

**BIRMINGHAM CITY COMMISSION AGENDA**  
**NOVEMBER 25, 2019**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Pierre Boutros, Mayor

**II. ROLL CALL**

Cheryl Arft, Acting City Clerk

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

**ANNOUNCEMENTS:**

- The City offices will be closed November 28<sup>th</sup> and 29<sup>th</sup>, 2019 for Thanksgiving.
- Small Business Saturday in downtown Birmingham is a day dedicated to supporting small businesses across the country. Shoppers are encouraged to enjoy extra perks and tackle their holiday shopping in Birmingham on Saturday, November 30<sup>th</sup>! Enjoy free parking in the structures and free two-hour valet parking from 10 AM to 6 PM at N. Old Woodward at Hamilton, and S. Old Woodward and Brown St.
- The Birmingham Santa Walk is also on Saturday, November 30<sup>th</sup> at 9:30 AM. Santa House will be open from 10:30 AM – 3 PM. Complimentary horse-drawn carriage rides will be offered from 11 AM to 3 PM. For more information, visit [www.enjoybirmingham.com](http://www.enjoybirmingham.com) or call 248-530-1200 during business hours.
- Winter Market begins Friday, December 6<sup>th</sup>, 2019 at 4:00 PM in Shain Park, with the Tree Lighting ceremony in the park at 6:00 PM. Enjoy European food and drinks, gift items, holiday greens, crafts, ice sculptures, live reindeer, warming stations, a Kinderhaus children's activity area, the popular Santa House, horse-drawn carriage rides and live entertainment. More than 60 vendors will be at the event.

**APPOINTMENTS:**

- A. City Commission non-voting liaison to Birmingham NEXT
- B. To appoint \_\_\_\_ as the City Commission non-voting liaison to Birmingham NEXT.

**IV. CONSENT AGENDA**

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

- A. Resolution approving the Regular City Commission meeting minutes of November 11, 2019.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated November 13, 2019 in the amount of \$964,102.16.

- C. Resolution approving the warrant list, including Automated Clearing House payments, dated November 20, 2019 in the amount of \$864,281.94.
- D. Resolution approving the purchase of one (1) John Deere XUV 825M Utility Vehicle from Bader & Sons Co. through the State of Michigan MiDeal cooperative purchasing contract #071B7700085 in the amount of \$18,654.35 from the Auto Equipment Fund, account #641-441.006.971.0100.
- E. Resolution accepting the resignation of Therese Longe from the Parks and Recreation Board, thanking her for her service, and directing the City Clerk to begin the process of filling the vacancy.
- F. Resolution accepting the resignation of Clinton Baller from the Triangle District Corridor Improvement Authority, thanking him for his service, and directing the City Clerk to begin the process of filling the vacancy.
- G. Resolution authorizing the Mayor to sign the 2019 Program Year Community Development Block Grant (CDBG) Sub recipient Agreement on behalf of the City and approving the appropriations and amendment to the 2019-2020 CDBG Fund Budget as presented.
- H. Resolution awarding the Parking Lot 5 Outfall Repair, Contract #12-19 (S), to Angelo Iafrate Construction Company, in the amount of \$76,300, to be charged to account number 585-538.005-981.0100; and further approving the appropriation and amendment to the 2019-2020 Automobile Parking System Fund budget as presented.
- I. Resolution approving the street light agreement between the City of Birmingham and DTE Energy Co. regarding the installation of street lights at 298 S. Old Woodward Avenue. Further, directing the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.

## **V. UNFINISHED BUSINESS**

## **VI. NEW BUSINESS**

- A. Public Hearing to consider PH-PY 2020 CDBG Funding
  - 1. Resolution authorizing the Finance Director to complete the 2020 Program Year Community Development Block Grant application and conflict of interest certification and authorizing the Mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the City and submit them to Oakland County. The project(s) to be included in the application and the respective allocations of Community Development Block Grant Funds are as follows:

	APPROVED
	2020**
1. Public Services – Yard Services	\$ 7,327
2. Public Services – Senior Services	\$ 3,500
3. Minor Home Repair	\$25,263
TOTAL	\$ 36,090

\*\* (TO BE DETERMINED BY THE CITY COMMISSION AT THE NOVEMBER 25, 2019 MEETING)

- B. Public Hearing to consider PH-reprogramming PY 2018 CDBG Funding
  - 1. Resolution authorizing the Finance Director to submit a request along with the public hearing advertisement and City Commission resolution to Oakland County to reprogram the Community Development Block Grant (CDBG) program year 2018 funds in the amount

of \$2,335 from Remove Architectural Barriers (Account 731619) to Minor Home Repair (Account 731227).

- C. Resolution receiving the 2020 proposed budget from the 48th District Court; and further, approving the budget as submitted.
- D. Resolution authorizing the agreement with Creative Collaborations for a term of six months for an amount not to exceed \$22,800 and directing the Mayor to sign the agreement on behalf of the City.

**AND**

Resolution increasing burial fees for full casketed burials from \$1,200 - \$1,400 to be more consistent with industry standard rates.

**AND**

Resolution approving the appropriation and amendment to the 2019-2020 General Fund budget as proposed.

- E. Resolution appointing a sub-committee comprised of Commissioners \_\_\_\_\_, \_\_\_\_\_, the City Manager and the HR Manager to conduct the final interviews and recommend a finalist candidate for the position of City Clerk for approval by the City Commission.
- F. Resolution to meet in Closed Session to discuss Attorney-Client communication, pursuant to Section 8(h).

<b>VII. REMOVED FROM CONSENT AGENDA</b>
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<b>VIII. COMMUNICATIONS</b>
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<b>IX. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA</b>
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<b>X. REPORTS</b>
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- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
  - 1. Parking Utilization Report, submitted by ACM Gunter

INFORMATION ONLY

<b>XI. ADJOURN</b>
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**PLEASE NOTE: Due to building security, public entrance during non-business hours is through the Police Department – Pierce St. entrance only.**

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

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

**BIRMINGHAM CITY COMMISSION MINUTES**  
**NOVEMBER 11, 2019**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**7:30 P.M.**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

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

**II. ROLL CALL**

ROLL CALL:                      Present:                      Mayor Bordman  
   Mayor Pro Tem Boutros  
   Commissioner DeWeese  
   Commissioner Hoff  
   Commissioner Nickita  
   Commissioner Sherman

Absent:                      Commissioner Harris

Administration: City Manager Valentine, City Attorney Currier, Senior Planner Baka, IT Director Brunk, Communications Director Byrnes, Police Chief Clemence, Planning Director Ecker, Finance Director Gerber, Building Official Johnson, City Engineer O'Meara, Acting City Clerk Arft, BSD Director Tighe, DPS Director Wood

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

**11-264-19                      ANNOUNCEMENTS**

The City will hold a community water forum to help residents learn more about new state water testing rules for lead and copper on Thursday, November 14, 2019 from 6 PM to 9 PM at Seaholm High School. The forum will be held in the Little Theatre Room within Seaholm. Representatives from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Department of Health and Human Services (DHHS), South Oakland County Water Authority (SOCWA) and the Oakland County Health Division as well as the City will be on hand.

**11-265-19                      RECOGNITION OF OUTGOING MAYOR PATTY BORDMAN, CITY COMMISSIONERS CARROLL DEWEESE, AND ANDREW HARRIS**

Mayor Pro Tem Boutros presented Mayor Bordman with a gift (special gavel) on behalf of the City in recognition and gratitude of her service.

Outgoing Commissioner DeWeese made the following comments:

- Thanked all of the people who voted for him in the most recent and previous elections.
- He expressed that it was a great privilege to serve on the City Commission.
- Thanked the City Manager, staff, and all of the men and women who volunteer their time on various boards, commissions, and committees to make this City successful.



- Appreciated the opportunity to work with a commission that was willing to tackle difficult issues.
- This was the first commission to institute a neighborhood Master Plan.
- He thanked the Fire Department for the increase in emergency medical services.
- The Police Department increased presence and time by extending workdays to 12 hours.
- Old Woodward will experience an upgrade due to the Commission's diligence.
- He hopes that the new commission would work together as a team for the benefit of the City.
- It has been a great honor and challenge to serve this City.

Outgoing Mayor Bordman made a presentation highlighting key moments during her term:

- Officiated Weddings
- Speaking to a Brownie Troop, Boy Scout Troop, and several neighborhood associations.
- Presented Santa Claus with the key to the City.
- Facilitated the Annual Birmingham Government Day
- WWJ Radio Interview
- Ribbon Cuttings
- Signed over 50 contracts on behalf of the City.
- Welcomed the participants in this year's Citizen Academy and congratulated them at their graduation.
- The Council General of Japan and his wife at their residence hosted Mayor Bordman and her husband.
- Memorial Day speech
- Led Annual Hometown Parade
- Judged food at the Farmers Market Chef's class.
- Attended the Police Department Bicycle rally.
- Represented the City of Birmingham in the Sister City Goodwill Mission to Sheiga, Japan
- Accepted an award on behalf of the City for the improvements made to Lot #6
- The honor of revealing Squad #1, the newest addition to the station, at the Fire station Open House.
- Recognized and thanked City Manager Valentine for his devotion, dedication, support, and hard work in leading the staff, boards, committees, and commissions, in serving this City.
- She reminded the new commission that they have one goal and that is doing what is best for Birmingham.
- She expressed a sense of pride in her tenure.
- She thanked the residents for their support, and the commission for the cooperative attitudes necessary to make Birmingham the great City that it is.

#### **11-266-19 OATH OF OFFICE – LIBRARY BOARD**

The Acting Clerk administered the Oath of Office to Library Board Member James Suhay, Robert Tera, and Jennifer Wheeler.

#### **11-267-19 OATH OF OFFICE - CITY COMMISSIONERS**

The Acting City Clerk administered the Oath of Office to City Commissioners Clinton Baller, Pierre Boutros, Brad Host, and Therese Longe.

**Mayor Bordman called for a brief intermission at 7:43 p.m.**

**Mayor Pro Tem Boutros reconvened the meeting at 8:03 p.m.**

**11-268-19 ORGANIZATION OF CITY COMMISSION**

**MOTION:** Motion by Commissioner Nickita:

To nominate Commissioner Sherman as the temporary chair of the City Commission for purposes of conducting election of Mayor and Mayor Pro Tem.

VOTE:	Yeas,	7
	Nays,	0
	Absent	0

**MOTION:** Motion by Commissioner Longe:

To nominate Mayor Pro Tem Boutros as Mayor.

VOTE:	Yeas,	7
	Nays,	0
	Absent	0

**MOTION:** Motion by Commissioner Baller:

To nominate Commissioner Longe as Mayor Pro Tem.

Commissioner Nickita commented on the process of Mayor Pro Tem and expressed his discomfort with electing a Mayor Pro Tem who has not served on this commission; therefore, he cannot support the motion.

Commissioner Sherman concurred with Commissioner Nickita's comments.

VOTE:	Yeas,	4
	Nays,	3
	Absent	0

Acting City Clerk Arft administered the oath of office to Mayor Boutros and Mayor Pro Tem Longe.

**11-269-19 COMMENTS BY NEWLY ELECTED MAYOR AND MAYOR PRO TEM**

Mayor Pro Tem Longe made the following comments:

- She thanked Mayor Boutros for his support and confidence.
- She expressed that she is honored to be elected Mayor Pro Tem.
- She acknowledged the dedication of the outgoing commissioners and expressed gratitude for the time and energy that they invested into improving the community.
- She asked for guidance and generosity of spirit from the current commissioners.
- Expressed gratitude to spouse, family, and friends for their support throughout this journey.
- Acknowledged engaged residents of Birmingham who care deeply about their community, and extended thanks for their support and confidence.
- She looks forward to working with the community and fellow commissioners to do what is best for Birmingham.
- She also promised to ask, listen, be transparent, be responsive, be accountable, and respectful in the role of commissioner.

Mayor Boutros made the following comments:

- Expressed thanks to the commissioners for electing him Mayor.
- Honored and humbled to represent this great City in this capacity.
- He expressed gratitude for the support of the residents of Birmingham and the trust that they put in him to represent and serve them.
- He promised to serve with accountability, integrity, and respect.
- He thanked his wife Beatrice, children, family, and friends for supporting him.
- Finally, he acknowledged and thanked commissioners Patty Bordman, Carroll DeWeese, and Andrew Harris for their service over the last term.

Mayor Boutros gave a brief State of the City to be considered by the new commission:

- Developing a new Master Plan is in process.
- AAA Bond Rating was attained in 2019.
- City taxes have been reduced for the last five years.
- City has the most desirable schools and neighborhoods in the state.
- The importance of City organizations to continually assess areas needing improvement and providing the necessary leadership to address the improvements.
- Critical issues that are of concern to the residents:
  - Finding a permanent home for the Senior Center.
  - Repairing unimproved roads.
  - Identifying parking solutions downtown.
  - Addressing infrastructure.
- He implored everyone in attendance and watching at home to be active participants in the community. Reminding them that their voices are critical and the commission is looking forward to talking to everyone about important issues and answering questions along the way.
- He thanked City Manager Valentine, staff, members of appointed boards and committees, and the business community for all of their contributions to the City.

**11-270-19**

**APPOINTMENTS TO THE RETIREMENT BOARD, RETIREES HEALTH CARE FUND COMMITTEE, TRIANGE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY, AND FOUNDATION FOR BIRMINGHAM SENIOR RESIDENTS.**

**MOTION:** Motion by Commissioner Host:

To appoint Pierre Boutros, Mayor, to the Retirement Board.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

**MOTION:** Motion by Commissioner Host:

To appoint Therese Longe, Mayor Pro Tem, to the Retirement Board.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

**MOTION:** Motion by Mayor Pro Tem Longe:

To appoint Pierre Boutros, Mayor, to the Retirees Health Care Fund Committee.

VOTE:        Yeas,            7  
              Nays,            0  
              Absent,        0

**MOTION:**     Motion by Commissioner Host:  
To concur in the Mayor's appointment of Commissioner Sherman to the Triangle District Corridor Improvement Authority.

VOTE:        Yeas,            7  
              Nays,            0  
              Absent,        0

**MOTION:**     Motion by Mayor Pro Tem Longe:  
To concur in the Mayor's appointment of Commissioner Hoff to the Foundation for Birmingham Senior Residents.

VOTE:        Yeas,            7  
              Nays,            0  
              Absent,        0

**MOTION:**     Motion by Commissioner Hoff:  
To concur in the Mayor's appointment of Commissioner Host to the Ad Hoc Joint Senior Services Committee.

VOTE:        Yeas,            7  
              Nays,            0  
              Absent,        0

#### **IV.     CONSENT AGENDA**

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

#### **11-271-19            APPROVAL OF CONSENT AGENDA**

Commissioner Hoff recused herself from Item A only due to absence.  
Commissioner Host recused himself from Item A only having not been elected.

**MOTION:**     Motion by Commissioner Nickita, seconded by Commissioner Sherman:  
To approve the Consent Agenda as submitted.

ROLL CALL VOTE:            Mayor Boutros  
                                 Mayor Pro Tem Longe  
                                 Commissioner Baller  
                                 Commissioner Hoff  
                                 Commissioner Host  
                                 Commissioner Nickita  
                                 Commissioner Sherman

- A. Resolution approving the Regular City Commission meeting minutes of October 28, 2019.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated October 30, 2019 in the amount of \$1,187,910.07.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated November 6, 2019 in the amount of \$910,621.56.
- D. Resolution setting December 9, 2019 at 7:30 PM for a Public Hearing to consider approval of a Special Land Use Permit and Final Site Plan and Design Review for Brooklyn Pizza at 111 Henrietta and 195 W. Maple to allow the operation of a bistro in the B4/D4 Zone.
- E. Resolution adopting the Performance Resolution for Governmental Agencies with the Michigan Department of Transportation (MDOT) and authorizing Assistant City Engineer, Austin Fletcher and Assistant City Engineer, Theresa Bridges, to apply to MDOT for the necessary permit work within the State Highway Right-of-Way on behalf of the City of Birmingham.
- F. Resolution authorizing the Mayor to sign the City's Hazard Mitigation Plan.

## **V. UNFINISHED BUSINESS**

## **VI. NEW BUSINESS**

### **11-272-19 RESOLUTION APPROVING THE BIRMINGHAM CITY COMMISSION 2020 MEETING SCHEDULE AS SUBMITTED.**

City Manager Valentine presented this item.

Commissioner Nickita pointed out that January 20, 2020 is Martin Luther King, Jr. holiday and asked for confirmation that it is not in conflict with scheduled meetings.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Sherman:  
To approve the Birmingham City Commission 2020 Meeting Schedule as presented.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

## **VII. REMOVED FROM CONSENT AGENDA**

## **VIII. COMMUNICATIONS**

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

David Bloom, resident:

- Thanked all of the candidates who ran for office for running a good and hard election, congratulating the candidates who won.
- He recognized Carroll DeWeese for serving on the Planning Board for several years as well as a commissioner. He acknowledged Mr. DeWeese for being respectful, attentive, doing the right thing, and being an asset to the community.

<b>X.     REPORTS</b>
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- A.     Commissioner Reports
  - 1.    Notice of Intention to Appoint to the Triangle District Corridor Improvement Authority, and the Board of Review on December 9, 2019
- B.     Commissioner Comments
- C.     Advisory Boards, Committees, Commissions' Reports and Agendas
- D.     Legislation
- E.     City Staff

INFORMATION ONLY

<b>XI.    ADJOURN</b>
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Meeting adjourned at 8:30 p.m.

Cheryl Arft, Acting City Clerk  
/vc

**City of Birmingham**  
**Warrant List Dated 11/13/2019**

Meeting of 11/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
269978		MISC	3JS BUILDERS LLC	2,500.00
269979		MISC	4-EVER-WATER-TITE LLC	100.00
269980	*	000855	48TH DISTRICT COURT	100.00
269981	*	000855	48TH DISTRICT COURT	100.00
269982	*	000855	48TH DISTRICT COURT	100.00
269983	*	000855	48TH DISTRICT COURT	100.00
269984	*	000855	48TH DISTRICT COURT	100.00
269985		MISC	A-BETTER EXTERIOR	200.00
269986		MISC	ADRAY, DEBORAH	100.00
269987		MISC	ALAN GUSEILO	100.00
269988		MISC	ALBAN IVEZAJ	100.00
269990		007745	ALL COVERED	2,092.60
269991	*	MISC	AMANDA GRAY	824.88
269992		MISC	AMERICAN METAL ROOFING	500.00
269993		MISC	AMY S WEBER REVOC TRUST	900.00
269994		000167	ANDERSON ECKSTEIN WESTRICK INC	14,800.00
269995		MISC	APS RESIDENTIAL SERVICES	100.00
269996		MISC	ARNOLD ROOFING & CONSTRUCTION INC	200.00
269997		000500	ARTECH PRINTING INC	186.00
269998	*	006759	AT&T	206.76
269999	*	006759	AT&T	281.06
270000	*	006759	AT&T	160.37
270001	*	006759	AT&T	79.14
270002		007009	BEAUMONT HEALTH SYSTEM	35.00
270003		002231	BILLINGS LAWN EQUIPMENT INC.	327.34
270004		MISC	BIRACH, ALICIA	200.00
270005	*	001086	CITY OF BIRMINGHAM	494.08
270006	*	008870	KASEY BOEGNER	380.50
270007		003526	BOUND TREE MEDICAL, LLC	85.99
270008	*	MISC	BROOKS COWAN	105.71
270010		MISC	C & V CEMENT	100.00
270011		003907	CADILLAC ASPHALT, LLC	139.38
270013		007933	CARDNO, INC.	2,469.74
270014		009083	CARTEGRAPH	10,400.00
270016	*	000444	CDW GOVERNMENT INC	3,026.20
270017	*	007744	MOHAMED F. CHAMMAA	110.20
270018		MISC	CHETS	409.60
270019		000605	CINTAS CORPORATION	128.61
270019	*	000605	CINTAS CORPORATION	35.00
270020	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,364.96
270021		001318	CLOVERDALE EQUIPMENT CO	2,790.00
270022		004188	COFFEE BREAK SERVICE, INC.	43.75

# City of Birmingham

## Warrant List Dated 11/13/2019

Meeting of 11/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
270023		MISC	COLLISTER COMPANY LLC	200.00
270024		006204	COLORBLENDS	5,041.75
270025	*	008955	COMCAST	395.45
270026	*	000627	CONSUMERS ENERGY	424.44
270028	*	009061	MICHAEL A. CRUCIANO	49.88
270029		MISC	DARREN ROSENBERG	246.45
270030	*	MISC	DARRYL DELANEY	1,097.36
270031		MISC	DCAM INC	300.00
270032		MISC	DENISE BITTINGER	506.38
270033		MISC	DESIGNS UNLIMITED	100.00
270035		004198	DETROIT HITCH CO	1.75
270036		MISC	DOUGLAS CHARRON	400.00
270037	*	000180	DTE ENERGY	9,865.21
270038	*	000179	DTE ENERGY	40.78
270039	*	000179	DTE ENERGY	42.28
270040		MISC	EDWARD KING	100.00
270042	*	007538	EGANIX, INC.	720.00
270043		MISC	EGRESS SOLUTIONS INC	100.00
270044		004671	ELDER FORD	529.12
270045		MISC	ELEGANT STAMPED CONCRETE INC	100.00
270046	*	009103	ELSTER AMCO WATER LLC	907.02
270048	*	009100	ENZO WATER SERVICE	210.00
270049		MISC	ERIC WOHLFIEL	1,900.00
270050		MISC	ESSEX ELECTRIC	30.00
270052		MISC	EVER-DRY OF SOUTHEASTERN MI	200.00
270053		007613	FIRESERVICE MANAGEMENT	108.00
270054		MISC	FIT PRO SERVICES	218.00
270055		MISC	FITNESS MACHINE TECHNICIANS	454.58
270056		MISC	FOUNDATION SYSTEMS OF MICHIGAN INC.	700.00
270057		MISC	GABRIEL CONSTRUCTION	900.00
270059		007172	GARY KNUREK INC	264.00
270060		MISC	GONZALEZ, DAVID	200.00
270061	*	004604	GORDON FOOD	228.57
270062		MISC	GRAPH-X	704.19
270063		MISC	HANSONS GROUP LLC	500.00
270064		000948	HYDROCORP	1,315.00
270065		MISC	INTEGRA	4,500.00
270066	*	008457	ITALIA CONSTRUCTION INC	322,929.88
270067		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	477.04
270068		007423	K/E ELECTRIC SUPPLY	119.40
270069		MISC	KEARNS BROTHERS INC	100.00
270071	*	000352	JILL KOLAITIS	174.00
270072		004085	KONE INC	1,217.39



**City of Birmingham**  
**Warrant List Dated 11/13/2019**

Meeting of 11/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
270074		MISC	LABELLE SASH & SCREEN	100.00
270075		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
270077	*	007354	ALIS MANOOGIAN	255.00
270078		002648	MARC DUTTON IRRIGATION INC	300.00
270080	*	MISC	MARTIN S FRENKEL TRUST	632.18
270081		MISC	MARYGROVE AWNING CO	100.00
270082		MISC	MATTHEW MCCARDLE	130.00
270083		MISC	MAUER CONSTRUCTION	500.00
270084		000888	MCKENNA ASSOCIATES INC	77,590.00
270085	*	MISC	MEAGHAN NIELSON	237.50
270086		MISC	MERRILLWOOD COLLECTION	200.00
270087		MISC	MICHIGAN ASPHALT PAVING	100.00
270088		004687	MICHIGAN DEPT. OF TRANSPORATION	1,036.08
270090		001918	STATE OF MICHIGAN	100.00
270091		MISC	MILLCREEK CONSTRUCTION MANAGEMENT C	900.00
270093		MISC	MOVADO CONSTRUCTION CO	100.00
270094		MISC	N.C. CEMENT	100.00
270095		MISC	NAJJAR, BETHANY	100.00
270096		007755	NETWORK SERVICES COMPANY	1,112.15
270097		009008	NEW TECH BENCH OF BIRMINGHAM LLC	250.00
270098		MISC	OAKLAND COUNTY MEDICAL CONTROL AUTH	50.00
270100	*	000481	OFFICE DEPOT INC	560.03
270102		MISC	PAUL PIPITONE	200.00
270103	*	007633	CASEY PEDERSEN	127.19
270104		MISC	PEERLESS IMPROVEMENTS, INC.	200.00
270105		MISC	PLANTHROPIE	100.00
270106		MISC	PREMIER ROOFING	100.00
270108		MISC	RENAISSANCE RESTORATIONS INC	200.00
270109		MISC	RENEWAL BY ANDERSEN	1,743.75
270110		MISC	RENOVATIONS ROOFING	200.00
270112		MISC	RICK CLAAR	228.80
270113	*	003365	EDWARD ROSETT	170.00
270116	*	002806	SAM'S CLUB/SYNCHRONY BANK	627.57
270117		MISC	SCHUCK, F MICHAEL	500.00
270118		002051	SEAWAY PAINTING LLC	1,200.00
270119		009009	SIGNATURE CLEANING LLC	4,899.00
270120		MISC	SOULLIERE STONE DESIGN	100.00
270122		000260	SPARTAN DISTRIBUTORS INC	373.92
270123	*	008396	REBEKAH SPRINGER	374.07
270124		MISC	STEPHANIE GIANNOLA	744.04
270125		MISC	STUART FRANKEL DEVELOPMENT COMPANY	100.00
270127		MISC	SUPERIOR CUSTOM CONCRETE LLC	200.00
270129		000275	TIRE WHOLESALERS CO INC	146.68

**City of Birmingham**  
**Warrant List Dated 11/13/2019**

Meeting of 11/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
270130	*	MISC	TROY BECKER AND	3,384.75
270132		008728	TWO THE RESCUE LLC	1,000.00
270133		MISC	UNITED HOME SERVICES	100.00
270134	*	000293	VAN DYKE GAS CO.	119.10
270135	*	000158	VERIZON WIRELESS	76.02
270136	*	000158	VERIZON WIRELESS	871.85
270137	*	000158	VERIZON WIRELESS	380.35
270139		MISC	WALLSIDE INC	1,000.00
270141	*	007355	LINDSAY WILLEN	624.00
270142		009128	WITMER PUBLIC SAFETY GROUP INC	3,698.04
270143		008391	XEROX CORPORATION	534.81
SUBTOTAL PAPER CHECK				\$514,071.67
<u>ACH TRANSACTION</u>				
1698	*	002284	ABEL ELECTRONICS INC	1,365.00
1699	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	33,892.94
1700	*	000282	APOLLO FIRE EQUIPMENT	1,315.47
1702	*	000517	BEIER HOWLETT P.C.	45,143.75
1703	*	007345	BEVERLY HILLS ACE	86.16
1704	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	79.92
1705		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	84,828.09
1706	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	93.75
1707	*	000157	BOB ADAMS TOWING INC	485.00
1708	*	009111	CITY OF BIRMINGHAM #241	8,116.50
1709	*	000565	DORNBOS SIGN & SAFETY INC	323.95
1711	*	001077	DUNCAN PARKING TECH INC	873.35
1712	*	000207	EZELL SUPPLY CORPORATION	99.92
1713	*	007314	FLEIS AND VANDENBRINK ENG. INC	9,149.10
1714		001672	HAYES PRECISION INC	30.50
1715	*	007465	IN-HOUSE VALET INC	3,000.00
1716		007035	INNOVATIVE OFFICE TECHNOLOGY GROUP	648.16
1717	*	002407	J & B MEDICAL SUPPLY	1,277.82
1718	*	007870	J.C. EHRLICH CO. INC.	48.00
1719		000261	J.H. HART URBAN FORESTRY	13,416.19
1720	*	002576	JAX KAR WASH	212.00
1721	*	003458	JOE'S AUTO PARTS, INC.	448.68
1722	*	005550	LEE & ASSOCIATES CO., INC.	1,583.14
1725		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	151,551.98
1726		008269	PREMIER SAFETY	3,691.92
1727		001062	QUALITY COACH COLLISION	5,664.54
1728		000254	SOCRRA	75,379.00
1729		005787	SOUTHEASTERN EQUIPMENT CO. INC	5,914.33
1730		000273	TERMINAL SUPPLY CO.	36.33
1732	*	000969	VIGILANTE SECURITY INC	155.00

**City of Birmingham**  
**Warrant List Dated 11/13/2019**

Meeting of 11/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
1733		002088	WM. CROOK FIRE PROTECTION CO.	1,120.00
SUBTOTAL ACH TRANSACTION				\$450,030.49
GRAND TOTAL				\$964,102.16

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



Mark Gerber  
Finance Director/ Treasurer

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

**City of Birmingham**  
**Warrant List Dated 11/20/2019**

Meeting of 11/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
270145	*	001206	AMERICAN MIDWEST PAINTING INC	3,529.00
270146		MISC	AMY NORTH	181.08
270147		007033	APPLIED IMAGING	1,592.52
270148	*	007437	CHERYL ARFT	102.55
270149	*	006759	AT&T	270.77
270150		MISC	BABI CONSTRUCTION INC	900.00
270153		002231	BILLINGS LAWN EQUIPMENT INC.	101.94
270155		002982	BLOOMFIELD TWP FIRE DEPT	63.28
270156	*	006953	JACQUELYN BRITO	31.95
270158		003786	C & G PUBLISHING INC.	106.00
270159	*	000569	JOEL CAMPBELL	75.00
270162		000605	CINTAS CORPORATION	263.92
270163	*	000627	CONSUMERS ENERGY	6,258.09
270164		008512	COOL THREADS EMBROIDERY	15.00
270166		008772	CRANBROOK PAVEMENT	2,970.00
270167		MISC	DC DENTAL	138.09
270169	*	000179	DTE ENERGY	1,563.32
270170	*	000179	DTE ENERGY	34.38
270171	*	000179	DTE ENERGY	198.12
270172	*	000179	DTE ENERGY	5,507.91
270173	*	000179	DTE ENERGY	1,474.46
270174	*	000179	DTE ENERGY	4,467.09
270175	*	000179	DTE ENERGY	3,330.03
270176	*	000179	DTE ENERGY	1,948.03
270177	*	000179	DTE ENERGY	39.12
270178	*	000179	DTE ENERGY	59.51
270179	*	000179	DTE ENERGY	526.41
270180	*	000179	DTE ENERGY	224.00
270182	*	000179	DTE ENERGY	271.85
270183		MISC	DU MOUCHELLES	400.00
270184		009139	DUBOIS CHEMICALS INC	152.00
270186		003422	EMERGENCY MEDICAL PRODUCTS INC	46.30
270187		MISC	EMILIO CONSTRUCTION	2,000.00
270189		008034	CITY OF FARMINGTON HILLS	398.21
270190		MISC	FAST SIGNS OF BIRMINGHAM	400.00
270191		000936	FEDEX	152.74
270192	*	004514	FEDEX OFFICE	115.63
270193		008131	FINISHMASTER	50.72
270194	*	007212	FOSTER BLUE WATER OIL	755.90
270196		002510	GAMCO INVESTORS INC	22,702.00
270197		MISC	GARDNER SIGNS INC	200.00
270199	*	004604	GORDON FOOD	752.61

**City of Birmingham**  
**Warrant List Dated 11/20/2019**

Meeting of 11/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
270200	*	006868	GOVERNMENT FINANCE OFFICERS ASSN.	530.00
270201		000249	GUARDIAN ALARM	235.14
270202		006346	HARRELL'S LLC	6,390.00
270203		MISC	HEMANT SHAH	200.00
270204		MISC	HUNTER ROBERTS HOMES	5,000.00
270205		004837	IDEACORE, LLC	75.00
270207		MISC	ITEC ENTERPRISES LLC	500.00
270208		000344	J.T. EXPRESS, LTD.	3,484.12
270209		008564	JERRY'S TIRE	1,519.96
270210		MISC	JONNA LUXURY HOMES	1,400.00
270211	*	007827	HAILEY R KASPER	261.00
270212		004088	KGM DISTRIBUTORS INC	146.00
270214		004085	KONE INC	1,953.95
270216	*	000362	KROGER COMPANY	40.85
270217	*	MISC	LINDA BUCHANAN	300.00
270218		MISC	LMB PROPERTIES LLC	3,900.00
270219	*	008158	LOGICALIS INC	9,700.00
270221		MISC	LULU RUBENS	300.00
270222		008551	M & K TRUCK CENTERS	129.88
270223		008763	MARYKO HOSPITALITY, LLC	7,500.00
270224		006632	MAX R	516.38
270225		006973	MDI WORLDWIDE	212.05
270226		MISC	METRO DETROIT SIGNS INC	200.00
270227	*	005271	MICHIGAN FIRE INSP SOCIETY	350.00
270228		MISC	MICHIGAN GRAPHICS & AWARDS, INC.	85.50
270229		000377	MICHIGAN MUNICIPAL LEAGUE	300.00
270229	*	000377	MICHIGAN MUNICIPAL LEAGUE	163.56
270234		001452	MONTGOMERY & SONS INC	838.75
270235	*	006371	MPELRA	120.00
270236	*	008957	BENJAMIN MYERS	100.92
270238		MISC	NIDIA J FOLEY REVOC TRUST	100.00
270239	*	000477	OAKLAND COUNTY	433,668.87
270240		008214	OAKLAND COUNTY WATER DEPARTMENT	5,318.43
270241	*	003461	OBSERVER & ECCENTRIC	915.86
270242	*	008657	OCBOA	490.00
270244	*	000481	OFFICE DEPOT INC	297.78
270245		003881	ORKIN PEST CONTROL	5,020.00
270247		006625	PACIFIC TELEMAGEMENT SERVICES	78.00
270249	*	001753	PEPSI COLA	365.17
270250		MISC	PESCARINO, PHILIP	100.00
270252		008028	PK SAFETY SUPPLY	827.00
270253		000486	PLANTE & MORAN PLLC	4,108.50
270254		001263	POSITIVE PROMOTIONS INC	758.25

**City of Birmingham**  
**Warrant List Dated 11/20/2019**

Meeting of 11/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
270255		005733	POWER LINE SUPPLY	1.71
270256		MISC	PRM CUSTOM BUILDERS LLC	2,500.00
270257		004137	R & R FIRE TRUCK REPAIR INC	1,863.90
270258		006130	RESCUE RESPONSE GEAR INC	342.68
270259		007817	SAND SALES COMPANY LLC	1,673.53
270260		005759	SCHEMA ROOFING & SHEET METAL	1,810.00
270262	*	004202	SHRED-IT USA	145.54
270263		002021	SMAFC	165.00
270267		000260	SPARTAN DISTRIBUTORS INC	204.41
270268		MISC	SPECTRUM NEON CO.	200.00
270269		MISC	STERLING DEVELOPMENT CORP	500.00
270270		004544	STRYKER SALES CORPORATION	212.50
270271		MISC	TECHHOME BUILDING CO., LLC	672.56
270272		008748	TECHSEVEN COMPANY	1,985.00
270273		MISC	THE EMBLEM AUTHORITY	310.00
270274		MISC	THOMAS THEODORE MARCUCCI	100.00
270275	*	003173	TIFFANY FLORIST	70.00
270276		MISC	TROY C. OTTO	64.00
270277		MISC	UNITED HOME SERVICES	100.00
270278		002949	UNIVERSAL PLUMBING SUPPLY	12.15
270279		007226	VALLEY CITY LINEN	44.00
270280	*	000293	VAN DYKE GAS CO.	138.95
270281	*	000158	VERIZON WIRELESS	150.12
270282		MISC	WALLSIDE INC	1,000.00
270283	*	008963	KELLY WEIER	500.00
270284		001262	WICKLANDER-ZULAWSKI & ASSOC.	1,540.00
270286		009128	WITMER PUBLIC SAFETY GROUP INC	706.35
270287	*	003890	LAUREN WOOD	525.00
270288		001992	XEROX CORPORATION	1,151.38
270289	*	008008	JEFF ZIELKE	100.00
SUBTOTAL PAPER CHECK				\$581,659.23

ACH TRANSACTION

1735	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	31,508.39
1736	*	002284	ABEL ELECTRONICS INC	838.00
1738	*	007345	BEVERLY HILLS ACE	41.08
1739		006683	BIRMINGHAM LAWN MAINTENANCE	23,137.00
1739	*	006683	BIRMINGHAM LAWN MAINTENANCE	456.00
1740	*	008044	CLUB PROPHET	540.00
1741		003807	DOETSCH INDUSTRIAL SVCS INC	63,300.69
1742	*	001077	DUNCAN PARKING TECH INC	9,738.00
1743	*	000995	EQUATURE	3,500.00
1744		001672	HAYES PRECISION INC	42.50
1745	*	002407	J & B MEDICAL SUPPLY	243.38

**City of Birmingham**  
**Warrant List Dated 11/20/2019**

Meeting of 11/25/2019

Check Number	Early Release	Vendor #	Vendor	Amount
1746	*	007870	J.C. EHRLICH CO. INC.	70.00
1747		000261	J.H. HART URBAN FORESTRY	15,458.50
1748		000186	JACK DOHENY COMPANIES INC	9,825.45
1749	*	003458	JOE'S AUTO PARTS, INC.	1,044.48
1751	*	000891	KELLER THOMA	363.75
1752	*	005550	LEE & ASSOCIATES CO., INC.	195.00
1754	*	006359	NYE UNIFORM COMPANY	368.45
1755	*	005688	PEGASUS ENTERTAINMENT	850.00
1756	*	003352	JAMIE CATHERINE PILLOW	2,162.00
1757		005787	SOUTHEASTERN EQUIPMENT CO. INC	262.46
1759	*	000969	VIGILANTE SECURITY INC	220.50
1760		002974	VILLAGE OF BEVERLY HILLS	114,979.62
1761	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,627.46
1762		002088	WM. CROOK FIRE PROTECTION CO.	1,850.00
SUBTOTAL ACH TRANSACTION				\$282,622.71
GRAND TOTAL				\$864,281.94

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



Mark Gerber  
Finance Director/ Treasurer

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



## MEMORANDUM

Department of Public Services

**DATE:** November 15, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Lauren A. Wood, Director of Public Services

**SUBJECT:** Vehicle #224 Utility Vehicle Replacement

### INTRODUCTION:

Due to its age and condition, the Department of Public Services recommends replacement of vehicle #224, a 2009 John Deere Gator XUV 850D utility vehicle.

### BACKGROUND:

This small on/off road utility vehicle is used extensively year-round by the Parks and Forestry division for the purposes of landscape maintenance and snow/ice removal at city parks, municipal sites and public right-of-ways. The equipment was evaluated using the following replacement scoring matrix:

### Vehicle #224, 2009 John Deere Gator XUV 850D

Factor	Description	Points
Age	1 point each year of age.	10
Miles/Hours	1 point each 250 hours of usage	8.4
Type of Service	Type 4 – Extreme duties in adverse atmosphere	4
Reliability	Level 3 – In shop more than 1 time in 3-month period; 1 breakdown/road call within 3-month period	3
M & R Costs	Level 3 – Maintenance costs are more than 61-80% of replacement costs	3
Condition	Level 3 – Minor body damage, significant rust, weakened operating system and exhaust leak into cab	3
<b>Total points between 23-27, needs replacement.</b>		<b>31.4</b>

The Department of Public Services recommends replacing this equipment with a 2019 John Deere Gator XUV 825M Utility Vehicle. This model has demonstrated reliability and uses interchangeable attachments. This vehicle is available for purchase through Bader & Sons Co. through the State of Michigan MiDeal cooperative purchasing contract for a total expenditure of \$18,654.35. It is anticipated to be approximately six weeks for delivery.

### LEGAL REVIEW:

This purchase does not require legal review.



**FISCAL IMPACT:**

This vehicle replacement is planned for and included in the Vehicle and Equipment Replacement schedule for the 2020-21 budget at the projected amount of \$24,000. Based on the condition of this equipment and rating, we have moved up replacement and recommend it at this time. The Vehicle and Equipment Replacement schedule is a best estimate for annual replacements, but other factors come into play after such schedule is prepared. For instance, one vehicle projected on the 19-20 budget schedule was already purchased last year; therefore, the amount of \$35,000 is available for this purchase.

The general replacement qualifier for this utility vehicle is five to eight years, but depends on actual wear and tear. Funds for this expenditure – totaling \$18,654.35 – are available from the Auto Equipment Fund. The replaced vehicle will be stripped of transferrable equipment and listed on the Michigan Inter-Governmental Trade Network (MITN) for public auction.

**PUBLIC COMMUNICATION:**

This purchase does not require public communication.

**SUMMARY:**

Based on age and condition the Department of Public Services recommends approving the purchase of one (1) 2019 John Deere Gator XUV 825M from Bader & Sons Co., using funds from the Auto Equipment Fund #641-441.006.971.0100 for a total expenditure of \$18,654.35.

**ATTACHMENTS:**

The Department of Public Services established Fleet Replacement Guidelines, as attached, which assists us in evaluating vehicles for appropriate replacement. In addition, the vehicle ratings help us with future planning and budgeting overall for citywide fleet purchases.

**SUGGESTED RESOLUTION:**

To approve the purchase of one (1) John Deere XUV 825M Utility Vehicle from Bader & Sons Co. through the State of Michigan MiDeal cooperative purchasing contract #071B7700085 in the amount of \$18,654.35 from the Auto Equipment Fund, account #641-441.006.971.0100.



## MEMORANDUM

Department of Public Services

**DATE:** March 14, 2016

**TO:** Joseph A. Valentine, City Manager

**FROM:** Lauren A. Wood, Director of Public Services

**SUBJECT:** City of Birmingham Fleet Replacement Guidelines

The City of Birmingham Department of Public Services has the responsibility for the maintenance and replacement of all vehicles on a City-wide basis. The City has over 200 vehicles. This rating and evaluation criteria was formalized during 2012 and the scoring system actually put into practice January of 2013. The RTA Fleet Management software is utilized for the purpose of providing and tracking preventive/reactive maintenance on all fleet vehicles. Records are maintained and updated by our Public Works Manager and two (2) fleet mechanics. The Replacement Guidelines are used internally to assess all City vehicles. Such replacement decisions are based on a review of all maintenance records and include general intuitive and observational perspectives. The table below is the general life expectancy of vehicles within our fleet.

Vehicle Classification	Life Expectancy
Pick-ups, Vans and Sedans	8-10 years
Large Dump Trucks	12-15 years
Backhoes	8 years
Street Sweepers and Vactor Truck	8-10 years
Front End Loaders	15-20 years
Marked and Unmarked Patrol Vehicles	75,000-90,000 miles
Rubbish Trucks	15-20 years

The criteria listed below are factors reviewed as a basis for vehicle replacement decisions:

- Age
- Miles/Hours
- Type of Service
- Reliability
- Maintenance and Repair Costs
- Overall Condition

The following two tables illustrate the complete breakdown used to assign points to vehicles in an effort to classify them as Excellent, Good, Satisfactory and Poor. Those that receive a rating of Satisfactory or Poor receive priority consideration for replacement recommendation. In order to perform this evaluation, the fleet is broken down into two like categories. The first category is pickups, vans and sedans. This category is inclusive of all pickups, vans, sedans and both marked and unmarked patrol vehicles. The second category is Off Road Equipment, Dump Trucks and Special Duty. This category includes large dump trucks, backhoes, front end loaders, rubbish trucks, street sweepers and the Vector truck.

### **REPLACEMENT GUIDELINES Pickups, Vans and Sedans**

FACTOR	POINTS	DESCRIPTION
Age	1	Each year of chronological age.
Miles/Hours	1	Each 10,000 miles of usage.
	1	Each 250 hours of usage.
Type of Service	1	Standard sedans and light pickups.
	2	Standard vehicles with occasional off-road usage.
	3	Any vehicle that pulls trailers, hauls heavy loads, and has continued off-road usage.
	4	Any vehicle involved in snow removal.
	5	Police, fire, and Rescue service vehicles.
Reliability	1	In shop 1 time within 3 month period. No major breakdowns or road calls.
	2	In shop 1 time within 3 month period, 1 breakdown/ road call within 3 month period.
	3	In shop more than twice within time period, no major breakdowns or road calls.
	4	In shop more than once in 1 month period, 2 or more breakdowns/road calls in same period.
	5	In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period.
M & R Costs	1	Maintenance costs are less than or equal to 20% of replacement cost.
	2	Maintenance costs are 21-40% of replacement cost.
	3	Maintenance costs are 41-60% of replacement costs.
	4	Maintenance costs are 61-80% of replacement costs.
	5	Maintenance costs are greater than or equal to 81% of replacement costs.
Condition	1	No visual damage or rust and a good drive train.
	2	Minor imperfections in body and paint, interior fair (no rips, holes, burns) and good drive train.
	3	Noticeable imperfections in body and paint surface, some rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and 1 drive train component bad.
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, and major damage from add-on equipment.

#### Point ranges

0-17	Excellent	Do not replace
18-22	Good	Re-evaluate for next year's budget
23-27	Satisfactory	Qualifies for replacement this year if budget allows
28+	Poor	Needs priority replacement

## REPLACEMENT GUIDELINES

### Off Road Equipment, Dump Trucks and Special Duty

FACTOR	POINTS	DESCRIPTION
Age	1	Each year of chronological age.
Miles/Hours	1	Each 5,000 miles of usage.
	1	Each 250 hours of usage.
Type of Service	1	Standard duties are equipped.
	2	Standard duties when used with attachments (side bar, backhoes, rear brush hogs).
	3	Multiple duties based on season (snow, mowing, leaf).
	4	Extreme duties in adverse atmosphere (dust, salt, water, dirt, mud).
	5	Heavy construction work including snow removal.
Reliability	1	In shop 1 time within 3 month period. No major breakdowns or road calls.
	2	In shop 1 time within 3 month period, 1 breakdown/road call within 3 month period.
	3	In shop more than 1 time in 3 month period, 1 breakdown/road call within 3 month period.
	4	In shop more than 2 times in 3 month period, 1 or more breakdowns/road calls in same period.
	5	In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period.
M & R Costs	1	Maintenance costs are less than or equal to 20% of replacement cost.
	2	Maintenance costs are 21-40% of replacement cost.
	3	Maintenance costs are 41-60% of replacement costs.
	4	Maintenance costs are 61-80% of replacement costs.
	5	Maintenance costs are greater than or equal to 81% of replacement costs.
Condition	1	Good condition, fully functional.
	2	Fair body, functional.
	3	Minor body damage, rust, weak operating system.
	4	Severe damage, rust, operating system, component not functional.
	5	Extreme damage, rust, operating system, inoperable.

#### Point ranges

0-17	Excellent	Do not replace
18-22	Good	Re-evaluate for next year's budget
23-27	Satisfactory	Qualifies for replacement this year if budget allows
28+	Poor	Needs priority replacement

Fleet replacement planning plays a very important role in the City's ability to keep staff safe, reduce liability, protect the public and provide efficient uninterrupted service. Further, updated equipment reduces vehicle downtime, lowers vehicle maintenance costs and offers the ability to take advantage of new technologies. Other variables taken into account in replacement decisions are balancing vehicle maintenance and operating costs versus the vehicle resale value. This will impact whether we keep it or plan on selling it sooner. Another very important fact is that newer vehicles offer better fuel economy than their predecessors. The Department of Public Services will continue to fully evaluate equipment to ensure that all fleet purchases are based on need, utilizing the aforementioned rating system.



cheryl arft <carft@bhamgov.org>

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## Resignation from Parks & Recreation Board

1 message

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**Therese Quattrociocchi Longe** <tmquattro@gmail.com>

Sun, Nov 10, 2019 at 10:28 PM

To: Joe Valentine <jvalentine@bhamgov.org>, cheryl arft <carft@bhamgov.org>, Heather Carmona <htcarmona@sbcglobal.net>

Dear Joe,

I believe that given my election as a City Commissioner for the City of Birmingham, I am required to resign my position as Chair of the Parks and Recreation Board.

I have been honored to serve with a wonderful group of fellow Board members who are devoted to protecting and improving our parks, golf courses, and recreational facilities.

I would also like to express thanks to Lauren, Carrie, and Connie for their help supporting the Board over the years.

Please accept this email as notice of my resignation from the Parks & Recreation Board.

Thank you,

Therese Longe

### SUGGESTED RESOLUITON:

To accept the resignation of Therese Longe from the Parks and Recreation Board, to thank her for her service, and to direct the City Clerk to begin the process of filling the vacancy.



cheryl arft <carft@bhamgov.org>

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## Resignation from CIA

1 message

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**Clinton Baller** <clinton@baller4bham.com>

Mon, Nov 11, 2019 at 3:24 PM

To: cheryl arft <carft@bhamgov.org>, Joe Valentine <jvalentine@bhamgov.org>

Please accept my resignation from the Corridor Improvement Authority effective immediately.

Thanks.

Clinton Baller

### SUGGESTED RESOLUTION:

To accept the resignation of Clinton Baller from the Triangle District Corridor Improvement Authority, to thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.



# MEMORANDUM

Finance Department

**DATE:** November 18, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Mark Gerber, Director of Finance/Treasurer  
Kathryn Burrick, Senior Accountant

**SUBJECT:** 2019 Community Development Block Grant Program Year Subrecipient Agreement.

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## INTRODUCTION:

On December 3, 2018, the City Commission approved an application for Community Development Block Grant (CDBG) funds from Oakland County for program year 2019 (July 1, 2019 to June 30, 2020). In order to receive those funds, the City is required to sign a Subrecipient Agreement with Oakland County.

## BACKGROUND:

The purpose of the 2019 Program Year Subrecipient Agreement between the County of Oakland and the City of Birmingham is for the Subrecipient (City) to receive 100% federally funded CDBG monies from the Grantee (County).

The CDBG program is a U.S. Department of Housing and Urban Development (HUD) program that provides funds annually to entitlement jurisdictions. CDBG funds housing, public facility and public service activities that benefit low-income households and persons with special needs. Oakland County receives CDBG funds as an "urban county". Participating communities must join with the County to receive CDBG funding. The City of Birmingham has been a participant of the CDBG program for over 30 years.

Oakland County has obligated **\$36,090** of CDBG funding to the City of Birmingham for the 2019 Program Year. This is \$2,469 higher than what the City Commission originally approved on December 3, 2018, and is the result of additional funding that was made available to the County. The additional funds of \$2,469 were allocated to Yard Services, Senior Services and Removal of Architectural Barriers by the County as follows: Public Service Activity-Yard Services \$540.70, Senior Services \$200 and Removal of Architectural Barriers \$1,728.30.

	Original	Revised	Change
<b>Public Service Activity:</b>			
Yard Services	\$ 6,786.30	\$ 7,327.00	\$ 540.70
Senior Services	3,300.00	3,500.00	200.00
<b>Removal of Architectural Barriers:</b>			
Adams Fire Station – Retrofit front door entrance to comply with ADA standards	<u>23,534.70</u>	<u>25,263.00</u>	<u>1,728.30</u>
TOTAL	<u>\$33,621.00</u>	<u>\$ 36,090.00</u>	<u>\$2,469.00</u>

Federal regulations require Oakland County as an urban county grantee to execute a Subrecipient Agreement with each participating community, which must be signed by the highest elected official in order to receive funds. The completed agreement is required to be submitted to Oakland County no later than December 2, 2019.

**LEGAL REVIEW:**

A legal review has been conducted on the Subrecipient Agreement with no issues identified.

**FISCAL IMPACT:**

The original allocation of funds was approved in the 2019-2020 budget. The budget should be amended for the additional funding.

**SUMMARY:**

It is suggested that the 2019 Program Year Subrecipient Agreement between the County of Oakland and the City of Birmingham be signed by the mayor and that the budget amendment increasing the funding for this program year be approved.

**ATTACHMENTS:**

1. 2019 Program Year Community Development Block Grant (CDBG) Subrecipient Agreement

**SUGGESTED RESOLUTION:**

To authorize the mayor to sign the 2019 Program Year Community Development Block Grant (CDBG) Subrecipient Agreement on behalf of the City and to approve the appropriations and amendment to the 2019-2020 CDBG Fund Budget as follows:

**Revenues:**

Intergovernmental Revenue 248-000.000-503.0000	\$2,469
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**Expenditures:**

Other Charges 248-690.000-836.0100	\$1,728
Other Charges 248-690.000-836.0600	200
Other Charges 248-690.000-836.0200	<u>541</u>
Total Expenditures	<u>\$2,469</u>



Catalog of Federal Domestic Assistance (CFDA) #:14.218  
Program: Community Development Block Grant/Entitlement  
Federal Awarding Agency: U.S. Department of Housing & Urban Development (HUD)  
Federal Award Identification Number (FAIN): B-19-UC-26-0002  
Federal Award Date: 09/11/2019

**Program Year 2019 Subrecipient Agreement between  
the County of Oakland and the City of Birmingham  
Data Universal Numbering System (DUNS) #:074239450**

**INTRODUCTION**

This agreement is entered into by and between the County of Oakland, a Michigan constitutional corporation (herein called the "Grantee"), and the City of Birmingham (herein called the "Subrecipient") in accordance with Community Development Block Grant (CDBG) regulations at 24 CFR 570.501 and 570.503 and the terms of the Cooperative Agreement previously executed by the Grantee and Subrecipient effective for Program Years (PY) 2018 through 2020. The objective of CDBG is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income. The Grantee is designated as an Urban County entitlement community and has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383. As an entitlement community the Grantee has received CDBG funds totaling \$5,311,554 for the program year (PY) 2019 period beginning July 1, 2019 and ending June 30, 2020. Attachment 1 is a copy of the U.S. Department of Housing and Urban Development (HUD) Funding Approval/Agreement, which is part of this Agreement through reference. The Grantee has the right and authority under said CDBG Program to allocate a portion of its funds to the Subrecipient for purposes of administering eligible activities. It is the purpose and intent of this Subrecipient Agreement to enable the Grantee to pass the responsibility to the Subrecipient to carry out the project(s) described in the CDBG application which was approved and funded by the Grantee as the grant. CDBG funding will not be used for Research and Development. The following statements and provisions are acknowledged and agreed upon by and between the parties.

**I. TIME PERIOD**

This agreement shall go into effect on the day that CDBG funds are accepted by the Oakland County Board of Commissioners and released by letter to the Subrecipient for expenditure and will remain in effect for a period of four years from the date Oakland County releases the final monthly Financial Report verifying all expenditures are complete, or (B) the community terminates participation in the CDBG program at the end of a given three-year cooperative agreement period and the four-year record retention period has expired as specified in Section IV of this agreement, or (C) at the expiration of any additional period specified in the body of this agreement, whichever is longer.

**II. SUBRECIPIENT AWARD AND STATEMENT OF WORK**

The total amount of CDBG funds obligated to the Subrecipient is \$36,090. The total amount obligated is 100% federal funding. The Subrecipient Project Summary as contained in the Grantee approved CDBG application to the U.S. Department of Housing and Urban Development (HUD) and any changes to the project summary through Grantee approved reprogramming shall constitute the CDBG statement of work which is part of this Agreement through reference. The specific activities, scope of work, national objective identifications, eligibility determinations, levels of accomplishment, project schedule and goals and performance measures are specified in the Subrecipient Project Summary as Attachment 2. The Subrecipient shall assign and maintain personnel to administer CDBG activities and expend funds. The Grantee shall monitor the performance of the Subrecipient against CDBG goals and performance standards and federal CDBG regulations.

**III. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the following:

1. 24 CFR Part 570, U.S. Housing and Urban Development Regulations for CDBG, including Subpart K of these regulations, except that (a) the Subrecipient does not assume the Grantee's environmental responsibilities described at 24 CFR 570.604, and (b) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52;
2. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

3. all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

**B. System of Award Management Registration**

The Subrecipient agrees to register and maintain active status in the System of Award Management (SAM) or with a successor government-wide system officially designated by the Office of Management and Budget until the closeout of this CDBG award in accordance with 2 CFR Part 25, Appendix A. The Subrecipient agrees to authorize their entity's information to be displayed in SAM's (or successor system's) Public Search.

**C. Relationship of Grantee and Subrecipient**

For purposes of this agreement, the relationship of the Subrecipient to the Grantee shall be that of two independent governmental entities. No partnership, association, or joint enterprise shall arise between the parties hereto as a result of any provision of this agreement except as specified in the most current three-year Cooperative Agreement, as renewed, already executed between the Subrecipient and the Grantee, nor shall any provision herein be construed as making an employee of the Subrecipient an agent or employee of the Grantee. The Subrecipient Agreement is subject to the terms and conditions of the Grant Agreements as approved by the Oakland County Board of Commissioners by resolution on file with the Oakland County Clerk. If the Grantee's original Grant Agreement from HUD is amended, copies of the amendment(s) will be provided to the Subrecipient.

**D. Responsibility**

The Subrecipient shall be responsible to the Grantee, its officials, volunteers, boards, commissions, and agents against any and all expense and liability arising from any act, omission, or negligence of the Subrecipient.

**E. Workers' Compensation**

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

**F. Insurance & Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

**G. Notification of Legal Action**

The Subrecipient shall notify the Grantee, through the Manager of Community & Home Improvement, in writing, of its intent to pursue a claim against the Grantee for breach of any of the terms of this Agreement. No suit may be commenced by the Subrecipient for breach of this contract prior to the expiration of ninety days from the date of such notification. Within this ninety-day period, the Subrecipient, at the request of the Grantee, must meet with an appointed representative of the Grantee for purposes of attempting to resolve the dispute.

**H. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by the Grantee. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as a part of this Agreement, such modifications will be incorporated only by written amendment through the Grantee's Reprogramming Process.

**I. Suspension or Termination**

**1. Remedies for Noncompliance**

If the Subrecipient fails to comply with federal statutes, regulations or the terms and conditions of this Agreement, the Grantee may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the Grantee determines that noncompliance cannot be remedied by imposing additional conditions, the Grantee may take one or more of the following actions, as appropriate in the circumstances:

- (a) temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Grantee;
- (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) wholly or partly suspend or terminate the Agreement;
- (d) recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- (e) withhold further funds for the project or program;
- (f) take other remedies that may be legally available.

## **2. Termination**

This Agreement may be terminated in whole or in part as follows:

- (a) by the Grantee, if the Subrecipient fails to comply with the terms and conditions of this Agreement;
- (b) by the Grantee for cause;
- (c) by the Grantee with the consent of the Subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- (d) by the Subrecipient upon sending to the Grantee written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the sub award will not accomplish the purpose for which this Agreement was made, the Grantee may terminate the Agreement in its entirety.

The Grantee must provide to the Subrecipient a notice of termination. Written suspension or notice of termination will be sent to the Subrecipient's business address. If this Agreement or the three-year Cooperative Agreement is terminated or partially terminated, both the Grantee and the Subrecipient remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

## **IV. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

#### **2. Audit Requirements**

The Subrecipient agrees to comply with 2 CFR Part 200.501 Audit Requirements. Any deficiencies noted in audit reports shall be fully cleared by the Subrecipient within 60 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with any audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Any disallowed CDBG costs identified in an audit that requires a pay back to the federal government or the Grantee shall be the sole responsibility of the Subrecipient and be repaid by the Subrecipient using funds other than federal CDBG funds or any other Grantee resources.

#### **3. Cost Principles**

The Subrecipient shall administer its program in conformance with 2 CFR Part 200. These principles will be applied for all costs incurred.

### **B. Record Retention and Access**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) records providing a full description of each activity undertaken;
- (b) records demonstrating each activity undertaken meets a national objective of the CDBG program;
- (c) records required to determine the eligibility of activities;
- (d) records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (e) records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (f) financial records as required by 24 CFR 570.502 and 2 CFR 200.333;
- (g) other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### **2. Retention Requirements for Records**

Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to this Agreement must be retained for a period of four years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Grantee, except that:

- (a) The retention period for individual CDBG activities shall be the longer of 4 years after the expiration or termination of this Agreement, or 4 years after the submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time;
- (b) Records for individual activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) or change of use provisions at 24 CFR 570.505 must be maintained for as long as those provisions continue to apply to the activity;
- (c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

If any litigation, claim, or audit is started before the expiration of the 4-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for 4 years after final disposition.

**3. Methods for collection, transmission and storage of information**

The Subrecipient should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with 2 CFR 200.335 - Methods for collection, transmission and storage of information.

**4. Access to Records**

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Grantee, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Agreement, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access to the Subrecipient's records is not limited to the required retention period but last as long as the records are retained. The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to complete program monitoring and to meet the requirements in 2 CFR 200.331, 200.300 - 200.309, and Subpart F of 2 CFR Part 200.

**5. Restriction on Public Access to Records**

CDBG records are public to the extent allowed by State and Federal Freedom of Information Act laws. Client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities for services provided under this Agreement, is prohibited unless written consent is obtained from such client or guardian.

**C. Reporting and Payment Procedures**

**1. Program Income**

The Subrecipient will report annual program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements sets forth at 24 CFR 570.504. At the end of the program year, the Subrecipient will remit to the Grantee any and all CDBG program income generated during the program year. The Grantee shall re-issue these funds to the Subrecipient as an addition to its next formula allocation or under a separate release of funds process as mutually agreed by the Subrecipient and the Grantee, unless the Grantee, for good cause, shall in writing inform the Subrecipient that it shall not have the program income returned and the reasons why it shall not be returned.

**2. Payment**

This Agreement is reimbursement only. The Grantee shall pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed the total grant amount delineated in the Subrecipient's Project Summary. Drawdowns for the payments of eligible expenses shall be reimbursed to the Subrecipient against line item budgets specified in the Project Summary and in compliance with supporting financial and performance documentation required by the Grantee. Costs must be reasonable and necessary. The Grantee shall not assume any responsibility or liability to pay or ineligible or disallowed obligations, commitments or costs incurred by the Subrecipient during the duration of this Agreement or prior to the full execution of this Agreement. Any ineligible CDBG obligations or disallowed costs incurred by the Subrecipient shall be the sole responsibility of the Subrecipient.

Any disallowed or ineligible CDBG costs, contractual obligations or expenditures under this Agreement identified by the Grantee, Auditor, HUD or other responsible entity shall be paid by the Subrecipient to the contractor directly or repaid to the Grantee using Subrecipient cash resources other than CDBG or any other federal funds.

**3. Progress and Performance Reports and Monitoring**

The Subrecipient shall report on its progress or performance to the Grantee in the form, content and frequency as required by the Grantee. The Grantee shall monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Grantee shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures shall be initiated.

**D. Procurement**

The Subrecipient shall comply with 2 CFR 200 and 24 CFR Part 85.36 or more restrictive local procurement policies concerning the purchase of goods and services with CDBG funds to facilitate fair and open competition. The Subrecipient shall maintain inventory records for equipment purchases (\$5,000 or more) and real property acquisition (\$25,000 or more). All persons, agencies, suppliers, organizations, etc. hired by the Subrecipient to carry out activities funded in whole or in part with CDBG funds are contractors, not subrecipients or subgrantees. All procurement and other requirements as they relate to contractors apply. The Subrecipient must have written agreements with all contractors. The Subrecipient may not subgrant CDBG funds to any person or non-profit or private for-profit organization or agency.

**E. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311, 200.313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
2. Real property under the Subrecipient's control that was acquired or improved in whole or in part with funds under this Agreement in excess of \$25,000.00 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after this Agreement is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this five-year period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period;
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that CDBG funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee or (b) shall be retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

**F. Closeout**

**1. Closeout**

The Grantee shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by the Subrecipient. The Subrecipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of this Agreement. The Grantee may approve extensions when requested by the Subrecipient. Unless the Grantee authorizes an extension, the Subrecipient must liquidate all obligations incurred under this Agreement not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of this Agreement. The Grantee must make prompt payments to the Subrecipient for allowable reimbursable costs under this Agreement being closed out. The Subrecipient must promptly refund any balances of unobligated cash that the Grantee paid in advance or paid and that are not authorized to be retained by the Subrecipient for use in other projects.

See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. Consistent with the terms and conditions of the Federal award, the Grantee must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received. The Subrecipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §200.310 Insurance coverage through §200.316 Property trust relationship and §200.329 Reporting on real property. The Grantee should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.

**2. Post-closeout Adjustments and Continuing Responsibilities**

The closeout of this Agreement does not affect any of the following:

- (a) The right of the Grantee to disallow costs and recover funds on the basis of a later audit or other review. The Grantee must make any cost disallowance determination and notify the Subrecipient within the record retention period;
- (b) The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions;
- (c) Audit requirements in Subpart F—Audit Requirements of this part;
- (d) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this part, §200.310 Insurance Coverage through §200.316 Property trust relationship;
- (e) Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

**V. OTHER PROGRAM REQUIREMENTS**

The Subrecipient shall carry out its CDBG activities in a manner consistent with the requirements contained in the three-year Cooperation Agreement between the Grantee and the Subrecipient, as renewed, with the applicable statutes and regulations governing the Consolidated and Annual Action Plans as authorized by the Oakland County Board of Commissioners, and under Subpart K of the CDBG regulations at 24 CFR Part 570, with the exception of the CDBG environmental review responsibilities, which shall be borne by the Grantee using information and/or reports provided by the Subrecipient in accordance with the CDBG environmental review process. CDBG compliance requirements address: affirmatively furthering fair housing, excessive force, drug free workplace, civil rights laws; non-discrimination in providing services, employment and contracting opportunities; affirmative action; prohibited political, religious and lobbying activities; and conflict of interest, copyright and labor standards.

**VI. CONFLICTS OF INTEREST**

**A. Procurement of Supplies, Equipment, Construction, and Services**

In the procurement of supplies, equipment, construction, and services by the Subrecipient, the Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this Agreement if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

**B. Acquisition and Disposition of Real Property**

**1. Applicability**

In all cases not governed by paragraph A of this section, including the acquisition and disposition of real property and the provision of assistance by the Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703(i)).

**2. Persons Covered**

The conflict of interest provisions of paragraph 3 of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient that are receiving funds under this Agreement.

**3. Conflicts Prohibited**

The general rule is that no persons described in paragraph 2 of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.


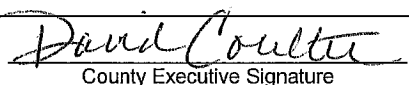
**VII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VIII. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the authorized representatives of the Grantee and the Subrecipient have signed this agreement below, and agree to abide by all terms as set forth herein.

 Chair, Board of Commissioners Signature		 County Executive Signature	
David T. Woodward Printed Name		David Coulter Printed Name	
11/7/19 Date		11-8-19 Date	
<b>Witnessed by</b>			
JoAnn STRINGFELLOW Printed Name		Reanne M. Jeffery DIANE M. JEFFERY Printed Name	
11-7-19 Date		11-8-19 Date	

**City of Birmingham by**

Highest Elected Official or Authorized Designee Signature	
Printed Name	
Date	
<b>Witnessed by</b>	
Printed Name	
Date	

**Contact Information**

Karry L. Rieth, Manager  
Oakland County Community & Home Improvement Division  
250 Elizabeth Lake Road #1900  
Pontiac, MI 48341-0414  
(248) 858-5403 riethk@oakgov.com

**DATE:** November 21, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Austin W. Fletcher, Assistant City Engineer

**SUBJECT:** Parking Lot 5 Outfall Repair  
Contract #12-19(S)

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**INTRODUCTION:**

Bids for the Parking Lot 5 Outfall Repair were opened on November 20, 2019. The City received three (3) bids. The low bidder was Angelo Iafrate Construction Company.

**BACKGROUND:**

Parking Lot 5 is located adjacent to the Old Woodward Parking Structure (Willits and N. Old Woodward). The northeast corner of the parking lot (behind the new Brookside development) has been experiencing a drainage issue for some time. There are two (2) existing catch basins located at this end of the parking lot which receives most of the drainage from the parking lot. It was originally believed that during certain times or rain events these catch basins would become clogged with leaves or debris and cause the water to raise over the curb and erode the embankment. When this occurred, our Department of Public Services (DPS) would clean the catch basins and fill the void with stone. Over the last several months, this condition has continued to become more of a concern in regards to safety, erosion and the integrity of adjacent utility pole (see attached photos).

DTE was advised of the situation and where requested to visit the site to determine if the utility pole adjacent to the eroded area was compromised or in danger of falling. They visited the site last month and concluded that there were no issues at this time in regards to the utility pole and its integrity.

We had our consultant, Hubbell, Roth & Clark (HRC) review the existing conditions and provide a solution. HRC performed a survey of the area and during the evaluation determined that the existing catch basins could not adequately drain the flow from the parking lot before it raised over the curb causing the unsafe conditions and erosion. HRC proposed replacing the existing catch basins with three (3) new catch basins with different covers correctly sized to handle the flow from the parking lot as well as replace a section of pipe that had been compromised and stabilize the embankment.

The low bidder was Angelo Iafrate Construction Company, of Warren, MI, with their bid of \$76,300. Angelo Iafrate has an excellent record of quality work, including keeping the work site clean, and working well on restoration. They have recently completed two (2) projects within the City; Old Woodward Reconstruction and the 2018 Local Street Paving Program. We are confident that they have the qualifications to be successful at this project.



**LEGAL REVIEW:**

The City's standard contract language was used for this bidding document. No legal review is required at this time.

**FISCAL IMPACT:**

The engineer's estimate from Hubbell, Roth, & Clark was \$75,000. This repair was not contemplated at the time when the 2019-2020 fiscal year budget was prepared so a budget amendment is necessary.

**PUBLIC COMMUNICATIONS:**

SP+ (our parking management company) will be notified once a construction schedule has been provided by the Contractor, so they may notify the pardons of Parking Lot 5 as well as the Old Woodward Parking Structure.

**SUMMARY:**

It is recommended that the Parking Lot 5 Outfall Repair, Contract #12-19(S), be awarded to Angelo Iafrate Construction Company, in the amount of \$76,300.

**ATTACHMENTS:**

- Bid Summary – November 20, 2019 (one page)
- Photos of existing conditions (one page)
- Construction Plans (seven sheets)

**SUGGESTED RESOLUTION:**

To award the Parking Lot 5 Outfall Repair, Contract #12-19 (S), to Angelo Iafrate Construction Company, in the amount of \$76,300, to be charged to account number 585-538.005-981.0100; and further to approve the appropriation and amendment to the 2019-2020 Automobile Parking System Fund budget as follows:

**Revenues:**

Draw from Net Position	585-000.000-400.0000	\$76,300
------------------------	----------------------	----------

**Expenses:**

Public Improvements	585-538.005-981.0100	\$76,300
---------------------	----------------------	----------

**CITY OF BIRMINGHAM**

**PARKING LOT 5 OUTFALL REPAIR**

**CONTRACT # 12-19 (S)**

**BID SUMMARY**

**November 20, 2019 - 2:00 PM**

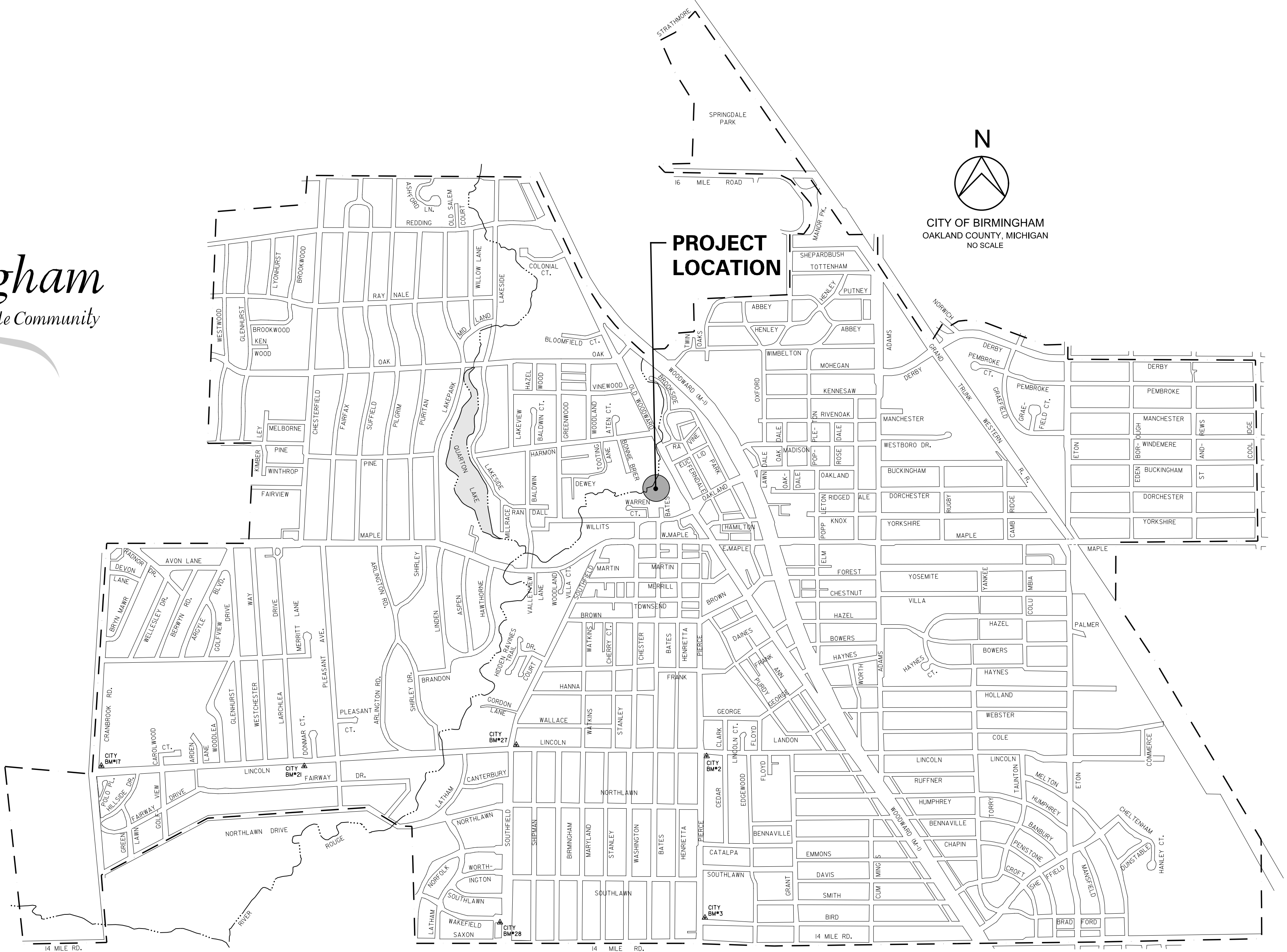
Company Name	Addendums	5% Bid Security	Base Bid
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[illegible]






CITY OF BIRMINGHAM  
ENGINEERING DEPARTMENT  
MUNICIPAL PARKING LOT No. 5 OUTFALL REPAIR  
CITY CONTRACT No. 12-19(S)




PLAN SHEET INDEX	SHEET No.
COVER	1
DRAINAGE CALCULATIONS	2
PROJECT NOTES	3
PROJECT DETAILS	4
CONSTRUCTION PLAN	5
WRC SOIL EROSION AND SEDIMENTATION CONTROL DETAILS	6
CITY OF BIRMINGHAM SEWER STANDARD DETAILS	7



**HUBBELL, ROTH & CLARK, INC**  
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE  
BLOOMFIELD HILLS, MICH.      P.O. BOX 824  
48303 - 0824

PHONE: (248) 454-6300  
FAX (1st Floor): (248) 454-6312  
FAX (2nd Floor): (248) 338-2592  
WEB SITE: [http:// www.hrc-engr.com](http://www.hrc-engr.com)

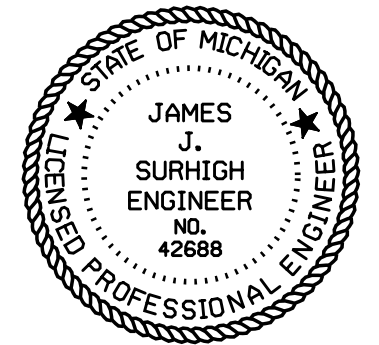


NOTICE:  
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

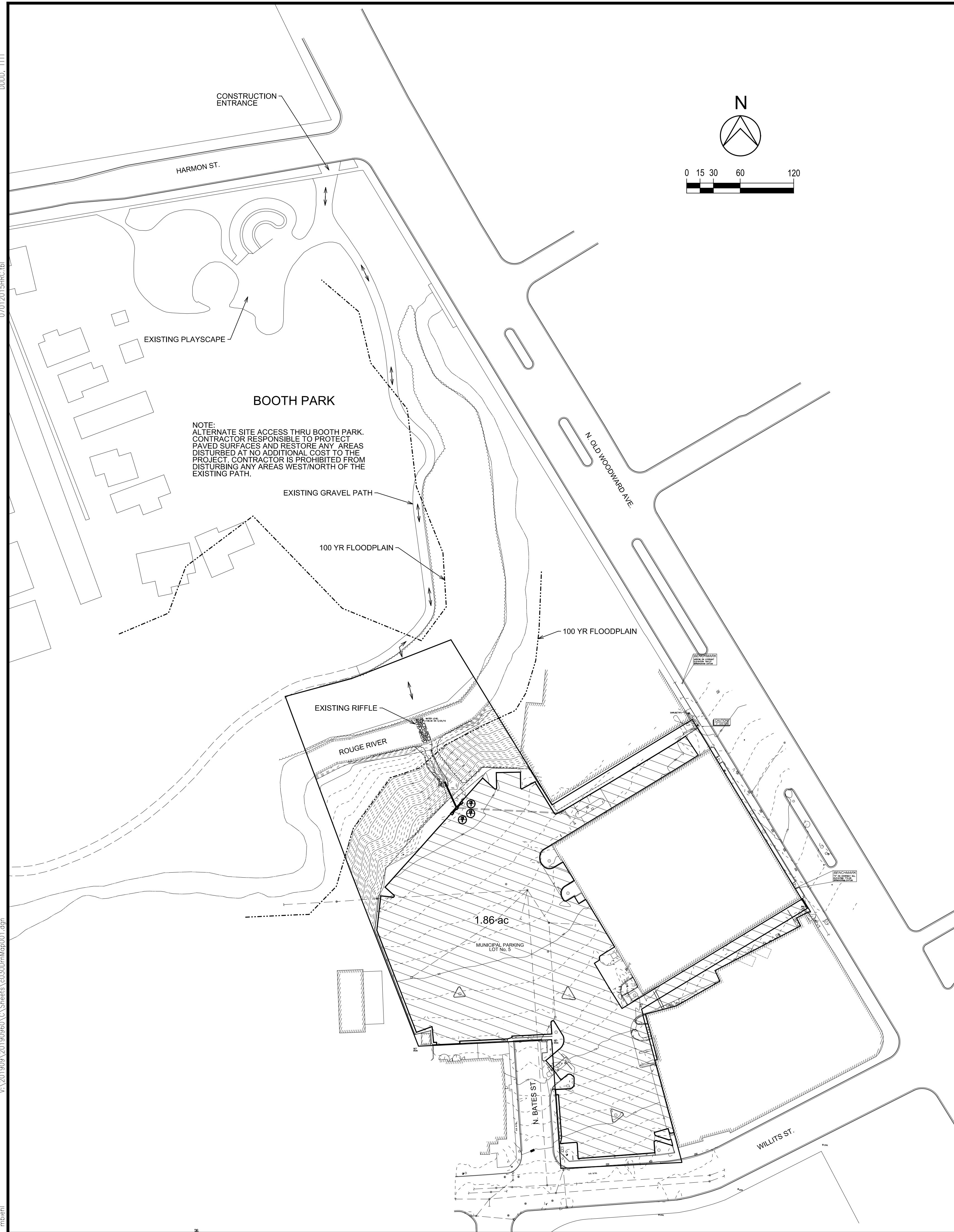


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CALL MISS DIG  
72 HOURS  
(3 WORKING DAYS)  
BEFORE YOU DIG  
**1-800-482-7171**  
or **811**  
(TOLL FREE)



11-01-2019	ISSUED FOR BIDS
DATE	ADDITIONS AND/OR REVISIONS



## STORM SEWER DESIGN CALCULATIONS

$$Q = C \times I \times A$$

C = 1.0 (10 YR STORM)

1 - 175

**T = 8 min.**

A = 1.86 ac.

$$Q_{10} = (1.0)(5.3)(1.86)$$

$$Q_{10} = 9.9 \text{ cfs}$$

## CATCH BASIN GRATE CAPACITY

DRAINAGE STRUCTURE MDOT TYPE K  
(E.J.I.W. 7045 OR APPROVED EQUAL)

GRATE OPENING = 160 sq in     $Q = 4.2 \text{ cfs} \times 3 = 12.6 \text{ cfs}$

## LEGEND



DRAINAGE AREA

**NOTICE:**  
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC  
SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND  
RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE,  
OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR  
ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING.  
PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY  
THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.



**CALL MISS DIG  
72 HOURS  
(3 WORKING DAYS)  
BEFORE YOU DIG  
1-800-482-7171  
or 811  
(TOLL FREE)**




**HRC**  
**HUBBELL, ROTH & CLARK, INC**  
CONSULTING ENGINEERS SINCE 1915

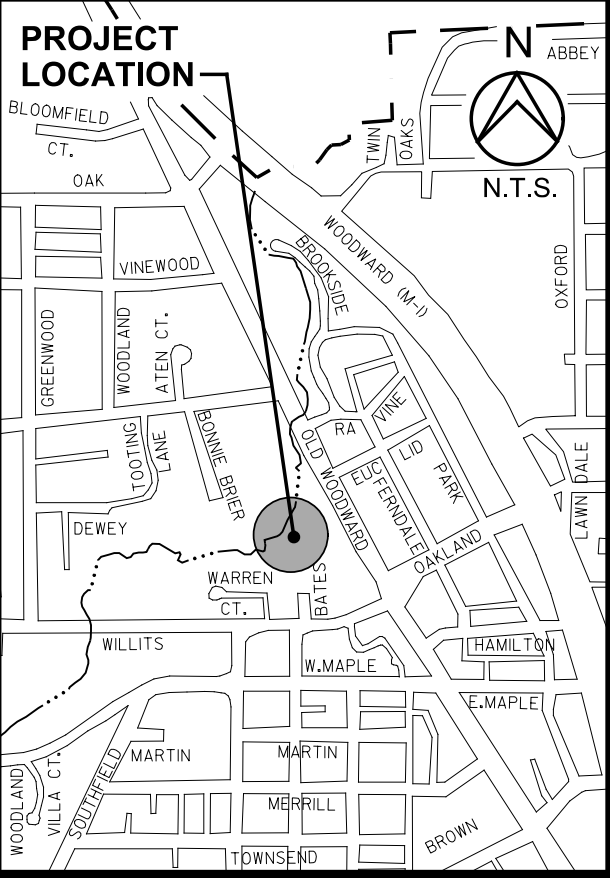
555 HULET DRIVE  
BLOOMFIELD HILLS, MICH.

P.O. BOX 824  
48303 - 0824

PHONE: (248) 454-6300  
FAX (1st. Floor): (248) 454-6312  
FAX (2nd. Floor): (248) 454-6359



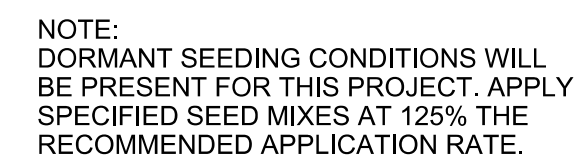
WEB SITE: <http://www.hrcengr.com>

[illegible]

<b>CITY OF BIRMINGHAM</b>	
<b>MUNICIPAL PARKING</b>	
<b>LOT No. 5</b>	
<b>OUTFALL REPAIR</b>	
<b>CITY CONTRACT No. 12-19(S)</b>	
<b>OAKLAND COUNTY</b>	<b>MICHIGAN</b>
<b>DRAINAGE AREA MAP</b>	
<b>HRC JOB NO.</b> 20190960	<b>SCALE</b> <b>AS NOTED</b>
<b>DATE</b> OCTOBER 2019	<b>SHEET NO.</b> 2 OF





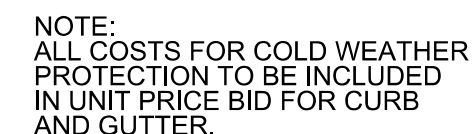


NO SCALE



ENERGY DISPERSER SHALL CONSIST OF PLACING THREE (3) 18"-24" BOULDERS AS SHOWN ON PLANS. ALL COSTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "RIPRAP, PLAIN".

ALL COSTS FOR FURNISHING AND INSTALLING GEOTEXTILE LINER FOR RIPRAP SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "RIPRAP, PLAIN"



NO SCALE

**HRC**


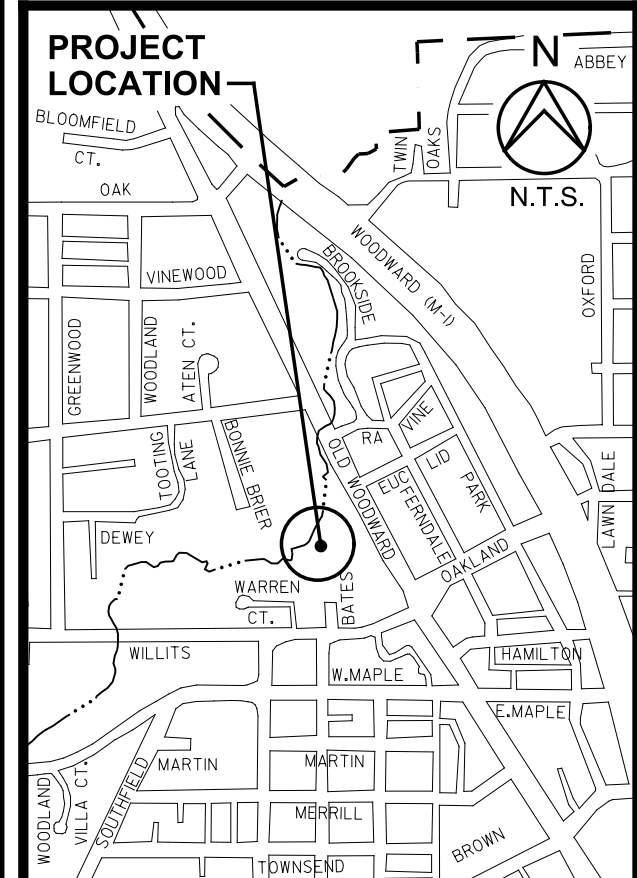
**HUBBELL, ROTH & CLARK, INC**  
CONSULTING ENGINEERS SINCE 1915

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**CITY OF BIRMINGHAM**

**MUNICIPAL PARKING**

**LOT No. 5**

**OUTFALL REPAIR**

**CITY CONTRACT No. 12-19(S)**

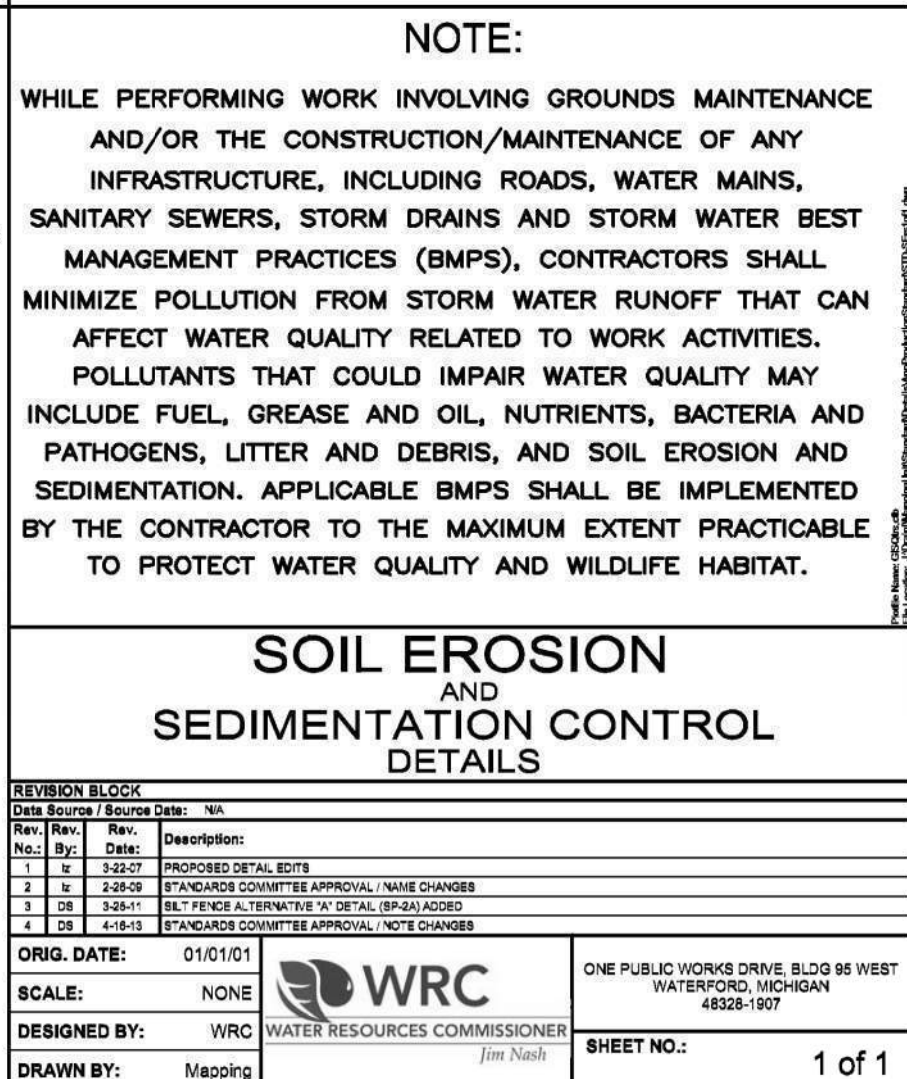
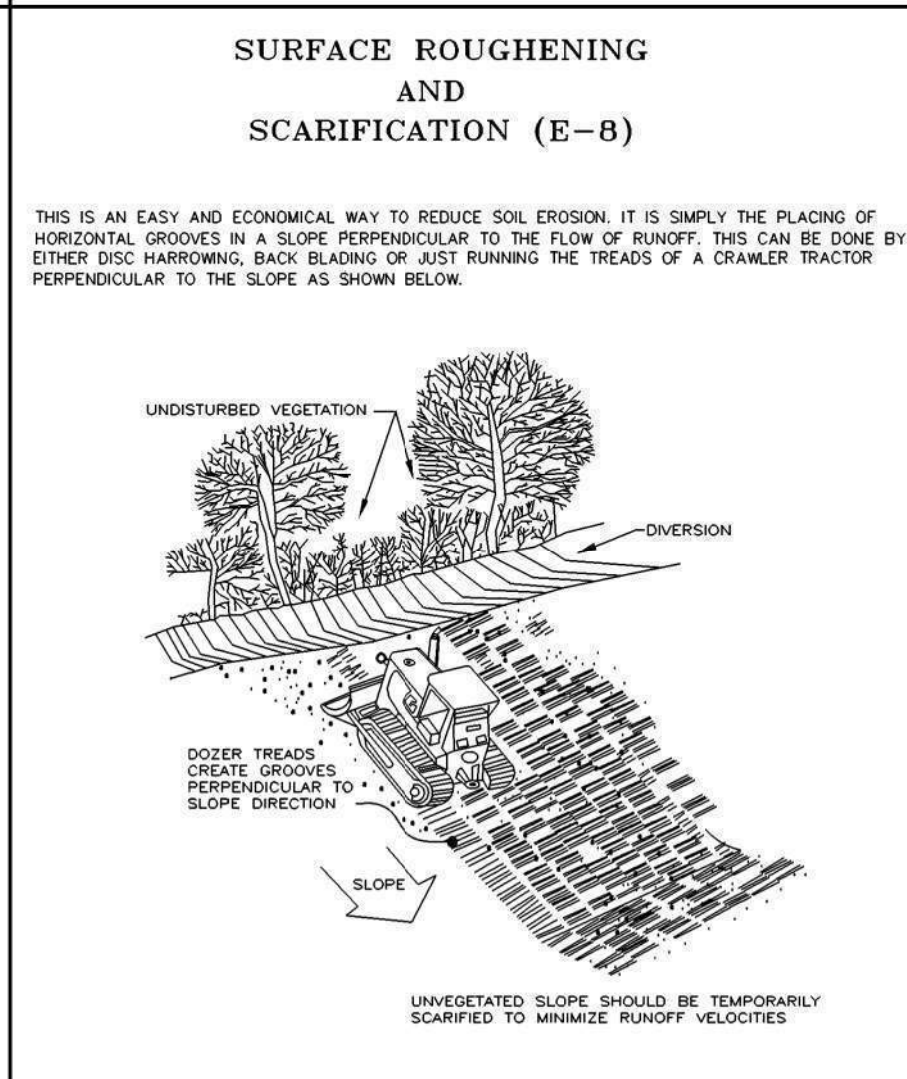
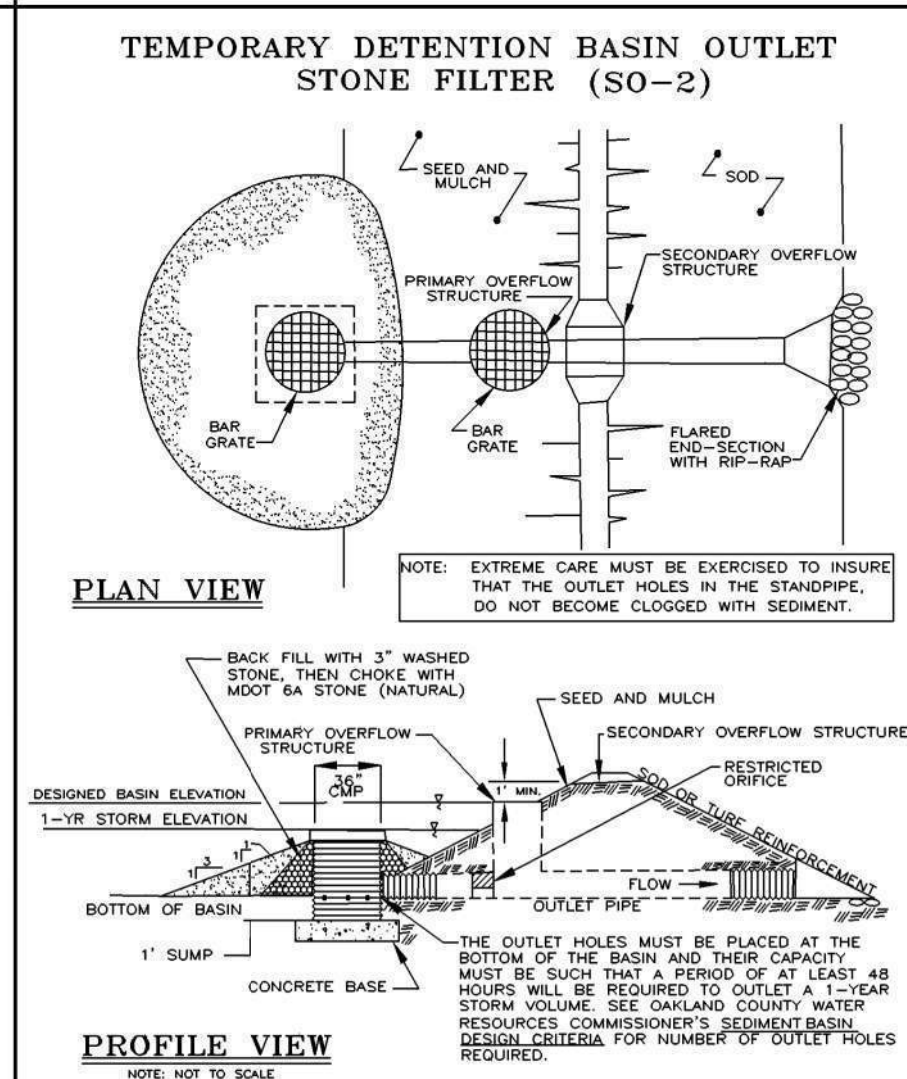
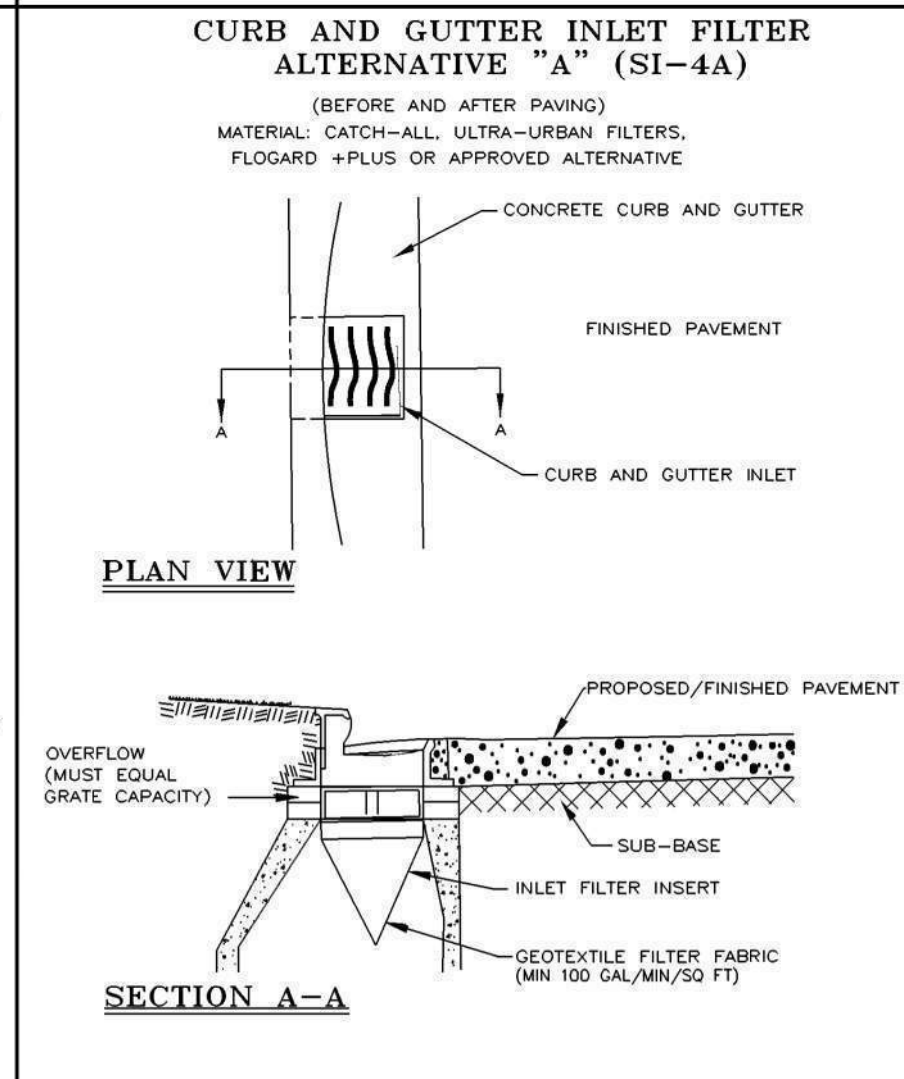
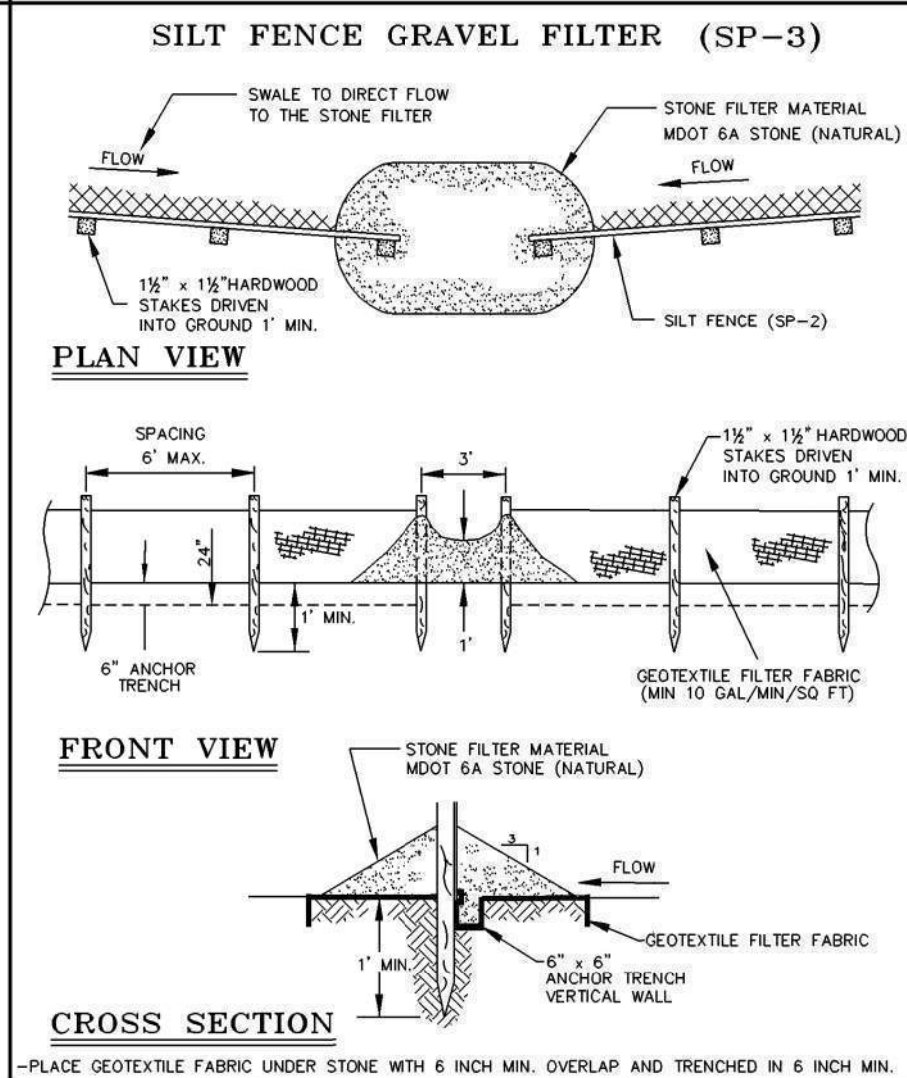
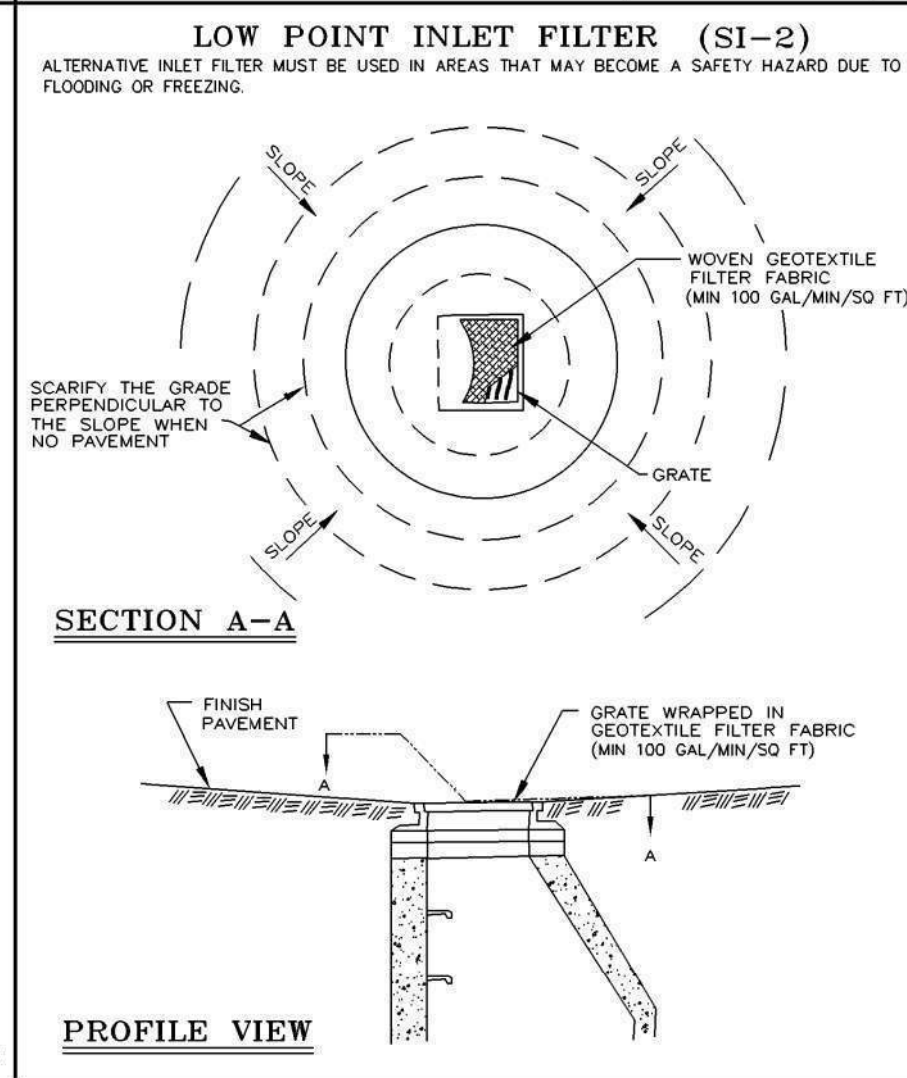
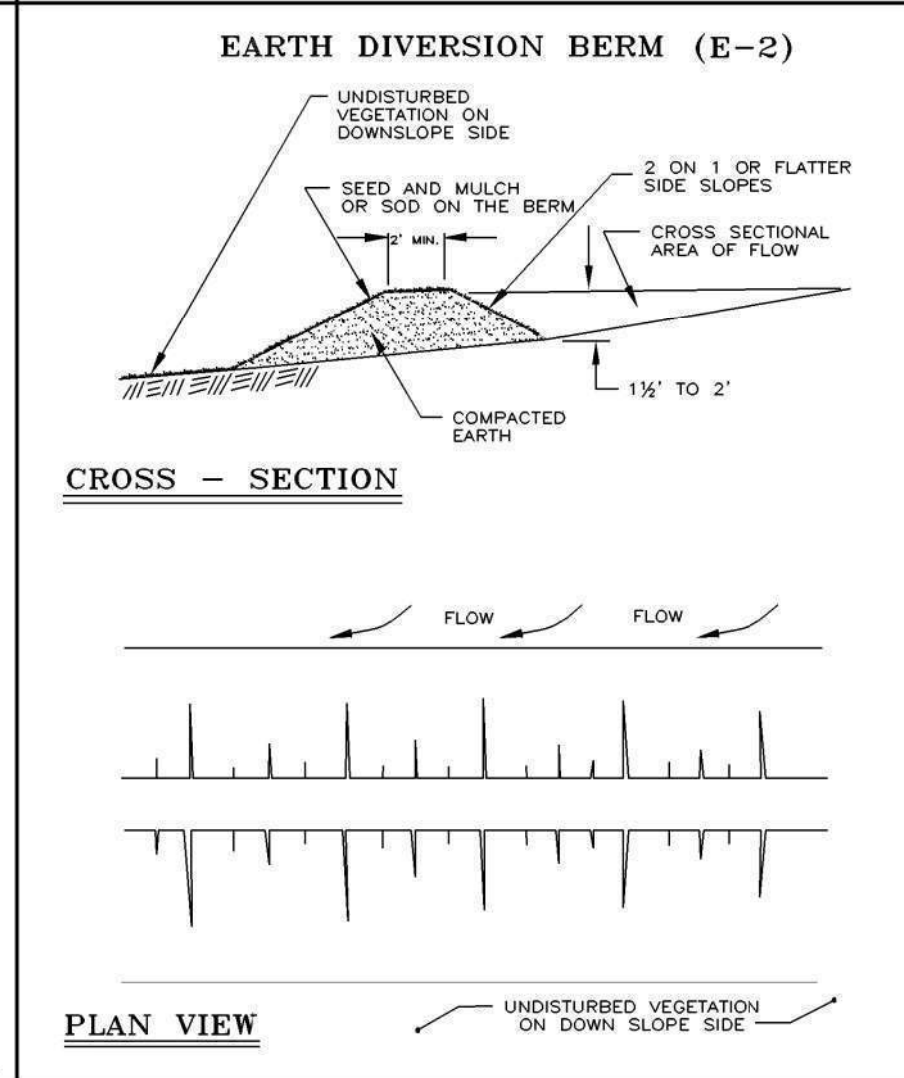
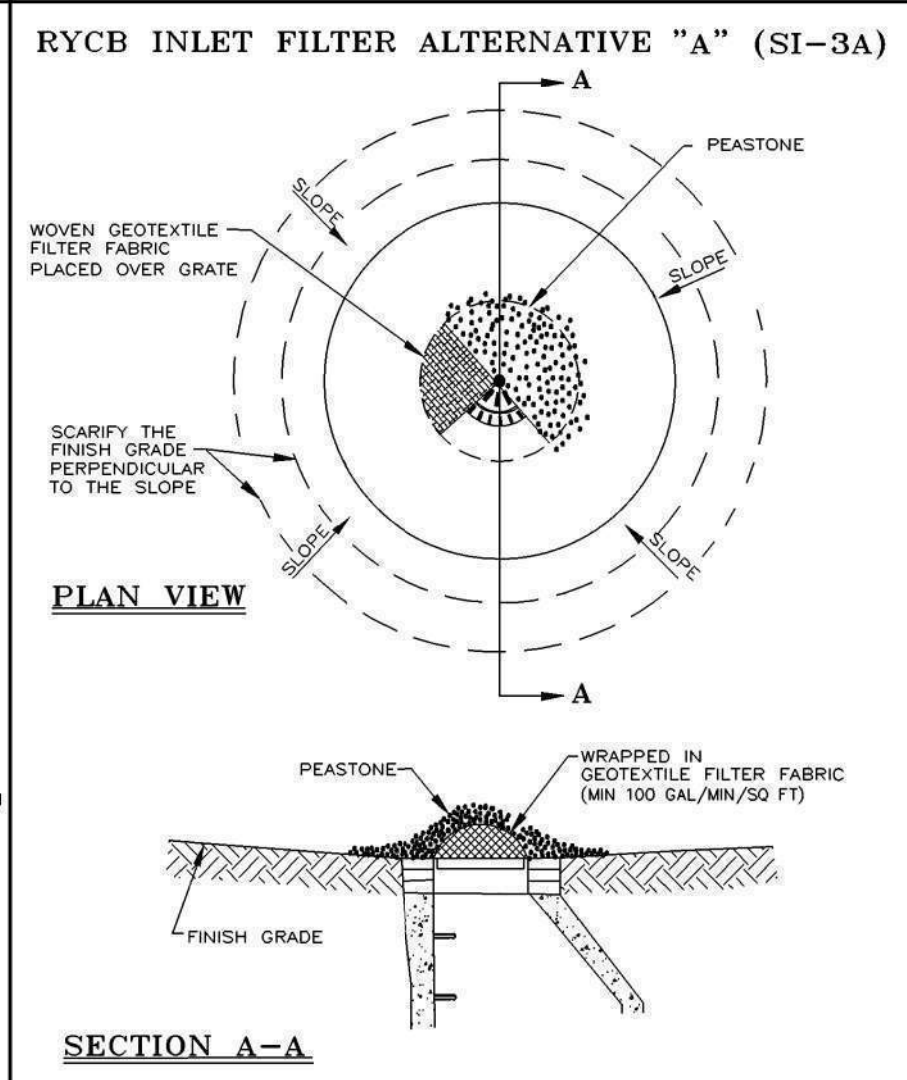
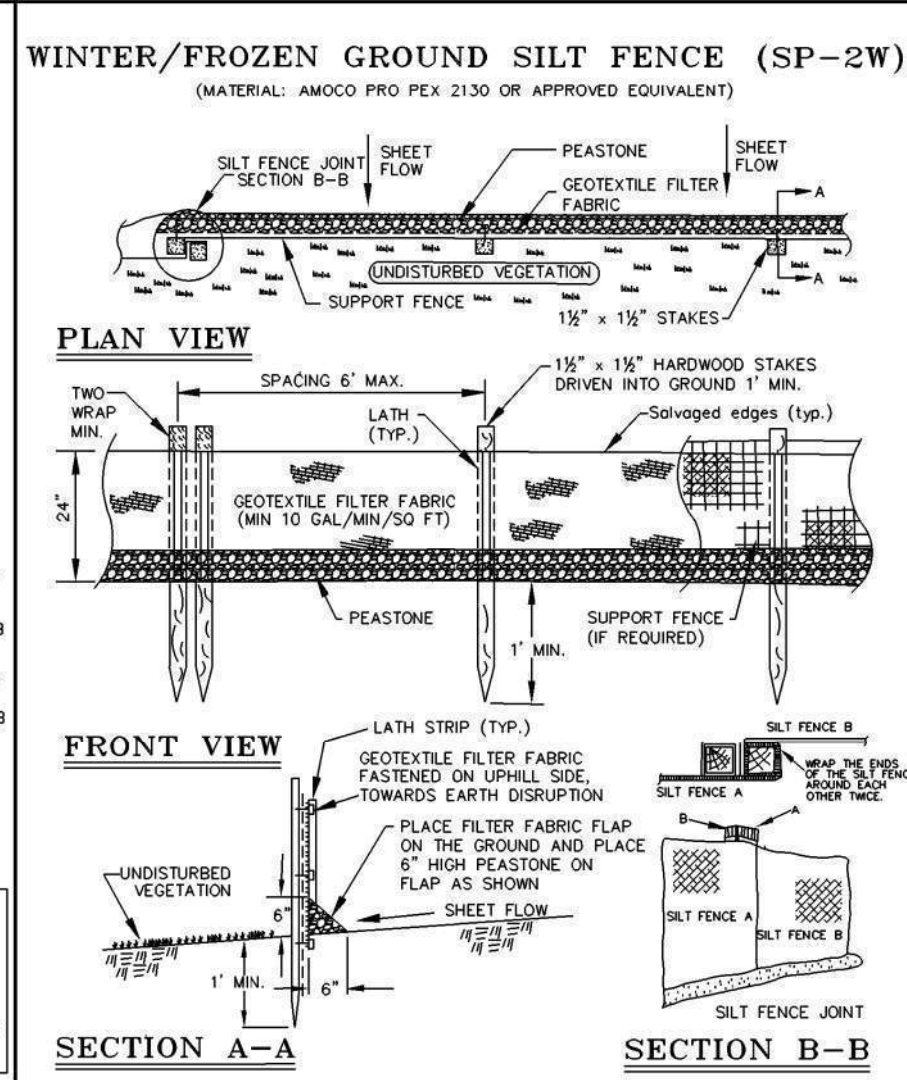
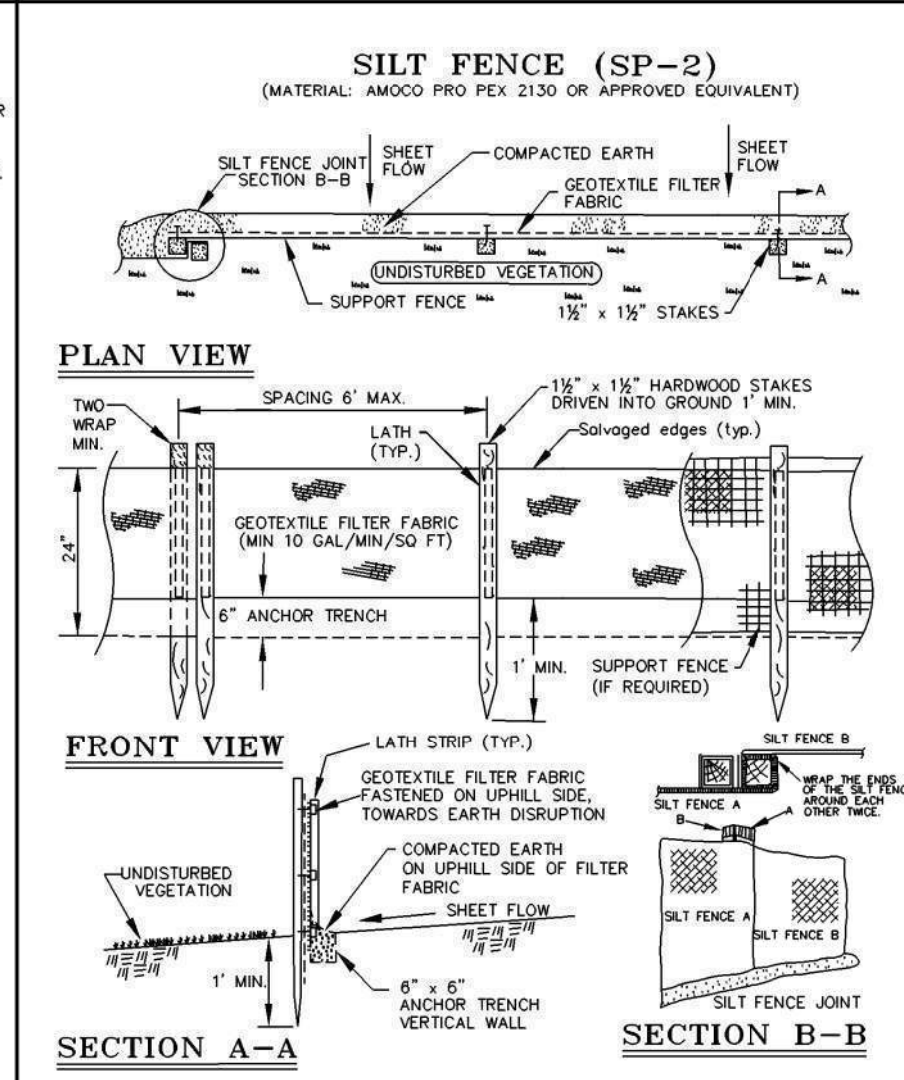
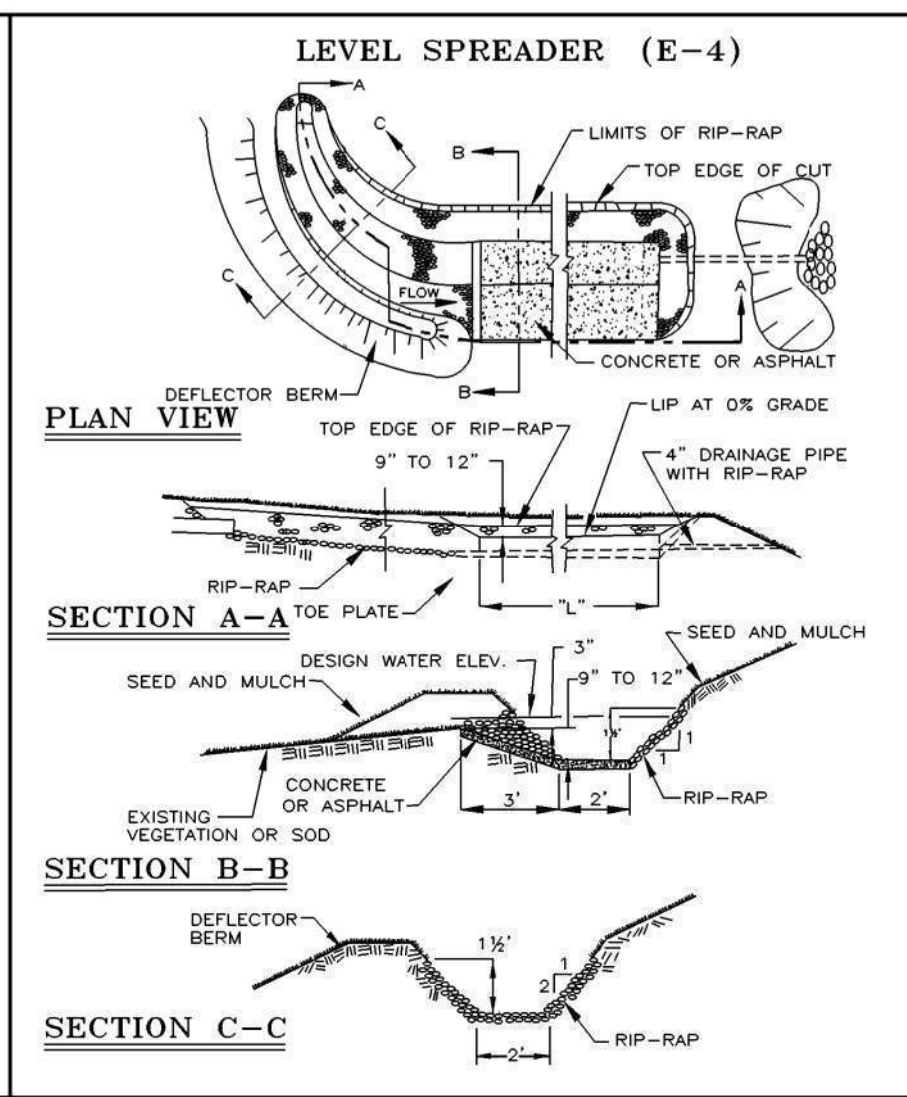
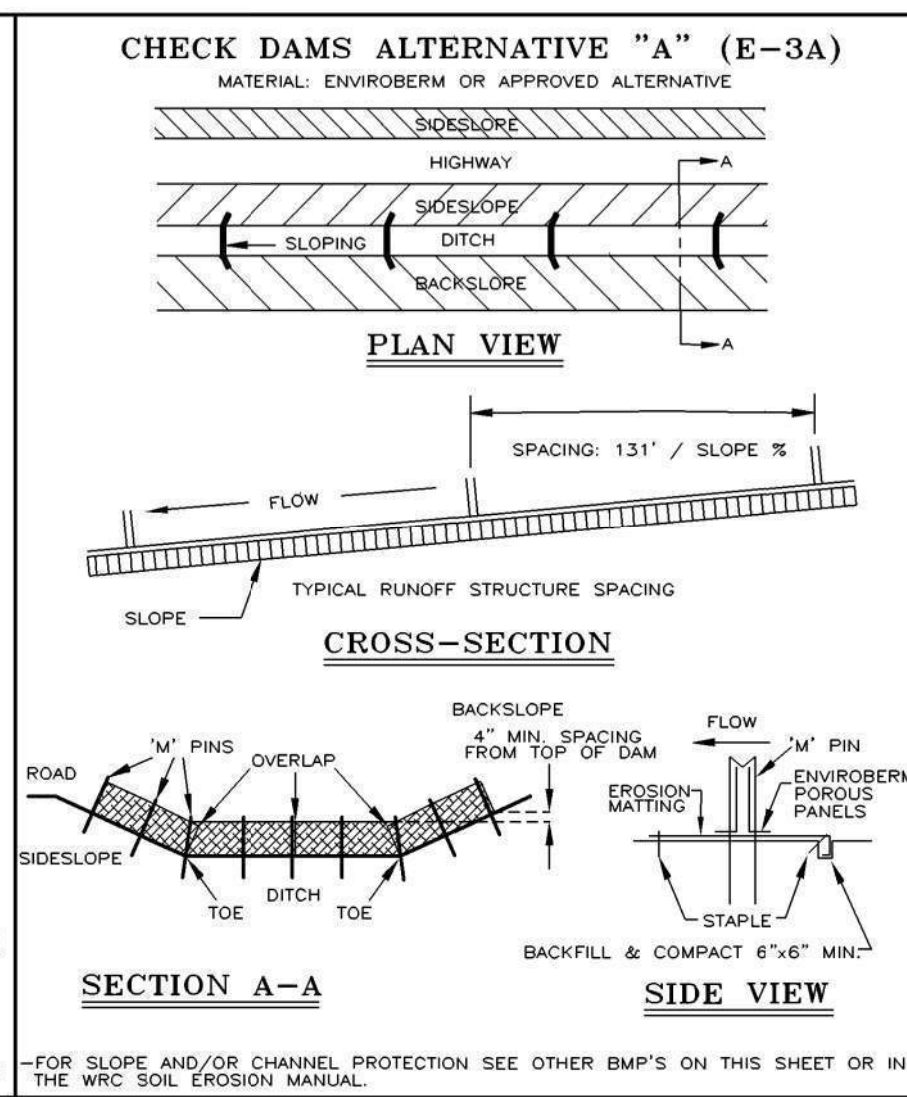
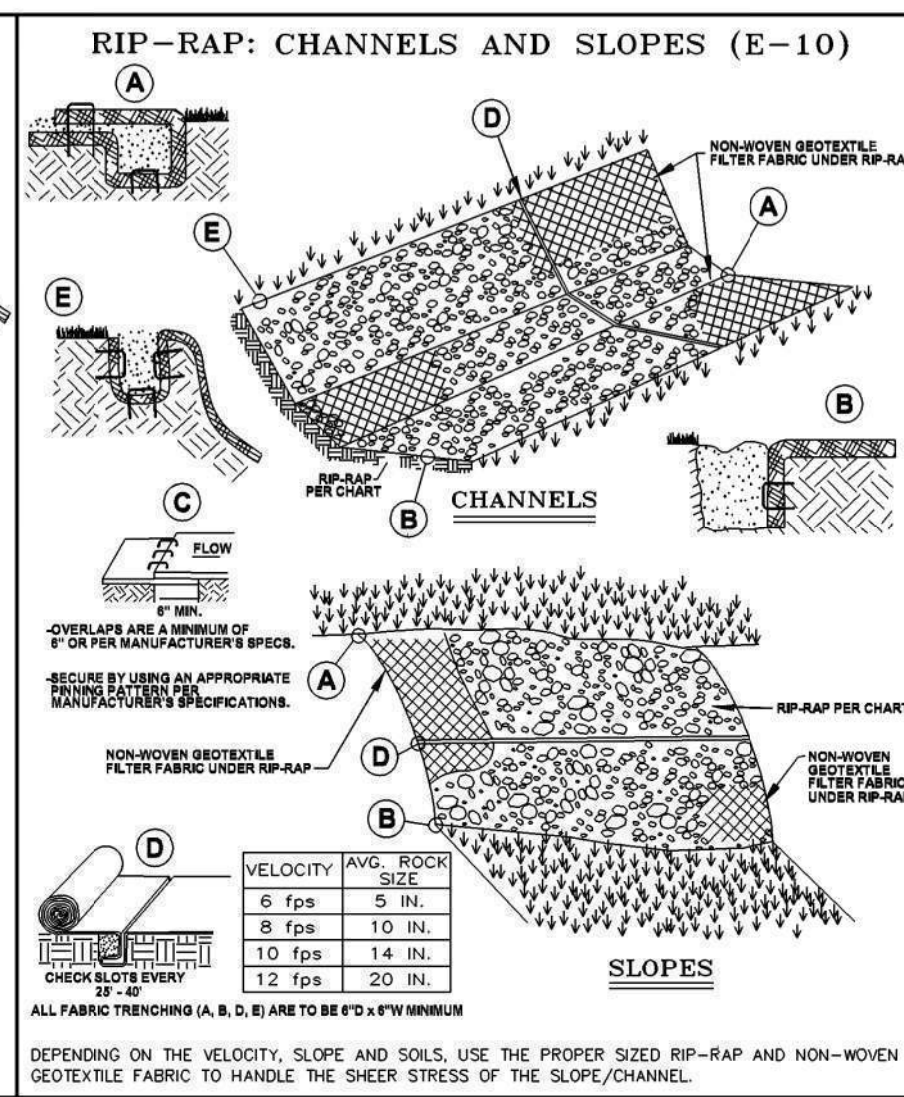
OAKLAND COUNTY MICHIGAN

## PROJECT DETAILS

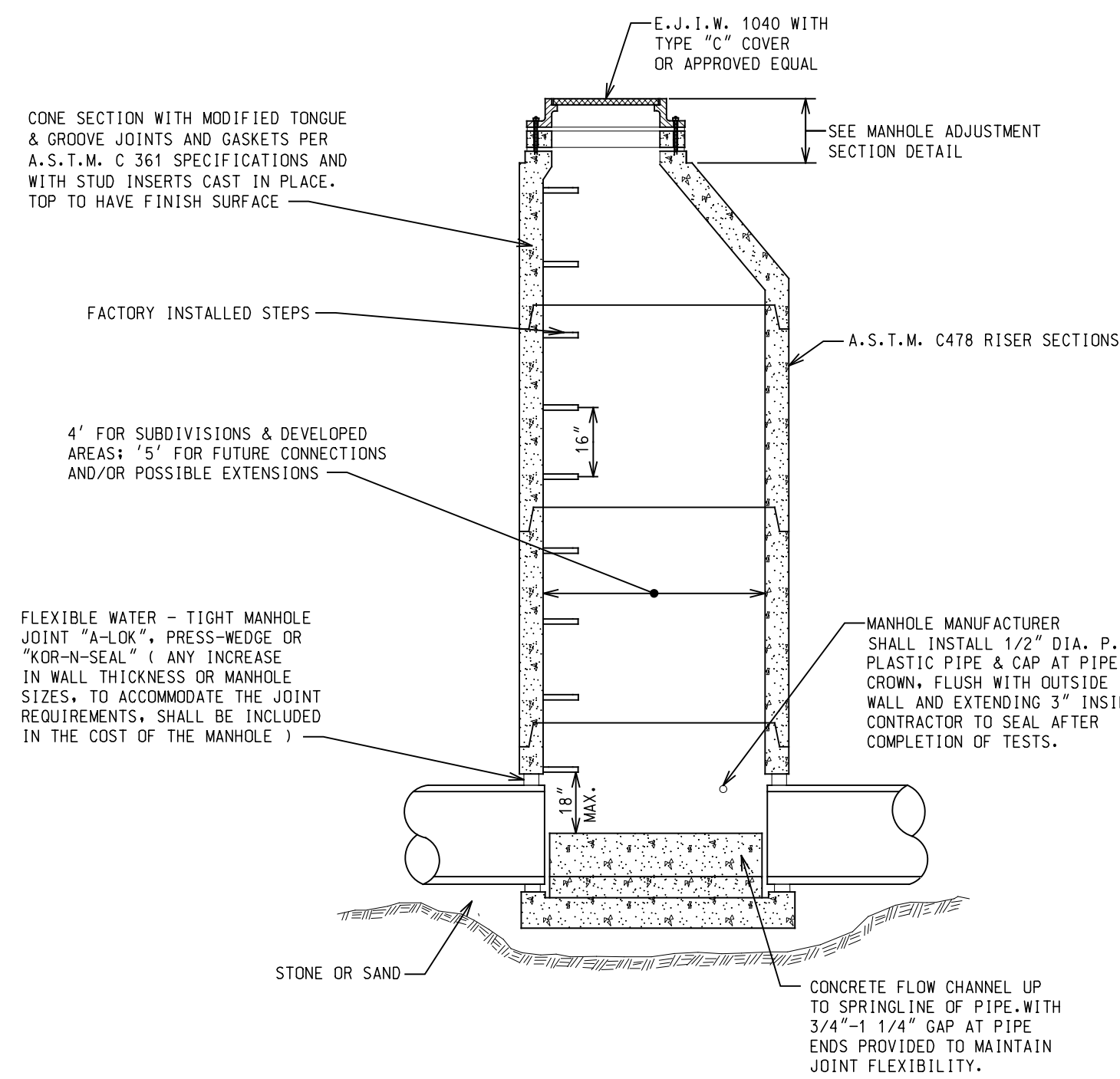
HRC JOB NO. 20190960	SCALE AS NOTED
DATE OCTOBER 2019	SHEET NO. 4







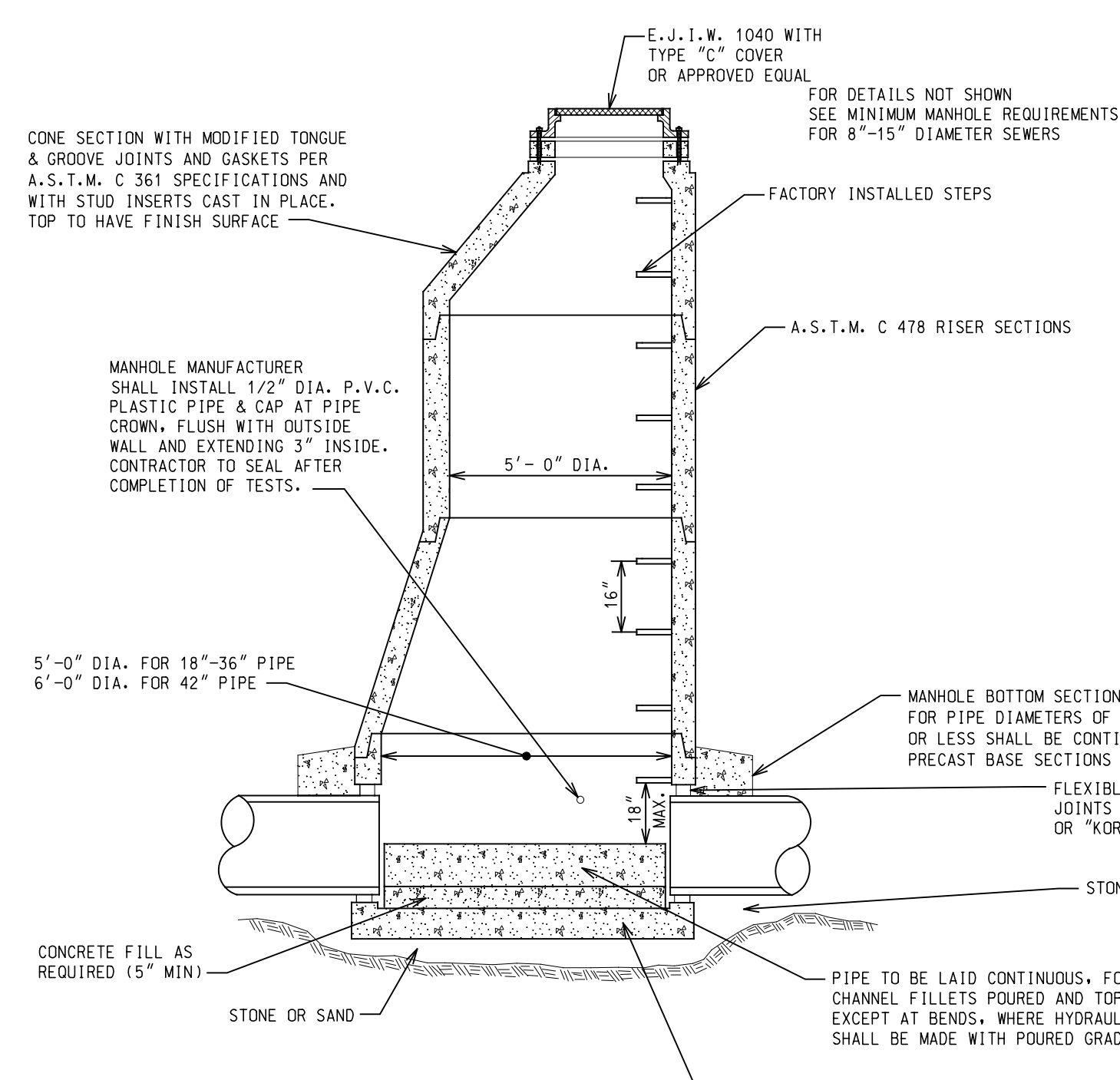




NOTE: ALL PRECAST MANHOLES, SLAB BASE & CONCRETE CHANNELIZATION SHALL BE MANUFACTURED WITH TYPE II, IP, OR IIA CEMENT.

### SEWER MANHOLE

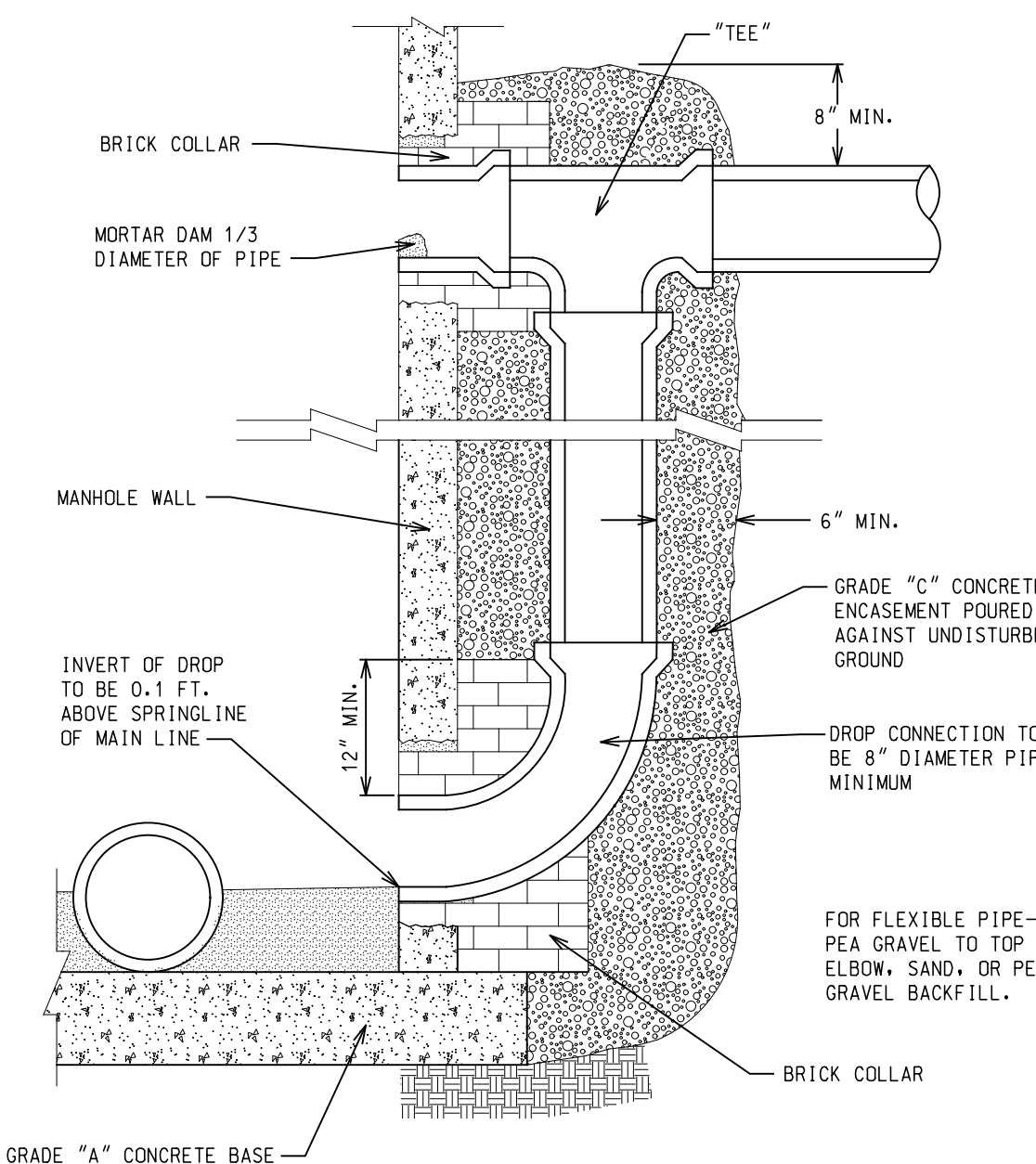
( 8" THRU 15" DIA. SEWERS )



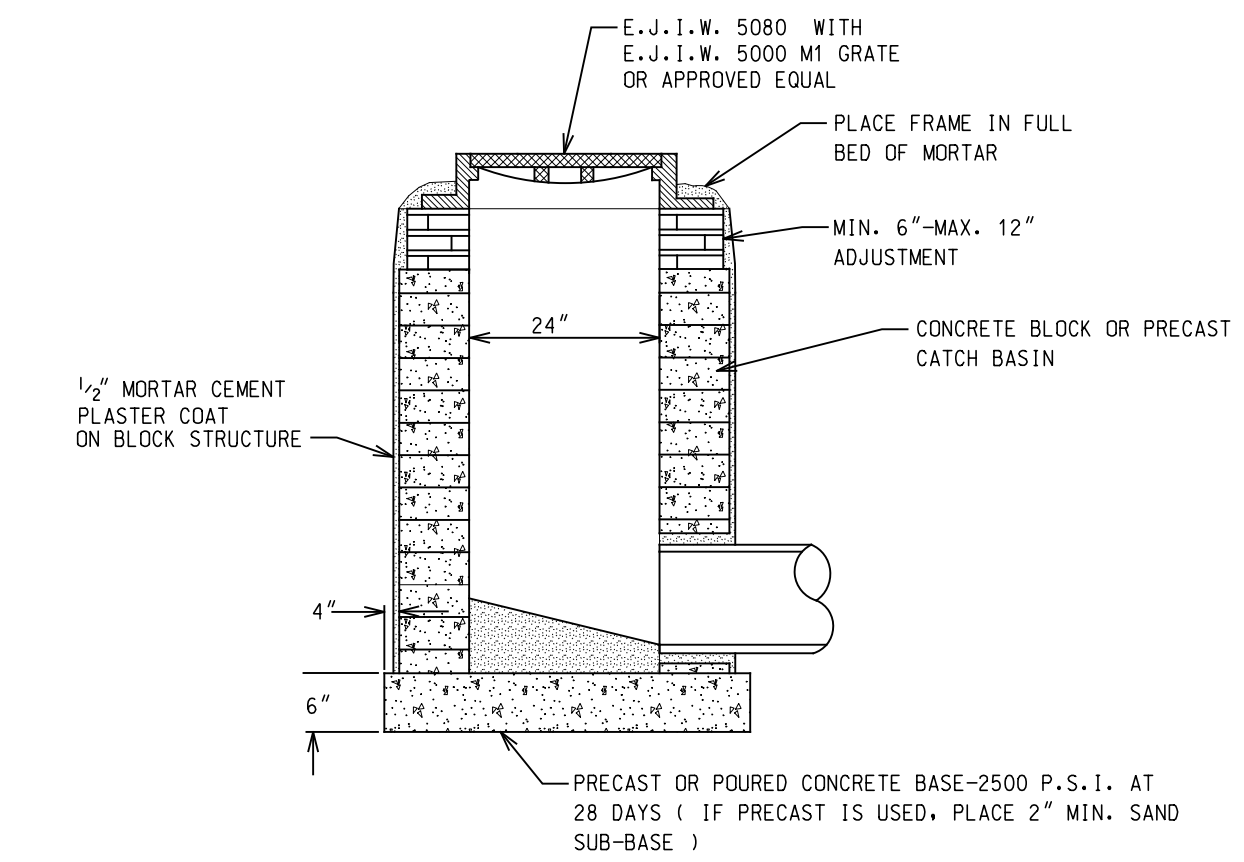
NOTE: ALL PRECAST MANHOLES, SLAB BASE & CONCRETE CHANNELIZATION SHALL BE MANUFACTURED WITH TYPE II, IP, OR IIA CEMENT.

### SEWER MANHOLE

( 18" THRU 42" DIA. SEWERS )

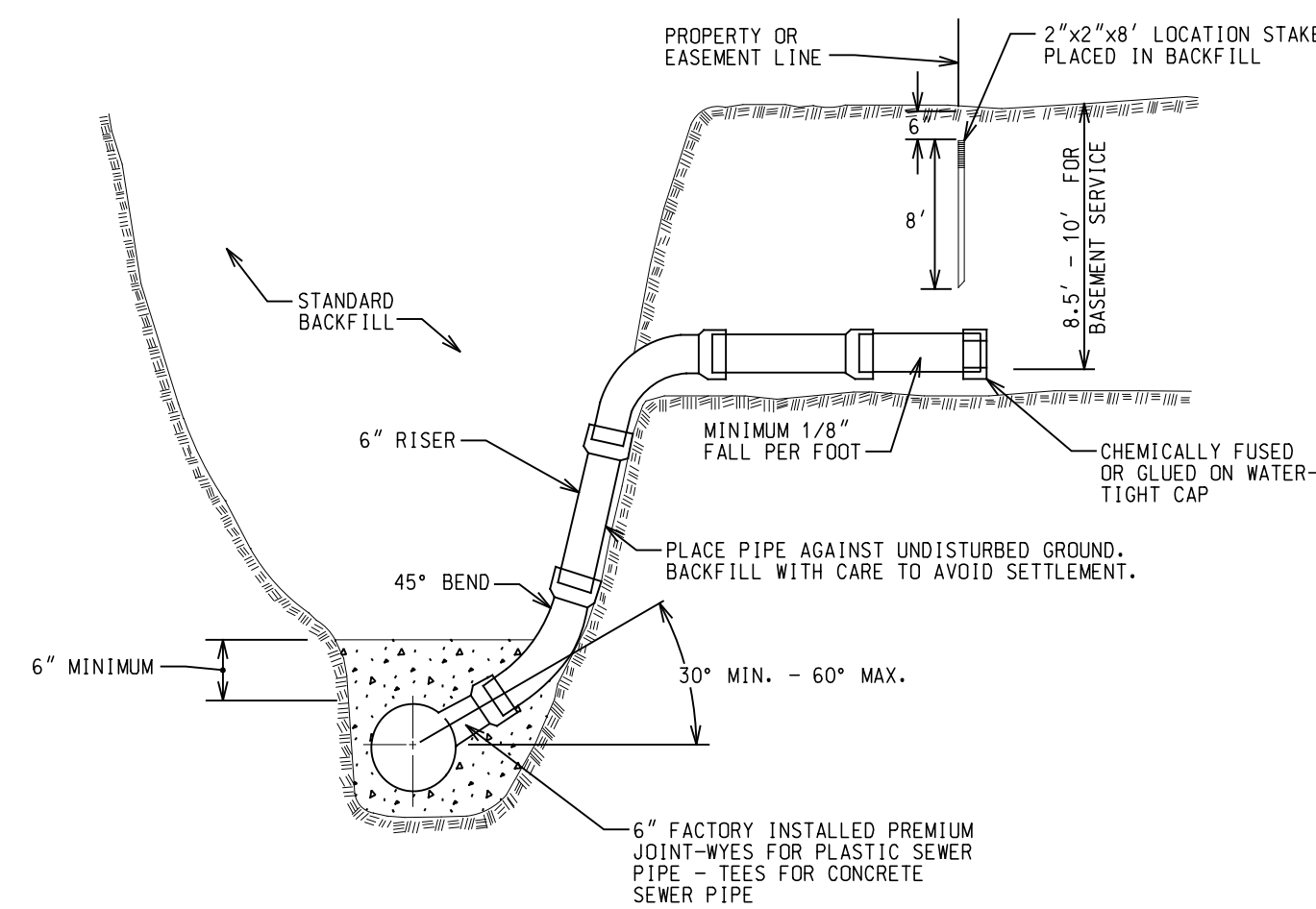


### EXTERNAL DROP CONNECTION



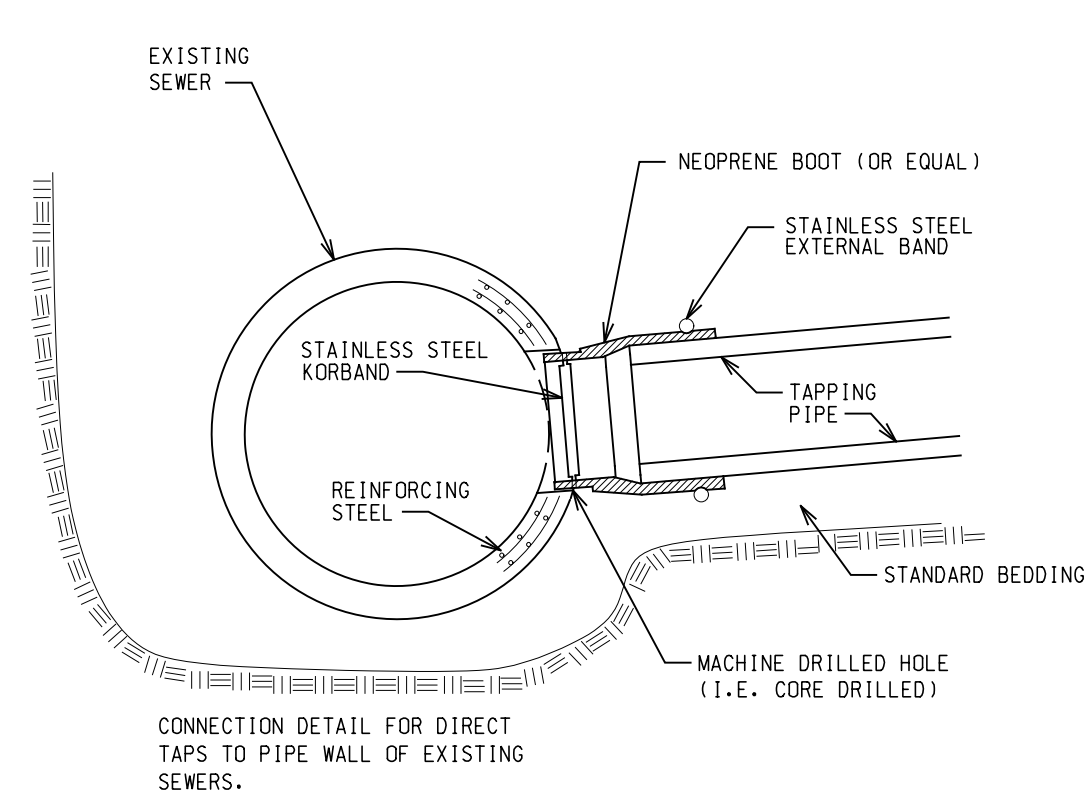
### 2 FT. DIAMETER INLET

NOTE: FOR CATCH BASINS OR INLETS WITHIN YARD AREAS USE E.J.I.W. 1040 WITH TYPE "N" COVER OR APPROVED EQUAL.



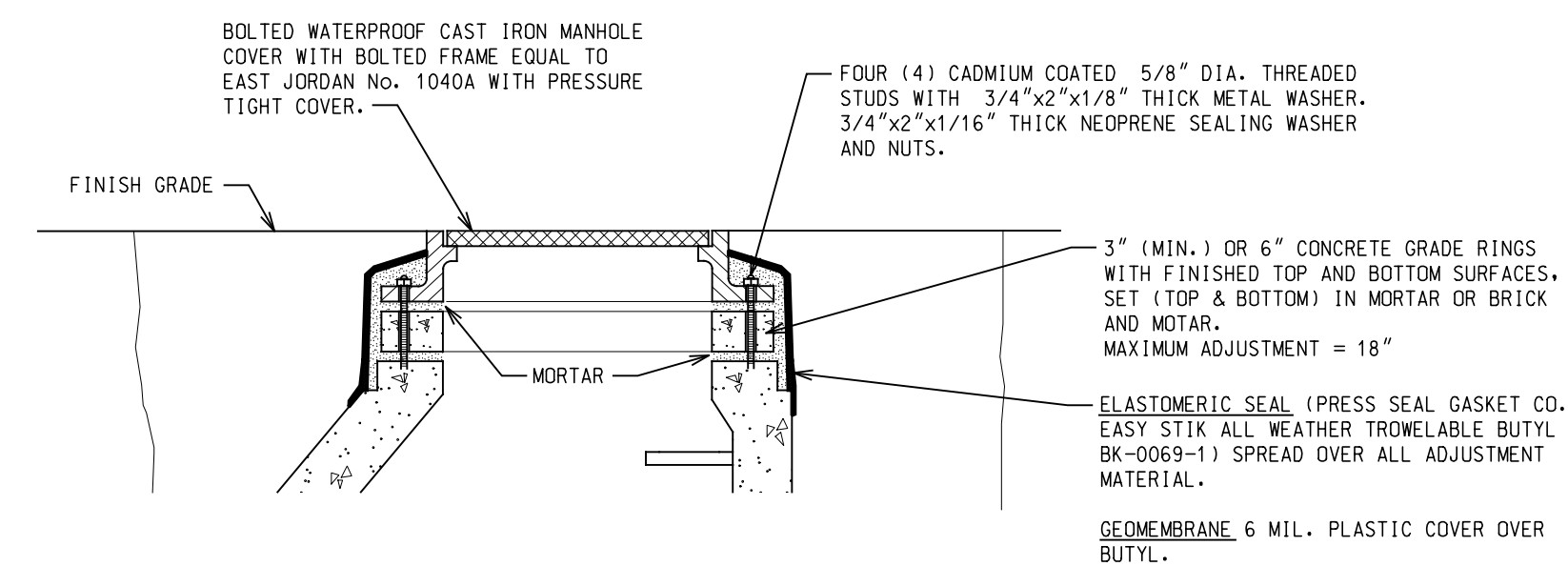
### BUILDING LEAD DETAIL

0" - 15" COVER

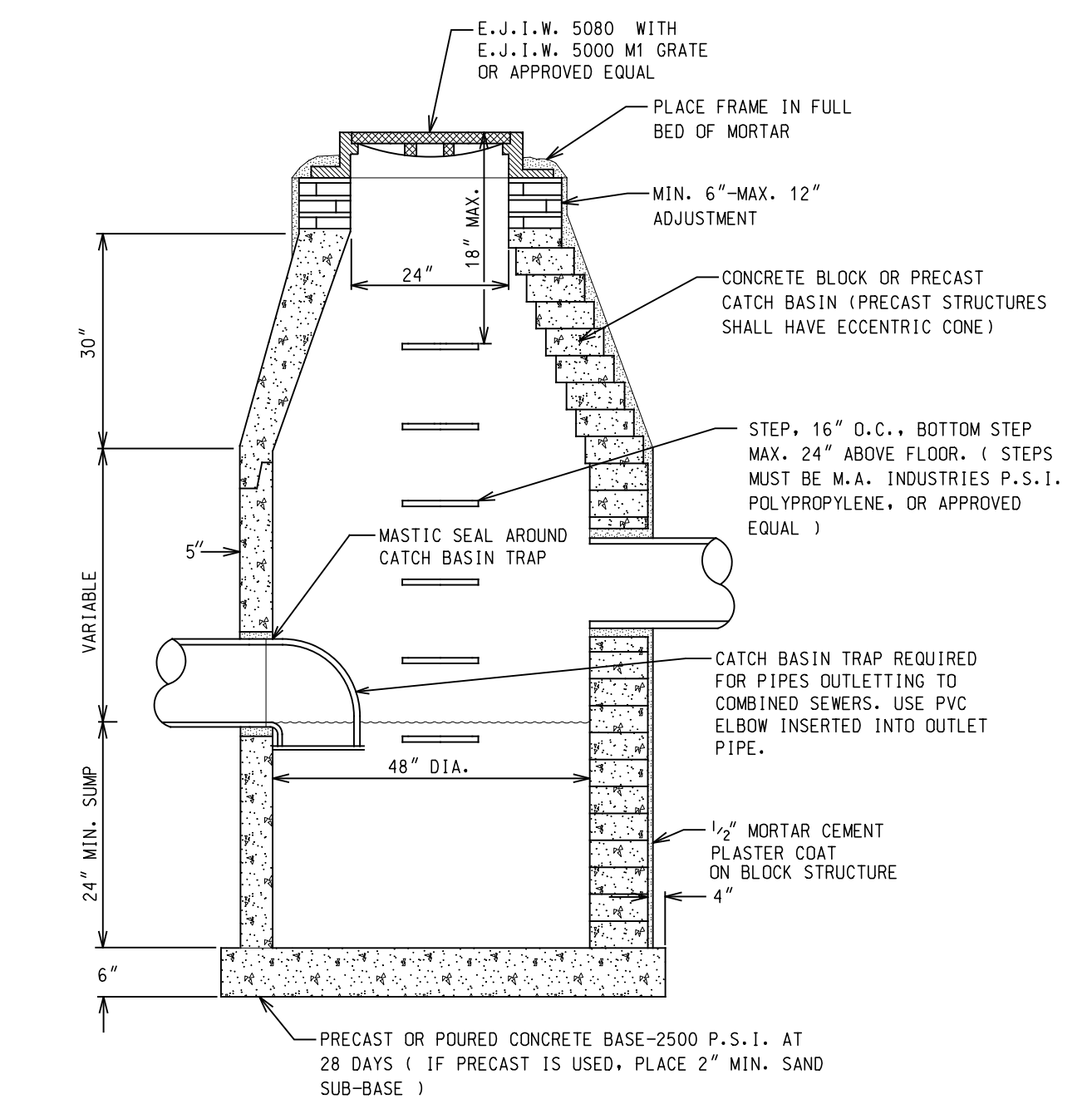


### KOR-N-TEE TAP FOR CONCRETE

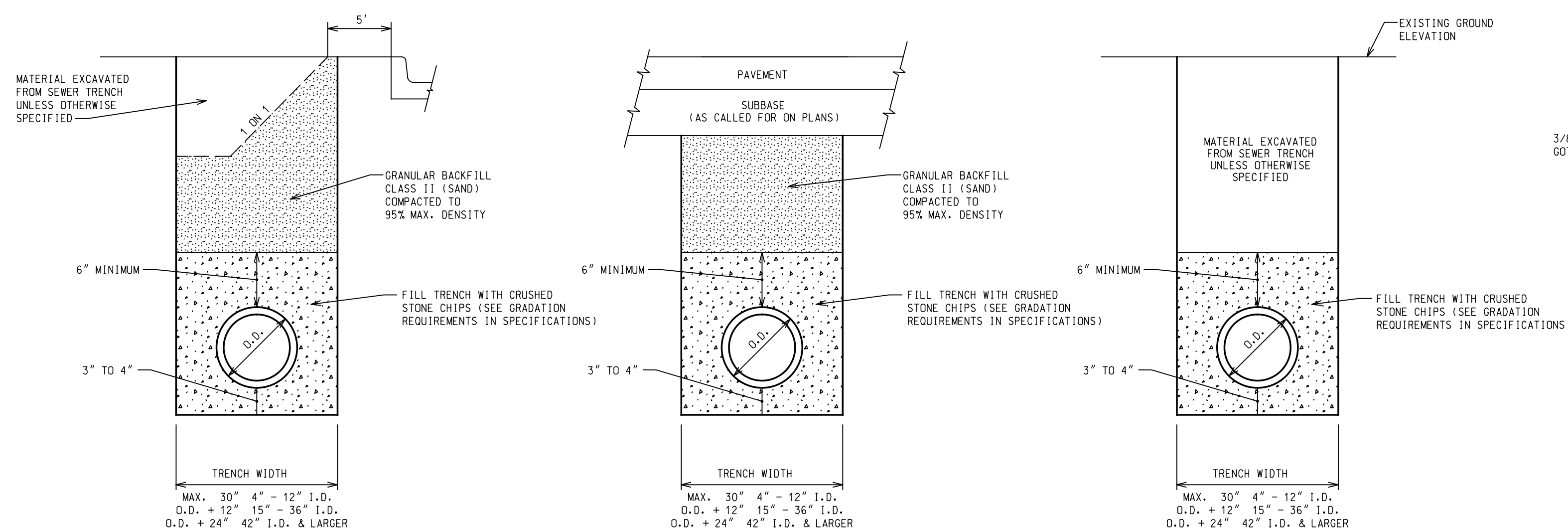
NO SCALE



### SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



### 4 FT. DIAMETER CATCH BASIN

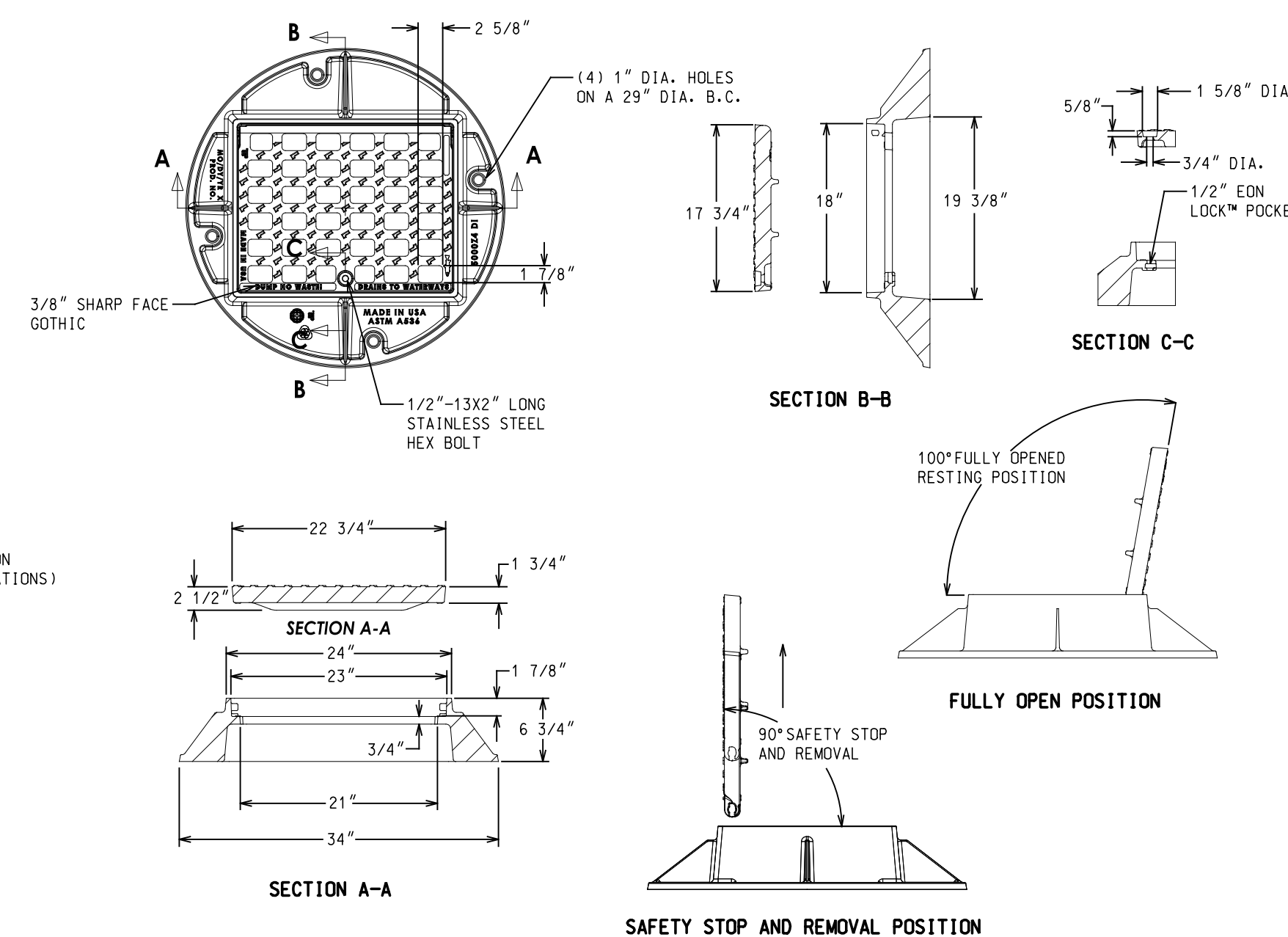


### TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED  
NOT TO SCALE

### TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED  
NOT TO SCALE



### 5000 ASSEMBLY CATCH BASIN CASTING



151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

### SEWER STANDARD DETAILS

DATE: 10/8/2019	ADDITION AND/OR REVISION: ADDED CATCH BASIN CASTING DETAIL	DRAWN: DESIGNED: APPROVED:	PROJECT NO. DATE: APRIL 2005 SCALE:	SHEET NO. <b>7</b>
--------------------	---	----------------------------------	--	-----------------------

**DATE:** November 20, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Austin W. Fletcher, Assistant City Engineer

**SUBJECT:** New Development  
298 S. Old Woodward – Daxton Hotel  
DTE Energy Street Light Agreement

---

**INTRODUCTION:**

The owner of the property at 298 S. Old Woodward Avenue is in the process of constructing a hotel on this site.

**BACKGROUND:**

Since 298 S. Old Woodward Avenue is located within the Central Business District, the development of the site requires the installation of street lights in the right-of-way. The street lights will be owned and operated by DTE Energy Co., matching the City's standards for street lights in the Central Business District.

This parcel was originally a part of the 2018 Old Woodward Paving project. As such, the streetscape for this area was designed as part of this project (see attached). Due to the timing of the two (2) projects (Old Woodward being completed in August 2018 and the Daxton still under construction), it was agreed upon by both parties (the City and the Daxton) that the streetscape would be completed to the City's 2018 Old Woodward Paving project plans prior to the completion of the Daxton at the owner's expense. Therefore, they were not be included in the Special Assessment District (SAD) that was created for the 2018 Old Woodward Paving project.

The 2018 Old Woodward Paving project plans included the design of four (4) new street lights along the frontage of 298 S. Old Woodward.

**LEGAL REVIEW:**

In accordance with other commercial projects, the attached agreement prepared by DTE Energy Co. has been reviewed and approved by the City Attorney's office.

**FISCAL IMPACT:**

As noted in the agreement, the cost being charged to the City for the installation of these street lights is \$23,253.75. While the City will be responsible for payment to DTE Energy Co., payment will not be required until the work is 100% complete. Once the work has been billed to the City, our office will then generate an invoice for the same amount to the property owner, payable within thirty (30) days. The developer will not be able to obtain a final Certificate of Occupancy until the payment has been made in full, to reimburse this cost to the City.

**PUBLIC COMMUNICATION:**

No further public communications required as the site is currently under construction and the street light design is consistent with the original 2018 Old Woodward Paving project.

**SUMMARY:**

It is recommended that the Commission authorize the Mayor to sign the attached Agreement for Municipal Street Lighting presented by DTE Energy relative to 298 S. Old Woodward Avenue. All costs relative to this agreement will be charged to the owner and/or developer of the property.

**ATTACHMENTS:**

- Agreement prepared by DTE Energy Co. to supply and install four (4) new street lights in front of 298 S. Old Woodward Avenue including a sketch of proposed work, as prepared by DTE Energy Co. (six pages);
- Landscape Plan Sheet L1.0 for 298 S. Old Woodward Avenue development (one sheet).
- 2018 Old Woodward Paving Project Plan Sheet C-29 (one sheet)

**SUGGESTED RESOLUTION:**

To approve the street light agreement between the City of Birmingham and DTE Energy Co. regarding the installation of street lights at 298 S. Old Woodward Avenue. Further, to direct the Mayor to sign the agreement on behalf of the City. All costs relative to this agreement will be charged to the adjacent owner.



October 4, 2019

City of Birmingham  
151 Martin St, PO Box 3001  
Birmingham, MI 48012  
Attn: Paul T. O'Meara

Re: City of Birmingham-298 S. Old Woodward

Attached is the Purchase Agreement for the work to be performed in the budget letter that was sent on September 29, 2019. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$23,253.75** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

DTE Energy  
8001 Haggerty Rd.  
Belleville, MI 48111  
140 WWSC-Brandon Faron

Please call if you have questions, 734-397-4017.

Sincerely,

*Brandon R. Faron*

Brandon R. Faron  
Account Manager  
Community Lighting


## Exhibit A to Master Agreement

### Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of October 4, 2019 between DTE Electric Company ("Company") and the City of Birmingham ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated April 11, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	55376279 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[298 S. Old Woodward Ave], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	4	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install four (4) Special Order Material Green Philips Hadco Birmingham style 68w LED fixture and four (4) Special Order Material Green Philips Hadco Birmingham style posts on concrete foundations. Posts will not have GFI outlets.	
5. Estimated Total Annual Lamp Charges	\$1,047.84	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$26,397.27
	Credit for 3 years of lamp charges: New Install Only	\$3,143.52
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$23,253.75</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices <div style="text-align: right;">  </div>	
10. Customer Address for Notices:	City of Birmingham 151 Martin St. Birmingham, MI 48012 Attn: Paul T. O'Meara	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☒ YES ☐ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 1 posts and 1 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at City of Birmingham DPW Yard. Access to the Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: Paul O'Meara

Title: City Engineer

Phone Number: 248-530-1840

Email: pomeara@bhamgov.org

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer:

City of Birmingham

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_





**Attachment 1 to Purchase Agreement**

**Map of Location**

[To be attached]



Maple Rd.

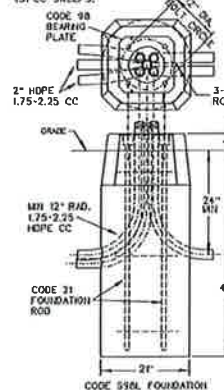
Old Woodward Ave.

Brown St.

work area

NOTE: FOUNDATION ANCHORS ARE SQUARE IN RELATIONSHIP TO THE CURB.

INSTALL A MINIMUM OF FOUR (4) 1.75-2.25 HOPE SWEEPS IN ALL FOUNDATIONS WITH SEPARATELY CONTROLLED RECEPTACLES. THE FIRST FOUNDATION RECEIVING THE FEED FROM THE CONTROL FOR THE LIGHTING OR RECEPTACLE CIRCUIT WILL HAVE FIVE (5) CC SWEEPS.



LUMINAIRE CODE LV RICHLAND  
POST CODE 51A

MERRILL ST.

**EXHIBIT "B"**

ALL CABLE LOCATIONS:  
IN: #2AL x 2, #4AL x 1  
IN: STREETLIGHT BORE  
IN: 2: HDPE CONDUIT

TAP STREETLIGHT CABLE IN POST  
SERIAL #: AFW189  
GLN: 301838-382960

IN: POST CODE 51A  
IN: FOUNDATION S98L  
IN: MULTIPLE LED 68 LV RICHLAND  
IN: UG SHORTING CAP  
L68 - AGB585 - 9720 BIHAM - 0050 - \*533 - B

IN: POST CODE 51A  
IN: FOUNDATION S98L  
IN: MULTIPLE LED 68 LV RICHLAND  
IN: UG SHORTING CAP  
L68 - AGB586 - 9720 BIHAM - O050 - \*533 - R

IN: POST CODE 51A  
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IN: MULTIPLE LED 68 LV RICHLAND  
IN: UG SHORTING CAP  
L68 - AGB587 - 9720 BIHAM - 0050 - \*533 - B

IN: POST CODE 51A  
IN: FOUNDATION S98L  
IN: MULTIPLE LED 68 LV RICHLAND  
IN: UG SHORTING CAP  
L68 - AGB588 - 9720 BIHAM - O050 - \*533 - R

**JOB NOTES:**

SITE IS TRUCK ACCESSIBLE.

BACK OF CURB DISTANCES TO BE  
CONSISTANT WITH OTHER STREETLIGHTS  
IN THE AREA.















CIRCUIT MAP CHANGE REQUIRED.

SPECIAL ORDER MATERIAL REQUIRED.

**SOMTL:**

P.O. #:

**LEGEND**

-  LIGHTING CONTROL
-  DECO POLE
-  CABLE POLE
-  STREETLIGHT ON POST
-  STREETLIGHT ON POLE
-  PADMOUNT TRANSFORMER
-  SECONDARY PEDESTAL
-  120/240 V LINE
-  4.8 kV LINE
-  13.2 kV LINE
-  CABLE IN CONDUIT
-  DIRECTIONAL BORE
-  CABLE IN CONDUIT
-  TRENCH

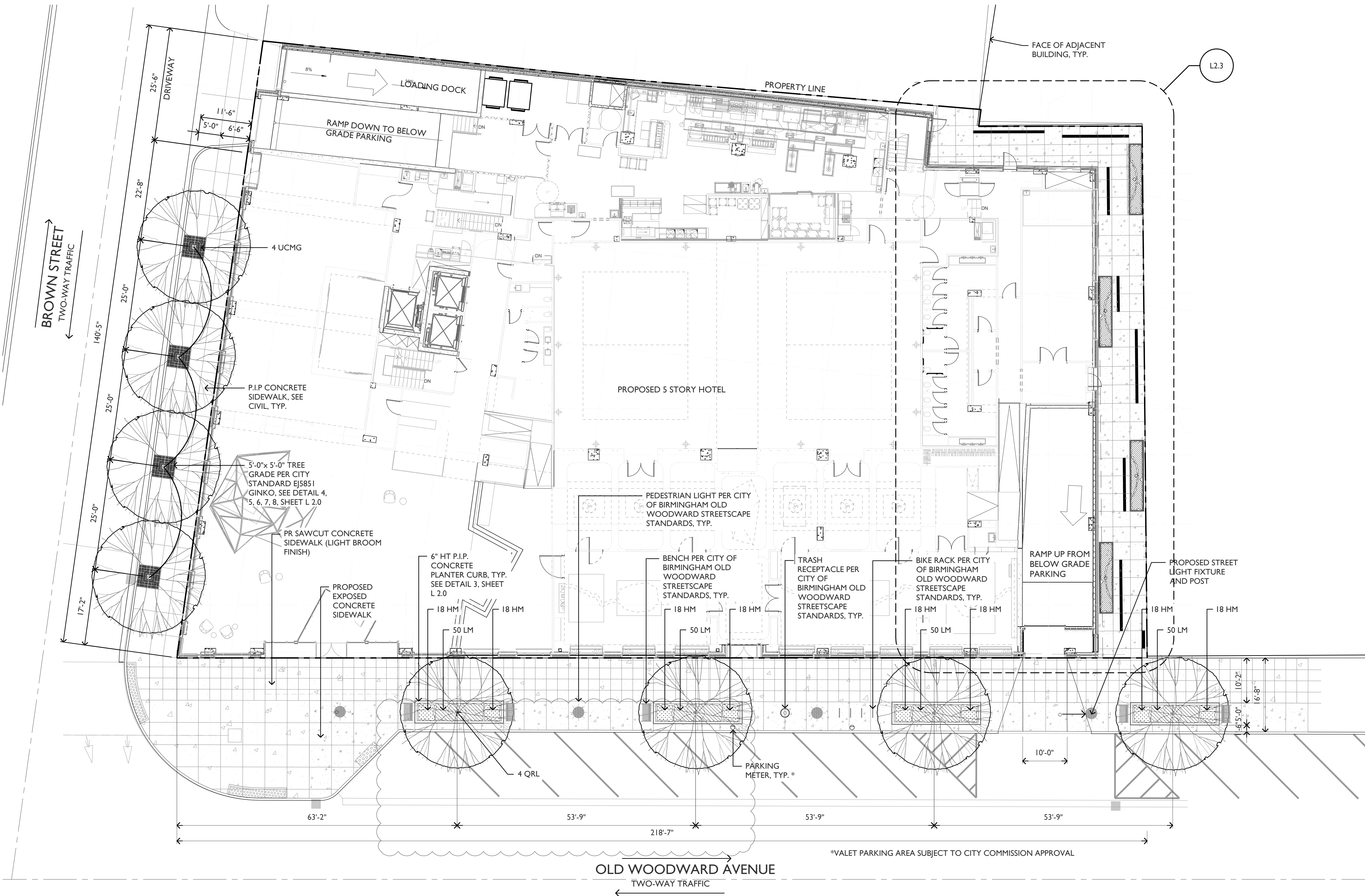
**DTE** DTE Electric - Distribution Engineering and Planning

Service Planner	Work Order Description <b>NBUS 4 UG-298 S. Old Woodward-Birmingham</b>									
588.588.7869	Work Order #	GIS ORG	CON	CUL	CUR	PLC				
Phone	<b>55377242</b>	<b>55377253</b>			<b>55377264</b>					
Engineer	Contract #	<b>ST CIR 9720 BIHAM</b>		Circuit #?	PH	<b>55377263</b>				
Brian R Khurich	Service Center	Worksite City	Worksite Trp							
Phone	<b>PON</b>	<b>BIRMINGHAM (PONTIAC)</b>	<b>BLM</b>							
	At Work to be performed			JJ						
<b>734.397.4024</b>	<b>NONE</b>									
Planning Engineer	AI Company	Contact	Email	Phone						
	AI Company	Contact	Email	Phone						
Phone	GIS: Harbes		Via	Plot Date	Drawn	Scale	Drawn	Range	Section	CR
	AUGUST			10/24/2010	Blank	NONE	From	400'	Section	

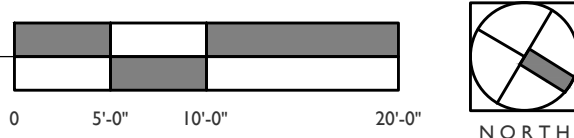


- NOTES:
- IRRIGATION CONTRACTOR SHALL IMPLEMENT OLD WOODWARD STREETScape IRRIGATION PLAN AND EXTEND INTO DAXTON HOTEL STREETScape PROJECT.
  - SHOWN FOR REFERENCE ONLY
  - REFER TO SHEET IR4 FROM PROJECT: OLD WOODWARD AVE. RECONSTRUCTION PROJECT CONTRACT # 2-17(P)

2 PLANTER TYPE 'A' IRRIGATION - FOR REFERENCE ONLY  
SCALE: NTS



GROUND LEVEL LANDSCAPE PLAN  
SCALE: 1" = 10'-0"



SITE FURNISHINGS ALTERNATIVES PER OLD WOODWARD AVE STREETScape DESIGN COMPENDIUM BY PARSONS & MKSK (REFER TO L3.2):

- NOTES:
- ALL GROUND FLOOR PLANTER BOXES SHALL BE IRRIGATED BY DESIGN / BUILD IRRIGATION CONTRACTOR (BY OTHERS).
  - FIBER OPTIC SYSTEM AND ELECTRICAL SYSTEM TO BE EXTEND PER CITY OF BIRMINGHAM AND MATCH EXISTING NORTH OLD WOODWARD STREETScape.



8	ISSUED FOR CONSTRUCTION	02-01-19
7	ISSUED FOR BID	10-29-18
6	ISSUED FOR 90% CD	09-28-18
5	ISSUED FOR BUILDING PERMIT	08-31-18
4	ISSUED FOR CITY REVIEW	04-19-18
3	DESIGN DEVELOPMENT PROGRESS	02-02-18
NO.	DESCRIPTION	DATE

ISSUED FOR CONSTRUCTION  
2019.02.01

PROJECT NUMBER 1623

Daxton Hotel

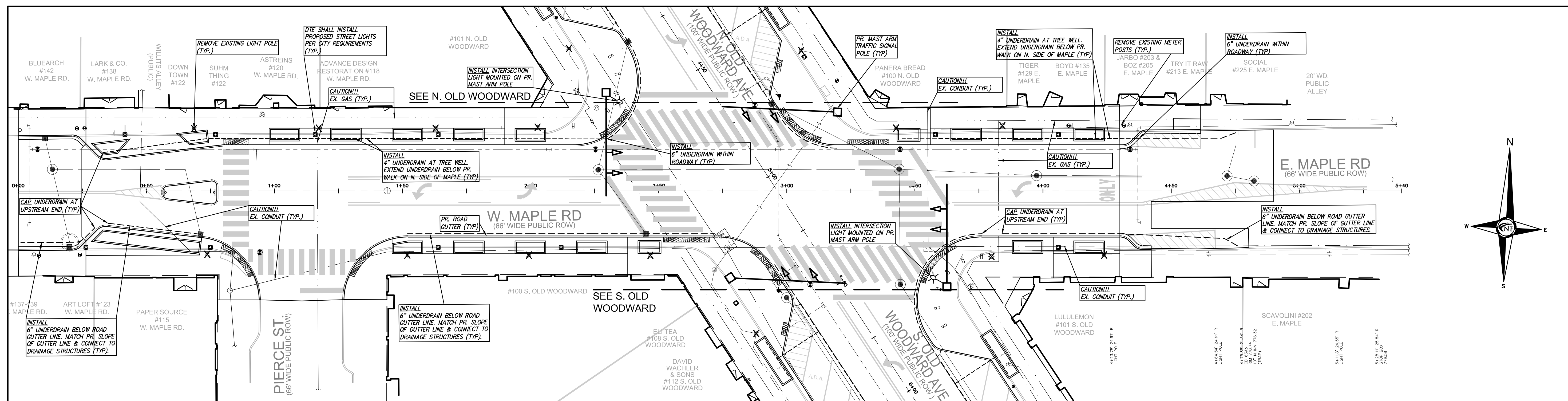
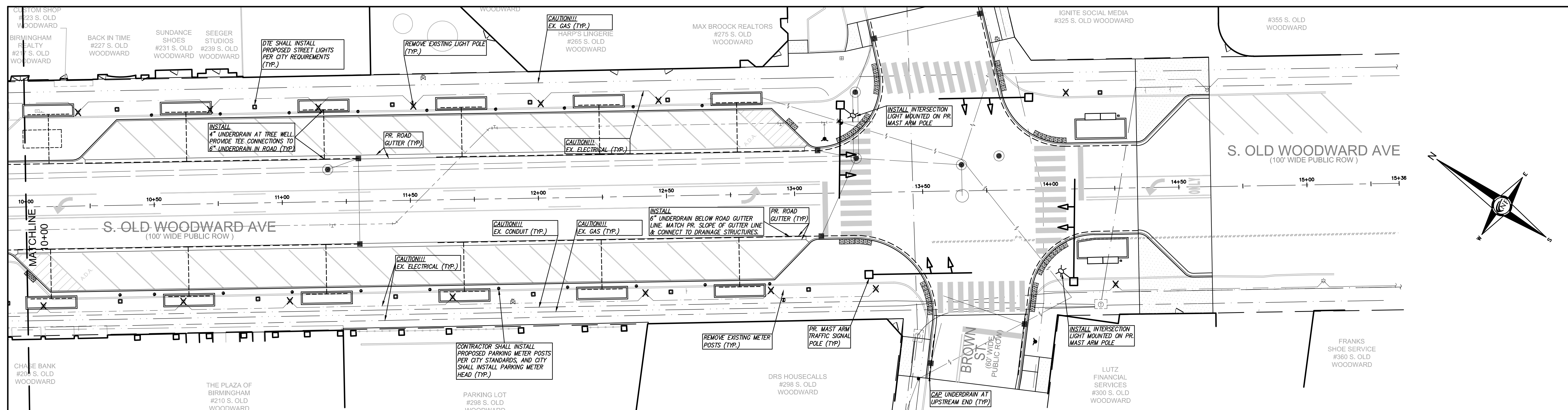
298 S Old Woodward Ave.  
Birmingham, MI 48009

GROUND LEVEL  
LANDSCAPE PLAN  
L1.0





Know what's below  
Call before you dig.



#### NEW PARKING METER POST & NEW STREET LIGHT SCHEDULE

##### S. OLD WOODWARD AVENUE

STATION	OFFSET	ITEM
STA. 10+36.13	35.00' S.W.	PARKING METER POST (S.B.)
STA. 10+36.13	37.50' N.E.	PED. STREET LIGHT
STA. 10+36.13	37.50' S.W.	PED. STREET LIGHT
STA. 10+49.56	35.00' N.E.	PARKING METER POST
STA. 10+49.56	35.00' S.W.	PARKING METER POST
STA. 10+76.43	35.00' N.E.	PARKING METER POST
STA. 10+76.43	35.00' S.W.	PARKING METER POST
STA. 10+89.86	37.50' N.E.	PED. STREET LIGHT
STA. 10+89.86	37.50' S.W.	PED. STREET LIGHT
STA. 11+03.30	35.00' N.E.	PARKING METER POST
STA. 11+03.30	35.00' S.W.	PARKING METER POST
STA. 11+30.19	35.00' N.E.	PARKING METER POST
STA. 11+30.19	35.00' S.W.	PARKING METER POST
STA. 11+43.61	37.50' N.E.	PED. STREET LIGHT
STA. 11+43.61	37.50' S.W.	PED. STREET LIGHT
STA. 11+57.05	35.00' N.E.	PARKING METER POST
STA. 11+57.05	35.00' S.W.	PARKING METER POST
STA. 11+83.91	35.00' N.E.	PARKING METER POST
STA. 11+83.91	35.00' S.W.	PARKING METER POST
STA. 11+97.35	37.50' N.E.	PED. STREET LIGHT
STA. 11+97.35	37.50' S.W.	PED. STREET LIGHT
STA. 12+10.79	35.00' N.E.	PARKING METER POST
STA. 12+10.79	35.00' S.W.	PARKING METER POST
STA. 12+37.65	35.00' N.E.	PARKING METER POST
STA. 12+37.65	35.00' S.W.	PARKING METER POST
STA. 12+51.09	37.50' N.E.	PED. STREET LIGHT
STA. 12+51.09	37.50' S.W.	PED. STREET LIGHT
STA. 12+64.52	35.00' N.E.	PARKING METER POST (S.G.)
STA. 12+64.52	35.00' S.W.	PARKING METER POST
STA. 12+89.71	35.00' N.E.	PARKING METER POST
STA. 13+04.83	37.50' S.W.	PED. STREET LIGHT
STA. 14+19.85	37.50' N.E.	PED. STREET LIGHT

##### W. MAPLE ROAD

STATION	OFFSET	ITEM
STA. 0+26.82	22.00' SOUTH	PED. STREET LIGHT
STA. 0+41.65	22.00' NORTH	PED. STREET LIGHT
STA. 0+75.00	22.00' SOUTH	PED. STREET LIGHT
STA. 0+77.00	22.00' NORTH	PED. STREET LIGHT
STA. 1+15.92	22.00' NORTH	PED. STREET LIGHT
STA. 1+63.92	22.00' NORTH	PED. STREET LIGHT
STA. 1+63.92	22.00' SOUTH	PED. STREET LIGHT
STA. 2+11.92	22.00' SOUTH	PED. STREET LIGHT

##### E. MAPLE ROAD

STATION	OFFSET	ITEM
STA. 3+58.00	22.00' NORTH	PED. STREET LIGHT
STA. 4+06.00	22.00' NORTH	PED. STREET LIGHT
STA. 4+06.00	22.00' SOUTH	PED. STREET LIGHT

##### PR. UNDERDRAIN LEGEND

----- 4" PERFORATED UNDERDRAIN W/ SOCK WRAP  
----- 6" PERFORATED UNDERDRAIN PER TRENCH DETAIL

##### LIGHT REMOVAL LEGEND

X EX. PEDESTRIAN LIGHT POLE TO BE  
DE-ENERGIZED AND REMOVED BY D.T.E.

##### UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

##### PARKING METER POST NOTES:

1. PARKING METER POSTS DESIGNATED AS "S.B." (SHORT-BLUE) SHALL BE BLUE AND MEET A.D.A. HEIGHT REQUIREMENTS.
2. PARKING METER POSTS DESIGNATED AS "S.G." (SHORT-GREEN) SHALL BE GREEN MEET A.D.A. HEIGHT REQUIREMENTS.
3. ALL OTHER PARKING METER POSTS SHALL BE GREEN AND MEET TYPICAL CITY HEIGHT REQUIREMENTS.

##### PEDESTRIAN STREET LIGHT NOTES:

1. PEDESTRIAN STREET LIGHTS ON OLD WOODWARD AVENUE SHALL BE HADCO STREET LIGHTS PER TYPICAL BIRMINGHAM STANDARDS.  
(COLOR: BIRMINGHAM GREEN)
2. PEDESTRIAN STREET LIGHTS ON MAPLE ROAD SHALL BE HADCO STREET LIGHTS PER TYPICAL BIRMINGHAM STANDARDS.  
(COLOR: BIRMINGHAM GREEN)

##### INTERSECTION STREET LIGHT NOTES:

1. INTERSECTION STREET LIGHTS PROPOSED TO BE MOUNTED ON MAST ARM TRAFFIC SIGNAL POLES LOCATED AT HAMILTON AVENUE, MAPLE ROAD, AND BROWN STREET INTERSECTIONS ON OLD WOODWARD AVENUE. FOR ALL BID OPTIONS SHALL BE AUTOBAHN SERIES AT82.  
(COLOR: BIRMINGHAM GREEN)



**CITY OF BIRMINGHAM  
MICHIGAN**

**NOTICE OF PUBLIC HEARING  
NOVEMBER 25, 2019  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

NOTICE IS HEREBY GIVEN THAT the City of Birmingham's City Commission will hold a public hearing on the use of Community Development Block Grant Funds. The Hearing will be held on Monday, November 25, 2019 at 7:30 p.m., or as soon thereafter as the agenda will permit in the Commission Room at the City's Municipal Building, 151 Martin Street, Birmingham, MI. 48009 for the purpose of hearing public comments on the Community Development Block Grant (CDBG) Program Year 2020 application in the approximate amount of \$36,090 to fund eligible projects. **All interested citizens are requested to attend the Hearing. Comments will also be received in writing or in person at the City Clerk's Office, 151 Martin Street, Birmingham, MI 48009 until 5:00 p.m., November 25, 2019.**

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

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

CHERYL ARFT, Acting City Clerk  
City Clerk's Office

Publish: At least 10 Days before the  
Public Hearing Date of November 25, 2019



## MEMORANDUM

Finance Department

**DATE:** November 15, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Mark Gerber, Director of Finance/Treasurer  
Kathryn Burrick, Senior Accountant

**SUBJECT:** 2020 Community Development Block Grant Application  
Public Hearing

---

### INTRODUCTION:

The purpose of the November 25, 2019 public hearing is to: receive citizen input regarding the 2020 Program Year Community Development Block Grant (CDBG) program; make a determination of eligible project(s) to be pursued; and determine the amount of funds to be allocated to each project.

### BACKGROUND:

The CDBG program is a U.S. Department of Housing and Urban Development (HUD) program that provides funds annually to entitlement jurisdictions. CDBG funds housing, public facility and public service activities that benefit low-income households and persons with special needs. Oakland County receives CDBG funds as an "urban county". Participating communities must join with the County to receive CDBG funding. The City of Birmingham has been a participant of the CDBG program for over 30 years.

The City of Birmingham has been given a planning allocation of \$36,090, which is the same as last year's revised allocation. Under CDBG guidelines communities may: a) spend a maximum of 30%, or \$10,827, of their 2020 funding allocation on public service activities; b) allocate no less than \$3,500 per activity; and c) allocate funding to no more than 4 activities.

In the past, the City has allocated the maximum amount of funding (30%) to public service activities. This funding is typically allocated towards senior services and yard services (see attachments for activity descriptions). In the past, these activities have been administered by an outside agency which is selected through a bid process every program year. Historically, NEXT has administered these services.

Since the City has so few low-income residents, the City is really restricted on what it can do with the remaining funding. The remaining funding is usually allocated to minor home repair and/or the removal of architectural barriers. The minor home repair activity provides funding for repairs to homes of low-income residents that typically are less than \$5,000 per repair (see attached activity description). This activity is also administered by an outside agency which is selected through a bid process when funding is allocated to this activity. The removal of architectural barriers activity provides funding to retrofit City property which was not ADA compliant like bathrooms and entrances to public facilities.

Federal regulations governing the public hearing process require: the public hearing to first be opened to the public for comment; after public comment, the public hearing should then be closed; **after the public hearing has been closed, the City Commission may then discuss the application and take action by roll call vote.** At the close of the public hearing, the eligible projects are required to be identified, along with the approved funding allocations.

The deadline for submitting the grant application is Friday, December 13, 2019.

**LEGAL REVIEW:**

No legal review required.

**FISCAL IMPACT:**

No impact this fiscal year. The amount approved will be included in the 2020-2021 annual budget.

**SUMMARY:**

Staff recommends that the maximum amount of public services funding of \$10,827 be allocated as follows: Senior Services \$3,500 and Yard Services \$7,327 as has been historically done. In addition, staff recommends the remaining funding of \$25,263 be allocated to minor home repair as staff does not have any ADA projects under consideration at this time.

It is suggested that the City Commission approve the allocation of CDBG funds as proposed above, that the Finance Director prepare the 2020 Community Development Block Grant application and conflict of interest certification according to those funding allocations, and that the mayor be authorized to sign the application and conflict of interest certification.

**ATTACHMENTS:**

1. Proposed Summary of Application Funding
2. Conflict of Interest Certification
3. CDBG Activity Descriptions for Senior Services, Yard Services, and Minor Home Repair
4. CDBG Program Rules
5. Letter from Haven
6. Letter from NEXT

**SUGGESTED RESOLUTION:** To authorize the Finance Director to complete the 2020 Program Year Community Development Block Grant application and conflict of interest certification and to authorize the mayor to sign the application and conflict of interest certification and other documents resulting from this application on behalf of the City and submit them to Oakland County. The project(s) to be included in the application and the respective allocations of Community Development Block Grant Funds are as follows:

	APPROVED 2020**
1. Public Services – Yard Services	\$ 7,327
2. Public Services – Senior Services	3,500
3. Minor Home Repair	25,263
TOTAL	<u>\$ 36,090</u>

\*\* (TO BE DETERMINED BY THE CITY COMMISSION AT THE NOVEMBER 25, 2019 MEETING)

## PY 2020 CDBG APPLICATION PART 2 - APPLICANT INFORMATION

### A - APPLICANT CONTACT

Community:	CITY OF BIRMINGHAM
PY 2020 CDBG Planning Allocation:	\$36,090
Contact Person:	Mark Gerber
Telephone:	(248) 530-1814
Best time to contact:	Monday-Friday, 8am-5pm
DUNS #:	07-423-9450
Copy of current SAMS attached:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> On File at OCCHID No, explain: _____
Is community subject to Single Audit? (\$750,000 in federal expenditures)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

### B - PROPOSED PROJECTS

<b>Example</b>	<b>Project # <u>1</u></b>	<b>Name: <u>Code Enforcement</u></b>	<b>Allocation: <u>\$80,834</u></b>
	Project # <u>1</u>	Name: <u>Minor Home Repair #731227</u>	Allocation: \$ <u>25,263</u>
	Project # <u>2</u>	Name: <u>Yard Services #732170</u>	Allocation: \$ <u>7,327</u>
	Project # <u>3</u>	Name: <u>Senior Services #731712</u>	Allocation: \$ <u>3,500</u>
	Project # _____	Name: _____	Allocation: \$ _____
Total # of Projects:		3	
# of Public Service Projects:		2	
Public Service %:		30%	

### C - AFFIDAVIT OF COMPLIANCE

The undersigned certifies that the information in this application is true and correct. In applying for CDBG funds, the applicant has read, understands and agrees to comply with all the provisions of all federal regulations issued thereto by the U.S. Department of Housing and Urban Development (HUD), state and local regulations and laws.	
Name of Highest Elected Official or Designee:	Pierre Boutros
Title of Highest Elected or Designee:	Mayor
Signature:	



## PY 2020 CDBG APPLICATION PART 2 - CONTINUED

### D - CONFLICT OF INTEREST CERTIFICATION

Code of Federal Regulations Title 24, Volume 3 Revised as of April 1, 2004 CITE: 24CFR570.611

#### TITLE 24--HOUSING AND URBAN DEVELOPMENT CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HUD

#### Part 570 Community Development Block Grants

#### Subpart K Other Program Requirements

#### Sec. 570.611 Conflict of interest

**(a) Applicability.** (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

**(b) Conflicts prohibited.** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

**(c) Persons covered.** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

**(d) Exceptions.** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

**(1) Threshold requirements.** HUD will consider an exception only after the recipient has provided the following documentation: (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

**(2) Factors to be considered for exceptions.** In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable: (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available; (ii) Whether an opportunity was provided for open competitive bidding or negotiation; (iii) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question; (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section; (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (vii) Any other relevant considerations. By applying for CDBG funds, the Participating Community certifies that they have read the above:

<b>Community Name:</b>	CITY OF BIRMINGHAM, MICHIGAN
<b>Name of Highest Elected Official or Designee:</b>	Pierre Boutros
<b>Title of Highest Elected or Designee:</b>	Mayor
<b>Signature:</b>	

## SENIOR SERVICES

<b>Program/Account #</b>	172160-731712
<b>Eligible Uses</b>	Use code 05A for services for the elderly. 05A may be used for an activity that serves both the elderly and persons with disabilities provided it is intended primarily to serve elderly. If the activity is intended primarily to serve persons with disabilities, use 05B instead. Code 05A, Senior Services, or 05B, Services for the Disabled, may be used for activities that will provide services for both senior citizens and persons with disabilities if the activity is not intended primarily to serve one group rather than the other.
<b>Project Delivery Costs</b>	Project service delivery costs including staff timesheets, other direct costs, and service costs directly related to carrying out this activity are eligible. Cost reasonableness standards apply.
<b>Notes</b>	<p><b>Contact Planning &amp; Evaluation at (248) 858-5312 to determine eligibility before applying for this project.</b></p> <p>This is a presumed benefit activity.</p> <p>Public services (including labor, supplies and materials) directed toward improving services and facilities including:</p> <ul style="list-style-type: none"> <li>• Equipment and furnishings</li> <li>• Meal programs either meals-on-wheels or congregate</li> <li>• Prescription drug programs</li> <li>• Arts and crafts workshops</li> <li>• Senior Day Care</li> <li>• Senior Center Staff Wages</li> <li>• Counseling</li> <li>• Resource advocacy</li> <li>• Recreation/education services tailored to seniors including nutrition, swim exercise, dance, tax preparation, Medicaid classes and enrichment classes</li> <li>• Transportation of seniors to recreational events</li> <li>• Senior Center newsletter (for those 62+ only)</li> </ul> <p>A current <b>PERSON DBA REPORT</b> must be submitted with each invoice which indicates the presumed benefit eligibility of clients served. If an agency is hired to administer this activity, contracts must be executed specifying services, duration, cost, etc.</p>
<b>Environmental Code</b>	<b>Exempt</b>
<b>HUD Matrix Code</b>	05A
<b>Authority</b>	24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)
<b>National Objective Codes</b>	<p><b>Contact Planning &amp; Evaluation at (248) 858-5312 to determine National Objective. Options include:</b></p> <p>LMC – Low-income limited clientele benefit: activities that benefit a limited clientele, at least 51% of which are low-income.</p>
<b>Accomplishment Type</b>	People
<b>Performance Objective</b>	Suitable Living Environment
<b>Performance Outcome</b>	Improved Availability/Accessibility

## OTHER PUBLIC SERVICES NOT LISTED IN 03T AND 05A-05Y

<b>Program</b>	172160		
<b>Eligible Uses</b>	Only use code when an activity does not fall under a more specific 05A-05Y code. An example of a legitimate use of this code is when a public service activity that does not have a more specific matrix code, provides services to multiple groups of clients such as seniors, persons with disabilities and homeless persons. For instance, for a "meals on wheels" program for seniors and persons with disabilities, use 05Z. If this program had been available to only seniors, the correct matrix code is 05A.		
<b>Account #</b>	<b>Safety &amp; Repair - 731665</b>		
Small jobs that are less than \$600 and can be completed in a reasonable time. A permit typically is not required. A local maintenance/ handyperson can complete the jobs.			
<b>Safety Devices</b>		<b>Repair Services</b>	
Bed Aide/Commode	Jell Cushion	Cabinets & Countertops	Roof repair
Bells/Whistles/Monitors/Amps	Large Button Phone	Caulk Tub/Toilets/ Windows	Siding < 20 sq. ft.
Blood Pressure Monitors	Magnifying Glass/Sheet	Chimney	Sinks/Faucets installed
Bottle/Jar Openers	Non-skid Tub	Elec Outlets/Switches/Cover Plates	Smoke/CO detectors installed
Canes	Mat/Strips	Floor repair	Stairs & Handrail
Laundry/Shopping Carts	Pill Boxes	Gutter/Downspout	Storm Doors installed
Clapper	Power Outlet Strip	Duct work/Pipe/Water heater insulation	Supply Lines
CO Detectors	Raised Toilet Seats	Light Bulbs change	Thermostats installed
Diapers/Pads	Reachers	Lock Sets & Dead Bolts installed	Toilets installed
First Aid Kits	Shower Chair/Transfer Bench	Patch < 2 sf holes in drywall/plaster	Tree Trimming
Flashing Telephones	Smoke Detector	Porch & Deck < 20 sf	Waste Lines
Flashlights/Night Lights	Talking Clock/ Watch/Keychain		
Grab Bars installed	Wheelchairs/Walkers		
Handheld Showers			
<b>Housekeeping - 730880</b>		<b>Yard Services - 732170</b>	
Projects to clean the interior of a home.		Lawn service, snow removal, spring/fall yard clean up, gutter cleaning, tree trimming, and dangerous tree	
<b>Project Delivery Costs</b>	Project Service Delivery Costs including staff timesheets, other direct costs, and service costs directly related to carrying out this activity are eligible. Cost reasonableness standards apply.		
<b>Notes</b>	This activity can be designed to serve clients who are presumed benefit, income qualified or clients who are presumed benefit and income qualified. Communities must develop an application and advertise availability of services. A current <b>PERSON DBA REPORT</b> must be submitted with each invoice which indicates the income eligibility or presumed benefit eligibility of clients served. Supporting documentation must be provided to the County to receive reimbursement. If an agency is hired to administer the activity, contracts must be executed specifying services, duration, cost, etc.		
<b>Environmental Code</b>	Exempt		
<b>Authority</b>	24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)		
<b>HUD Matrix Code</b>	05Z		
<b>National Objective Codes</b>	<b>Contact Planning &amp; Evaluation at (248) 858-5312 to determine National Objective. Options include:</b> LMC – Low-income limited clientele benefit: activities that benefit a limited clientele, at least 51% of which are low-income.		
<b>Accomplishment Type</b>	People		
<b>Performance Objective</b>	Suitable Living Environment		
<b>Performance Outcome</b>	Improved Availability/Accessibility		

## MINOR HOME REPAIR (REHAB; SINGLE UNIT RESIDENTIAL)

<b>Program/Account #</b>	172170-731227
<b>Eligible Uses</b>	Use this code for loans and grants to provide less extensive repairs (no more than \$5,000) for the rehabilitation of privately-owned homes.
<b>Project Delivery Costs</b>	Project Service Delivery Costs including staff timesheets, other direct costs, and service costs directly related to carrying out this activity are eligible. Cost reasonableness standards apply.
<b>Notes</b>	<p>Minor Home Repairs must conform to Oakland County guidelines and State of MI Lead Based Paint requirements.</p> <p><b>This is a strictly income qualified project.</b></p> <p><b>Documentation of income eligibility must be kept on file.</b></p> <p>A current <b>HOUSEHOLD DBA REPORT</b> must be submitted with each invoice. If an agency is hired to administer this activity, contracts must be executed specifying services, duration, cost, etc.</p> <p><b>Contact Contract Compliance at (248) 858-0196 when compiling bids/specs</b></p>
<b>Environmental Code</b>	<b>Categorically Excluded</b>
<b>HUD Matrix Code</b>	14A
<b>Authority</b>	24 CFR 570.202(a)(1) or 42 USC 5305(a)(4)
<b>National Objective Codes</b>	<p><b>Contact Planning &amp; Evaluation at (248) 858-5312 to determine National Objective. Options include:</b></p> <p>LMH – Low-income housing benefit: activities that are carried out for providing or improving permanent residential structures that will be occupied by low-income households.</p>
<b>Accomplishment Type</b>	Housing Units
<b>Performance Objective</b>	Provide Decent Affordable Housing
<b>Performance Outcome</b>	Affordability
<b>Minor Home Repairs include the following:</b>	
Clean, adjust, test and replace furnaces	Replace defective windows (see LBP provisions)
Replace water heaters	Install storm doors and/or storm windows
Replace garbage disposals	Replace roofs, downspouts, gutters and siding
Replace toilets	Tuckpoint chimneys
Replace shower heads and tub/laundry/kitchen faucets	Paint interior & exterior of homes built after 1978 (see LBP provisions)
Repair water and waste lines	Remove large items or large amounts of debris from and around home
Rod sewer lines	Remove architectural barriers
Change electrical services	Correct single code violations
Replace defective light fixtures	Repair sidewalk and driveway tripping hazards
Install switches and light at entry ways	Replace wall/ceiling plaster/drywall (See LBP provisions)
Replace accessible defective wiring	Connect residences to municipal water and/or sewer
Replace entrance doors (see LBP provisions)	Install battery operated or hard-wired smoke detectors
Replace porch decks, stairs and handrails	One-time insect/vermin extermination
Reinforce porches	Dangerous tree or limb removal

## PY 2020 CDBG PROGRAM RULES

- 1. MINIMUM ALLOCATION (THRESHOLD)** - Participating communities that generate less than \$7,000 by formula will receive a \$7,000 allocation. These threshold communities are allowed 1 Public Service activity at \$7,000 (procurement required) or 2 Public Service activities at \$3,500 each.
- 2. MINIMUM PROJECT ALLOCATION (NON-THRESHOLD)** - Participating communities that generate more than \$7,000 by formula will receive a formula allocation. These non-threshold communities are allowed up to 4 CDBG projects per program year and must allocate a minimum of \$3,500 for each project.
- 3. PY 2020 PUBLIC SERVICE CAP (NON-THRESHOLD)** - Oakland County will allow non-threshold communities to spend a maximum of 30% of their annual allocation on Public Services.
- 4. MULTIPLE AGENCY PUBLIC SERVICE CONTRACTS** - Multiple public service contracts providing the same type of service are not permitted within the same activity.
- 5. PUBLIC SERVICE CONTRACT DURATION** - Public service contracts may have 18-month duration and start on July 1.
- 6. PROJECT SERVICE DELIVERY COSTS** - Communities may seek reimbursement for eligible Project Service Delivery Costs. These costs include all eligible items related to the delivery of project services.
- 7. INELIGIBLE USES** - CDBG funds may not be used for maintenance of public facilities. The purchase of equipment, fixtures, motor vehicles, furnishings, or other property that is not an integral structural fixture is generally ineligible. CDBG funds may be used to purchase such items when necessary for use in the administration of activities assisted with CDBG funds when such items constitute all or part of a Public Service. For information on the all project eligibility including Fire Station Equipment, contact Planning & Evaluation at (248) 858-5312.
- 8. REQUIRED DRAWS** - 1 draw every 9 months per activity from Letter to Spend date in the HUD Integrated Disbursements and Information System (IDIS).
- 9. REQUIRED EXPENDITURES** - All funds per year per activity must be spent in 2 years from Letter to Spend date in IDIS. After two years, all unobligated funds will be evaluated for possible recapture.
- 10. MICRO-PURCHASE** - Goods or services \$10,000 or less are considered a micro-purchase and no procurement is required.



**HAVEN**  
LIVE WITHOUT FEAR

October 1, 2019

Mr. Mark Garber  
City of Birmingham  
PO Box 3001  
Birmingham, MI 48012-3001

(248) 644-5514  
mgarber@bhamgov.org

Dear Mr. Garber:

Violence in families is everywhere, crossing racial, ethnic, cultural, social, and economic boundaries. The impact of this violence invades our schools, places of worship, offices, businesses, factories, and throughout our neighborhoods.

Since 1982, HAVEN has been dedicated to building violence-free communities where everyone can live without fear. HAVEN maintains a 24-hour emergency shelter exclusively for domestic violence victims and their children and sexual assault survivors who are afraid to stay in their own homes. HAVEN offers counseling and education that help families stop the violence, begin the process of healing, and create the hope that their future will be free from abuse. The agency steps out into the community – over the phone, in courtrooms, police stations, hospitals, schools, the workplace, and at community meetings – to provide crisis intervention and education to help victims and families prevent violence in future generations. HAVEN staff manage a Personal Protection Order Office exclusively for victims of domestic violence and sexual assault located in the Circuit Court system, helping victims with the creation and filing of Personal Protection Orders, at no charge, as the first step in their safety plan.

HAVEN, through its comprehensive work, serves to break the silence that has kept the crimes of domestic violence and sexual assault behind closed doors. This silence has only served to allow these crimes to flourish. From July 1, 2018 through June 30, 2019, 23 individuals were seen within our programs and 16 crisis calls were received from families in the City of Birmingham who took the first step to break their own silence by contacting HAVEN.

Our agency is again reaching out to you for support of our work with an even greater need as we assume the burden of increased clientele and additional staff to maintain these vital services. We ask that you continue to support these families through a Community Development Block Grant of \$3500 for fiscal year 2020-2021. Please remember that the federal government presumes that domestic violence victims are considered to be low-income and therefore qualify for inclusion in block grant public service requests.

HAVEN looks forward to the opportunity to meet with you this year to provide further information on this request and answer any questions you may have. In the meantime, if you wish to speak with me, I can be reached at (248) 334-1284, Ext. 319, or you may contact our CDBG Coordinator, Wendy Powers at Ext. 306. Thank you.

Sincerely,

Philip D. Whitfield  
Director of Business Operations

**City of Birmingham****Fiscal Year 2018-19 Costs to provide services**

	Clients Ser	Cost
Counseling Program	11	\$ 5,331.00
Personal Protection Orders	3	\$ 988.00
Court Advocacy	6	\$ 690.00
Residential	1	\$ 2,411.00
START - Forensic Exams	2	\$ 2,522.00
Crisis Line	15	\$ 1,740.00
<b>Total</b>	<b>38</b>	<b>\$ 13,682.00</b>

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Proudly serving the 50+ population of Birmingham, Bingham Farms, Beverly Hills, Franklin, and surrounding areas.

Dear Commissioners,

November 18, 2019

I regret that I am unable to attend the November 25<sup>th</sup> Commission meeting. In lieu of my attendance, please except this letter of explanation regarding the upcoming conversation on the allocation of the Community Development Block Grant funding.

Next is the service organization providing senior services to Birmingham residents. We are a private non-profit with a diverse revenue stream collated from a variety of sources; fundraising efforts, local foundation grants, municipal assistance and memberships. We work hard to be certain we have the resources necessary to adequately serve our growing demographic.

The cornerstone of any service organization is to assist the most vulnerable in the community. The CDBG program does just that - serving low income Birmingham residents with minor home repairs, snow removal and yard maintenance. It is easy to assume that The City of Birmingham does not have many low-income seniors in need of assistance. But once you consider rising health care costs, increased utility bills, home maintenance needs and other important necessities, all on a fixed income, it is not difficult to see why many seniors struggle.

Please look at the attached tables for reference. The first table from SEMCOG, indicates income levels of Birmingham residents. The second table lists the income levels that are described as *low-income*, *very low-income*, and *extremely low-income* as adopted by Oakland County who disperses Community Development Block Grant Funding. Last year, Next assisted dozens of CDBG income-qualified Birmingham residents, over 1,300 times with yard, snow and home maintenance.

We wish we were able to offer support to all Birmingham residents in need of help but unfortunately because we have limited funding, we do not have the resources to reach the third category, *low-income*. The funding we receive through the CDBG program is critical to support income-qualified residents right here in Birmingham. Without this assistance, many seniors are at risk of navigating hazards at home. By maximizing the funding to assist seniors, we will be able to keep more residents safe in their homes where it is familiar and comfortable.

Thank you for your consideration,

Cris Braun



# City of Birmingham Community Profile

Annual Household Income	ACS 2015
\$200,000 or more	2,337
\$150,000 to \$199,999	877
\$125,000 to \$149,999	560
\$100,000 to \$124,999	904
\$75,000 to \$99,999	1,041
\$60,000 to \$74,999	636
\$50,000 to \$59,999	532
\$45,000 to \$49,999	255
\$40,000 to \$44,999	262
\$35,000 to \$39,999	287
\$30,000 to \$34,999	267
\$25,000 to \$29,999	200
\$20,000 to \$24,999	167
\$15,000 to \$19,999	178
\$10,000 to \$14,999	168
Less than \$10,000	164
<b>Total</b>	<b>8,835</b>

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

## INCOME LIMITS

**Income Limits** - CDBG relies on HUD annual area median income (AMI) data to determine the eligibility for activities that directly benefit a person or household and to determine area wide benefit. The income limits below are effective as of 6/1/18. The maximum income level for CDBG is Low-Income or 80% of AMI based on household size.

OAKLAND COUNTY  
COMMUNITY DEVELOPMENT  
**BLOCK  
GRANT  
PROGRAM**

**2018 INCOME  
LIMITS**  
  
*ESTABLISHED BY THE U.S. DEPARTMENT OF  
HOUSING & URBAN DEVELOPMENT*

Persons Per Household	Extremely Low-Income (30%)	Very Low-Income (50%)	Low-Income (80%)
<b>1</b>	\$14,900	\$24,850	\$39,700
<b>2</b>	\$17,000	\$28,400	\$45,400
<b>3</b>	\$20,780	\$31,950	\$51,050
<b>4</b>	\$25,100	\$35,450	\$56,700
<b>5</b>	\$29,420	\$38,300	\$61,250
<b>6</b>	\$33,740	\$41,150	\$65,800
<b>7</b>	\$38,060	\$44,000	\$70,350
<b>8</b>	\$42,380	\$46,800	\$74,850

(Effective 6/1/18)



**CITY OF BIRMINGHAM  
MICHIGAN**

**NOTICE OF PUBLIC HEARING  
NOVEMBER 25, 2019  
REPROGRAMMING OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

NOTICE IS HEREBY GIVEN THAT the City of Birmingham's City Commission will hold a public hearing on the reprogramming of Community Development Block Grant (CDBG) Funds. The Public Hearing will be held on Monday, November 25, 2019 at 7:30 p.m., or as soon thereafter as the agenda will permit in the Commission Room at the City's Municipal Building, 151 Martin Street, Birmingham, MI 48009 for the purpose of hearing public comments on the reprogramming of Community Development Block Grant (CDBG) program year 2018 funds in the amount of \$2,335 from Remove Architectural Barriers (Activity 731619) to Minor Home Repair (Activity 731227). **All interested citizens are requested to attend the Public Hearing. Comments will also be received in writing or in person at the City Clerk's Office, 151 Martin Street, Birmingham, MI 48009 until 5:00 p.m., November 25, 2019.**

Arrangements to reasonably accommodate, special needs, including handicap accessibility or interpreter, will be made upon receiving 72-hour advance notice. Individuals with questions or people with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice) or (248) 644-5155 (TDD).

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

CHERYL ARFT, Acting City Clerk  
City Clerk's Office

Publish: At least 10 Days before the  
Public Hearing Date of November 25, 2019



# MEMORANDUM

Finance Department

**DATE:** November 15, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Mark Gerber, Director of Finance/Treasurer  
Kathryn Burrick, Senior Accountant

**SUBJECT:** Public Hearing for Reprogramming Program Year 2018  
Community Development Block Grant Funds

## INTRODUCTION:

The Finance Department anticipates there will be unused Community Development Block Grant (CDBG) funds from the ADA retrofit of the tennis facility. A public hearing needs to be conducted in order to re-program these unused funds.

## BACKGROUND:

At the August 19, 2019, City Commission meeting, a contract for the retrofit of the tennis facility main entrance doors for ADA was approved in the amount of \$21,200 to MGSE Security, LLC. The City at the time of the contract award had \$23,535 available in CDBG funds for the project, leaving an unused balance of \$2,335.

At the October 28, 2019, City Commission meeting, a public hearing for the purpose of reprogramming these unused funds was approved and scheduled for November 25, 2019. Public notice of this meeting was posted in the Eccentric Newspaper on November 10, 2019.

It is recommended by staff that the \$2,335 be reprogrammed from remove architectural barriers to minor home repair as shown below:

### Existing (FROM) – Remove Architectural Barriers:

Account Number	Activity Description	Amount
731619	Remove Architectural Barriers - Tennis Facility Main Entrance ADA Retrofit	\$2,335

### Proposed (TO) – Minor Home Repair:

Account Number	Activity Description	Amount
731227	Minor Home Repair	\$2,335

The minor home repair program is used to assist low-income residents with repairs to their residence such as: plumbing, electrical, heating, window, and roof repairs. In the past this program has been administered through NEXT and has been used to assist Birmingham seniors.

Federal regulations governing the public hearing require: the public hearing to first be opened to the public for comment; after public comment, the public hearing should then be closed; **after the public hearing has been closed, the City Commission may then discuss the reprogramming and take action by roll call vote.** If a City Commissioner is a board member of NEXT, they should abstain from discussion or voting on this item.

LEGAL REVIEW:

None needed.

FISCAL IMPACT:

None

SUMMARY:

It is recommended that the City Commission approve the reprogramming of the funds as suggested and have the Finance Director submit the required documentation to the County.

ATTACHMENTS:

- Oakland County Reprogramming Procedures

SUGGESTED RESOLUTION:

To authorize the Finance Director to submit a request along with the public hearing advertisement and City Commission resolution to Oakland County to reprogram the Community Development Block Grant (CDBG) program year 2018 funds in the amount of \$2,335 from Remove Architectural Barriers (Account 731619) to Minor Home Repair (Account 731227).

# REPROGRAMMING PROCEDURES

## CONSIDERATIONS

- Communities are encouraged to minimize reprogramming to reduce administrative burden
- Determining realistic project needs at application will minimize the need to reprogram funds

## A REPROGRAMMING IS A TRANSACTION THAT EITHER:

- Transfers funds from an existing project to another existing project
- Transfers funds from an existing project to a new project
- Changes a project description

## PROCEDURES

1. Community contacts Planning Unit to discuss eligibility
2. Community sends required documentation to Planning Unit
3. Planning Unit reviews paperwork including reprogramming request cover letter, certified meeting minutes and/or governing body resolution
4. Contract Compliance reviews environmental review record documents (if applicable) and any related issues or financial considerations
5. Planning Unit produces reprogramming authorization form and revised project summary
6. Planning Unit forwards approved documents to community

## REQUIREMENTS

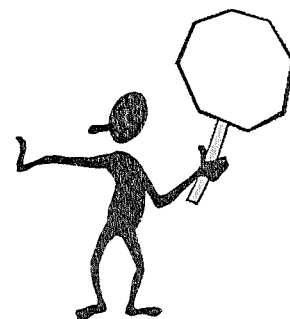
- Reprogrammed funds MUST remain in their allocated program year
- Reprogrammed funds are subject to current federal CDBG regulations
- Public Services are limited per each year's total allocation
- Communities must advertise a public hearing notice in a newspaper of general circulation
- Federal guidelines suggest a ten calendar day period between advertisement and public hearing

## DOCUMENTATION

- Reprogramming Request Cover Letter (on community letter head)
- Copy of the public hearing advertisement
- Copy of your certified meeting minutes and/or governing body resolution
- Project description
- Updated environmental review record as needed

### REMEMBER YOU NEED TO PROVIDE THE PLANNING UNIT WITH:

- Reprogramming Request Cover Letter
- Copy of the public hearing advertisement
- Copy of certified council minutes and/or governing body resolution
- Project description
- Updated environmental review record as needed





## MEMORANDUM

Finance Department

**DATE:** November 15, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Mark Gerber, Director of Finance/Treasurer

**SUBJECT:** 48<sup>th</sup> District Court FY 2020 Budget

---

### INTRODUCTION:

Every year the 48<sup>th</sup> District Court prepares an annual budget which must be approved by the four funding units: City of Birmingham, City of Bloomfield Hills, Bloomfield Township, and West Bloomfield Township.

### BACKGROUND:

In accordance with the 1985 agreement, revenues and Court expenditures are allocated to the four control units, which include the cities of Birmingham and Bloomfield Hills and the townships of Bloomfield and West Bloomfield, in the same proportion as the number of cases arising from each unit. At the end of each calendar year following the Court's audit, an adjustment is made for the difference between those amounts advanced based on the estimate and the actual caseload of each control unit under the agreement as well as the court revenue.

Four municipal governments fund the budget of the 48<sup>th</sup> District Court: City of Birmingham, City of Bloomfield Hills, Bloomfield Township, and West Bloomfield Township. The expenditure budget of the court is allocated to each municipality based on that municipality's percentage of the total case load of the court. The City's percentage of the total court caseload was 28.23% in calendar year 2018 and is projected to increase in 2019 to 31.37%. Each quarter, the City advances 25% of the City's allocation of the total expenditure budget to the Court. Revenue generated by the court is also distributed to each municipality based on the percentage of caseload except for cost of prosecution reimbursements which are specific to each municipality.

Attached is the proposed 2020 budget for the 48<sup>th</sup> Judicial District Court. In total, the Court is requesting an operating budget of \$4,665,438 which represents an increase of \$111,400, or 2.4%, from the 2019 budget. Increases are proposed for salaries, operations, professional fees, and equipment and capital while benefits and court expenses are proposed to decrease.

Salaries: For 2020 salaries are proposed to increase \$137,172, or 8%, from the 2019 budget.

Benefit Expenses: This budgeted category is proposed to decrease by \$17,000, or 1.6% from the 2019 budget. The change is the result of a decrease in medical insurance expense which was partially offset by an increase in defined contribution plan payments and dental/life/disability insurance expense.

Operating Expenses: For 2020, operating expenses are proposed to increase by \$179,100, or 15% from the 2019 budget. This is primarily the result of an increase in payroll taxes of \$150,000

which were not included in 2018's budget. Additionally, utilities/telephone and insurance expenses are proposed to increase \$17,000 and \$15,500, respectively.

Professional Fees: Overall this budgeted category is proposed to increase by \$38,500, or 29.1%, from 2019's budget as a result of increase in consultants and other professional services expense of \$31,500 and an increase in audit expense of \$7,000.

Court Expenses: This category is proposed to decrease \$49,750, or 20.1%, primarily as a result of a decrease in Michigan Indigent Defense Commission expense of \$52,500.

Equipment & Capital: Expenditures for this category are proposed to increase by \$6,000, or 3.2%, primarily as a result of an increase in equipment maintenance expense of \$5,000.

#### LEGAL REVIEW:

No legal review is required.

#### FISCAL IMPACT:

The City's percentage of the total projected caseload for 2019 (31.37%) is 11% higher than 2018's actual caseload percentage (28.23%). Assuming the City funds the Court's 2020 budget at the same percentage as the projected 2019 caseload of 31.37%, the City would advance the Court \$1,463,547. The Court did not provide any projected Court revenues for 2019 or 2020. However, based on Court revenue from January 2019 to September 2019 and projecting a similar increase in Court revenue for 2020 as between 2018-2019, I am projecting the City will receive approximately \$1,347,000 in Court revenue in 2020 based on a projected allocation of 31.37%.

#### SUMMARY:

It is recommended to approve the 48<sup>th</sup> District Court budget as submitted.

#### ATTACHMENTS:

1. 48<sup>th</sup> District Court Proposed Budget for FY 2020

SUGGESTED RESOLUTION: To receive the 2020 proposed budget from the 48<sup>th</sup> District Court; and further, to approve the budget as submitted.

State of Michigan

48th District Court

Bloomfield Hills, MI 48302

2020 Budget

Proposed



# 2020 Budget

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# Section 1

2019 Review

# THE COURT IN REVIEW

## OVERVIEW

The 48<sup>th</sup> District Court serves the Charter Townships of Bloomfield and West Bloomfield, and the Cities of Birmingham, Bloomfield Hills, Keego Harbor, Orchard Lake Village and Sylvan Lake. The jurisdictions that fund the Court, per their own “funding unit” agreement are: Bloomfield Township, West Bloomfield Township, Birmingham and Bloomfield Hills. The “political subdivisions” of Keego Harbor, Orchard Lake and Sylvan Lake use the Court’s resources and receive reimbursements after completion of the Court’s annual audit. The role of the District Courts within the Judiciary, as defined by the Michigan Legislature in 1968, is to provide an independent third branch of government over:

- Arraignments – advising defendants of their rights, the pending charge(s) and the setting of bond in misdemeanor & felony cases.
- Misdemeanors – criminal cases punishable by imprisonment, not exceeding one year, written under state law or local ordinance. This includes: Operating While Intoxicated (1<sup>st</sup> and 2<sup>nd</sup>), Domestic Violence, Assault/Battery, Drug Possession, Stalking, Illegal Entry, Driving While License Suspended, etc. and all violations of probation for these cases.
- Preliminary Examinations – in felony cases. A preliminary exam is a hearing where testimony is heard for the judge to determine whether there is probable cause that a crime has been committed and that the defendant committed the crime. If the judge so finds, the case is bound over to the Oakland County Circuit Court.
- Felony Pleas
- Civil Lawsuits – claims where the amount in controversy does not exceed \$25,000.
- Landlord/Tenant Disputes – Hearings, which include eviction proceedings, land-contract and mortgage forfeitures.
- Small Claims – Claims where the amount in controversy does not exceed \$6000 and litigants represent themselves.
- Civil Infractions – includes all informal and formal hearings.
- Search Warrants – Judges and Magistrates on call 24 hours a day.

The budget of the 48<sup>th</sup> District Court has two separate and distinct components. The first deals with caseload and monetary funds received by the Court. Fines and costs are assessed as appropriate within the law. Funds received by the Court are subsequently distributed to the State, the County and local funding units. The communities of the 48<sup>th</sup> District Court receive distributions per the parameters decided by the funding units.

The second component of this budget analyzes the expenses incurred for the operation of the Court. The Court submits a lump-sum budget comprised of six account groupings. Any surplus is returned to the funding units upon completion of the annual external audit. Funds used to maintain the operation of the Court are reviewed and approved through an annual budget process with the funding units. Once approved, the funding units advance the Court monetary funds for operation on a quarterly basis, per the parameters decided by the funding units.

# COURT OPERATIONS

The Judges and the entire staff of the 48<sup>th</sup> District Court understand the difficult budget issues facing all municipalities, courts, families and individuals. In preparing this budget, we continue to strive to ensure that public funds are used in the most efficient manner possible by reducing costs and maintaining a high standard of service, while honoring our constitutional duty to serve the public. The figures and data presented highlight the Court's commitment to the efficient use of the public's resources.

- Judicial caseload
  - Several years ago, the District Court's criminal jurisdiction over certain case types such as retail fraud, MDOP, and larceny from building, changed from \$100 to \$1000. Judges and staff must devote a significantly higher amount of time to these types of cases.
- The requirements relative to case disposition have changed.
  - The judges and the 48<sup>th</sup> District Court must submit quarterly reports to the State Court Administrator's Office (SCAO) regarding the disposition of cases and all matters submitted before them. They are effectively meeting or exceeding the guidelines specified by the Michigan Supreme Court.
- Magistrates handle a portion of arraignments, small claims cases, informal hearings and weddings on a limited basis. They are paid from the Court's General fund and do not receive any benefits from the Court.
- Collections –
  - The judges and staff of the Court are diligent in collecting fines and costs at the time of sentencing.
  - The Court has a closely monitored Collection System for delinquent civil infractions. The goal of the program is to enforce outstanding court orders and close old cases. Since the implementation of the program, the Court has collected in excess of \$2 million in revenue. The program is monitored with extreme efficiency at a minimal cost.
  - In 2014, the Court added another component to its Collection Program effort. Cases meeting certain criteria are forwarded to the Michigan Department of Treasury for tax garnishment. If a defendant is due an income tax refund but has the garnishment order in place, money is forwarded to the Court from the State of Michigan.

# EXPENSES, REDUCTIONS & COURT IMPROVEMENTS

## **PERSONNEL**

Knowing that employee salaries and benefits account for a substantial portion of its expenses, the Court has made significant changes over the past decade. We feel confident these changes and amendments have set a foundation, which will serve to save costs well into the future.

## **Building Lease**

The Court's building lease was renewed in November 2016. Court Administration invested time analyzing the building, as well as assessing operational needs in preparation for negotiations with the landlord Bloomfield Township. The majority of the Court building is over 30 years old, while an addition is now almost 20 years old. Functional elements such as the heating and cooling (HVAC), plumbing, electrical and the roof have reached or exceeded their useful life. Structural components such as windows, entryways, and the parking lot need repairs and/or replacement. Cosmetic upgrades and replacement are needed for carpet, walls and offices due to normal wear and tear. The new lease takes all of these concerns into consideration. Given the large number of improvements needed, it is not financially feasible for the Court to conduct them all in one fiscal year. Therefore, Bloomfield Township has created a "Building Improvement Fund" for the Court's needs. The Court will deposit a fixed amount of \$44,750 into the fund annually. Projects will be completed in a chronological order, based on prioritized need and will be subsidized by this account. This fixed cost appears in the "Operating Expense" section of the 2020 Budget.

## **OPERATION & SECURITY**

The Court has reached a point where maintenance costs for certain aspects of Court operation are exceeding the replacement costs. Recognizing that not all of these needs necessarily fall under the scope of the building lease, the Court anticipates investing in these items through the general fund. All due diligence is exercised in assessing the Court's needs, while operating within the budget and maintaining high standards for fulfilling the Court's obligation to the public. Heightened security measures, both inside and outside the building are mandatory to protect the public, judges and staff that visit and work within the courthouse. During 2017-2018, the Court upgraded security cameras and security access at the Court building by installing a secured parking lot for all Court staff. In 2019, a separate security plan, approved by the funding units in 2018, expanded the Court's entryway to allow for enhanced security checkpoints and additional room for the public to enter and exit the building safely. The clerical and cashier work areas also feature safety glass from counter to ceiling to further enhance security.

## SPECIAL PROGRAMS & SERVICES

- **Cost Of Prosecution** – The law allows for the Court to collect on the cost of prosecution for Operating While Intoxicated (OWI) cases when requested by the prosecutor. Once collected, these funds are reimbursed, in full, directly to the appropriate municipality.
- **Restitution** – In proceedings involving individual or business victims, the Court collects the restitution from the defendant and forwards it to the crime victim. Since 2010, the Court forwarded over \$500,000 to individuals/businesses who have been victims of theft, embezzlement, fraud, property destruction, medical injuries, auto damage, etc.
- **OAK.gov Credit Card Processing** – The Court utilizes Oakland County's online services to accept credit card payments both within the courthouse and on the Court's website.
- **Website** – The Court's website, <http://48thdistrictcourt.us>, is an extremely user-friendly and informative site. Users are able to easily access general information about the Court, as well as print necessary court forms. The Court's website provides convenient and easy access for credit card payments through Oak.gov Credit Card Processing. The website reduces the number of telephone calls received by the clerks and reduces the foot traffic inside the courthouse, allowing the clerks to utilize their time more efficiently.
- **WWAM & Community Service** – Weekend and Weekday Alternative for Misdemeanants – The WWAM program is an alternative to incarceration where sentenced defendants use their skills to help community groups by performing work on a supervised crew. In addition to WWAM, appropriate defendants are sentenced to perform other acts of community service benefiting local non-profit groups such as food banks, soup kitchens, shelters, hospitals, schools, etc.
- **Probation Oversight Program** – The Court has an intensive Probation Oversight program for alcohol and drug related offenses that includes intensive treatment, counseling, education, 12-step programs, and aggressive testing requirements. Individuals are referred to drug and alcohol treatment facilities. Other crimes such as domestic violence, assault and battery, theft, etc. are also supervised by the probation department to ensure the safety of the public, rehabilitation, and compliance with the Court's order.
- **Serving the Community** – In addition to serving as judges at the 48<sup>th</sup> District Court, each individual judge strives to use the Court as a tool to educate our young people about making positive choices regarding drug and alcohol use and criminal activity. The judges also host an annual "Constitution Day" to educate our middle school students about the Bill of Rights.
  - Judge Marc Barron presides over the "Teen Court" program, which allows high school students from local schools to take an active role in the Court process by handling actual juvenile cases. The students act as lawyers and jurors and decide

the penalty on juvenile cases presented by the Prosecutor's Office, while Judge Barron advises and sentences the individual.

- Judge Diane D'Agostini's "*Order in the Court*" program has hosted thousands of students through field trips to the Court where she educates the young visitors about the Court process and making responsible decisions. She also speaks at local high schools about the law and penalties in addition to taking the Court to local high schools.
- Judge Kimberly Small implemented her "*Critical Life Choices*" and "*Cool to be Clean*" programs, a combination of court proceedings and a multi-media interactive presentation designed to help our youth make wise decisions. To date, she has shared her programs with over 20,000 students.

# Section 2

Case Activity



**STATE OF MICHIGAN  
48TH JUDICIAL DISTRICT**

**Case Type Activity**

	<b>NEW CASES</b>	<b>NEW CASES</b>	<b>NEW CASES</b>	<b>PROJECTED CASES</b>	<b>PROJECTED VARIANCE %</b>
<b>Case Type</b>	<b>2017</b>	<b>2018</b>	<b>JAN-SEP 2019</b>	<b>JAN-DEC 2019</b>	<b>2019 v 2018</b>
<b>Traffic</b>	27,677	28,049	21,315	28,420	<b>1.32%</b>
<b>Operating While Intoxicated</b>	388	422	349	465	<b>10.27%</b>
<b>Criminal &amp; Non-Traffic</b>	1,218	1,231	773	1,031	<b>-16.27%</b>
<b>Civil</b>	4,171	4,729	3,462	4,616	<b>-2.39%</b>
<b>Total Cases</b>	<b>33,454</b>	<b>34,431</b>	<b>25,899</b>	<b>34,532</b>	<b>0.29%</b>

# STATE OF MICHIGAN 48TH JUDICIAL DISTRICT

## Case Volume By Community

COMMUNITY	NEW CASES	NEW CASES	NEW CASES	PROJ CASES	PROJECTED
	2017	2018	JAN-SEP 2019	JAN-DEC 2019	VARIANCE % 2019 v 2018
<b>Birmingham</b>	8,278	8,447	7,071	9,428	12%
<b>Bloomfield Hills</b>	3,009	2,876	2,118	2,824	-2%
<b>Bloomfield Township</b>	11,623	12,140	8,708	11,611	-4%
<b>West Bloomfield</b>	5,947	6,454	4,644	6,192	-4%
<b>Keego Harbor</b>	1,435	1,343	1,091	1,455	8%
<b>Orchard Lake</b>	1,846	1,791	1,398	1,864	4%
<b>Sylvan Lake</b>	964	896	615	820	-8%
<b>Others</b>	352	484	254	339	-30%
<b>Total Cases</b>	<b>33,454</b>	<b>34,431</b>	<b>25,899</b>	<b>34,532</b>	<b>0.29%</b>

# STATE OF MICHIGAN 48TH JUDICIAL DISTRICT

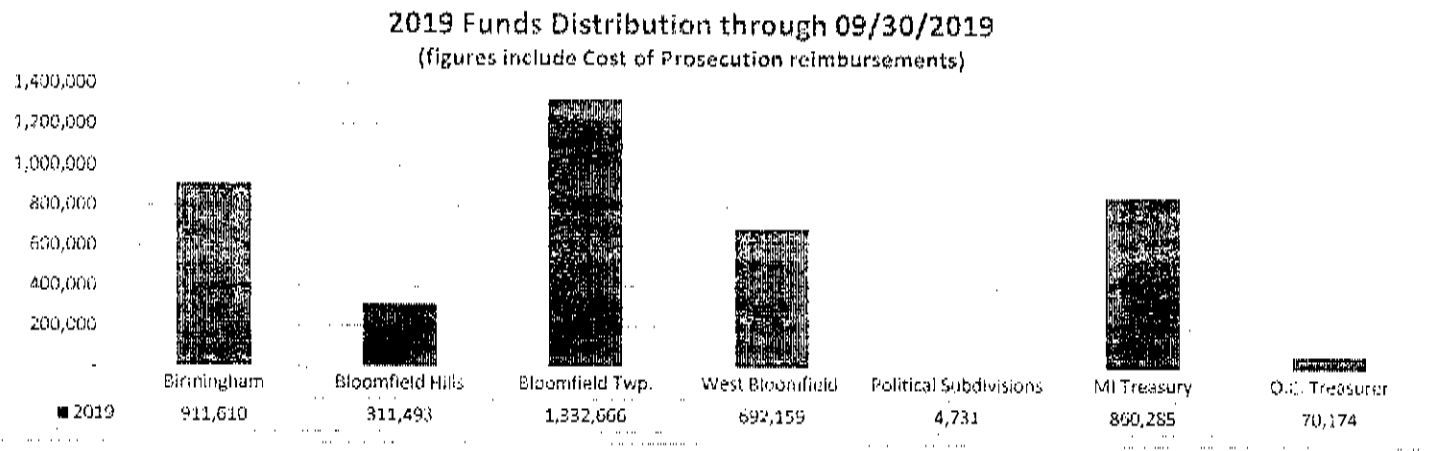
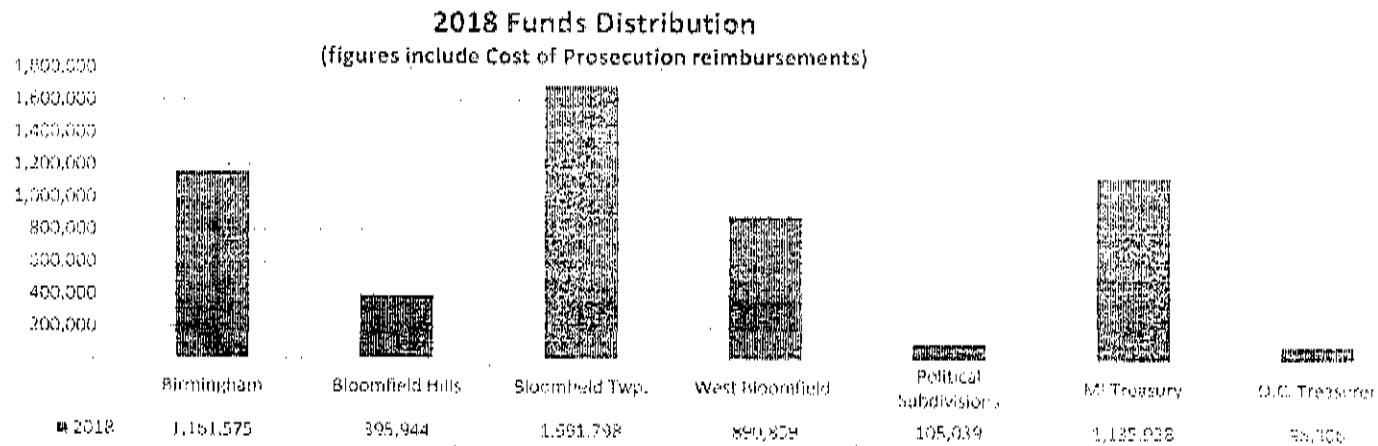
## Funding Unit Caseload Percentages

COMMUNITY	ACTUAL CASE LOAD	ACTUAL CASE LOAD	PROJECTED CASE LOAD
	2017	2018	2019
	%	%	%
Birmingham	28.72%	28.23%	<b>31.37%</b>
Bloomfield Hills	10.44%	9.62%	<b>9.40%</b>
Bloomfield Township	40.20%	40.58%	<b>38.63%</b>
West Bloomfield	20.64%	21.57%	<b>20.60%</b>
	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

# Section 3

Cash Distributions

# STATE OF MICHIGAN 48TH JUDICIAL DISTRICT



# Section 4

Expenditures

**STATE OF MICHIGAN  
48TH JUDICIAL DISTRICT  
Budget Expenditure Summary**

	<b>2017 BUDGET REQUEST</b>	<b>2018 BUDGET REQUEST</b>	<b>2019 BUDGET REQUEST</b>	<b>2020 BUDGET REQUEST</b>
<b>Salaries</b>	1,743,000	1,777,860	1,698,278	<b>1,800,000</b>
<i>Judicial Reimbursement from State</i>				<i>(137,172)</i>
<b>Benefits</b>	1,115,000	1,144,400	1,090,000	<b>1,063,000</b>
<b>*Operations</b>	1,279,060	1,295,060	1,195,760	<b>1,374,860</b>
<b>Professional Fees</b>	99,500	130,600	132,500	<b>171,000</b>
<b>Court Expenses</b>	212,000	212,000	247,500	<b>197,750</b>
<b>Equipment &amp; Capital</b>	106,000	111,000	190,000	<b>196,000</b>
<b>Total</b>	<b>\$ 4,554,560</b>	<b>\$ 4,670,920</b>	<b>\$ 4,554,038</b>	<b>\$ 4,665,438</b>

<b>2020 v 2019 Variance Percentage</b>	<b>2.45%</b>
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**\*Note: Payroll taxes of \$135,000 were erroneously excluded from the original 2019 budget request**

**STATE OF MICHIGAN  
48TH JUDICIAL DISTRICT**

**Benefit Expenses**

	<b>2017 BUDGET REQUEST</b>	<b>2018 BUDGET REQUEST</b>	<b>2019 BUDGET REQUEST</b>	<b>2020 BUDGET REQUEST</b>
<b>Defined Contribution Plan</b>	240,000	244,800	240,000	<b>260,000</b>
<b>Medical Insurance</b>	705,000	726,150	630,000	<b>575,000</b>
<b>Other Post -Employment Benefits (OPEB)</b>	55,000	55,000	110,000	<b>110,000</b>
<b>Dental, Life, Disability Insurance</b>	115,000	118,540	110,000	<b>118,000</b>
<b>Total</b>	<b>\$ 1,115,000</b>	<b>\$ 1,144,490</b>	<b>\$ 1,090,000</b>	<b>\$ 1,063,000</b>



**STATE OF MICHIGAN  
48TH JUDICIAL DISTRICT**

**Operating Expenses**

	<b>2017 BUDGET REQUEST</b>	<b>2018 BUDGET REQUEST</b>	<b>2019 BUDGET REQUEST</b>	<b>2020 BUDGET REQUEST</b>
<b>*Payroll Taxes</b>	135,000	135,000		150,000
<b>Information Systems</b>	74,850	74,674	56,200	62,500
<b>Office Supplies</b>	60,000	55,000	66,000	59,300
<b>Postage</b>	20,000	31,000	39,000	44,000
<b>Payroll Processing &amp; Bank Services</b>	20,150	20,326	25,000	22,000
<b>Insurance</b>	70,000	80,000	82,500	98,000
<b>Utilities/Telephone</b>	110,000	110,000	113,000	130,000
<b>Rent</b>	584,310	584,310	584,310	584,310
<b>Building Capital Improvement Escrow</b>	44,750	44,750	44,750	44,750
<b>Building Maintenance &amp; Janitorial</b>	160,000	160,000	185,000	180,000
<b>Total</b>	<b>\$ 1,279,060</b>	<b>\$ 1,295,060</b>	<b>\$ 1,195,760</b>	<b>\$ 1,374,860</b>

**\*Note: Payroll taxes were erroneously excluded from the original 2019 budget request.**

**STATE OF MICHIGAN  
48TH JUDICIAL DISTRICT  
Professional Fees**

	<b>2017 BUDGET REQUEST</b>	<b>2018 BUDGET REQUEST</b>	<b>2019 BUDGET REQUEST</b>	<b>2020 BUDGET REQUEST</b>
<b>Auditors</b>	22,000	22,000	28,000	35,000
<b>Magistrates</b>	58,000	60,000	62,000	62,000
<b>Consultants &amp; Other Professional Services</b>	19,500	48,600	42,500	74,000
<b>Total</b>	<b>\$ 99,500</b>	<b>\$ 130,600</b>	<b>\$ 132,500</b>	<b>\$ 171,000</b>

# STATE OF MICHIGAN 48TH JUDICIAL DISTRICT

## Court Expenses

	<b>2017 Budget Request</b>	<b>2018 Budget Request</b>	<b>2019 Budget Request</b>	<b>2020 Budget Request</b>
<b>Jury &amp; Witness Fees</b>	12,000	12,000	8,500	8,750
<b>MIDC (Michigan Indigent Defense Commission)</b>	65,000	65,000	70,000	17,500
<b>Library/Dues/Certifications</b>	10,000	10,000	19,000	21,500
<b>Court Security Personnel</b>	125,000	125,000	150,000	150,000
<b>Total</b>	<b>\$ 212,000</b>	<b>\$ 212,000</b>	<b>\$ 247,500</b>	<b>\$ 197,750</b>

# STATE OF MICHIGAN 48TH JUDICIAL DISTRICT

## Equipment & Capital Expense

	<b>2017 Budget Request</b>	<b>2018 Budget Request</b>	<b>2019 Budget Request</b>	<b>2020 Budget Request</b>
<b>Equipment Rental</b>	10,000	11,000	20,000	<b>21,000</b>
<b>Equipment Maintenance</b>	21,000	25,000	25,000	<b>30,000</b>
<b>Capital</b>	75,000	75,000	145,000	<b>145,000</b>
<b>Total</b>	<b>\$ 106,000</b>	<b>\$ 111,000</b>	<b>\$ 190,000</b>	<b>\$ 196,000</b>

**STATE OF MICHIGAN  
48TH JUDICIAL DISTRICT  
CASH DISTRIBUTION - 2019**

<b>2019</b>		<b>through 9-30-19</b>							
		Birmingham	Bloomfield Hills	Bloomfield Township	West Bloomfield	Keego Harbor	Orchard Lake	Sylvan Lake	Total
1st Qtr.	<i>Based on 2018 caseload</i>	292,028	99,515	419,784	223,133				1,034,461
2nd Qtr.	<i>Based on 2018 caseload</i>	299,615	102,101	430,690	228,930				1,061,336
3rd Qtr.	<i>Based on 2018 caseload</i>	303,378	103,383	436,100	231,806				1,074,667
4th Qtr.	<i>Based on 2018 caseload</i>								-
<i>Total of distributions to Funding Units</i>		\$ 895,022	\$ 304,999	\$ 1,286,574	\$ 683,869	\$ -	\$ -	\$ -	\$ 3,170,464
Cost of Prosecution Reimbursement		16,588	6,494	46,092	8,290				77,465
<i>Total Cash Distribution of 2019</i>		\$ 911,610	\$ 311,493	\$ 1,332,666	\$ 692,159	\$ -	\$ -	\$ -	\$ 3,247,929

**STATE OF MICHIGAN  
48TH JUDICIAL DISTRICT  
CASH DISTRIBUTION - 2018**

<b>2018</b>		Birmingham	Bloomfield Hills	Bloomfield Township	West Bloomfield	Keego Harbor	Orchard Lake	Sylvan Lake	Total
1st Qtr.	<i>Based on 2017 caseload</i>	267,510	92,008	462,049	186,050				1,007,617
2nd Qtr.	<i>Based on 2017 caseload</i>	321,130	122,062	364,880	236,753				1,044,825
3rd Qtr.	<i>Based on 2017 caseload</i>	301,160	109,522	423,073	216,314				1,050,069
4th Qtr.	<i>Based on 2017 caseload</i>	257,591	67,406	399,351	237,582	23,921	51,053	22,960	1,059,864
<i>Total of distributions to Funding Units</i>		\$ 1,147,391	\$ 390,998	\$ 1,649,353	\$ 876,699	\$ 23,921	\$ 51,053	\$ 22,960	\$ 4,162,375
Cost of Prosecution Reimbursement		14,184	4,946	42,445	14,160	2,283	21	-	78,039
<i>Total Cash Distribution of 2018</i>		<u>\$ 1,161,575</u>	<u>\$ 395,944</u>	<u>\$ 1,691,798</u>	<u>\$ 890,859</u>	<u>\$ 2,283</u>	<u>\$ 21</u>	<u>\$ -</u>	<u>\$ 4,240,414</u>

**STATE OF MICHIGAN  
48TH JUDICIAL DISTRICT  
CASH DISTRIBUTION - 2017**

2017

2017		Birmingham	Bloomfield Hills	Bloomfield Township	West Bloomfield	Keego Harbor	Orchard Lake	Sylvan Lake	Total
1st Qtr.	<i>Based on 2016 caseload</i>	254,936	94,451	430,631	220,518				1,000,536
2nd Qtr.	<i>Based on 2016 caseload</i>	258,013	95,590	435,826	223,179				1,012,608
3rd Qtr.	<i>Based on 2016 caseload</i>	258,013	95,590	435,826	223,179				1,012,608
4th Qtr.	<i>Based on 2016 caseload</i>	326,096	82,535	338,800	172,199				919,630
<i>Total of distributions to Funding Units</i>		\$ 1,097,058	\$ 368,166	\$ 1,641,083	\$ 839,075	\$ 21,348	\$ 47,106	\$ 26,073	\$ 3,945,382
Cost of Prosecution Reimbursement		20,039	6,785	43,728	12,187	1,972	1,455	1,430	87,596
<i>Total Cash Distribution of 2017</i>		\$ 1,117,097	\$ 374,952	\$ 1,684,811	\$ 851,262	\$ 1,972	\$ 1,455	\$ 1,430	\$ 4,032,978



## **MEMORANDUM**

**Office of the City Manager**

**DATE:** November 25, 2019

**TO:** Joseph A. Valentine, City Manager

**FROM:** Tiffany J. Gunter, Assistant City Manager

**SUBJECT:** Greenwood Cemetery – Service Provider Recommendation

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### **INTRODUCTION:**

The City has been utilizing the professional management services for the Greenwood Cemetery as provided by the Historic Elmwood Cemetery since 2013. Under this agreement, Elmwood Cemetery has been a centralized management solution for managing the cemetery grounds, the single point of contact for families with immediate burial needs as well as those seeking to purchase plots for the future, responsible for sales and record keeping, coordination with funeral homes, and providing assistance with transfers of burial rights. A comprehensive list of the services provided is located in the background section of this memo. Elmwood Cemetery has provided services to the City for the day-to-day operations of the cemetery.

Elmwood Cemetery notified the City of Birmingham of its intent to terminate the contract effective November 30, 2019 via a letter dated August 31, 2019. The impetus for the letter was due to the nature of the financial arrangement of the agreement. While Elmwood had responsibility for all of the day-to-day operations of Greenwood Cemetery, on behalf of the City. Elmwood only receives 25% of sales as they occur. There was a total of 33 sales of burial plots in 2018 totaling \$147,000 in revenue, of which, Elmwood was paid \$36,750, while paying on average \$16,000 annually for lawn care. Elmwood has informed the City that the revenue model was not sustainable as it is outlined in the current agreement set to expire on November 30, 2019.

Effective December 1, 2019, the contractual relationship between Elmwood and the City of Birmingham will no longer exist. The proposed resolution following this memo was created as a short term solution to ensure a seamless transition of Greenwood Cemetery operations while the City has sufficient time to decide next steps.

### **BACKGROUND:**

Immediately upon receiving the notice of termination from Elmwood, City staff reached out to neighboring communities to understand how they approach the operation of their cemeteries. Of the nine municipalities that were contacted, we were unable to find a local example that utilized a third party comprehensive professional management solution such



as ours. Every community we reached out to currently utilizes a combination of internal City staff and a professional third party contracted sexton, with varying degrees of success.

Staff developed a Request for Proposals for Greenwood Cemetery Professional Management Services and presented it to the Greenwood Cemetery Advisory Board (GCAB) at their October 4, 2019 meeting. On October 8, 2019, the RFP was published via the Michigan Intergovernmental Trade Network (MITN), it was also sent out to several nearby cemetery organizations, and distributed to the Michigan Cemetery Association to be shared with their membership.

Being sensitive to the highly specialized nature of the Cemetery Business and knowing that only one bid was received in 2013, staff wasn't certain if other firms would bid and engaged in productive discussions with staff from Elmwood Cemetery to 1) proactively plan for the potential transition process that might involve a new service provider and also 2) began to gauge their willingness to extend their current contract on a month-to-month basis until we could find a suitable candidate for service replacement.

Elmwood Cemetery was not interested in pursuing a month-to-month contract. Their revenue model relies upon a full calendar year given that the sales activities tend to take place during the Spring and Summer, but there is very little activity between the months of December through March. It would not be advantageous for them to continue to provide their existing services during the downtime and risk being replaced with another service provider once sales resume in earnest. However, Elmwood indicated that they were open to fulfilling their current contract, with modifications.

The bid closing date occurred on October 29, 2019 with the City receiving no proposals from any professional cemetery management firms interested in conducting business with the City of Birmingham.

Considering the specialized nature of the work included in the RFP, the City began working with Elmwood, in advance, to reach mutually agreed upon modifications to the existing contract in the event that there were no other interested bidders. As you may recall, in 2013, the City only received one proposal when it had initially distributed the RFP for cemetery management services.

City staff and many of the advisory board members agree that the level of service that Elmwood Cemetery has provided to the customers of Greenwood Cemetery have been of the highest standard and quality.

On November 8, 2019, the GCAB met to discuss the proposed amendments and agreed on the elements of the proposed amendment that would continue the contract with Elmwood. The board voted unanimously to move the proposed amendments forward for consideration by the Commission as an agreed upon short-term solution until there was

an opportunity to explore other available options. This action would ensure that there was no disruption to services provided at the cemetery.

On November 15, 2019, the City received a call from Mr. Sloane, representing Elmwood indicating that further amendments would be required in order for them to continue providing services. The call came as a surprise to the City as there was the belief that we had been negotiating in good faith with Elmwood. In doing so, staff had not explored other alternatives after the close of the RFP on October 29, 2019. The initial proposed amendments presented to GCAB were to:

- Replace the requirement for attendance at every GCAB meeting to a requirement for an Elmwood representative to participate in meetings that involve new initiatives for them to provide an expert opinion on the subject matter,
- Allow for an increase in burial fees for a full casket from \$1,200 to \$1,400,
- Agree that Elmwood would continue to provide information, as requested, to the City Clerk on a quarterly basis from which the Clerk's office will be required to develop the report for the Advisory Board to review, and
- Have the City take on the costs for the existing contract with Birmingham Lawn for lawn care (\$16,500 annually) and for snow removal.

The professional staff at Elmwood Cemetery has done well in working with grieving families and, on more than one occasion, has been consistently responsive to calls from grieving family members and funeral directors at odd hours in the evenings and on weekends. The City wishes to maintain this level of responsiveness and professionalism, which is the quality our community has grown to expect when seeking a final resting place at Greenwood.

After, receiving the call on November 15, staff agreed to a conference call with Mr. Sloane, representing Elmwood to discuss his concerns and determine if there was a path forward. Mr. Sloane was in favor of the proposed amendments moving forward. However, he requested one additional condition that involved a \$6,000 monthly retainer fee in addition to existing 25% of sales revenue, and burial service fees. Mr. Sloane indicated that he was only willing to move forward if the monthly retainer was included with the other amendments. Staff informed Mr. Sloane that it would not be in the best interest of the City to proceed with the recommendation given his requirements being presented at this late phase of the discussions. Given this unfortunate timing, the City did not have the opportunity to take the revised recommendation back to GCAB for review.

Staff began making calls to other providers of cemetery services and discovered that two available options existed for the City to consider that would result in minimal disruption to operations at Greenwood Cemetery on a short-term basis to ensure continuity in the level of service. The high-level details are summarized on the following page:

	<b>Creative Collaborations, LLC</b>	<b>Bancroft Consulting, LLC</b>
Monthly Fee for Services	\$3,800	\$2,000
Years of Experience	10 Years	3 Years
Cemetery Locations Served	13	1
Familiarity with Greenwood Cemetery	6 Years	0 Years
Availability	Immediate	Immediate

Moving forward with either vendor would require adjustments being made to the existing division of labor that we operate under. The following table illustrates the existing arrangement, with Elmwood:

Cemetery Service	Service Provider			
	City			Elmwood
	Clerk	DPS	Private Contractor	
Record keeping	X			
Tree removal		X		
Road improvements		X		
Financial record keeping				X
Meet with families to identify space				X
Coordinate with Funeral Director/Family time & date of service and service type				X
Document next of kin and deceased information				X
Issue work order				X
Excavate grave				X
Set up tent and chairs				X
Perform burial				X
Attend burial				X
Post burial tent and chairs are removed and packed				X
Grave is seeded and top dressed				X
Maps and records are marked to reflect the burial information				X

Records are scanned and emailed to City Clerk				X
Lawn care			X	
Contracting lawn care and weed care/fertilization				X
Inspection of lawn care and weed care contractor's work				X
Raise and level markers/monuments				X
Seeding grass is necessary				X
Repairing graves as needed				X
Address customer service requests				X
Installation of foundations				X
Snow removal				X
Maintain water system				X
General clean- up of grounds, e.g. trimming bushes, picking up branches, trash pick-up				X
Update interest list				X
Mail and/or email interest list to families				X
Issue work orders for customer requests				X
Transfer of Burial Rights - assist both parties with transfer, e.g. identify locations using records and physically, issue forms, assist in form completion, confirm forms and fees received to both parties, update all records, issue deed, scan and email updates to Clerk				X
Assist families with information regarding disinternment and internment				X

On December 1, 2019, if the City selects one of the proposed service providers, the table would change in the following highlighted areas:

Cemetery Service	Service Provider			
	City			Professional Services Consultant
	Clerk	DPS	Private Contractor	
Record keeping	X			X
Tree removal		X		
Road improvements		X		
Financial record keeping				X
Meet with families to identify space				X
Coordinate with Funeral Director/Family time & date of service and service type				X
Document next of kin and deceased information				X
Issue work order				X
**Excavate grave			X	
**Set up tent and chairs			X	
**Perform burial			X	
Attend burial (N/A)				
**Post burial tent and chairs are removed and packed			X	
Grave is seeded and top dressed		X		
Maps and records are marked to reflect the burial information				X
Records are scanned and emailed to City Clerk				X
**Lawn care			X	
Contracting lawn care and weed care/fertilization		X		

	Clerk	DPS	Private Contractor	Consultant
Inspection of lawn care and weed care contractor's work		X		
**Raise and level markers/monuments			X	
Seeding grass, as necessary		X		
Repairing graves as needed		X		
Address customer service requests				X
**Installation of foundations			X	
Snow removal		X		
Maintain water system		X		
General clean- up of grounds, e.g. trimming bushes, picking up branches, trash pick-up		X		
Update interest list (NOT APPLICABLE)				
Mail and/or email interest list to families				
Issue work orders for customer requests				X
Transfer of Burial Rights - assist both parties with transfer, e.g. identify locations using records and physically, issue forms, assist in form completion, confirm forms and fees received to both parties, update all records, issue deed, scan and email updates to Clerk				X
Assist families with information regarding disinternment and internment				X

\*\* Professional services consultant would coordinate the private contractors to perform the services listed in the fourth column of the table and denoted with two asterisks.

DPS has agreed that it can absorb the additional tasks for maintenance within their existing capacity for highlighted items that shifted to their column in the table above as those tasks may be scheduled at the discretion of the Director and staff availability. An amendment to include an additional \$10,000 will support these additional tasks.

At present, the City is operating with an Acting City Clerk, while actively working to find a permanent replacement. It would be difficult to transfer full responsibility for sales and record-keeping for the cemetery to this department while they are in transition. Staff would prefer to have the opportunity to have a full-time Clerk in place to work with the GCAB to evaluate all options for a longer-term solution.

Until that time, staff recommends that a 6-month agreement with an outside consultant that would serve as the single point of contact and coordinator for all Greenwood Cemetery operations would be the best path to pursue.

Staff also recommends that pursuing the agreement with Creative Collaborations, LLC, whose Principal is Ms. Sheri Arcome is the preferred option even at the higher proposed cost. Ms. Arcome's knowledge and experience with the Greenwood Cemetery, years of experience in the industry, her familiarity with cemetery operations on a broader scale, and solid reputation in the industry would ensure that there is no disruption in operations beginning December 1, 2019. We also learned in discussions with both consulting firms that when there are periods when either Principal may be away that the responsibility would fall to the City to manage the operations under an agreement with Bancroft Consulting. He did indicate that he would make himself available by phone, to support a staff member seeking to help a family with immediate needs. The City only has one chance to handle end of life matters for a family and this lends itself to some exposure that may result in a negative experience.

Ms. Arcome works in partnership with a colleague, who is familiar with Greenwood Operations, the funeral homes that regularly conduct business with Greenwood, and is current on the City's records. In Ms. Arcome's absence, this individual would provide support services.

Creative Collaborations, LLC would be contracting directly with the City, effective December 1, 2019.

Effective, December 1, 2019 there would be no further involvement with Elmwood and the existing contract would terminate.



**LEGAL REVIEW:**

The City Attorney's office has reviewed and approved the terms of the proposed agreement.

**FISCAL IMPACT:**

The cost of both the Professional Service Provider and the lawn care and general maintenance at the Greenwood Cemetery for six months will be \$ 49,300 paid by the City's general fund and \$11,200 for burial service fees collected from the families. These changes would require a budget amendment as stated in the suggested resolution below.

Expenditures:

Professional Services Contract \$22,800

Lawn Care \$16,500

General Maintenance – DPS \$10,000

Burial Services Fees - \$11,200 (\*revenue collected from the families)

Revenue from burial plots would come directly to the City. This means that the perpetual care fund will generate more interest income more quickly that may be used for the care of the cemetery into the future.

There are approximately 279 graves that remain available for sale. It is understood that as that number nears 250, the Commission would be asked to consider releasing those for sale.

Finally, the recommendation includes an increase in burial fees of \$200 from \$1,200 - \$1,400 for full casketed burials only. The cost for cremations would remain the same at \$700. These amounts typically increase annually by \$50-\$100 as a standard industry practice, but have not approved for an increase at Greenwood since 2012. A rate table illustrating burial fees throughout Oakland County that range from \$400-\$2,555 is attached for reference.

**PUBLIC COMMUNICATIONS:**

N/A

**SUMMARY:**

The existing agreement to support the operations of Greenwood Cemetery are set to expire on November 30, 2019. The City must have a viable option for families with immediate and longer-term burial needs beginning December 1, 2019. It is the intention of this recommendation to offer a short-term solution to minimize any disruption in services while the City works with GCAB to explore other alternatives. The City recommends moving forward with Creative Collaborations, LLC for a period of six-months for an amount not to exceed \$22,800. In addition, the City will now be responsible for lawn care, snow removal, and general maintenance, which would require an additional

\$26,500. Lastly, the Commission is being asked to consider an increase in burial fees as recommended by GCAB.

The fees have not been increased since 2012 and the additional \$200 would raise rates to be more consistent with industry standards.

**ATTACHMENTS:**

Proposed Agreement with Creative Collaborations, LLC  
Greenwood Cemetery Advisory Board Memo – November 8, 2019  
Draft Minutes – Greenwood Cemetery Advisory Board meeting – November 11, 2019  
Elmwood Contract – Termination letter  
Elmwood Contract (expires November 30, 2019)  
Burial Service Fee - Oakland County Rate Sheet  
RFP for Services - Released October 8, 2019

**SUGGESTED RESOLUTION:**

To authorize the agreement with Creative Collaborations for a term of six months for an amount not to exceed \$22,800 and to direct the Mayor to sign the agreement on behalf of the City.

AND

To increase burial fees for full casketed burials from \$1,200 - \$1,400 to be more consistent with industry standard rates.

AND

To approve the appropriation and amendment to the 2019-2020 General Fund budget as follows:

General Fund

Revenues:

Draw from Fund Balance	101-000.000-400.0000	\$49,300
Charges for Burial Service	101-000.000-626.0002	<u>11,200</u>
Total Revenues		\$60,500

Expenditures:

General Government	101-215.000-811.0000	\$22,800
Engineering and Public Services	101-441.003-811.0000	<u>37,700</u>
Total Expenditures		<u>\$60,500</u>

## **GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT**

This **AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **THE CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and **CREATIVE COLLABORATIONS, LLC**, having its principal office at 31356 Newport Dr., Warren, MI (hereinafter "CONTRACTOR"), provides as follows:

### **WITNESSETH:**

**WHEREAS**, the CITY, desires to have management services; and,

**WHEREAS**, the CONTRACTOR has made a bid to provide management services in accordance with their bid/proposal dated November 21, 2019 in the amount of Twenty-two Thousand Eight Hundred and 00/100 Dollars (\$22,800.00), which bid has been accepted by the CITY.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

1. The term of this agreement shall commence on the date stated above and shall continue for six (6) months.
2. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be

binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence.

3. The CONTRACTOR agrees to provide the management services in accordance with the specifications and conditions contained in the RFP and outlined in the letter of November 21, 2019 which is attached hereto and incorporated by reference.

4. The CITY agrees to pay the CONTRACTOR for the services rendered pursuant to this Agreement in the amount of Twenty-two Thousand Eight Hundred and 00/100 Dollars (\$22,800.00) set forth in the CONTRACTOR's proposal.

5. The CONTRACTOR shall employ personnel of good moral character and fitness in performing all services under this Agreement.

6. 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 considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be

deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. The CONTRACTOR shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan and shall be with insurance carriers acceptable to the CITY. The CONTRACTOR shall procure and maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers Compensation Insurance: Workers Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- B. Comprehensive Motor Vehicle Liability: Comprehensive Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, 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.

- C. Commercial General Liability: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate 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, (F) Per Contract Aggregate, if applicable
- D. Additional Insured: Commercial General Liability Insurance and Comprehensive Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following shall be "Additional Insured" with the following verbiage: "It is understood and agreed that the following shall be named as Additional Insured: The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insured, and not contributing with any other insurance or similar protections available to the additional insured, whether said other available coverage be primary, contributing or excess."
- E. Cancellation Notice: All insurance policies listed above shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to: Director of Finance, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan, 48012."
- F. Proof of Insurance Coverage: The CONTRACTOR shall provide the CITY, at the time the contracts are returned to the CITY for execution, certificates and policies as listed below:
- (1) Two (2) copies of Certificate of Insurance for Workers Compensation Insurance;
  - (2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - (3) Two (2) copies of Certificate of insurance for Motor Vehicle Liability Insurance;



(4) If so requested, certified copies of all policies mentioned above will be furnished.

G. Expiration: If any of the above coverage expire during the term of this Agreement, the CONTRACTOR shall deliver renewal certificates and/or policies to the CITY at least thirty (30) days prior to the expiration date.

H. Failure to Maintain Insurance: 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 to and subtract the cost of obtaining such coverage to the CONTRACTOR. In obtaining such coverage, the CITY shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

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. Any disputes arising under this Agreement shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the CITY. The CONTRACTOR shall notify the CITY of any dispute it has arising out of this Agreement and shall demand that the CITY elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The CITY shall make its election in writing within thirty (30) days from the receipt of such notice. If the CITY elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the CITY fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

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

By: \_\_\_\_\_  
Cheryl Arft, Acting City Clerk

CREATIVE COLLABORATIONS, LLC

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

Its: owner/ceo \_\_\_\_\_

\_\_\_\_\_  
Lauren Wood  
Director of Department of Public  
Public Services as to Substance

\_\_\_\_\_  
Joseph A. Valentine,  
City Manager as to Substance

\_\_\_\_\_  
Mark Gerber  
Director of Finance as to  
Financial Obligation

\_\_\_\_\_  
Timothy J. Currier  
City Attorney as to Form

## **MANAGEMENT AGREEMENT BETWEEN CITY OF BIRMINGHAM AND CHERI ARCOME**

Creative Collaborations, LLC  
Cheri Arcome  
31356 Newport Drive  
Warren, MI 48088

November 21, 2019

Ms. Tiffany Gunter  
Assistant City Manager  
City of Birmingham  
151 Martin  
Birmingham, MI 48009

Dear Ms. Gunter,

The purpose of this letter is to outline the management services that I will provide for Greenwood Cemetery, financial responsibilities and termination guidelines.

### **i. DUTIES AND RESPONSIBILITIES**

- a. Coordinate all interments and disinterments with an outside vendor and funeral homes.
- b. Conduct all sales and complete delivery of cemetery property rights, merchandise and services at the cemetery.
- c. On behalf of Greenwood Cemetery manage, process and pay accounts payable for interment vendors.
- d. On behalf of Greenwood Cemetery bill and collect all accounts receivable.
- e. Maintain complete books and records regarding the operation of the cemetery including but not limited to, accounts reconciliation, inventory and file maintenance and budgeting services. The City of Birmingham shall have access to all such records at any and all times.
- f. Agree to attend a minimum of two Greenwood Advisory Board meetings on a yearly basis.
- g. Coordinate the lawn care, weed control, snow removal and tree work with Birmingham's Department of Public Services.
- h. Coordinate work orders with outside vendors and Birmingham's Department of Public Services.
- i. Provide customer service to interested parties.

### **ii. FINANCIAL REPORTING**

- a. Agree to maintain a standard system of accounting customary for cemetery operations consistent with GAAP relative to the duties and responsibilities under this agreement.
- b. Agree to remit 100% of lot sales and any collected revenue from interments, second rights of burial, installations and foundations. These funds will be issued to the City the on a monthly basis.
- c. The City of Birmingham's employees shall have the right upon reasonable notice to have access to and review such books, records and other information as well as the cemetery as it shall reasonably request with respect to this agreement.

iii. CONSIDERATION

- a. In return for the services outlined in this agreement, the City of Birmingham agrees to pay Creative Collaborations, LLC a flat fee of \$3,800 monthly.
- b. This agreement will come into effect December 1, 2019 with an option to renew in May 2020.

iv. TERMINATION – This agreement may be terminated as follows:

- a. by either party, by giving written notice to the other party in the event the other party is in breach of any provision contained in this agreement, and such breach is not cured (if curable) within thirty (30) days following delivery of such written notice of such breach; or
- b. by either party for any reason or no reason at all by giving written notice to the other party of at least ninety (90) days.
- c. Post-Termination Obligations – All monies due by one party to the other party shall be paid in full within thirty (30) days after the effective date of the termination of this agreement.

v. INDEMNIFICATION

- a. The City of Birmingham and Cheri Arcome agree to indemnify and hold each other harmless from and against any and all claims, demands, charges, losses, damages, liabilities, and obligations (including without limitation reasonable attorneys' and accountants' fees and other costs and expenses of the indemnified party incurred as an incident thereto) arising out of, based on or relating to the performance of their respective obligations under this agreement.

vi. ENTIRE AGREEMENT

- a. This agreement and any exhibits attached hereto contain the complete agreement among the parties with respect to the transactions contemplated hereby and supersede all prior agreements and understandings among the parties with respect to such transactions.

vii. GOVERNING LAW

- a. This agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan.

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING AGENDA  
FRIDAY, NOVEMBER 8, 2019 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Darlene Gehringer, Chairperson

**II. ROLL CALL**

Cheryl Arft, Acting City Clerk

**III. APPROVAL OF MINUTES**

A. Approval of meeting minutes of October 4, 2019

**IV. NEW BUSINESS**

A. Greenwood Cemetery Management Services: Contract Amendment - Action

**V. UNFINISHED BUSINESS**

Items under Unfinished Business will be presented as a status update to the Board and may not require action at this time.

**VI. FINANCIAL REPORT**

**II. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

**VIII. BOARD COMMENTS**

**IX. ADJOURN**

*Greenwood Cemetery Advisory Board:*

*The powers and duties of the Greenwood Cemetery Advisory Board is to provide the following recommendations to the City Commission:*

- 1. Modifications: As to modifications of the rules and regulations governing Greenwood Cemetery.*
- 2. Capital Improvements: As to what capital improvements should be made to the cemetery.*
- 3. Future Demands: As to how to respond to future demands for cemetery services.*

*Section 34-30 (g) of the Birmingham City Code*

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

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

**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING MINUTES  
FRIDAY, OCTOBER 4, 2019 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Vice Chairperson Linda Buchanan called the meeting to order at 8:30 a.m.

**II. ROLL CALL**

Present: Linda Buchanan, Vice Chairperson  
Kevin Desmond  
Laura Schreiner  
George Stern  
Margaret Suter

Absent: Darlene Gehringer  
Linda Peterson

Administration: Assistant City Manager Gunter, Acting City Clerk Arft, Assistant to City Manager Gallagher

**III. APPROVAL OF MINUTES & INTRODUCTIONS**

**A. APPROVAL OF MEETING MINUTES OF AUGUST 16, 2019**

**Recusals:** Kevin Desmond Due to absence  
George Stern Due to absence

Mr. Stern corrected: Page 1, 2nd Bullet: Genringer's should be Gehringer's  
Page 4, 2nd Bullet: Spelling from Ms. Shreiner to Ms. Schreiner  
Page 4, Item A6: Update Greenwood should read Update Greenwood Biographical Information for existing tour program, interactive map and online access.  
Page 4, Item A7: Change from Alternate Sources of Revenue to Additional Sources of Revenue.  
Ms. Suter amended: Page 4, 4th Bullet: Replace Commissioner Hoff commented with Commissioner Hoff commented at the July 8, 2019 Commission Meeting, that.

**MOTION:** Motion by Laura Schreiner, seconded by Margaret Suter:  
To approve the minutes of August 16, 2019 as amended:

**VOTE:** Will take place at the next regular meeting of the GCAB on November 8, 2019, quorum not available for a vote due to absences.



## **B. INTRODUCTIONS**

Tiffany Gunter, Assistant City Manager, introduced herself and explained that due to Cherilynn Mynsberge's resignation, she was asked to step in to facilitate the meetings of this board. Cheryl Arft is the acting City Clerk and Ms. Gunter will be supporting Ms. Arft's previous role as Deputy City Clerk. She also announced that the City received notice that Elmwood Cemetery would be terminating their contract.

James Gallagher, Assistant to the City Manager, is working to develop a new contract for the services currently performed by the existing Elmwood contract. He went on to say that, he is presenting a scope of work for a RFP and asked for the GCAB's input to ensure that the request is complete.

## **IV. NEW BUSINESS**

### **A. REVIEW OF SCOPE OF WORK FOR RFP FOR GREENWOOD CEMETERY MANAGEMENT SERVICES**

Assistant City Manager Gunter and Assistant to City Manager Gallaher presented this item.

- Discussion of Elmwood's termination letter, which did not share any specific reason(s) for terminating.
- Mr. Stern commented that he would like the City to reexamine the collection of funds by the contractor. He expressed that he was always told that it is not permissible in the State of Michigan for someone other than the City to collect the funds. Mr. Stern further stated that he would like the issue to be researched; he was sure that in general, contractors are not allowed to collect funds as Greenwood has done.
- Mr. Stern spoke about his background that included a MBA from Harvard Graduate School of Business Administration and added that he wrote an article on Auditing Practices for the Harvard Business Review. Based on his accomplishments he went on to say he would like to see the administration comply with good auditing practices.
- Mr. Stern continued by generally commenting to the City that this is a standard make or buy decision and recommended that the City think seriously about this matter. His thoughts are to have the City collect data to support an appropriate business decision at the relevant time.
- Ms. Schreiner expressed that she was sorry to learn about Elmwood's decision to terminate. She went on to share comments from some of her clients that Elmwood has done a great job to date.
- Ms. Schreiner noted that Ms. Arcome spends a lot of time with families; she went on to say that, she feels the City Commission is not aware of how much time it takes to handle these transactions and wished for a compromise. She commented that the RFP does not include the level of detail that it has in the past and questions what the City is looking for in a new contract. Additionally she summarized that there were bumps in the road with the current contract but overall the feedback from the community and her family personally, has been positive. She hopes that Elmwood knows how much their services have been appreciated and hopes that something could be worked out in the long term.
- Ms. Gunter iterated that the RFP does not preclude Elmwood from bidding on the scope of services being discussed today.

- Mr. Desmond echoed Ms. Schreiner's comments about losing Elmwood as a contractor. He discussed experiences that his business had arranging committals and services at other City owned cemeteries. The arrangement relationship was very similar to what Elmwood and Birmingham had contractually and that the practices in Birmingham are not unusual. Mr. Desmond went further to say that, in the future, the City should continue with the priority of having a professional contractor with cemetery experience to manage the cemetery. Prior to the City contracting services to Elmwood, numerous conflicts resulted in securing an outside contractor. He expressed his fears in turning the operation over to someone who was less than professional managing the cemetery specifically because there are active plots for sale. Having a professional manage the cemetery is vital in order to serve the community in a way that meets or exceeds expectations.
- Ms. Suter agreed with Mr. Desmond. She noted that Ms. Arcome is very professional. Her concerns with the current contractor revolved around the lack of information provided to the GCAB including delays in financial reporting. She suggested that the City be very specific about timeliness of reporting and attendance at the GCAB meetings in the RFP.
- Ms. Buchanan expressed surprise and disappointment with the announcement of Elmwood's termination. She wished that Elmwood would have stated a reason or given feedback. She noted that when bidding on the contract, Elmwood was very persistent and expressive and demonstrated that they really wanted the contract. Ms. Buchanan felt as a board that they appreciated Elmwood and hoped that they felt appreciated.
- Ms. Schreiner expressed while the GCAB was not aware of any reasons for Elmwood's termination, someone at the city may have had discussions and are aware of the reasons. She stated that it is her presumption that there had been discussions back and forth over time. Judging from the meeting minutes, there were many negative board meetings where Elmwood was trashed for their performance. She went on to say that, Ms. Arcome is not just a salesperson; she is highly credentialed and specialized in the field, as is Elmwood. Ms. Schreiner also reminded the board and City that this business is a 24/7 operation and a cost is attached to this level of service. Setting the pricing on the RFP as per occurrence might have been short sighted.
- Ms. Buchanan disagreed with the comments Elmwood had been trashed in prior board meetings.
- Mr. Desmond replied that there were times before Ms. Buchanan joined the board that the meetings were quite contentious and that is why Ms. Arcome stop attending.
- Ms. Suter suggested that looking ahead to future GCAB meetings, move the information from the provider section of the meetings to the beginning of the agenda.
- Ms. Schreiner suggested including in the new contract attendance at GCAB meetings quarterly.
- Ms. Gunter said that Mr. Gallagher researched the market and found three or four providers that would be potentially interested in this scope of work.
- Ms. Buchanan asked if the RFP had been sent out for bid.
- Ms. Gunter replied that it had not and that the administration was seeking GCAB input so that it could be released next Friday.
- Ms. Suter agreed that the City should look at all aspects of the contract to make sure that the cemetery would sustain itself. She also included that fees must be charged for the plots to support the perpetual care fund.
- Mr. Desmond agreed.

Assistant City Manager Gunter summarized the scope of work, beginning at the end:

- Maintenance of grounds would be returned to DPS.
- The City Clerk's office and not the service provider would hold records.
- Fee structure explanation, preplanning, grave sales, and burial services would be the responsibility of the service provider.

Assistant to the City Manager Gallagher detailed the RFP:

- Responsibility for financials.
- Obtain death certificate, deeds, etc. and forward to the City in a timely manner.
- Customer Service and Marketing
  - Handle all calls, meetings, and communications.
  - Work with funeral directors.
- Report monthly on Key Performance Indicators.
- Cemetery Operations
- Sexton Services

Mr. Desmond commented as a point of reference that the provider would not obtain death certificates; they would obtain burial transit permits.

Ms. Schreiner expressed that she thought Elmwood maintained records and that everything had been transmitted to the City, and there are permanent records. She went on to ask how the administrations defined family.

Mr. Gallagher thought it was difficult to define but felt they could try to further define it.

Ms. Gunter expressed that family was an elusive term. She went on to say that, she did not want to call it the payee, due to the cold nature of the term and its inappropriateness.

Mr. Desmond suggested the use of more specific terms such as next of kin, but sometimes the legal next of kin are not making the arrangements. Ms. Schreiner noted that it is the funeral representative designee under statute; if not in place by default, intestacy law prevails.

Ms. Schreiner reminded everyone that often there are multiple members of the family attending these meetings whether it is pre-need planning or at-need planning. With that said, she had an issue with the RFP pricing being based on occurrences. For example, if more than one family member makes a purchase, would that be considered one occurrence since it was done in the same meeting? She also felt that it lends itself to foster abuse.

Mr. Desmond asked if Ms. Schreiner was thinking of a straight fee based on occurrences and why not consider a percentage of sales for burial services.

Ms. Schreiner asked had the market research performed found flat monthly fees charged for comparable services.

Mr. Gallagher explained that he was unable to find a complete body of work relative to the public sector as to how prices are structured. When polling private companies, he found them to be more resistant to providing pricing information.

Mr. Desmond asked Mr. Gallagher if he had spoken with representatives from Troy, Franklin, or West Bloomfield. He said that he spoke with Franklin but price was not in the initial discussion and Franklin had not followed up with Mr. Gallagher on price.

Ms. Buchanan asked if the City was thinking of having the same monetary structure as Elmwood, which was based on a percentage of grave/plot sales. GCAB was critical of Elmwood's decision to implement installment plans without board approval. She asked would the current monetary structure stay and would the existing payment plans be honored. She also asked would maintaining and cleaning stones and markers as well as interment fees be included in this RFP. If so, who would benefit from the fees?

Ms. Schreiner was excused at 9:30 am.

Mr. Gallagher reiterated that pricing would be per occurrence.

Mr. Stern did not think the City should be deciding the providers' fee structure. He suggested that the City put out the RFP and if the fee structure is not desirable, negotiations should begin.

Ms. Gunter explained that the challenge in not providing a price structure would disable the administration in terms of appropriately comparing proposals. A cross structure is more desirable by the administration to compare line item by line item.

Mr. Gallagher explained the fee structure:

- The City would receive 100% of sales.
- Service provider would bill the City for services rendered.
- Assistant to the City Manager Gallagher explained that the proposed cost structure would provide tighter controls, be more efficient, and ultimately prove to be more equitable.

Mr. Stern suggested that pricing differentiate between cremation and full body burial. Also, include cost of providing foundations and other ancillary services in the RFP. He is not concerned about the ability to compare; he just wants the RFP to be complete. Mr. Stern also asked about the City's plan in terms of insurance minimums. He continued to ask about the provider maintaining the cemetery and the implications to potential bidders. He also and what the organizational structure would look like.

Ms. Gunter explained that the potential provider would have an obligation to bring the Sexton on to the cemetery grounds so they must maintain the existing standards in respect to burials.

DPS would seed plots and new graves.

Mr. Gallagher explained that this is just one piece of the RFP and is not the full scope of work.

Ms. Gunter asked for additional feedback on the distinction between per occurrences and percentage of sales, as a preference issue.

Mr. Desmond distinguished that he raised the distinction primarily as a point of discussion.

Mr. Stern expressed that percentage of sales would be ridiculous for this venture.

Ms. Buchanan suggested that the administration look at municipal cemeteries v. private cemeteries that are using a management company as a guide.

Mr. Desmond suggested the administration use Pine Lake, W. Bloomfield, Franklin, Van Hoosen - Rochester, and Troy as comparisons because they are managed by contractors and are municipal owned.

Ms. Gunter explained, regarding previous comments on internal controls and auditing procedures, there is a bit of exposure in doing per occurrence. It is a measurable item that can be reviewed and could potentially save the City money in terms of only paying for services that are finalized. She reiterated that she must put out a format for the bidders to respond to; therefore, the RFP must have a fee structure.

- The RFP would be released on Friday, October 11, 2019.
- GCAB will review proposals and develop a recommendation for the November 18, 2019 City Commission meeting at the November 8, 2019 meeting.
- Interviews with service providers would be arranged if requested by the GCAB.
- Consider negotiating a short-term engagement with Elmwood.

#### **V. UNFINISHED BUSINESS**

Items under Unfinished Business will be presented as a status update to the Board and may not require action at this time.

- A. Review of Annual Report, FYE June 30, 2019.
  - Mr. Stern did not know if the number of burials of the last fiscal year were included in the Annual Report to the City Commission.
  - He would like to see the total number of burials as well as total sales be reflected in the Annual Report.
- B. Other items were tabled for the November 8, 2019 meeting.

#### **VI. FINANCIAL REPORT**

- A. 4Q FY 2018-2019 Financial Report for Greenwood Cemetery

#### **II. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

#### **VIII. BOARD COMMENTS**

Ms. Buchanan felt that honesty and transparency between the GCAB, City Commission, and City Administration is important. She would like to see the GCAB included in all matters related to the cemetery.

Mr. Stern expressed that he was sorry that Ms. Mynsberge left as quickly as she did. He would have liked to thank her for the kindness she displayed in assisting him with the inventory of plots at Greenwood Cemetery. Ms. Mynsberge was a professional and able to get the agenda out to board members earlier in the week. Again, he wished that he could have thanked her for her kindness and courtesies.

Ms. Gunter passed on to the GCAB that Ms. Mynsberge is still providing advice and support to the administration even in her absence.

Ms. Buchanan extended thanks on behalf of the GCAB to Ms. Mynsberge for her services.

<b>IX. ADJOURN</b>
--------------------

Meeting adjourned at 10:00 a.m.

**NEXT MEETING: November 8, 2019**

Cheryl Arft, Acting City Clerk  
/vc



## MEMORANDUM

Office of the City Manager

**DATE:** November 8, 2019

**TO:** Greenwood Cemetery Advisory Board

**FROM:** Tiffany J. Gunter, Assistant City Manager  
James Gallagher, Assistant to the City Manager

**SUBJECT:** Service Provider Status Update

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Beginning in 2013, the City has been utilizing the professional management services for the Greenwood Cemetery as provided by the Historic Elmwood Cemetery. Under the original contract, Elmwood Cemetery has provided a turnkey management solution. Elmwood Cemetery was responsible for all of the day-to-day operations of the cemetery. Elmwood Cemetery notified the City of Birmingham of its intent to terminate the contract effective November 30, 2019 via a letter dated August 31, 2019. The impetus for the letter was due to the nature of the financial arrangement of the agreement being set-up in such a way that while Elmwood is 100% responsible for all of the duties listed in the table below, Elmwood only receives 25% of sales as they occur. The revenue model for Elmwood is not sustainable as it is outlined in the current agreement. Under the current arrangement the permanent record keeping is still maintained by the City Clerk's Office. Every quarter the contractor sends the deeds and work orders to the Clerk's Office. The Clerk's Office updates the cemetery record books, the Laserfiche document imaging program, and files the hard copy deeds and work orders.

The Department of Public Services (DPS) is still responsible for forestry services and road improvements, however the contractor took over the responsibilities for prepping the grave for burial, pouring foundations, snow removal, lawn care, general clean-up of the grounds, and meeting with the families regarding grave location. The roads were cape-sealed last year and are currently in good condition.

DPS contracts out the lawn care for the entire City, including the cemetery. The contractor is responsible for the lawn care and reimburses the City for the cemetery portion of the lawn care. The contractor receives a bill from the City once a month for the cemetery portion of the lawn care contract. Annually the cost for Elmwood is roughly \$16,500 (\$550 per cut at 33 cuts per year).

The contractor is responsible for scheduling burials and foundations, responding to ancestry inquires, and updating the electronic cemetery records for burials, foundations, and sales. In addition, the contractor is responsible for meeting with individuals interested in purchasing a grave, the sale of the grave, and financial record keeping of those sales. The contractor is also



responsible for prepping the grave for burial, pouring foundations, snow removal, lawn care and general clean-up of the grounds.

The care, maintenance and operation of Greenwood Cemetery remain under the supervision and control of the City Manager in accordance with Section 34-26 of the City Code.

The separation of duties is provided in the table below:

Cemetery Service	Service Provider			
	City			Elmwood
	Clerk	DPS	Private Contractor	
Permanent record keeping	X			
Tree removal		X		
Road improvements		X		
Financial record keeping				X
Meet with families to identify space				X
Coordinate with Funeral Director/Family time & date of service and service type				X
Document next of kin and deceased information				X
Issue work order				X
Excavate grave				X
Set up tent and chairs				X
Perform burial				X
Attend burial				X
Post burial tent and chairs are removed and packed				X
Grave is seeded and top dressed				X
Maps and records are marked to reflect the burial information				X
Records are scanned and emailed to City Clerk				X
Lawn care			X	

Contracting lawn care and weed care/fertilization				X
Inspection of lawn care and weed care contractor's work				X
Raise and level markers/monuments				X
Seeding grass is necessary				X
Repairing graves as needed				X
Address customer service requests				X
Installation of foundations				X
Snow removal				X
Maintain water system				X
General clean- up of grounds, e.g. trimming bushes, picking up branches, trash pick-up				X
Update interest list				X
Mail and/or email interest list to families				X
Issue work orders for customer requests				X
Transfer of Burial Rights - assist both parties with transfer, e.g. identify locations using records and physically, issue forms, assist in form completion, confirm forms and fees received to both parties, update all records, issue deed, scan and email updates to Clerk				X
Assist families with information regarding disinternment and internment				X

Immediately upon receiving the notice of termination from Elmwood, City staff reached out to neighboring communities to see how they approach the operation of their cemeteries. Of the nine municipalities we reached out to, we were unable to find a local example that utilized a third party comprehensive professional management solution such as ours. Every community we reached out to utilizes a combination of internal City staff

and a professional third party contracted sexton, with self-admitted varying degrees of success.

A draft version of the Greenwood Cemetery Professional Management Services Request for Proposals (RFP) was presented to the Greenwood Cemetery Advisory Board at their October 4<sup>th</sup> meeting. On October 8, 2019, the RFP was published via the Michigan Intergovernmental Trade Network (MITN), it was also sent out to several nearby cemetery organizations, and distributed to the Michigan Cemetery Association to be shared with their membership.

The outcome of the research that was conducted by staff further cemented the understanding that the field of burial services is highly specialized. As such, we continued to have productive discussions with staff from Elmwood Cemetery to proactively plan for the potential transition process that might involve a new service provider. During the course of these meetings, we also gauged their willingness to extend their current contract on a month-to-month basis until we could find a suitable candidate for service replacement. Elmwood Cemetery was not interested in pursuing a month-to-month contract. Their revenue model relies upon a full calendar year given that the sales activities tend to take place during the Spring and Summer, but there is very little activity between the months of December through March. It would not be advantageous for them to continue to carry their existing services during the downtime and risk being replaced with another service provider once sales resume in earnest. However, Elmwood indicated that they were open to fulfilling their current contract, with modifications.

The bid closing date occurred on October 29, 2019 with the City receiving no proposals from any professional cemetery management firms interested in conducting business with the City of Birmingham.

Considering the specialized nature of the work included in the RFP, the City began working with the representatives of Elmwood, in advance, to reach mutually agreed upon modifications to the existing contract in the event that there were no other interested bidders. As you may recall, in 2013, the City only received one proposal when it had initially distributed the RFP for cemetery management services.

City staff and many of the board members agree that the level of service that Elmwood Cemetery has provided to the customers of Greenwood Cemetery have been of the highest standard and quality.

The committee has previously discussed the possibility of bringing this service “in-house.” There are a challenges associated with doing so that may result in a different level of service quality to clients interested in choosing Greenwood Cemetery as a final resting place for themselves or for loved ones. The City would have to reinvest in expenditures to cover the cost of new machinery, hiring, and training of staff, as the internal staff

members who had performed parts of this work previously are no longer employed with the City.

The professional staff at Elmwood Cemetery is well suited in consoling a grieving family and, on more than one occasion, has been consistently responsive to calls from grieving family members and funeral directors at odd hours in the evenings and on weekends. This level of responsiveness is the quality our community has grown to expect from Elmwood Cemetery. Additionally, Elmwood has the advantage of having multiple cemeteries to manage throughout southeast Michigan. As a result, we benefit from economies of scale that as an individual municipality, we may not otherwise enjoy. For example, Elmwood offers full service burials for a flat fee. This includes costs and coordination associated with working with the vaulting companies, tents, greens and chair set-ups for services, and other smaller particulars that will become the responsibility of the funeral directors if we do not continue to use them as a service provider. The minimal costs for these services are roughly \$1,100 and would then be passed on to the families and no longer absorbed by Elmwood on behalf of the City.

It is the intention of the City Staff to recommend to the City Commission the approval of an adjustment to the current service agreement with Greenwood Cemetery for cemetery management services. A copy of the existing agreement is included as an attachment to this memo for easy reference. The proposed modifications include:

- Replacing the requirement for attendance at every GCAB meeting to a requirement for an Elmwood representative to participate in meetings that involve new initiatives for them to provide an expert opinion on the subject matter.
- To allow for an increase in burial fees for a full casket from \$1,200 to \$1,400. These amounts typically increase annually by \$50-\$100 as a standard industry practice, but have not approved for an increase at Greenwood since 2012. This amount primarily supports the increases in wages of the employees to remain consistent with cost of living increases. Although the costs for cremation services have risen over the years, Elmwood is not seeking an increase in costs for these fees.
- Greenwood will continue to provide information, as requested, to the City Clerk on a quarterly basis from which the Clerk's office will be required to develop the report for the Advisory Board to review.

Lastly, and not a direct amendment to the contract, Elmwood has requested that the City take on the costs for the existing contract with Birmingham Lawn for lawn care and for snow removal. Elmwood will continue with general on-site maintenance and oversight of the landscape contractor. Upon review of the contract, this would not require an amendment. Section four (4) of the contract does not obligate the contractor to take on the costs of these services. The annual cost for these services is \$16,500. Elmwood representatives noted that there was a two-year period that ended in 2015 when there were no sales permitted for new plots. During that period, they continued to pay these costs on the City's behalf despite receiving no revenue for sales. They are not willing to

proceed with the same arrangement as sales are not in high demand at Greenwood even during the more active seasons.

City staff agrees that the requested modifications to the contract are fair and supported by a reasonable rationale as communicated by the representatives at Elmwood. Staff intends to proceed to the City Commission during the month of November with an amendment to the existing contract and letter from Elmwood reaffirming their commitment to continue to provide high quality services. This action will ensure no disruption of services, which had been set to occur on November 30, 2019 if no alternative solution could be negotiated. If the City Commission approves the proposed amendment to the contract then the agreement will continue through 2023 as indicated in the existing agreement with options to renew for an additional 10 years. The options to terminate, per the existing agreement, will not change as a result of this amendment, which means that either party could elect to terminate the agreement with ninety (90) days notice, if it is deemed necessary.

During this time, it is also recommended that the Advisory Board begin planning for options for providing burial services independent of Elmwood in the event that this issue has to be addressed again before the contract reaches its expiration date.

#### **Suggested Recommendations:**

To recommend that the City Commission amend the Elmwood service agreement with the proposed terms as negotiated.

- And –

To recommend that the City Commission authorized the expenditure for Lawn Care services with Birmingham Lawn for \$16,500 annually for the Greenwood Cemetery.

BIRMINGHAM

SEP 6 REC'D

CITY MANAGER'S OFFICE



**ELMWOOD**  
**HISTORIC**  
**CEMETERY**  
**Community Treasure**

1200 Elmwood Avenue  
Detroit, Michigan 48207  
(313) 567-3453  
fax: (313) 567-8861

August 31, 2019

Mr. Joseph Valentine  
City Manager  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48009

RE: GREENWOOD CEMETERY AGREEMENT

Dear Mr. Valentine:

The Elmwood Cemetery is herein notifying you of our cancelling the agreement whereby Elmwood manages the City's Greenwood Cemetery. Our contract allows for either party to cancel the agreement with ninety (90) days' written notice.

Therefore, we will terminate the agreement on November 30, 2019. We will return any copies of records, maps and any other materials to the City Clerk on or before that date.

We appreciate the opportunity to have been of service to the residents of Birmingham who have utilized the historic cemetery.

Thank you.

Respectfully,

Lawrence F. Sloane  
Director

**AGREEMENT**  
**For Greenwood Cemetery Management Services**

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This AGREEMENT, made this 24<sup>th</sup> day of June, 2013, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Elmwood Historic Cemetery, having its principal office at 1200 Elmwood Road, Detroit, MI 48207 (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, through its City Manager's Office, is desirous of having professional cemetery management services provided at the Greenwood Cemetery, located in the City of Birmingham.

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to provide management services for the City's historic Greenwood Cemetery, 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 provide management services for the City's historic Greenwood Cemetery.

**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 management services for the City's historic Greenwood Cemetery and the Contractor's cost proposal dated April 29, 2013, 2013 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. As compensation, the contractor shall receive one-hundred percent (100%) of the income from interment services, the sale of second rights of interment, foundations and memorial installations and other miscellaneous service fees, as approved by the City. Additionally, the Contractor shall receive twenty-five percent (25%) of the proceeds from the sale of new or reclaimed grave spaces.
3. This Agreement shall commence upon execution by both parties, and shall remain in effect for a period of ten (10) years, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals. Prior to the expiration of the original term, the parties may mutually agree, in writing, to renew the agreement for an additional ten (10) years beyond the original term.

expiration of the original term, the parties may mutually agree, in writing, to renew the agreement for an additional ten (10) years beyond the original term.

- A. In addition to the above, either party may terminate this agreement, for any reason, by providing ninety (90) days written notice to the other party of its intention to do so.

4. The Contractor shall employ personnel and engage subcontractors 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. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. 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.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. 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.

K. 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: Christian Wuerth  
151 Martin Street  
Birmingham, MI 48009  
Ph. 248.530.1807  
cwuerth@bhamgov.org

Elmwood Historic Cemetery  
Attn: Lawrence Sloane  
1200 Elmwood Road  
Detroit, MI 48207  
Ph. 313.567.3453  
lfsloane@aol.com

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.

*[Signatures on next page]*

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

WITNESSES:

TRUSTEES OF ELMWOOD CEMETERY

San + Goore

By: Francis W. McMillan II  
Francis W. McMillan II  
Its: President

CITY OF BIRMINGHAM

Cheryl Craft  
Cheryl Craft

By: George Dilgard  
George Dilgard  
Its: Mayor

Cheryl Craft  
Cheryl Craft

By: Laura M Broski  
Laura Broski  
Its: City Clerk

Approved:

Christian Wuerth  
Christian Wuerth,  
Assistant to the City Manager  
(Approved as to substance)

B. Sharon Ostin  
B. Sharon Ostin, Director of Finance  
(Approved as to financial obligation)

Timothy J. Currier  
Timothy J. Currier, City Attorney  
(Approved as to form)

Robert J. Bruner, Jr.  
Robert J. Bruner, Jr., City Manager  
(Approved as to substance)



ELMW-01

OP ID: PAB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Comerica Insurance Services MC7969 P. O. Box 75000 Detroit, MI 48275 Michael Maldegen		<b>Phone:</b> 800-713-0336 <b>Fax:</b> 313-222-3131	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>																					
<b>INSURED</b> Elmwood Cemetery Greenwood Cemetery 1200 Elmwood Detroit, MI 48207		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Citizens Insur. Co of America</td><td>31534</td></tr><tr><td>INSURER B:</td><td>Citizens-Allmerica Fin Benefit</td><td>41840</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Citizens Insur. Co of America	31534	INSURER B:	Citizens-Allmerica Fin Benefit	41840	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		Z7B9170151	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ *500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ *15,000
	<input checked="" type="checkbox"/> *GL Broad					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		AWB9164224	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	U7B9173262	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
A	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	W2B9164845	06/01/2013	06/01/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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 are named as additional insured with respects to teh general liability policy as their interest may appear by written contract, all above coverage are primary.

**CERTIFICATE HOLDER**

CIT1BIR

City of Birmingham  
Attn: Christian Wuerth  
151 Martin Street  
Birmingham, MI 48009

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING MINUTES  
FRIDAY, NOVEMBER 8, 2019 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

Darlene Gehringer, Chairperson, called the meeting to order at 8:30 a.m.

**II. ROLL CALL**

Present: Darlene Gehringer, Chairperson  
Linda Buchanan, Vice Chairperson  
Kevin Desmond  
Linda Peterson  
Laura Schreiner  
George Stern  
Margaret Suter

Absent: None

Administration: Assistant City Manager Gunter, Assistant to City Manager Gallagher,  
and Carrie Laird, Parks and Recreation Manager

**III. APPROVAL OF MEETING MINUTES**

**A. APPROVAL OF MINUTES OF AUGUST 16, 2019**

**MOTION:** Motion by Ms. Buchanan, seconded by Ms. Peterson  
To approve meeting minutes of August 16, 2019 as amended.

VOTE: Ayes, 7  
Nays, 0  
Absent, 0

**B. APPROVAL OF MEETING MINUTES OF OCTOBER 4, 2019**

- Mr. Stern – Page 1, Item A, should read Ms. Schreiner
- Mr. Stern - Page 5, last sentence, should read ask as opposed to and.

**MOTION:** Motion by Mr. Stern, seconded by Ms. Buchanan  
To approve meeting minutes of October 4, 2019 as corrected.

VOTE: Ayes, 7  
Nays, 0  
Absent, 0

**IV. NEW BUSINESS**

**A. GREENWOOD CEMETERY MANAGEMENT SERVICES: CONTRACT**



## **AMENDMENT – ACTION**

Assistant City Manager Gunter presented this item.

1. At the October 4 meeting, a letter was presented with Elmwood's desire to terminate the existing contract with the City of Birmingham for services at Greenwood Cemetery effective November 30, 2019.
2. Staff began working on a request for proposal to find a service provider to fill that space.
3. The RFP was put out to bid and the City did not receive any proposals to consider.
4. Elmwood proposed some contract amendments to continue the existing agreement; the City staff preliminarily agreed to the amendments pending presentation to the GCAB:
  - a) Replace requirement to attend every GCAB meetings with only a requirement to attend for new initiatives being proposed.
  - b) Increase in burial fees from \$1200 to \$1400 full casket burial. There would be no increase in cremation fees. The increase would cover cost of living increases for employees.
  - c) Eliminating reporting requirements. Clerk's office would take on the reporting responsibility.
  - d) Eliminate grass cutting and snow removal.

Mr. Stern expressed the following:

1. He found the reporting on this item to be an embarrassment.
2. In the past, the City have presented excellent reports including detailed analysis.
3. Estimates and good advice have been excellent.
4. This report was rushed and not to the City's full potential, perhaps due to the election. The report lacks detail to substantiate an increase in labor cost.
5. Mr. Stern went on to say that, the contractor is receiving all of the profits and the Clerk's office and DPS are taking on all of the responsibility of the contract.
6. He would like to see DPS bring in revenues from services at Greenwood.
7. He suggested that GCAB go back to the City and request a report of the quality that the City is capable of providing.

Ms. Gunter acknowledged Mr. Stern's concerns and pointed out that a decision on how to proceed must be made by Nov. 30, 2019.

Mr. Stern asked if staff had approached Clover Hill for help. He referenced them because they have offered to help many times in the past.

Ms. Gunter answered that they did not explore opportunities with Clover Hill, because the City would not be able to rely on them to provide services due to the lack of contractual obligation between the City and Clover Hill Cemetery.

Ms. Schreiner asked if we have assurances that Elmwood would continue the contract if the amendments are agreed upon. Ms. Gunter affirmed.

Ms. Schreiner expressed concerns about bullet point number one in reference to attendance at the GCAB meetings. She pointed out that the meetings should be properly noticed with 48 or 72 hours and that there be a true new item on the agenda. Due to the nature of Elmwood's business, there should be an excused absence option.

Ms. Gehringer noted that on the initial contract, it specified that a representative must attend meetings once a year at a minimal. She did not feel that the specification was an unreasonable



request. She also asked who would provide financial information, specifically sales data.

Ms. Gunter said that Elmwood would continue to provide the reporting.

Mr. Desmond felt that the increased burial fees were reasonable, customary, and fair. He added that in viewing this as a "make or buy" situation, from what we already heard. To "make" this requires cost, time and energy; and the commitment has been vastly underestimated. It is much more than what the City believes it to be in terms of properly managing a cemetery.

Ms. Schreiner agrees with Mr. Desmond that the time and energy required to manage a cemetery is underestimated.

Ms. Peterson asked how the City reacted to paying lawn care instead of Elmwood.

Ms. Gunter expressed that the City is prepared to fund lawn care directly.

Ms. Buchanan asked when this item would go before the Commission. Ms. Gunter replied that it would be at the November 25, 2019 meeting.

Ms. Buchanan commented that due to the commissioners being known for pondering, asked if the outcome of the November 25 meeting results in more pondering, how would the cemetery be managed going forward?

Ms. Gunter replied that there would be a potential disruption in service.

Ms. Peterson asked why not present on November 11, 2019. Ms. Gunter replied that the agenda would be full due to the swearing-in ceremony and induction of the new commission members.

It was also noted that Elmwood is not willing to work month to month until a solution is found. They will not work through the winter without an opportunity to recoup revenue in the spring/summer.

Ms. Gehringer commented that she believes that the increased burial fee is reasonable and fair.

Mr. Stern believes that the commission would require more detail before moving Elmwood's contract forward.

Ms. Buchanan commented that there should be more financial detail including estimated cost. In addition, sales at Greenwood should be considered as a cause for Elmwood wanting to terminate their contract. Cemetery costs are increasing.

Linda Peterson expressed that creating 500 graves at Greenwood allowed Elmwood to increase revenues for a period.

Ms. Gehringer admitted that when Elmwood was first contracted, she had mixed emotion; but after working with them she was able to appreciate the services provided. She further said that the GCAB should be prepared for the City assuming management of the cemetery due to the uncertainty of the future.

Mr. Stern felt that if the commission goes along with this option, the GCAB should have a plan B with detailed financials to fulfill the board's obligation to the City.

Ms. Buchanan said that GCAB should not make a value judgement, but vote, and recommend submission of the revised proposal to the commission for approval.

Ms. Laird spoke for the responsibility of DPS in terms of maintaining cemetery grounds. She said that DPS is not prepared to take over cemetery operations. She said that she has very capable staff, backhoe operators, and would need additional full time employees.

Ms. Gehringer addressed the \$16,500 of this proposal that comes out of the GCAB budget. She noted that it is not enough in the budget to sustain the proposed payments.

Ms. Schreiner suggested that the board work on alternate revenue sources to support the cost of lawn maintenance.

Finance Director Gerber said that prior to the perpetual care fund, the cemetery was part of the property maintenance of the City. Once the perpetual care fund was established, it was hoped that Elmwood would provide the service after a period. In the meantime, the fund would grow, and support the maintenance of the cemetery going into the future. While there is enough revenue to cover the expense now, depending on interest rates in the future, it may not generate enough to pay for lawn care at \$16,500 annually.

**MOTION:** Motion by Ms. Buchanan, seconded by Mr. Desmond  
To submit a resolution approving the Greenwood Cemetery Management Services Contract Amendment.

VOTE:	Ayes,	7
	Nays,	0
	Absent,	0

#### **V. UNFINISHED BUSINESS**

Items under Unfinished Business will be presented as a status update to the Board and may not require action at this time.

#### **VI. FINANCIAL REPORT**

#### **II. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA**

#### **VIII. BOARD COMMENTS**

Ms. Gehringer asked about the status of the ground penetrating RFP.

Ms. Gunter said that it is on hold for the time being.

#### **IX. ADJOURN**

Meeting adjourned at 10:00 a.m.

The Funeral Consumers Information Society — Gerald R. Pearsall Funeral Home Price Survey															
Funeral Home	Address	City	ZIP Code	County	Phone	Website	Immediate Burial**	Vault Incl.: Y/N	Casket Incl.: Y/N	Direct Cremation **	Crematory Fee Incl.: Y/N	Alternative Container Incl.: Y/N	Basic Services Fee*	Casket Price Range	Anatomical Donation ***
A.J. Desmond & Sons Funeral Home: Vasu, Rodgers & Connell Chapel	32515 Woodward Ave	Royal Oak	48073	Oakland	(248) 549-0500 (800) 294-5668	<a href="http://www.desmondfuneralhome.com">www.desmondfuneralhome.com</a>	\$2,180		N	\$1,955	N	N (+ \$185)	\$1,960	\$845-\$14,300	\$1,335
Casterline Funeral Home	59255 Ten Mile Road	South Lyon	48178	Oakland	(248) 446-1171	<a href="http://www.casterlinefuneralhome.com">www.casterlinefuneralhome.com</a>	\$2,050	N	N	\$1,875	Y	Y	\$1,695	\$495-\$6,600	\$950
Coats Clarkston Tribute Center	8909 Dixie Highway	Clarkston	48348	Oakland	(248) 620-4142	<a href="http://www.coatsfuneralhome.com">www.coatsfuneralhome.com</a>									
Coats Funeral Home	3141 Sashabaw Road	Waterford	48329-4042	Oakland	(248) 674-0461	<a href="http://www.coatsfuneralhome.com">www.coatsfuneralhome.com</a>	\$2,386	N	N	\$1,955	N	Y	\$2,655	\$58-\$5,639	
Coats Village Funeral Home	135 South Street	Ortonville	48462	Oakland	(248) 627-3412	<a href="http://www.coatsfuneralhome.com">www.coatsfuneralhome.com</a>	\$2,279		N	\$2,109	Y	Y	\$2,395	\$464-\$5,224	
Donelson, Johns and Evans Funeral Home	5391 Highland Road	Waterford	48327	Oakland	(248) 673-1213	N/A	\$1,745		N	\$1,675	N	N (+\$70)	\$2,295	\$595-\$10,000	
Dryer Funeral Home	101 First Street	Holly	48442	Oakland	(248) 634-8291	<a href="http://www.dryerfuneralhomeholly.com">www.dryerfuneralhomeholly.com</a>	\$1,190	N	N	\$1,250	N	Y	\$1,995	\$350-\$7395	
Edward Swanson & Son Funeral Home	30351 Dequindre Road	Madison Heights	48071	Oakland	(248) 588-5120	<a href="http://www.dignitymemorial.com">www.dignitymemorial.com</a>	\$2,395	N	N	\$1,500	N	N	\$2,645	\$695-\$8,895	
Elton Black & Son Funeral Home: Highland Chapel	3295 E Highland Road	Highland	48356	Oakland	(248) 889-1500	<a href="http://www.eltonblackandsonhighland.com">www.eltonblackandsonhighland.com</a>	\$2,400	N	N	\$1,790	N	Y	\$2,510	\$695-\$10,795	
Elton Black & Son Funeral Home: Union Lake Chapel	1233 Union Lake Road	White Lake	48386	Oakland	(248) 363-7424	<a href="http://www.eltonblackandsonhighland.com">www.eltonblackandsonhighland.com</a>	\$2,400	N	N	\$1,790	N	Y	\$2,510	\$695-\$10,795	
Funeral Home	Address	City	ZIP Code	County	Phone	Website	Immediate Burial**	Vault Incl.: Y/N	Casket Incl.: Y/N	Direct Cremation **	Crematory Fee Incl.: Y/N	Alternative Container Incl.: Y/N	Basic Services Fee*	Casket Price Range	Anatomical Donation ***
Generations Funeral & Cremation Services	Serves Oakland County			Oakland	(800) 491-4499	<a href="http://www.generationsfuneralservice.com">www.generationsfuneralservice.com</a>	\$1,795	Y	Y	\$695	Y	Y	\$995	\$500-\$5,000	\$550
Gramer Funeral Home	705 North Main Street	Clawson	48017	Oakland	(248) 435-9010	<a href="http://www.gramerfuneralhome.com">www.gramerfuneralhome.com</a>	\$1,920		N	\$1,920	N	N (+\$250)	\$2,555	\$495-\$25,000	
Haley Funeral Directors	24525 Northwestern Highway	Southfield	48075	Oakland	(248) 356-4800	<a href="http://www.haleyfuneraldirectors.com">www.haleyfuneraldirectors.com</a>	\$1,995	N	Y	\$970	Y	Y	\$1,495	\$490-\$6,250	
Hebrew Memorial Chapel	26640 Greenfield Road	Oak Park	48237	Oakland	(248) 543-1622	<a href="http://www.hebrewmemorial.org">www.hebrewmemorial.org</a>	\$1,495	N	N	N/A	N/A	N/A	\$1,100	\$795-\$12,000	
Hopcroft Funeral Home	23919 John R Road	Hazel Park	48030	Oakland	(248) 543-6687 (888) 548-6687	<a href="http://www.hopcroftfuneraldirectors.com">www.hopcroftfuneraldirectors.com</a>	\$1,400	N	N	\$1,500	N	Y	\$1,800	\$795-\$7664	\$650
Hopcroft Funeral Home	31145 John R Road	Madison Heights	48071	Oakland	(248) 585-7770 (888) 271-7770	<a href="http://www.hopcroftfuneraldirectors.com">www.hopcroftfuneraldirectors.com</a>	\$1,400	N	N	\$1,500	N	Y	\$1,800	\$795-\$7664	\$650
Huntoon Funeral Home	855 West Huron Street	Pontiac	48341	Oakland	(248) 338-3100	<a href="http://www.huntoonfuneralhomes.com">www.huntoonfuneralhomes.com</a>	\$3,185	N	N	\$2,125	N	Y	\$2,090	\$486-\$4,800	
Huntoon Funeral Home	79 Oakland Ave	Pontiac	48342	Oakland	(248) 332-0189	<a href="http://www.huntoonfuneralhomes.com">www.huntoonfuneralhomes.com</a>	\$3,185	N	N	\$2,125	N	Y	\$2,090	\$486-\$4,800	
Huntoon Funeral Home	47 North Washington Street	Oxford	48371	Oakland	(248) 628-2521	<a href="http://www.huntoonfuneralhomes.com">www.huntoonfuneralhomes.com</a>	\$3,185	N	N	\$2,125	N	Y	\$2,090	\$486-\$4,800	
Kinsey-Garrett Funeral Home	420 S Lafayette Street	Royal Oak	48067	Oakland	(248) 541-4400	<a href="http://www.kinsey-garrett.com">www.kinsey-garrett.com</a>	\$1,975	N	N	\$1,475	N	y	\$1,885	\$695-\$12,990	\$895
Funeral Home	Address	City	ZIP Code	County	Phone	Website	Immediate Burial**	Vault Incl.: Y/N	Casket Incl.: Y/N	Direct Cremation **	Crematory Fee Incl.: Y/N	Alternative Container Incl.: Y/N	Basic Services Fee*	Casket Price Range	Anatomical Donation ***
Lawrence E. Moon Funeral	268 N Perry Street	Pontiac	48342	Oakland	(248) 758-	<a href="http://www.lawrenceemoonfuneralhomepontiac.com">www.lawrenceemoonfuneralhomepontiac.com</a>	\$1,545		N	\$950	N		\$1,595	\$595-\$25,995	



Chapel															
Thayer - Rock Funeral Home	33603 Grand River Ave	Farmington	48335	Oakland	(248) 474-4131	<a href="http://www.thayer-rock.com">www.thayer-rock.com</a>	\$2,055	N	N	\$1,990	N	extra \$80	\$1,990	\$595-\$12,400	
The Dorfman Chapel	30440 West Twelve Mile Road	Farmington Hills	48334	Oakland	(248) 406-6000 (866) 406-6003	<a href="http://www.thedorfmanchapel.com">www.thedorfmanchapel.com</a>	\$2,145	N	N	N/A	N/A	N/A	\$1,295	\$595-\$14,995	
The Edward Korkoian Funeral Home (Spiller-Spitler Chapel)	836 N Main Street	Royal Oak	48067	Oakland	(248) 541-8325 (248) 541-4800	<a href="http://www.edwardkorkoianfuneralhome.com">www.edwardkorkoianfuneralhome.com</a>	not listed			\$695	Y	N			
The Heeney-Sundquist Funeral Home	23720 Farmington Road	Farmington	48336	Oakland	(248) 474-5200	<a href="http://www.heeney-sundquist.com">www.heeney-sundquist.com</a>	\$1,900		N	\$1,900	N	N	\$2,290	\$695-\$14,000	\$1,560
The Ira Kaufman Chapel	18325 W Nine Mile Road	Southfield	48075	Oakland	(248) 569-0020 (800) 325-7105	<a href="http://www.irakaufman.com">www.irakaufman.com</a>	\$1,525		N	\$1,525-\$1,575	N	N (+ \$150)	\$850	\$850-\$33,500	
Wessels & Wilk Funeral Home	23690 Woodward Ave	Pleasant Ridge	48069	Oakland	(248) 543-0100	<a href="http://www.wesselsandwilk.com">www.wesselsandwilk.com</a>	\$995		N	\$775	N	Y	\$1,380	\$695-\$8,500	\$600
Wm. Sullivan & Son Funeral Directors	705 W Eleven Mile Road	Royal Oak	48067	Oakland	(248) 541-7000	<a href="http://www.sullivanfuneraldirectors.com">www.sullivanfuneraldirectors.com</a>	\$1,450	N	N	\$1,690	N	Y	\$2,195	\$495 - \$24,900	\$650

\* Basic services charge is already included in the quoted cost of immediate burial, direct cremation, anatomical donation, and (usually) package funerals. However, it will be added to any other funeral service.  
\*\* Price assumes you provide container unless stated otherwise.  
\*\*\* Mileage beyond 30 miles is typically an extra cost.





**REQUEST FOR PROPOSALS**  
**For Greenwood Cemetery Professional Management Services**

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Sealed proposals endorsed **“Greenwood Cemetery Management”**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 3:00pm on Wednesday, October 29, 2019 after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide professional management services for the City's historic Greenwood Cemetery. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: James Gallagher, Assistant to the City Manager.

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:** Tuesday, October 8, 2019

**Deadline for Submissions:** 3:00 p.m. on Tuesday, October 29, 2019

**Contact Person:** James Gallagher, Assistant to the City Manager  
P.O. Box 3001, 151 Martin Street  
Birmingham, MI 48012-3001  
Phone: 248.530.1807  
Email: [jgallagher@bhamgov.org](mailto:jgallagher@bhamgov.org)



## REQUEST FOR PROPOSALS For Greenwood Cemetery Professional Management Services

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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 firm will hereby be referred to as "Service Provider."

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide professional management services for the City's historic Greenwood Cemetery. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

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

It is anticipated the selection of a firm will be completed by early November 2019. An Agreement for services will be required with the selected Service Provider. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

## REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide professional management services for the City's historic Greenwood Cemetery..

## INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:00 p.m. on Tuesday, October 29, 2019 to:

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

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"Greenwood Cemetery Management"**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.



## INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Service Provider's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: James Gallagher at 248.530.1807 or [jgallagher@bhamgov.org](mailto:jgallagher@bhamgov.org). Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

## **EVALUATION PROCEDURE AND CRITERIA**

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

1. Ability to provide services as outlined.
2. Related experience with similar projects, Service Provider background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

## **TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Service Provider if the successful Service Provider 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 Service Providers.
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 Service Provider sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Service Provider 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 Service Provider and shall not be chargeable in any manner to the City.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. 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.

8. The Service Provider will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## **SERVICE PROVIDER'S RESPONSIBILITIES**

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B - p. 18)
  - b. Cost Proposal (Attachment C - p. 19)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 20)
  - d. Agreement (p. 12 – **only if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Service Provider will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-Contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Service Provider's proposal.
8. The Service Provider will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Service Provider during this project.
9. The Service Provider will be responsible for getting the building and parking permits at no cost to the Service Provider.
10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned

upon the faithful performance of the contract, and completion on or before the date specified.

11. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Service Provider will be available according to the proposed timeline.

## **CITY RESPONSIBILITY**

1. The City will provide a designated representative to work with the Service Provider to coordinate both the City's and Service Provider's efforts and to inspect and verify any work performed by the Service Provider.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

## **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 Service Provider also agrees to provide all insurance coverages as specified. Upon failure of the Service Provider 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 abandoned 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 Service Provider that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

## **PROJECT TIMELINE**

It is anticipated that the Birmingham City Commission will consider the agreement with the successful bidder in November 2019. Following approval, City staff will schedule a meeting with the successful bidder to begin transition of daily management tasks from current Service Provider to the successful bidder.

## SCOPE OF WORK

The Service Provider, hereby referred to as "Provider", shall perform the following services in accordance with the requirements as defined and noted herein:

1. **Sales Administration & Management:** The Service Provider shall provide service to the City within Greenwood Cemetery to include, but not limited to, the following:
  - a. **Permanent Record Keeping:** Provider shall make necessary updates, edits, and deletions to ensure that the record book and map of Greenwood Cemetery are as accurate as possible. Provider is responsible for proper documentation of all burial and space ownership records to include, but not limited to, the following:
    - i. Recording all sales of grave plots with the City Clerk within five (5) business days
    - ii. Recording all grave locations with the City Clerk within five (5) business days
    - iii. Recording all title deeds with the City Clerk within five (5) business days
    - iv. Recording burials and provide any and all related burial transit permits at least once every five (5) business days with the City Clerk
    - v. Submitting all applicable forms and documents to the State of Michigan, as may be required
  - b. **Financial Record Keeping:** Provider shall be responsible for all financial transactions associated with grave plot sales and burial services including, but not limited to, the following services:
    - i. Provider shall collect, record, remit and report all sales, receipts, funds, and refunds on behalf of the City within five (5) business days
    - ii. Provider shall not execute a deed to the customer until Provider receives full payment for the cemetery space
      1. No grave can be dug or body buried without a deed of ownership
    - iii. Provider shall forward all sums collected on sales of burial plots within five (5) business days to the City Clerk
  - c. **Customer service and marketing:** Provider shall sell cemetery services and property in accordance with established policies and procedures, including but not limited to, the following services:
    - i. Provider shall be available to answer telephone, email, and web-based inquiries and to meet with persons wishing to purchase burial plots
    - ii. Provider shall provide a designated location to meet with families and discuss burial arrangements and meet on site as necessary to confirm arrangements with families as necessary
    - iii. Provider shall be available to meet with interested parties within two (2) business days to arrange for the sale of burial plots

- iv. Provider shall work directly with funeral directors and family of deceased persons in arranging all funerals at Greenwood Cemetery
- v. Provider must maintain the Cemetery in a manner which is fully in compliance with the City's adopted Operational Procedures, Conditions, and Regulations
- vi. Provider shall ensure the family of deceased persons understands and has a copy of Greenwood Cemetery's Policies & Procedures upon the sale of burial plots. The current version is included as **Attachment E – pg. 21.**

**d. Communication and Reports:** Provider shall prepare and submit to the City reports of the operation, financials, records, and any other pertinent records to include, but not be limited to, the following:

- i. Provider shall include in their report monthly totals for receipts, disbursements, grave plot sales, grave plot inventory, interments, repairs, number of burials, number of cremations, and safety and environmental events.
- ii. Provider is requested to be present at all Greenwood Cemetery Advisory Board meetings to report on contracted services.

2. **Cemetery Operations:** The Provider is responsible for hiring a Sexton who shall provide service to the City within the Greenwood Cemetery to include, but not limited to, the following:

- a. The Sexton shall report directly to and work directly with the Service Provider in arranging all funerals at Greenwood Cemetery.
- b. Stake gravesites
- c. Complete opening and closing of graves.
- d. Make arrangements for laying and setting foundations.
- e. Damage to any markers, headstones, foundations or other fixtures during the normal routine activities shall be the Providers responsibility to correct, subject to the City's approval, that sufficient actions have taken place to correct the damaged property.

3. **Services Excluded From Contract:** Provider shall not be responsible for providing services not specified in this Contract, including but not limited to the following services:

- a. Tree removal
- b. Fence maintenance
- c. Road maintenance
- d. Snow removal
- e. Any acts of vandalism in Greenwood Cemetery
- f. All damage caused by weather events
- g. Lawn care including weed control monument maintenance services.

4. The City, upon reasonable prior notice, shall be provided with access to any information or financial records associated with the Greenwood Cemetery.

5. Greenwood Cemetery is a historic site within the City of Birmingham. All actions and recommendations by the Service Provider shall be done in a manner which maintains the historic character and setting of the cemetery.
6. The Service Provider shall ensure all operations under its control are conducted in a safe manner and will observe all MIOSHA guidelines as necessary.
7. This section and referenced documents shall constitute the Scope of Work for this



**ATTACHMENT A - AGREEMENT**  
**For Greenwood Cemetery Professional Management Services**

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This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and \_\_\_\_\_, Inc., having its principal office at \_\_\_\_\_ (hereinafter called "Service Provider"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, through its Maintenance Department, is desirous of having work completed to remove and replace an existing flat roof system at the Baldwin Public Library in the City of Birmingham.

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to provide management services for the City's historic Greenwood Cemetery and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Service Provider has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide management services for the City's historic Greenwood Cemetery.

**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 management services for the City's historic Greenwood Cemetery and the Service Provider's cost proposal dated \_\_\_\_\_, 2013 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Service Provider for the performance of this Agreement in an amount not to exceed \_\_\_\_\_, as set forth in the Service Provider's \_\_\_\_\_, 2019 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Service Provider shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Service Provider and the City agree that the Service Provider is acting as an independent Service Provider with respect to the Service Provider'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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Service Provider agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider agrees that neither it nor its subService Providers 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 Service Provider shall inform the City of all claims or suits asserted against it by the Service Provider's employees who work pursuant to this Agreement. The Service Provider shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Service Provider shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Service Providers 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: Service Provider 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 Service Provider will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Service Provider shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Service Provider shall procure and maintain during the life of this contract, an Owners Service Providers Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.
- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. Proof of Insurance Coverage: Service Provider shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
  - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Service Provider shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Service Provider 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 Service Provider and any entity or person for whom the Service Provider 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 Service Provider, the City shall have the right to terminate this Agreement without further liability to the Service Provider if the disqualification has not been removed within thirty (30) days after the City has given the Service Provider 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 Service Provider 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: James Gallagher  
151 Martin Street  
Birmingham, MI 48009  
248.530.1807

SERVICE PROVIDER

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made

pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

WITNESSES:

**SERVICE PROVIDER**

\_\_\_\_\_

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

Its:

**CITY OF BIRMINGHAM**

\_\_\_\_\_

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

Its: Mayor

\_\_\_\_\_

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

Cheryl Arft  
Its: City Clerk

Approved:

\_\_\_\_\_  
James Gallagher  
(Approved as to substance)

\_\_\_\_\_  
Mark Gerber, Director of Finance  
(Approved as to financial obligation)

\_\_\_\_\_  
Timothy J. Currier, City Attorney  
(Approved as to form)

\_\_\_\_\_  
Joseph A. Valentine, City Manager  
(Approved as to substance)

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For Greenwood Cemetery Professional Management Services**

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In submitting this proposal, as herein described, the Service Provider 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.

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**PREPARED BY**  
**(Print Name)**

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

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**ADDRESS**

## ATTACHMENT C - COST PROPOSAL

### For Greenwood Cemetery Professional Management Services

**In order for the bid to be considered valid, this form must be completed in its entirety.**

The Service Provider shall receive compensation on a percentage basis. The Service provider shall receive one-hundred percent (100%) of the income from interment services, such as the sale of second rights of interment, foundations and memorial installations and other miscellaneous service fees.

Additionally, the Service Provider shall receive twenty-five percent (25%) of the proceeds from the sale of new or reclaimed grave spaces. The additional annual cost, if any, for the Scope of Work as stated in the Request for Proposal documents shall be an amount, as follows:

***Attach technical specifications for all proposed materials as outlined in the Service Provider's Responsibilities section of the RFP (p. 6)***

COST PROPOSAL	
ITEM	BID AMOUNT
Miscellaneous (Attach Detailed Description)	\$
	\$
	\$
<b>TOTAL BID AMOUNT</b>	\$
ADDITIONAL BID ITEMS	
	\$
	\$
<b>GRANDTOTAL AMOUNT</b>	\$

Firm Name\_\_\_\_\_

Authorized signature\_\_\_\_\_ Date\_\_\_\_\_



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For Greenwood Cemetery Professional Management Services**

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

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

---

**PREPARED BY**  
**(Print Name)**

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

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**E-MAIL ADDRESS**

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**COMPANY**

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**ADDRESS**

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**PHONE**

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**NAME OF PARENT COMPANY**

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**PHONE**

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**ADDRESS**

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**TAXPAYER I.D.#**

## **ATTACHMENT E – EXISTING POLICIES AND PROCEDURES**

### **For Greenwood Cemetery Professional Management Services**

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#### **CITY OF BIRMINGHAM**

#### **GREENWOOD CEMETERY OPERATIONAL PROCEDURES,**

#### **CONDITIONS AND REGULATIONS**

### **I. DEFINITIONS:**

The following words and phrases, for the purposes of these sections, have the meanings respectively ascribed to them, except in those instances where the context clearly indicates a different meaning.

- a. "Cemetery" shall mean Greenwood Cemetery.
- b. "Superintendent" shall mean the City Manager or his/her designee.
- c. "Marker" shall mean a stone or object denoting the location of a grave and which does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.
- d. "Monument" shall denote a memorial stone or object of a size in excess of that of a marker.
- e. "Permanent outside container" shall be a container which encloses a casket. The following are considered permanent outside containers: concrete boxes, concrete, copper or steel burial vaults.
- f. "Department" shall mean the Department of Public Services.
- g. "Memorial" shall mean monuments or markers.

### **II. CONDUCT OF PERSONS**

Every person entering the cemetery shall be responsible for any damage caused by such person while within the cemetery. No person under eighteen years of age shall enter the cemetery grounds unless accompanied by an adult responsible for his/her conduct, or unless permission has been granted by the Superintendent.

No person shall:

- a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.
- b. Deposit or leave rubbish and debris on any part of the cemetery grounds.

- c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees or its designated contractor.
- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
- e. Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Advertise on cemetery grounds unless permitted by the City.
- i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

### **III. TRAFFIC REGULATIONS**

All traffic laws of the City of Birmingham that are applicable to the operation of vehicles in cemeteries shall be strictly observed. Every person driving a vehicle into the cemetery shall be responsible for any damage caused by such vehicle.

No person shall:

- a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.
- b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.
- c. Turn a vehicle around within the cemetery except by following established driveways.
- d. Use a cemetery driveway as a public thoroughfare.

### **IV. MAINTENANCE AND PERPETUAL CARE**

The City and/or its designated Contractor shall be responsible for the maintenance and repair of the driveways, buildings, water system, drainage and fences. The City and/or its designated Contractor shall also cut and maintain the grass areas, remove the leaves, trim and remove trees and shrubs, apply fertilizer as necessary, and in general maintain the cemetery as a place of natural beauty devoted to the burial of the dead.

The City and/or its designated Contractor shall not be responsible for any special care of any particular section, lot or burial space or for the maintenance or repair of any monument, marker

or planting placed by the owner. Further, the City and/or its designated Contractor shall not contract or agree to give special care to any section, lot or burial space except as above provided. The City shall maintain the integrity of damaged historical markers, prior to January 1, 1875, through the perpetual care fund.

## **V. OPERATIONAL REGULATIONS**

The following operational regulations shall apply to all areas within the cemetery:

- a. Corners of all lots will be marked by the City, or its designated contractor, with permanent markers set flush with the ground surface, and these shall not be disturbed.
- b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.
- c. The City, or its designated contractor, shall have the right to remove from any lot any objects, including trees and shrubs and flower pots that are not in keeping with the appearance of the cemetery.
- d. Ironwork, seats, vases, and planters shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.
- e. Planters of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1<sup>st</sup>. Planters so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.
- f. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent, or a person authorized by him/her to act in his/her stead in matters pertaining to the cemetery.
- g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City or its designated contractor from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.
- h. As soon as flowers, floral pieces, potted plants, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed, except for special groups upon notification to the City or its designated contractor.
- i. The Superintendent reserves the right to remove from beds, graves, vases, planters, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.

## **VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS**

### **MONUMENTS**

Monuments will be permitted only on two adjoining side by side graves under one ownership. No more than one monument shall be erected on any lot.

The erection of all monuments shall be subject to the following conditions:

- a. Each monument shall be supported on a concrete foundation not smaller than the base of the monument it supports. Such foundation shall be constructed only by the City or its designated contractor after payment therefore has been made. Foundations will be installed April to November, weather dependent, as determined by the Superintendent. Requests received after November 1<sup>st</sup> will be held until conditions allow for installation.
- b. Designs for monuments must be submitted to the Superintendent or to a person designated by him/her to act in his/her stead, when application is made for construction of foundations. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial.
- c. No monument of artificial stone, sandstone, limestone, or soapstone will be permitted.
- d. All contractors and workers engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him/her, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments shall be started that cannot be completed by the end of the day following the start of such work.
- e. No monuments shall be allowed in the flush sections.

### **MARKERS**

- a. Markers shall not exceed 1 ½ feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.
- b. Individual markers can be sod set without a concrete foundation.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

## **FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015**

- a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24" x 12" x 4" or 16" x 24" x 4" or companion memorials over two (2) graves measuring 48" x 12" x 4".
- b. The memorials must be made of acceptable bronze or granite material and set at lawn level.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

## **VII. FUNERALS, INTERMENTS AND DISINTERMENTS**

### **INTERMENTS**

No lot or burial space shall be used for any purpose other than the interment of human remains and the erection of appropriate memorials to the dead.

No interment shall be made in Greenwood Cemetery until a proper burial permit has been issued, and until all other legally required permits have been issued by, and filed with, the proper authorities.

City personnel, or its designated contractor, will provide opening and closing of grave, initial and periodic maintenance only, and will not be responsible for handling and lowering vaults or caskets. Tents, lowering devices and other materials shall be furnished by the funeral director or vault company.

No grave shall be dug closer than six (6) inches from the line of any lot.

In all full burial interments, the casket shall be enclosed in a permanent outside container. Such outside container shall be installed by the funeral director, vault company, or the City's designated contractor.

In all interments of cremated remains, the container shall be installed by the City, its designated contractor, funeral director or vault company. The size of the container must be submitted with the request for burial.

All funerals within the cemetery shall be under the supervision of the City or its designated contractor. No burials are to be made on Sunday or legal holidays, except by permission of the Superintendent. Overtime charges will apply.

The City must be notified through the City Clerk or its designated contractor, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to

prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.

Interments that involve preparation or follow-up work during other than regular working hours will be done at an additional charge for the overtime portion of the time required. The maximum charge shall not exceed the normal charges plus the weekend/holiday fee. This fee is in addition to the normal interment or disinterment fee charged during regular working hours.

Interments of the remains of any persons other than the owner or an immediate member of his/her family will be permitted only after the written consent of the owner or the owner's authorized agent has been filed with the City Clerk or the City's designated contractor. In case of a minor being the owner, the guardian may give consent upon proof of this authority to act.

Only one (1) interment in any one grave space shall be permitted, except in the case of a parent and infant child, two (2) children dying at about the same time, or in such other unusual cases as it shall seem to the Superintendent to be proper under the circumstances. Such interments shall adhere to Section VIII Burial Rights Policy.

Up to two cremated remains may be placed in the same space if the owner of the grave space or his/her heirs purchase the right to such inurnments. Should the owner permit the burial of such cremated remains, only one additional memorial shall be permitted on the grave space and such memorial shall not be larger than 24 x 12 x 4 inches and installed at lawn level. Up to three (3) cremated remains (only) may be placed on a single grave space.

## **DISINTERMENTS**

Disinterment of a burial shall be facilitated by a Michigan licensed funeral director. Said funeral director shall obtain a permit for such removal from the local health officer of Oakland County. Said funeral director shall complete the removal form as required by the City or its designated contractor. Disinterment shall not commence until after issuance of the Oakland County permit is presented to the City or its designated contractor, approval for removal is granted by the City or its designated contractor, and all applicable fees are paid. Such disinterments shall only be scheduled between June 15<sup>th</sup> and October 15<sup>th</sup> each year unless approved by the City. The grave space where the disinterment occurred shall immediately be returned to a safe condition.

## **VIII. BURIAL RIGHTS POLICY**

Lots purchased from the City after October 1, 2014:

Full grave

One casketed remains and two cremated remains

- or -

Up to three cremated remains

Cremation grave

3 x 2 feet      one cremated remains

3 x 4 feet      two cremated remains

Lots purchased prior to October 1, 2014:

Full grave

One burial right per grave (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

- or -

One cremated remains (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

## **IX. LOT SALES – PAYMENT PLAN POLICY**

1. A payment agreement may be entered into to allow for the purchase price of a plot(s) to be paid over a period of time not to exceed 24 months and the period provided to cure a default. A copy of this Payment Plan Policy shall be attached to all installment payment agreements and shall be provided to the Purchaser.

2. Payment agreements require a 20% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments for the payment period. Such payment agreements shall be interest free. There shall be no prepayment penalty to the Purchaser.

3. A plot(s) being purchased under a payment agreement may not be used for interment until the full purchase price of the plot(s) has been paid. The Purchaser may apply all payments made on the plan to the plot(s) needed for burial. Should this application of funds to the burial plot reduce the balance in the Purchaser's account below 20% of the value of the remaining plots, the Purchaser shall be given a grace period of up to six months to repay the 20% deposit on the remaining plot(s).

4. In the event a Purchaser fails to make an installment payment, the Purchaser shall have 90 days from the default to cure the deficiency and bring the payments current.

5. For purchase agreements initiated after January 14, 2019, failure to pay the entire contract on or before the final payment due date and the cure period will result in forfeiture of the unpaid plot(s) and 50% of all monies paid to date. If enough money is on account to completely pay for a plot(s), the Purchaser shall have the option to purchase said plot(s) with those available funds. Fifty percent of the remaining funds on account and any plots not paid in full shall be forfeited.

## **X. LOT RESALE POLICY**

All graves sold by the City after October 1, 2014 can only be returned to the City. Such graves cannot be transferred from the original purchaser to an unrelated third party. Graves can only be transferred to family according to the Rules of Consanguinity with supporting genealogical documentation.

All graves returned to the City shall receive 50% of the original purchase price from the Greenwood Cemetery Perpetual Care Fund. Upon return of the graves, the City may resell the graves.



(For the purpose this policy, immediate family shall mean the immediate family of the purchaser(s) – spouse, children, grandchildren, parents, siblings, nieces/nephews, grandparents, aunts/uncles, step-children.)

## **XI. SCHEDULE OF FEES AND CHARGES**

Fees and other charges are as set forth in the Schedule of Fees, Charges, Bonds and Insurance.

## **XII. REVISIONS**

The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.

- October 18, 1971 Resolution No. 1434-71
- February 13, 1984 Resolution No. 02-97-84
- February 23, 2009 Resolution No. 02-52-09
- December 17, 2012 Resolution No. 12-356-12
- August 10, 2015 Resolution No. 08-174-15
- March 27, 2017 Resolution No. 03-82-17 (and confirmed by Greenwood Cemetery Advisory Board on May 5, 2017).
- January 14, 2019 Resolution No. 01-011-19

**ATTACHMENT F – GREENWOOD CEMETERY FEE SCHEDULE**  
**For Greenwood Cemetery Professional Management Services**

<b>Greenwood Cemetery (126-26)</b>	<b>Existing Fees</b>
Grave space accommodating one full burial or three cremations	\$ 3,000.00
Additional Rights of Burial for cremated remains, each	\$ 750.00
Grave space accommodating two cremated remains	2,000.00
Grave space accommodating one cremated remains	1,000.00
Administrative fee for transfer of grave ownership	\$ 150.00
Interment and disinterment fees:	
Cremation	\$ 750.00
Full Burial	\$ 1,200.00
Foundation charges for markers & monuments:	
Foundation Installment - per linear foot	\$ 125.00
Marker or monument resets:	
Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation	
Weekend, holiday, and overtime interments. This fee in addition to the normal interment fee charged during regular working hours.	\$ 400.00

**DATE:** November 19, 2019

**TO:** City Commission

**FROM:** Joseph A. Valentine, City Manager

**SUBJECT:** City Clerk Position

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**INTRODUCTION:**

With the resignation of the City Clerk, the process to fill this position has been initiated consistent with the prior selection process and we are requesting the involvement of a couple of Commissioners to participate in selection process to recommend a finalist candidate to the full Commission.

**BACKGROUND:**

Our City Clerk resigned in September of 2019. Consistent with prior practices we have appointed an Acting City Clerk to fill the role in the interim and have facilitated a selection process to recommend a finalist candidate. Our Acting City Clerk has not applied for this position. Consistent with this practice I am requesting the participation of two Commissioners to participate in the final round of interviews. Initial interviews were conducted the week of November 11<sup>th</sup> and the follow up interviews are planned for the week of December 9<sup>th</sup>. I would ask for an allocation of up to 4 hours of time that week for this effort. Interviews are planned for one afternoon that week and will be scheduled with the availability of the selected Commissioners.

Following the subcommittee's work, we will identify a finalist candidate and the intent is to recommend the individual to the Commission at its December 16<sup>th</sup> meeting for appointment. Similar with the prior appointment process, we would have a formal meet and greet with the new City Clerk Candidate prior to the December 16<sup>th</sup> meeting and then recommend the City Clerk Candidate for appointment at the meeting to follow.

**SUMMARY**

To facilitate the completion of the City Clerk selection process, the Commission is asked to appoint two Commissioners to serve on the interview panel to advance a City Clerk Candidate for appointment as the new City Clerk.

**SUGGESTED RESOLUTION:**

To appoint a sub-committee comprised of Commissioners \_\_\_\_\_, \_\_\_\_\_, the City Manager and the HR Manager to conduct the final interviews and recommend a finalist candidate for the position of City Clerk for approval by the City Commission.



## MEMORANDUM

Office of the City Manager

**DATE:** November 22, 2019

**TO:** City Commission

**FROM:** Joseph A. Valentine, City Manager

**SUBJECT:** Request for Closed Session pursuant to Section 8(h) of the Open Meetings Act, MCL 15.261 – 15.275

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It is requested that the City Commission meet in closed session pursuant to the Open Meetings Act, Section 8(h) to consider material exempt from discussion or disclosure by state or federal statute.

**SUGGESTED RESOLUTION:**

To meet in closed session pursuant to the Open Meetings Act, Section 8(h) to consider material exempt from discussion or disclosure by state or federal statute.

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

# City of Birmingham Parking Utilization Dashboard – October 2019

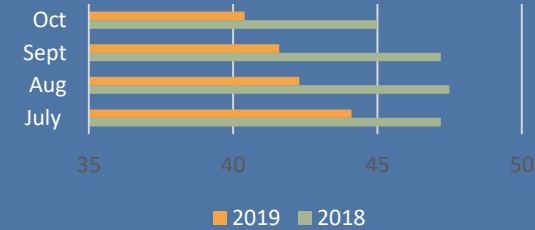
## Parking Garages

### OCCUPANCY

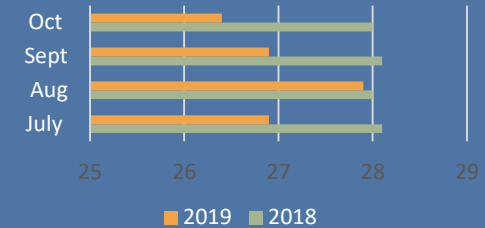


## Parking Meters

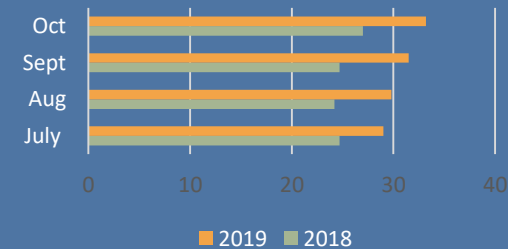
### Coin



### Credit



### ParkMobile



### DURATION



### Roof Top Valet

October 2018	October 2019	Percentage Change
72	99	38%

R10E1

## MONTHLY PARKING PERMIT REPORT

For the month of: October 2019  
Date Compiled: November 12, 2019

	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6/\$210	Lot #6/\$150	South Side	Lot B	35001 Woodward	Lot 12	Total
1. Total Spaces	706	811	437	745	880	174	79	8	40	40	150	4070
2. Daily Spaces	370	348	224	359	425	N/A	N/A	N/A	N/A	N/A	N/A	1726
3. Monthly Spaces	336	463	213	386	560	174	79	8	30	40	150	2439
4. Monthly Permits Authorized	550	750	400	800	1140	150	40	8	30	50	225	4143
5. Permits - end of previous month	550	750	400	800	1140	150	40	8	30	50	205	4123
6. Permits - end of month	550	750	400	800	1140	150	40	8	24	50	207	4119
7. Permits - available at end of month	0	0	0	0	0	0	0	0	6	0	18	24
8. Permits issued in month includes permits effective 1st of month	2	7	1	14	4	0	0	0	0	0	0	28
9. Permits given up in month	2	7	1	14	4	0	0	0	0	0	0	28
10. Net Change	0	0	0	0	0	0	0	0	0	0	0	0
11. On List - end of month* **On List-Unique Individuals	1370	1440	1320	1594	1144	27	0	0	0	22	0	6917 3952
12. Added to list in month	71	9	62	7	10	0	0	0	0	0	0	159
13. Withdrawn from list in month (w/o permit)	0	0	0	0	0	0	0	0	0	0	0	0
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0	91.5
15. Transient parker occupied	221	225	90	172	69	N/A	N/A	N/A	N/A	N/A	N/A	777
16. Monthly parker occupied	312	552	307	521	609	N/A	N/A	N/A	N/A	N/A	N/A	2301
17. Total parker occupied	533	777	397	693	678	N/A	N/A	N/A	N/A	N/A	N/A	3078
18. Total spaces available at 1pm on Wednesday 10/16	173	34	40	52	202	N/A	N/A	N/A	N/A	N/A	N/A	501
19. "All Day" parkers paying 5 hrs. or more A:Weekday average. B:*Maximum day	228 N/A*	253 N/A*	171 N/A*	160 N/A*	76 N/A*	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	888 0
20. Utilization by long term parkers	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	#DIV/0!

(1) Lot #6 does not have gate control, therefore no transient count available

(2) (Permits/Oversell Factor + Weekday Avg.) / Total Spaces

\* Average Maximum day not available currently in Skidata

\*\* Unique individuals represent the actual number of unique people on the wait list regardless of how many structures they have requested.

**Birmingham Parking System  
Transient & Free Parking Analysis  
Months of October 2018 & October 2019**

**October 2018**

<b>GARAGE</b>	<b>TOTAL CARS</b>	<b>FREE CARS</b>	<b>CASH REVENUE</b>	<b>% FREE</b>
PEABODY	19,315	10,543	\$ 40,987.00	55%
PARK	20,164	7,921	\$ 50,590.00	39%
CHESTER	8,139	2,376	\$ 50,529.00	29%
WOODWARD	13,492	7,036	\$ 38,743.00	52%
PIERCE	27,046	12,155	\$ 78,305.00	45%
<b>TOTALS</b>	88,156	40,031	\$ 259,154.00	45%

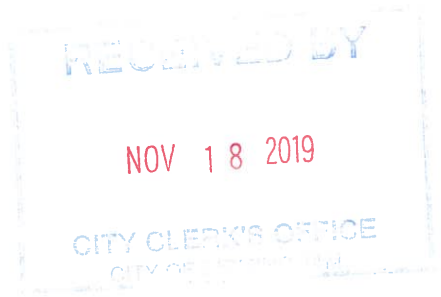
**October 2019**

<b>GARAGE</b>	<b>TOTAL CARS</b>	<b>FREE CARS</b>	<b>CASH REVENUE</b>	<b>% FREE</b>
PEABODY	18,441	9,617	\$ 41,600.04	52%
PARK	21,625	7,865	\$ 67,022.02	36%
CHESTER	6,715	2,507	\$ 37,853.11	37%
WOODWARD	13,548	6,137	\$ 40,892.02	45%
PIERCE	24,727	10,431	\$ 72,624.07	42%
<b>TOTALS</b>	85,056	36,557	\$ 259,991.26	43%

<b>BREAKDOWN:</b>	TOTAL CARS	-4%
	FREE CARS	-11%
	CASH REVENUE	+.3%



November 15, 2019



Ms. Cherilynn Mynsberge, Clerk  
City of Birmingham  
151 Martin St.  
Birmingham, MI 48012-3001

RE: Important Information—Price Changes

Dear Ms. Mynsberge,

At Comcast, we're committed to delivering the entertainment and services that matter most to our customers in Birmingham, as well as exciting experiences they won't find anywhere else. As we continue to invest in our network, products, and services, the cost of doing business rises. Programming fees – the cost associated with carrying the programming our customers demand, especially broadcast television and sports programming – continue to rise each year and are one of our biggest expenses. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting January 1, 2020, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

While some prices may increase, we continue to invest in technology to drive innovation. We work hard to bring our customers great value every day and exciting new developments, including:

- Xfinity Stream app included with Xfinity TV has the most free shows and movies
- Apps like Netflix, Pandora, Amazon, and YouTube integrated on our X1 platform and easily accessed using our Voice Remote
- 163,000+ shows and movies on Xfinity On Demand
- Enhanced control of in-home Wi-Fi with Xfinity xFi
- Advanced security with the Xfinity Wireless Gateway
- The fastest Internet speeds in the country
- 19 million Xfinity WiFi hotspots nationwide

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 734-359-2308.

Sincerely,

Kyle V. Mazurek  
Manager of External Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170

**INFORMATION ONLY**



# Important Information Regarding Xfinity Services and Pricing

Effective January 1, 2020

## **Xfinity TV**

	Current	New
<b>Broadcast TV Fee</b>	\$6.50	\$12.70

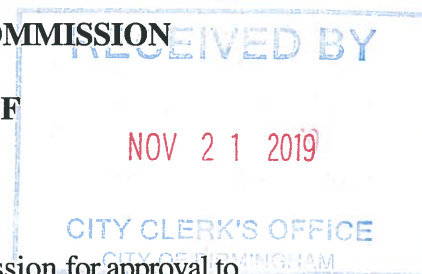
## **Xfinity Internet**

	Current	New
<b>Performance Starter</b>	\$50.00	\$53.00
<b>Performance</b>	\$70.00	\$73.00
<b>Blast!</b>	\$80.00	\$83.00
<b>Extreme</b>	\$90.00	\$93.00
<b>Extreme Pro</b>	\$100.00	\$103.00
<b>Gigabit Speed</b>	\$110.00	\$113.00
<b>xFi Advantage</b>	\$15.00	\$20.00

## **Xfinity Equipment**

	Current	New
<b>Internet/Voice Equipment Rental</b>	\$13.00	\$14.00

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION  
NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
DTE ELECTRIC COMPANY  
CASE NO. U-20527**



- DTE Electric Company requests Michigan Public Service Commission for approval to implement a power supply cost recovery plan for the twelve months, January 1, 2020 through December 31, 2020.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, MI 48226, 313-235-8000 for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company.
- A pre-hearing will be held:

**DATE/TIME:**      **Tuesday, December 10, 2019 at 10:00 AM**

**BEFORE:**        **Administrative Law Judge Sharon Feldman**

**LOCATION:**       Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, Michigan 48917

**PARTICIPATION:**      Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) September 30, 2019 application for authority to implement a Power Supply Cost Recovery (PSCR) plan in its rate schedules for 2020 metered jurisdictional sales of electricity. DTE Electric is seeking Commission approval to include a maximum PSCR Factor of 1.66 mills per kilowatt hour (kWh) in customers' bills for the period January 1, 2020 through December 31, 2020, and approval of the expense associated with DTE Electric's agreements with NEXUS Gas Transmission, to provide firm natural gas transportation for 30,000 Dth per day with an in-service date of October 1, 2018, increasing to 75,000 Dth per day when DTE Electric has commissioned the Blue Water Energy Center (BWEC) natural gas power plant. DTE Electric is also seeking approval of the PSCR expense associated with the voluntary green programs.

**INFORMATION ONLY**

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by December 3, 2019. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Jon P. Christinidis, One Energy Plaza, Detroit, MI 48226.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of DTE Electric Company's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of DTE Electric Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, and R 792.10401 through R 792.10448.