – until the following conditions are met: (List Conditions). The Secretary of the Interior's Standards for Rehabilitation standard number(s) _____ will be met upon fulfillment of condition(s).

1. _____
2. _____
3. _____

OR

Notice to Proceed

I move the Commission issue a Notice to Proceed for number _____. The work is not appropriate, however the following condition prevails: _____ and the proposed application will materially correct the condition.

Choose from one of these conditions:

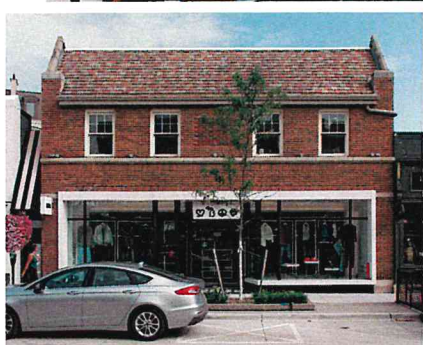
- a) The resource constitutes hazard to the safety of the public or the structure's occupants.
- b) The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.
- c) Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district. have been attempted and exhausted by the owner.
- d) Retaining the resource is not in the best of the majority of the community.

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS

The U. S. secretary of the interior standards for rehabilitation are as follows:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

SOUTH ELEVATION - 37' LINEAR FRONTAGE



EXISTING AT SITE

Item #3
TOTAL SIGN AREA: 3.25 Sq. Ft.

**Non-Illuminated
Exterior Wall Sign**
Qty:1

Lead #: P21000107-39771
PROJECT: Relay Network / Birmingham
FILE: 39771-PERMIT
Relay Network - Wall Sign
SITE ADDRESS: 166 W. Maple Rd., Suite 200,
Birmingham, MI 48009
LEAD: RG
REVISION: BF 9/10/21
LAYOUT: BF
DATE: 9/1/21

Designs, details and plans represented herein are the sole property of Phillips Sign & Lighting, Inc. All or any part of these designs (except registered trademarks) are protected. Attempts to duplicate designs without written consent may result in Legal Repercussions.

phillips SIGN & LIGHTING Inc.
PS&L
Ph: 586.468.7110

40920 Executive Drive
Harrison Twp., MI
48045-1363

visit us at: **phillipssign.com**

Approved: RG

Date: 9-30-21

Permit: DM 9-30-21

Item #3

TOTAL SIGN AREA: 3.25 Sq. Ft.

**Non-Illuminated
Exterior Wall Sign
Qty:1**

Lead #: P21000107-39771

PROJECT: Relay Network / Birmingham

FILE: 39771-PERMIT
Relay Network - Wall Sign

SITE ADDRESS: 166 W. Maple Rd., Suite 200,
Birmingham, MI 48009

LEAD: RG

LAYOUT: BF

DATE:
9/1/21

REVISION:
BF 9/10/21
BF 9/17/21

- 1** Dimensional Logo
1/2" Acrylic
Painted Returns
Digitally Printed Graphics
Laminate
- 2** Dimensional Letters
1/2" Acrylic

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written consent may result in Legal Repercussions.

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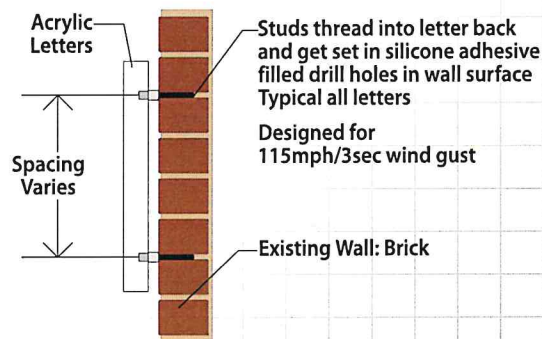
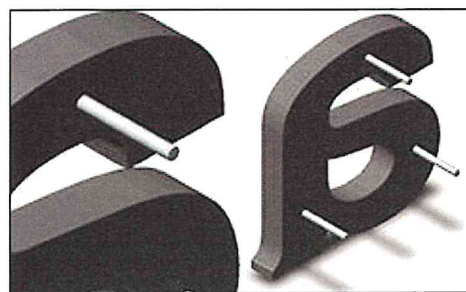
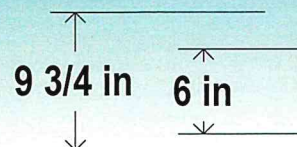
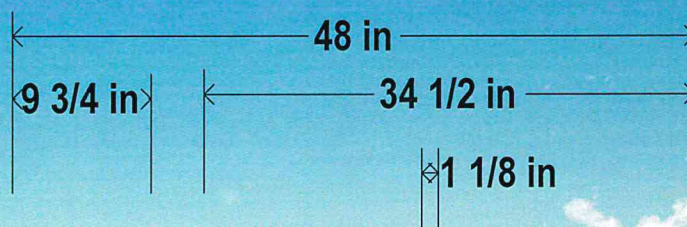
PS&L

Ph: 586.468.7110

40920 Executive Drive
Harrison Twp., MI
48045-1363

SIDE VIEW

1/2 in



Typical Silicone Adhesive Properties

Method	Test	Unit	Result
As Supplied	Color		Black, gray, white
MIL-S-8802	Tack-Free Time, 50% RH	minutes	65
	Curing Time 25°C (77°F) at 50% RH	days	7-14
	Full Adhesion	days	14-21
	Flow, Sag, or Slump	inches	0.1
	Working Time	minutes	10-20
	Specific Gravity		1.339
	VOC Content	g/L	30
As Cured - After 7 days at 25°C (77°F), 50% RH			
ASTM D2240	Durometer Hardness, Shore A	points	40
ASTM D0412	Ultimate Tensile Strength	Psi (MPa)	350 (2.41)
	Ultimate Elongation	%	525
ASTM D0624	Tear Strength, die B	ppi	49
ASTM C0794	Peel Strength	ppi	40
As Cured - After 21 days at 25°C (77°F), 50% RH			
ASTMC1135	Tensile at 25% Elongation	psi (MPa)	43 (0.30)
ASTMC1135	Tensile at 50% Elongation	psi (MPa)	65 (0.43)
	Ultimate Tensile Strength	psi (MPa)	170 (1.17)
ASTM C719	Joint Movement Capability	%	±50

Acrylic Logo: PMS 2170 C - Gloss
Digital Print: PMS 2152 C
Laminate: Gloss
Acrylic Letters: White - Gloss

visit us at: **phillipssign.com**

Approved: RG

Date: 9-30-21

Permit: DM 9-30-21



Design Review (Sign) Application Planning Division

Form will not be processed until it is completely filled out

1. Applicant

Name: Phillips Sign & Lighting
Address: 40920 Executive Drive
Harrison Township, MI 48045
Phone Number: 586-468-7110
Email address: janet@phillipssign.com

2. Property Owner

Name: Kay Baum Associates LLC
Address: 16826 Kercheval Place
Grosse Pointe, MI 48230
Phone Number: 484-654-9094
Email address: Kcornett@relaynetwork.com

3. Project Contact Person

Name: Janet Wyne
Address: 40920 Executive Drive
Harrison Township, MI 48045
Phone Number: 586-468-7110
Email address: janet@phillipssign.com

4. Project Designer/Developer

Name: Phillips Sign & Lighting
Address: 40920 Executive Drive
Harrison Township, MI 48045
Phone Number: 586-468-7110
Email address: janet@phillipssign.com

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - i. A detailed and scaled Sign Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - ii. Colored elevation drawings for each building elevation;
 - iii. A Landscape Plan (if applicable);
 - iv. A Photometric Plan (if applicable);
- II. Specification sheets for all proposed materials and/or light fixtures;

- III. Samples of sign materials as required by the Planning Division;
- IV. Photographs of existing conditions on the site including all building facades, existing signage, landscaping and light fixtures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 166 W. Maple Road, Suite 200
Name of development: Relay
Sidwell #: _____
Current Use: _____
Proposed Use: _____
Area of Site in Acres: _____
Current zoning: _____

	Yes	No
Is the property located in a floodplain? -----	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the property within a Historic District? -----	<input checked="" type="checkbox"/>	<input type="checkbox"/>
→ If so, which? _____		
Will the project require a variance? -----	<input type="checkbox"/>	<input checked="" type="checkbox"/>
→ If so, how many? _____		
Has the project been reviewed by another board?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
→ If so, which? _____		

7. Details of the Proposed Development (attach separate sheet if necessary)

Installation of (1) single faced non-illuminated wall sign on south elevation of building

8. Location of Proposed Signs

Sign #1: South Elevation of Building
Sign #2: _____
Sign #3: _____
Sign #4: _____

9. Number of Sign(s)

Wall: One
Name-Letter: _____
Ground: _____
Canopy: _____

Awning: _____
Projecting Sign (Wall): _____
Projecting Sign (Post): _____
Other: _____

10. Sign Size, Material & Content

Sign #1

Type of Sign: Wall Sign
Width: 48"
Depth: 1/2"
Height: 9 3/4"
Total Square Feet: 3.25
Height of Lettering: 6"
Height from Grade: 17' 6 3/4"

Projection from Wall: 1/2"
Sign Content: " Relay "

Sign Materials: Acrylic

Sign Color: White and Blue
Illumination: None - non-illuminated

Sign #2

Type of Sign: _____
Width: _____
Depth: _____
Height: _____
Total Square Feet: _____
Height of Lettering: _____
Height from Grade: _____

Projection from Wall: _____
Sign Content: " _____ "

Sign Materials: _____

Sign Color: _____
Illumination: _____

Sign #3

Type of Sign: _____
Width: _____
Depth: _____
Height: _____
Total Square Feet: _____
Height of Lettering: _____
Height from Grade: _____

Projection from Wall: _____
Sign Content: " _____ "

Sign Materials: _____

Sign Color: _____
Illumination: _____

Sign #4

Type of Sign: _____
Width: _____
Depth: _____
Height: _____
Total Square Feet: _____
Height of Lettering: _____
Height from Grade: _____

Projection from Wall: _____
Sign Content: " _____ "

Sign Materials: _____

Sign Color: _____
Illumination: _____

11. Landscaping

Location of landscape areas: N/A

Proposed landscape material: N/A

12. Building & Sign Lighting

Building

Number of Light Fixtures on Building: None

Light Level at Each Property Line: _____

Type of Light Fixtures on Building: _____

Location of Light Fixtures on Building: _____

Signage

Sign Lighting Proposed: None

Number of Fixtures (if external): _____

Wattage per Fixture: _____

Location of Sign Lighting: _____

13. Existing Signage

Number of Existing Signs: 0

Types of Existing Signage: N/A

Total Square Footage of Existing Signage: None

Length of Storefront: 37'

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

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

Signature of Owner: Mark A. Thomas

Date: 10-2-21

Print name: Mark A. Thomas

Signature of Applicant: Ed Phillips

Date: 10-7-21

Print Name: Ed Phillips

Signature of Architect: _____

Date: _____

Print Name: N/A

Office Use Only

Application #: PDR21-0021

Date Received: 10/12/21

Fee: \$ 350.00

Date of Approval: _____

Date of Denial: _____

Accepted By: [Signature]



City of Birmingham
A World-Class Community

CONSENT OF PROPERTY OWNER

I, MARK A. THOMAS / KAY BAUM ASSOC. LLC OF THE STATE OF Michigan AND
(Name of Property Owner)
COUNTY OF Oakland STATE THE FOLLOWING:

1. That I am the owner of real estate located at 166 W. Maple, Suite 200;
(Address of Affected Property)

2. That I have read and examined the Application for Administrative Approval made to the City of

Birmingham by: Phillips Sign & Lighting;
(Name of Applicant)

3. That I have no objections to, and consent to the request(s) described in the Application made to the City of
Birmingham.

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

Name of Owner (Printed): MARK A. THOMAS / KAY BAUM ASSOC. LLC

Signature of Owner: Mark A. Thomas Date: 10/2/21



Notice Sign Rental Application Community Development

1. Applicant

Name: Phillips Sign & Lighting
Address: 40920 Executive Drive
Harrison Township, MI 48045
Phone Number: 586-468-7110
Fax Number: 586-468-7441
Email address: janet@phillipssign.com

2. Property Owner

Name: Kay Baum Associates LLC
Address: 16826 Kercheval Place
Grosse Pointe, MI 48230
Phone Number: 484-654-9094
Fax Number: _____
Email address: Kcomelt@relaynetwork.com

3. Project Information

Address/Location of Property: 166 W. Maple Road, Suite 200
Name of Development: Relay
Area in Acres: _____

Name of Historic District, if any: _____
Current Use: _____
Current Zoning: _____

4. Date of Board/Commission Review

City Commission: _____
Planning Board: _____
Historic District Commission: _____
Design Review Board: _____

Board of Zoning Appeals: _____
Board of Building Trades Appeals: _____
Housing Board of Appeals: _____
Other: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: Ede Phillips Date: 10-18-21

Office Use Only

Application#: _____ Date Received: _____ Fee: _____
Date of Approval: _____ Date of Denial: _____ Reviewed By: _____



REQUEST FOR PROPOSALS FOR HISTORIC DESIGN GUIDELINES

Sealed proposals endorsed "**PRESERVING BIRMINGHAM: COMMERCIAL AND RESIDENTIAL HISTORIC DESIGN GUIDELINES**", will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until **Friday November 19, 2021 at 3:00 pm** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from consultants meeting or exceeding federal professional qualifications (36 CFR Part 61) for Historic Architecture and/or Architectural History to develop a new set of Historic Design Guidelines for use by the City's Historic District Commission. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham Community Development Department, 151 Martin St., Birmingham, Michigan.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:

Friday October 15, 2021

Deadline for Submissions:

Friday November 19 at 3:00 pm

Contact Person:

Nicholas J. Dupuis, City Planner

151 Martin Street

Birmingham, MI 48009

Phone: 248-530-1856

Email: ndupuis@bhamgov.org



REQUEST FOR PROPOSALS FOR HISTORIC DESIGN GUIDELINES

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INTRODUCTION

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private consulting firm or firms will hereby be referred to as "Contractor."

At this time, the City of Birmingham, Michigan is seeking the development of a new set of historic design guidelines. It is accepting sealed bid proposals from qualified professionals who have experience in creating historic design guidelines and skills in history, architecture and organization. The purpose of this RFP is to request sealed bid proposals from qualified candidates. The bid shall include presentation of qualifications, capabilities, and costs for providing a comprehensive new set of historic design guidelines for use by the City's Historic District Commission in accordance with the following objectives:

1. Create an indispensable reference guide for the Historic District Commission, residents, architects, developers, property owners, and all other entities with a stake in historical preservation in the City; and
2. Create a consistent environment for historic preservation in the City with certainty and definitiveness to assist the Historic District Commission in both residential and commercial preservation.

The City currently boasts 75 historically designated buildings, two of which are currently also listed on the National Register of Historic Places. Many of these buildings have changed dramatically throughout the years through additions, alterations and/or the replacement of historically significant materials.

It is anticipated that the selection of a firm will be completed by November 2021. An agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein as Attachment A. Contract services will commence upon execution of the service agreement by the City.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

SCOPE OF WORK

The selected Contractor will work with the City to review the City's current inventory of historic buildings, current design guidelines, and other relevant information to create a new, comprehensive set of historic design guidelines. The scope of services is as follows:

1. **Review the City of Birmingham's Historic Districts, the City Code, Master Plans, Surveys and Historic Files.** The City has three contiguous historic districts, and many more non-contiguous districts with decades of history. These historic districts have been codified and maintained by the Historic District Commission over time, and have been affected by several master plans, development trends, and maintenance that is essential to understanding the historic districts at present. The Contractor selected will review these documents and use them to inform their design guidelines proposal.

2. **Perform On-Site Visits to Designated and Non-Designated Historic Resources and Capture Photographs of Important Site Elements, Architecture, and Character Features.** Photographs should capture examples of architectural styles, character-defining features, and both appropriate and inappropriate changes to properties over time. Photographs will be clear and well-composed to appropriately illustrate important concepts in the Guidelines and will be high resolution and suitable for inclusion in the final deliverables. Multiple field sessions may be necessary.
3. **Coordinate Public Engagement.** Public participation will be an important aspect in the creation of new historic design guidelines. The Contractor shall provide the City with regular updates for use on the City's social media and website, as well as updates to the Historic District Commission to keep the public informed of the status of the new design guidelines as they go through the drafting process. The Contractor is expected to review and consider any feedback received online or in-person.

The Contractor will also hold two public meetings. The format of the meeting (in-person or virtual) will be discussed and coordinated with the City and Michigan State Historic Preservation Office (SHPO):

- The Contractor will hold a meeting at the beginning of the project to acquaint public officials and the public with the project goals. The purpose of the meeting will be to provide public with an overview of historic preservation principles, explain the purpose of the Project, describe the project approach and timeline, and solicit feedback from public about the project and/or issues affecting historic preservation activities in the City of Birmingham.
 - The Contractor will hold a meeting at the end of the project, following a public review period, to present the proposed guidelines to the public and answer questions on the project.
4. **Provide an User-Friendly, Comprehensive Document with an Outline that Contains the Following Key Elements:**
 - a. Introduction, acknowledgements and project mission statement.
 - b. Role of design guidelines in historic preservation and the importance of historic preservation.
 - c. A summary of the historic preservation efforts in Birmingham, as well as an inventory and maps of locally designated resources and historic districts.
 - d. A summary of the Secretary of the Interior's Standards for Rehabilitation and related technical guidance documents and how they apply to historic reviews.
 - e. Explanation of the Historic District Commission review process including historic design reviews and administrative reviews, as well as the different decisions (approval, denial, postponement, notice to proceed) and appeal processes.

- f. Identification of important concepts such as character-defining features, massing, scale, orientation, visibility, routine maintenance, rehabilitation, and contributing and non-contributing status.
- g. Guidelines for existing buildings, new construction, and additions that includes all of the elements of a historic building and/or site with photo references throughout.
- h. Guidelines for site features and/or streetscape elements.
- i. Guidelines for alternative material evaluation and consideration processes with photo references throughout.
- j. If applicable and reinstated, information on the Historic Preservation Tax Credit and how it may be applied.
- k. Links and resources for historic homeowners.

The design guidelines document will cover both residential and commercial properties and will be written in a clear and concise style that is easy for a layperson to understand. The text of the guidelines will, as appropriate, be accompanied by charts, tables, and graphs and will be thoroughly illustrated with photographs, drawings, and other illustrations to convey important design concepts. Drawings and illustrations may be either original creations or used with permission from other sources if they are appropriately credited. Print-ready and digital versions of the design guidelines will be developed in a software (e.g., Microsoft Word, Microsoft Publisher, or Adobe InDesign) agreed upon by the City and SHPO.

The guidelines must comply with both the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties and the U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (revised 1990), 36 CFR 67-68.

The guidelines, along with any other written, visual, or other material produced through this RFP, shall contain a credit that reads verbatim as follows:

The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior, through the Michigan Strategic Fund, State Historic Preservation Office. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan Strategic Fund, State Historic Preservation Office nor does the mention of trade names or commercial products herein constitute endorsement or recommendation by the Department of the Interior or the Michigan Strategic Fund, State Historic Preservation Office.

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national

origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

*Chief, Office of Equal Opportunity Programs
United States Department of the Interior
National Park Service
1849 C Street, NW, MS-2740
Washington, DC 20240*

5. **Separate summary documents for the commercial and residential design guidelines.** These documents will serve as a summary guide for historic property owners. This document will be made available online, and will be sent to current historic property owners upon adoption and approval.
6. **Attendance at HDC Meetings.** The Contractor shall attend a minimum of two in-person meetings with the Historic District Commission, as well as a minimum of three meetings virtually to provide important updates and answer questions.
7. **Attendance at Project Review Meetings.** The Contractor shall attend a kick-off meeting with the City and SHPO at the start of the project. In addition, as needed, the Contractor shall meet with the City and SHPO to discuss feedback provided following submission of each project deliverable identified below. These project review meetings can occur virtually.

This outline is not necessarily all-inclusive and the Contractor shall include in the proposal any other tasks and services deemed necessary to satisfactorily complete the project. Additional meetings with both the Planning Board and City Commission may be requested as needed.

DELIVERABLES

Deliverable #1 – Outline of the Guidelines Document and Draft Guidelines Section.

The Contractor will prepare and submit an outline of the information intended for inclusion in the Guidelines document. The outline should be detailed enough to allow for an understanding of the proposed organization, structure, and broad content of the document. A draft for a single section of the Guidelines (e.g., roofs, storefronts, or windows) will also be submitted, to include a rough draft of proposed text and illustrations to allow for an understanding of how information is anticipated to be presented in each section of the full document.

- One (1) electronic version of the drafts of the outline and Guidelines section

Deliverable #2 – First Draft Design Guidelines Document. The Contractor will prepare and submit to the Grantee and the Subgrantee a 75% complete first draft of the Guidelines document. This draft should be substantially complete and, at minimum, all elements of the document, as described in Section III(B)(3)(c)(ii)(a-n) above, must be included with this submission. This draft should include proposed text, photographs, illustrations, captions, and other such information in

the proposed formatting to allow for a full understanding of the intended final document. This deliverable will include:

- One (1) electronic version of the draft Guidelines document

Deliverable #3 – Revised Draft Design Guidelines Document and Draft “Cliff Notes” Documents. The Contractor will prepare and submit a revised draft of the Guidelines document. This draft should be a 90% complete draft and must address all comments received from the first draft. All components of the Guidelines document must be included with this submission, inclusive of appendix materials. A draft of the “cliff notes” documents must also be submitted, inclusive of all proposed text, illustrations, and formatting.

- One (1) electronic version of the revised draft Guidelines document; and
- One (1) electronic version of the draft “cliff notes” documents;

Deliverable #4 – Final Design Guidelines Document and Final Residential and Commercial Guideline Summary Documents

If selected, the Contractor shall provide a final presentation to the Historic District Commission and shall provide the following:

1. One (1) reproducible PDF digital file and five (5) hard color copies of the completed Design Guidelines;
2. One (1) reproducible PDF digital file of the residential design guidelines summary; and
3. One (1) reproducible PDF digital file of the commercial design guidelines summary.

The final documents shall address all comments received from the revised drafts. All components must be included in their final proposed state. The Contractor shall submit an electronic version of the proposed final submission to the City and SHPO for final review. Additional revisions may be necessary to ensure the project is completed in accordance with all applicable standards. Once the electronic version has been approved, hard copies will be provided.

All data, illustrations and projections created or compiled throughout the project shall become the sole property of the City of Birmingham.

TIME SCHEDULE AND COST PROPOSAL

All proposals must include a proposed time schedule for completion of the report and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required.

The Contractor shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

All work must be completed prior to September 30, 2022.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Friday, November 15, 2021 at 3:00pm** to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) electronic copy and one (1) hard copy of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**BIRMINGHAM HISTORIC DESIGN GUIDELINES**". Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Respondents may submit more than one proposal provided each proposal meets the functional requirements.

SUBMISSION REQUIREMENTS

All proposals that wish to be considered must contain the following:

1. Cover Letter;
2. Qualifications of the Contractor and of the key employees that will be involved in the project. The project team should include each of the following skill sets:
 - a. Mastery of Historical Preservation techniques;
 - b. Proficiency in Architectural History and Design;
 - c. Knowledge of Urban Planning and Urban Design;
 - d. Meets Applicable Code of Federal Regulations 36 CFR Part 61 Professional Qualification Standards; and
 - e. Experience in Preparing Design Guidelines.
3. Details of Contractor(s) experience with the preparation of historic design guidelines, historic preservation, and architectural history, including references from at least two relevant communities where such guidelines have been completed. (Portions of sample plans prepared by the Contractor should be submitted with the proposal, up to a maximum of twenty-five (25) pages);
4. List of sub-contractors and their qualifications, if applicable;
5. Overview of the scope of work to be completed, broken down into the following separate components:
 - a. Review the City of Birmingham's Historic Districts, the City Code, master plans, surveys and historic files;

- b. Perform on-site visits to designated and non-designated historic resources and capture photographs of important site elements, architecture, and character features;
 - c. Provide an user-friendly, comprehensive document with an outline that contains the following key elements noted in the above section;
 - d. Provide details of how the public engagement strategy will be implemented;
 - e. Proposed time frame for completion of each component of the scope of work;
 - f. A statement of any additional services that you recommend, if any. Define hourly rates for additional services by discipline.
- 6. Project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline and an understanding of the anticipated project completion timeline;
- 7. Agreement (Attachment A – **only if selected by the City**)
- 8. Bidders Agreement (Attachment B);
- 9. Cost Proposal (Attachment C);
- 10. Iran Sanctions Act Vendor Certification (Attachment D); and
- 11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment E).

INSTRUCTIONS TO BIDDERS

- 1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
- 2. Any request for clarification of this RFP shall be made in writing and delivered via email to Nicholas Dupuis at ndupuis@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions. Email requests must contain in their subject line "Request for Clarification". All inquiries received will be answered and posted on MITN at least 3 days prior to the RFP submission due date.
- 3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder, pending SHPO approval, and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in their proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number (if applicable). The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The City will utilize a qualifications-based selection process in choosing a Contractor for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide services as outlined.
- Federal Regulations 36 CFR Part 61 Professional Qualifications.
- Experience of the Contractor with similar projects.
- Content of Proposal.
- Cost of Services.
- Timeline and Schedule for Completion.
- References.

The SHPO will also review bid proposals and provide concurrence with the evaluation panel's selection.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best, pending SHPO approval. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

NATIONAL PARK SERVICE FUNDS NOTICE

This project is partially funded by a federal grant fund through the Michigan Strategic Fund (MSF), Michigan State Historic Preservation Office (SHPO), as authorized by the United States Department of the Interior. Compliance with all applicable federal, state and local laws, rules and regulations is required. This project is subject to a contract between the State of Michigan and the City of Birmingham.

The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Michigan Strategic Fund, Michigan State Historic Preservation Office. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan Strategic Fund, Michigan State Historic Preservation Office, nor does the mention of trade names or commercial products herein constitute endorsement or recommendation by the Department of the Interior or the Michigan Strategic Fund, Michigan State Historic Preservation Office.

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex, marital status, or

disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs
United States Department of the Interior National Park Service
1849 C Street, NW, MS-2740
Washington, DC 20240

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to review and approve any work performed by the Contractor.

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

ANTICIPATED PROJECT TIMELINE

Evaluate Respondents	November/December 2021
Award Contract	February 2022
Project Kick-Off Meeting	January 2022
First Draft Due	April 2022
Second Draft Due	July 2022
Final Draft of Plan Completed	September 2022

All work must be completed prior to September 30, 2022. The final project schedule will be developed in conjunction with the City, SHPO, and the contractor upon contract award.

ATTACHMENT A
AGREEMENT FOR HISTORIC DESIGN GUIDELINES

This AGREEMENT, made this _____ day of _____, 2021, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

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

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to create a new comprehensive set of historic design guidelines;

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide a comprehensive set of historic design guidelines and the Contractor's cost proposal dated _____, 2021 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (Attachment A). If any of the documents are in conflict with one another, this Agreement shall take precedence.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed _____, as set forth in the Contractor's _____, 2021 cost proposal to perform the scope of work as contained in the RFP (Attachment A).
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this

Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

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

- a. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- c. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- e. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- f. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- g. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv. Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - v. If so requested, Certified Copies of all policies mentioned above will be furnished.
 - h. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
 - i. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

City of Birmingham

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

CONTRACTOR

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

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

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

CONTRACTOR

By: _____

Its: _____

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss:
)

On this _____ day of _____, 2021, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public

_____ County, Michigan

Acting in _____ County, Michigan

My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Pierre Boutros

By: _____
Alexandria Bingham

Its: _____

Its: _____

APPROVED

Jana L. Ecker, Planning Director
(Approved as to Substance)

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

Mary Kucharek, City Attorney
(Approved as to Form)

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

ATTACHMENT B
BIDDERS AGREEMENT FOR HISTORIC DESIGN GUIDELINES

BIDDERS AGREEMENT FOR HISTORIC DESIGN GUIDELINES

In submitting this proposal, as herein described, the Contractor agrees that:

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

PREPARED BY (PRINT NAME)

DATE

AUTHORIZED SIGNATURE

TITLE

EMAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

ADDRESS

PHONE

ATTACHMENT C
COST PROPOSAL FOR HISTORIC DESIGN GUIDELINES

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

**Attach technical specifications for all proposed materials as outlined in the Submission Requirements section of the RFP (pg. 5-6)*

COST PROPOSAL	
ITEM	BID AMOUNT
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
Additional Meetings with City Staff and Boards	\$
Other -	\$
Other -	\$
GRAND TOTAL AMOUNT	\$

Firm Name:_____

Authorized Signature:_____ Date:_____

ATTACHMENT D
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR HISTORIC DESIGN
GUIDELINES

**IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM FOR HISTORIC DESIGN
GUIDELINES**

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

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

PREPARED BY (PRINT NAME)

DATE

AUTHORIZED SIGNATURE

TITLE

EMAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

ADDRESS

PHONE

ATTACHMENT E
U.S. Department of the Interior
Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions – **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK_____ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower
Tier Covered Transactions**

CHECK_____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK _____ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK _____ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When

notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2011
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK _____ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT, SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK _____ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

DI-2011
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

AGENDA
BIRMINGHAM HISTORIC DISTRICT COMMISSION
WEDNESDAY – NOVEMBER 17th, 2021
BIRMINGHAM CITY HALL, 151 MARTIN STREET, COMMISSION ROOM 205, BIRMINGHAM, MI *
******* 7:00 PM*******

- 1) Roll Call
- 2) **Approval of the HDC Minutes of November 3rd, 2021**
- 3) Courtesy Review
- 4) Historic Design Review
 - A. **325 S. Eton – District Lofts Phase 3**
- 5) Sign Review
- 6) Study Session
 - A. **CLG Grant – Design Guidelines**
- 7) Miscellaneous Business and Communication
 - A. Pre-Application Discussions
 - B. Draft Agenda
 1. **December 1st, 2021**
 - C. Staff Reports
 1. **Administrative Sign Approvals**
 2. **Administrative Approvals**
 3. **Demolitions**
 4. **Action List 2021**
- 8) Adjournment

*Please note that board meetings will be conducted in person once again. Members of the public can attend in person at Birmingham City Hall, 151 Martin St., or may attend virtually at:

Link to Access Virtual Meeting: <https://zoom.us/j/91282479817>

Telephone Meeting Access: 877 853 5247 US Toll-free

Meeting ID Code: 912 8247 9817

Notice: Individuals requiring accommodations, such as interpreter services for effective participation in this meeting should contact the City Clerk's Office at [\(248\) 530-1880](tel:2485301880) at least on day in advance of the public meeting.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:2485301880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

A PERSON DESIGNATED WITH THE AUTHORITY TO MAKE DECISIONS MUST BE PRESENT AT THE MEETING.

Historic District Commission Action List – 2021

Historic District Commission	Quarter	Rank	Status
Schedule Training Sessions for HDC and Community	1 st (January-March)	1	<input type="checkbox"/>
Create RFP for Historic Design Guidelines	1 st (January-March)	2	<input type="checkbox"/>
Develop and Market Historic Walking Tours	2 nd (April-June)	3	<input type="checkbox"/>
Develop Resources for the Michigan Historic Preservation Tax Credit	3 rd (July-September)	4	<input type="checkbox"/>
Adopt Historic Preservation Marketing Plan	3 rd (July-September)	5	<input type="checkbox"/>
Historic District Ordinance Enforcement	4 th (October-December)	6	<input type="checkbox"/>

Updates:

1. Three trainings selected (**need to be scheduled**):
 - Historic District Commissioner Training
 - Building Assessment 101
 - Understanding Historic Designation
- 2.