

BIRMINGHAM CITY COMMISSION **AMENDED AGENDA**

MAY 11, 2020

VIRTUAL MEETING

7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk Designee

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

- All city offices remain closed to the public. All departments are accessible via phone and email. Payments may be dropped off using the convenient drop box, located behind City Hall and accessible via the Police Department parking lot off Henrietta Street.
- The City has created a hotline to provide residents with information about City and County COVID-19 resources. Elderly, quarantined and immuno-compromised individuals are encouraged to use the hotline to request assistance with essential functions, and obtaining necessary supplies Call 248-530-1805, Monday through Friday from 8 a.m. – 5 p.m.
- We encourage everyone to sign up for our email distribution system to receive the latest information from the City. You can do this by going to our website and clicking on the box in the lower right corner of your screen to sign up.
- **Update from Chief Clemence on Woodward Avenue.**

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 City Commission regular meeting minutes of April 20, 2020.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated April 22, 2020 in the amount of \$714,607.65.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated April 29, 2020 in the amount of \$231,390.32.
- D. Resolution approving the warrant list, including Automated Clearing House payments, dated May 6, 2020 in the amount of \$197,952.80.
- E. Resolution delegating the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the following duties of the election commission for the August 4, 2020 and November 3, 2020 elections:

- Preparing meeting materials for the election commission, including ballot proofs for approval and a listing of election inspectors for appointment;
 - Contracting for the preparation, printing and delivery of ballots;
 - Providing candidates and the Secretary of State with proof copies of ballots;
 - Providing election supplies and ballot containers; and
 - Preliminary logic and accuracy testing.
- F. Resolution designating Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Birmingham Museum Director Leslie Pielack, and Police Commander Scott Grewe as representatives for Election Commission members Mayor Pierre Boutros, Mayor Pro Tem Therese Longe, and Commissioners Clinton Baller, Rackeline Hoff, Brad Host, Mark Nickita and Stuart Sherman for the purpose of conducting the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes cast at the August 4, 2020 and November 3, 2020 elections.
- G. Resolution opting into Oakland County's Urban County Community Development Block Grant (CDBG) programs for the years 2021, 2022 and 2023. Furthermore, resolving to remain in Oakland County's Urban County Community Development programs, which shall be automatically renewed in successive three-year qualification periods of time, or until such time that it is in the best interest of the City to terminate the Cooperative Agreement.
- H. Resolution approving the purchase of a new 2020 Ford Transit Connect Cargo Van through Gorno Ford through the MiDEAL Contract #071B7700181 extendable purchasing pricing for a total expenditure of \$25,339.00. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.7410.
- I. Resolution setting Monday, June 8, 2020 at 7:30 PM for a public hearing to consider the proposed lot combination of 211 and 227 W. Frank Street.
- J. Resolution approving a request from the Birmingham Bloomfield Art Center to hold Art Birmingham on S. Old Woodward Avenue between Bowers Street and Landon Street on August 22-23, 2020 contingent upon compliance with all permit and insurance requirements, as well as payment of all fees and, further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

V. UNFINISHED BUSINESS

None

VI. NEW BUSINESS

- A. Resolution approving the Obstruction Permit Agreement for Right-of-Way Occupancy by Temporary H Piles and authorizing the Mayor and Clerk to sign on behalf of the City.
- B. Resolution authorize the amended contract agreement with Creative Collaborations, LLC to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed \$45,600, which will be paid from account #101-215.000-811.0000.

- C. Resolution to approve the COVID-19 Economic and Operational Assistance Initiatives and adopt the resolutions for Temporary Outdoor Dining Standards, Temporary Signage Regulations, Temporary Evening Street Closures and Temporary Signage Regulations

OR

To approve the COVID-19 Economic Assistance Initiatives number _____ and COVID 19 Operational Initiatives number _____ and adopt the resolutions for Temporary Outdoor Dining Standards, Temporary Signage Regulations, Temporary Evening Street Closures and Temporary Signage Regulations

- D. Presentation by BSD on COVID-19 Business Relief Initiatives
- E. Resolution to meet in closed session to:
1. Review pending litigation in the matter of Coulston v City of Birmingham pursuant to Section 8(e) of the Open Meetings Act, MCL 15.261 – 15.275,
 2. **AND**
Discuss an Attorney/Client communication pursuant to Section 8(h) of the Open Meetings Act.

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

VII. REMOVED FROM CONSENT AGENDA

VIII. COMMUNICATIONS

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

X. REPORTS

- A. Commissioner Reports
1. Notice of intention to appoint to the Historic District Study Committee and Board of Ethics
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
1. 3rd quarter Budget Report, submitted by Finance Director Gerber
 2. 3rd quarter Investment Report, submitted by Finance Director Gerber
 3. Woodward Avenue report, submitted by Police Chief Clemence

INFORMATION ONLY

XI. ADJOURN

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 MEETING MINUTES

APRIL 20, 2020

VIRTUAL MEETING ON ZOOM

7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, called the virtual meeting to order at 7:30 p.m. with the reciting of the Pledge of Allegiance.

II. ROLL CALL

Alexandria Bingham, City Clerk Designee, called the roll:

PRESENT Mayor Boutros
 Mayor Pro Tem Longe
 Commissioner Baller
 Commissioner Hoff
 Commissioner Host
 Commissioner Nickita
 Commissioner Sherman

ADMINISTRATION City Manager Valentine, Assistant City Manager Gunter, City Attorney Currier, Attorney Camargo, Attorney Kucharek, Planning Director Ecker, Planning Assistant Cowan, Parks & Recreation Manager Laird, IT Manager Brunk, City Clerk Designee Bingham, and Acting City Clerk Arft.

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

04-060-20 ANNOUNCEMENTS

Mayor Boutros made the following announcements:

- The agenda has been amended to include a change order for the NOW Parking Structure.
- All city offices remain closed to the public. All departments are accessible via phone and email. Payments may be dropped off using the convenient drop box, located behind City Hall and accessible via the Police Department parking lot off Henrietta Street.
- The City has created a hotline to provide residents with information about City and County COVID resources. Elderly, quarantined and immuno-compromised individuals are encouraged to use the hotline to request assistance with essential functions, and obtaining necessary supplies Call 248-530-1805, Monday through Friday from 8 a.m. – 5 p.m.
- We encourage everyone to sign up for our email distribution system to receive the latest information from the City. You can do this by going to our website and clicking on the box in the lower right corner of your screen to sign up.
- The Baldwin Public Library is now offering four weekly virtual story times for children from birth to second grade. Watch these story times online at www.baldwinlib.org/storytime.

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.

04-061-20

APPROVAL OF CONSENT AGENDA

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Hoff:
To approve the Consent Agenda as presented.

ROLL CALL VOTE: Ayes, Commissioner Nickita
Commissioner Hoff
Mayor Pro Tem Longe
Commissioner Baller
Commissioner Host
Commissioner Sherman
Mayor Boutros
Nays, None

- A. Resolution approving the City Commission regular meeting minutes of April 6, 2020.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated April 8, 2020 in the amount of \$268,794.33.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated April 15, 2020 in the amount of \$264,361.36.
- D. Resolution authorizing the City Manager to sign the Service Order form initiating the purchase of an 200mb internet connection from Crown Castle Fiber for a term of 36 months with a monthly payment of \$643.00 contract total of \$23,148.00. Funds are available in the IT connectivity fund 636-228.000-933.0700.

V. UNFINISHED BUSINESS

04-062-20

PUBLIC HEARING TO CONSIDER THE PROPOSED LOT COMBINATION OF 1680 S. BATES STREET & 1698 S. BATES STREET

Planning Director Ecker presented this item.

She and City Attorney Currier worked up an agreement with the property owners that would attach conditions to the proposed lot combination as discussed at the City Commission meeting on April 6, 2020.

Mayor Boutros asked Attorney Currier to elaborate on Chapter 102, Section 84 of the City Code that regulates accessory structures and usages and how it is relevant to the proposed lot combination.

Attorney Currier expressed that the homeowners are allowed to have an accessory structure and types of usages are governed by the zoning ordinance, which is separate from the City Code. He went on to say the property owners have acknowledged the conditions set forth by the commission and have signed the agreement.

Commissioner Host asked Attorney Currier had there ever been a lot combination allowed with a lot of caveats.

Attorney Currier recalled an instance where there was a triple lot combination requested and approved that resulted in a very large footprint on the property; it was prior to the zoning change. However, he did not recall a time when an agreement between the City and property owner existed concerning a lot combination.

Commissioner Hoff asked about the minimum requirements for side setbacks.

Planning Director Ecker detailed that there are two separate requirements for setbacks. One is a side setback, which simply cannot be less than five (5) feet; the second is a restriction in the zoning ordinance that dictates distance between primary structures that is fourteen (14) feet.

Commissioner Hoff asked if the rear setback was realistic, because there is a garage on the property. She further pointed out that the request does not meet one of the requirements for a lot combination and asked Director Ecker to explain.

Director Ecker explained that it is realistic because the setback measurement is from the primary structure. It is a detached garage as opposed to an attached garage. She also agreed that the proposal appears to be slightly over and explained that the previous owners of the second lot purchased additional land over the original platted lot expanding their lot size.

Commissioner Baller asked how the COVID pandemic has affected the timing of this project. He also asked if anyone had calculated the taxable value of the combined lots.

Attorney Currier expressed that timing would depend on when the Governor lifts restrictions on residential construction.

Mrs. Pearce expressed that there would be an increase based on the improvements proposed for the lot and not on the property itself.

Commissioner Baller further expressed concern about moving on this item because time was of essence. He wants to have a solution for property owners requesting lot combinations and wonders if the commission, as a body, is moving toward a solution.

City Manager Valentine explained that based on prior discussions the commission decided that the City should not take a one-size fits all approach to this issue, it should be handled on a case-by-case basis.

Attorney Currier confirmed that based on previous lot combinations, the decision should be done on a case-by-case basis.

Commissioner Baller asked is the agreement solid, or would the City be exposed to risk in the future.

Attorney Currier expressed that in his opinion, it is a good solid agreement and supported by the current zoning ordinance.

Commissioner Hoff asked what affect this would have on others who become aware of this approval and want to combine lots, and how would it be handled.

Attorney Currier reiterated that the city commission must approve all lot combos.

Public Comment

David Bloom, 1591 Stanley Street, is concerned about the City approving this proposal due to discussion in the past that addressed availability of affordable housing in the city. He further expressed, that it is his feeling, that taxes should be assessed on two fully developed lots if the suggested resolution is approved.

Mrs. Pearce, 1698 Bates, expressed gratitude to the commission and staff for their consideration and work on this proposal. She reiterated that it is not their intention to build an oversized structure on the site. She also mentioned that there are 25 letters of support from their neighbors.

Commissioner Nickita commented on the current lot combination ordinance and expressed that it needs work. He went on to say that a thoughtful amendment is needed to strengthen the City's position in deciding whether or not to approve future lot combinations. Commissioner Nickita agreed that this has been carefully reviewed and in the moment appears to be a good solution for the circumstance before this body and supports the suggested resolution.

Mayor Boutros closed the public hearing.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Sherman

To approve the suggested resolution to approve an agreement between the City and Mr. and Mrs. Pearce to approve the lot combination of 1680 & 1698 S. Bates with conditions to limit the size and placement of future building(s).

Commissioner Hoff agreed with Commissioner Nickita that an ordinance revision is needed so that consistent standards are in place moving forward. She went on to say that she supports what the Pearce family is attempting but is concerned with what other residents will present in request for lot combinations in the future.

Commissioner Baller expressed support in revising the ordinance governing lot combinations.

Mayor Pro Tem Longe expressed her support reluctantly because she prefers to revise the ordinance to allow a property owner to have accessory uses on a lot without forcing a lot combination. While the current agreement shows that the city is being flexible, Mayor Pro Tem Longe does not agree that it is the best solution.

Commissioner Host agreed with the other commissioners that the ordinance is the problem.

Commissioner Sherman reminded everyone that the ordinance was developed into its existing state to address large structures built on combined lots. It is now evident that there is still work that needs to be done to the ordinance.

Mayor Boutros acknowledged that this is a unique circumstance and a tough decision to make. He went on to express his comfort with supporting this reasonable request; and thanked Mrs. Pearce for her persistence.

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

Nays, None

VI. NEW BUSINESS

04-063-20

RESOLUTION DIRECTING THE EM BISTRO APPLICATION TO THE PLANNING BOARD FOR FULL SITE PLAN AND DESIGN REVIEW AND SPECIAL LAND USE PERMIT REVIEW.

Director Ecker presented this item and explained the Bistro application process.

Mr. and Mrs. Bongiovanni, 583 N Old Woodward, came forward to present the concept for the restaurant.

Mayor Boutros redirected the applicants to speak specifically about the Bistro, menu items, hours, date opening, price, and ambiance.

The details are as follows:

- Authentic Mexican Cuisine
- Rustic, cozy, and casual environment
- Outdoor dining
- Traditional tacos
- Fresh fish dishes
- Craveable items
- Moderately priced
- Twists to the menu.

Mayor Boutros thanked the applicants for his enthusiastic presentation and his resilience to grow his business in this pandemic environment.

Commissioner Hoff asked if the market would still be on the corner. She also pointed out that the bistro is adjacent to another bistro they currently operate and asked what makes them separate.

The applicant responded yes the market would remain on the corner and a wall separates the two establishments.

Commissioner Nickita pointed out that the applicant does not own the building and asked has the owner approved the proposed enhancements to the building façade, and will the salon remain on the second level.

Mr. Bongiovanni expressed that they are still in the process of acquiring approval from the owner and to his knowledge the salon would remain.

Commissioner Baller commented that the applicant is creating quite a restaurant dynasty in town, and asked if a superlative interior design could be expected.

Mr. Bongiovanni expressed that his family is committed to the area and flexible to accommodate the changing demographic of their guest.

Commissioner Sherman asked how does the new bistro compare to Owl; is it more upscale. The applicant responded that it is very different from Owl and it would be a new concept for Birmingham (seaside Mexican with a Middle Eastern component) with a price point of \$\$.

Mayor Boutros expressed that he did not favor the location and wishes that they would have selected a site further south or north of the current spot because bistros are designed to activate a street. He went on to say that in these are unprecedented times, and asked if there was any hesitation with the possible economic depression before us.

Mr. Bongiovanni stated that he and his wife believe in the city and their guests. He went on to say that he is confident that there will be a normal again and he is committed to North Old Woodward and is looking forward to bringing vibrancy to the area.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To approve the suggested resolution directing the EM bistro application to the Planning Board for full site plan and design review and Special Land Use Permit review.

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

Nays, None

04-064-20 RESOLUTION APPROVING THE AMENDMENT TO THE BEVERLY HILLS RACQUET CLUB AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN ON BEHALF OF THE CITY.

City Manager Valentine presented this item.

Commissioner Hoff asked if the agreed upon arrangement would be affordable for 24 months. She went on to ask Mr. Stassen to explain the request for an extension to improve the courts.

Mr. Jeff Stassen, Beverly Hills Racquet Club, expressed that they are confident that once the restrictions relative to COVID are lifted, the operations would rebound. He also noted that he would need to get the business running again before he would be able to do the preplanned resurfacing project, which has been delayed due to COVID.

Commissioner Hoff pointed out that the racquet club provides a valuable service to the City and she is in support of this resolution.

Commissioner Baller commented that in agreeing to this arrangement, the City is being a good property owner; he asked are there any other tenants that need the same type of arrangement.

City Manager Valentine had not received request like this from other tenants.

Commissioner Sherman led the discussion on refurbishing the courts.

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe;
To support the suggested resolution to approve the amendment to the Beverly Hills Racquet Club and authorizing the Mayor and City Clerk to sign on behalf of the City.

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

Nays, None

04-065-20

RESOLUTION AUTHORIZING THE AMENDMENT TO THE EXISTING AGREEMENT WITH DRV CONTRACTORS DATED FEBRUARY 1, 2020 TO CONDUCT THE EDGE SLAB REPAIR FOR AN AMOUNT NOT TO EXCEED \$148, 000.

Assistant City Manager Gunter presented this item.

Commissioner Host asked for clarification surrounding the cost of this amendment. Assistant City Manager Gunter clarified the cost.

Question from Commissioner Hoff noted that the top two floors appear to be level, but the third floor does not appear to be level.

Derek Vetor, DRV, explained that the floors are not level because they are ramps.

Commissioner Baller led a discussion about the aesthetics of the repairs and the NOW property with respect to the Master Plan.

Mayor Pro Tem Long expressed that she would like to see cable design drawings, and supports using the gift of low occupancy to complete the needed repairs.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman; To authorize the amendment to the existing agreement with DRV Contractors dated February 1, 2020 to conduct the edge slab repair for an amount not to exceed \$148, 370.

Commissioner Nickita expressed concerns about additional amendments in the future. He asked would the consultant conduct a thorough review, and provide a total cost estimate to address safety first. Commissioner Nickita further noted that he does not want to allocate funds to a decaying structure.

Assistant City Manager Gunter confirmed that the consultant is in the process of performing structural assessments on each garage. She affirmed that she could have feedback in a month.

Commissioner Host pointed out that the July 5, 2019 engineering study of the structure noted considerable neglect and approximately \$6.3 million behind in regular scheduled maintenance. He asked what was wrong with the study and was something missed.

Assistant City Manager Gunter explained that the July 5, 2019 study was a preliminary visual observation of the deck; the contractor is not working on a structural assessment.

Public Comment

David Bloom, Stanley St., expressed that as bad as the situation is, the City is in a better position now than it would have been if the 2019 Bond had passed, given the current COVID environment.

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

Nays, None

City Manager Valentine spoke briefly confirming a conversation with Assistant City Manager Gunter about the status of the structures. To clarify the process, he pointed out that they do not know all of the answers yet. As work is being done, significant components that need to be addressed are being addressed. If additional work is needed, the administration will come back to this body for subsequent discussions.

04-066-20 RESOLUTION TO MEET IN CLOSED SESSION

Attorney Currier advised that there might be action taken after the session.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To meet in closed session.

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

Nays, None

VII. REMOVED FROM CONSENT AGENDA
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VIII. COMMUNICATIONS

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

David Bloom asked would it be possible to go back to the maple road project, possibly saving money during this economic downturn. He went on to ask why the public comment section was moved back to the end of the agenda.

Mayor Boutros advised Mr. Bloom that the trial period expired, and is now suspended. The commission will review the process again when things return to normal.

City Manager Valentine offered the following:

- The commission authorized the relocation to the beginning of the agenda for a three-month trial period that ended in April. Public comment reverted to its prior location.
- The Maple Road contract has been awarded and issued; it is a binding contract with MDOT.

X. REPORTS

A. Commissioner Reports

1. Notice of Intention to Appoint to the Martha Baldwin Park Board

B. Commissioner Comments

- Commissioner Hoff reminded everyone about the Birmingham senior residents File of Life magnetic folders (for the refrigerator) that holds the medical history of individuals. In light of the COVID virus, Chief Wells reordered the folders and they are available for anyone by contacting the fire department at their non-

emergency number (248) 530-1900. They are also available through the police department and clerk's office.

- Commissioner Host expressed that the Ad Hoc Unimproved road committee is essential and urged the administration to bring back the meetings even if they are held virtually. He closed by complimenting the City Manager and Assistant City Manager for their persistence in scheduling Lakeview for improvement. Improving unimproved roads are critical to everyone affected and is very important. He further suggested that 2040 plan be postponed and officially announced to the public that it is postponed.
- City Manager Valentine affirmed that the plan would resume when the Governor allows the public to engage again.
- Commissioner Baller pointed out that David Blooms point might have been missed because typically after a trial there is an evaluation to consider if there would be a permanent change. That did not happen and thus his comments. Secondly, the deferral of lease payments was a gratifying moment for him. He is excited about the measures that the City may be taking to assist businesses and other in Birmingham in the environments of COVID, post-COVID, or post-lockdown.
- City Manager Valentine expressed that he is looking forward to coming back with proposed recommendations relative to ways to help the business community post-COVID. Staff are already looking at opportunities to make the transition easier for everyone. He raised caution that there has to be vetting through ordinance language and charter provisions to insure compliance.
- Mayor Boutros commented that as he promised per suggestions the facilitator led workshops would begin. The first workshop would be in advance of the next commission meeting.
 - He also asked everyone watching to be responsible and compassionate in your actions over the next several weeks. While it is difficult for everyone, it is very important.
 - He went on to ask that you do not let this define who you are. By working together, the great community will rebound.
 - He thanked everyone for tuning in and advised everyone to stay healthy.

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

INFORMATION ONLY

Recessed to Closed Session at 10:12 p.m.

Returned to Open Session at 11:15 p.m.

**04-067-20 RESOLUTION TO EXECUTE SETTLEMENT AGREEMENT AND
EASEMENT AGREEMENT**

Attorney Currier presented this item.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
For approval to execute the settlement agreement and easement agreement with respect to the
Toroyan lawsuit and giving the Mayor the authority to sign both.

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

 Nays, None

XI. ADJOURN

Mayor Boutros adjourned the meeting at 11:17 p.m.

Alexandria Bingham, City Clerk Designee
/vc

City of Birmingham
Warrant List Dated 04/22/2020

Meeting of 05/11/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
272993	*	008649	ROBERT ABRAHAM JR.	262.11
272995		000167	ANDERSON ECKSTEIN WESTRICK INC	1,400.00
272996		000500	ARTECH PRINTING INC	120.00
272997		008988	ASTI ENVIRONMENTAL	95.00
272998	*	006759	AT&T	268.01
272999		006316	BAHL & GAYNOR, INC	6,470.14
273001		008036	BERMUDA SANDS	1,885.80
273002	*	002231	BILLINGS LAWN EQUIPMENT INC.	24.41
273003		000524	BIRMINGHAM LOCKSMITH	148.95
273005	*	MISC	BLUE CROSS BLUE SHIELD	211.45
273006		003526	BOUND TREE MEDICAL, LLC	3,078.03
273007		006257	C.S. MCKEE LP	2,849.35
273010	*	009137	CGS, INC	1,445.00
273011		008306	CHARTER TOWNSHIP OF BLOOMFIELD	342.80
273012		000605	CINTAS CORPORATION	13.89
273013	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,363.11
273014	*	000627	CONSUMERS ENERGY	971.08
273015		003923	CUMMINS BRIDGEWAY LLC	540.91
273016		009130	DOG WASTE DEPOT	366.30
273017	*	006700	DRV CONTRACTORS, LLC	144,945.50
273018		005322	DTE ENERGY COMPANY	67,223.72
273019	*	007538	EGANIX, INC.	2,515.00
273021		MISC	GAZZOLO, PAUL	98.74
273022		006384	GEOGRAPHIC INFORMATION SERVICES, IN	436.87
273023		008293	GRAINGER	2,075.00
273024	*	008007	GREAT LAKES WATER AUTHORITY	7,621.90
273025		000249	GUARDIAN ALARM	165.00
273027	*	000344	J.T. EXPRESS, LTD.	2,402.29
273028		008564	JERRY'S TIRE INC	922.98
273029		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	477.04
273030	*	004085	KONE INC	5,518.24
273031	*	000362	KROGER COMPANY	172.49
273032	*	008913	LIFE LINE EMERGENCY VEHICLES	258,700.00
273033	*	008763	MARYKO HOSPITALITY, LLC	7,500.00
273034	*	007765	MICHIGAN INDEPENDENT DOOR CO.	193.50
273035		001228	STATE OF MICHIGAN-BOILERS	250.00
273037		005898	MIGCSA	100.00
273038		007755	NETWORK SERVICES COMPANY	0.24
273039	*	000481	OFFICE DEPOT INC	57.34
273041		002518	PITNEY BOWES INC	234.17
273042	*	001132	PRIMO'S PIZZA	495.84
273043	*	006729	QUENCH USA INC	120.00

City of Birmingham
Warrant List Dated 04/22/2020

Meeting of 05/11/2020

Check Number	Early Release	Vendor #	Vendor	Amount
273044	*	002806	SAM'S CLUB/SYNCHRONY BANK	437.69
273045	*	003483	SHERWIN WILLIAMS COMPANY	308.74
273046	*	000256	SUBURBAN BUICK GMC INC	1,237.86
273047		007586	TELEFLEX LLC	388.40
273048	*	000275	TIRE WHOLESALERS CO INC	27.96
273049		008941	UPTOWN MARKET OF BIRMINGHAM	20.92
273050		009177	VANDYKE HORN PUBLIC RELATIONS LLC	7,000.00
273051	*	000158	VERIZON WIRELESS	165.12
273052		007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	9,604.50
273053	*	003890	LAUREN WOOD	525.00
273054	*	000309	ZEP SALES AND SERVICE	195.98
SUBTOTAL PAPER CHECK				\$543,994.37
<u>ACH TRANSACTION</u>				
2310	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	89,728.93
2312	*	000518	BELL EQUIPMENT COMPANY	893.84
2313		003633	CLARKE MOSQUITO CONTROL PRODUCT INC	5,328.62
2314	*	008044	CLUB PROPHET	1,115.00
2315	*	001035	DOUGLASS SAFETY SYSTEMS LLC	71.00
2316		009139	DUBOIS CHEMICALS INC	232.00
2317	*	001077	DUNCAN PARKING TECH INC	1,000.00
2318	*	000186	JACK DOHENY COMPANIES INC	1,529.96
2319	*	003458	JOE'S AUTO PARTS, INC.	1,175.70
2321	*	005550	LEE & ASSOCIATES CO., INC.	1,769.29
2322	*	006359	NYE UNIFORM COMPANY	952.00
2323	*	003554	RKA PETROLEUM	768.05
2324	*	000254	SOCRRA	65,978.00
2325	*	005787	SOUTHEASTERN EQUIPMENT CO. INC	70.89
SUBTOTAL ACH TRANSACTION				\$170,613.28
GRAND TOTAL				\$714,607.65

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 04/29/2020

Meeting of 05/11/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
273055	*	008649	ROBERT ABRAHAM JR.	57.43
273056	*	MISC	ALLIANCE TITLE	152.29
273057	*	006759	AT&T	295.20
273058	*	007216	AT&T	87.34
273059		003526	BOUND TREE MEDICAL, LLC	1,752.20
273060		009078	CANON SOLUTIONS AMERICA INC	163.20
273061	*	000444	CDW GOVERNMENT INC	1,270.92
273062		009188	CENTURY FLOORSPACE	540.00
273063		009188	CENTURY FLOORSPACE	270.00
273064		009122	CLAIRE CHUNG	543.75
273065	*	007710	CINTAS CORP	263.51
273066		009187	CLEARVIEW CAPTIONING LLC	1,267.50
273067	*	007496	GRAND TRUNK WESTERN	5,085.50
273068	*	008955	COMCAST	400.65
273069		000621	COMSOURCE INC	55.50
273070	*	000627	CONSUMERS ENERGY	5,720.92
273071	*	001367	CONTRACTORS CONNECTION INC	640.25
273072		008512	COOL THREADS EMBROIDERY	1,825.91
273074	*	004386	CYNERGY PRODUCTS	2,500.00
273077	*	000180	DTE ENERGY	51,305.05
273078	*	000179	DTE ENERGY	224.00
273079	*	000179	DTE ENERGY	128.26
273080	*	000179	DTE ENERGY	457.34
273081	*	000179	DTE ENERGY	15.80
273082	*	000179	DTE ENERGY	14.59
273083	*	000179	DTE ENERGY	38.58
273084	*	000179	DTE ENERGY	1,893.53
273085	*	000179	DTE ENERGY	52.21
273086	*	000179	DTE ENERGY	3,717.27
273087	*	000179	DTE ENERGY	4,751.29
273088	*	000179	DTE ENERGY	1,257.34
273089	*	000179	DTE ENERGY	5,105.68
273090	*	000179	DTE ENERGY	177.27
273091	*	000179	DTE ENERGY	32.06
273092	*	000179	DTE ENERGY	1,753.25
273093	*	000179	DTE ENERGY	49.52
273095		008131	FINISHMASTER	369.40
273096	*	008131	FINISHMASTER INC	636.60
273097	*	007172	GARY KNUREK INC	163.00
273098	*	002532	GOLLING CHRYSLER JEEP DODGE INC	624.42
273099		008293	GRAINGER	2,840.00
273101	*	001447	HALT FIRE INC	71.56

City of Birmingham
Warrant List Dated 04/29/2020

Meeting of 05/11/2020

Check Number	Early Release	Vendor #	Vendor	Amount
273102	*	000362	KROGER COMPANY	176.81
273103	*	005116	MADISON HEIGHTS FIRE DEPT	1,054.32
273104		001417	MAJIK GRAPHICS INC	85.00
273105	*	009085	MGSE SECURITY LLC	380.00
273106	*	000230	MIKE SAVOIE CHEVROLET INC	830.20
273107		007755	NETWORK SERVICES COMPANY	1,491.67
273108	*	003567	NFPA	300.00
273109		MISC	NU PIPE LLC	914.78
273110	*	003461	OBSERVER & ECCENTRIC	517.66
273112	*	000481	OFFICE DEPOT INC	793.86
273114		MISC	PROFESSIONAL RENOVATIONS SVS,	100.00
273115	*	007797	QUADIENT LEASING USA, INC.	422.64
273116	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
273117		006130	RESCUE RESPONSE GEAR INC	231.52
273118	*	000218	ROYAL OAK P.D.Q. LLC	74.00
273119		MISC	THORNTON & GROOMS INC.	3.61
273120	*	000158	VERIZON WIRELESS	1,993.35
273121	*	000158	VERIZON WIRELESS	1,006.18
273122	*	000158	VERIZON WIRELESS	126.51
273123	*	000158	VERIZON WIRELESS	458.28
273125		001490	WEST SHORE FIRE INC	3,368.08
273126	*	005794	WINDSTREAM	819.58
273127	*	009128	WITMER PUBLIC SAFETY GROUP INC	1,000.70
SUBTOTAL PAPER CHECK				\$114,748.69

ACH TRANSACTION

2328	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	21,429.15
2330	*	000518	BELL EQUIPMENT COMPANY	76,220.47
2331	*	007345	BEVERLY HILLS ACE	17.75
2332	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	435.25
2333	*	009181	DELTA TEMP SERVICES INC	208.50
2334	*	000565	DORNBOS SIGN & SAFETY INC	2,618.65
2335	*	000207	EZELL SUPPLY CORPORATION	631.28
2336	*	002407	J & B MEDICAL SUPPLY	616.81
2337	*	002576	JAX KAR WASH	108.00
2338	*	003458	JOE'S AUTO PARTS, INC.	388.09
2339		005550	LEE & ASSOCIATES CO., INC.	2,920.00
2341		000897	PRINTING SYSTEMS INC	1,943.24
2342	*	001062	QUALITY COACH COLLISION	5,876.40
2343	*	001181	ROSE PEST SOLUTIONS	89.00
2344	*	006832	SAFEWARE INC.	3,139.04
SUBTOTAL ACH TRANSACTION				\$116,641.63

City of Birmingham
Warrant List Dated 04/29/2020

Meeting of 05/11/2020

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$231,390.32

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 05/06/2020

Meeting of 05/11/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
273128	*	007266	AETNA BEHAVIORAL HEALTH LLC	457.47
273129		000500	ARTECH PRINTING INC	105.00
273130	*	006759	AT&T	1,924.73
273131	*	006759	AT&T	319.11
273132	*	004027	AUTOMATED BENEFIT SVCS INC	6,594.50
273133		003526	BOUND TREE MEDICAL, LLC	4,017.44
273134	*	MISC	BRENDAN MCGAUGHEY	98.00
273135		MISC	BRUTTELL ROOFING INC	100.00
273136	*	006177	BULLSEYE TELECOM INC	125.14
273137	*	000444	CDW GOVERNMENT INC	348.59
273138		000605	CINTAS CORPORATION	13.89
273139		009187	CLEARVIEW CAPTIONING LLC	627.50
273140	*	004026	COFINITY	1,503.00
273141	*	008955	COMCAST	491.99
273142	*	007774	COMCAST BUSINESS	1,233.96
273143		000979	COMERICA BANK	17,147.80
273144	*	000177	DELWOOD SUPPLY	34.29
273145	*	006907	DENTEMAX, LLC	148.50
273146		008641	DINGES FIRE COMPANY	374.69
273147		002375	DUANY PLATER-ZYBERK & CO.	6,134.10
273148	*	007538	EGANIX, INC.	1,795.00
273149		MISC	ELMWOOD CEMETERY	11,760.00
273150	*	009100	ENZO WATER SERVICE	210.00
273151		008161	FIERA CAPITAL INC	5,860.01
273152		001836	HISTORICAL SOCIETY OF MICHIGAN	65.00
273153	*	001956	HOME DEPOT CREDIT SERVICES	4,906.78
273154		000331	HUBBELL ROTH & CLARK INC	1,500.00
273155	*	000948	HYDROCORP	1,315.00
273156	*	000362	KROGER COMPANY	241.03
273157		002635	LAZARD ASSET MANAGEMENT LLC	9,351.48
273158	*	000972	MCKESSON MEDICAL-SURGICAL	93.98
273159		MISC	MELISSA RUSH	100.00
273160		008793	MERGE MOBILE, INC.	73.00
273161		009085	MGSE SECURITY LLC	580.00
273162	*	006952	MITCHELL1	2,400.00
273164		004876	NATIONAL LEAGUE OF CITIES	1,953.00
273165	*	007755	NETWORK SERVICES COMPANY	719.44
273166	*	000477	OAKLAND COUNTY	2,726.32
273167	*	004370	OCCUPATIONAL HEALTH CENTERS	234.00
273168	*	000481	OFFICE DEPOT INC	571.54
273169	*	000801	POSTMASTER	1,559.62
273170		007658	PRIORITY DISPATCH	147.00

City of Birmingham
Warrant List Dated 05/06/2020

Meeting of 05/11/2020

Check Number	Early Release	Vendor #	Vendor	Amount
273171	*	007797	QUADIENT LEASING USA, INC.	422.64
273172		009009	SIGNATURE CLEANING LLC	6,404.00
273174		004544	STRYKER SALES CORPORATION	17,222.13
273175	*	008507	SUPERFLEET MASTERCARD PROGRAM	36.42
273176	*	000275	TIRE WHOLESALERS CO INC	351.48
273177		008159	TORTOISE CREDIT STRATEGIES, LLC	9,209.33
273178	*	000158	VERIZON WIRELESS	50.84
273180	*	000158	VERIZON WIRELESS	451.71
273181	*	000158	VERIZON WIRELESS	152.52
273182	*	000158	VERIZON WIRELESS	1,421.00
273183		006762	WATCHGUARD VIDEO	1,395.00
273184	*	000301	PAUL WELLS	215.92
273185		001490	WEST SHORE FIRE INC	2,245.97
273186		009128	WITMER PUBLIC SAFETY GROUP INC	1,848.85
273187	*	008391	XEROX CORPORATION	1,355.29
273188	*	000309	ZEP SALES AND SERVICE	221.20
273189		009185	ZOOM VIDEO COMMUNICATIONS INC	424.85
273190	*	009185	ZOOM VIDEO COMMUNICATIONS INC	424.85
SUBTOTAL PAPER CHECK				\$133,815.90

ACH TRANSACTION

2346	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	5,081.67
2348	*	007345	BEVERLY HILLS ACE	23.02
2349		003633	CLARKE MOSQUITO CONTROL PRODUCT INC	5,328.62
2350	*	004232	DEARBORN LITHOGRAPH INC	3,069.00
2351	*	009181	DELTA TEMP SERVICES INC	381.50
2352	*	000565	DORNBOS SIGN & SAFETY INC	441.55
2353	*	008851	INSIGHT INVESTMENT	5,048.72
2354	*	000261	J.H. HART URBAN FORESTRY	5,662.75
2355	*	003458	JOE'S AUTO PARTS, INC.	47.33
2356	*	000891	KELLER THOMA	1,402.50
2357	*	007856	NEXT	26,986.00
2359		001062	QUALITY COACH COLLISION	2,810.00
2359	*	001062	QUALITY COACH COLLISION	2,735.20
2360	*	003554	RKA PETROLEUM	3,007.27
2361	*	002037	TOTAL ARMORED CAR SERVICE, INC.	736.27
2362	*	004320	TRI-COUNTY POWER RODDING, INC	260.00
2363	*	000969	VIGILANTE SECURITY INC	705.00
2364	*	006359	NYE UNIFORM COMPANY	410.50
SUBTOTAL ACH TRANSACTION				\$64,136.90

City of Birmingham
Warrant List Dated 05/06/2020

Meeting of 05/11/2020

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$197,952.80

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

Clerk's Office

DATE: April 20, 2020

TO: Joseph A. Valentine, City Manager

FROM: Cheryl Arft, Acting City Clerk
Alexandria Bingham, Clerk Designee

SUBJECT: Election Commission Delegation of Duties for August 4, 2020 and November 3, 2020 Elections to City Clerk and Authorized Assistants

INTRODUCTION:

The City Commission, per the Birmingham City Charter, functions as the City's Election Commission. Pursuant to State law, the Election Commission is responsible for conducting certain election duties. The law allows the Election Commission to delegate certain of those duties to the City Clerk and her authorized assistants.

BACKGROUND:

The Birmingham City Charter names the City Commission as the Election Commission:

Chapter IV. – Registrations, Nominations and Elections

Section 22. - [Election commission.]

The city commission shall constitute the election commission for the city and shall perform all of the duties required of the city election commissions by the general laws of the state. It shall appoint the inspectors of election and fix their compensation.

The Election Officials' Manual of the Michigan Bureau of Elections (BOE) cites the duties of a city election commission and draws distinctions between those which must be conducted by the election commission and those which may be delegated to the City Clerk and her authorized assistants. The BOE recommends that the election commission document the delegation of its duties.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

It is recommended that the Birmingham City Commission, acting as the Election Commission, delegate to the City Clerk and her authorized assistants certain election duties as allowed by the Michigan BOE and State law.

ATTACHMENTS:

Excerpt from the Election Officials' Manual of the Michigan Bureau of Elections listing duties that may be delegated.

SUGGESTED RESOLUTION:

To delegate to the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the following duties of the election commission for the August 4, 2020 and November 3, 2020 elections:

- Preparing meeting materials for the election commission, including ballot proofs for approval and a listing of election inspectors for appointment;
- Contracting for the preparation, printing and delivery of ballots;
- Providing candidates and the Secretary of State with proof copies of ballots;
- Providing election supplies and ballot containers; and
- Preliminary logic and accuracy testing.

CITY AND TOWNSHIP ELECTION COMMISSIONS:

City	Township	Charter Township
<ul style="list-style-type: none">• Clerk• Attorney• Assessor	<ul style="list-style-type: none">• Clerk• Supervisor• Treasurer	<ul style="list-style-type: none">• Clerk• Two Trustees Appointed by the Township Board

Note: The chart above outlines the composition of the local election commissions based on your jurisdiction's form of government. The only exception to the composition of the local election commission must be provided by a city charter.

City and Township Election Commission members are responsible for the following:

- Establishing precincts, including temporary precinct consolidations for non-State/ Federal elections;
- Establishing Absent Voter Counting Boards (AVCBs);
- Assessing voting equipment needs;
- Performing logic and accuracy testing for voting equipment. **NOTE:** Even if the county performs the programming for the local jurisdictions, it is still the responsibility of the local election commission to conduct pre-election logic and accuracy testing for their voting equipment prior to each election. Preliminary testing may be delegated to the local clerk; however, public accuracy testing must be conducted by the election commission or each members' designated representative.
- Authorizing the printing and provision of ballots for use in city, township, village and certain school district elections;
- Providing election supplies (including forms and ballot containers);
- Appointing precinct inspectors prior to each election, including AVCB members, Receiving Board members, precinct chairpersons and alternates; note that certified election inspectors must be appointed at least 21 days prior to the election and no more than 40 days prior to each election;
- Notifying major political parties of the appointment of election inspectors in federal and state elections; and
- Carrying out other election related duties for their respective jurisdictions.

Election Commission Responsibilities that should be handled via an Open Meeting by Election

Commission Members:

- Approving of ballots
- Appointing precinct inspectors
- Public Accuracy Test
- Precinct Changes / Consolidations
- Adoption of resolution outlining delegated duties

Election Commission Duties that may be delegated to the Local Clerk or authorized assistant

(note: Delegated duties should be documented via resolution):

- Preparing meeting materials for the Election Commission (ballots proof for approval, list of election inspectors for appointment, etc.)
- Preparing, printing and delivering ballots
- Providing candidates and the Secretary of State with proof copies of ballots
- Providing notice to voters in the case of precinct changes/consolidations
- Providing election supplies and ballot containers
- Preliminary logic and accuracy testing
- Notifying major political parties of certified precinct Inspector appointments (federal and state elections only)

SCHOOL ELECTION COORDINATING COMMITTEE: Every school district has a School Election Coordinating Committee responsible for determining the details of how special school elections will be administered. The School Election Coordinating Committee is composed of a school election coordinator, the secretary of the school board and the clerks of all jurisdictions covered by the school district. For a school district wholly contained within a single jurisdiction, that clerk is the school election coordinator. In a school district that crosses jurisdiction lines the county clerk is the coordinator.

TYPES OF ELECTIONS

There are several types of elections conducted in Michigan. The following is an overview of the various types.

CHAPTER 9 ELECTION BALLOTS

TABLE CONTENTS

Ballot Proofing and Michigan Ballot Production Standards	1
Candidate Name Rotations	3
Office Order	4
Partisan Ballot	5
Nonpartisan Ballot	6

BALLOT PROOFING AND MICHIGAN BALLOT PRODUCTION STANDARDS: All ballots

must be prepared in conformance with Michigan's Ballots Production Standards. Adherence to the standards is compulsory for all election officials and vendors. A copy of the standards can be found on the Bureau of Elections website at www.michigan.gov/elections; under "Information for Election Administrators".

Election ballots must always be carefully proofed to ensure that 1) they conform to all required legal and technical standards and 2) they are free of errors and omissions. The importance of ballot proofing cannot be over emphasized!

County Election Commission's Responsibilities: Ballots prepared for use at federal, state and countywide elections and certain school district elections are printed by the authority of the County Election Commission.

Local Election Commission's Responsibilities: Ballots prepared for use at city, township, village and certain school district elections are printed by the authority of the City, Township or County Election Commission.

Before the ballots are printed, the printer returns copies of the ballots to the appropriate Election Commission. The Commission is responsible for checking the various proof ballots to make sure that they are free of errors and omissions. A comprehensive check should include a careful review of the following:

- Ensure all office, candidates, and proposals are included
- Verify proper splits within a precinct
- Ballot heading including: 1) OFFICIAL BALLOT 2) election type 3) election date 4) county name, state 5) jurisdiction name and 6) precinct number
- Section headers – e.g.: PARTISAN SECTION, NONPARTISAN SECTION and PROPOSAL SECTION
- Office and proposal divisions – e.g.: STATE, COUNTY, CITY, TOWNSHIP
- Office titles – e.g.: CLERK, TREASURER, TRUSTEE
- Number to be elected – e.g.: Vote for not more than 1
- Placement of candidate names; form and spelling of candidate names; candidate name rotations; placement of special ballot designations
- Presentation and wording of ballot proposals

Proofing ballots is a tedious and time-consuming task – but the problems and embarrassment a complete proofing job can save on Election Day makes the task well worth the effort. If the Commission delegates ballot proofing to members of the clerk's staff, the task should be assigned to those in the office with the best eye for detail.

Responsibilities of Candidates and Department of State: Immediately after the proof ballots are delivered to the Election Commission, they forward the proofs to the Department of State's Bureau of Elections in Lansing for approval. The Commission also sends each candidate a proof ballot which lists the candidate's name.

- After sending proof ballots prepared for a state election, the county clerk must sign an affidavit that attests that proof ballots were mailed as required. The affidavit must list the candidates to whom the ballots were mailed, the addresses to which the ballots were mailed, and the dates on which the ballots were mailed.
- The Department of State's Bureau of Elections inspects the form of the proof ballots received from each Election Commission. (The Bureau of Elections does *not* check candidate name spellings or that all required offices are on the ballot.) If the ballots are in the proper form, the Bureau of Elections grants its approval of the ballots; if the ballots are not in the proper form, the Bureau of Elections



MEMORANDUM

(Department Name)

DATE: April 20, 2020

TO: Joseph A. Valentine, City Manager

FROM: Cheryl Arft, Acting City Clerk
Alexandria Bingham, Clerk Designee

SUBJECT: Election Commission Designation of Representatives – Public Accuracy Tests for August and November 2020 Elections

INTRODUCTION:

The City Commission, per the Birmingham City Charter, functions as the City's Election Commission. Pursuant to State law, the Election Commission is responsible for conducting certain election duties, including the conduct and certification of the Public Accuracy test.

BACKGROUND:

The Birmingham City Charter names the City Commission as the Election Commission:

Chapter IV. – Registrations, Nominations and Elections

Section 22. - [Election commission.]

The city commission shall constitute the election commission for the city and shall perform all of the duties required of the city election commissions by the general laws of the state. It shall appoint the inspectors of election and fix their compensation.

The Public Accuracy Test is required by Michigan Election Law, MCL 168.798 "to determine if the electronic tabulating equipment will accurately count the votes cast for all offices". This is done by creating a chart of predetermined results in compliance with promulgated rule R 168.778, and marking a set of test ballots to correspond. The results produced by the tabulator must match the totals in the chart of predetermined results.

The creation of the chart of predetermined results and the marking of a set of test ballots may be done by the City Clerk, her staff, and/or a vendor. The test must be conducted by the Election Commission or its representatives. The test consists of tabulating the marked test ballots through a tabulator and certifying that the totals reported by the tabulator match the totals contained in the chart of predetermined results.

I recommend the members of the Commission designate representatives to conduct the Public Accuracy Tests in their stead. The test would be conducted during the work day by the Clerk or a member of Clerk's staff, attended by the Election Commission's designated representatives, and any interested members of the public as it is conducted pursuant to the Open Meetings Act. The City Clerk and her staff are not eligible to be the designated representatives for the Public Accuracy Tests.

The Public Accuracy Test for the August 4, 2020 Primary election is scheduled for Wednesday, July 29, 2020 at 10:00 a.m. in Room 205 of the Birmingham Municipal Building, 151 Martin,

Birmingham. The Public Accuracy Test for the November 3, 2020 General election is scheduled for Wednesday, October 28, 2020 at 10:00 a.m. in Room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

It is recommended that the Birmingham City Commission, acting as the Election Commission, designate city staff members to act as their representatives for the purpose of conducting the Public Accuracy Tests for the August and November 2020 elections.

ATTACHMENTS:

MCL 168.798 Testing of electronic tabulating equipment

Excerpt from the Election Officials' Manual of the Michigan Bureau of Elections listing duties that should be handled via an Open Meeting by election commission members.

SUGGESTED RESOLUTION:

Resolution designating Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Birmingham Museum Director Pielack, and Police Commander Scott Grewe as representatives for Election Commission members Mayor Pierre Boutros, Mayor Pro Tem Therese Longe, and Commissioners Clinton Baller, Rackeline Hoff, Brad Host, Mark Nickita and Stuart Sherman for the purpose of conducting the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes cast at the August 4, 2020 and November 3, 2020 elections.

CITY AND TOWNSHIP ELECTION COMMISSIONS:

City	Township	Charter Township
<ul style="list-style-type: none">• Clerk• Attorney• Assessor	<ul style="list-style-type: none">• Clerk• Supervisor• Treasurer	<ul style="list-style-type: none">• Clerk• Two Trustees Appointed by the Township Board

Note: The chart above outlines the composition of the local election commissions based on your jurisdiction's form of government. The only exception to the composition of the local election commission must be provided by a city charter.

City and Township Election Commission members are responsible for the following:

- Establishing precincts, including temporary precinct consolidations for non-State/ Federal elections;
- Establishing Absent Voter Counting Boards (AVCBs);
- Assessing voting equipment needs;
- Performing logic and accuracy testing for voting equipment. **NOTE:** Even if the county performs the programming for the local jurisdictions, it is still the responsibility of the local election commission to conduct pre-election logic and accuracy testing for their voting equipment prior to each election. Preliminary testing may be delegated to the local clerk; however, public accuracy testing must be conducted by the election commission or each members' designated representative.
- Authorizing the printing and provision of ballots for use in city, township, village and certain school district elections;
- Providing election supplies (including forms and ballot containers);
- Appointing precinct inspectors prior to each election, including AVCB members, Receiving Board members, precinct chairpersons and alternates; note that certified election inspectors must be appointed at least 21 days prior to the election and no more than 40 days prior to each election;
- Notifying major political parties of the appointment of election inspectors in federal and state elections; and
- Carrying out other election related duties for their respective jurisdictions.

Election Commission Responsibilities that should be handled via an Open Meeting by Election

Commission Members:

- Approving of ballots
- Appointing precinct inspectors
- Public Accuracy Test
- Precinct Changes / Consolidations
- Adoption of resolution outlining delegated duties

Election Commission Duties that may be delegated to the Local Clerk or authorized assistant

(note: Delegated duties should be documented via resolution):

- Preparing meeting materials for the Election Commission (ballots proof for approval, list of election inspectors for appointment, etc.)
- Preparing, printing and delivering ballots
- Providing candidates and the Secretary of State with proof copies of ballots
- Providing notice to voters in the case of precinct changes/consolidations
- Providing election supplies and ballot containers
- Preliminary logic and accuracy testing
- Notifying major political parties of certified precinct Inspector appointments (federal and state elections only)

SCHOOL ELECTION COORDINATING COMMITTEE: Every school district has a School Election Coordinating Committee responsible for determining the details of how special school elections will be administered. The School Election Coordinating Committee is composed of a school election coordinator, the secretary of the school board and the clerks of all jurisdictions covered by the school district. For a school district wholly contained within a single jurisdiction, that clerk is the school election coordinator. In a school district that crosses jurisdiction lines the county clerk is the coordinator.

TYPES OF ELECTIONS

There are several types of elections conducted in Michigan. The following is an overview of the various types.

CHAPTER 9 ELECTION BALLOTS

TABLE CONTENTS

Ballot Proofing and Michigan Ballot Production Standards	1
Candidate Name Rotations	3
Office Order	4
Partisan Ballot	5
Nonpartisan Ballot	6

BALLOT PROOFING AND MICHIGAN BALLOT PRODUCTION STANDARDS: All ballots

must be prepared in conformance with Michigan's Ballots Production Standards. Adherence to the standards is compulsory for all election officials and vendors. A copy of the standards can be found on the Bureau of Elections website at www.michigan.gov/elections; under "Information for Election Administrators".

Election ballots must always be carefully proofed to ensure that 1) they conform to all required legal and technical standards and 2) they are free of errors and omissions. The importance of ballot proofing cannot be over emphasized!

County Election Commission's Responsibilities: Ballots prepared for use at federal, state and countywide elections and certain school district elections are printed by the authority of the County Election Commission.

Local Election Commission's Responsibilities: Ballots prepared for use at city, township, village and certain school district elections are printed by the authority of the City, Township or County Election Commission.

Before the ballots are printed, the printer returns copies of the ballots to the appropriate Election Commission. The Commission is responsible for checking the various proof ballots to make sure that they are free of errors and omissions. A comprehensive check should include a careful review of the following:

- Ensure all office, candidates, and proposals are included
- Verify proper splits within a precinct
- Ballot heading including: 1) OFFICIAL BALLOT 2) election type 3) election date 4) county name, state 5) jurisdiction name and 6) precinct number
- Section headers – e.g.: PARTISAN SECTION, NONPARTISAN SECTION and PROPOSAL SECTION
- Office and proposal divisions – e.g.: STATE, COUNTY, CITY, TOWNSHIP
- Office titles – e.g.: CLERK, TREASURER, TRUSTEE
- Number to be elected – e.g.: Vote for not more than 1
- Placement of candidate names; form and spelling of candidate names; candidate name rotations; placement of special ballot designations
- Presentation and wording of ballot proposals

Proofing ballots is a tedious and time-consuming task – but the problems and embarrassment a complete proofing job can save on Election Day makes the task well worth the effort. If the Commission delegates ballot proofing to members of the clerk's staff, the task should be assigned to those in the office with the best eye for detail.

Responsibilities of Candidates and Department of State: Immediately after the proof ballots are delivered to the Election Commission, they forward the proofs to the Department of State's Bureau of Elections in Lansing for approval. The Commission also sends each candidate a proof ballot which lists the candidate's name.

- After sending proof ballots prepared for a state election, the county clerk must sign an affidavit that attests that proof ballots were mailed as required. The affidavit must list the candidates to whom the ballots were mailed, the addresses to which the ballots were mailed, and the dates on which the ballots were mailed.
- The Department of State's Bureau of Elections inspects the form of the proof ballots received from each Election Commission. (The Bureau of Elections does *not* check candidate name spellings or that all required offices are on the ballot.) If the ballots are in the proper form, the Bureau of Elections grants its approval of the ballots; if the ballots are not in the proper form, the Bureau of Elections



MEMORANDUM

Finance Department

DATE: May 1, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: Community Development Block Grant Cooperative Agreement

INTRODUCTION:

The City of Birmingham participates in the Oakland County Urban County Community Development Block Grant (CDBG) program. The U. S. Department of Housing and Urban Development (HUD) requires Oakland County to renew their Cooperative Agreements with participating communities every three years.

BACKGROUND:

The City is a current participant in this program. As a participant, there is currently a Cooperative Agreement on file with the county and is attached to this report. The three-year agreement is automatically renewed for each three-year cycle unless an amendment is required by HUD. There are no changes to the agreement necessary at this time.

In order for the City to renew the cooperative agreement, an email must be sent to the County by June 1, 2020, indicating that the City wishes to opt into the Oakland County Urban County Community Development Block Grant (CDBG) program for program years 2021-2023 and will remain through automatic renewals in successive three-year qualification periods, or until such time that it is in the best interest of the City to terminate the cooperative agreement.

LEGAL REVIEW:

None needed.

FISCAL IMPACT:

The City receives approximately \$34,000 annually that is used to provide senior services and ADA upgrades to public facilities.

SUMMARY:

It is recommended that the City Commission opt into the Oakland County Urban County Community Development Block Grant (CDBG) program for program years 2021-2023 and will remain through automatic renewals in successive three-year qualification periods, or until such time that it is in the best interest of the City to terminate the cooperative agreement.

ATTACHMENTS:

- 2021-2023 Cooperative Agreement Letter
- July 1, 2014 Signed Cooperative Agreement

SUGGESTED RESOLUTION: The City of Birmingham City Commission resolves to opt into Oakland County's Urban County Community Development Block Grant (CDBG) programs for the years 2021, 2022 and 2023. Furthermore, we resolve to remain in Oakland County's Urban County Community Development programs, which shall be automatically renewed in successive three-year qualification periods of time, or until such time that it is in the best interest of the City to terminate the Cooperative Agreement.



COMMUNITY &
HOME IMPROVEMENT

OAKLAND COUNTY EXECUTIVE DAVID COULTER

Karry Rieth, Manager

Office: (248) 858-5403 | riethk@oakgov.com

April 16, 2020

The Honorable Pierre Boutros, Mayor
City of Birmingham
151 Martin POB 3001
Birmingham MI 48012-3001

RE: 2021-2023 Cooperative Agreement

Dear Mayor Boutros:

In the spirit of Oakland County working together, we invite the City of Birmingham to continue to participate in the Oakland County urban county Community Development Block Grant (CDBG) program for program years 2021-2023. The City has participated in the past three years. During this period, approximately \$105,801.00 was allocated to programs serving the needs of low-income residents.

The U. S. Department of Housing and Urban Development (HUD) requires the County to renew its Cooperative Agreement with participating communities every three years. Your participation is essential to the County and the other cities, townships and villages that combine demographics each year to achieve the highest level of federal funding for local projects. Participation in the urban county requires a three-year commitment, and your community must remain in the program for the three-year duration. If your community chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while a part of the urban county.

Besides an annual CDBG allocation, participating communities also benefit from the County's federally funded HOME Investment Partnerships and Emergency Solutions Grant (ESG) programs. HOME and CDBG funds are combined each year to improve local housing stock through our Home Improvement Program. HOME funds are also used to develop affordable rental and owner housing. ESG funds are used to meet the needs of the homeless through emergency shelters, rapid re-housing and homeless prevention activities.

As a current participant, there is a Cooperative Agreement between the City and Oakland County on file. This three-year Cooperative Agreement is automatically renewed for each three-year cycle unless an amendment is required by HUD. Your CDBG primary contact was previously provided a copy of the most current Cooperative Agreement.

In order to continue to participate in the urban county Community Development Block Grant (CDBG) program the City must respond via email to spradlinc@oakgov.com by Monday, June 1, 2020. The email should indicate that the City intends to opt into the Oakland County urban county program for program years 2021-2023 and will remain through automatic renewals in successive three-year qualification periods, or until such time that it is in the best interest of the City to terminate the Cooperative Agreement. The City should maintain a copy of the email with its CDBG records.

If the City decides to opt out of the urban county program, a letter signed by the chief executive officer is required. The letter should state that the community intends to opt out of the Oakland County urban county program for program years 2021-2023. Due to federal requirements, you must submit this letter to the County and to HUD. Please mail HUD's copy of the letter to Keith E. Hernandez, AICP, Director, Office of Community Planning and Development, U.S. Dept of Housing and Urban Development, Patrick V. McNamara Federal Building, 477 Michigan Ave., Ste. 1600, Detroit MI 48226 by **Monday, June 1, 2020**. Please mail the County's copy of the letter to Carla Spradlin, Grant Compliance & Program Coordinator, by **Monday, June 1, 2020**.

If you have questions, please contact Carla at (248) 860-4517.

We look forward to three more years of working together to benefit your low-income residents.

Sincerely,



Karry L. Rieth, Manager

cc: Mark Gerber, Finance Director
Kathryn Burrick, Senior Accountant

COOPERATIVE AGREEMENT
Oakland County "Urban County"
Community Development Block Grant Program

THIS AGREEMENT made and entered into this 1st day of July, 2014 by and between the (City of Birmingham), Michigan hereinafter referred to as the "Community", and the County of (Oakland), a Michigan Constitutional Corporation, State of Michigan, hereinafter referred to as the "County":

WHEREAS, the Housing and Community Development Act of 1974 as amended provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, Oakland County has been designated as an Urban County provided that it secures Cooperation Agreements with various communities in Oakland County; and

WHEREAS, this agreement covers both the Community Development Block Grant Entitlement Program and, where applicable, the HOME Investment Partnership program; and

NOW THEREFORE, the Community and County do hereby promise and agree:

THAT the Community may not apply for grants from appropriations under Small Cities or State CDBG programs for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the Community may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and

THAT the County shall have final responsibility for selecting Community Development Block Grant (and HOME, where applicable) activities and annually filing a Consolidated Plan with HUD; and

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the Community and the County will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the County's certification required by Section ~104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; that the County is prohibited from funding activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's actions to comply with the county's fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and

THAT the Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction; and

THAT a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended; and

THAT the qualification period of this agreement as defined in the HUD regulations and guidelines shall be Federal Fiscal Years 2015/2016/2017, and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants from Federal Fiscal years 2015/2016/2017, appropriations and from any program income generated from the expenditure of such funds; further that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's urban county qualification notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's urban county qualification notice; and

THAT the Community resolves to remain in Oakland County's Urban County programs for an indefinite period of time or until such time it is in the best interest of this Community to terminate the Cooperation Agreement and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and from any program income generated from the expenditure of such funds. Furthermore, that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's Urban County Qualification Notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's Urban County Qualification Notice; and

THAT failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period; and

THAT this Agreement remains in effect until the CDBG (and HOME where applicable) funds and income received with respect to activities carried out during the three year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

THAT any such program income generated by the Community must be paid to the County, unless at the County's discretion, the Community may retain the program income as set forth in 24 CFR 570.503; and

THAT any program income the Community is authorized by the County to retain may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may then apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of close-out or change in status of the Community, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) of real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the disposition or transfer of real property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the County and the Community; and

THAT the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT pursuant to 24 CFR ~570.501(b), the Community is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

IN WITNESS WHEREOF, the Community and the County have by resolutions authorized this agreement to be executed by their respective officer's thereunto as of the day and year first above written.

COUNTY OF OAKLAND

Name: L. Brooks Vatterson
Title: COUNTY EXECUTIVE
Signature & date: [Signature] 7/25/14

Name: MICHAEL J. GINGELL
Title: CHAIR, OAKLAND COUNTY BOARD OF COMMISSIONERS
Signature & date: [Signature] 7-16-14

Name: LISA BROWN
Title: COUNTY CLERK/REGISTER OF DEEDS
Signature & date: [Signature] 7/16/14

Name: SCOTT D. MOORE
Title: HIGHEST ELECTED OFFICIAL - mayor
Signature & date: [Signature] 6-9-2014

CERTIFICATION BY COUNTY CORPORATION COUNSEL

The undersigned, Corporation Counsel for the County of Oakland, certifies that the terms and provisions of the foregoing agreement are fully authorized under existing State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing in cooperation with local units of government.

Name: Keith J. Larmann
Title: CORPORATION COUNSEL
Signature & date: [Signature] 7/15/14



MEMORANDUM

Department of Public Services

DATE: May 1, 2020

TO: Joseph A. Valentine, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Code Enforcement Vehicle #204 Replacement

INTRODUCTION:

City vehicle #204 is a 2012 Dodge Caravan CV Code Enforcement vehicle purchased in 2011. The purchase price for this van was \$18,836.00 through the State of Michigan contract. Due to its age and poor condition, the Department of Public Services recommends replacement. It was not placed on the Vehicle Replacement Schedule at the time the 2019-2020 budget was prepared. However, adequate dollars are available for this purchase in the Auto Equipment Fund.

The Community Development Department and the Department of Public Services agree a Ford Transit Connect Cargo van best meets the operational needs of the code enforcement division.

This van is available for purchase from Gorno Ford of Woodhaven, MI through the State of Michigan MiDEAL Extendable Purchasing Contract #071B7700181 for a total cost of \$25,339.00.

Delivery is expected within two weeks of purchase approval.

BACKGROUND:

The City of Birmingham purchased the new 2017 Ford Transit Connect cargo van from Gorno Ford through the State of Michigan extendable purchasing contract for \$23,836.00. The City has been pleased with the service capacity of this vehicle. We already have three of them in service; one in Code Enforcement, one in Building Maintenance and one in the Water Meter Division.

The scoring system for Sedans and Light Trucks has six categories. The following table illustrates the breakdown of the scoring system used as justification for the replacement of this vehicle.

Vehicle #204 2012 Dodge Caravan

Factor	Description	Points
Age	1 point each year of age	8
Miles/Hours	1 point each 10,000 miles	9
Type of Service	1 point, Standard sedans and light pickups.	1
Reliability	3 points, In shop more than twice within one month time period.	3
M & R Costs	4 points, maintenance and repair costs are 61-80% of replacement cost.	4
Condition	4 points, both bumpers, all panels have damage.	4
Total points 28+, poor, needs priority replacement		29

This vehicle is not only in poor condition due to significant areas of damage, including the front bumper, sliding door, rear bumper, lift gate and left front side of the van. Its reliability is not satisfactory as it is in service twelve (12) times in the past fourteen months.

LEGAL REVIEW:

This item does not require legal review.

FISCAL IMPACT:

Funds for this purchase for \$25,339.00 are available in the Auto Equipment Fund account #641-441.006-971.0100. Although the replacement of this vehicle was not originally included in the 19-20 replacement schedule, the deferment of vehicle #160 to the FY 20-21 schedule will offset any impact on the Auto Equipment Fund. Upon delivery of the replacement, the vehicle will be placed on the Michigan Intergovernmental Trade Network (MITN) for public auction.

Thus, despite not listed in the 2019-20 replacement schedule, the Department of Public Services recommends prioritizing its replacement.

PUBLIC COMMUNICATIONS:

This does not apply for this purchase.

SUMMARY:

The Department of Public Services recommends the purchase of the 2020 Ford Transit Connect Cargo Van through Gorno Ford through the MiDEAL Contract #071B7700181 extendable purchasing pricing for a total expenditure of \$25,339.00.

ATTACHMENTS:

There are no attachments included in this report.

SUGGESTED RESOLUTION:

To approve the purchase of a new 2020 Ford Transit Connect Cargo Van through Gorno Ford through the MiDEAL Contract #071B7700181 extendable purchasing pricing for a total expenditure of \$25,339.00. Funds for this purchase are available in the Auto Equipment Fund, account #641.441.006-971.0100.7410

DATE: May 1, 2020

TO: Joseph A. Valentine, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Set a Public Hearing for a Lot Combination of 211 W Frank Street, Parcel # 19-36-184-020 T2N, R10E, SEC 36 ASSESSOR'S REPLAT OF PART OF TORREY'S, HOOD'S & SMITH ADDS LOT 80 and 227 W Frank Street, Parcel # 19-36-184-019 – T2N, R10E, SEC 36 ASSESSOR'S REPLAT OF PART OF TORREY'S, HOOD'S & SMITH ADDS LOT 56

INTRODUCTION:

The owner of 211 and 227 W. Frank Street is seeking approval for a lot combination of two parcels into one.

BACKGROUND:

The subject properties are located on the northeast corner of W. Frank Street and Henrietta Street. 211 W. Frank is currently occupied with a home while 227 W. Frank is a vacant lot. The owner of both properties has applied to combine the two lots into one in order to demolish the existing home at 211 W. Frank and construct a new home facing W. Frank.

The Combination of Land Parcels Ordinance (Chapter 102, Section 102-83) requires that the following standards be met for approval of a lot combination.

- (1) *The Combination will result in lots or parcels of land consistent with the character of the area where the property is located, Chapter 126 of this Code for the zone district in which the property is located, and all applicable master land use plans.*

The subject property is zoned R3, Single Family Residential. In regards to lot size, the minimum lot area per unit in the R3 Zone is 4,500 SF. The applicant has proposed a lot combination that would total 10,118 SF of lot area which conforms to the Zoning Ordinance standards for minimum lot area. The maximum lot coverage for the R3 Zone is 30%, which is 3,036 SF for the combination of the two proposed lots. The applicant is proposing a maximum building footprint of 3,035 SF which conforms to the Zoning Ordinance standards for lot coverage.

In regards to setbacks, a 24.35 foot front setback on W. Frank is required and 24.35 feet is proposed. The applicant is required to maintain a total side yard setback of 30.7 feet. A 25.7 foot setback is required on the east side and 25.7 feet is proposed. 5 feet is required on the west side and 5 feet is proposed. A 30 foot rear setback is required and 30 feet is proposed. Therefore all setback requirements of the Zoning Ordinance are met with the proposed building

envelope.

With regards to the character of the area, the 1980 Master Plan recommends the area as a single family residential zone. The applicant proposes to maintain a single-family residential use consistent with the single family uses on adjacent lots surrounding the property.

- (2) *All residential lots formed as a result of a combination shall be a maximum width of no more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.*

The average lot width of all lots in the same zone district within 300 feet on the same street is 62.5 feet, making the maximum lot width 125 feet. The applicant is proposing a lot width of 80 feet. **Accordingly, the proposal meets this requirement.**

- (3) *All residential lots formed as a result of a combination shall be a maximum area of no more than twice the average lot area of all lots in the same zone district within 300 feet on the same street.*

The average lot area of all lots in the same zone district within 300 feet on the same street is 8,259 square feet, making the maximum lot area 16,518 square feet. The applicant is proposing a combined lot area of 10,118 square feet. **Accordingly, the proposal meets this requirement.**

- (4) *The combination will result in building envelopes on the combined parcels that will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.*

There is a wide range of lot shapes in this neighborhood. The lot sizes within 500 feet range from approximately 4,500 SF to 17,500 SF. The rhythm and pattern of W. Frank Street in the applicant's area also has more variability due to four homes facing W. Frank Street while eight homes within 300 feet of the subject property have their sides abutting the street. The applicant's proposed lot size of 10,118 square feet is 22.5% more than the average lot size of 8,259 square feet within 300 feet, but is well under the maximum size permitted (2x the average) of 16,518 square feet. There are a number of lots much larger than the proposed lot combination within 500 feet, and the proposed building envelope will fit in with the existing rhythm and pattern of the neighborhood. **Based on the attached survey, the proposed lot combination and building envelope appear to meet this requirement.**

- (5) *Any due or unpaid taxes or special assessments upon the property have been paid in full.*

There are no outstanding taxes due on this property. **The proposal meets this requirement.**

- (6) *The combination will not adversely affect the interest of the public or the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*

a.) The location of proposed buildings or structures, the location and nature of vehicular

ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.

Based on the attached survey the proposed lot combination and building envelope appear to meet this requirement.

b.) The effect of the proposed combination upon any floodplain areas, wetlands and other natural features and the ability of the applicant to develop a buildable site on the resulting parcel without unreasonable disturbances of such natural features.

The property is not located in a floodplain or wetlands, nor adjacent to a floodplain or wetlands.

c.) The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.

The proposed lot combination does not appear to impact the supply of light and air to adjacent properties or the ability of the City to provide essential services.

LEGAL REVIEW:

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

FISCAL IMPACT:

Not applicable.

PUBLIC COMMUNICATIONS:

Prior to the application being considered by the City Commission, the City Clerk will send out notices to all property owners and occupants within 300' of both 211 and 227 W. Frank Street seeking public comment on the proposal as required by law.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing for the date of **June 8th, 2020** to consider the proposed combination of 211 and 227 W. Frank, pursuant to the procedures set forth in Section 102-83 of the City Code.

ATTACHMENTS:

- Application for lot combination
- Letter to the City
- Proof of ownership
- Registered Land Surveys

SUGGESTED ACTION:

To set a public hearing for June 8th, 2020 to consider the proposed lot combination of 211 and 227 W. Frank Street.



Combination of Platted Lots Application

Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: Pierre Boutros on Behalf of Frank Street Associates. LLC

Address: 1945 Heide St

Troy, MI 48084

Phone Number: 248-361-6868

Fax Number:

Email address: pboutros@onecareltd.com

2. Property Owner

Name: Frank Street Associates. LLC

Address: 1945 Heide St

Troy, MI 48084

Phone Number: 248-361-6868

Fax Number:

Email address: pboutros@onecareltd.com

3. Applicant's Attorney/Contact Person

Name: Same As Above

Address:

Phone Number:

Fax Number:

Email address:

4. Project Designer/Developer

Name: J & A Civil Engineering, LLC

Address: 18832 Rosewood Dr.

Macomb Township, MI 48042

Phone Number: 586-764-2441

Fax Number:

Email address: fhanna1994@gmail.com

5. Project Information

Address/Location of Property: 211 and 227 West Frank St

Sidwell #:

Parcel #: 08-19-38-184-020 08-19-36-184-019

Current Zoning: R 1

Legal Description: 211 W. Frank St

T2N, R10E, SEC 36 ASSESSOR'S REPLAT OF PART OF TORREY'S

HOOD'S & SMITH ADDS LOT 80

227 W. Frank St T2N, R10E, SEC 36 ASSESSOR'S REPLAT OF TORREY'S

HOOD'S & SMITH ADDS LOT 79

6. Required Attachments



- I. Two (2) copies of a *registered* land survey showing:
 - i. All existing and proposed platted lot lines;
 - ii. Legal descriptions of proposed lots;
 - iii. Locations of existing/surrounding structures for at least 500 ft. in all directions;
 - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked;

- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (*optional*);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

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

(I), (We), the undersigned, do hereby request to combine lots of record in the City of Birmingham, Oakland County, Michigan.
(I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

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

Signature of Property Owner:  _____ Date: 3/4/20
Print Name: Frank Street Associates, LLC
Signature of Applicant:  _____ Date: 3/4/20
Print Name: Pierre Boutros

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



Notice Sign Rental Application Community Development

1. Applicant

Name: Frank Street Associates, LLC
Address: 1945 Heidi St
Troy, MI 48064
Phone Number: _____
Fax Number: _____
Email address: _____

2. Property Owner

Name: Frank Street Associates, LLC
Address: 1945 Heidi St
Troy, MI 48064
Phone Number: _____
Fax Number: _____
Email address: _____

3. Project Information

Address/Location of Property: 211 W. Frank St., 227 W. Frank St.,
Name of Development: _____
Area in Acres: _____

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

4. Date of Board/Commission Review

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

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

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

Signature of Applicant: _____

Date: _____

Office Use Only

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

**Pierre Boutros
285 Hawthorne Street
Birmingham, MI 48009**

March 4, 2020

City of Birmingham
151 Main Street
PO Box 3001
Birmingham, MI 48012

RE: 227 & 211 Frank Street proposed
Lot combination application

To Whom It May Concern:

Please accept the application, supplements and the requested surveys for the proposed Lot combination. I am requesting this combination since our current house on Hawthorne in the City no longer meets our needs. My current house has limitations as to bedrooms and bathrooms which makes privacy among the kids very difficult.

These two lots are 40 feet in width each making them two of the smallest lots in the immediate area. The combination of the two lots will provide for a width of 80 feet which still falls below a number of similar sized lots in the area. These combined lots will allow for a new house that will improve the neighborhood since the existing house has long passed its useful life. Please note that the final footprint of the proposed house will be smaller than the foot print reflected on the attached survey because of the 30% lot coverage requirement.

I am hopeful that the City finds this request reasonable and acceptable. We do not anticipate requesting any building variance at this time for the construction of the home on the combined Lots. Keeping this in mind, we will request that architect design a home that conforms to the standard set-back requirements of the combined property. Our new home will be a major upgrade to this very visible corner of the city and my family as I look forward to living there for many years to come.

I thank you for your consideration.



Pierre Boutros

**OPERATING AGREEMENT
OF
FRANK STREET ASSOCIATES, LLC**
a single-member Michigan limited liability company

This Operating Agreement ("**Agreement**") is entered into as of July 5, 2018, by FRANK STREET ASSOCIATES, LLC, a Michigan limited liability company ("**Company**") and PIERRE BOUTROS, the sole member of the Company ("**Member**").

ARTICLE I
ORGANIZATION

1.1 **Formation.** Pursuant to the Michigan Limited Liability Company Act of 1993, Michigan Public Act 23, as amended from time to time ("**Act**"), the Member has formed the Michigan limited liability company by the filing of its Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs ("**Articles**") on July 5, 2018.

1.2 **Name.** The name of the Company is **FRANK STREET ASSOCIATES, LLC**. The Company may also conduct its business under one or more assumed names.

1.3 **Principal Office.** The principal office of the Company shall be located in such place as the Member may determine from time to time.

1.4 **Registered Office and Resident Agent.** The location of the registered office and the name of the resident agent of the Company in the State of Michigan shall be as stated in the Articles, and as determined from time to time by the Member. The Registered Office and/or Resident Agent may be changed from time to time, in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

1.5 **Purpose of Company.** The purpose of the Company is to engage in those activities and transactions as determined by the Member that may be permitted by the Act.

1.6 **Duration.** The Company's duration shall be perpetual, subject to earlier dissolution in accordance with either the other provisions of this Agreement, the Articles or the Act.

1.7 **Intention for Company.** The Member has formed the Company as a limited liability company under and pursuant to the Act. The Member specifically intends and agrees that the Company is not to be treated as a partnership (including a limited partnership) or any other venture, but a limited liability company under and pursuant to the Act.

ARTICLE II
BOOKS, RECORDS, AND ACCOUNTING

2.1 **Books and Records.** The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. The Company's books and

records shall be kept at the Company's Registered Office. The Member and its representatives shall have the right to inspect the Company's books and records at any time upon reasonable notice.

2.2 Fiscal Year. The Company's fiscal year shall be the calendar year.

ARTICLE III **MANAGEMENT**

3.1 Management of Business. The business and affairs of the Company shall be managed by a manager (the "***Manager***"). The initial Manager of the Company shall be Hany Boutros. Except as otherwise required by nonwaivable provisions of the Act, the Manager shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation, the power to enter into any and all agreements and execute any and all contracts, documents and instruments; obtain insurance covering the business and affairs of the Company and its property and on the lives and well being of its Members; commence, prosecute, or defend any proceeding in the Company's name; borrow money and issue evidence of indebtedness; sell, assign, pledge, encumber, or otherwise transfer the Company's assets and amend the Articles. The Manager may resign, and the Member may remove the Manager, at any time. Upon the resignation, removal, death, or incapacity of the Manager, the Member may appoint a successor Manager.

3.2 Standard of Care; Liability. The Manager shall discharge the Manager's duties on behalf of the Company in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner which the Manager reasonably believes to be in the best interests of the Company. The Manager shall not be liable for monetary damages to the Company for any breach of any such duties except for acting in violation of this Operating Agreement or the Act or a willful violation of the law.

3.3 Reimbursement. The Manager shall be entitled to reimbursement from the Company for all expenses of the Company reasonably incurred and paid for by the Manager on behalf of the Company.

ARTICLE IV **CONSENT AND AUTHORITY**

4.1 Consent. Any action the Manager is required or permitted to take may be taken by consent or approval without any meeting or any other action.

4.2 Third-Party Reliance. Any person (including any financial institution) who may deal with the Company, Manager, or the Member on behalf of the Company, shall be entitled, without liability and without any further inquiry or investigation, to rely on the unilateral authority of the Manager to make any and all decisions and to take any and all actions with respect to the Company, and any decisions and actions of the Manager shall be binding on and enforceable against the Company.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.1 Governing Law. This Operating Agreement is being executed and delivered in the State of Michigan and shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

5.2 Entire Agreement. This Operating Agreement constitutes the entire agreement between the parties and contains all of the agreements between said parties with respect to the subject matter hereof. This Operating Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

5.3 Amendment; Termination. This Operating Agreement may be amended or revoked at any time by a written agreement executed by the Member. No change or modification to this Operating Agreement shall be valid unless in writing and signed by the Member.

5.4 Signature Delivery. For purposes of this Operating Agreement, a facsimile signature, telecopier signature and/or electronic mail signature, shall be deemed the same as an original.

5.5 Counterparts. This Operating Agreement may be executed in counterpart, each of which shall be treated as an original and all of which, when taken together, shall constitute one and the same instrument.

The parties have signed this Agreement on the day and year written above.

"Company"


FRANK STREET ASSOCIATES, LLC,
a Michigan limited liability company

By: _____


Pierre Boutros

Its: Sole Member

"Manager"


Hany Boutros

OAKLAND COUNTY TREASURERS CERTIFICATE
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

AUG 24 2018

5.00

ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 205, 1883 as amended

LIBER 52127 PAGE 302
\$21.00 DEED - COMBINED
\$4.00 REMONUMENTATION
\$5.00 AUTOMATION

08/27/2018 01:08:57 PM RECEIPT# 97111
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

WARRANTY DEED

The Grantor, The Phoebe A. Filiatrault Trust, by James H. Kemp, Jr., its Successor Trustee, whose address is 211 W. Frank St., Birmingham, MI 48009.

Conveys and warrants to, Frank Street Associates, LLC, whose address is 1945 Heidi St., Troy, MI 48064 the following described premises situated in the City of Birmingham, Oakland County and State of Michigan:

Lot 80, Assessor's Replat of part of Terry's Addition, Hood's Addition and Smith Addition, a replat of part of Lot 1 and Lots 20 to 28 including part of Lots 31, 32 and 33 of Lots 34 to 39 including all of Terry's Addition and Lots 7, 8 and 9 of Mood's Addition and part of Lot 25, Smith Addition, Village (Now City) of Birmingham, Oakland County, Michigan, recorded in Liber 41 of Plats, Page 36, Oakland County Records.

More commonly known as: 211 W. Frank St., Birmingham, MI 48009.

Tax Parcel No. 08-19-36-184-020.

For the full consideration of See Real Estate Transfer Valuation Affidavit Filed

Subject to building and use restrictions, easements, and zoning ordinances of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto.

Dated this 25th day of July, 2018

Phoebe A. Filiatrault Trust

James H. Kemp Jr.
By: James H. Kemp, Jr.
As: Successor Trustee

State of Michigan

County of Oakland

On this 25th day of July, 2018, before me personally appeared The Phoebe A. Filiatrault Trust, by James H. Kemp, Jr., its Successor Trustee to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

JEFF MILLER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires July 24, 2021
Acting in the County of Oakland

Jeff Miller
Notary Public
Acting in:
My Commission Expires:
County, Michigan

Drafted by:

James H. Kemp, Jr.
211 W. Frank St.
Birmingham, MI 48009

When recorded return to:

Frank Street Associates, LLC
1945 Heidi St.
Troy, MI 48064

IP
Cert

OK-AB

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2018 AUG 23 AM 10:26

181468

REVENUE TO BE AFFIXED
AFTER RECORDING

Document ID: 0033012 20200214DEED

LIBER 93697 PAGE 872

0033012

CLERK OF COURT
This is to certify that there is no record of any other deed or mortgage
being recorded in the office of the Clerk of Court.
No representation is made as to the status of any deed
or mortgage recorded in any other office.

FEB 14 2020

WALTER E. REISNER, County Treasurer
Sec. 175, 401 201, 100116, 100116

000306

LIBER 93697 PAGE 872
\$21.00 DEED - COMBINED
\$4.00 REINVESTMENT
\$5.00 AUTOMATION
\$5.00 TRANSFER TAX COMBINED
\$5.00 LA 2000 000012 AND RECEIPTS 2000
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk - Register of Deeds



WARRANTY DEED

HAND BOUTCHER ("Grantor"), whose address is 1941 Hawk St., Troy, Michigan 48064, hereby warrants and covenants to PHANN SYBAST ASSOCIATES, LLC, a Michigan limited liability company, whose address is 1941 Hawk St., Troy, Michigan 48064 ("Grantee"), the real property located situated in the City of Birmingham, Oakland County, Michigan, described as follows:

Lot 79, Anderson's Map of Part of Troy's Hawk and South Addition, as recorded at Liber 61, Page 16 of Public Oakland County Records.

Commonly known as 227 1/2 Frank Sawyer.

Tax Parcel No. 19-36-104-019.

The consideration for this instrument is Two (\$20.00) Dollars and is exempt from Transfer Tax pursuant to MCL 207.100(4) and MCL 207.120(4).

Dated this 12th day of December, 2019.

Harry Boutcher

STATE OF MICHIGAN
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 12th day of December, 2019, by Harry Boutcher.

Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires October 5, 2022

DRAFTED BY AND WHEN ENTERED RETURN TO:

Chascon City, Inc.
Seymour Bates, P.C.
1000 Tower Center, Suite 1400
Southfield, Michigan 48075

Send Subsequent Tax Bills to: Grantee

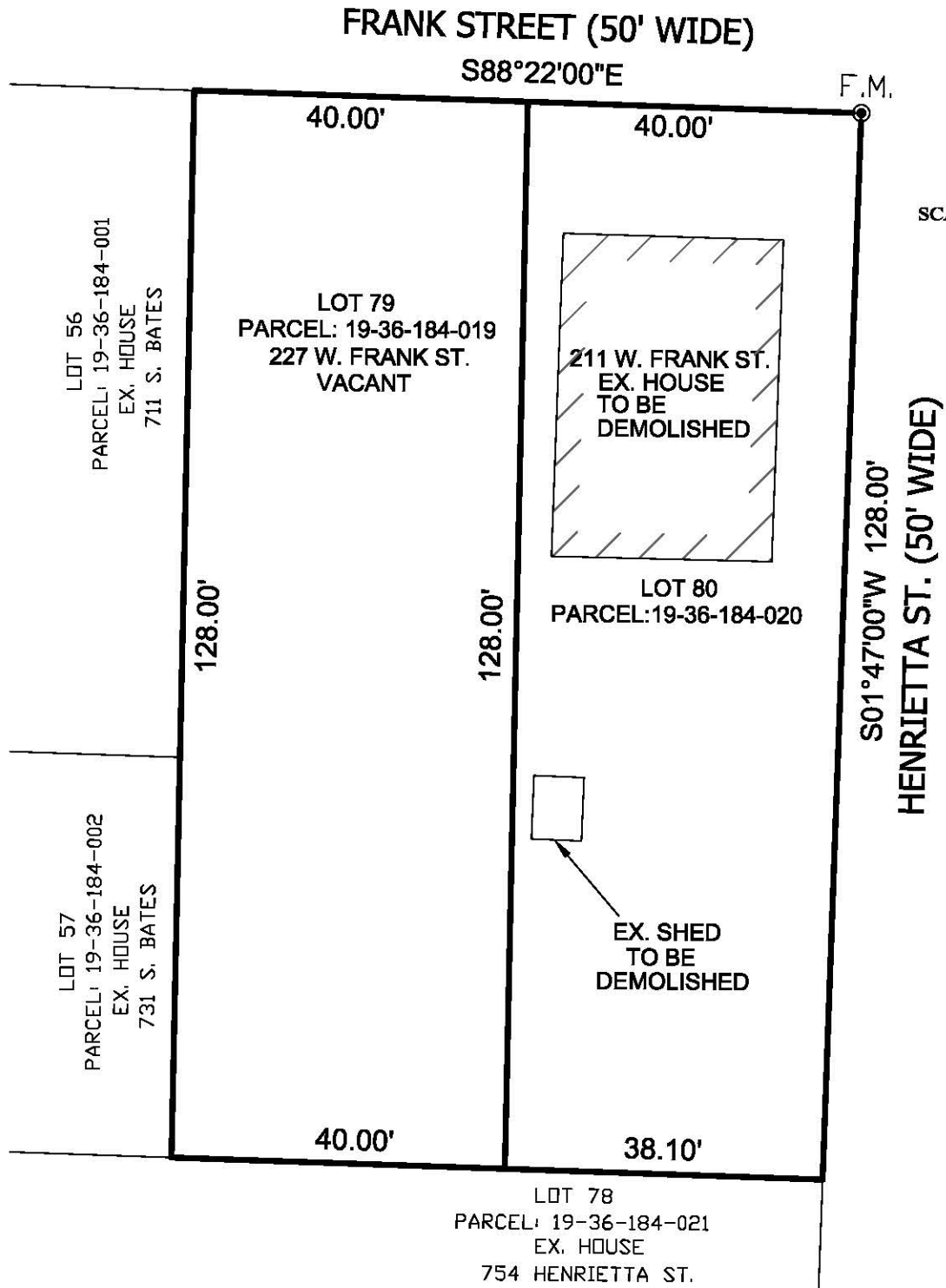
PHILLIP A. MONTGOMERY
Notary Public, State of Michigan
County of Oakland
My Commission Expires 06-30-2021
Living in the County of Oakland

12-6 PM 11:00 AM

OK-AB

RECORDED

PROPERTY COMBINATION
PARENT PARCELS



PARENT PARCELS:

Lot 79, Assessor's Replat of Part of Torrey's, Hood's and Smith Addition, as recorded in Liber 41, Page 36 of Plats, Oakland County Records, Michigan. Commonly known as 227 W. Frank Street, Birmingham, MI 48009. Tax Parcel No. 19-36-184-019.

Lot 80, Assessor's Replat of Part of Torrey's, Hood's and Smith Addition, as recorded in Liber 41, Page 36 of Plats, Oakland County Records, Michigan. Commonly known as 211 W. Frank Street, Birmingham, MI 48009. Tax Parcel No. 19-36-184-020.



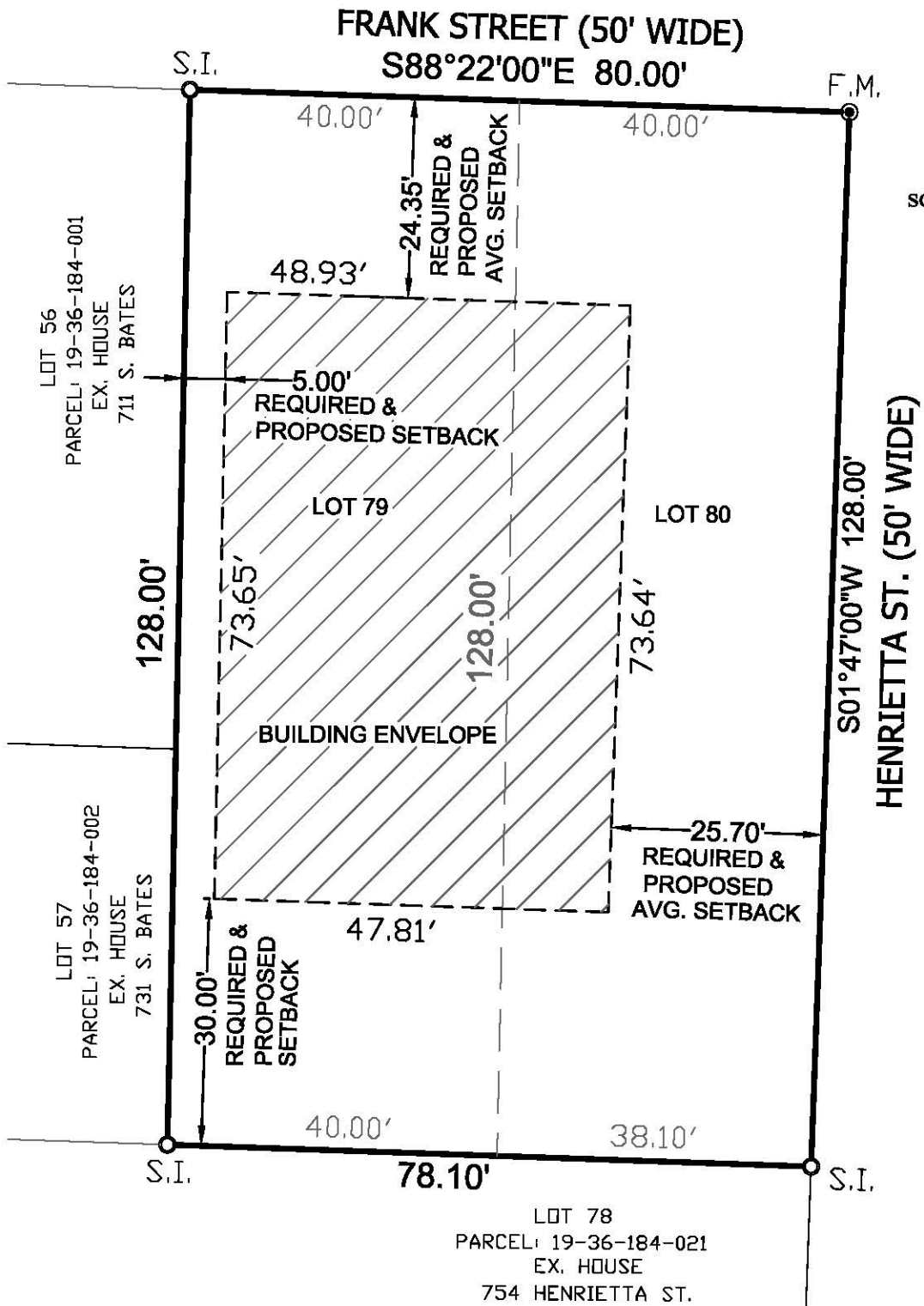
LEGEND

- F.M. FOUND MONUMENT
- S.I. SET IRON ROD

PROJECT: PROPERTY COMBINATION	
LOCATION: 211 & 227 FRANK STREET, BIRMINGHAM	
TITLE: PARCEL 19-36-184-019 & 19-36-184-020	
CLIENT:	
JOB # : 2-105	DRAWN BY : F.H.
SHEET : 1 OF 2	DATE : 3-9-2020

J&A CIVIL ENGINEERING, INC.
18832 ROSEWOOD DRIVE
MACOMB TOWNSHIP, MI 48042
PHONE (586) 764-2414
fhanna1994@gmail.com

PROPERTY COMBINATION
COMBINED PARCEL



COMBINED PROPERTY:

Lot 79 & 80, Assessor's Replat of Part of Torrey's, Hood's and Smith Addition, as recorded in Liber 41, Page 36 of Plats, Oakland County Records, Michigan.



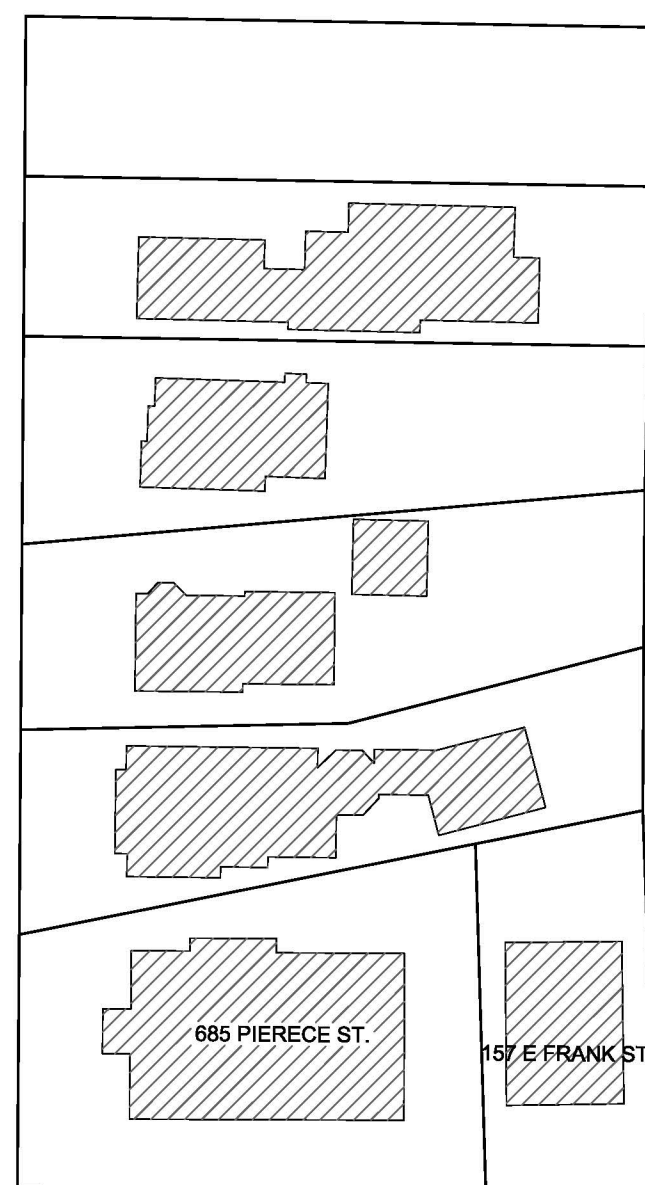
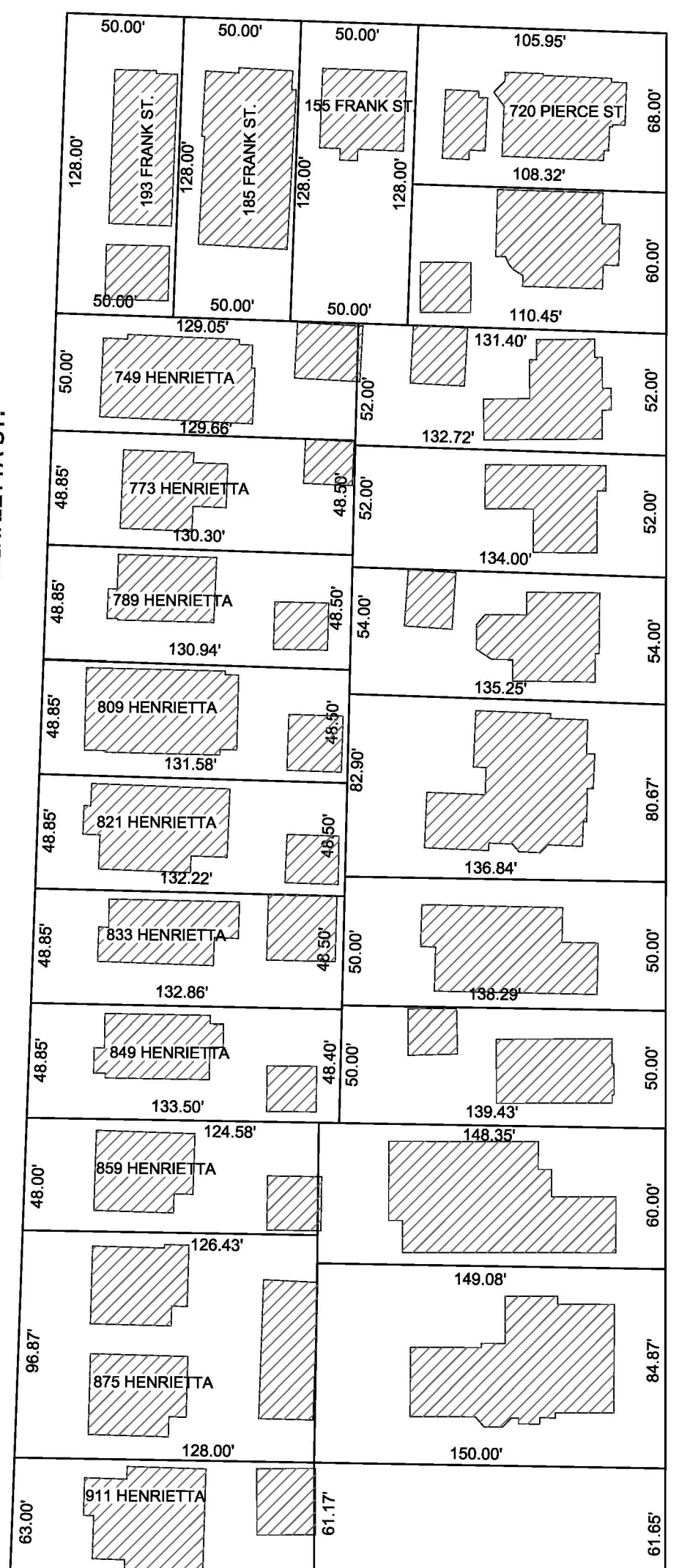
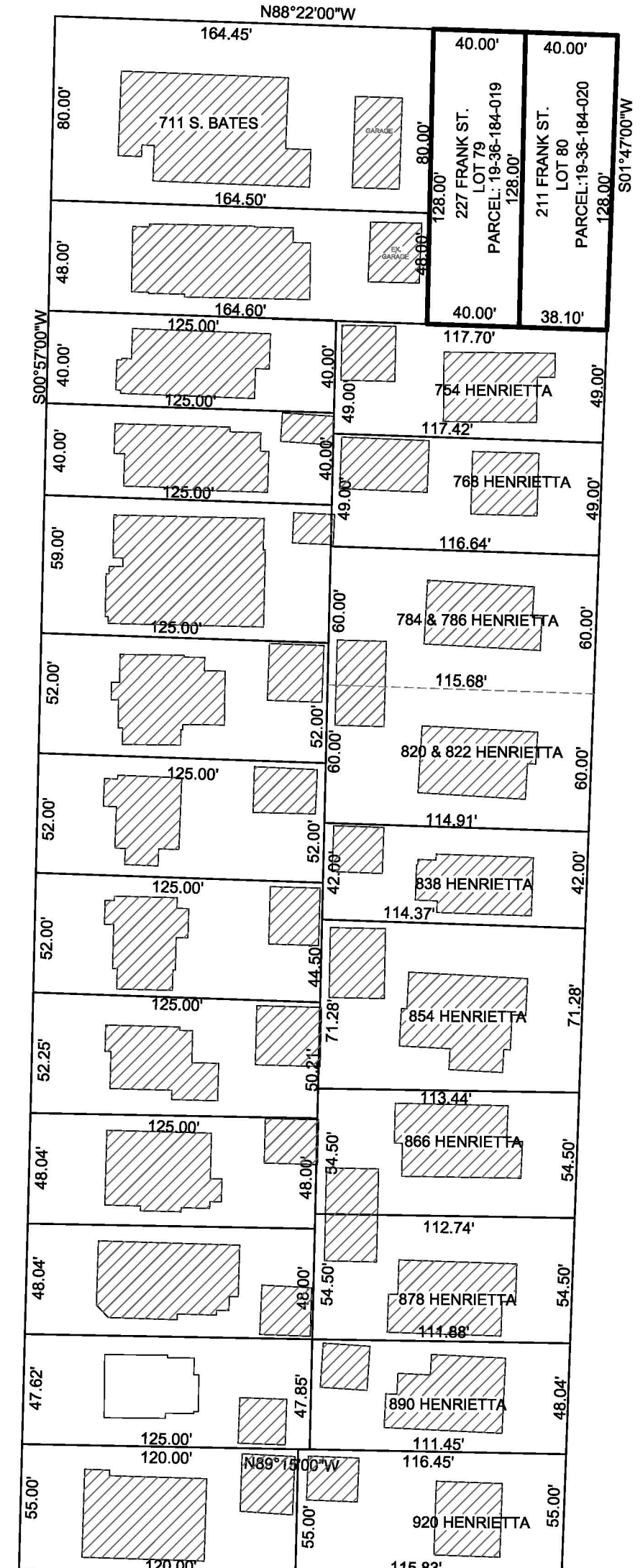
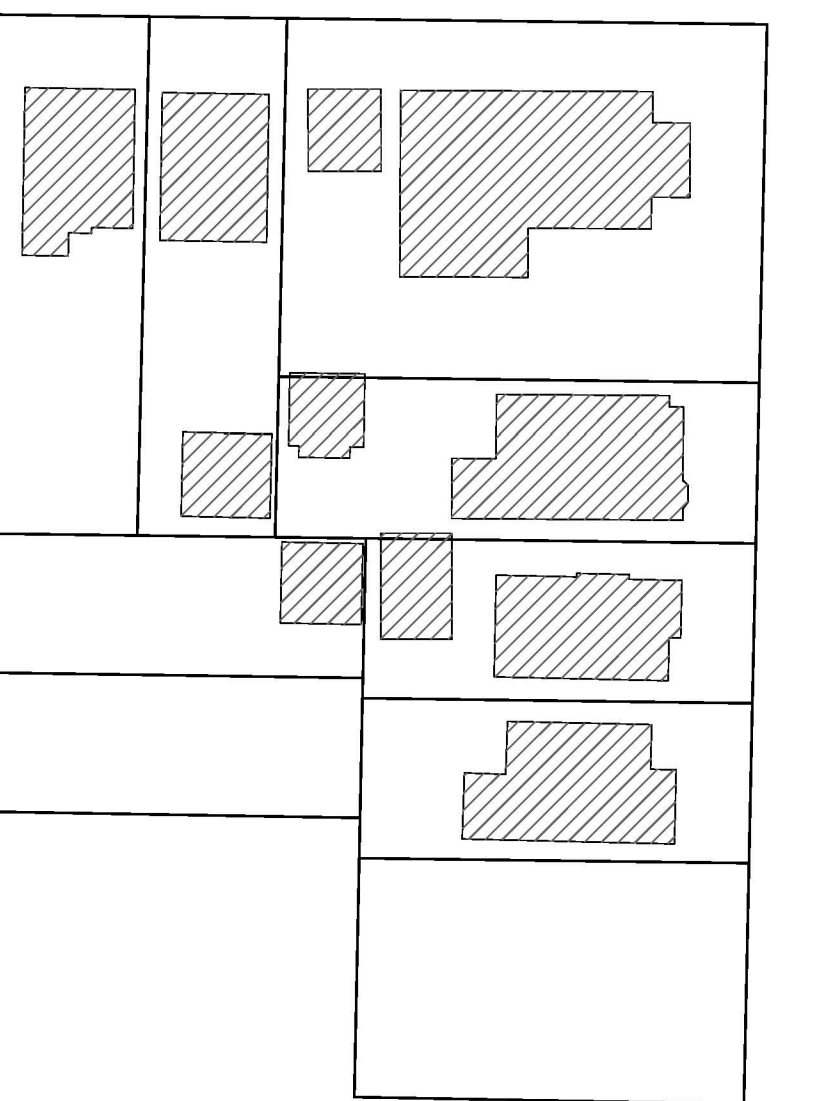
LEGEND

- F.M. FOUND MONUMENT
● S.I. SET IRON ROD

PROJECT: PROPERTY COMBINATION	
LOCATION: 211 & 227 FRANK STREET, BIRMINGHAM	
TITLE: PARCEL 19-36-184-019 & 19-36-184-020	
CLIENT:	
JOB #:	2-105
DRAWN BY:	F.H.
SHEET:	2 OF 2
DATE:	3-9-2020

J&A CIVIL ENGINEERING, INC.

18832 ROSEWOOD DRIVE
MACOMB TOWNSHIP, MI 48042
PHONE (586) 764-2414
fhanna1994@gmail.com



746 PURDY ST.
BARNUM PARK

NO.	ADDRESS	LOT WIDTH (FT)	LOT AREA (SQ. FT.)
1	668 Bates	111.3	15916
2	671 Bates	50	7500
3	692 Henrietta	61.5	5863
4	695 Henrietta	58.55	7861
5	684 Pierce	58	6917
6	708 Bates	50	7149
7	711 Bates	80	13163
8	193 Frank	50	6399
9	185 Frank	50	6398
10	155 Frank	50	6398
11	720 Pierce	68	7281
	AVERAGE	62.49	8259

*EXISTING HOUSE AND LOTS TO BE COMBINED
ARE NOT INCLUDED IN AVERAGES



LOCATION MAP
NO SCALE

SCALE: 1"=60'

NO.	ADDRESS	LOT WIDTH (FT)	LOT AREA (SQ. FT.)
1	668 Bates	111.3	15916
2	671 Bates	50	7500
3	692 Henrietta	61.5	5863
4	695 Henrietta	58.55	7861
5	684 Pierce	58	6917
6	708 Bates	50	7149
7	711 Bates	80	13163
8	193 Frank	50	6399
9	185 Frank	50	6398
10	155 Frank	50	6398
11	720 Pierce	68	7281
	AVERAGE	62.49	8259

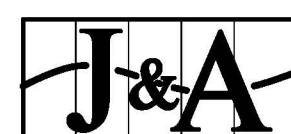
*EXISTING HOUSE AND LOTS TO BE COMBINED
ARE NOT INCLUDED IN AVERAGES



REVISIONS	DATE	REMARKS	DATE	REMARKS
	4/30/2020	CITY		



PROPOSED LOT COMBINATION FOR
FRANK STREET ASSOCIATES, LLC.
ADDRESS: 1945 HEIDI STREET, TROY, MI. 48064



J&A CIVIL ENGINEERING, INC.
18832 ROSEWOOD DRIVE
MACOMB TOWNSHIP, MI 48042
PHONE (586) 764-2414
fhanna1994@gmail.com

OVERALL NEIGHBORHOOD

<input checked="" type="checkbox"/> PRELIMINARY	CLIENT W. HANNA	PROJECT NO.	
<input type="checkbox"/> CONSTRUCTION	SCALE 1"=60'	DATE 3/4/2019	
<input type="checkbox"/> AS-BUILT	FILE 20-105	DRAWN BY FH	CHECKED BY CD

SHEET NO.
1/2

DATE: April 29, 2020

TO: Joseph A. Valentine, City Manager

FROM: Cheryl Arft, Acting City Clerk

SUBJECT: 2020 Art Birmingham – August 22-23, 2020 **AMENDED APPLICATION**

INTRODUCTION:

The Birmingham Bloomfield Art Center submitted an **AMENDED** Special Event application to hold the 2020 Art Birmingham event on Old Woodward Avenue between Bowers Street and Landon Street on August 22-23, 2020. Set-up for the event is scheduled for Friday, August 21st from 5 pm to 10 pm.

BACKGROUND:

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

The following events occur in August in Birmingham, and do not pose a conflict for this event:

Farmers Market Celebrate Birmingham	Sundays	Lot 6
Summer concerts	Wednesdays	Shain Park
Cruise	August 15 th	Woodward Ave, Downtown
Movie Night	Friday	Booth Park

Art Birmingham was asked to submit its COVID-19 Plan for the event, and it is included with the application.

LEGAL REVIEW:

No review required.

FISCAL IMPACT:

No fiscal impact.

SUMMARY

The City Commission is being asked to approve the **AMENDED** 2020 Art Birmingham special event to be held August 22-23, 2020 with set-up to begin Friday, August 21st between 5 pm and 10 pm. Tear-down will begin at the conclusion of the event on Sunday, August 23rd at approximately 5 pm to 9 pm.

ATTACHMENTS:

1. **AMENDED** Special Event application, with **COVID-19 PLAN AND TRAFFIC FLOW/GATE PLAN**
2. The **REVISED** Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on April 23, 2020. Notification addresses are on file in the Clerk's Office

3. Hold Harmless Agreements signed by The Guild of Artists and Artisans, and Birmingham Bloomfield Art Center (Certificate of Insurance due on or before August 7th).
4. **AMENDED** Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

To approve a request from the Birmingham Bloomfield Art Center to hold Art Birmingham on S. Old Woodward Avenue between Bowers Street and Landon Street on August 22-23, 2020 contingent upon compliance with all permit and insurance requirements, as well as payment of all fees and, further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

AMENDED

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

IMPORTANT: EVENTS UTILIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICER TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police Department acknowledgement: _____

I. EVENT DETAILS

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

FEES: **FIRST TIME EVENT:** **\$200.00**
 ANNUAL APPLICATION FEE: **\$165.00**

(Please print clearly or type)

Date of Application April 8, 2020 Amended

Name of Event 39th Annual Art Birmingham

Detailed Description of Event (attach additional sheet if necessary) Fine Art Fair featuring approximately 160 professional, jury selected artists, art demonstrations and art activities for all ages. The event is an annual fundraiser for the Birmingham Bloomfield Art Center.

Location S. Old Woodward (See Map)

Date(s) of Event August 22 & 23, 2020 Hours of Event Sat 10am-6pm Sun 10am-5pm

Date(s) of Set-up August 21, 2020 Hours of Set-up 5pm-10pm

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

Date(s) of Tear-down August 23, 2020 Hours of Tear-down 5pm - 9pm

Organization Sponsoring Event Birmingham Bloomfield Art Center

Organization Address 1516 S. Cranbrook, Birmingham, MI 48009

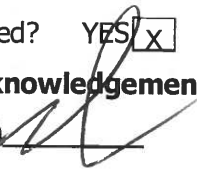
Organization Phone 248-644-0866

Contact Person Annie VanGeldereren

Contact Phone 248-644-0866 ext. 108

Contact Email annievangeldereren@bbartcenter.org

II. EVENT INFORMATION

1. Organization Type Non-profit
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)
The Guild of Artists & Artisans 118 N. Fourth Ave, Ann Arbor, MI 48104
Karen Delhey, Executive Director karen@theguild.org (734)662-3382 ext. 303
3. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary Birmingham Bloomfield Art Center
List expected income \$30,000
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe This is the 39th Annual Art Birmingham
5. Total number of people expected to attend per day 35,000+
6. The event will be held on the following City property: (Please list)
☒ Street(s) S. Old Woodward
☐ Sidewalk(s) _____
☐ Park(s) _____
7. Will street closures be required? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required) (initial here) 
8. What parking arrangements will be necessary to accommodate attendance? Exhibitors and Attendees will park in structures and surface lots

9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐

If yes, please provide number of staff to be provided and any specialized training received.

Describe Trained staff and temporary workers are on site from move-in through move-out to ensure safety and provide maintenance. Professional security is contracted for overnight security on Fri :

10. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO ☐

(Police Department acknowledgement prior to submission of application is required.) (initial here) [Signature]

Describe Police and paramedics

11. Will alcoholic beverages be served? YES ☐ NO ☒

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☒ NO ☐

X Live Amplification Recorded Loudspeakers

Time music will begin Noon each day

Time music will end by 5pm each day

Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

13. Will there be signage in the area of the event? YES ☒ NO ☐

Number of signs/banners Approximately 10 portable A-Frames

Size of signs/banners 21" x 36"

Submit a photo/drawing of the sign(s). **A sign permit is required.**

14. Will food/beverages/merchandise be sold? YES ☒ NO ☐

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

LIST OF VENDORS/PEDDLERS
(attach additional sheet if necessary)

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$200.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	33	\$4.00 each	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	4	\$250.00 per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	____ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		Contact the Fire Department.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Audio System		\$200.00 per day	Must meet with City representative.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	160	10x10
Portable Toilets	10	
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 39th Annual Art Birmingham

EVENT DATE August 22 & 23, 2020

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

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



Signature

4-7-20

Date

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

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



August 22 & 23, 2020

Produced by the Birmingham Bloomfield Art Center in partnership with The Guild of Artists & Artisans.

We realize that 2020 is proving to be a challenging year with protocols changing on an almost daily basis. Based on what we believe will be the requirements at that time, we propose the following safety measures for producing Art Birmingham amidst the Covid 19 Pandemic.

1. Health Screening for all staff and volunteers each day of the event prior to allowing onsite
2. Gate the event to limit capacity (dependent on current capacity requirements)
3. Encourage artists and fairgoers to wear masks for safety
4. Special shopping hours for immunocompromised individuals (9-10:30am)
5. One-way traffic flow inside the event.
6. Signage reminding people to adhere to 6' distance
7. Increase hand washing stations as well as have abundance of hand sanitizer throughout
8. Work with all artists and vendors to ensure they are following proper protocols for touchless sales including no cash transactions
9. Increased staffing for enforcement and sanitation
10. Remove the Art Activity Area
11. Increased spacing between booths

We will adhere to State of Michigan mandates and follow best practices as guided by the state and local government.

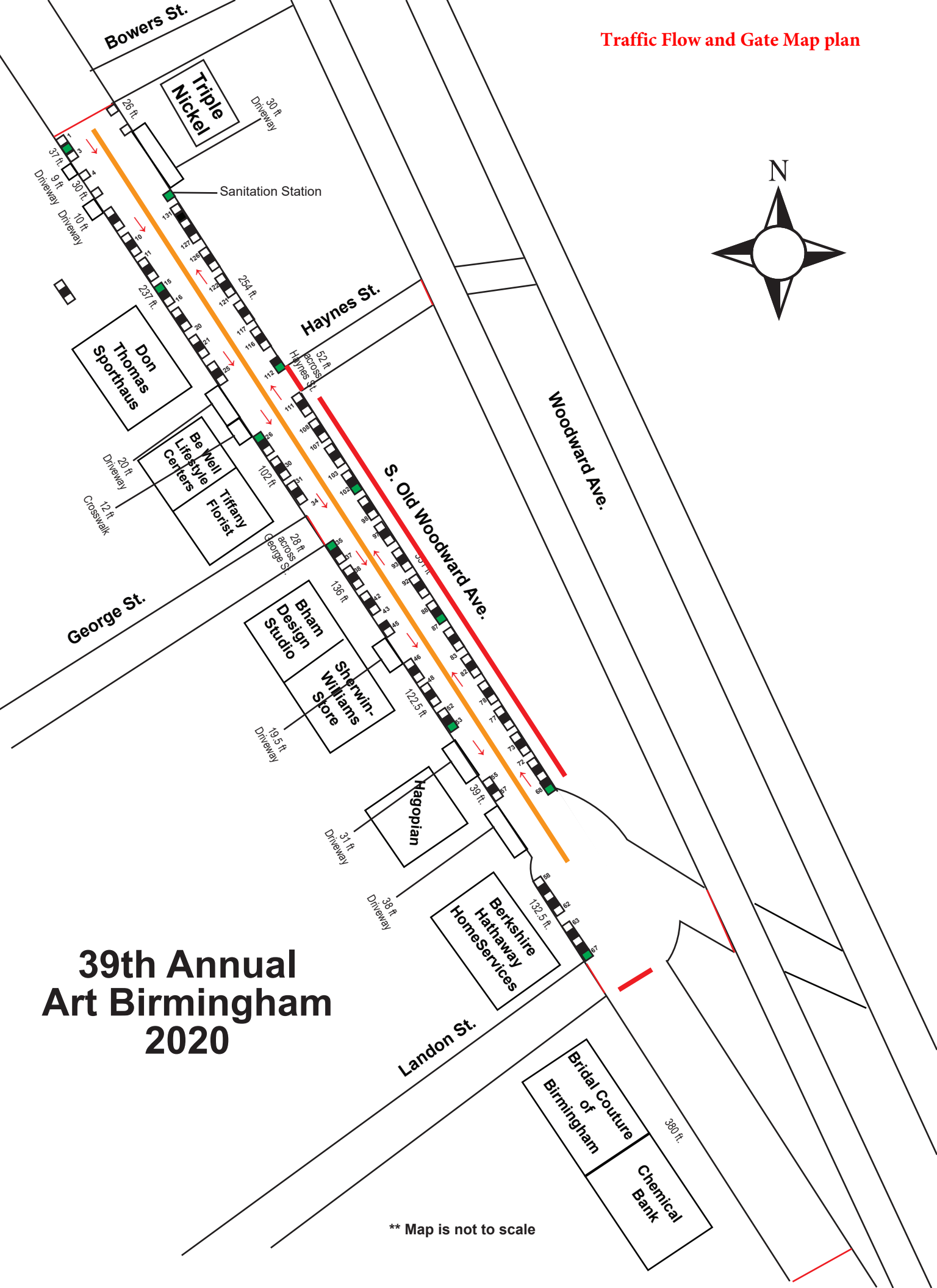
Thank you.

Karen Delhey
Executive Director
The Guild of Artists & Artisans

Annie VanGelderren
President/CEO
Birmingham Bloomfield Art Center



39th Annual Art Birmingham 2020



** Map is not to scale



REVISED NOTIFICATION: EVENT DATE CHANGE

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: TBD

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

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

EVENT INFORMATION

NAME OF EVENT: 39th Annual Art Birmingham
LOCATION: S. Old Woodward (layout enclosed)
***Note the Change in Location from Shain Park**
DATES/TIMES OF EVENT: Saturday, August 22, 2020, 10am – 6pm and
Sunday, August 23, 2020, 10am – 5pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY: A fine art fair featuring the handmade artwork of approximately 160 jury-selected artists. Now in its 39th year, the fair is a key annual fundraiser for the highly respected Birmingham Bloomfield Art Center (BBAC) whose "Art for All" vision delivers arts education and exhibitions to the community it serves. **If you experience any issues during the event, please contact the Birmingham Police Department at [248.530.1889](tel:248.530.1889).**

DATES/TIMES OF SET UP: Friday, August 21, 2020, meters bagged at 3pm with street closings at 5pm and move-in completed by 9pm
DATES/TIMES OF TEAR DOWN: Sunday, August 23, 2020, from 5pm to 9pm

DATE/TIME OF CITY COMMISSION MEETING: ****Monday, May 11, 2020**

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. A complete copy of the application to hold this special event is available for your review at the city clerk's office (248.530.1880). To receive updates on special events held in the city log on to www.bhamgov.org/enotify.

EVENT ORGANIZER: Birmingham Bloomfield Art Center
ADDRESS: 1516 S. Cranbrook, Birmingham, MI 48009
PHONE: 248.644.0866
For Questions on day of Event, Contact: Karen Delhey (734)646-8431

Attachment: Art Birmingham layout/map

***Please note upcoming regularly scheduled City Commission meetings for the City of Birmingham may be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 under the Governor of Michigan's Executive Orders 2020-15 and 2020-21. Visit www.bhamgov.org/ participate for a list of upcoming virtual meetings coming soon. Instructions for participating in virtual meetings using the Zoom platform are available on the city's website.*

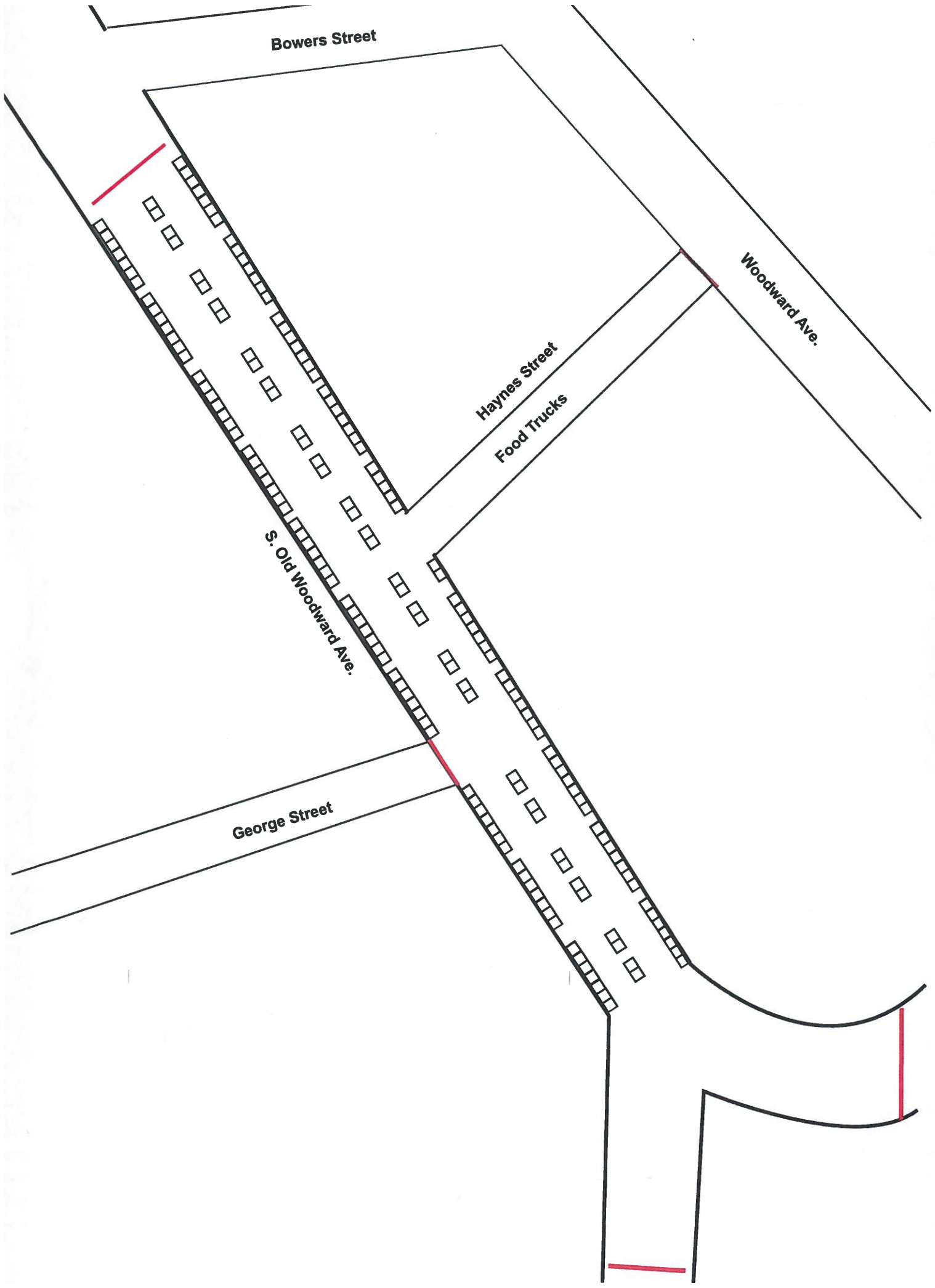
Bowers Street

Woodward Ave.

Haynes Street
Food Trucks

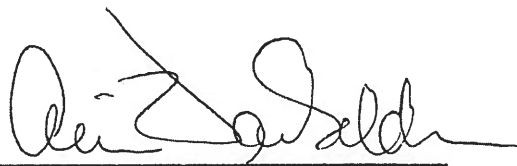
S. Old Woodward Ave.

George Street



Hold Harmless Agreement

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



Annie VanGeldereren
President and CEO

Date: 7-8-19



July 18, 2019

Hold Harmless Agreement

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

Karen Delhey

Executive Director

Date: July , 2019

T H E G U I L D O F A R T I S T S & A R T I S A N S

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

The Birmingham Bloomfield Art Center has been providing “art for all” since 1957 and is a regional non-profit art center committed to promoting the visual arts. The BBAC’s mission is “to connect people of all ages and abilities with visual arts education, exhibitions, and other creative experiences.” Each year more than 500 classes are offered for all skill levels and ages, preschool to senior citizens. Throughout the year, more than 9,000 individuals are served by classes, workshops, art camps, ArtAccess programs, special events and exhibitions (that are free and open to the public). The BBAC also supports hundreds of artists each year, with opportunities to teach, exhibit and sell their work.

EDUCATION

More than 500 classes and workshops are offered each year at the BBAC for adults and youth as young as three years old. Curriculum includes painting, drawing, ceramics, jewelry and metalsmithing, printmaking, sculpture, weaving, book arts, and more, and student artists range from the novice to the notable. There are always introductory or sampler classes for those with artistic desire who may not know exactly what they want to pursue.

EXHIBITIONS

- There are five distinct gallery spaces at the BBAC, each with a new exhibit about every eight weeks, and all are free and open to the public. Exhibiting artists range from “master” to emerging, and media includes painting, sculpture, fiber, and more. The BBAC is committed to providing its students with authentic exhibiting experience, and dedicates one gallery to adult student shows. The newest and fifth gallery is expressly dedicated to the work of ArtAccess participants and the youngest student artists.

OUTREACH

Since 2008, BBAC ArtAccess programs support the art center’s vision of “art for all” by striving to provide the transformative power of art to those who may have limited access, bringing meaningful hands-on experiences to those otherwise lacking the means to create and connect to the world of visual arts.

- **Meet Me @ the BBAC** – In 2013, the BBAC launched a new access program based on *Meet Me at MoMA*, created by The Museum of Modern Art (NYC), offering interactive gallery and art-making sessions for individuals with early- and mid-stage Alzheimer’s or dementia along with their caregivers.
- **Art of Caregiving** – New in 2016, the BBAC’s latest community outreach program offers a series of art workshops for caregivers of the elderly and people with Alzheimer’s/dementia – all free.
- **ArtBridge: Bridging High School to College to Careers in Visual Arts** – Aiming to help young people realize their educational and artistic career aspirations, ArtBridge is a comprehensive program that prepares motivated students by confirming and building their skills, making sure art fundamentals are well covered, providing college selection guidance and mentoring, and assisting with digital portfolio preparation. Thanks to funding from private foundations, each year dozens of motivated Detroit students considering art as a career participate in this program for no cost.
- **ArtBridge in Detroit: MacDowell Preparatory Academy** – In 2016, the BBAC adopted a Detroit middle school which had to eliminate all arts from its curriculum in 2010. We provide weekly art classes for all grades, including professional instructor and materials, plus a weekly after-school gathering to create art – all at no cost to the school or students.
- **Studio 1** – Addresses visual art education for special needs populations of all ages including historically underserved individuals and groups with unique physical, emotional, or developmental needs. By working with partner organizations, those who serve people with special needs of many kinds, the BBAC promotes multiple levels and cross-sectors of collaboration.
- **Sundays @ the Center** - Focusing on multi-generational programming, we offer monthly drop-in workshops, with two options for authentic art-making, led by an artist instructor. The cost is nominal and all materials are provided.
- **Seniors @ the Center** - Also offered monthly are drop-in visual art workshops that correspond to this age group, designed to teach a genuine art project each time. The cost per person is nominal, and participants range from individuals to groups from assisted living facilities.

DEPARTMENT APPROVALS

EVENT NAME ART BIRMINGHAM

LICENSE NUMBER #20-00011582

COMMISSION HEARING DATE: ~~SEPTEMBER 16, 2019~~

NOTE TO STAFF: Please submit approval by ~~JULY 24, 2019~~

DATE OF EVENT: ~~5/9-10/2020~~

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment			
BUILDING 101-000.000.634.0005 248.530.1850	MJM	All tents must be weighted down.		\$169.43	
FIRE 101-000.000-634.0004 248.530.1900	JMC	<ol style="list-style-type: none">1. No Smoking in any tents or canopy. Signs to be posted.2. All tents and Canopies must be flame resistant with certificate on site.3. No open flame or devices emitting flame, fire or heat in any tents. Cooking devices shall not be permitted within 20 feet of the tents.4. Tents and Canopies must be properly anchored for the weather conditions, no stakes allowed.5. Clear Fire Department access of 12 foot aisles must be maintained, no tents, canopies or other obstructions in the access		\$45	

aisle unless approved by the Fire Marshal.

6. Pre-event site inspection required.
7. A prescheduled inspection is required for food vendors through the Bldg. dept. prior to opening.
8. All food vendors are required to have an approved 5lbs. multi-purpose (ABC) fire extinguisher on site and accessible.
9. Cords, hoses, etc. shall be matted to prevent trip hazards.
10. Exits must be clearly marked in tents/structures with an occupant load over 50 people.
11. Paramedics will respond from the fire station as needed. Dial 911 for fire/rescue/medical emergencies.
12. A permit is required for Fire hydrant usage.
13. Do Not obstruct fire hydrants or fire sprinkler connections on buildings.
14. Provide protective barriers between hot surfaces and the public.
15. All cooking hood systems that capture grease laden vapors must have an approved suppression system and a K fire extinguisher in addition to the ABC Extinguisher.
16. Suppression systems shall be inspected, tested, and properly tagged prior to the event. All Sprinkler heads shall be of the 155 degree Quick Response type unless serving an area of high heat and approved by the Fire

		Marshal. The suppression system shall have a continuous water supply as well as a secondary back up supply. Activation of the suppression system will shut down the ride and cause illumination of the exits.			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and barricades		\$1500	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL 4/22/20	Trash boxes, set-up, barricade placement, dumpsters. Based on revised dates, cost increase is due to necessary hand watering of flower beds, and cost to repair lawn as needed. Duration of irrigation system off will cause stress/damage to lawn. (When event is in May, the flowers are not yet planted, and the weather is more conducive for lawn repair- grass can withstand the stress better-cooler temps, more chance for rain).		\$3750	
ENGINEERING 101-000.000.634.0002 248.530.1839	A.F.	Maintain 5' clearance on all sidewalks for pedestrian access route. No pavement damage allowed for tents or other structures.	None	\$0	\$0
SP+ PARKING					
INSURANCE 248.530.1807	CA	COI must be submitted. Hold Harmless Agreements in file.	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803		Notification letters to be mailed by applicant no later than 8/31/19**. Notification addresses on file in the Clerk's Office. Evidence of required	Applications for vendors license must be submitted no later than 4/23/20.	\$165 pd	

		insurance must be on file with the Clerk's Office no later than 4/23/20**.			
		**Revised notification letters for 5/11/2020 Commission meeting mailed on 4/27/2020.			
				TOTAL DEPOSIT REQUIRED	ACTUAL COST
				\$5464.43	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 4/29/20

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MEMORANDUM

DATE: May 6, 2020

TO: Joseph A. Valentine

FROM: Timothy J. Currier, City Attorney

SUBJECT: Obstruction Permit Agreement for the Right-of-way Occupancy by Temporary H Piles

INTRODUCTION:

- As the City Commission is aware, the Varsity Shop project has received final site plan approval and is in the process of securing its building permits from the Building Department. In order to provide the least disruptive method of construction, an Obstruction Permit Agreement for Right-of-way Occupancy by Temporary H Piles is being proposed to the City.

BACKGROUND:

- The Michigan Building Code permits foundation projections into the right-of-way when permanent portions, which are located 96 inches below the grade of the property. The Birmingham Zoning Ordinance, Sec. 4.74(D)(4) provides for below ground encroachments and temporary encroachments such as the Obstruction Permit. The earth retention system proposed would provide support for the Varsity Shop project and will be the least disruptive to adjacent residential dwellings and businesses. The City administration believes it is in the best interest of the community that such improvements be made.

LEGAL REVIEW:

- The City Attorney's office reviewed the proposed Obstruction Permit Agreement for Right-of-Way Occupancy by Temporary H Piles, as well as the underlying Michigan Building Code, and the Birmingham Zoning Ordinance, and find all of them to be satisfactory.

FISCAL IMPACT:

- There will be no adverse fiscal impact to the City by approving this Agreement. In fact, there will be additional improvements provided to the City in the amount of \$10,000 towards the development of gardens, plantings and public art on the public space directly across the street from the Varsity Shop on the south side of Merrill, which is in front of the Pierce Street Parking Garage.

SUMMARY:

- We are requesting the City Commission to vote to approve the Obstruction Permit Agreement for Right-of-Way Occupancy by Temporary H Piles, and authorize the Mayor and Clerk to sign the same.

ATTACHMENTS:

- A copy of the Obstruction Permit Agreement for Right-of-Way Occupancy by Temporary H Piles.

SUGGESTED RESOLUTION:

- To approve the Obstruction Permit Agreement for Right-of-Way Occupancy by Temporary H Piles and authorize the Mayor and Clerk to sign on behalf of the City.

**OBSTRUCTION PERMIT AGREEMENT FOR
RIGHT-OF-WAY OCCUPANCY BY TEMPORARY H PILES**

THIS AGREEMENT is made on the _____ day of _____ 2020 between the City of Birmingham, a Michigan municipal corporation, 151 Martin Street, Birmingham, Michigan, ("City"), and 277 Development Associates, L.L.C., a Michigan Limited Liability Company, whose address is 39400 Woodward Avenue, Suite #250, Bloomfield Hills, Michigan, 48304 ("277").

WHEREAS, the Kojaian Development project is being developed by 277 Development Associates, LLC and is located at 277 Pierce ("Project"); and,

WHEREAS, 277 applied for and received final site plan approval for the Project on August 23, 2017; and,

WHEREAS, 277 is providing a public benefit through a contribution of Ten Thousand Dollars (\$10,000.00) towards gardens, plantings and public art improvements on the public space directly across the street on the south side of Merrill Street. It is the public space in front of the Pierce Street Parking Garage; and,

WHEREAS, the Michigan Building Code does permit foundation projections into the right-of-way when permanent portions of which are located ninety six (96) inches below grade; and,

WHEREAS, Section 4.74(D)(4) of the Birmingham Zoning Ordinance provides for below ground encroachments and temporary encroachments; and,

WHEREAS, the earth retention system proposed will be the least disruptive to adjacent residential dwelling units and businesses; and,

WHEREAS, the City believes it is in the best interest of the community for such improvements; and,

WHEREAS, the City, therefore, believes it is also in the best interest of the City to enter into an Agreement for the temporary occupancy of the public property by temporary H piles, with any remaining portions of the temporary H Piles being 96" below grade. (The term "H piles" shall mean and include the piles and the wood laggings associated therewith.)

NOW, THEREFORE, in consideration of the permission to install and maintain H piles to be owned and used by 277 at City right-of- way locations sited as described below and in the manner shown by the approved installation drawings, 277 and City agree:

1. The Subject Premises (hereafter "The Premises"):

The H piles shall be located within the following areas and as described more specifically on the approved installation drawings:

CML

In the public right-of-way, within eighteen (18) inches of the public property line adjacent to the eastern private property line, southerly property line and westerly portions of the property lines of 277 Pierce.

Each H pile shall cut *off* ninety-six inches (96") below surface grade at the time of completion of foundation work with the disconnected and cut off section above 96" being removed and the remainder will be abandoned in place upon completion of foundation work, until such time as the City, in its discretion, requires the remainder removed in accordance with paragraph 4C hereof. The H piles shall be located and installed on and in The Premises as shown on the attached drawing. No departure shall be made at any time from the foregoing except upon permission in writing granted by the City.

This Agreement shall not be deemed or construed as transferring to 277 any real property interest in the Premises or any right in the nature of any real estate or real property interest in land, in whole or in part, irrespective of any expenditure by 277 in connection with the installation and maintenance of the H piles. The foregoing does not determine or modify the rights of 277 as set forth above.

2. Serviced Property.

The property serviced by this use is located at the street address of 277 Pierce. Parcel ID No.: 08-19-36-201-010.

3. Use.

277 may use the Premises only as follows:

- A. 277 must comply with all applicable laws; regulations; and ordinances, only to the extent modified hereby
- B. 277 must comply with the requirements of "Miss Dig" as set forth in MCL §460.718. The provisions of Paragraph 3.B. shall survive the duration of this Agreement as provided for in Section 4.
- C. This Agreement is intended for use of 277 only. Use by any other occupant of the serviced property or of any other property is not a permissible use; provided, however, 277's contractors may carry out the temporary H Piles work, and the Tenants and future owners may rely upon the permissions granted herein.
- D. This Agreement is not transferable to successors or assigns except that 277, with the written permission of the City (which will not be unreasonably withheld or delayed), may transfer use to a parent entity or an entity under common control with 277, provided no entity other than an authorized transferee or 277 owns or occupies the serviced property.

CM

4. Duration.

- A. Except as otherwise provided, including the right to leave the H piles in place, this Agreement will last for two (2) years unless one or more of the following events occurs, in which case the City may terminate this Agreement early by providing written notice to that effect to 277:
1. 277 breaches the conditions of use, if 277 fails to cure such breaches within 10 days for the receipt of such notice.
 2. 277 fails to pay any fee when due, if 277 fails to cure such failure to pay within 10 days of the receipt of such notice.
- B. Except as otherwise provided herein, to leave in place, upon termination of this Agreement or upon the removal or abandonment of the building wall H piles and H piles in accordance with Section 6.E. hereof, all rights of 277 shall cease and terminate, and this instrument shall become and be null and void, without any liability on the part of either party to the other party except only as to any liability accrued prior thereto.
- C. If 277 wants to renew or extend the term of this Agreement beyond the original termination date, 277 shall ask the City for such renewal or extension at least sixty (60) days before the termination date. The City will consider renewal of this Agreement or extension of the duration upon terms and conditions prevailing at the time of the expiration of the current term. 277 agrees that during the term of any such renewal or extension, if 277's use conflicts with an existing or proposed City use of the Premises, the City may terminate this Agreement on six (6) months' notice. Where feasible, the City will consider a request by 277 to relocate the building wall H piles to a location not conflicting with the City's existing or proposed use.

5. Fee.

277 shall pay fees as follows:

- A. The Building Permit Application Processing and Review Fee, permit fees and inspection fees as required by the Schedule of Fees established by the City.

6. Installation and Maintenance Requirements.

277 agrees to the following installation and maintenance requirements:

- A. The Premises shall be used for H piles purposes only.

- B. Any area disturbed during the H pile installation or any maintenance and partial removal activity shall be restored or repaired at completion of building installation to a condition as good or better than existing immediately prior to the installation or maintenance activity.
- C. Proper traffic control, where and when applicable, shall be maintained in accordance with current Public Services Department's Standard Specifications during all installation or maintenance activity.
- D. The work of installing and cutting off the H piles, shall be done so as to not interfere with the proper and safe use or operation of City right-of-way and public property by the public and under the following general conditions:
 - 1. 277 agrees to take reasonable precautions to minimize damage to the Premises, and any other property, real or personal of the City and shall at all times be obligated to maintain or restore properly the Premises.
 - 2. 277 and/or 277's Contractor's access to and ingress and egress from the Premises will occur during the normal business and installation hours, unless the City provides prior authorization for access outside of normal business and installation hours.
 - 3. 277 shall provide the City with a minimum of forty-eight (48) hours' notice prior to the commencement of any installation activity and such notice may be given in writing, fax or telephone addressed to:

City of Birmingham Building Official
151 Martin Street
Birmingham, MI 48009
Telephone: (248) 530-1842
Facsimile: (248) 530-1282

- 4. If 277 desires or is required by any regulatory body duly constituted and appointed in compliance with the laws of Michigan and having jurisdiction in the premises, to revise, add to or alter in any manner whatsoever the H piles, 277 shall submit plans to the City and/or any other necessary party and obtain written approval before any work or alteration of the H piles is performed and the terms and conditions of this Agreement with respect to the original installation shall apply thereto.
- E. The H piles will be abandoned in place, but will be cut and removed to ninety-six inches (96)" below surface grade upon completion of the foundation as described in Section 1 above. The remainder of the temporary H piles may be required to be removed in accordance with paragraph 1 hereof.

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- F. A PDF version and an AutoCAD electronic file of the "as built" plans of the building H-pile installation shall be submitted to the City within thirty (30) days after the building wall H-piles have been installed.
- G. All costs and expenses in connection with the installation, maintenance, repair, relocation and/or removal of the building wall H piles shall be borne by 277.
- H. 277 shall be specially assessed for 100% of all streetscape improvements adjacent to its property.

7. Reimbursement/Indemnification/Insurance.

277 agrees to the following:

- A. To the extent permitted by law, defend, hold harmless and indemnify the City from all claims or suits of any nature arising from or the City may be subjected to by reason or on account of the installation, maintenance, relocation, removal or use of the building wall H piles in City right-of-way. The provisions of Paragraph 7.A. shall survive the termination of this License.
- B. 277 shall furnish the City with certificates of insurance evidencing insurance coverage for the following:
 - 1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes.
 - 2. Commercial General Liability Insurance. There shall be no added exclusions or limiting endorsements to restrict the policy coverage for Products and Completed Operations Hazard and for Explosion, Collapse and Underground Hazards. Further, the following minimum limits of liability are required: \$1,000,000 each occurrence as respect bodily injury liability or property damage liability, or both combined;
\$2,000,000 per job general aggregate; \$1,000,000 personal and advertising injury; and \$2,000,000 products and completed operations aggregate.
 - 3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each accident as respects bodily injury liability or property damage liability, or both combined.
 - 4. Additional insured. Commercial general liability insurance and motor vehicle liability insurance as described above shall include an endorsement stating the following shall be Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and

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volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage be primary.

5. Documentation acceptable to the City Attorney showing the insurance is in effect shall be filed with the City prior to any on-site work.

8. Warranties.

- A. 277 warrants that it is the owner of the serviced property.
- B. During the term of this Agreement, 277 warrants that it will not allow the use of The Premises by any person or entity except 277 and its contractors.
- C. The signatory below warrants that he/she has full authority to enter into this agreement on behalf of 277.

9. Other Permits Required.

277 at its sole risk, cost and expense shall obtain all permits and approvals which may be necessary or appropriate and 277 shall assume all cost and expense and responsibility in connection with said permits and approvals, without any liability whatsoever on the part of the City.

10. Miscellaneous

- A. Terminology. As used in this License, the term "277" shall include the contractors and agents of 277. 277's related parties, common owners and the condominium association.
- B. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed, governed and enforced in accordance with the laws of the State of Michigan.
- C. Severability. If any term, obligation or condition of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Agreement or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation or other provision of this Agreement is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provision of this Agreement unless expressly so provided.

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- D. Waiver. The waiver by the non-breaching party of any breach of any term, covenant, obligation or condition here contained by the breaching party shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained. Neither party shall be deemed in breach of this Agreement unless the non-breaching party gives the breaching party notice specifying what would otherwise be the breach and the breaching party does not effect a cure within thirty (30) days.
- E. Third Party Beneficiary. Nothing contained in this Agreement shall be construed as to confer upon any other party the rights of a third party beneficiary. No other persons or entities may enforce it for their benefit, nor shall they have any claim or remedy for its breach.
- F. Assignability. 277 shall not, without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, the Assignor's interest in this Agreement or to sublet the whole, portion or any portions of the subject premises except when the assignment of the agreement is pursuant to the sale of the building. Notwithstanding the foregoing, the City's consent shall not be required in order for 277 to enter into leases or other agreements with third parties with respect to the improvements installed in connection with the project provided that such leases and/or agreements do not permit such third parties to violate the terms of the agreement. Promptly after entering into such a lease or other agreement, 277 shall provide written notice thereof to the City. Provided further, in the event that the Property is developed as condominium(s), then the transfer of condominium units within the condominium project shall not require the consent of the City.
- G. Entire Agreement. The entire agreement between the City and 277 with respect to the Premises is set forth in this Agreement and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, with respect to 277's agreement of the Premises other than as set forth herein. No change or modification of any of the terms, obligations or provisions of this Agreement shall be valid unless in writing and signed by the parties. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

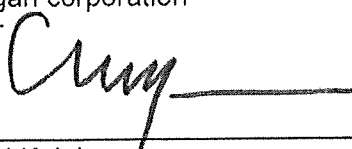
CITY OF BIRMINGHAM, A Michigan
Municipal Corporation

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, Clerk

277 DEVELOPMENT ASSOCIATES, L.L.C.,
A Michigan limited liability company
By: 277 DEVELOPMENT ASSOCIATES-MM,
INC.,

a Michigan corporation
Its: Manager

By:  _____
C. Michael Kojaian

Its: President _____

APPROVALS:

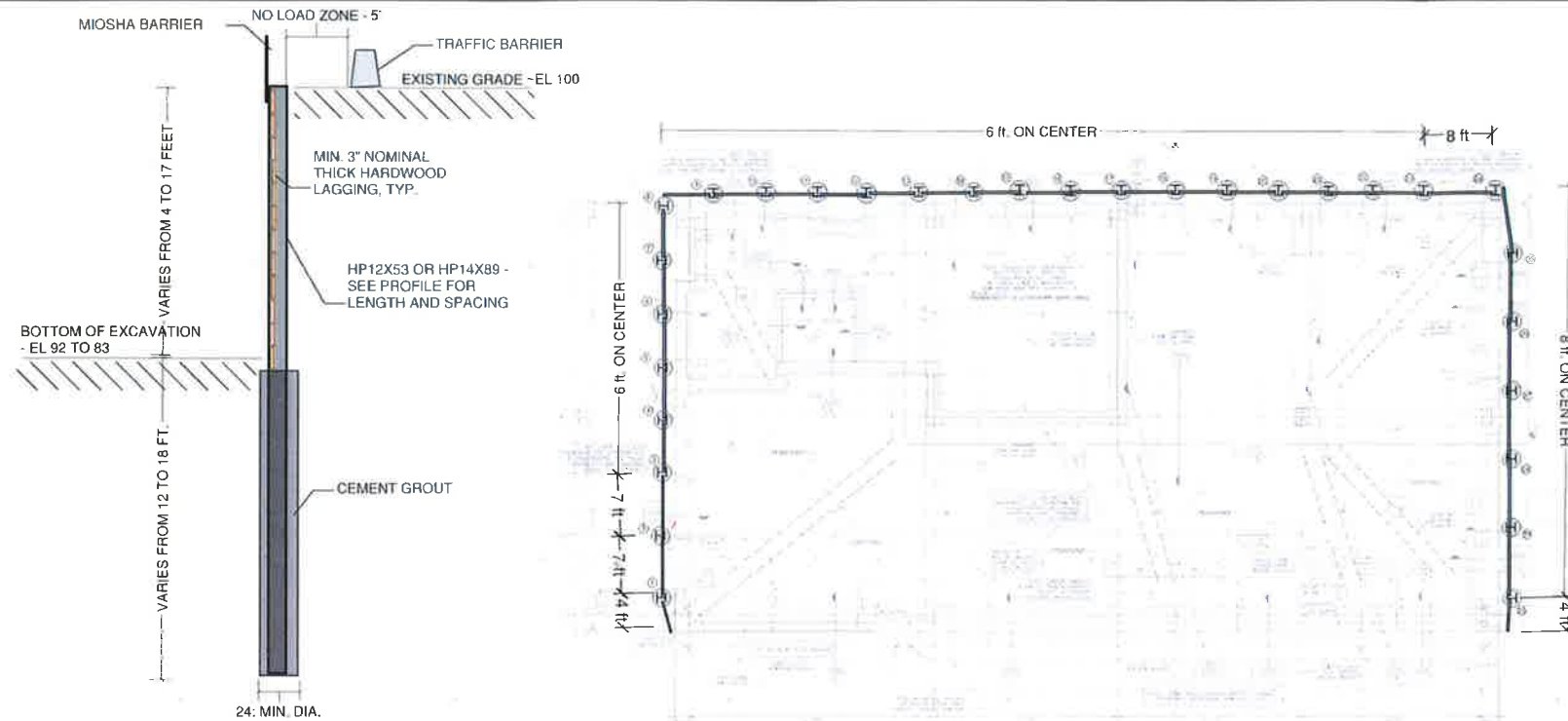
Bruce R. Johnson, Building Official
as to substance

Mark Gerber, Finance Director
as to substance

Joseph A. Valentine, City Manager
as to form

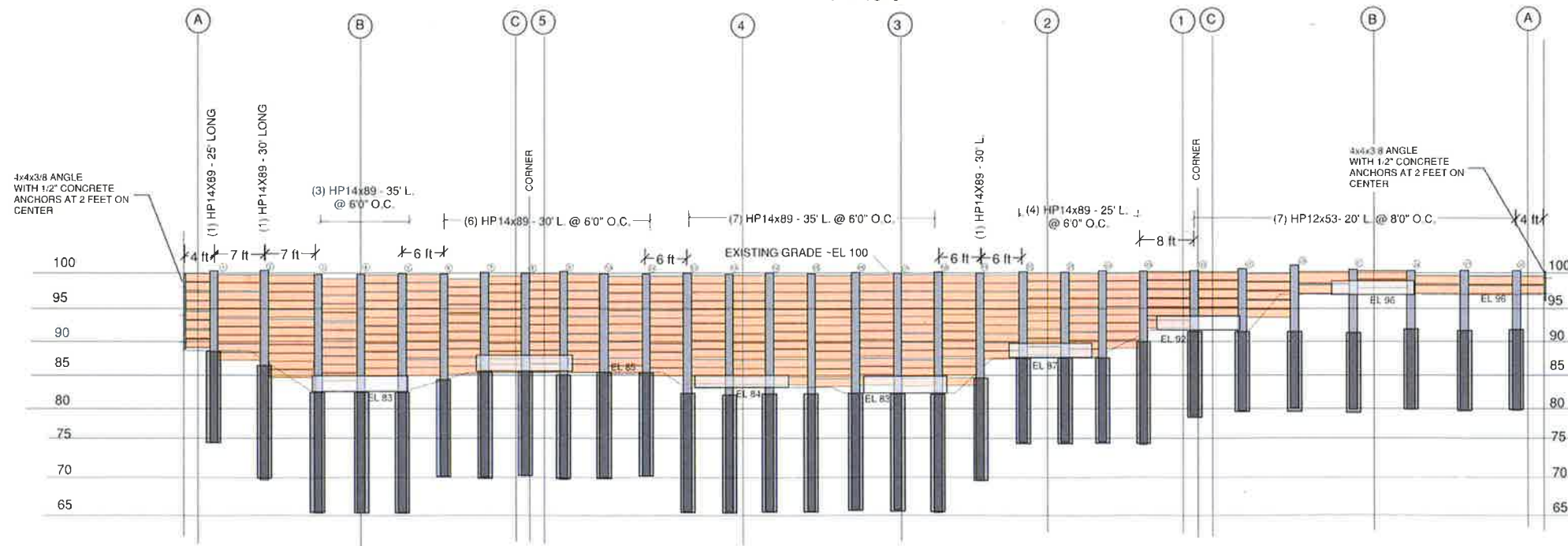
Timothy J. Currier, City Attorney
as to form

Austin Fletcher, City Engineer
as to form



TYPICAL SECTION
1" = 5'-0"

PLAN VIEW
1" = 10'-0"



PROFILE VIEW (FROM INSIDE OF EXCAVATION)
1" = 10'-0"

GENERAL NOTES

AT A MINIMUM, THE ERS DESIGN SHALL MEET OR EXCEED THE PERFORMANCE CRITERIA FOUND IN THESE PLANS AND SPECIFICATIONS. THE ERS CONTRACTORS SHALL ALSO INCLUDE PROTECTING NEARBY EXISTING STRUCTURES, PAVEMENTS, UTILITIES, ETC., FROM DAMAGE DUE TO CONSTRUCTION OF THE ERS AND EXCAVATION OF THE SITE.

LAYOUT SHALL BE PERFORMED BY A PROFESSIONAL SURVEYOR REGISTERED IN THE STATE OF MICHIGAN. THE SURVEYOR SHALL DETERMINE THE FINAL WALL LOCATION BASED ON THE LATEST CIVIL ARCHITECTURAL AND STRUCTURAL PLAN DRAWINGS. THE ERS CONTRACTOR SHALL CONTACT THE CONSTRUCTION MANAGER AND ERS DESIGN ENGINEER IF THERE ARE DEVIATIONS BETWEEN THE ERS PLANS AND THE LATEST PROJECT PLANS.

REFER TO GEOTECHNICAL INVESTIGATION REPORT BY G2 CONSULTANTS, DATED NOVEMBER 6TH, 2018 FOR GEOTECHNICAL INFORMATION.

SURCHARGE LOADS FROM CONSTRUCTION EQUIPMENT MUST NOT EXCEED 250 PSF AND CANNOT BE APPLIED CLOSER THAN 5 FEET FROM THE BACK OF THE ERS. PERMANENT VEHICLE TRAFFIC MUST BE POSITIONED NO CLOSER THAN 10 FEET FROM THE BACK OF THE RETAINING WALL. APPROPRIATE TRAFFIC BARRIERS SHALL BE ERECTED TO PREVENT THIS VEHICLE NO LOAD ZONE FROM BEING CROSSED.

PROTECT THE EXISTING STRUCTURES AROUND THE SITE FROM DAMAGE DURING THE INSTALLATION OF THE ERS. DURING EXCAVATION, PREVENT THE REMOVAL OF EXCESSIVE SOIL CUTTINGS FROM BEHIND THE WALL, WHICH COULD RESULT IN EXCESSIVE LATERAL MOVEMENT OR SUBSIDENCE.

PROVIDE ADEQUATE SITE DRAINAGE AND DIRECT SURFACE WATER RUNOFF AWAY FROM ERS.

THE SOILS AT THIS SITE CAN RAVEL AND RUN BETWEEN SOLDIER BEAMS AND LAGGING BOARDS, WHICH INCREASE THE RISK OF DAMAGE TO THE NEIGHBORING STRUCTURES/UTILITIES. THEREFORE, THE CONTRACTOR MUST PREVENT GROUND LOSS THROUGH/AROUND WALL DURING AND AFTER EXCAVATION. PROMPTLY FILL IN GAPS BEHIND WALLS WITH GROUT.

MONITOR WALL MOVEMENTS AND ADJACENT STRUCTURES USING SURVEY EQUIPMENT. CEASE EXCAVATION IF EXCESSIVE MOVEMENTS ARE OBSERVED AND PROVIDE SUPPLEMENTAL PROTECTIVE MEASURE AS NECESSARY TO PREVENT ADDITIONAL MOVEMENT.

ALL STRUCTURAL STEEL SHALL CONSIST OF STEEL CONFORMING TO ASTM A 572 (GRADE 50).

ALL MISCELLANEOUS PLATES, ANGLES, AND OTHER STRUCTURAL SHAPES SHALL CONFORM TO ASTM A 36.

WELDING ELECTRODES SHALL CONFORM TO THE REQUIREMENTS OF AWS A5.1, CLASS E70 OR APPROVED EQUAL. ALL WELDING SHALL CONFORM TO AWS D1.1 CODE FOR WELDING IN BUILDING CONSTRUCTION.

SOLDIER PILES NOTES

SOLDIER PILE SIZES AND LENGTHS SHOWN ON THE ERS DESIGN PLANS.

THE FINAL LAYOUT AND ELEVATIONS OF THE SOLDIER PILES WILL DEPEND ON THE SITE CONDITIONS, AND MUST BE FIELD VERIFIED ALONG WITH THE FINAL LAYOUT OF THE PROPOSED IMPROVEMENTS. THE ERS DESIGN SHOULD BE ADJUSTED AS NECESSARY TO AVOID POTENTIAL CONFLICTS.

ERS CONTRACTOR TO VERIFY LOCATIONS OF EXISTING UTILITIES, FOUNDATIONS BASEMENTS, STRUCTURES OR OTHER POTENTIAL OBSTRUCTIONS PRIOR TO INSTALLING THE SOLDIER PILES. ANY CONFLICTS SHOULD BE ADDRESSED BY THE ERS DESIGN ENGINEER.

USE SURVEY METHODS TO ALIGN PILES AND TO VERIFY PILES ARE NOT IN CONFLICT WITH THE PROPOSED CONSTRUCTION.

ALL SOLDIER PILES SHOULD BE INSTALLED BY PREDRILLING. DRIVING OF PILES IS NOT PERMITTED.

MAINTAIN AT LEAST 3 FEET OF CLEARANCE BETWEEN CONSTRUCTION OF THE ERS AND BELOW GRADE STRUCTURES AND UTILITIES. IF CLEARANCE BETWEEN THE ERS AND BELOW GRADE STRUCTURES AND UTILITIES IS LIMITED TO BETWEEN 1.5 AND 3 FEET, SOFT-DIG PRIOR TO INSTALLATION OF THE ERS TO FIELD LOCATE BELOW GRADE STRUCTURES AND UTILITIES. INSTALL SOLDIER PILES IN PRE-DRILL HOLES WITH WEBS ORIENTED PERPENDICULAR TO THE ERS WALL FACE.

AFTER PLACING SOLDIER PILE BACKFILL, PRE-DRILL WITH A CONTROLLED LOW STRENGTH MATERIAL (CEMENT GROUT OR LOW STRENGTH) - 1,500 PSI MINIMUM.

LAGGING NOTES

LAGGING MAY CONSIST OF CONSTRUCTION GRADE TIMBER LAGGING (MIN. 3 INCHES THICK) OR STEEL PLATES (1 INCH MIN. THICK). CONNECT LAGGING TO SOLDIER PILES AS SHOWN ON THE ERS PLANS.

PLACE LAGGING IN MAXIMUM VERTICAL LIFTS OF 4 FEET.

REDUCE HEIGHT AND USE SUPPLEMENTAL GROUT AS NECESSARY IF EXCESSIVE CAVING AND SLOUGHING OCCURS.

TO PREVENT THE LOSS OF SUBGRADE SOILS FROM BEHIND THE WALLS, FILL ALL GAPS AND VOIDS BEHIND LAGGING WITH GROUT PRIOR TO PROCEEDING TO THE NEXT VERTICAL LIFT.

GENERAL SEQUENCE OF CONSTRUCTION

LAYOUT ERS WALL AND VERIFY UTILITIES.

INSTALL SOLDIER PILES BY PRE-DRILLING AND BACKFILLING WITH CEMENT GROUT OR LOW STRENGTH CONCRETE.

SEQUENTIALLY EXCAVATE AND INSTALL LAGGING. FILL VOIDS AND PLACING ADDITIONAL GROUT AS NECESSARY.

EXCAVATE AND CONSTRUCT FOUNDATIONS ADJACENT TO WALLS WITHIN 2 DAY TWO DAYS TO LIMIT LATERAL DEFLECTION, (BY OTHERS).

CONSTRUCT GRADE BEAMS AND PILE CAPS (BY OTHERS).

CONSTRUCT BELOW GRADE WALLS AND PIERS (BY OTHERS).

ABANDON SOLDIER PILES AND LAGGING IN PLACE.

CUT OFF SOLDIER PILES BELOW FINAL GRADE AS REQUIRED BY PROJECT REQUIREMENTS.



www.sme-usa.com

Scale



Project

277 PIERCE STREET

Project Location

BIRMINGHAM, MI

Sheet Name

TEMPORARY EARTH RETENTION
PLAN

Engineer's Seal



Revisions

REV	ISSUED FOR	DATE	BY
0	FOR REVIEW	2-14-20	TBE

Date

2-14-20

SME Project No.
080964.03

Project Manager:

T. BEDENIS, PE

Designer:

T. BEDENIS, PE

CADD:

T. BEDENIS, PE

Checked By:

J. RINKEL, PE

Sheet No.

TERS-1

CONSULTANTS WITH NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THESE PLANS.
ALL APPROVALS MUST BE MADE IN WRITING BY THE ENGINEER.
CONSULTANT OF RECORD
SME



MEMORANDUM

Office of the City Manager

DATE: May 11, 2020

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Greenwood Cemetery – Service Provider Contract Recommendation

INTRODUCTION:

In November 2019, the Commission approved an agreement with Creative Collaborations, LLC to provide burial services on behalf of the City of Birmingham for the Historic Greenwood Cemetery. The original agreement was executed for a term of six months. At that time, staff was directed to work with the Greenwood Cemetery Advisory Board to determine if there were alternative arrangements for the City to pursue that would be more cost effective.

The Advisory Board has had the opportunity to discuss and reflect on key performance indicators that help assess the type and level of services that need to be provided to ensure a quality operation over the past couple of months. They also worked with staff to evaluate the economics involved with providing cemetery services directly versus hiring an outside service provider specializing in the death care industry.

The approved contract with Creative Collaborations will expire on May 31, 2020.

On April 15, 2020, the Advisory Board approved a resolution recommending that the contract extend for a period of one year through May 31, 2021 with options to renew at the end of each year. Staff and the Advisory Board will continue to review and assess the service levels and explore the market for other alternatives periodically. The termination provisions would remain per the original agreement 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 the agreement, and such breach is not cured (if curable) within thirty (30) days following delivery of such written notice of such breach; or 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.

BACKGROUND:

In March 2020, the Advisory Board discussed a staff memo comparing the pros and cons of providing cemetery services directly with the existing approach that involves hiring an outside service provider. As part of that discussion, staff noted that the

following operational changes had occurred since the transition from Elmwood to Creative Collaborations, LLC.

- The Clerk's office has control of all record-keeping as burial or sales activity is reported monthly. This ensures that all records are available at City Hall thus eliminating the need to work with a third party provider to respond to requests for information.
- All financials are submitted to the City and remitted from the City on a monthly basis.
- The Department of Public Services (Parks Division) is providing regular maintenance and oversight of the landscaping/snow removal contracts.

The City is now receiving 100% of all proceeds from the sale of any burial plot. The City now pays a monthly management fee to Creative Collaborations, LLC to provide burial services. These services include:

- Coordination of all interments and disinterments with an outside vendor and funeral homes
- Conducting all sales and delivery of cemetery property rights, merchandise and services at the cemetery.
- Management and processing of accounts payable for interment vendors and submissions to the City for payment.
- Bill and collect all accounts receivable to submit to the City.
- 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.
- Coordination of the lawn care, weed control, snow removal and tree work with Birmingham's Department of Public Services.
- Coordination of work orders with outside vendors and Birmingham's Department of Public Services.
- Provide customer service to interested parties on weekdays, weekends, and holidays (where necessary).
- Maintain a standard system of accounting customary for cemetery operations consistent with GAAP.
- Remit 100% of lot sales and any collected revenue from interments, second rights of burial, installations and foundations. These funds are issued to the City on a monthly basis.

Staff discussed the different requests of the committee to explore other alternatives and reported that those alternatives (i.e., working collaboratively with neighboring cemeteries to manage services) were not viable options.

The Department of Public Services worked to develop a projection of staff and equipment needed to perform the duties currently contracted. DPS reported that since 2013, when cemetery services were contracted out, there have been numerous staff reductions as the result of retirements in DPS.

DPS operations have expanded and evolved over the past twelve years and more. DPS staffing is down over 12% since last handling activities at the cemetery. Other changes have occurred, since eliminating cemetery operations from DPS, the Parks division which handles cemetery matters, has a workforce comprised of 80% new staff members since 2013.

It was explained that in order for DPS to resume marking out and digging graves in Greenwood Cemetery, the following costs and activities would be required:

- New staff would need to be hired to accommodate cemetery operations adequately. Three new full-time employees at a recurring annual cost of \$270,000 includes wages and benefits, which will inflate each year. The hiring process would take at least 4 -6 months to complete.
- Once hired, employees all need to be trained in cemetery burials operation, which takes time and practice.
- Required equipment needs to be purchased to perform the digging services at an initial purchase amount of approximately \$130,000. This does not include maintenance costs and replacement costs.
- With every new business operation causes additional unforeseen costs; including ancillary costs and ancillary equipment as part of the scope of services, which are not included in this estimate.
- Area wide jobs/tasks to support City operations have priority and the capacity to perform all tasks compete among one another for time and staff resources; i.e. water main breaks, snow fighting services, etc. Competing services will continue to exist.

The DPS estimated an initial upfront cost of approximately \$400,000 with annual recurring labor costs of \$270,000. At present, the City contracts these services out through Creative Collaborations, LLC, as needed. The cost to contract with the sexton per casketed burial is \$1,200 and \$700 for inurnments.

In 2019, there were a total of 25 burials performed. If all of them had been full-casketed burials (which they weren't) the total cost would have been \$30,000.

Further, it was noted that in order to maintain the current level of service being provided, that the City Clerk's office would also have to hire additional a minimum of two staff to manage the responsibility of:

- 1) dedicated record keeping and accounting and
- 2) providing quality customer service and being "on call" for weekend/holiday emergencies.

The cost to hire a records keeper is fairly standard and is included in the following estimate. The number of available individuals that host expertise and understanding of the death care industry and willing to work in the Clerk's environment is currently unknown, but our estimate at present is a base salary of roughly \$70,000 annually.

The total cost for these additional staff members with benefits would be \$180,000 annually.

The following table titled Option 1 illustrates the cost estimate that would allow the City to maintain the existing level of service that has been established since first seeking to hire death care industry experts if the City were to provide these services directly. The table titled Option2 illustrates the costs associated with working with an outside service provider.

OPTION #1: IN HOUSE CEMETERY SERVICES

Cost Estimate Summary: City to Provide Cemetery Services

Department	Initial Costs (Equipment + 1 Year Labor)	Annual Operating Costs
Department of Public Services	\$400,000	\$270,000
Clerk's Office	\$180,000	\$180,000
Total Expenditure	\$580,000	\$450,000

OPTION #2: OUTSIDE CEMTERY SERVICE PROVIDER CONTRACT

Cost Estimate Summary: Provider to Conduct Cemetery Services

Creative Collaborations, LLC	
Annual Service Fee	\$45,600
Burial Fees(assuming 25 burials per year with \$200 profit)	(\$5,000)
Total Expenditure	\$40,600

The contract with Creative Collaborations, LLC for one full year is **\$45,600**. To hire just one additional staff member in the Clerk's office would be nearly double the cost being borne by the City. The arrangement for sexton services is currently cost neutral in that the charges for the services are used to pay the vendor. Given the recent adjustment to the fees for a full-casketed burial there is a \$200 profit per burial as noted in the table above for option #2.

Given the total of 25 burials performed in 2019, pursuit of an in-house operation requires a considerable investment for the City for a low-volume activity. It is not expected that there will be more than fifty burials in a given year. It is important to

note that if the total number of full-casketed burials were to increase, the total expenditure being made by the City would continue to decrease.

The Advisory Board approved the recommendation to maintain the existing level of service at Greenwood Cemetery. The board agreed that maintaining a high level of service is a priority. Further, the cost comparison tables make clear that working with an outside service provider allows the City to maintain that high level of service with relatively low costs when compared with attempting to do so in-house.

LEGAL REVIEW:

Legal has reviewed and signed off on the contract amendment as drafted.

FISCAL IMPACT:

The annual contract is set for an amount not to exceed \$45,600, which will be paid from account #101-215.000-811.0000

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

Staff and the Advisory Board agree that the best option available to support the Historic Greenwood Cemetery is to extend the contract with Creative Collaborations, LLC for one year at a cost not to exceed \$45,600 with options to renew annually until either party exercises the termination provisions as described in the contract. This agreement will

allow for the existing level of service that clients have come to expect from the cemetery and is the most cost effective.

ATTACHMENTS:

The following attachments are included for reference:

- Redlined: Amended Contract Agreement – Creative Collaborations, LLC
- Clean: Amended Contract Agreement – Creative Collaborations, LLC
- April 15, 2020 – GCAB DRAFT Meeting Minutes (not yet reviewed)
- March 6, 2020 – GCAB Meeting Minutes
- March 6, 2020 – GCAB Meeting Agenda Package
- November 25, 2019 – Commission Meeting Greenwood Cemetery Memo

SUGGESTED RESOLUTION:

To authorize the amended contract agreement with Creative Collaborations, LLC to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed \$45,600, which will be paid from account #101-215.000-811.0000

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, ~~2019~~2020, 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. 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.

2. 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.

3. 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.

4. Unless the CITY or the CONTRACTOR shall terminate this Agreement in writing, this Agreement shall renew annually and the services rendered pursuant to this Agreement shall not exceed Forty-five Thousand Six Hundred Dollars (\$45,600.00).

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

56. 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.

6.7 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.

7.8. 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.

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham~~Cheryl Arft, Acting~~
City Clerk

Formatted: Font: (Default) Times New Roman, 12.5 pt

CREATIVE COLLABORATIONS, LLC

By: _____

Its: _____

APPROVALS:

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

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

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1. 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.

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4. Unless the CITY or the CONTRACTOR shall terminate this Agreement in writing, this Agreement shall renew annually and the services rendered pursuant to this Agreement shall not exceed Forty-five Thousand Six Hundred Dollars (\$45,600.00).

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.

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

CREATIVE COLLABORATIONS, LLC

By: _____

Its: _____

APPROVALS:

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

**GREENWOOD CEMETERY ADVISORY BOARD
VIRTUAL MEETING MINUTES
WEDNESDAY, APRIL 15, 2020 AT 12:00 NOON**

I. CALL TO ORDER

Darlene Gehringer, Chairperson, called the meeting to order at 12:00 noon.

II. ROLL CALL

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

Absent: Kevin Desmond

Administration: Assistant City Manager Gunter, Assistant to the City Manager Gallagher, DPS Director Wood, Parks and Recreation Manager Laird, Acting City Clerk Arft, and City Clerk Designee Bingham

III. APPROVAL OF MINUTES

A. APPROVAL OF MEETING MINUTES OF MARCH 6, 2020

MOTION: Motion by Member Suter, seconded by Member Schreiner:
To approve the minutes as corrected.

ROLL CALL VOTE: Ayes, Member Suter
Member Schreiner
Chairman Gehringer
Vice Chair Buchanan
Member Peterson
Member Stern
Absent, Member Desmond

IV. NEW BUSINESS

A. CEMETERY SERVICE PROVIDER CONTRACT

Assistant City Manager Gunter presented this item.

- At the March 6, 2020 meeting, alternatives to the existing contract were discussed at length.
- The GCAB agreed to review the options and reconvene in April to make a final recommendation for submission to the City Commission.

Member Peterson noted:

- The six-month trial period on the existing contract terminates on May 6, 2020.
- Ms. Arcome, dba Creative Collaborations, LLC, agreed to the trial period to help the City retain continuity in cemetery operations.
- She is in support of extending the service provider's contract.

Member Peterson asked:

- What is the length of the proposed contract
- Would there be an increase in the cost of the contract if renewed.

Assistant City Manager Gunter replied:

- The initial agreement was for a term of six months.
- The proposed amendment to the contract would be a one-year agreement to renew annually.
- The termination provisions would be the same.
- If a more viable solution is discovered in the future, the City has the flexibility to move forward with that solution.
- The cost of the contract did not change.

Member Stern expressed:

- He had three pages of notes relative to Assistant City Manager Gunter's memorandum in the agenda packet. He would be willing to send Ms. Gunter his notes to save her from trying to transcribe them.
- He has 35 years' experience in the cemetery business and it is dear to his heart.
- Concern for the City Manager as a member of the Rotary Club and a future candidate for the Office of the Presidency, and in keeping his current position if he recommends the proposed contract to the City Commission.
- That he has not seen a concise financial report since the first quarter of 2019 and feels that he has been left out of cemetery financial reporting for a year. In prior years, he remembered good quarterly reports.
- Concern over the City's practice of collecting cash and that it should be brought to the attention of the auditors.
- He asked if sales proceeds had been deposited into the perpetual care fund.
- The report before him lacks detail for anyone to make an evaluation and he wonders if the GCAB is being hoodwinked.
- The vendor invoices should be shared with the GCAB to have an understanding of what is being paid out.

Assistant City Manager Gunter:

- Requested time to speak from the Chair to address some of the statements made by Mr. Stern.
 - With respect to quarterly statements, she went on to state that the task of Creative Collaborations, LLC is to provide the City with information and the City in turn provides that information in report form to this board.
 - With respect to an auditor's opinion on the City's practice of collecting cash, there have been no questions in the past on how current practices have worked in other operations. She went on to say if it were the will of the GCAB, she would pursue an opinion from the auditors, to relieve this concern.
 - Relative to the perpetual care fund, in terms of being a burden on the City's budget, it is the goal of the City to have it 100% funded; thereby applying sales proceeds to this account to relieve the burden for future years. The City Manager supports this practice, and it is the most prudent preference for the City at this time.
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- Lastly, relative to alleged inflated cost, the rates are set by the City and the invoices that the Assistant City Manager approves are consistent with the rate sheets.

Member Stern continued with his analysis of the suggested resolution:

- He thanked Assistant City Manager Gunter for her comments and expressed that they reinforced his point that the advisory board must make sure the invoices are accurate.
- Creative Collaborations, LLC coordinates with DPS and the monument company who in turn coordinates with other contractors; so he asked how that translates into managing, and are work orders created.
- If Creative Collaborations, LLC practices GAP accounting, he would like to see the reports supporting the practice.
- Clerical estimates are inflated and again, the reports are unacceptable. In addition, the burial statistics identified in the report are identical to national statistics.

Assistant City Manager clarified that in addition to coordinating the grounds maintenance and monument services, Creative Collaborations, LLC oversee the activities.

Chairperson Gehringer called for a point of order to interrupt Member Stern and move forward with the agenda to allow other members time to speak after more than twenty minutes had passed.

Vice Chair Buchanan pointed out that the cost of burials and cremations are paid by the bereaved families and passed on to the contractors.

Chairperson Gehringer called on DPS Director Woods for a synopsis of her comments from the last meeting with respect to the labor burden for DPS to take on this new business.

DPS Director Woods obliged the board and reiterated that she does not have the staff to support cemetery operations. Prevailing wages for staff would be the critical component.

Chairperson Gehringer led a discussion on automatic annual renewal versus annual renewal of the service contract.

Member Suter expressed that she would like to be sure that reports are submitted timely to the GCAB so that everyone could stay informed. She supports annual renewals based on contractor performance.

Member Peterson reminded everyone that she remembers receiving quarterly reports listing services performed, cost of those services, and profits gained. She went on to say that the reporting was very thorough.

Acting Clerk Arft confirmed that there was a lag in providing reports to this board during the past year due to the staffing shortage in the clerk's office and election cycle demands.

She went on to say that reporting would resume soon; and would be based on the information received from Creative Collaboration, LLC.

Member Stern commented that the last report was in the first quarter of 2019.

DPS Director Wood requested a "go back" adding that staffing for weekend burials would require overtime hours.

Member Stern pointed out that burials are not generally performed on Sunday or legal holidays unless approved by the commission, and they would incur additional costs.

Chairperson Gehringer asked for a motion.

Vice Chair Buchanan asked if the board was proposing to change the language in the suggested recommendation.

Assistant City Manager Gunter provided the rationale for the automatic annual renewal language explaining that the termination provisions offered considerable flexibility.

Chairperson Gehringer expressed that Assistant City Manager Gunter could just take out the word automatic.

Assistant City Manager Gunter agreed.

MOTION: Motion by Vice Chair Buchanan, seconded by Member Peterson:
To recommend that the City Commission authorize the amended contract agreement with Creative Collaborations, LLC to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed \$45,600, which will be paid from account #101-215.000-811.0000.

ROLL CALL VOTE:	Ayes,	Vice Chair Buchanan
		Member Peterson
		Chairperson Gehringer
		Member Schreiner
		Member Suter
	Nay,	Member Stern
	Absent,	Member Desmond

UNFINISHED BUSINESS

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

None

VI. FINANCIAL REPORT

None

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

VIII. BOARD COMMENTS

Chairperson Gehringer thanked the board for the many constructive comments and for the individual participation. She noted that this was the first Zoom conference that she had participated in and it was a good experience.

IX. ADJOURN

Chairperson Gehringer adjourned the meeting at 1:00 p.m.

DRAFT

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
FRIDAY, MARCH 6, 2020 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
Margaret Suter
George Stern

ADMINISTRATION: Assistant City Manager Gunter, Assistant to the City Manager Gallagher, DPS Director Wood, and Parks and Recreation Manager Laird

III. APPROVAL OF MINUTES

A. APPROVAL OF MEETING MINUTES OF JANUARY 3, 2020

Ms. Buchanan asked to remove her comments under Mission Statement and Core Values since there was no action taken.

Assistant City Manager Gunter expressed that content could be added but not retracted from what went into the record.

Chairperson Gehringer agreed with Assistant City Manager Gunter.

Mr. Stern felt it valuable to keep the comments in the minutes. The topic could be brought back in the future.

Ms. Suter agreed that Vice Chair Buchanan's comments should remain in the record because it was part of the meeting.

Mr. Stern, relative to the Key Performance Indicators (KPI's) felt the minutes were inadequate. He went on to say that the discussion led by Mr. Desmond was the best that this board has had in five years. Mr. Stern also introduced two pages of notes that he felt would be helpful when the board establishes KPI's in the future. He distributed the document and asked that it be attached to the meeting minutes of March 6, 2020.

Chairperson Gehringer agreed with Mr. Stern.

Mr. Desmond expressed that he did not want the notes distributed by Mr. Stern included in the record due to inaccuracies in how Desmond & Sons Funeral Directors were characterized.

Ms. Schreiner expressed that the GCAB should have an opportunity to review the document before entering it into the record.

Ms. Suter supported having bullet points of Mr. Desmond's discussion being reflected in the meeting minutes of March 6, 2020.

Approval of the minutes were postponed until the next meeting by consensus.

IV. NEW BUSINESS

A. CEMETERY DATABASE DEVELOPMENT

Brooks Cowan, City Planning Department, presented this item.

- Desktop Mapping will link to an online database.
- Names or lot numbers will link the online database to GCAB's website to search for gravesites.
- It will have the capacity to display photos.

Chairperson Gehringer was pleased to hear that the website has the capacity to use photos and suggested that photos be taken at Greenwood, beginning in historical Section B of the cemetery, of the headstones or monuments to be used on the website.

Mr. Desmond commented that he had just become aware that Mt. Kelly Cemetery in Dearborn, which is associated with Sacred Heart Church, is using the above referenced technology.

Ms. Schreiner asked if the database would be linked to other websites, such as Find A Grave, etc.

Assistant City Manager Gunter explained that at this time it would be a standalone application. She expressed that once all of Greenwood's information is available and accurate, staff would be able to work with an outside contractor for that specific type of connectivity.

City Planner Cowan expressed that right now the goal is to acquire all of the appropriate data.

Mr. Stern asked which GIS system was used and City Planner Cowan replied ArcMap 10.6.

Mr. Desmond expressed that this is an awesome start. He also advised that with some of the more recent burials it would need to be thought through to consider multiple burials in some of the graves.

Mr. Stern asked were other cemetery mapping systems considered when ArcMap was chosen, and how did staff decide on ArcMap; because he knows there are other GIS mapping systems that are common to the cemetery industry.

City Planner Cowan expressed that ArcMap is what the City currently hosts and Assistant City Manager Gunter added that Mr. Cowan is an expert in ArcMap.

Ms. Suter asked would the system be updated regularly. City Planner Cowan affirmed that when notice of a burial is provided the system would be updated.

Mr. Stern asked if ArcMap would integrate with other standard cemetery databases. City Planner Cowan affirmed that it does integrate across other platforms.

Mr. Stern asked about an anticipated completion date because the GCAB is waiting to use this data in moving forward with a more generalized cemetery database. He would like to understand what might happen during this calendar year.

Ms. Steiner reminded everyone that it seems like there are some staffing issues and the project may take longer than initially anticipated.

Assistant City Manager Gunter concurred and expressed that the City has to get an intern on board to handle the project before a schedule could be established.

Chairperson Gehringer thanked Mr. Cowan for his presentation and complimented him on the quality and completeness of his work. She said it was outstanding.

Mr. Stern expressed that he had all of the information in Excel and hoped that City Planner Cowan saw his report on GIS Mapping.

No action was taken.

B. CEMETERY OPERATIONS EVALUATION – DISCUSSION

Assistant City Manager Gunter led the discussion with respect to Creative Collaborations, LLC as interim manager of Greenwood Cemetery.

- The contract expires in May of 2020.
- Key Performance Indicators have been discussed.
- Performance Expectations are established.
- City Clerk has control of all record keeping of burials and sales.
- Financials have been submitted to and remitted from the City of Birmingham with respect to internments, inurnments, and monthly management fee.
- DPS maintains landscaping and snow removal on the property.
- The City receives 100% of all sales proceeds.
- Creative Collaborations, LLC is the City's coordinator and customer service representative for Greenwood Cemetery.
- Feedback from meetings with other public and private cemeteries for sexton consulting include:

-
- ✓ Collaborating with neighboring cemeteries (found not to be viable).
 - ✓ Work with an expert in the death care industry.
 - ✓ Direct contract with an experienced sexton (not viable because Greenwood does not have the required volume to receive priority burials).
 - ✓ Quality of burial that is expected at Greenwood today would be compromised if management was shared with neighboring cemeteries.
 - Based on the above feedback, the question became what would it take to bring operations completely in house.
 - ✓ Cost estimates for DPS and the City Clerk's office to manage in-house would be \$580,000 for the first year; with an on-going cost of \$450,000 annually, which includes labor and initial equipment startup cost. The estimate does not include on-going maintenance of equipment.

Chairperson Gehringer expressed that she does not understand why there would be a need for three full time employees in the City Clerk's office to handle cemetery operations when, prior to the Elmwood contract, there was one person who did it without dedicating 40 hours per week to this task. She asked what changed.

Assistant City Manager Gunter replied that the addition of sales changed the time requirement to service the families at Greenwood.

Chairperson Gehringer and Mr. Stern both expressed that they did not agree with the analogy that sales changed the operating cost of Greenwood to the degree that was presented.

Chairperson Gehringer contended that the revenue from Greenwood was not considered in the analogy.

Ms. Shreiner expressed that prior to the additional graves being found by Elmwood, there were limited annual sales at Greenwood and burials tapered off. Since the graves were found, both burials and sales increased; which will taper off again in the future as the cemetery reaches capacity. While she agreed that the dynamics of the Clerk's office has changed in terms of staffing, she asked what would happen if the estimated costs were cut in half and compared to what is happening today. Ms. Shreiner further stated that whether it is outsourced or done in-house, it would still be cost neutral.

Chairperson Gehringer acknowledged that the upfront cost would be high; but felt the long-term benefit would be favorable due to the cemetery revenue stream.

Ms. Shreiner explained with respect to Chairperson Gehringer's analogy, that the cost of maintaining equipment and various structures would need to be added back in as operational cost used against revenues.

Chairperson Gehringer continued by asking how did the City manage cemetery operations successfully before outsourcing to Elmwood.

Assistant City Manager Gunter clarified that DPS staffing is down 12% since managing cemetery operations and the proposed additional staffing would not bring them back to the staffing levels that existed in 2012-2013.

Chairperson Gehringer referenced that the City Commission did not want Creative Collaborations, LLC to be the permanent solution per the City Commission meeting of 11/25/2019. Based on that observation, Chairperson Gehringer would like either to justify renewing the current contract for an additional six (6) months or to agree on something else.

Assistant City Manager Gunter shared her recollection of the abovementioned commission meeting that suggested staff evaluate alternatives to insure that Creative Collaborations, LLC was the best option available.

Vice Chair Buchanan expressed that the increase in burials are due to increased sales, both in preplanning and at-need. She suggested offering options to the City Commission and let them decide how the City would proceed. Vice Chair Buchanan also suggested that vault companies be included in the evaluations and/or recommendations; considering cost would be an in and out expenditure.

Mr. Desmond clarified that vault companies do not open and close graves; that would be someone else or a sexton. The vault company actually stages the committal site with tent, chairs, carpeting, and casket lowering equipment.

Mr. Stern concurred with Mr. Desmond, and added that vaults are usually bought in bulk to increase profits for the cemetery; therefore others must be used to open and backfill the grave.

Chairperson Gehringer asked Mr. Stern what other cemeteries do in the case when they do not have their own equipment to excavate the gravesite.

Mr. Stern expressed that when necessary, cemeteries will rent a backhoe to complete an interment.

Ms. Suter does not agree with using an inexperienced backhoe operator to perform an interment. She would prefer someone who has finesse navigating around cemeteries.

Assistant City Manager Gunter interjected that the people who host the expertise that is expected at Greenwood, are the same people that have been contacted. She also noted that the sexton business is a closed industry and require volume burials to become a priority contract. Therefore, staff built the cost estimate based on housing the entire operation including sexton services.

Mr. Stern countered that the City has a sexton; per City Code, the City Manager is the sexton. He went further to ask Assistant City Manager Gunter how many additional people were added to staff to do the work currently required of the Clerk's office.

Assistant City Manager Gunter replied that she would not be able to answer accurately because currently the Clerk's office is borrowing staff from every City department in support of operations during the current election cycle.

Mr. Stern suggested deferring this item until additional detail and support for the documents presented are available for review, specifically labor costs and equipment inventory. He feels that the document presented is political in nature.

Chairperson Gehringer agreed that the document is not presentable for the City Commission in its present form and requested comment from Director Wood on the viability of DPS providing sexton services at Greenwood.

Director Wood expressed that Mr. Stern made her case as to why DPS should not do the sexton services in-house. She went on to ask why she would hire additional staff and equipment to work approximately seven (7) hours per month. Director Wood does not recommend that the City put themselves in a position requiring additional staff to be on call or notice to service this specialized task in-house.

Mr. Stern contended that the decision is not for the GCAB to make. He sympathized with staff members for not wanting to take on the task; and further suggested that the political document was offered to justify staff wishes.

Director Wood continued that there are no advantages to running this business in-house. While she is able to hire people and run the cemetery as DPS has in the past, the decision for the City rest on ***should*** the department do it. It is a very specialized task and there is no room for error. She went on to confirm that she had two staff members that were referenced before, but they have been out of the business for a long time. Currently there are teamsters and collective bargaining units to consider, and 80% of the DPS staff are new since 2013. She went on to say that after the recession of 2008 people were not replaced so the entire City reduced staff and that is today's reality. The function of DPS changed since 2013; responsibilities have increased, demand is higher, and investing in cemetery operations would not be worth the cost. Director Wood further stated that the City is overseeing the current contract and the agreement is working. She went on to say that this is the best that she has ever seen the cemetery operate, specifically the level of customer service that is being provided under the existing contract.

Mr. Stern, again, requested detail to support the proposed cost of in-house management, and asked why \$1400 is not considered an adequate rate of return for a single burial.

Mr. Stern was excused for a prior commitment.

Director Wood agreed that alternatives are needed for this critical decision, but went on to say that this is an important service offered to the community at a very sensitive and emotional time. She expressed that there has to be agreement among the commission, administration, and boards to trust the firms and contractors that have expertise in this area. She finally noted that the families and funeral homes experience should be an extension of the City's commitment to excellence and reflect the values of the community. Director Wood established that staff is in place to help the GCAB advise City

Commissioners through research and guidance and are happy to continually serve in that capacity.

Chairperson Gehringer commended Director Wood on the points made in her discussion. She expressed support for extending the existing contractor's agreement to keep continuity in the level of service provided at Greenwood and contain cost.

Mr. Desmond commented that whether persons have space reserved in a public City owned, relatively inactive cemetery like Greenwood or a larger corporate cemetery like White Chapel and Acacia that are active and busy; they would still be treated the same.

Parks and Recreation Manager Laird addressed Mr. Stern's concern about the need to purchase new equipment if the City managed the cemetery. She went on to say that during a recent snowstorm, all DPS equipment was being utilized to clear away snow from City streets and walks; based on that type of demand, there would have to be designated equipment specifically for the cemetery.

Mr. Desmond agreed with Parks and Recreation Manager Laird and reiterated that other cemeteries are not interested in collaborating due to the increase in risk and cost.

Ms. Suter pointed out that sales are very important and the City does not have the resources to accommodate that activity. She went on to say that, Cheri Arcome and others in the industry are much better at sales and customer service. She is in support of extending the current contract.

Ms. Schreiner agreed with the risk involved in collaborating with other cemeteries.

Chairperson Gehringer asked if there is an association of small cemeteries like Greenwood that would share in the economies of scale. Ms. Schreiner expressed that it is a great suggestion, if the association existed, but currently Ms. Arcome is the cemetery's answer to realizing economies of scale.

Mr. Desmond expressed that he is not aware of an association, but rather, of a person like Ms. Arcome who oversee services to multiple cemeteries.

No action was taken.

C. NORTHWEST CORNER OF CEMETERY (YAMASKI CORNER) – UPDATE

Assistant City Manager Gunter consulted Ms. Arcome and DPS about this situation and asked for reports from both to bring back to the next meeting.

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. GROUND PENETRATING RADAR - RFP

Chairperson Gehringer lead with asking about the status of this approved, budgeted project. While she acknowledged that the City Clerk position had not been filled, she wondered if there was any word on when it would happen.

Assistant City Manager Gunter updated the board on the status of hiring a City Clerk. She also noted that the acting City Clerk, Cheryl Arft is interested in retiring soon.

VI. FINANCIAL REPORT

None

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

VIII. BOARD COMMENTS

- After learning of Acting City Clerk Arft's pending retirement, everyone agreed that she would be dearly missed and much appreciation was expressed for her years of service.
- Vice Chair Buchanan reminded everyone of the Biannual Cemetery Tour scheduled for May 9th. The tour will celebrate 100 years of women's right to vote and honor all the historical women of Birmingham. Alice Hagerman-Thurber 1871-1954 (a Thurber relative and prolific painter) will be featured.

IX. ADJOURN

Chairperson Gehringer adjourned the meeting.

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING AGENDA
FRIDAY, MARCH 6, 2020 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 January 3, 2020

IV. NEW BUSINESS

- A. Cemetery Database Development – Staff Presentation
- B. Cemetery Operations Evaluation – Discussion
- C. Northwest Corner of Cemetery (Yamaski Corner) – Update

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. Ground Penetrating Radar - RFP

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, JANUARY 3, 2020 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

Vice-Chairperson Linda Buchanan called the meeting to order at 8:31 AM.

II. ROLL CALL

PRESENT: Linda Buchanan, Vice-Chairperson
Kevin Desmond
Linda Peterson
Laura Schreiner
Margaret Suter
George Stern

ABSENT: Darlene Gehringer, Chairperson

ADMINISTRATION: Assistant City Manager Gunter, Acting City Clerk Arft, Management Intern Fairbairn

III. APPROVAL OF MINUTES

A. APPROVAL OF MEETING MINUTES OF DECEMBER 6, 2019

- Ms. Suter: Page 3, VI A, regarding GPR should read “Ms. Suter noted that the money budgeted for the GPR is available for use thru the end of the fiscal year.
- Mr. Stern:
 1. Page 2, Second Bullet should include “as a consultant” after Ms. Arcome’s name.
 2. Under B, 4th bullet correct brought with bought a system.
 3. In reference to Cemsites, should read “which claims that it is compatible”.
 4. Page 3, Second Bullet should read “greenwood cemetery should have its own budget”.
- Vice Chair Buchanan: Last page, VIII, clarified her comments to read: “that she researched both private and municipal historical cemeteries (Clerk Offices) to find out if they had any knowledge about management companies. She found that most of the cemeteries in the local area are owned and managed by MMG, Midwest Memorial Group. Ms. Buchanan would like to have additional discussion about what is available to Greenwood, moving forward.”

MOTION: Motion by Ms. Suter, seconded by Mr. Desmond:
To accept the meeting minutes of December 6, 2019 as corrected.

VOTE: Ayes, 6
Nays, 0

IV. NEW BUSINESS

A. Cemetery Database Development – Update

Assistant City Manager Gunter presented to the board the GIS update from the Assistant City Planner. No action required.

B. MISSION STATEMENT AND CORE VALUES

The Advisory Board was asked to help create a mission statement to guide Greenwood Cemetery's service and the evaluation thereof. The following are examples of cemetery mission statements:

- We provide the final care for your loved ones, with dignity and kindness. We respect all peoples, our heritage, our communities and the environment.
--Greater Metropolitan Cemeteries Trust, Melbourne, Australia
- It is the mission of the Davis Cemetery District to provide respectful and affordable interment services that meet the cultural, economic, religious and social needs of the community.
--Davis Cemetery and Arboretum, Davis, California

Vice Chair Buchanan offered the following:

- Our mission as members of the GCAB is to advise the City Commission on issues involving Greenwood Historic Cemetery and to advocate that the outcomes of these issues reflect the cemetery's historical integrity.

Assistant City Manager Gunter pointed out that the Mission Statement would be for the Cemetery as the Advisory Board had already been given a charge from the City Commission.

After considerable discussion, it was the will of the GCAB not to pursue Mission and/or Core Value Statements at this time.

C. KEY PERFORMANCE INDICATORS

Assistant City Manager Gunter presented this item and asked GCAB member Mr. Desmond to lead the discussion based on his expertise in the industry.

The Key Performance Indicator's (KPI's) would focus on the following areas:

- Customer Service
- Professional Interaction
- Mapping
- Grave Openings
- Physical appearance of the cemetery
- Administrative Work
- Condition of Equipment used for burials and other services

Mr. Desmond expressed that performance results would be best measured by direct feedback from families and funeral directors if that is the will of the advisory board.

Mr. Desmond was excused at 9:44 a.m. and offered to continue the discussion at the next meeting.

Discussions continued among the remaining members of the GCAB; no action was taken.

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.

None

VI. FINANCIAL REPORT

Acting City Clerk Arft reported the following:

- There were two burials and one cremation in December
- Inurnment fee of \$750.00 was paid.
- Two graves were purchased.
- Payment for the service was made.
- Invoices for Interment and Inurnment of \$1900 are outstanding.
- Creative Collaboration Invoice of \$3800 is outstanding for December.

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

No Public Comment

VIII. BOARD COMMENTS

- Vice Chair Buchanan commented that Ms. Arcome has an associate with the same powers to conduct business on behalf of Greenwood Cemetery. Vice Chair Buchanan would like for the associate's name and contact information to be available to the GCAB.
 - Assistant City Manager Gunter will provide the associate's name and contact information to the advisory board.
- Ms. Suter asked about the status of the RFP for the GPR.
 - Assistant City Manager Gunter replied that until the geo-referencing for mapping and coding of the cemetery is complete, the administration is not planning to move forward with the RFP. It is her hope to bring the plot map to the advisory board in February.

IX. ADJOURN

Meeting adjourned at 9:52 pm

Next meeting will be held on Friday, February 7, 2020.



MEMORANDUM

Office of the City Manager

DATE: March 6, 2020

TO: Greenwood Cemetery Advisory Board

FROM: Tiffany J. Gunter, Assistant City Manager
Lauren Wood, DPS Director

SUBJECT: Greenwood Cemetery – Operations Evaluation

In November 2019, the City Commission approved an agreement with Creative Collaborations, LLC, whose Principal is Sheri Arcome to provide burial services on behalf of the Historic Greenwood Cemetery. This new agreement was entered into for a term of six months with the intention of staff to work with the Advisory Board to determine if there were alternative arrangements that would more effectively serve the City.

In February 2020, the committee engaged in a discussion that focused on the key performance indicators that should be used to evaluate the performance of a burial service provider. Mr. Desmond (member) provided an outline of those key indicators and the members of the board generally agreed that obtaining client feedback can be difficult. There were, however, indicators discussed that would help to decide whether the performance expectations were being met. These included:

- Customer Service (availability/accommodating)
- Professional Interaction (sensitivity and patience)
- Mapping (understanding and translating)
- Grave Openings (timeliness/seamless coordination)
- Physical appearance of the cemetery (maintenance)
- Administrative Work (record-keeping)

Since the transition from Elmwood providing a full turn-key service alternative to manage cemetery operations to now having Creative Collaborations, LLC becoming a burial services provider, there have been a few changes internally with respect to management and oversight.

- The Clerk's office has control of all record-keeping as burial or sales activity is reported monthly. This ensures that all records are available at City Hall thus eliminating the need to work with a third party provider to respond to requests for information.
- All financials are submitted to the City and remitted from the City on a monthly basis.
- The Department of Public Services (Parks Division) is providing regular

maintenance and oversight of the landscaping/snow removal contracts.

The City is now receiving 100% of all proceeds from the sale of any burial plot. The City now pays a monthly management fee to Creative Collaborations, LLC to provide burial services. These services include:

- Coordination of all interments and disinterments with an outside vendor and funeral homes
- Conducting all sales and delivery of cemetery property rights, merchandise and services at the cemetery.
- Management and processing of accounts payable for interment vendors and submissions to the City for payment.
- Bill and collect all accounts receivable to submit to the City.
- 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.
- Coordination of the lawn care, weed control, snow removal and tree work with Birmingham's Department of Public Services.
- Coordination of work orders with outside vendors and Birmingham's Department of Public Services.
- Provide customer service to interested parties on weekdays, weekends, and holidays (where necessary).
- Maintain a standard system of accounting customary for cemetery operations consistent with GAAP.
- Remit 100% of lot sales and any collected revenue from interments, second rights of burial, installations and foundations. These funds are issued to the City on a monthly basis.

The City has reached out to and has had conversations with other cemetery managers (both privately and publicly operated), those that offer sexton services, and the service provider at the Franklin Cemetery to gather feedback and greater understanding of potential alternatives to the current arrangement with Creative Collaborations, LLC.

Staff also explored the suggestion that we might share services with neighboring cemeteries. These conversations did not uncover new options as those operations were limited by the fact that the equipment that they host is not transportable, both operate with a union shop (which would require additional labor negotiations to allow for operating at other sites), and both cemeteries conduct over 200 burials per year and maintain more than 50 acres of land. While they were willing to provide advice to the City, the idea of sharing resources was not viewed as a viable option.

The service provider at Franklin Cemetery indicated that while he provides this service to a small cemetery with very little activity, he recognizes the need for having an expert in the death care industry working directly with clients and funeral homes to provide a seamless experience.

The ability to hire a sexton and have them provide timely services is a function of having a consistent business need to leverage priority. There is an added benefit to having a service

provider that nurtures an on-going relationship with a sexton. This ensures healthy response times to support our burial needs.

The public cemeteries that staff was able to contact indicated that their cemeteries had relatively low to no activity and their functions were focused primarily on maintenance.

Staff also began a review of the resources necessary to operate the cemetery without an outside service provider to coordinate all of the necessary activities and serving as the customer service provider to Greenwood Cemetery.

The Department of Public Services worked to develop a projection of staff and equipment needed to perform the duties currently contracted. DPS reported that since 2013, when cemetery services were contracted out, there have been numerous staff reductions as the result of retirements in DPS.

DPS operations have expanded and evolved over the past twelve years and more. DPS staffing is down over 12% since last handling activities at the cemetery. Other changes have occurred, since eliminating cemetery operations from DPS, the Parks division which handles cemetery matters, has a workforce comprised of 80% new staff members since 2013.

In order for DPS to resume marking out and digging graves in Greenwood Cemetery, the following costs and activities are required:

- New staff would need to be hired to accommodate cemetery operations adequately. Three new full-time employees at a recurring annual cost of \$270,000 includes wages and benefits, which will inflate each year. The hiring process would take at least 4 -6 months to complete.
- Once hired, employees all need to be trained in cemetery burials operation, which takes time and practice.
- Required equipment needs to be purchased to perform the digging services at an initial purchase amount of approximately \$130,000. This does not include maintenance costs and replacement costs.
- With every new business operation causes additional unforeseen costs; including ancillary costs and ancillary equipment as part of the scope of services, which are not included in this estimate.
- Area wide jobs/tasks to support City operations have priority and the capacity to perform all tasks compete among one another for time and staff resources; ie. water main breaks, snow fighting services, etc. Competing services will continue to exist.

The DPS estimates and initial upfront cost of approximately \$400,000 with annual recurring labor costs of \$270,000. At present, the City contracts these services out through Creative Collaborations, LLC as needed. The cost to contract with the sexton

per casketed burial is \$1,200 and \$700 for inurnments. Last year, there were a total of 25 burials performed.

The City Clerk's office would also have to hire additional a minimum of two staff to manage the responsibility of 1) dedicated record keeping and accounting and 2) providing quality customer service and being "on call" for weekend/holiday emergencies. The cost to hire a records keeper is fairly standard and is included in the following estimate. The number of available individuals that host expertise and understanding of the death care industry and willing to work in the Clerk's environment is currently unknown, but a best guess at present is a base salary of roughly \$70,000 annually. The total cost for these additional staff members with benefits would be \$180,000 annually.

The cost estimates provided will allow the City to maintain the existing level of service that has been established since first seeking to hire death care industry experts. Staff believes it is the intention of the board to ensure that level of service is not diminished. Staff also agrees that it is good to understand these costs and know the alternatives if, for any reason, the option to contract services is no longer made available.

Cost Estimate Summary: City to Provide Cemetery Services

Department	Initial Costs (Equipment + 1 Year Labor)	Annual Operating Costs
Department of Public Services	\$400,000	\$270,000
Clerk's Office	\$180,000	\$180,000
Totals	\$580,000	\$450,000

Given the total of 25 burials performed in 2019, this is a considerable investment for the City to make to house these services directly. We do anticipate that there will be more given the sales over the last year, but it is not expected that there will ever be more than fifty in any given year.

The contract with Creative Collaborations, LLC for one full year is **\$45,600**. To hire just one additional staff member in the Clerk's office would be nearly double the cost being borne by the City. The arrangement for sexton services is currently cost neutral in that the charges for the services are used to pay the vendor.

Staff recommends that the Greenwood Cemetery Advisory Board consider the amount of investment required to bring the operation "in-house" and compare that with the costs to contract for these services separately. The contract with Creative Collaborations will at the end of May 2020. At this time staff recommends that the contract be extended for a period of one year with automatic renewals annually. The staff and advisory board will continue to review and assess the service levels and explore the market for other alternatives, where possible. Termination provisions would remain per the original agreement 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 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.

The memo and original contract are included in this packet for reference



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

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:

	Creative Collaborations, LLC	Bancroft Consulting, LLC
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 Publics Services.
- h. Coordinate work orders with outside vendors and Birmingham's Department of Publics 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.

IX. ADJOURN

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

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 4th 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

This AGREEMENT, made this 24th 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-1

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).

PRODUCER Comerica Insurance Services MC7969 P. O. Box 75000 Detroit, MI 48275 Michael Maldegen	Phone: 800-713-0336	CONTACT NAME:	
	Fax: 313-222-3131	PHONE (A/C, No, Ext):	
		FAX (A/C, No):	
		E-MAIL ADDRESS:	
		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:	

INSURED
Elmwood Cemetery
Greenwood Cemetery
1200 Elmwood
Detroit, MI 48207

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	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	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	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	U7B9173262	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 2,000,000	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000	
	DED <input checked="" type="checkbox"/>	RETENTION \$ 0					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A	W2B9164845	06/01/2013	06/01/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					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	www.desmondfuneralhome.com	\$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	www.casterlinefuneralhome.com	\$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	www.coatsfuneralhome.com									
Coats Funeral Home	3141 Sashabaw Road	Waterford	48329-4042	Oakland	(248) 674-0461	www.coatsfuneralhome.com	\$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	www.coatsfuneralhome.com	\$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	www.dryerfuneralhomeholly.com	\$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	www.dignitymemorial.com	\$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	www.eltonblackandsonhighland.com	\$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	www.eltonblackandsonhighland.com	\$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	www.generationsfuneralservice.com	\$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	www.gramerfuneralhome.com	\$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	www.haleyfuneraldirectors.com	\$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	www.hebrewmemorial.org	\$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	www.hopcroftfuneraldirectors.com	\$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	www.hopcroftfuneraldirectors.com	\$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	www.huntoonfuneralhomes.com	\$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	www.huntoonfuneralhomes.com	\$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	www.huntoonfuneralhomes.com	\$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	www.kinsey-garrett.com	\$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-	www.lawrenceemoonfuneralhomepontiac.com	\$1,545		N	\$950	N		\$1,595	\$595-\$25,995	

Lewis E. Wint & Son Funeral Home	5929 South Main Street	Clarkston	48346	Oakland	(248) 625-5231	www.wintfuneralhome.com											
Lynch & Sons Funeral Directors	1368 North Crooks Road	Clawson	48017	Oakland	(248) 435-0660	www.lynchfuneraldirectors.com	\$1,995	N	N	\$2,090	N	Y	\$1,975	\$95-\$16,000			
Lynch & Sons Funeral Directors	404 E Liberty Boulevard	Milford	48381	Oakland	(248) 684-6645	www.lynchfuneraldirectors.com	\$1,950	N	N	\$2,029	N	Y	\$1,750	\$79-\$7,900	\$1,950		
Lynch & Sons Funeral Directors: Bossardet Chapel	39 West Burdick	Oxford	48371	Oakland	(248) 628-3100	www.lynchfamilyfuneraldirectors.com	\$1,950		N	\$2,029	N	Y	\$1,750	\$79-\$19,500			
Lynch & Sons Funeral Home	340 Pontiac Trail	Walled Lake	48390	Oakland	(248) 624-2251	www.lynchfamilyfuneraldirectors.com	\$1,950	N	N	\$2,029	N	Y	\$1,750	\$79-\$19,500			
McCabe Funeral Home	31950 West Twelve Mile Road	Farmington Hills	48334	Oakland	(248) 553-0120	www.mccabefuneralhome.com	\$4,100	N	N	\$2,175	N	Y	\$2,700	\$450-\$7,900			
Mercy Funeral Home	627 E 9 Mile Road,	Hazel Park	48030	Oakland	(248) 336-3729	www.mercyfunerals.com	\$1,500	N	Y	\$875	unknown	unknown	not listed	not listed			
Modetz Funeral Homes: Potere-Modetz	339 Walnut Boulevard	Rochester	48307	Oakland	(248) 651-8137	www.modetzfuneralhomes.com	\$1,695	N	N	\$1,295	N	Y	\$1,895.00	\$275-\$9,000			
Modetz Funeral Homes: Riverside Chapel	5630 Pontiac Lake Road	Waterford	48327	Oakland	(248) 674-4181	www.modetzfuneralhomes.com	\$1,695	N	N	\$1,295	N	Y	\$1,895.00	\$275-\$9,000			
Modetz Funeral Homes: Silverbell Chapel	100 East Silverbell	Orion	48359	Oakland	(248) 371-3777	www.modetzfuneralhomes.com	\$1,695	N	N	\$1,295	N	Y	\$1,895.00	\$275-\$9,000			
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 ***		
O'Brien/Sullivan Funeral Home	41555 Grand River Avenue	Novi	48375	Oakland	(248) 348-1800	www.obriensullivanfuneralhome.com	\$2,395	N	N	\$1,895	N	Y	\$2,365	\$390-\$6,250	\$995		
Phillips Funeral Home & Cremation Services	122 West Lake Street	South Lyon	48178	Oakland	(248) 437-1616	www.phillipsfuneral.com	\$1,600	N	N	\$1,390	N	N (+ \$205)	\$1,395	\$195-\$6,240			
Pixley Funeral Home	322 West University Drive	Rochester	48307	Oakland	(248) 651-9641	www.pixleyfh.com	\$2,585	N	N	\$1,600	N	Y	\$2,895	\$595-\$10,795			
Pixley Funeral Home: Davis Chapel	3530 Auburn Road	Auburn Hills	48326	Oakland	(248) 852-1800	www.pixleyfuneraldavischapel.com	\$1,330	N	N	\$1,330	N	N	\$995	\$595-\$8,895	\$1,085		
Pixley Funeral Home: Godhardt-Tomlinson Chapel	2904 Orchard Lake Road	Keego Harbor	48320	Oakland	(248) 682-0200	www.godhardt-tomlinsonchapel.com	\$2,190	N	N	\$1,575	N	Y	\$895	\$695-\$8,895			
Price Funeral Home	3725 Rochester Road	Troy	48083	Oakland	(248) 689-0700	www.pricefuneralhome.net	\$1,120	N	N	\$1,205	N	Y	\$1,980	\$985-\$13,700	\$1,120		
Sawyer-Fuller Funeral Home	2125 West 12 Mile Road	Berkley	48072	Oakland	(248) 398-6500	www.sawyerfuller.com	\$1,595	N	N	\$1,575	N	Y	\$2,075	\$425-\$27,000	\$975		
Simon Javizian Funeral Directors	4167 Wendell Road	West Bloomfield	48323	Oakland	(248) 626-7815	none											
Simple Funerals Counseling Centers	21 E. Long Lake Road	Bloomfield	48304	Oakland	(248) 227-1954	www.simplefuneralsinmichigan.com	\$835	N	N	\$995	N	Y	\$450	\$495 - \$3,735	\$835 included transpo to local hospital universi		
Southfield Funeral Home (Yono Funeral Home)	18338 West 12 Mile Road	Southfield	48076	Oakland	(248) 569-8080	www.southfieldfuneralhome.com	\$2,495	N	N	\$2,135	N	Y	\$600	\$550-\$14,995	\$995		
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 ***		
Sparks Griffin Funeral Home	46 Williams Street	Pontiac	48341	Oakland	(248) 338-9288	www.sparksgriffin.com											
Sparks Griffin Funeral Home	111 East Flint Street	Lake Orion	48362	Oakland	(248) 693-8336	www.sparksgriffin.com											
Spaulding & Curtin Funeral Directors	500 West Nine Mile Road	Ferndale	48220	Oakland	(248) 544-0500	www.spauldingcurtin.com	\$1,285	N	Y	\$1,185	N	y	\$1,575	\$125-\$7,185			
Swanson Funeral Homes: Cobb-Swanson	151 Orchard Lake Road	Pontiac	48341	Oakland	(248) 858-2640	www.swansonfuneralhomes.com											

Chapel															
Thayer - Rock Funeral Home	33603 Grand River Ave	Farmington	48335	Oakland	(248) 474-4131	www.thayer-rock.com	\$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	www.thedorfmanchapel.com	\$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	www.edwardkorkoianfuneralhome.com	not listed			\$695	Y	N			
The Heeney-Sundquist Funeral Home	23720 Farmington Road	Farmington	48336	Oakland	(248) 474-5200	www.heeney-sundquist.com	\$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	www.irakaufman.com	\$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	www.wesselsandwilk.com	\$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	www.sullivanfuneraldirectors.com	\$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

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



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. 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

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

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.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL

For 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)	\$
	\$
	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRANDTOTAL AMOUNT	\$

Firm Name_____

Authorized signature_____ Date_____

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

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

ATTACHMENT E – EXISTING POLICIES AND PROCEDURES

For Greenwood Cemetery Professional Management Services

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 1st. 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 1st 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 1st and March 31st 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 1st and March 31st 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 15th and October 15th 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

Greenwood Cemetery (126-26)	Existing Fees
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: May 8, 2020

TO: City Commission

FROM: Joseph A. Valentine, City Manager

SUBJECT: COVID Community Assistance Planning

INTRODUCTION:

With the onset of the COVID-19 pandemic several actions have been taken to preserve and protect the public health of everyone in this State and in the country. The consequences of these actions have created significant economic challenges. These challenges are being experienced by both our residents and businesses. To assist the community in the reopening of the State, the attached list of initiatives have been prepared for consideration as an initial step to mitigate the existing challenges that residents and businesses will face in an environment of returning to a new normal. The current Executive Order requiring individuals to stay home was expected to end on May 15th, but has now been extended through May 28th. This initial plan has been developed to be implemented in conjunction with the reopening order. Further discussions and initiatives are expected to continue given the absence of a vaccine will keep us in a COVID environment for possibly the next 12-18 months.

BACKGROUND:

Recognizing the economic challenges stemming from a shutdown of the State for 2 months or longer will have crippling effects on our residents and business community, the assessment of economic initiatives was conducted to identify areas that could help mitigate the impact. A review of existing operations and funds was performed to establish a list of items that could be implemented in support of our residents and business community to lessen the economic impacts.

These initiatives are the "low hanging fruit" of considerations and were common items with discussions with staff and members of the business community. The initiatives were presented to the Birmingham Shopping District Board on May 8th and supported by the board for recommendation to the City Commission.

LEGAL REVIEW:

The list of initiatives has been reviewed by the City Attorney's Office.

COVID RELATED FISCAL IMPACTS:

General Fund

Revenues: The Stay-at-Home order has had an impact on a few City revenue sources. Building permit revenue has been effected during the order, although construction has recently re-started.

It is estimated that the loss of permit revenue due to the pandemic will be approximately \$300,000. This is on top of a general slow-down of permit revenue of approximately \$300,000 for the year. State-shared revenue, which is derived from sales tax revenue, is expected to be affected. We have not yet received revenue from the state for the period under the order, but the state officials recently told local governments to plan on receiving 50% of their normal amount. This would result in a loss of revenue of approximately \$320,000. Parking tickets revenue will be down approximately \$160,000 this year assuming low parking activity in the downtown through the end of June. In total that would be approximately \$1M in lost revenue for the General Fund for the fiscal year.

Expenditures: Expenditures for supplies and contractual services in response to the virus total approximately \$100,000 year-to-date. It is estimated that that the total for the fiscal year will likely be around \$200,000. In past years, City departments have generally come under budget for their expenditures, so it is anticipated that these additional expenditures for the pandemic will be able to be absorbed into the City's current budget.

Auto Parking System Fund

Revenues: With the order, parking fee revenue has basically stopped since the end of March. It is estimated that the system would lose \$1.5M-\$1.8M in revenue for the 3-month period April 2020 to June 2020.

Expenditures: Parking system operations have ceased other than for essential services to maintain the structures. If parking system operations do not re-open until after the fiscal year, this will save the fund approximately \$400,000 in expenditures for the remainder of the fiscal year.

Major and Local Streets Fund

State-shared gas and weight tax will be effected with the order as a result of lower gasoline sales. Again, the City has not received its allocation of revenue related to the period under the order yet, but state officials recommended estimating 50% of the normal amount. It is estimated that the Major and Local Street Fund revenues will be lower by \$240,000 and \$100,000, respectively, for the fiscal year as a result of the pandemic.

Departments are in the process right now of projecting their expenditures to the end of the fiscal year. Any final budget amendments for the current fiscal year will be presented to the commission in June. A summary of the costs from each initiative is total for each fund is attached separately to this report.

SUMMARY

It is recommended the Economic and Operational Initiatives be adopted along with the accompanying resolutions to assist the City in its recovery from the effects of COVID-19.

ATTACHMENTS:

- COVID 19 Economic Assistance Initiatives
- Summary of Economic Assistance Initiatives by Fund
- COVID 19 Operational Initiatives
- Draft Resolution for Temporary Outdoor Dining Standards
- Draft Resolution for Temporary Signage Regulations
- Draft Resolution for Temporary Evening Street Closures
- Draft Resolution for Temporary Use Regulations

SUGGESTED RESOLUTION:

To approve the COVID-19 Economic and Operational Assistance Initiatives and adopt the resolutions for Temporary Outdoor Dining Standards, Temporary Signage Regulations, Temporary Evening Street Closures and Temporary Signage Regulations

OR

To approve the COVID-19 Economic Assistance Initiatives number _____ and COVID 19 Operational Initiatives number _____ and adopt the resolutions for Temporary Outdoor Dining Standards, Temporary Signage Regulations, Temporary Evening Street Closures and Temporary Signage Regulations



COVID-19 Economic Assistance Initiatives

To assist the community in the reopening of the State, these initiatives have been prepared for consideration as an initial step to mitigate the existing challenges that residents and businesses will face in a new COVID environment.

1. Delay invoicing and collection of Special Assessment Payments.

Suspend invoicing of current year special assessment bills for sidewalk, street, water and sewer lateral assessments until after January 1, 2021. This will delay of special assessment revenue would postpone collection from fiscal year 2019-2020 to 2020-2021.

Program Term: Through January 1, 2021

Economic Impact: \$163,500 est.

Funds Impacted	General	Major St.	Local St.	Water	Sewer
Fund Balance*	17,508,448	1,837,828	522,320	2,793,381	6,086,244

*Balances as of May 5, 2020

2. Waive penalties on delinquent water/sewer bills and special assessments/invoices rolled to taxes.

Per ordinance, delinquent bills rolled to the July tax bill would incur a 15% penalty. Waiving the penalty would cost the City approximately \$60,000 in revenue, mostly in the Water Fund. The penalty is found in five different ordinances: Chapter 94, Section 94-12; Chapter 90, Section 90-37; Chapter 118, Section 118-68 and Chapter 98, Section 98-68; Chapter 114, Section 114-303.

Program Term: Through January 1, 2021

Economic Impact: \$60,000 est.

Funds Impacted	General	Major St.	Local St.	Water	Sewer
Fund Balance	17,508,448	1,837,828	522,320	2,793,381	6,086,244

3. Waive penalty on delinquent water/sewer bills until January 1, 2021.

Per ordinance (Chapter 114, Section 114-300), customers have 30 days to pay their water/sewer bill after which a 1% penalty is added to their account

each month it is delinquent. Due to the effects of the pandemic on timely mail delivery and personal income of our customers, it would be prudent to waive the penalty until January 1, 2021. Waiving this penalty would cost the City approximately \$3,000-\$4,000 per month or approximately \$28,000-\$32,000 in the Water Fund for the 8 months being considered.

Program Term: Through January 1, 2021
Economic Impact: \$32,000 est.
Funds Impacted: Water Fund
Fund Balance: \$2,793,381

4. Waive annual fees for outdoor dining platforms.

In order to assist local restaurants struggling with the financial difficulties of the COVID-19 pandemic, the City will not charging permit fees for Outdoor Dining Permits for 2020. Outdoor Dining Permits are still required to be obtained from the City Clerk's Office, but no permit fees will be charged. For restaurants that have already paid the fee for 2020, a refund will be issued.

More than 30 applications have already been received with payment that could be refunded and there are approximately 40 or more business that could benefit from having outdoor dining fees waived. Waiving the fees for outdoor dining will offer some financial relief to our local restaurants and encourage business throughout the city.

Program Term: Through January 1, 2021
Economic Impact: \$9,800 est.
Funds Impacted: General Fund
Fund Balance: \$17,508,448

5. Waive fees for outdoor dining platform meter fees.

To further assist local restaurants, the City will not be charging for the use of metered on-street parking spaces for outdoor dining platforms in 2020. A valid license agreement for the use of public property is still required as part of the Outdoor Dining Permit to be obtained from the City Clerk's Office, but the daily fee for the use of metered on-street parking spaces will not be charged. For restaurants that have already paid for the use of on-street parking for the 2020 outdoor dining season, a refund will be issued.

Program Term: Through January 1, 2021
Economic Impact: \$44,500 est.
Funds Impacted: Automobile Parking Fund
Fund Balance: \$20,383,867

6. Waive annual fees for valet licenses.

This program will relieve some of the economic burden the local restaurants and bistros whose businesses have been severely affected by the COVID-19 pandemic. The liquor license renewal fee is \$350 per applicant.

Program Term: Through January 1, 2021
Economic Impact: \$15,600 est.
Funds Impacted: General Fund
Fund Balance: \$17,508,448

7. Waive liquor license renewal fees.

This program will relieve some of the economic burden the local restaurants and bistros whose businesses have been severely affected by the COVID-19 pandemic. The liquor license renewal fee is \$350 per applicant.

Program Term: Through January 1, 2021
Economic Impact: \$13,300 est.
Funds Impacted: General Fund
Fund Balance: \$17,508,448

8. Waive fees for temporary signage / eliminate temporary signage permits.

In order to assist local businesses struggling with the financial difficulties of the COVID-19 pandemic and to promote goods and services being offered under current public health orders, the City will not be requiring Sign Permits for Temporary Signs for all retail and commercial businesses that hold a valid Business License with the City of Birmingham. These businesses are permitted to post temporary signage relating to hours of operation, pick-up and delivery services and other specials offered during the COVID-19 pandemic through September 8, 2020 without a permit. All such temporary signage must comply with any size and placement standards as may be adopted by resolution of the City Commission. For businesses that applied for and obtained Sign Permits for Temporary Signs on or after March 16, 2020 related to COVID-19 that meet the parameters noted, a refund will be issued.

Program Term: Through September 8, 2020
Economic Impact: \$7,500 est.
Funds Impacted: General Fund
Fund Balances: \$17,508,448

9. Waive e-check fees for online payments.

Residents and businesses have the option to pay their bills online using the City's payment portal. When paying their bill, they have the option to pay by credit card or by an e-check and pay the related convenience fee. An e-check is basically an electronic check, whereby the person making the payment enters their bank routing number and account number and the funds are transferred from their bank to the City. Currently, the convenience fee for an e-check is \$3/transaction. If the City were to absorb this fee until June 30, 2021, it would cost the City approximately \$70 per month or approximately \$1,000 until the end of June 2021 based on current usage. By making this service free, it may encourage more people to use it, rather than using a paper method of payment. If this is the case, then the amount the City would absorb would be greater. Unfortunately, it would be cost prohibitive for the City to absorb the credit card convenience fee, so this is not recommended.

Program Term: Through June 30, 2021
Economic Impact: \$1,000 est.
Funds Impacted: General Fund
Fund Balance: \$17,508,448

10. Waive field/park/shelter rental fees.

When permitted to engage in group sports and social activities, it is proposed to waive fees for field and park rentals along with fees for shelter rentals through the end of the summer. This proposal may or may not be permitted based on future public health orders. Costs were developed based on what it would be for a full season of full fees.

Program Term: Through September 30, 2020
Economic Impact: \$16,000 est.
Funds Impacted: General Fund
Fund Balance: \$17,508,448

11. Waive access to BS&A records.

Currently, BS&A charges for access to public records, except for residents. Residents must create an account in order to use the service. If the City were to pay for the public records access, residents would not have to register to use the service making their information more accessible. In addition, companies like real estate offices and title companies would use this service more and reduce the amount of calls in the Treasury department. The annual cost of this service is approximately \$8,000.

Program Term: Indefinite
Economic Impact: \$8,000 per year

Funds Impacted:	General Fund
Fund Balance:	\$17,508,448

12. On-street parking.

The City will more aggressively promote and develop marketing to increase awareness and adoption of the ParkMobile parking application. Increased ParkMobile usage will reduce reliance on coin and credit card transactions thus reducing the need for individuals to physically touch the parking meter. High usage areas will be cleaned more frequently.

The cost to increase promotion that will be on-going from June through September is estimated at \$20,000 and will be done in cooperation with other City promotions.

A secondary initiative to provide free on-street parking after 5:00 p.m. would eliminate any competition for spaces during peak demand times and provide easier accessibility and a completely contact-free parking environment. Revenue generation is roughly \$180,000 per month and for free evening parking the cost would be roughly \$54,000 per month and \$162,000 for the three months.

Program Term:	Through September 1, 2020
Economic Impact:	\$182,000 est.
Funds Impacted:	Automobile Parking Fund
Fund Balance:	\$20,383,867

13. Waive fees in parking structures for public.

In an effort to encourage parking in the five municipal parking decks, the City will offer free parking in the decks from June 1 through September 1.

Staff evaluated last year revenue and the first quarter trend with respect to demand in each of the garages. The true financial impact will remain unknown until staff has actual parking demand data as businesses begin to come back on-line. The following financial impact estimate is based on past trends involving transient parking revenue and is expected to be between approximately \$185,000 per month from June 1 – September 1 (3 Months) for a total impact of \$555,000.

Program Term:	Through September 1, 2020
Economic Impact:	\$555,000 est.
Funds Impacted:	Automobile Parking Fund
Fund Balance:	\$20,383,867

14. Waive fees for monthly permit parking holders.

As businesses begin to come back on-line, the City will offer a period where no fees will be charged for monthly discount permit holders to help reduce financial burden as they work to rebuild their operations. The following financial impact estimate is based on total monthly permits currently issued that total \$224,000 per month from June 1 – September 1 (3 Months) for a total impact of \$672,000.

The City has not charged for monthly or transient parking in the garages since March 17, 2020. There have been no more than 30 vehicles in any of the five garages per day. The revenue lost compared to last year is \$409,000 per month, but this figure does not represent an actual loss due to a free parking initiative. This loss in revenue is a direct result of such low occupancy.

Compared to last year, overall revenue will be down roughly \$2.2 million by September 1.

Parking reserves are just over \$20 million. The system can absorb the loss in revenue and continue to maintain and improve its infrastructure and technological enhancements.

Program Term:	Through September 1, 2020
Economic Impact:	\$672,000 est.
Funds Impacted:	Automobile Parking Fund
Fund Balances:	\$20,383,867

15. Waive initial merchants License fee.

This program will encourage new businesses in Birmingham and offer a small bit of financial relief by waiving the fees from the required initial merchant's license.

Program Term:	Through January 1, 2021
Economic Impact:	\$2,000 est.
Funds Impacted:	General Fund
Fund Balances:	\$17,508,448

16. Waive temporary structure permit fees and permit with Administrative Approval.

In order to assist local businesses to expand their operations outdoors to comply with social distancing guidelines and other public health orders, the City will be waiving all fees for temporary structures and temporary uses on

both public and private property through September 8, 2020. Temporary uses may include providing an outdoor waiting area, or host, concierge or other point of sale services to patrons from a temporary station or location outside of the business, on private or public property. A valid Temporary Structure Permit and/or Temporary Use Permit will be continue to be required, at no cost. All temporary structures and/or uses must comply with all standards as may be adopted by resolution of the City Commission. For businesses that applied for and obtained Temporary Structure or Temporary Use Permits on or after March 16, 2020 for expanded outdoor operations due to COVID-19 that meet the parameters noted, a refund will be issued.

Program Term: Through September 8, 2020
Economic Impact: \$10,000 est.
Funds Impacted: General Fund
Fund Balances: \$17,508,448

17. Waiving fees for pet licenses.

This program would be a minor benefit to all of the pet owners in the City of Birmingham. Residents would still have to fill out the application and show proof of vaccination, pet licenses could be issued at no cost for the remainder of the year.

Program Term: Through January 1, 2021
Economic Impact: \$3,000 est.
Funds Impacted: General Fund
Fund Balances: \$17,508,448

COVID-19 INITIATIVES COST SUMMARY

GENERAL FUND

1 Delay collection of special assessments	\$ 129,165
2 Waive penalties on existing delinquent bills & assessments	\$ 18,100
4 Waive fees for outdoor dining platforms	\$ 9,800
6 Waive fees for valet licenses	\$ 17,508
7 Waive Liquor License fees	\$ 13,300
8 Waive fees for temporary signage permits	\$ 7,500
9 Waive e-check fees for online payments	\$ 1,000
10 Waive field/park/shelter rental fees	\$ 16,000
11 Waive access to BS&A records	\$ 8,000
15 Waive initial merchants license fee	\$ 2,000
16 Waive temporary structure permit fees	\$ 10,000
17 Waive fees for pet licenses	\$ 3,000
Total	<u>\$ 235,373</u>

WATER FUND

1 Delay collection of special assessments	\$ 4,905
2 Waive penalties on existing delinquent bills & assessments	\$ 33,750
3 Waive penalties on delinquent water/sewer bills thru 1/21	\$ 32,000
Total	<u>\$ 70,655</u>

SEWER FUND

1 Delay collection of special assessments	\$ 8,175
2 Waive penalties on existing delinquent bills & assessments	\$ 1,400
Total	<u>\$ 9,575</u>

MAJOR STREET

1 Delay collection of special assessments	\$ 1,635
2 Waive penalties on existing delinquent bills & assessments	\$ 50
Total	<u>\$ 1,685</u>

LOCAL STREET

1 Delay collection of special assessments	\$ 19,620
2 Waive penalties on existing delinquent bills & assessments	\$ 6,700
Total	<u>\$ 26,320</u>

AUTO PARKING FUND

5 Waive fees for outdoor dining platform meter fees	\$ 44,500
12 Waive on-street parking fees after 5pm	\$ 182,000
13 Waive fees in parking structures for public	\$ 555,000
14 Waive fees for monthly permit parking holders	\$ 672,000
Total	<u>\$ 1,453,500</u>



COVID-19 Operational Initiatives

1. Provide hand sanitizer stations around business districts.

This project will place hand sanitizer dispensers around the downtown in key locations with high pedestrian traffic such as at intersections and in parking structures. Signage will be placed above the dispensers.

2. Provide hand sanitizer stations in city parks.

This project will place hand sanitizer dispensers at the large parks, tennis and basketball courts and playgrounds for those using City park amenities. In addition, regular cleaning will occur for all playgrounds and site furnishings in City parks.

3. Increase regular cleaning and sanitation of playground equipment, park furnishings and bus shelters.

DPS will initiate a daily cleaning regiment for public access touch points for the playground equipment, park furnishings and bus shelters.

4. Allow curb-side pick-up in business districts with dedicated pick up locations.

BSD and police department will designate one parking meter in front of each restaurant to allow for 5-minute parking to pick up takeout orders. Additionally, 2-4 "Buy and Fly 5-minute parking" spaces will be designated on each block of downtown to allow retailers to conduct curbside pick-up of purchases.

5. Develop program to allow businesses with indoor group classes to utilize City parks for an outdoor venue.

BSD and DPS will work together to designate hours and parks that are available for downtown businesses to conduct fitness classes throughout the week. The BSD and DPS will work together on an IT solution on the city website that allows residents, businesses, and city departments to see a centralized calendar of usage and availability. DPS will manage overall usage of all parks in the city. The BSD will vet and approve requests for businesses to schedule classes.

6. Install Plexiglas partitions at public access counters in municipal buildings.

This project will install screening partitions at all public counters where staff will interact with the public.

7. Expand online service offerings.

In order to address social distancing restrictions and providing continuity of services, current City applications, permits and licenses will be transitioned to online submittals with online payment functions. This stage of the project will include all departments with the exception of the Community Development Department.

The Community Development Department will be going live with online permit applications on June 15, 2020. While we will start with simple permits, the program will expand to allow submissions requiring construction documents for more complex review processes of the building, engineering and planning departments. The system will allow applicants to submit applications and pay for permits and various review processes online.

8. Temporarily modify outdoor dining area regulations to allow for greater social distancing.

In order to assist local restaurants to expand their outdoor dining areas to comply with social distancing guidelines and other public health orders, the City will be temporarily modifying outdoor dining standards through September 8, 2020. In addition to previously approved outdoor dining areas, all existing food and drink establishments will be permitted to expand their outdoor dining areas up to double the size, either on the sidewalk, into the street or into vias, as space permits. Administrative approval from the Planning Division is required, but no fees will be charged for this approval. All expanded outdoor dining areas must comply with all relevant standards as may be adopted by the City Commission.

9. Temporarily close designated streets in the evening to allow expanded on-street dining.

In order to assist local businesses in complying with social distancing guidelines and other public health orders, the City will be temporarily closing designated streets in the evenings to motor vehicles to create additional public pedestrian space for outdoor dining, pedestrian traffic, waiting areas and similar uses through September 8, 2020. All businesses with storefronts on the designated street sections may apply to use a portion of the street adjacent to their establishment during the evening street closure.

Temporary Use Permits from the Planning Division are required, but no fees will be charged. All such uses must comply with all standards as may be adopted by the City Commission related to temporary structures and uses, outdoor dining and street closures.

10. Install additional seating along sidewalks near restaurants to support carry out services.

The City will provide picnic tables along the edge of the sidewalks where spacing permits to allow additional seating for restaurants that may not have designated outdoor dining areas. Seating in parks will also be expanded based on demand.

11. Increase communication and promote information about voting and upcoming elections.

The city will encourage voters to be proactive in making sure they are registered to vote. The Clerk's office encourages the use of mail in voting and the online voter registration tool that is supported by the Secretary of State visit mi.gov/vote. Mail in and online voter registration methods are effective up until 14 days prior to the election. After the 14th day prior to an election voters will have to register with their local clerk in person by appointment with protective measures in place due to COVID-19.

The Clerk's office will also encourage voters to be proactive about requesting an absentee ballot. Postcards will be sent out soon to all Birmingham voters, these postcards give the voter the opportunity to join a mailing list which will prompt an absentee ballot application to be sent to them prior to each election. Absentee voting is a safe and recommended method which will allow us to reduce COVID-19 related health risks taken by our citizens and employees.

RESOLUTION # _____

TEMPORARY COVID-19 OUTDOOR DINING STANDARDS

WHEREAS the novel coronavirus (COVID-19) is a respiratory disease that is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person;

WHEREAS the spread of COVID-19 has resulted in the State of Michigan declaring a State of Emergency under Section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, and the Emergency Powers of the Governor Act, 1945 PA 302, as amended, as evidenced in Executive Order 2020-4;

WHEREAS the City of Birmingham has activated their Emergency Operation Center to respond to the COVID-19 pandemic;

WHEREAS the City of Birmingham is committed to encouraging economic activity and assisting local businesses impacted by the COVID-19 pandemic to ease back into operation while containing the spread of COVID-19;

WHEREAS the City of Birmingham wishes to ensure that establishments permitted to open to the public have the ability to accommodate social distancing guidelines currently in force within the State of Michigan;

NOW THEREFORE BE IT RESOLVED, all food and drink establishments in existence as of the date of this resolution that hold a valid Outdoor Dining Permit and a License for Use of Public Property for outdoor dining, will be permitted to operate outdoor dining areas in accordance with the following Temporary COVID-19 standards through September 8, 2020:

1. Establishments may expand their outdoor dining area up to, but not exceeding, 200% of the previously approved area, if space permits;
2. Establishments with outdoor dining areas between buildings and the curblane may expand their outdoor dining area to extend across no more than 50% of neighboring storefronts that are not currently in use as food and/or drink establishments;
3. Establishments located on streets with speed limits of 25 mph or less and traffic volumes of less than 5000 cars per day may apply for the use of one or more on-street parking space(s) to expand their outdoor dining into the street without the use of an elevated platform;
4. Establishments located along vias may utilize a portion of the via adjacent to their building for the expansion of outdoor dining areas if there is not

sufficient space to expand along the street / sidewalk side of the restaurant;

5. All establishments seeking temporary changes in accordance with this resolution must submit an Administrative Approval application to the Planning Division, and include the following documents;
 - i) A plan view of the proposed outdoor dining area showing all fixtures and furnishings with all distances clearly marked for pedestrian paths and between seating;
 - ii) Proof of insurance to include coverage of the existing outdoor dining area and the area proposed for expansion; and
 - iii) A revised license agreement to include permission to use the existing and expanded outdoor dining area, if located on public property.

BE IT FURTHER RESOLVED, that all existing and expanded outdoor dining areas on both public and private property are required to alter the design and layout of tables, chairs, fixtures and enclosure systems to meet social distancing guidelines in effect and contain the spread of COVID19 as follows:

1. Reconfigure the layout of the entire outdoor dining area, to the maximum extent practical, to provide a minimum 6' clear pedestrian walking path adjacent to the dining area;
2. Reconfigure tables and chairs to allow seating for patrons only in accordance with social distancing guidelines in effect;
3. Remove all previously approved chairs and other seating that does not meet social distancing guidelines;
4. Install temporary signage to encourage compliance with social distancing guidelines;
5. Provide a temporary hand sanitizing station adjacent to the outdoor dining area; and
6. Provide a temporary service station outdoors that includes a trash receptacle and disinfecting wipes or other supplies for the cleaning of tables and chairs between patrons and of high touch points in the outdoor dining area.

BE IT FURTHER RESOLVED, that the City of Birmingham will waive all application fees, license and rental fees for the expanded portion of the outdoor dining area permitted by this resolution, including the use of both on street and off street right-of-ways and City owned property.

BE IT FURTHER RESOLVED, Except as herein specifically provided, all ordinances of the City of Birmingham in effect at the time of the issuance of this resolution, and as they may be subsequently amended, shall remain in force. Failure to comply with all the ordinances of the City may result in enforcement action and/or termination of an existing Special Land Use Permit.

I, Alexandria Bingham, City Clerk Designee, of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on _____, 2020.

Alexandria Bingham, City Clerk Designee

RESOLUTION # _____

REVISED TEMPORARY SIGNAGE REGULATIONS DUE TO COVID-19

WHEREAS the novel coronavirus (COVID-19) is a respiratory disease that is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person;

WHEREAS the spread of COVID-19 has resulted in the State of Michigan declaring a State of Emergency under Section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, and the Emergency Powers of the Governor Act, 1945 PA 302, as amended, as evidenced in Executive Order 2020-4;

WHEREAS the City of Birmingham has activated their Emergency Operation Center to respond to the COVID-19 pandemic;

WHEREAS the City of Birmingham is committed to encouraging economic activity and assisting local businesses impacted by the COVID-19 pandemic to ease back into operation while containing the spread of COVID-19;

WHEREAS the City of Birmingham wishes to ensure that establishments permitted to open to the public have the ability to accommodate social distancing guidelines currently in force within the State of Michigan;

NOW THEREFORE BE IT RESOLVED, all retail and commercial businesses in existence as of the date of this resolution that hold a valid Business License with the City of Birmingham will be permitted to post temporary signage relating to hours of operation, pick up and delivery services and specials offered during the COVID-19 pandemic. Temporary Sign Permits shall not be required for such signage through September 8, 2020, if the following requirements are met:

1. Total Temporary signage may not exceed the lesser of 100 square feet in size or 25% of the storefront width;
2. Signage required under Executive Orders issued by the Governor does not count toward the total temporary signage amount permitted;
3. No signage may be placed so as to obstruct a minimum 6' wide pedestrian path on public property to allow safe access to each business and safe travel in the public right-of-way;
4. No signage may be placed so as to obstruct a minimum 3' of width for clear and unobstructed ingress and egress to all required entrances/exits.

BE IT FURTHER RESOLVED, that the City of Birmingham will waive all application fees, license and/or rental fees for the temporary use of public or private property outdoors permitted by this resolution.

BE IT FURTHER RESOLVED, Except as herein specifically provided, all ordinances of the City of Birmingham in effect at the time of the issuance of this resolution, and as they may be subsequently amended, shall remain in effect. Failure to comply with all the ordinances of the City may result in enforcement action and/or termination of an existing Special Land Use Permit.

I, Alexandria Bingham, City Clerk Designee, of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on _____, 2020.

Alexandria Bingham, City Clerk Designee

RESOLUTION # _____

TEMPORARY COVID-19 EVENING STREET CLOSURES

WHEREAS the novel coronavirus (COVID-19) is a respiratory disease that is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person;

WHEREAS the spread of COVID-19 has resulted in the State of Michigan declaring a State of Emergency under Section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, and the Emergency Powers of the Governor Act, 1945 PA 302, as amended, as evidenced in Executive Order 2020-4;

WHEREAS the City of Birmingham has activated their Emergency Operation Center to respond to the COVID-19 pandemic;

WHEREAS the City of Birmingham is committed to encouraging economic activity and assisting local businesses impacted by the COVID-19 pandemic to ease back into operation while containing the spread of COVID-19;

WHEREAS the City of Birmingham wishes to ensure that establishments permitted to open to the public have the ability to accommodate social distancing guidelines currently in force within the State of Michigan;

NOW THEREFORE BE IT RESOLVED, the following streets may be temporarily closed to vehicles each evening from 5:00pm through 11:00pm to allow adjacent establishments to utilize outdoor space and to allow additional public pedestrian space to meet social distancing guidelines:

- Bates from Maple to Martin;
- Hamilton from N. Old Woodward to Park Street;
- Henrietta from Maple to Martin;
- Merrill from Pierce to S. Old Woodward; and
- Pierce from Maple to Merrill.

BE IT FURTHER RESOLVED, that all businesses with storefronts on any of the street sections listed in this resolution may apply to use a portion of the street adjacent to their establishment during the evening street closure, in accordance with the following regulations:

1. While the streets are closed, a minimum of 15' of road width must be continuously maintained down the center of each street to allow fire truck access in the event of an emergency;
2. A clear and unobstructed pedestrian path must remain open from the street leading to all fire department connections on buildings; and

3. All establishments seeking temporary nightly use of the public space on closed streets in accordance with this resolution must obtain a Temporary Use Permit and follow all regulations contained in Resolution _____, that authorizes Revised Temporary Use Regulations due to the COVID-19 pandemic.

BE IT FURTHER RESOLVED, that the City of Birmingham will waive all application fees, license and/or rental fees for the temporary use of public property permitted by this resolution, including the use of both on street and off street right-of-ways and City owned property.

BE IT FURTHER RESOLVED, Except as herein specifically provided, all ordinances of the City of Birmingham in effect at the time of the issuance of this resolution, and as they may be subsequently amended, shall remain in force. Failure to comply with all the ordinances of the City may result in enforcement action and/or termination of an existing Special Land Use Permit.

I, Alexandria Bingham, City Clerk Designee, of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on _____, 2020.

Alexandria Bingham, City Clerk Designee

RESOLUTION # _____

REVISED TEMPORARY USE REGULATIONS DUE TO COVID-19

WHEREAS the novel coronavirus (COVID-19) is a respiratory disease that is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person;

WHEREAS the spread of COVID-19 has resulted in the State of Michigan declaring a State of Emergency under Section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, and the Emergency Powers of the Governor Act, 1945 PA 302, as amended, as evidenced in Executive Order 2020-4;

WHEREAS the City of Birmingham has activated their Emergency Operation Center to respond to the COVID-19 pandemic;

WHEREAS the City of Birmingham is committed to encouraging economic activity and assisting local businesses impacted by the COVID-19 pandemic to ease back into operation while containing the spread of COVID-19;

WHEREAS the City of Birmingham wishes to ensure that establishments permitted to open to the public have the ability to accommodate social distancing guidelines currently in force within the State of Michigan;

NOW THEREFORE BE IT RESOLVED, all retail and commercial businesses in existence as of the date of this resolution that hold a valid Business License with the City of Birmingham will be permitted to shift portions of their operations outdoors to accommodate social distancing guidelines in accordance with the following Revised Temporary Use Regulations due to COVID-19 through September 8, 2020:

1. Establishments may provide a waiting area or host, concierge or other point of sale services to patrons from a temporary station or location immediately adjacent to and outside of their establishment, on private or public property, as space permits;
2. Establishments may place temporary fixtures and furnishings immediately adjacent to and outside of their establishment for the purpose of displaying or offering goods or services for sale to the public, on private or public property, as space permits;
3. All establishments seeking temporary use changes in accordance with this resolution must submit a Temporary Use Permit application for approval to the Planning Division, and include the following documents;
 - i) A plan view of the proposed use of outdoor space, showing all existing elements (such as trees, parking meters, street

- lights etc.), as well as all proposed temporary fixtures and furnishings, including measurements clearly marked to show pedestrian pathways and to demonstrate compliance with social distancing guidelines; and
- ii) Proof of insurance to include coverage of the proposed outdoor area to be utilized as an extension of the business, if located on public property.

BE IT FURTHER RESOLVED, that any retail and commercial businesses that shift portions of their operations outdoors to accommodate social distancing guidelines under this resolution are also subject to the following regulations:

1. A 6' wide pedestrian path must be maintained on public property to allow safe access to each business and safe travel in the public right-of-way;
2. All required entrances/exits to establishments must maintain 3' of width for clear and unobstructed ingress and egress;
3. Temporary signage must be installed in the outdoor area of use to encourage compliance with social distancing guidelines;
4. A temporary hand sanitizing station must be installed in the outdoor area of use; and
5. A temporary service station must be present in the outdoor area of use that includes a trash receptacle and disinfecting wipes or other supplies for the cleaning of fixtures and furnishings and other high touch points in the outdoor area.

BE IT FURTHER RESOLVED, that the City of Birmingham will waive all application fees, license and/or rental fees for the temporary use of public or private property outdoors permitted by this resolution, including the use of both on street and off street right-of-ways and City owned property.

BE IT FURTHER RESOLVED, Except as herein specifically provided, all ordinances of the City of Birmingham in effect at the time of the issuance of this resolution, and as they may be subsequently amended, shall remain in effect. Failure to comply with all the ordinances of the City may result in enforcement action and/or termination of an existing Special Land Use Permit.

I, Alexandria Bingham, City Clerk Designee, of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on _____, 2020.

Alexandria Bingham, City Clerk Designee



MEMORANDUM

Office of the City Manager

DATE: May 8, 2020

TO: City Commission

FROM: Joseph A. Valentine, City Manager

SUBJECT: BSD COVID-19 Business Relief Initiatives

In conjunction with the City's efforts to support the business community with initiatives to mitigate impacts on businesses, the Birmingham Shopping District (BSD) has developed programs to further this effort. The attached plan was approved at the BSD Board meeting on May 8th and the BSD Director will present this program to the Commission on May 11th.



MEMORANDUM

DATE: May 8, 2020

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: New Business Item 8A Resolution to approve BSD Amended Budget

The BSD Board and committees have reviewed BSD programs and initiatives identifying essential services that must continue in the next year and developed relief initiatives to assist our downtown businesses during the COVID-19 pandemic. The four BSD committees collaborated to develop the attached recommended amendment to the 2020-2021 budget by reallocating \$109,000 for COVID Relief programs and authorizing a contingency account of \$75,000 for COVID Programs. The Executive Committee would be authorized to approve funding from the Contingency Account as may be required between regularly scheduled Board meetings to assist downtown businesses during the COVID-19 pandemic. In addition to the amended budget, the attachment to this memo lays out each committee's recommended programming for the next year. The BSD recommends passing the resolution to adopt the COVID-19 business relief initiatives and the amended budget.

Suggested Action:

To approve the resolution to adopt the BSD COVID19 business relief initiatives and amended budget in support of these efforts.

2020 COVID19 Budget Goals:

Continue to provide essential services
Provide programming that directly supports downtown businesses
Provide **BOLD** programming that will “move the needle” for businesses
Remain flexible with use of funding in next year

2020 COVID19 Budget Objectives:

Reallocate \$50,000 of current budget to “Quarantine Cash”
Reallocate \$50,000 of current funds to small business relief and expanded marketing efforts

	30 days	90 days	180 days
Business Development Retention	<i>Quarantine Cash</i> <i>Small Biz Kits (masks, gloves, etc.)</i> Professional Speakers (Pro bono)	<i>Small Business Assistance Fund??</i> Professional Speakers (Pro bono)	Professional Speakers (Pro bono)
Biz Dev Attraction	Retail Attraction	Retail Attraction	Retail Attraction
Marketing	Social Media digital marketing	Website redesign <i>videos highlighting downtown businesses</i> re-evaluate magazine in June 2020	holiday marketing campaign
Maintenance	Planters Flower baskets		snow removal contract for 10 weeks Holiday lighting
Events	Drive through Farmers Market <i>“Back to Birmingham” shopping and restaurant promotion</i>	Patio and Park dining “Night on the Town” Exercise classes in parks Birmingham Cruise	Winter Market Restaurant Week
* <i>Italicized initiatives indicates COVID19 programs being paid for with \$100,000 in reallocated funds</i>			

	2019-20 BUDGET	2020-21 BUDGET
	MAPLE RD CONSTRUCTION	
DESCRIPTION		
CHARGES TO AUTO PARKING SYSTEM	150,000	25,000
FUTURE SPECIAL ASSESSEMENTS - PSD	1,030,928	1,030,929
PSD SPEC ASSESS REVENUE 2018-2019	24,040	24,040
CONTR FROM PRIVATE SOURCE	170,000	70,000
TOTAL ESTIMATED REVENUES	1,388,668	1,163,669
PARKING VALET SERVICES	15,000	15,000
CONSTRUCTION VALET	135,000	
SNOW REMOVAL CONTRACT	59,000	30,000
SNOW REMOVAL REALLOCATION TO COVID19 RELIEF		29,000
MARKETING & ADVERTISING	150,000	115,000
MARKETING REALLOCATION TO COVID19 RELIEF		35,000
CONSTRUCTION MARKETING	100,000	
TENANT RECRUITMENT	100,000	75,000
TENANT RECRUITMENT REALLOCATION TO COVID19 RELIEF		25,000
PRINTING PSD MAGAZINE	60,000	60,000
SPECIAL EVENTS	200,000	190,000
SPECIAL EVENTS REALLOCATION TO COVID19 RELIEF		10,000
MAINTENANCE	70,000	60,000
MAINTENANCE REALLOCATION TO COVID19 RELIEF		10,000
CONSTRUCTION MAINTENANCE	30,000	
COVID19 CONTINGENCY FUND		75,000
TOTAL APPROPRIATIONS	1,505,010	1,337,006
NET OF REVENUES/APPROPRIATIONS	(116,342)	(173,337)
BEGINNING FUND BALANCE		680,199
ENDING FUND BALANCE	680,199	506,862

Key:
Special Events Cmte
Maintenance Cmte
Biz Development
Marketing Cmte
Construction
Assumptions



AMENDED MEMORANDUM

Office of the City Manager

DATE: May 11, 2020

TO: City Commission

FROM: Joseph A. Valentine, City Manager

SUBJECT: Request for Closed Session – Pending Litigation
Coulston v City of Birmingham & Attorney-Client Privilege

It is requested that the city commission meet in closed session to review pending litigation in the matter of Coulston v City of Birmingham pursuant to Section 8(e) of the Open Meetings Act and to discuss an Attorney/Client communication pursuant to Section 8(h) of the Open Meetings Act.

SUGGESTED RESOLUTION:

1. Review pending litigation in the matter of Coulston v City of Birmingham pursuant to Section 8(e) of the Open Meetings Act, MCL 15.261 – 15.275,
AND
2. Discuss an Attorney/Client communication pursuant to Section 8(h) of the Open Meetings Act.

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



NOTICE OF INTENTION TO APPOINT TO THE BOARD OF ETHICS

At the regular meeting of Monday, June 8, 2020, the Birmingham City Commission intends to appoint one regular member to the Board of Ethics to serve a three-year term to expire June 30, 2023.

Board members are to serve as an advisory body for the purposes of interpreting the Code of Ethics. The board consists of three members who serve without compensation. The members shall be residents and have legal, administrative or other desirable qualifications.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, June 3, 2020. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointment.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall be residents and have legal, administrative or other desirable qualifications.	6/3/2020	06/08/2020

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



NOTICE OF INTENTION TO APPOINT TO HISTORIC DISTRICT STUDY COMMITTEE

At the regular meeting of Monday, June 8, 2020 the Birmingham City Commission intends to appoint two regular members to the Historic District Study Committee to serve a three-year term to expire June 25, 2023, and two regular members to serve the remainder of a three-year term to expire June 25, 2022.

The goal of the Historic District Study Committee is to conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations. The meetings are held by resolution of the City Commission.

Interested parties may submit an application available at the City Clerk's Office on or before noon on Wednesday, June 3, 2020. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members shall have a clearly demonstrated interest in or knowledge of historic preservation.	06/03/2020	06/08/2020

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



MEMORANDUM

Finance Department

DATE: May 1, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: Third Quarter Financial Reports

Background

Chapter 7, section 3(b) of the City charter requires the Director of Finance to report on the condition of the City quarterly. Quarterly reports are prepared for the first 3 quarters of the year with the annual audit serving as the 4th quarter report. Only the following funds are reported quarterly because by state law they require a budget: General Fund, Greenwood Cemetery Perpetual Care Fund, Major and Local Street Funds, Solid Waste Fund, Community Development Block Grant Fund, Law and Drug Enforcement Fund, Baldwin Public Library Fund, Principal Shopping District Fund, Brownfield Redevelopment Authority Fund, Triangle District Corridor Improvement Authority Fund, and the Debt Service Fund.

Overview

Attached is the third quarter 2019-2020 fiscal year financial reports. The reports compare budget to actual for the current fiscal year and the prior fiscal year for the same quarter. This allows comparisons between fiscal years as well as percentage of budget received/spent for the year. The budget categories used for each fund are the same ones approved by the Commission when they adopted the budget. Budget discussions that follow will focus on each fund individually.

At this point, 75% of the fiscal year has lapsed.

General Fund

Overall, the activity in the General Fund for fiscal year 2019-2020 is comparable to the prior fiscal year. Revenues are approximately \$.7 million higher than last year mostly as a result of an increase in property tax revenue. The increase in property tax revenue is the result of an increase in taxable value from the prior year. Licenses and Permits are down approximately \$.6M from the previous year primarily as a result of large commercial permit fees received in the second half of 2018-2019 compared to 2019-2020. Fines and Forfeitures are down approximately \$.2M compared to the prior year due to timing of court revenues distributed. The effects of the Stay at Home Order will not be realized until the 4th quarter of the fiscal year.

Total current year-to-date expenditures for the General Fund are lower than the prior year by approximately \$.8M, or 3%. Engineering and Public Services is approximately \$.9M lower than the previous year as a result of sidewalk construction on Old Woodward in 2018. The decrease in Transfers Out of \$.6M is the mainly the result of a decrease in transfers to the Capital Projects Fund. These decreases were partially offset by an increase in Public Safety of approximately \$.3M as a result of an increase in retirement contributions and equipment for the new ambulance and an increase in Community Development of approximately \$.2M as a result of an increase in

personnel costs associated with previously vacant positions and an increase in contractual inspection costs. Engineering and Public Services is at 45% of budget as a result of sidewalk costs for Maple Road which have been budgeted, but not spent yet. Transfers Out is at 86% of budget as a result of the 4th quarter payment to the 48th District Court being made in March.

Greenwood Cemetery Fund

Cemetery plot sales are lower than the prior year. Investment income is higher than the prior year and higher than expected for the current year. No expenditures have been made so far this fiscal year.

Major Street Fund

Total revenues are approximately \$.2M more than the prior year as a result of higher budgeted transfers from the General Fund. Intergovernmental is less than the prior year as a result of additional road funding provided by the State in fiscal year 2018-2019. Intergovernmental revenue is less than 75% due to the timing of payments from the State.

Overall expenditures are approximately the same as the prior year. Maintenance costs are lower than the prior year as a result of a capesal project completed in 2018-2019. Traffic controls are lower than the prior year due to Old Woodward Ave. expenditures in the Fall of 2018. Administrative costs are over 75% as a result of annual audit costs which are paid in the first half of the year. Traffic Controls & Engineering and Construction of Roads and Bridges are currently well below budget in the current year as the expenditures for the Maple Road project have not started yet.

Local Street Fund

Total revenues for the year are lower than the prior year by approximately \$.4M as a result of less special assessment revenue and lower transfers from the General Fund.

Total expenditures are approximately \$.3M less than the prior year mostly the result of less Street Maintenance costs associated with capesal expenditures. Administrative costs are over 50% as a result of annual audit costs which are paid in the first half of the year. Construction of Roads and Bridges is over 75% due to the timing of road projects completed.

Solid Waste Fund

Revenues are approximately \$60,000 higher than the previous year as a result of higher property tax revenue.

Expenditures are approximately the same as the prior fiscal year.

Brownfield Redevelopment Authority Fund

Revenues are approximately \$.4M lower compared to the prior year as a result of a decrease in property taxes captured. The taxes on the Balmoral project are no longer being captured as the developer has been paid their environmental costs.

Expenditures are approximately \$.1M higher than the prior year as a result of the settlement with 2400 Lincoln, LLC. This budget variance will be addressed at year-end during the 4th quarter budget amendment in June.

Principal Shopping District

Total revenues and expenditures are comparable to the prior fiscal year.

Community Development Block Grant Fund

Expenditures are lower in the current fiscal year as a result of work performed on the exterior ADA door to the police department in FY 2018-2019.

Triangle District Corridor Improvement Authority

Currently, there is no planned tax capture or expenditure of funds for the Authority this fiscal year.

Law and Drug Enforcement Fund

Expenditures are higher in the current fiscal year as a result of the purchase of the Watchguard video system for the patrol vehicles in the first quarter of 2019-2020.

Baldwin Library

Revenue has increased approximately \$.1M. This is the result of an increase in the property tax revenue as a result of an increase in taxable value.

Expenditures are approximately \$1.3M higher than the prior fiscal year as a result of building improvements.

Debt Service Fund

Revenues and expenditures are slightly higher as a result of scheduled debt service costs for the year compared to the previous year. Expenditures are at 100% spent for the year as a result of making all required payments for this fiscal year.

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 GENERAL FUND
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	2,544,512	-	0%	3,228,947	-	0%
TAXES	26,114,630	26,132,004	100%	24,941,490	24,961,769	100%
LICENSES AND PERMITS	3,053,720	1,795,310	59%	3,173,150	2,383,450	75%
INTERGOVERNMENTAL	2,157,650	1,492,661	69%	2,130,740	1,355,494	64%
CHARGES FOR SERVICES	3,414,670	2,411,095	71%	3,356,410	2,367,896	71%
FINES AND FORFEITURES	1,776,140	688,064	39%	1,838,990	867,987	47%
INTEREST AND RENT	621,090	432,127	70%	398,230	402,892	101%
OTHER REVENUE	418,820	75,604	18%	536,410	84,557	16%
TRANSFERS IN	200,000	150,000	75%	100,000	75,000	75%
TOTAL REVENUES	<u>40,301,232</u>	<u>33,176,865</u>	<u>82%</u>	<u>39,704,367</u>	<u>32,499,045</u>	<u>82%</u>
EXPENDITURES:						
GENERAL GOVERNMENT	6,086,847	3,788,494	62%	5,778,818	3,696,607	64%
PUBLIC SAFETY	14,410,218	10,299,968	71%	13,788,395	9,952,881	72%
COMMUNITY DEVELOPMENT	3,345,835	2,233,807	67%	3,541,404	2,067,205	58%
ENGINEERING AND PUBLIC SERVICES	8,593,743	3,906,628	45%	7,227,076	4,783,219	66%
TRANSFERS OUT	7,799,879	6,700,856	86%	9,368,657	7,277,857	78%
TOTAL EXPENDITURES	<u>40,236,522</u>	<u>26,929,753</u>	<u>67%</u>	<u>39,704,350</u>	<u>27,777,770</u>	<u>70%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 GREENWOOD CEMETERY FUND
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
CHARGES FOR SERVICES	80,000	31,442	39%	80,000	58,500	73%
INTEREST AND RENT	16,800	15,492	92%	12,000	11,907	99%
TRANSFERS IN	<u>-</u>	<u>-</u>	0%	<u>-</u>	<u>-</u>	0%
TOTAL Revenues	<u>96,800</u>	<u>46,934</u>	48%	<u>92,000</u>	<u>70,407</u>	77%
EXPENDITURES:						
OTHER CONTRACTUAL SERVICE	<u>20,000</u>	<u>-</u>	0%	<u>-</u>	<u>-</u>	0%
TOTAL EXPENDITURES	<u>20,000</u>	<u>-</u>		<u>-</u>	<u>-</u>	

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 MAJOR STREETS
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	2,370,814	-	0%	1,333,380	-	0%
INTERGOVERNMENTAL	1,457,100	883,603	61%	1,205,910	1,013,829	84%
INTEREST AND RENT	40,950	51,023	125%	12,980	28,734	221%
OTHER REVENUE	-	125,433	0%	1,850	-	0%
TRANSFERS IN	<u>2,746,000</u>	<u>2,164,000</u>	79%	<u>2,579,900</u>	<u>1,954,900</u>	76%
 TOTAL REVENUES	 <u>6,614,864</u>	 <u>3,224,059</u>	 <u>49%</u>	 <u>5,134,020</u>	 <u>2,997,463</u>	 <u>58%</u>
EXPENDITURES:						
ADMINISTRATIVE	20,510	16,255	79%	18,980	15,121	80%
TRAFFIC CONTROLS & ENGINEERING	906,609	147,234	16%	839,453	493,047	59%
CONSTRUCTION OF ROADS & BRIDGES	4,539,515	1,295,730	29%	2,156,014	669,436	31%
MAINTENANCE OF ROADS & BRIDGES	422,489	205,982	49%	485,804	331,069	68%
STREET CLEANING	157,670	113,116	72%	158,549	99,193	63%
STREET TREES	266,271	171,744	64%	255,671	163,245	64%
SNOW AND ICE REMOVAL	<u>301,800</u>	<u>157,424</u>	52%	<u>322,820</u>	<u>145,156</u>	45%
 TOTAL EXPENDITURES	 <u>6,614,864</u>	 <u>2,107,485</u>	 <u>32%</u>	 <u>4,237,290</u>	 <u>1,916,266</u>	 <u>45%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 LOCAL STREETS
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	1,679,975	-	0%	1,366,403	-	0%
INTERGOVERNMENTAL	592,300	359,076	61%	492,550	318,548	65%
INTEREST AND RENT	26,460	21,593	82%	35,030	22,706	65%
OTHER REVENUE	395,120	171,281	43%	644,970	372,057	58%
TRANSFERS IN	<u>2,000,000</u>	<u>1,666,667</u>	83%	<u>2,500,000</u>	<u>1,875,000</u>	75%
 TOTAL REVENUES	 <u>4,693,855</u>	 <u>2,218,617</u>	 <u>47%</u>	 <u>5,038,953</u>	 <u>2,588,311</u>	 <u>51%</u>
EXPENDITURES:						
ADMINISTRATIVE	28,980	22,608	78%	26,730	20,933	78%
TRAFFIC CONTROLS & ENGINEERING	70,790	48,521	69%	70,020	50,169	72%
CONSTRUCTION OF ROADS & BRIDGES	1,626,103	1,301,682	80%	2,649,984	1,398,243	53%
MAINTENANCE OF ROADS & BRIDGES	1,169,943	727,901	62%	1,072,179	953,342	89%
STREET CLEANING	186,190	124,324	67%	180,272	110,836	61%
STREET TREES	526,799	404,380	77%	517,359	388,571	75%
SNOW AND ICE REMOVAL	<u>165,030</u>	<u>102,194</u>	62%	<u>181,670</u>	<u>110,951</u>	61%
 TOTAL EXPENDITURES	 <u>3,773,835</u>	 <u>2,731,610</u>	 <u>72%</u>	 <u>4,698,213</u>	 <u>3,033,045</u>	 <u>65%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 SOLID WASTE
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	95,840	-	0%	84,293	-	0%
TAXES	1,935,000	1,939,927	100%	1,875,000	1,880,045	100%
INTERGOVERNMENTAL	4,200	4,113	0%	4,450	4,224	0%
CHARGES FOR SERVICES	18,000	13,193	73%	17,600	13,763	78%
INTEREST AND RENT	31,820	21,962	69%	20,890	19,807	95%
OTHER REVENUE	-	78	0%	-	249	0%
	<u>-</u>	<u>78</u>		<u>-</u>	<u>249</u>	
TOTAL REVENUES	<u>2,084,860</u>	<u>1,979,273</u>	<u>95%</u>	<u>2,002,233</u>	<u>1,918,088</u>	<u>96%</u>
EXPENDITURES:						
PERSONNEL COSTS	187,380	152,701	81%	162,820	137,176	84%
SUPPLIES	12,000	2,108	18%	12,000	4,701	39%
OTHER CHARGES	1,869,480	1,273,185	68%	1,809,138	1,297,203	72%
CAPITAL OUTLAY	16,000	10,757	67%	18,275	13,150	72%
	<u>16,000</u>	<u>10,757</u>		<u>18,275</u>	<u>13,150</u>	
TOTAL EXPENDITURES	<u>2,084,860</u>	<u>1,438,751</u>	<u>69%</u>	<u>2,002,233</u>	<u>1,452,230</u>	<u>73%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 BROWNFIELD REDEVELOPMENT FUND
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	-	-	0%	-	-	0%
TAXES	264,870	264,870	100%	609,040	609,040	100%
CHARGES FOR SERVICES	1,500	-	0%	1,500	-	0%
INTEREST AND RENT	11,340	2,060	18%	1,620	6,196	382%
OTHER REVENUE	20,000	-	0%	20,000	7,924	40%
TRANSFERS IN	-	-	0%	-	-	0%
	<u>297,710</u>	<u>266,930</u>	<u>90%</u>	<u>632,160</u>	<u>623,160</u>	<u>99%</u>
TOTAL REVENUES						
	<u>189,280</u>	<u>238,933</u>	<u>126%</u>	<u>531,760</u>	<u>157,595</u>	<u>30%</u>
EXPENDITURES						

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 PRINCIPAL SHOPPING DISTRICT
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	113,700	-	0%	135,330	-	0%
CHARGES FOR SERVICES	150,000	150,000	100%	-	-	0%
SPECIAL ASSESSMENTS	1,054,970	976,126	93%	897,300	982,075	109%
INTEREST AND RENT	13,700	5,655	41%	6,390	5,477	86%
OTHER REVENUE	<u>190,000</u>	<u>188,002</u>	99%	<u>190,000</u>	<u>166,114</u>	87%
 TOTAL REVENUES	 <u>1,522,370</u>	 <u>1,319,783</u>	 <u>87%</u>	 <u>1,229,020</u>	 <u>1,153,666</u>	 <u>94%</u>
 EXPENDITURES	 <u>1,522,370</u>	 <u>1,026,539</u>	 <u>67%</u>	 <u>1,229,020</u>	 <u>935,432</u>	 <u>76%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 COMMUNITY DEVELOPMENT BLOCK GRANT
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
INTERGOVERNMENTAL REVENUE	<u>57,299</u>	<u>22,950</u>	<u>40%</u>	<u>64,778</u>	<u>38,305</u>	<u>59%</u>
EXPENDITURES	<u>57,299</u>	<u>22,950</u>	<u>40%</u>	<u>64,778</u>	<u>38,305</u>	<u>59%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	-	-	0%	-	-	0%
PROPERTY TAXES	-	-	0%	-	-	0%
INTEREST AND RENT	<u>470</u>	<u>236</u>	50%	<u>290</u>	<u>234</u>	81%
TOTAL REVENUES	<u><u>470</u></u>	<u><u>236</u></u>	<u>50%</u>	<u><u>290</u></u>	<u><u>234</u></u>	<u>81%</u>
EXPENDITURES	<u><u>-</u></u>	<u><u>-</u></u>	<u>0%</u>	<u><u>-</u></u>	<u><u>-</u></u>	<u>0%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 LAW & DRUG ENFORCEMENT FUND
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	61,760	-	0%	26,200	-	0%
FINES & FORFEITURES	35,000	37,213	106%	35,000	41,197	118%
OTHER REVENUE	-	1,725	0%	-	3,260	0%
INTEREST AND RENT	<u>1,100</u>	<u>1,179</u>	107%	<u>1,620</u>	<u>1,474</u>	91%
 TOTAL REVENUES	 <u>97,860</u>	 <u>40,117</u>	 <u>41%</u>	 <u>62,820</u>	 <u>45,931</u>	 <u>73%</u>
EXPENDITURES:						
PUBLIC SAFETY	-	-	0%	-	-	0%
CAPITAL OUTLAY	<u>97,860</u>	<u>97,854</u>	100%	<u>62,820</u>	<u>59,594</u>	95%
 TOTAL EXPENDITURES	 <u>97,860</u>	 <u>97,854</u>	 <u>100%</u>	 <u>62,820</u>	 <u>59,594</u>	 <u>95%</u>

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 BALDWIN LIBRARY
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
REVENUES:						
USE OF FUND BALANCE	1,677,170	-	0%	-	-	0%
TAXES	3,370,950	3,385,815	100%	3,234,870	3,249,944	100%
INTERGOVERNMENTAL	1,029,190	469,808	46%	1,001,380	502,161	50%
CHARGES FOR SERVICES	81,150	48,648	60%	82,600	71,405	86%
INTEREST AND RENT	52,290	43,783	84%	36,920	35,836	97%
OTHER REVENUE	-	-	0%	-	-	0%
	<u>6,210,750</u>	<u>3,948,054</u>	<u>64%</u>	<u>4,355,770</u>	<u>3,859,346</u>	<u>89%</u>
TOTAL REVENUES						
	<u>6,210,750</u>	<u>4,267,513</u>	<u>69%</u>	<u>3,729,790</u>	<u>2,931,047</u>	<u>79%</u>
EXPENDITURES						

CITY OF BIRMINGHAM
 QUARTERLY BUDGET REPORT
 DEBT SERVICE FUND
 QUARTER ENDED: MARCH 31, 2020 AND MARCH 31, 2019
 % OF FISCAL YEAR COMPLETED: 75%

	2019-2020			2018-2019		
	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED	AMENDED BUDGET	YEAR-TO-DATE ACTUAL	% OF BUDGET USED
INTERGOVERNMENTAL						
REVENUES:						
USE OF FUND BALANCE	-	-	0%	-	-	0%
TAXES	1,609,500	1,609,435	100%	1,579,260	1,579,300	100%
INTERGOVERNMENTAL	3,660	3,370	92%	3,950	3,662	93%
INTEREST AND RENT	<u>2,990</u>	<u>4,041</u>	135%	<u>4,290</u>	<u>18,712</u>	436%
TOTAL REVENUES	<u>1,616,150</u>	<u>1,616,846</u>	<u>100%</u>	<u>1,587,500</u>	<u>1,601,674</u>	<u>101%</u>
EXPENDITURES	<u>1,610,300</u>	<u>1,609,895</u>	<u>100%</u>	<u>1,584,000</u>	<u>1,582,875</u>	<u>100%</u>



MEMORANDUM

Finance Department

DATE: April 30, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark Gerber, Director of Finance/Treasurer

SUBJECT: FY 2019-2020 3rd Quarter Investment Report

Public Act 213 of 2007 requires investment reporting on the City's general investments to be provided to the City Commission on a quarterly basis. This information is also required to be provided annually, which the City has and will continue to include within the audited financial statements.

General investments of the City are governed by state law and the City's General Investment Policy approved by the City Commission. The services of an outside investment advisor are utilized to assist the treasurer in determining which types of investments are most appropriate and permitted under the investment policy, maximize the return on the City's investments within investment policy constraints and provide for cash flow needs.

The two primary objectives for investment of City funds are the preservation of principal and liquidity to protect against losses and provide sufficient funds to enable the City to meet all operating requirements that might be reasonably anticipated. Investment activities include all City funds except the retirement and retiree health-care funds as follows:

- General Fund
- Permanent Funds
- Special Revenue Funds
- Capital Projects Fund
- Enterprise Funds
- Debt Service Funds
- Component Unit Funds
- Internal Service Funds

Overall, the City has \$81.0 million invested in various securities according to its general investment policy as of March 31, 2020.

The City has two pooled funds (CLASS Pool and J-Fund), which are used to meet payroll, contractor and other accounts payable needs. As indicated on the attached schedule, there is approximately \$6.3 million invested in pooled funds at the end of March. A maximum of 50% of the portfolio may be invested in pooled funds that meet state guidelines. The amount currently invested in pooled funds is 8%.

The City also holds approximately \$28.0 million, or 35%, of its investments in government securities, which are obligations of the United States. The maximum amount of investments that may be held in government securities is 100%.

Investments in federal agencies total approximately \$46.7 million, or 57%, of the City's investments. The maximum amount of the portfolio that may be invested in federal agencies is 75%.

The Investment Policy requires that the average maturity of the portfolio may not exceed two and one-half years. The current average maturity of the portfolio is 1.8 years.

**CITY OF BIRMINGHAM
GENERAL INVESTMENT PORTFOLIO SUMMARY**

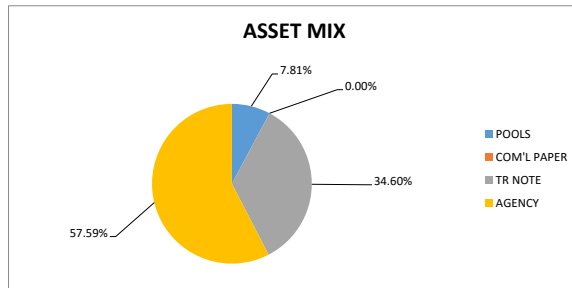
3/31/2020

YEAR	MATURITY DATE	DESCRIPTION	NOTE #	% YIELD	*	ISSUER/BROKER	PAR VALUE	COST	CURRENT MARKET VALUE	YEARLY TOTAL	% OF TOTAL
2020	3/31/2020	CLASS POOL		1.450%	CITY	MICHIGAN CLASS	2,152,744.40	2,152,744.40	2,152,744.40		
	3/31/2020	J FUND		1.180%	CITY	COMERICA BANK	4,171,451.98	4,171,451.98	4,171,451.98		
	4/6/2020	AGENCY		1.396%	INSIGHT	FFCB	1,500,000.00	1,507,725.00	1,500,210.00		
	4/30/2020	TR NOTE		2.784%	INSIGHT	U.S.	1,000,000.00	993,671.88	1,001,830.00		
	5/8/2020	AGENCY		1.166%	INSIGHT	FHLMC	2,000,000.00	2,026,400.00	2,002,060.00		
	6/30/2020	AGENCY	78	1.300%	INSIGHT	FNMA	1,500,000.00	1,500,000.00	1,503,750.00		
	7/31/2020	TR NOTE		2.798%	INSIGHT	U.S.	2,000,000.00	1,993,756.70	2,017,340.00		
	10/13/2020	AGENCY	80	1.398%	INSIGHT	FFCB	1,325,000.00	1,322,018.75	1,325,185.50		
	10/26/2020	AGENCY		1.762%	INSIGHT	FFCB	1,500,000.00	1,499,490.00	1,512,870.00		
	11/30/2020	AGENCY		1.224%	INSIGHT	FNMA	2,000,000.00	2,021,902.00	2,013,480.00		
	12/31/2020	TR NOTE		1.601%	INSIGHT	U.S.	1,500,000.00	1,507,382.81	1,519,095.00		
										20,720,016.88	25.58%
2021	1/21/2021	AGENCY	81	1.720%	INSIGHT	FHLMC	1,000,000.00	999,800.00	1,009,320.00		
	2/15/2021	TR NOTE		2.856%	INSIGHT	U.S.	2,000,000.00	2,043,121.51	2,062,340.00		
	2/23/2021	AGENCY		2.791%	INSIGHT	FFCB	2,000,000.00	1,995,800.00	2,041,680.00		
	3/15/2021	TR NOTE		2.754%	INSIGHT	U.S.	1,175,000.00	1,165,315.43	1,200,709.00		
	5/15/2021	TR NOTE		2.829%	INSIGHT	U.S.	1,500,000.00	1,510,610.49	1,550,280.00		
	5/15/2021	TR NOTE		1.695%	INSIGHT	U.S.	1,500,000.00	1,521,152.34	1,542,015.00		
	6/15/2021	TR NOTE		1.704%	INSIGHT	U.S.	1,500,000.00	1,523,090.96	1,545,180.00		
	7/15/2021	TR NOTE		1.693%	INSIGHT	U.S.	1,500,000.00	1,524,497.21	1,547,820.00		
	9/10/2021	AGENCY		3.030%	INSIGHT	FHLB	1,500,000.00	1,498,830.00	1,556,910.00		
	10/12/2021	AGENCY		3.003%	INSIGHT	FHLB	1,500,000.00	1,499,955.00	1,560,135.00		
	11/15/2021	TR NOTE		2.438%	INSIGHT	U.S.	2,000,000.00	2,022,421.88	2,086,640.00		
	12/15/2021	TR NOTE		2.469%	INSIGHT	U.S.	2,000,000.00	2,008,444.20	2,082,180.00		
										19,785,209.00	24.43%
2022	1/5/2022	AGENCY		1.533%	INSIGHT	FNMA	2,000,000.00	2,021,480.00	2,057,300.00		
	1/13/2022	AGENCY		2.209%	INSIGHT	FHLMC	1,000,000.00	1,004,248.61	1,035,070.00		
	1/13/2022	AGENCY		1.655%	INSIGHT	FHLMC	1,500,000.00	1,524,093.00	1,552,605.00		
	3/11/2022	AGENCY		2.433%	INSIGHT	FHLB	1,000,000.00	1,001,850.00	1,041,520.00		
	3/14/2022	AGENCY		1.932%	INSIGHT	FFCB	1,000,000.00	997,830.00	1,027,140.00		
	6/10/2022	AGENCY		1.882%	INSIGHT	FHLB	1,500,000.00	1,510,635.00	1,557,645.00		
	6/10/2022	AGENCY		1.930%	INSIGHT	FHLB	2,000,000.00	2,011,248.00	2,076,860.00		
	8/5/2022	AGENCY		1.497%	INSIGHT	FFCB	2,000,000.00	2,020,180.00	2,058,460.00		
	9/9/2022	AGENCY		1.613%	INSIGHT	FHLB	1,500,000.00	1,516,588.50	1,553,715.00		
	10/13/2022	AGENCY		1.549%	INSIGHT	FFCB	1,500,000.00	1,502,076.00	1,526,310.00		
	10/31/2022	TR NOTE		1.854%	INSIGHT	U.S.	1,500,000.00	1,506,977.68	1,567,035.00		
										17,053,660.00	21.05%
2023	1/19/2023	AGENCY		1.617%	INSIGHT	FNMA	2,500,000.00	2,558,475.00	2,634,750.00		
	2/21/2023	AGENCY		1.491%	INSIGHT	FFCB	2,000,000.00	2,004,653.94	2,045,560.00		
	3/31/2023	TR NOTE		1.421%	INSIGHT	U.S.	1,500,000.00	1,556,430.81	1,598,970.00		
	5/15/2023	TR NOTE		1.578%	INSIGHT	U.S.	1,500,000.00	1,509,028.46	1,567,620.00		
	6/19/2023	AGENCY		1.851%	INSIGHT	FHLMC	1,500,000.00	1,550,467.50	1,606,980.00		
	9/8/2023	AGENCY		1.466%	INSIGHT	FHLB	2,000,000.00	2,070,800.00	2,127,880.00		
	9/12/2023	AGENCY		1.591%	INSIGHT	FNMA	1,500,000.00	1,573,410.00	1,617,000.00		
	10/31/2023	TR NOTE		1.423%	INSIGHT	U.S.	1,500,000.00	1,587,954.24	1,635,825.00		
	11/15/2023	TR NOTE		1.572%	INSIGHT	U.S.	1,500,000.00	1,570,258.93	1,630,845.00		
										16,465,430.00	20.33%
2024	2/5/2024	AGENCY		1.572%	INSIGHT	FNMA	1,500,000.00	1,558,201.50	1,613,505.00		
	2/29/2024	TR NOTE		1.637%	INSIGHT	U.S.	1,750,000.00	1,785,621.10	1,871,817.50		
	7/2/2024	AGENCY		1.719%	INSIGHT	FNMA	1,500,000.00	1,502,037.00	1,568,910.00		
	9/13/2024	AGENCY		1.729%	INSIGHT	FHLB	1,750,000.00	1,843,345.00	1,923,407.50		
										6,977,640.00	8.61%
				1.849%			78,324,196.38	79,297,472.81	81,001,955.88	81,001,955.88	100.00%

⁷⁹Call date 6/30/2017. Maturity 6/30/2020. YTM 1.30%.

⁸⁰Call date 10/13/2017. Maturity 10/13/2020.

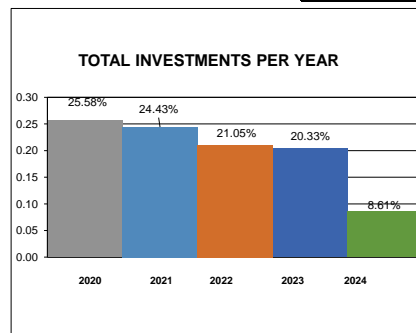
⁸¹Call date 1/21/2021. Maturity 7/21/2023.



POOLS	\$6,324,196.38	7.81%
COM'L PAPER	\$0.00	0.00%
TR NOTE	\$28,027,541.50	34.60%
AGENCY	\$46,650,218.00	57.59%
TOTAL	\$81,001,955.88	100.00%

COMPARATIVE RETURNS				
	City Portfolio		1-Yr TR	2-Yr TR
Current Quarter	1.85%		0.17%	0.23%
Previous Quarter	1.83%		1.56%	1.58%
1 Year Ago	2.00%		2.52%	2.28%

AVERAGE MATURITY (YEARS): 1.80



* INSIGHT: \$74,677,759.50 92.19%
 * ASSIGNED TO CITY: \$6,324,196.38 7.81%
 \$81,001,955.88 100.00%



MEMORANDUM

Police Department

DATE: May 6, 2020

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Staff Report – Woodward Ave: Noise and Driving Behavior Complaints

Over the course of the past six weeks, especially when weather is clear and temperatures are warm, the City has received numerous complaints from residents concerning noise emanating from Woodward Ave. and concerns over vehicles speeding, driving carelessly, recklessly or drag racing. The City has also received numerous complaints that people are gathering in groups to watch the traffic on Woodward and citizens are not socially distancing themselves properly in accordance with Governor Whitmer's Executive Orders prohibiting such conduct.

Woodward Ave noise complaints and complaints of groups gathering is a not new problem. "Cruising Woodward" is an activity that has been occurring since the 1940's. The "Woodward Dream Cruise" was organized to honor the activity and the vehicles used to cruise. What has changed in the past several years is the length, duration and intensity of cruising activities during the spring, summer and fall months. Cruising Woodward has become a routine activity for many car enthusiasts and others who come out to Woodward Ave to observe the vehicles outside the time frame of the official Woodward Dream Cruise. These activities are not unique to Birmingham. All of the communities that border Woodward Ave are facing the same issues. Residents from Bloomfield Township, Bloomfield Hills and Royal Oak are also voicing their concerns over noise and negative driving behavior.

The type of vehicles cruising Woodward have also changed. While some "classic" vehicles are out on Woodward, the new cruisers feature more modern muscle cars from the Big 3 automakers and feature cars such as the Ford Mustang, FCA's Dodge Charger and Challenger and GM's Camaro and Corvette. Smaller vehicles from American, Japanese, Korean and European manufacturers are also very prevalent. In both cases, many of these modern vehicles have been modified with "after-market" equipment, especially exhaust systems. These "after-market" exhaust systems replaced the original manufacturer's equipment (OEM) that were in compliance with the law at the time of manufacture (Section 257.707 c (2) of the Michigan Motor Vehicle Code) As a result, many of these vehicles with after-market exhaust systems are extremely loud even under normal driving conditions. For example, when accelerating off a traffic signal on Woodward to the speed limit of 45 mph, the engine noise created by these vehicles makes the vehicle sound as if it is traveling at a higher rate of speed. Just "goosing" the accelerator on these types of vehicles creates a sound amplification well in excess of the vehicles' actual speed.

The issues and challenges of how to deal with the excessive noise and negative driving behaviors on Woodward Ave are complicated:

1. Woodward Ave: Woodward Ave is a state highway, controlled by the Michigan Department of Transportation (MDOT). Woodward Ave is a public road open to all people for use. The service drives adjacent to Woodward Ave in Birmingham also fall under the jurisdiction of MDOT. All signage and speed limits are determined by MDOT, not the City of Birmingham. As a possible measure to help with traffic volume and associated noise, the police department formulated three different plans to reduce the amount of traffic on Woodward Ave on Fridays, Saturdays and Sundays. Unfortunately, MDOT informed the City that they would not authorize any of the three plans that involved any temporary lane closures. The public should also be aware that Woodward Ave is the designated detour route for the I-75 road construction project. There will be at least five more weekends between now and November 2020 where I-75 is completely closed and all traffic diverted to Woodward Ave. (see MDOT website for dates). The topic of electronic enforcement (traffic cameras) often comes up as a potential solution to enhance enforcement practices. Under Michigan law, automated enforcement cameras may not be used in Michigan. A police officer may issue a civil infraction citation only if the officer personally observes a violation, investigates a crash, or receives authorization from the prosecutor to a citizen's complaint.

2. Noise: The City of Birmingham has adopted the State of Michigan Motor Vehicle Code for enforcement purposes. All enforcement actions must comply with all federal, state and local laws.

The motor vehicle code law as it relates to noise is found in Section 257.707 et al. The law uses a "decibels on the a-weighted network" or "DBA" level system to determine what is in violation of the law at a distance of 50 feet by using a certified sound meter. However, law enforcement as a whole has been unable to enforce this because the law does not take into account any surrounding ambient noise that directly affects a sound meter reading. There are no provisions in the law to allow individual testing of vehicles in a controlled environment that would conclusively determine whether a vehicle was in violation of the DBA established levels.

The police department, in consultation with the City Attorney, has examined another possible enforcement option located in section 257.707c (3) of the motor vehicle code. In short, the law states that a vehicle's exhaust system cannot be equipped with a "cutout, bypass, amplifier, or a similar device." The City Attorney has indicated that if a vehicle's exhaust system has been modified per section 257.707c (3), officers may write this violation. While there is no DBA component to this this violation, the police department wants to ensure proper enforcement of the Motor Vehicle Code and is therefore is seeking an opinion from the Michigan Attorney General's Office via State Representative Mari Manoogian for clarification of Section 257.707c (3).

3. Driving Behavior: During the current pandemic climate, both locally and nationwide, law enforcement agencies have reported an uptick in speed by motorists. There are two theories as to why this has occurred. The first is that with the dramatic reduction in regular traffic, roads now appear "open" and enticing for speeding. The second is a belief that a decrease in violations being issued by officers limiting their contact with motorists serves

as less of a deterrent to speeding. Moving forward, Birmingham officers will continue to be entrusted with issuing violations to drivers who violate the Motor Vehicle Code. All officers of the police department have been made fully aware of the noise and driving related complaints from the public and have been instructed to take the appropriate enforcement action using common sense and professional discretion. Officers will not only monitor speed, reckless driving, careless driving and drag racing, but will also enforce any actions observed that are in violation of the Motor Vehicle Code.

The police department has been bringing in additional officers on Friday, Saturday and Sunday to augment scheduled patrols to assist with enforcement activities on Woodward Ave. The police department issued 55 violations over the course of the past weekend (May 1st, 2nd and 3rd). Officers currently assigned to work the 7 am to 7 pm shift on Fridays, Saturdays and Sundays will have their shift starting/ending times altered in order to maximize personnel needs to meet the times where traffic volume on Woodward is at its peak. This shift in starting/ending times also ensures that officers are working during normal shift change hours.

The police department has also requested additional patrols for Woodward Ave. from the Oakland County Sheriff's Office and the Michigan State Police beginning Friday, May 8, 2020. Both agencies have indicated they will provide additional units to assist our City. I have been in communication with Chief Langmeyer from Bloomfield Twp., Director Clason from Bloomfield Hills and Chief O'Donohue from Royal Oak. All police department leaders agree the issues of noise and negative driving behaviors are a primary concern to their respective citizenry and all agree to work together to try to assist one another in solving the issues. The police department has also reached out to other members of the law enforcement community, including the Oakland County Sheriff's Office and the Michigan State Police and inquired as to how their respective agencies address the issues previously outlined. No agency has offered any further insight or enforcement actions that have not already been promulgated.

4. Executive Order Violations: It has been the policy of the police department to address all violations of the Governor's Executive Orders by seeking voluntary compliance from members of the public. In almost all cases, the police department has been successful in gaining voluntary compliance. On May 4, 2020, the Michigan Attorney General issued a letter that indicated the Governor's Executive Orders were legal and enforceable. However, the mechanism to be used by law enforcement to enforce the Governor's Executive Orders was not addressed in the letter. Both the police department and the City Attorney's Office reached out to the Michigan Attorney General's office to inquire how we as a local department could issue a violation of the Governor's Executive Orders. We were informed that all violations must be presented to the local state law prosecutor's office (the Oakland County Prosecutor's Office in our case) to request a violation/warrant be issued. In fact, recently, the police department presented a violation report to both the Michigan Attorney General's Office and the Oakland County Prosecutor's Office seeking to have a violation/warrant issued under Executive Order 2020-59. Both agencies reviewed the report and indicated that they would take no action. Therefore, until further notice, the police department, in consultation with the City Attorney, has determined that if voluntary compliance cannot be achieved, the police department will record the violation in a police incident report for future reference.

The police department has worked closely with the City Attorney to ensure that all applicable enforcement mechanisms in the law, both local and state, have been vetted.

As previously stated, I will be working with the City Attorney to get a Michigan Attorney General's opinion for clarification on section 257.707 of the Michigan Motor Vehicle Code.

Sheriff Michael Bouchard of the Oakland County Sheriff's Office hosts a quarterly meeting between law enforcement leaders and the state and local legislators from Oakland County. The next meeting was scheduled for May 15, 2020, but was cancelled due to the coronavirus pandemic. I will work with our local representatives in Lansing to address law enforcement's current inability to enforce noise violations as outlined in the Michigan Motor Vehicle Code to try to orchestrate a revised law that officers can actually use to combat the issue before us.

In summary, the issues of noise and negative driving behavior are of concern to both the City and our other neighbors along the Woodward corridor who are also dealing with these same issues. The police department is committed to addressing the issue of noise and negative driving behavior on Woodward Ave. Woodward Ave is a state road controlled by MDOT. Speed limit and signage are controlled by MDOT. Other possible avenues to address traffic volume and noise such as lane closures or temporary lane diets have been denied by MDOT. Woodward Ave is also the current road detour for the I-75 construction project.

The current motor vehicle code as it relates to noise violations is logistically unenforceable. The City will issue noise violations pursuant to the Motor Vehicle Code that does not have the DBA component. The police department will be seeking further information from the Michigan Attorney General's Office for clarification of law.

The police department will be focusing enforcement efforts on Woodward Ave in addition to other responsibilities and adding additional patrol personnel to target Woodward Ave motor vehicle code violators using common sense and professional discretion. The police department has also received confirmation from both the Oakland County Sheriff's Office and the Michigan State Police to come to Birmingham and augment our efforts in dealing with noise and negative driving behaviors. Additionally, the police department has communicated with our neighbors to both the south and north of the City to coordinate traffic enforcement efforts.

Finally, I will carry the message to our legislators in Lansing that the current noise enforcement laws in the Motor Vehicle Code are unenforceable and ask that the issue be revisited and a revised law developed that would give law enforcement officers the ability to proactively enforce noise violations.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-20222**

- DTE Electric Company requests Michigan Public Service Commission's approval for reconciliation of its power supply cost recovery plan (Case No. U-20221) for the twelve months ending December 31, 2019.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, 688 WCB, Detroit, MI 48226, (800) 477-4747, 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: **Thursday, May 14, 2020 at 10:30 AM**

BEFORE: **Administrative Law Judge Sally Wallace**

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) March 31, 2020 application requesting Commission approval of the reconciliation of its Power Supply Cost Recovery (PSCR) plan for the twelve months January 1, 2019 through December 31, 2019, and proposals to collect its total PSCR under-recovery at year-end 2019 of \$2,199,749, (including interest), from all PSCR customers via a roll-over of such under-recovery amount as the January 2020 starting balance for the 2020 PSCR Reconciliation.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: 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. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: 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 May 7, 2020. (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, DTE Electric Company, One Energy Plaza, 688 WCB, 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, 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.

CITY CLERK CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-20711

- DTE Electric Company requests Michigan Public Service Commission's approval for Reconciliation of its Transitional Reconciliation Mechanism associated with the Disposition of the City of Detroit Public Lighting System for the Period of January 1, 2019 through December 31, 2019
- 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, (800) 477-4747, 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, May 19, 2020 at 9:00 AM

BEFORE: Administrative Law Judge Dennis Mack

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan 48917

INFORMATION ONLY

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) March 27, 2020 application requesting Commission approval to: 1) reconcile its Transitional Reconciliation Mechanism ("TRM") plan for the 12-month period beginning January 1, 2019 through December 31, 2019; 2) reconcile its net revenue requirement plus carrying charges, including the over-recovery for Case No. U20051 and the under-recovery for Case No. U-20364 in the amount of \$15,674,785; 3) authorize a TRM surcharge of \$0.001430/kwh to be applicable to all customers on a bills rendered basis from October 1, 2020 through December 31, 2020, or a similar surcharge using a service area sales forecast that is aligned with a three-month period; and 4) other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscdockets. 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: mpscdockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscdockets@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 May 12, 2020. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric's attorney, Kelly M. Martorano, 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's application may be reviewed on the Commission's website at: michigan.gov/mpscdockets, 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.

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.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.