

**BIRMINGHAM CITY COMMISSION AGENDA**  
**MAY 18, 2020**  
**VIRTUAL MEETING**  
**MUNICIPAL BUILDING, 151 MARTIN**  
**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.**

**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.
- On June 5th we would like to recognize Gun Violence Awareness Day. On this day we encourage everyone to wear orange to honor those that were victims of gun violence in our country. Visit our social media platforms for further information.
- This year residents can watch an online Memorial Day Ceremony on our Facebook page as there will be no public event in the park. The online ceremony will begin at 10am on Monday, May 25th and can be accessed at [www.facebook.com/BhamGov](https://www.facebook.com/BhamGov)
- All registered Birmingham voters as of Tuesday, April 28, 2020 who were not on our absentee voter mailing list will be receiving a post card soon, complete and return this postcard to be placed on our absentee voter mailing list.
- The Birmingham Farmers Market will take place every Sunday, 9am-12pm, in public parking lot #6. Visit [www.allinbirmingham.com](http://www.allinbirmingham.com) for more information.

**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 May 11, 2020.
- B. Resolution approving the warrant list, including Automated Clearing House payments, dated May 13, 2020 in the amount of \$988,127.99.
- C. Resolution directing the Treasurer to transfer the unpaid and delinquent special assessments and invoices as of May 20, 2020 as presented, including interest and penalty, and reassess to the 2020 City tax roll with an additional 15% penalty, and further authorizing the Treasurer to remove from the list any bills paid after Commission approval. (complete resolution in agenda packet)
- D. Resolution directing the Treasurer to transfer and reassess to the 2020 City tax roll the properties with unpaid and delinquent water/sewage accounts listed in the Delinquent Water/Sewer Tax Roll dated April 16, 2020, including interest and penalty, and authorizing the Treasurer to remove from the list any bills paid or a payment plan agreement signed after Commission approval. (complete resolution in agenda packet)
- E. Resolution authorizing the IT department to purchase the Cortex XDR antivirus endpoint clients from AmeriNet. The purchase price not to exceed \$7415.20. Funds are available in the IT Software Fund Account: 636-228.000-742.0000.
- F. Resolution approving a request from the Birmingham Bloomfield Chamber of Commerce to hold the Village Fair on the new date of July 7 - 12, 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.

**-OR-**

Resolution denying the request from the Birmingham Bloomfield Chamber of Commerce to hold the Village Fair on July 7 - 12, 2020 due to concerns with the COVID-19 pandemic.

<b>V. UNFINISHED BUSINESS</b>
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| A. | Resolution authorizing the agreement with Creative Collaborations, LLC, a Cemetery Service Provider firm 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 \$45,600.00, which will be paid from account #101-215.000-811.0000. |
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<b>VI. NEW BUSINESS</b>
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| A. | Resolution approving the installation of a stop sign on Bennaville at Grant and on Bennaville at Edgewood. Further, directing the Chief of Police and the City Clerk to sign the traffic control orders on behalf of the City establishing the installation of a "Stop" sign on Bennaville at Grant and on Bennaville at Edgewood.  |
| B. | Resolution approving the following amendments to the Sign Ordinance, Chapter 86 of the City Code: <ul style="list-style-type: none"> <li>1. Article 1, section 1.05, Permanent Business Signs and Broadcast Media Device Standards, to amend canopy signs and add awning signs;</li> <li>2. Article 1, Table B, Business Sign Standards, to amend the sign types and subsequent standards for canopy signs, and to add awning signs; and</li> </ul> |

3. Article 9, Section 9.02, Definitions, to add definitions for awning, awning sign, awning valence, awning shed and canopy, and to amend the Permanent Business Sign Standards and Table B.
- C. Resolution recommending the electrical box in the planter on the west sidewalk of N. Old Woodward at the intersection of Hamilton Row be painted as a crayon box by local artist and Public Arts Board member Anne Ritchie and local artist John Ritchie, and the two USB charging stations on the north and south side of the subject electrical box be painted as thumb drives. Cost for supplies in an amount not to exceed \$500, to be charged to account #101.299-000-811.0000.
- D. Resolution amending the existing agreement with DRV Contractors to allow them to complete repair and rehabilitation projects in the five City parking decks as detailed in the May 2020 cost proposal for an amount not to exceed \$506,980.
- AND-**
- Resolution amending the existing agreement with WJE Engineers and Architects, P.C. to provide project oversight for the projects outlined in the DRV proposal dated May 2020 for an amount not to exceed \$56,600.
- E. Resolution requesting the cancelation of the annual Woodward Dream Cruise event for 2020 due to public health and safety concerns attributed to the covid-19 pandemic and encouraging the promotion of the cancelation of the event by WDC, Inc. to the public.
- F. Resolution to meeting 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, MCL 15.261 – 15.275.

**(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.)**

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

INFORMATION ONLY

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

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

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



**BIRMINGHAM CITY COMMISSION  
VIRTUAL MEETING MINUTES  
MONDAY, MAY 11, 2020  
7:30 P.M.**

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

Mayor Pierre Boutros called the meeting to order at 7:30 P.M. with everyone reciting 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

ABSENT: None

Administration: City Manager Valentine, Assistant City Manager Gunter, Finance Director Gerber, City Attorney Currier, Attorney Kucharek, Planning Director Ecker, DPS Director Wood, BSD Executive Director Tighe, City Engineer Johnson, Police Chief Clemence, Officer Grewe, IT Manager Brunk, Acting City Clerk Arft, City Clerk Designee Bingham.

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

**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 COVID19 resources. Elderly, quarantined and immuno-compromised individuals are encouraged to use the hotline to request assistance with essential

functions, and obtaining necessary supplies by calling (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 on Noise Nuisance on Woodward Avenue by Police Chief Clemence:**
  - Woodward Avenue is a public road open 24 hours per day to anyone who wants to travel on it.
  - The Michigan Department of Transportation has jurisdiction over the avenue.
  - Birmingham has adopted the Michigan Motor Vehicle code as an enforcement mechanism for vehicles traveling on Woodward.
  - There is a system that measures noise, but it does not take into account ambient noise, which makes it nearly impossible to enforce.
  - City ordinances should not be used in lieu of the Motor Vehicle Code; it would be viewed by the courts as circumventing existing laws.
  - The Michigan Motor Vehicle code has a section that addresses aftermarket exhaust systems and the City is looking for an opinion, on the State level, on whether this could be a way for law enforcement officers to address noise violations.
  - He suggested lobbying the legislature to look at the current Michigan Vehicle Code Noise Violation section and amend to allow law enforcement to have a mechanism to enforce noise ordinances.
  - Birmingham Police Department has adjusted routine patrol start schedules to insure that patrols are out during peak travel times.
  - There are additional officers out on the weekend to address the negative behavior that goes on.
  - Contacted law enforcement partners such as Oakland County Sheriff and Michigan State Police to join the City of Birmingham in patrolling Woodward Avenue.
  - He also contacted neighboring agencies to address the residents' concerns and take a team approach to mitigate the problem.
  - He further wanted to assure everyone that the department is doing everything in their power to address the situation and resolve the problems within the statutes of the law.

Mayor Boutros thanked the Chief and his team on all that they do to keep the residents of Birmingham safe.

Commissioner Host asked the Chief if the City's noise ordinance is one that could be used on Maple Road, Adams, or is it just for residential streets.

Chief Clemence clarified that if the violation involves a motor vehicle and a public road, the Motor Vehicle Code takes precedence.

Commissioner Host also asked for data to support that increased patrol has paid off in the number of ticketed violations.

Chief Clemence said that just on Woodward, the police department wrote sixty-six (66) violations over the weekend. The department is aware of the City and residents' concerns. The Chief has deferred to the officers' professionalism, discretion, and the use of the law to write appropriate violations when necessary.

Commissioner Host continued by asking how to mitigate cars loitering along the road in Dream Cruise fashion, and individuals socializing in violation of social distancing rules.

Chief Clemence advised that by bringing in additional staff the behavior is observed and voluntary compliance asked to keep the residents of Birmingham safe. He found that people, for the most part, have been cooperative.

Mayor Boutros encouraged anyone with additional questions to contact the City Manager via email or phone.

#### Public Comment

Mr. Brady Blaine, Redding Road, commented that he was blindsided by what happens on Woodward Ave. between February and November. The noise from amplified exhaust systems is overwhelming and wanted to know how long the residents have to tolerate this issue. He cited the Motor Vehicle Code and a former report from the Chief that says officers may write violations for noise nuisances. He closed by pleading for a permanent solution to this problem.

Chief Clemence expressed that he is committed to doing everything by the letter of the law, and doing the right thing in the interpretation of the law. Therefore, he wants to be sure that the Attorney General be in agreement with that interpretation.

#### **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.

**05-068-20**

#### **APPROVAL OF CENSENT AGENDA**

The following items were removed from the Consent Agenda:

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|--------------------|--|
| Commissioner Hoff: | Item A, Meeting Minutes of the regular meeting of the City Commission on April 20, 2020.   |
|                    | Item 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. |

The following recusals from the vote were requested:

Mayor Boutros:                      Item 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, due to a personal interest in the property.

**MOTION:**            Motion by Mayor Pro-Tem Longe, seconded by Commissioner Hoff:  
To approve the Consent Agenda with the exception of Items A and J, and noting the recusal for Item I.

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

- 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.

**05-069-20 CITY COMMISSION REGULAR MEETING MINUTES OF APRIL 20, 2020.**

Commissioner Hoff pointed out the following concerns:

- Page 5, 2 references to Market Restaurant, the name Market should be capitalized.
- Page 6, Birmingham Racquet Club discussion should include their request for an extension to improve the racquet courts; the city manager said it would come back as a separate item. Will there be an amendment to their agreement to include the resurfacing of the courts.
- City Manager Valentine affirmed that it would. He went on to say that there are several other properties that the City leases and will bring them all back at the same time as the agreements are worked out.
- Commissioner Hoff asked should there be a reference in the minutes to that issue. City Manager Valentine agreed that the clerk could amend the minutes to reflect the issue.
- Page 7, there was a conflict in the discussion on DRV contractors repairing the edge slab on the NOW deck: Clarify if the contractors are performing a structural assessment or not.
- Page 4, Lot combination on Bates, the commissioners agreed that an ordinance revision to the lot combination ordinance is needed so consistent standards are in place moving forward. Was it decided to revise or was the Planning Board asked to review. City Manager Valentine recalled that it would be brought back at the Joint Workshop with the Planning Board in June as a topic of discussion. Commissioner Hoff agreed that it should not be in the minutes. City Manager Valentine confirmed that it is the action going forward based on the discussion that there would not be subsequent conversation on the topic.
- Page 8, Open to the Public for matters not on the Agenda – Maple Road should be capitalized.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Nickita To approve the City Commission regular meeting minutes of April 20, 2020 as corrected.

Commissioner Baller pointed out that the reference to the Beverly Hills Racquet Club is the Birmingham Racquet Club. He wants the record to reflect Birmingham Racquet Club.

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

**05-070-20                      ART BIRMINGHAM ON S. OLD WOODWARD AVENUE ON  
AUGUST 22-23, 2020**

Commissioner Hoff pulled this item to discuss the rescheduling of this event. She noted that in the past when rescheduling was suggested due to the conflict with retailers during Mother's Day weekend, the request was denied based on not being able to reschedule artists. She further asked if the artist had been contacted to confirm their interest in participating in view of the new date and the safety measures that would be implemented.

Annie VanGelderan, President and CEO of the Birmingham Bloomfield Art Center, responded that there are usually 150 artists participating. Some have dropped out and it will be a much smaller art fair planned.

Commissioner Hoff further asked if she shared with the artist the safety measures required by the City of Birmingham, and have they agreed to comply (i.e. credit card purchases only).

Ms. VanGelderan affirmed that she discussed current safety measures contingent on the State and Federal guidelines surrounding COVID in August.

Lastly, Commissioner Hoff asked about the fall art fair in September and concern surrounding the two events being held so close together.

Ms. VanGelderan did express concern, but felt that people would enjoy attending events that the City of Birmingham would offer.

Commissioner Baller pointed out that one of the reasons that this event location was moved was the conflict presented by the Maple Road reconstruction. He further asked would the construction be complete by late August, if so, should it be held in the usual and preferred location Shain Park.

City Manager Valentine expressed that construction projects are too unpredictable to plan an event of this nature so close to the projected end date.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Host:  
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.

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

<b>V.      UNFINISHED BUSINESS</b>
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None

<b>VI.      NEW BUSINESS</b>
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**05-071-20                      OBSTRUCTION PERMIT AGREEMENT FOR RIGHT-OF-WAY  
   OCCUPANCY**

City Attorney Currier presented this item.

- City Attorney Currier and City Engineer Johnson have been in discussions with the owner of the former Varsity Shop in review of plans for development.
- The building has to be demolished and a new foundation built with an earth retention system.
- The owner has agreed to provide landscaping and improvements to the area South of Merrill.

Commissioner Hoff asked which side of the building would the H Piles be placed, and how would it effect street traffic.

City Engineer Johnson responded that the H Piles would be installed on the East, South, and West elevation. He went on to say that due to the H Pile system, excavation would not reach into the street. Access to the alley and roads would be maintained.

Commissioner Baller inquired about the public benefit offered with this project and how did it come about.

City Attorney Currier pointed out the location of the offering in the contract and went on to defer to City Manager Valentine who was actually involved in the discussion. City Manager

Valentine explained that whenever City property is being utilized, consideration is requested from the developer.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Host:  
To approve 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.

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

**05-072-20 AMENDED CONTRACT AGREEMENT WITH CREATIVE COLLABORATIONS, LLC**

Assistant City Manager Gunter presented this item.

- Six months ago, an agreement was approved to provide cemetery services at the Historic Greenwood Cemetery services by Cheri Arcome dba Creative Collaborations, LLC.
- Staff was directed to work with the Greenwood Cemetery Advisory Board to review the following:
  - Alternatives to the current contract.
  - Key Performance Indicators
  - Cost Implications to perform services in-house
  - Opportunities to collaborate with neighboring cemeteries.
- Staff review found that it was cost prohibitive to bring the services in-house.
- The Greenwood Cemetery Advisory Board, based on staff review, recommended continuing for a year with Creative Collaborations, LLC with renewals reviewed on an annual basis.

Commissioner Baller asked if the vote was unanimous from the GCAB to move forward with this contract.

Assistant City Manager Gunter expressed that one member dissented.

Commissioner Sherman asked for clarification in comparing the cost of providing all the services in-house as opposed to contracting out sexton services and equipment rental, and billing the families directly, as it is currently being done. He further asked if Creative Collaborations, LLC has any competitors in the area.

Assistant City Manager Gunter explained that when evaluated to provide the services in-house, staff found that it is a volume business, meaning sextons prioritize work based on the client that brings in volume burials. She went on to say that Ms. Arcome has been able



to engage sextons with a high volume of burials, and receives priority when she calls on their services. If the City were to try this directly, there will be no priority based on the low number of burials performed at the Greenwood Cemetery. Field research revealed Mr. Bancroft at Franklin Cemetery was unable to accommodate Greenwood and recommended Ms. Arcome. Staff was unsuccessful in finding anyone to provide the level of services that the City of Birmingham has come to appreciate.

Commissioner Hoff suggested that the only way to make a fair performance assessment of Ms. Arcome's performance is to know the number of burials and plots sold over the last six months.

Cheri Arcome, Creative Collaborations, LLC, reported to date, five full burials, two cremains burials, and four plots were sold to four separate individuals.

Commissioner Hoff continued to express her concern that the Clerk's office is doing all of the record keeping; and the City is collecting revenue and paying vendors including a landscaping company at \$16,500 annually. She further expressed that the cost is not in line with the services that are being provided. She went on to say that she is not questioning the level of service provided by Ms. Arcome, but questions if the number of burials and sales are enough to support the cost of the contract.

Ms. Arcome responded that Greenwood is seasonal in terms of sales. People do not typically seek advance planning in the winter months. Sales appointments were scheduled for spring; which have been rescheduled due to the current COVID environment. She also expressed that cremations are now 70% of the business nationwide and those burials have been delayed until spring. Therefore, she anticipates more sales and burials in the upcoming months.

Commission Hoff suggested that the geo mapping planned for the cemetery would be very helpful in determining what is available at Greenwood. In response to the increase in cremations, she asked would the same equipment be used in the burial of cremains. She also expressed her belief that the City is in the same position as last November, with no options, in terms of continuing services at Greenwood Cemetery. Based on the scenario she is in support of continuing with Creative Collaborations, LLC. However, she suggested the contract extend for only six months to allow more options to be explored; and further suggested that the name of the company, contractually, include cemetery services contractor so that it does not sound like an advertising agency.

Assistant City Manager Gunter, in terms of Commissioner Hoff's comments, wanted to give the GCAB credit for deliberating this issue intensely before putting forth the suggested resolution to this commission. She further expressed that it was done over three meetings, not rushed, and staff did the due diligence required to meet the GCAB's scrutiny relative to economic analysis.

Commissioner Sherman agreed with Commissioner Hoff based on Ms. Arcome's comments regarding burial activity picking up in fair weather. He went on to say he would like to see an analysis of the same period in subsequent years and felt that a six-month extension of the contract would allow for such analysis. He also felt that the comparison of the cost for the City to bring these services fully in-house vs. performing the service contractually through Creative Collaborations, LLC is not valid. Finally, he would like to know that the fee makes sense based on the number of burials and sale of plots.

Commissioner Host expressed gratitude for the work done by Assistant City Manager Gunter and Ms. Arcome in continuing services at the Historical Greenwood Cemetery.

Mayor Boutros expressed that he would like to see an analysis comparing apples to apples. He further asked Ms. Arcome, in light of the unprecedented times, how this effects the cemetery business.

Ms. Arcome responded that this is a very difficult time, especially for families, and the sales numbers will be down for advance planning. In the COVID environment, families are not allowed to have the funerals and visitations that they want, families are not allowed at Greenwood until all of the contractors have left the site. She went on to say families are waiting to have the celebrations of life, and numbers are going to be skewed in trying to compare same periods in different years.

**MOTION:** Motion by Commissioner Sherman, seconded by Commissioner Nickita: 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.

City Manager Valentine proposed, as an alternative, to approve the suggested resolution and simply re-evaluate the situation in six months.

Commissioner Hoff agreed that this is not a good comparison period, however, Ms. Arcome has worked for the City for seven years and there should be enough data from the last seven years on the number of burials and plots sold. She expressed that she would be willing to support a six-month extension, but not more.

Commissioner Baller asked if after six months would the contract be renewed for a year or six months, and would Ms. Arcome be agreeable to the terms.

Ms. Arcome suggested renewal of the contract for twelve months, in six months analyze the data, and provide a solution in May of 2021. She does not recommend turning over a cemetery to a new contractor during winter months.

Mayor Boutros asked if there were any restrictions to the proposed recommendation.

City Attorney Currier affirmed that there are no restrictions if both parties to the contract agree.

Commissioner Baller expressed that based on the current information, he would not support the motion; but would support the suggested resolution.

Mayor Pro-Tem Longe agreed with Commissioner Sherman that this is not an apple to apples comparison. She went on to say that Ms. Arcome has a very specialized skill set, a business that she knows well, and is suited to work with families who are in grief, and her services are not overly expensive. Therefore, she supports the stability of a one-year contract.

Commissioner Host prefers a 12-month contractual agreement.

Commissioner Nickita reminded everyone that this is not an unusual situation where the commission extended a contract for a number of reasons. The general thinking is to be able to re-analyze this rapidly changing situation in the COVID environment in six months. This body would have the opportunity to alter or vary the contract later.

Commissioner Sherman pointed out that the contract before the commission is for six months, with a twelve-month renewal; without the proposed extension, the contract is in force for a year. He further said that his motion conforms to the contract in the packet and pointed out that the termination clause is not in the contract.

Assistant City Manager Gunter asked for support from City Attorney Currier in response to Commissioner Sherman concerns.

Commissioner Sherman suggested that the contract go to the City Attorney for review and brought back for approval.

Mayor Boutros suggested that staff bring back a fully amended agreement including the termination clause.

City Manager Valentine agreed to clarify the contract language and bring back to the meeting scheduled for May 18, 2020.

Public Comment:

David Bloom suggested waiting for more than a week and began reading an unauthorized analysis of the situation that contradicts the research and analysis presented by staff from an unidentified source.

City Attorney Currier expressed that he would be interested in who made the analysis so that it could be passed on to staff.

Mr. Bloom was not at liberty to share his source without permission from his source. He went on to admit that George Stern, a member of the Greenwood Cemetery Advisory Board, gave him the report to present to the City Commission.

Mayor Boutros asked if Mr. Stern was in attendance and Mr. Stern affirmed.

Mr. Stern commented that he has 35 years in the cemetery business and the report that he gave to Mr. Bloom was a report presented to the GCAB, suggesting that an independent auditor look at the staff analysis for reasonableness and the City Commission should have a neutral party look at the report presented by the City administration. He went on to say that, this is a typical "make or buy" decision.

Commissioner Hoff requested that since the contract would be reviewed for completeness, that the contractor identify as a cemetery services contractor in the agreement.

Commissioner Sherman withdrew the motion contingent on the second being withdrawn. Commissioner Nickita withdrew the second.

No action was taken on the suggested resolution and staff was directed to complete the contract language to move forward at a subsequent meeting.

#### **05-073-20                      COVID-19 ECONOMIC AND OPERATIONAL ASSISTANCE INITIATIVES**

City Manager Valentine presented recommendations developed by the administration and staff to assist the residential and business community through the COVID-19 crisis.

1. Delaying invoicing and collection of special payments until January 2021
2. Waiving penalties on delinquent water and sewer bills, special assessment, and invoices rolled to taxes.
3. Waiving penalties on delinquent water and sewer bills through the end of the year.
4. Waiving fees for outdoor dining platforms.
5. Waiving fees for outdoor dining meter fees during the 2020 outdoor dining season.
6. Waiving annual fees for valet licenses.
7. Waiving liquor license renewal fees.
8. Waiving fees for temporary signage or eliminating temporary signage permits through the end of summer.
9. Waive e-check fees for online payments to encourage utilization as opposed to in-person visits.
10. Waive the field, park, and shelter rental fees for the current year to incentivize congregating with consideration to social distancing, if permitted.
11. Waive access fees to BS&A records to increase efficiencies and minimize physical contact at the Treasurer's office.
12. Keep on-street parking fees during the day, and eliminate on-street parking fees after 5P.M.

13. Waive parking structure fees for public use through September.
14. Waive parking structure permit fees through September.
15. Waive initial merchant license fee for the remainder of 2020.
16. Waive temporary structure permit fees to encourage businesses to accommodate social distancing.
17. Waiving pet license fees through the end of 2020.

Commissioner Baller asked City Manager Valentine to clarify the economic impact of each recommendation in terms of whether or not the funds would be recoverable over time to the City for each recommendation.

Commissioner Sherman expressed concern about the habitual abuse of rolling delinquent bills onto the tax roll and waiving penalties in those situations.

Commissioner Baller asked if Commissioner Sherman would be amenable to a reduction as opposed to a waiver.

Commissioner Sherman would be amenable to delaying tax roll transfers or roll delinquencies that occurred prior to the date of the Governors Executive Order and hold the rest until next year.

Commissioner Host asked for the percentage of residential delinquencies compared to commercial delinquencies. Finance Director Gerber did not have that information available.

Commissioner Nickita expressed that if the intent is to address the need of people affected by the current environment, then it would make sense for the City Commission to look at the timing recommended and put dates on the water and tax initiatives, thus eliminating previous offenders.

Mayor Boutros suggested limiting the water and tax recommendations to residents.

Commissioner Host agreed with Mayor Boutros.

Finance Director Gerber expressed that the ordinance did not differentiate between residential and commercial. The Commission would have to make the determination. He further offered that under ordinance, water and sewer bills must be delinquent six months prior to transferring to the tax roll. Therefore, the delinquencies in question did not occur after the emergency was declared.

Commissioner Sherman reminded everyone that the residential and business community are combined in this circumstance. He went on to say the initiatives before the City Commission is to help the people that were harmed by the COVID-19, and not reward the habitual abusers.

City Manager Valentine expressed that based on the abovementioned comments; the administration could come back with recommendations including effective dates that are more in line with the impact if that is the pleasure of the commission.

Commissioner Hoff agreed with City Manager Valentine.

Commissioner Baller affirmed that the community should be assisted, but the focus should be on those that are actually distressed by the situation.

Public Comment:

David Bloom suggested, because bistros are required to have outdoor dining, making it optional for bistros to install platforms for the 2020 dining season.

Mayor Boutros advised to Mr. Bloom that the City Commission have flexibility in dealing with each situation. He went on to advise that bistros are charged extra for the space that is used outside to expand capacity.

Commissioner Baller asked if signage standards would be relaxed. He also asked if anything displayed to date appeared to be egregious.

Planning Director Ecker explained that what is proposed would change the regulations according to the draft resolution included in the agenda packet. In response to the egregiousness of current displays, there are some signs that are larger and have been displayed longer than currently allowed. She assured everyone that permits would be required, to make sure social distancing is considered, but the fees would be waived.

Commissioner Sherman commented that he appreciates the gesture put forth for the park fee waiver; and expressed that he is not sure whom this would benefit.

Mayor Boutros expressed that if it does not hurt anyone; why not put forth the gesture.

Mayor Pro-Tem Longe felt it would benefit the individuals whom rent the Springdale shelter for gatherings.

Commissioner Hoff asked what the acronym BS&A represent. Finance Director Gerber explained that it is not an acronym but the name of the software used by the City for all financial transactions.

Commissioner Host applauded the efforts of the administration and staff to increase customer satisfaction.

In reference to the parking initiatives, Commissioner Hoff asked if mechanisms are in place to determine what effect this would have based on the potential for evening workers to use the metered parking.

Assistant City Manager Gunter expressed that on-street parking used by employees has not been a factor after 5 P.M.

Commissioner Nickita expressed the same concern, but would like to stay focused on the reason that short term metered parking is in place. He suggested that because on-street parking would be free, long-term users would park in short term spaces and could negatively affect the existing parking concerns. He further stated that with parking along Maple St. eliminated, there are unforeseen consequences in terms of the short-term user.

City Manager Valentine expressed that designated spots are proposed for pick-ups and drop-off outside of retailers to accommodate the short-term visitor and would be discussed later in the presentation.

Mayor Pro-Tem Longe pointed out that item #12 is a two-part proposal.

Commissioner Baller suggested contacting Park Mobile for their input on this initiative. He went on to suggest signage in the parking structures to encourage social distancing.

Mayor Pro-Tem Longe suggested that signage related to social distancing would be appropriately posted on the elevators, which is the risk environment.

Commissioner Hoff suggested monitoring #14 to see how many people would be returning to work and how that would affect occupancy.

Commissioner Host reminded everyone that the current initiatives are mainly to assist the downtown businesses, and approximately 85% of the general fund is from residents; therefore, the next round of initiatives should mainly support residents.

Commissioner Sherman asked if there was information available on cities that use installment plans for property taxes.

City Manager Valentine did not have anything available, but assured the City Commission that it is under review.

Public Comment:

Andrew Haig, resident, expressed that the measures brought by the staff for relief was very impressive; he thanked everyone who worked on the initiatives.

David Bloom, resident, requested to speak about the Hunter House. He was asked to wait until public comment on matters not on the agenda.

City Manager Valentine presented initiatives to resume City operations:

1. Install hand sanitizer stations around the business district.
2. Install hand sanitizer stations in City parks.
3. Cleaning regimen of playground equipment, park furnishings, and bus shelters.

4. Allow curbside pickup in the business district.
5. Allow business to use City parks for classes to support social distancing.
6. Install Plexiglas partitions in municipal building and other City facilities to minimize public contact at counters.
7. Expand on-line service offerings.
8. Modifying outdoor dining area regulations to allow for social distancing.
9. ~~Closing designated streets in the evening to accommodate expanded on-street dining.~~<sup>1</sup>
10. Provide additional seating along the streets for restaurants to allow patrons to wait outside for carryout.
11. Increasing communications and promoting information about voting in upcoming elections to encourage absent voting for safety and convenience.

Commissioner Hoff asked, in reference to the revised temporary use regulations due to COVID-19, how would it work on Maple Street and allow for social distancing.

Planning Director Ecker expressed that Maple Street along the construction zone was not included in the plan, because there was not a path for it to work.

Commissioner Baller asked for an explanation for providing picnic tables to businesses. He went on to say that, he would prefer to purchase more of the furnishings that are in Shain Park, which are durable, attractive, and could be stored and used forever.

City Manager Valentine offered that in anticipation of a mid-May reopening, the surplus of picnic tables could be used until businesses redesigned their outdoor dining, again, to accommodate social distancing. However, now that there is more time until reopening, he agreed with Commissioner Baller that his solution is appropriate.

Commissioner Nickita added that the comments by City Manager Valentine are very important in considering the ramifications of the action; and while he supports assisting the businesses in reopening in the current environment, he advised the commissioners to proceed carefully.

Public Comment:

Mr. Henke expressed that he has been working with the business district and staff and would appreciate the City Commission giving direction to staff immediately so that everyone can begin mobilizing.

**MOTION:** Motion by Commissioner Hoff, seconded by Commissioner Host:  
To approve the COVID-19 Economic Assistance Initiatives numbers 1, 4, 5, 6, 7, 8, 9, 10, 11, 12A, 13, 14, 15, 16, and 17.

**And**

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<sup>1</sup> City Manager Valentine pulled this initiative until more clarity could be attained from the State Liquor Commission and the Michigan Municipal League.



COVID-19 Operational Initiatives number 1-8, 10, and 11 and adopt the resolutions for Temporary Outdoor Dining Standards, Temporary Signage Regulations, and Temporary Use Regulations.

Commissioner Nickita asked for clarification of the motion. City Manager Valentine clarified the motion and the suggested resolution.

Commissioner Baller asked how flexibility in the parking permit scenario outlined in number 14 of the Economic Assistance Initiatives played out in the resolution. He went further to ask if the City Commission was approving the resolution in concept and allowing the administration to apply flexibility as needed.

City Manager Valentine affirmed and added that if any significant changes arose, it would be brought back to the City Commission. He also anticipates these discussions to be on going as we move forward in the current environment.

Public Comment:

David Bloom, resident, commented on behalf of Paul Reagan that he is supportive of helping residents and business owners impacted by COVID-19, as well as the parking initiatives. He expressed that he is not supportive of spending to benefit wealthier, larger property owners, and developers.

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

**BSD COVID-19 BUSINESS RELIEF INITIATIVES**

Ingrid Tighe, BSD Executive Director presented this item.

- BSD has been acting as a conduit for information on Federal and State programs designed to help small businesses, such as the Paycheck Protection program.
- Helped facilitate focus groups with Congresswoman and State Representative.
- Active in working with Oakland County for grants and other relief available on a County level.
- Merchant meetings to provide construction updates and expectations for the next 30, 60, and 90 days.
- Identified essential services that the Birmingham Shopping District must continue in the next year.
- Developed relief initiatives for downtown businesses that were not identified as essential.
- BSD committees collaborated to insure relief efforts were successful.

- Identified over \$100,000 in budget to reallocate to COVID-19 relief efforts.
- Identified \$75,000 in budget to put aside for contingencies.
- Identified another \$225,000 that was set aside for construction assistance to help downtown businesses.
- Four committees using a 30, 90, and 180 day plan for business development and retention.
- Gift certificate programs “quarantine cash” to incentivize shopping.
- Providing small business kits to Birmingham businesses that includes masks, gloves, etc.
- Pro bono speakers to identify pressure points that businesses are experiencing
- Small business relief fund based on donations that may be earmarked for Birmingham businesses sponsored by Oakland County.
- Working on attracting new business through enhanced social media and marketing.
- Continue to maintain maintenance projects in Downtown Birmingham.
- Anticipating a soft opening of businesses at the end of the month, a “Back to Birmingham” promotion is in progress.

In closing, BSD Director Tighe, expressed that the unseen benefit has been that all of the cities in the State have been working together in seeking solutions to revive the economy in Michigan and she appreciates the many contributions.

**05-074-20**

## **RESOLUTION TO MEET IN CLOSED SESSION**

**MOTION:** Motion by Commissioner Nickita, seconded by Commissioner Sherman:

To approve the 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,~~<sup>2</sup>

**AND**

2. Discuss an Attorney/Client communication pursuant to Section 8(h) of the Open Meetings Act.

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

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

None

<sup>2</sup> City Manager Valentine pulled this item from consideration; insufficient information.

## **VIII. COMMUNICATIONS**

None

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

David Bloom commented on the Hunter House. He does not want the character of buildings to leave the City of Birmingham.

Jeff Jacob, 1253 Cole Street, expressed that the real estate and home construction businesses opened up last week. Families are stuck at home and homeschooling their children under the obstruction of construction noise. He would like the City to disallow home construction during the period of the stay at home order.

## **X. REPORTS**

### **A. Commissioner Reports**

1. Notice of intention to appoint to the Historic District Study Committee and Board of Ethics

### **B. Commissioner Comments**

1. Commissioner Host commented on the 2040 plan and hopes that it communicates what the residents want. He also is concerned about the boards/committees that are not meeting on Zoom.
2. Commissioner Baller agreed with Commission Host in terms of getting the other boards and committees on Zoom to get back on track. He felt it was unfair to keep Mr. Jacob waiting until 11:30 for public comment. He reiterated that there was no discussion about moving public comment back to the end of the agenda after the trial period. He requested a report from staff on how it was working.
3. Mayor Pro-Tem Longe expressed that she expected after the trial period an evaluation would be considered, and action taken on how to proceed moving forward.
4. Commissioner Sherman expressed that the conversation should be on how to move the meetings along, maybe by restricting Commissioner's comments so that public comment could be reached in a timely manner. He further expressed that the meeting had gone far beyond a reasonable time due to incessant comments. He added that he supports public comment, wants to finish the business on the table before entertaining public comment, and focus on staying on task. He continued with reiterating that the comment section of the agenda should not lead to a discussion.
5. Mayor Boutros called a foul, and referred to Commissioner Baller asking for direction or a collective effort from the City Commission to bring the public comment issue back to discussion.
6. Commissioner Sherman called a point of order on how the meeting is being run. He advised the Mayor that his commentary is not required after each comment.
7. Mayor Boutros accepted the criticism and expressed that he would try to do his best in the future.

8. Commissioner Nickita asked to move on to closed session. Mayor Boutros agreed to move on after he completed the current session.
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
1. 3<sup>rd</sup> quarter Budget Report, submitted by Finance Director Gerber
  2. 3<sup>rd</sup> quarter Investment Report, submitted by Finance Director Gerber
  3. Woodward Avenue report, submitted by Police Chief Clemence

#### INFORMATION ONLY

Mayor Boutros recessed for closed session at 11:46 P.M.

Mayor Boutros reconvened at 11:58 P.M.

There was a consensus among four commissioners to bring discussions on public comment to a future meeting:

Mayor Boutros  
Mayor Pro-Tem Longe  
Commissioner Baller  
Commissioner Host

<b>XI. ADJOURN</b>
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Mayor Boutros adjourned the meeting at 11:59 P.M.

**City of Birmingham**  
**Warrant List Dated 05/13/2020**

Meeting of 05/18/2020

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
273191	*	003708	AIRGAS USA, LLC	333.00
273192	*	002670	MIKE ALBRECHT	79.49
273193		007745	ALL COVERED	2,092.60
273194	*	006759	AT&T	244.85
273195	*	006759	AT&T	270.25
273196	*	007612	B & R SPORTING GOODS, INC.	250.00
273197		003012	BATTERIES PLUS	207.35
273198		007009	BEAUMONT HEALTH SYSTEM	70.00
273199		MISC	BEDIENT CONSTRUCTION	123.75
273200		006520	BS&A SOFTWARE, INC	5,488.00
273201	*	003907	CADILLAC ASPHALT, LLC	6,115.56
273203	*	000444	CDW GOVERNMENT INC	1,086.75
273204		009168	CHET'S CLEANING INC	875.00
273205	*	000605	CINTAS CORPORATION	184.06
273206	*	001054	CITY OF TROY	6,096.58
273207		009187	CLEARVIEW CAPTIONING LLC	580.00
273208		MISC	CLYDES FRAME & WHEEL SERVICES	2,269.72
273209	*	008955	COMCAST	520.24
273211	*	000627	CONSUMERS ENERGY	14.00
273213	*	009145	CREATIVE COLLABORATIONS	11,400.00
273215		003120	CITY OF DEARBORN	30.00
273216		000190	DOWNRIVER REFRIGERATION	14.56
273217	*	000180	DTE ENERGY	42,822.74
273218	*	000179	DTE ENERGY	199.07
273219	*	000179	DTE ENERGY	1,082.34
273220	*	000179	DTE ENERGY	487.21
273221	*	000179	DTE ENERGY	343.65
273222	*	000179	DTE ENERGY	1,487.39
273223	*	000179	DTE ENERGY	98.89
273224	*	000179	DTE ENERGY	74.01
273225	*	000179	DTE ENERGY	1,821.63
273226	*	000179	DTE ENERGY	148.38
273227	*	000179	DTE ENERGY	325.23
273228	*	000179	DTE ENERGY	51.94
273229	*	000179	DTE ENERGY	17.86
273230	*	000179	DTE ENERGY	20.52
273231	*	000179	DTE ENERGY	51.07
273232	*	000179	DTE ENERGY	68.19
273233	*	000179	DTE ENERGY	14.31
273234	*	007538	EGANIX, INC.	1,720.00
273236		002510	GAMCO INVESTORS INC	10,889.00
273237	*	007172	GARY KNUREK INC	163.00

**City of Birmingham**  
**Warrant List Dated 05/13/2020**

Meeting of 05/18/2020

Check Number	Early Release	Vendor #	Vendor	Amount
273239	*	001531	GUNNERS METER & PARTS INC	5,870.00
273240	*	001447	HALT FIRE INC	2,136.92
273241		008481	HART INTERCIVIC, INC	2,772.50
273242	*	000984	INTERNATIONAL CONTROLS	154.00
273243	*	003823	JAY'S SEPTIC TANK SERVICE	86.00
273244		MISC	KAUFMAN, BENNETT M	1,000.00
273245	*	000362	KROGER COMPANY	42.41
273246		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
273247		MISC	MCALEAR TRUSTEE, MATTHEW B	100.00
273248		000888	MCKENNA ASSOCIATES INC	63,209.82
273249	*	007765	MICHIGAN INDEPENDENT DOOR CO.	75.00
273250	*	000230	MIKE SAVOIE CHEVROLET INC	59.08
273251		007163	MOBILE HEALTH RESOURCES	2,129.01
273252		008592	NATIONAL HOSE TESTING SPECIALTIES	1,113.20
273253		007755	NETWORK SERVICES COMPANY	240.90
273254	*	000477	OAKLAND COUNTY	439,755.82
273255	*	003461	OBSERVER & ECCENTRIC	325.80
273256	*	000481	OFFICE DEPOT INC	394.44
273258		000801	POSTMASTER	240.00
273259	*	009153	PRODUCT DRIVE REPAIRS INC	1,369.56
273260		007463	PUBLIC RUBBER & SUPPLY CO., INC.	466.54
273262	*	002806	SAM'S CLUB/SYNCHRONY BANK	47.87
273263		008815	SHI INTERNATIONAL CORP.	2,500.00
273264	*	004202	SHRED-IT USA	142.94
273265		MISC	SIMCOR CONSTRUCTION INC	100.00
273266	*	008073	SITEONE LANDSCAPE SUPPLY, INC	688.43
273267	*	000260	SPARTAN DISTRIBUTORS INC	139.41
273268		001104	STATE OF MICHIGAN	1,344.10
273269	*	MISC	TATIANA FRACZ	87.00
273270	*	000275	TIRE WHOLESALERS CO INC	961.51
273271		MISC	TONY FOREST	25.00
273272	*	005111	TOTAL TRAILER	35.64
273274		005331	UBS FIN SERVICES, INC	16,237.28
273275		009177	VANDYKE HORN PUBLIC RELATIONS LLC	7,000.00
273276	*	000158	VERIZON WIRELESS	76.02
273277	*	000158	VERIZON WIRELESS	752.71
273278	*	000158	VERIZON WIRELESS	115.66
273279	*	006491	VILLAGE AUTOMOTIVE	106.35
273280	*	008391	XEROX CORPORATION	82.03
273282	*	008008	JEFF ZIELKE	150.00
SUBTOTAL PAPER CHECK				\$652,465.14
<b><u>ACH TRANSACTION</u></b>				
2365	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	13,669.73

**City of Birmingham**  
**Warrant List Dated 05/13/2020**

Meeting of 05/18/2020

Check Number	Early Release	Vendor #	Vendor	Amount
2367	*	000517	BEIER HOWLETT P.C.	55,930.75
2368	*	007345	BEVERLY HILLS ACE	42.21
2369	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	78.75
2370		006077	DI PONIO CONTRACTING INC	2,655.01
2371	*	000565	DORNBOS SIGN & SAFETY INC	2,250.00
2372	*	001035	DOUGLASS SAFETY SYSTEMS LLC	1,818.32
2373	*	001077	DUNCAN PARKING TECH INC	9,762.75
2374	*	000207	EZELL SUPPLY CORPORATION	264.69
2375	*	007314	FLEIS AND VANDENBRINK ENG. INC	172.00
2376		000331	HUBBELL ROTH & CLARK INC	6,244.35
2377	*	000261	J.H. HART URBAN FORESTRY	6,460.00
2378	*	003458	JOE'S AUTO PARTS, INC.	42.48
2379	*	005550	LEE & ASSOCIATES CO., INC.	127.75
2380	*	000462	MOTOR CITY INDUSTRIAL	29.46
2381		001864	NOWAK & FRAUS ENGINEERS	20,122.00
2382	*	006359	NYE UNIFORM COMPANY	8.00
2383	*	008269	PREMIER SAFETY	231.45
2384	*	000254	SOCRRA	75,379.00
2385	*	001097	SOCWA	113,586.41
2387	*	007374	WESTWOOD TRUST	23,424.51
2388	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	3,363.23
SUBTOTAL ACH TRANSACTION				\$335,662.85
GRAND TOTAL				\$988,127.99

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

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**DATE:** April 15, 2020

**TO:** Joseph Valentine, City Manager

**FROM:** Teresa Klobucar, Deputy Treasurer  
Mark Gerber, Finance Director/Treasurer

**SUBJECT:** Delinquent Special Assessments/Invoices Tax Roll

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## INTRODUCTION:

By City Code, delinquent special assessment and other invoices shall be transferred to the subsequent year tax roll.

## BACKGROUND:

As provided in Birmingham City Code delinquent unpaid special assessments and invoices shall be transferred to the subsequent year tax roll. Attached is a listing of those special assessments and invoices that have been determined to be delinquent. This listing includes penalties and interest as of May 1, 2020 and will be placed on the 2020 City tax roll.

In May 2020, property owners with delinquent special assessments and invoices are notified of their account status and provided with a deadline to pay the unpaid balance prior to the assessment of the penalty and transfer to the tax roll.

## LEGAL REVIEW:

No legal review is required.

## FISCAL IMPACT:

The unpaid accounts are detailed on the attached listing and represent a cumulative total of **\$184,359.41** including interest and penalties as of May 1, 2020.

## SUMMARY:

The City Commission is requested to direct the Treasurer to transfer the delinquent special assessments and invoices, including interest and penalties, to the 2020 tax roll and to authorize the removal from the list any bills paid after City Commission approval.

## ATTACHMENTS:

- Delinquent Special Assessment/Invoice Tax Roll

## SUGGESTED RESOLUTION:

To adopt the following resolution directing the Treasurer to transfer the following unpaid and delinquent special assessment and invoices, including interest and penalty, to the 2020 City tax roll and to authorize removal from the list any bills paid after City Commission approval.

WHEREAS, the City Treasurer, in accordance with the provisions in the City Code has reported certain special assessments and invoices, including interest and penalty, unpaid and delinquent on May 1, 2020, and



WHEREAS, the City Code provides that these delinquent special assessments and invoices shall be carried to the next annual City tax roll,

NOW THEREFORE BE IT RESOLVED, that the listing of unpaid and delinquent special assessments and invoices, including interest and penalty, be transferred and reassessed to the 2020 City tax roll with an additional 15% penalty and authorization be given to remove from the list any bills paid after commission approval.

SWORN STATEMENT OF  
DELINQUENT AND UNPAID SPECIAL ASSESSMENTS  
AND UNPAID INVOICES

The following is a summary of the past due special assessments and invoices as reported to the Birmingham City Commission as of May 1, 2020 to be carried to the 2020 City tax roll.

<u>ROLL NO.</u>	<u>IMPROVEMENT</u>	<u>TOTAL TO BE CARRIED TO THE 2020 CITY TAX ROLL</u>
807	GREENWOOD PAV – 9 <sup>th</sup> INSTALLMENT	\$ 1,146.62
822	BALDWIN PAVING – 10 <sup>th</sup> INSTALLMENT	\$ 1,381.48
841	SEWER LATERALS – 9 <sup>th</sup> INSTALLMENT	\$ 97.95
842	GEORGE/ANN SEW LAT – 7 <sup>th</sup> INSTALLMENT	\$ 155.72
848	E MAPLE SEWER LATERALS – 8 <sup>th</sup> INSTALLMENT	\$ 118.25
849	PIERCE SIDEWALK – 5 <sup>th</sup> INSTALLMENT	\$ 7,390.59
850	WOOD AVE PKG LOT MAINT – 5 <sup>th</sup> INSTALLMENT	\$ 133.34
855	COLE STREET SEWER LATERALS – 7 <sup>th</sup> INSTALLMENT	\$ 525.30
856	E MAPLE GARDENS SEWER LATERALS – 7 <sup>th</sup> INST	\$ 1,764.11
857	CLARK STREET PAVING – 5 <sup>th</sup> INSTALLMENT	\$ 792.53
858	MOHEGAN SEWER LATERALS – 5 <sup>th</sup> INSTALLMENT	\$ 759.87
859	N ETON SEWER LATERALS – 5 <sup>th</sup> INSTALLMENT	\$ 19.86
863	CUMMINGS ST PAVING – 4 <sup>th</sup> INSTALLMENT	\$ 1,711.31
865	2015 STREET PAV SEW LAT – 5 <sup>th</sup> INST	\$ 1,119.25
871	CATALPA SEWER LATERALS – 2 <sup>nd</sup> INSTALLMENT	\$ 297.31
872	VILLA PAVING – 3 <sup>rd</sup> INSTALLMENT	\$ 7,392.81
876	WEBSTER SEWER LATERALS – 4 <sup>th</sup> INSTALLMENT	\$ 1,124.48
877	VILLA SEWER LATERALS – 4 <sup>th</sup> INSTALLMENT	\$ 1,620.03
881	OLD WOOD STREETScape – 1 <sup>st</sup> INSTALLMENT	\$ 3,537.15
882	2018 CAPE SEAL PROJECT – ONE INSTALLMENT	\$ 549.57
883	2018 WATER/SEWER LATERALS – 2 <sup>nd</sup> INSTALLMENT	\$ 3,199.87
885	PRINCIPAL SHOPPING DISTRICT – F/Y 2019/2020	\$ 107,195.24
892	2019 CAPE SEAL PROJECT – ONE INSTALLMENT	\$ 38,628.95
	DELINQUENT INVOICES TO TAX ROLL	\$ 3,697.82

**TOTAL \$ 184,359.41**

I hereby certify that the above is a true and correct statement of past due and unpaid special assessments and invoices on May 1, 2020 to be carried to the 2020 City tax roll.

Mark Gerber  
Treasurer

**\$160,312.54**  
**15% 24,046.87**  
**\$184,359.41**

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2020  
CITY TAX ROLL**

<b>SAD ROLL NO.</b>	<b>807</b>	<b>GREENWOOD PAVING - 9th INSTALLMENT BILLED 2/21/2020 - DUE 4/24/2020</b>		
<u><b>SIDWELL#</b></u>	<u><b>PROPERTY ADDRESS</b></u>	<u><b>AMOUNT DUE THRU 5/1/20</b></u>	<u><b>15% Penalty</b></u>	<u><b>Total to 2020 Tax Roll</b></u>
19-25-304-034	667 GREENWOOD	\$ 997.06	\$ 149.56	\$ 1,146.62
				<u>\$ 1,146.62</u>
 <b>SAD ROLL NO.</b>	 <b>822</b>	 <b>BALDWIN PAVING - 10th INSTALLMENT BILLED 5/18/2019 - DUE 7/22/2019</b>		
<u><b>SIDWELL#</b></u>	<u><b>PROPERTY ADDRESS</b></u>	<u><b>AMOUNT DUE THRU 5/1/20</b></u>	<u><b>15% Penalty</b></u>	<u><b>Total to 2020 Tax Roll</b></u>
19-36-102-002	160 BALDWIN	\$ 1,201.29	\$ 180.19	\$ 1,381.48
				<u>\$ 1,381.48</u>
 <b>SAD ROLL NO.</b>	 <b>841</b>	 <b>SEWER LATERALS - 9th INSTALLMENT BILLED 1/21/2020 - DUE 3/23/2020</b>		
<u><b>SIDWELL#</b></u>	<u><b>PROPERTY ADDRESS</b></u>	<u><b>AMOUNT DUE THRU 5/1/20</b></u>	<u><b>15% Penalty</b></u>	<u><b>Total to 2020 Tax Roll</b></u>
19-36-137-003	211 TOWNSEND	\$ 85.17	\$ 12.78	\$ 97.95
				<u>\$ 97.95</u>
 <b>SAD ROLL NO.</b>	 <b>842</b>	 <b>GEORGE/ANN SEWER LATERALS - 7th INSTALLMENT BILLED 1/21/2020 - DUE 3/23/2020</b>		
<u><b>SIDWELL#</b></u>	<u><b>PROPERTY ADDRESS</b></u>	<u><b>AMOUNT DUE THRU 5/1/20</b></u>	<u><b>15% Penalty</b></u>	<u><b>Total to 2020 Tax Roll</b></u>
19-36-255-025	912 FLOYD	\$ 78.99	\$ 11.85	\$ 90.84
19-36-278-012	808 S OLD WOODWARD	\$ 56.42	\$ 8.46	\$ 64.88
				<u>\$ 155.72</u>

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2020  
CITY TAX ROLL**

**SAD ROLL NO. 848 E MAPLE RD PAVING SEWER LATERALS - 8th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020 Tax Roll</u>
20-30-378-014	1877 E MAPLE	\$ 102.83	\$ 15.42	\$ 118.25
				<u>\$ 118.25</u>

**SAD ROLL NO. 849 PIERCE & MERRILL SIDEWALK - 5th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020 Tax Roll</u>
19-36-201-019	251 MERRILL	\$ 5,261.21	\$ 789.18	\$ 6,050.39
19-36-202-017	220 E MERRILL	\$ 1,165.39	\$ 174.81	\$ 1,340.20
				<u>\$ 7,390.59</u>

**SAD ROLL NO. 850 WOODWARD AVE PKG LOT MAINTENANCE - 5th INSTALLMENT  
BILLED 5/18/2019 - DUE 7/22/2019**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020 Tax Roll</u>
20-31-306-002	33688 WOODWARD AVE	\$ 115.95	\$ 17.39	\$ 133.34
				<u>\$ 133.34</u>

**SAD ROLL NO. 855 COLE STREET SEWER LATERALS - 7th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020 Tax Roll</u>
20-31-155-019	1460 COLE	\$ 149.53	\$ 22.43	\$ 171.96
20-31-179-047	1859 COLE	\$ 100.39	\$ 15.06	\$ 115.45
20-31-179-051	1907 COLE	\$ 104.48	\$ 15.67	\$ 120.15
20-31-180-026	1950 COLE	\$ 102.38	\$ 15.36	\$ 117.74
				<u>\$ 525.30</u>

5/1/2020

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2020  
CITY TAX ROLL**

**SAD ROLL NO.      856                                      EAST MAPLE GARDENS SEWER LATERALS - 7th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020 Tax Roll</u>
20-30-451-020	2141 DORCHESTER	\$ 214.93	\$ 32.24	\$ 247.17
20-30-451-025	2227 DORCHESTER	\$ 223.94	\$ 33.59	\$ 257.53
20-30-453-008	2194 DORCHESTER	\$ 306.31	\$ 45.95	\$ 352.26
20-30-456-009	2540 DORCHESTER	\$ 216.10	\$ 32.42	\$ 248.52
20-30-477-015	2896 DORCHESTER	\$ 296.01	\$ 44.40	\$ 340.41
20-30-477-023	2795 YORKSHIRE	\$ 276.71	\$ 41.51	\$ 318.22
				<u>\$ 1,764.11</u>

**SAD ROLL NO.      857                                      CLARK STREET PAVING - 5th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020 Tax Roll</u>
19-36-254-009	984 CLARK	\$ 689.16	\$ 103.37	\$ 792.53
				<u>\$ 792.53</u>

**SAD ROLL NO.      858                                      MOHEGAN KENNESAW SEWER LATERALS - 5th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020 Tax Roll</u>
19-25-403-001	524 MOHEGAN	\$ 132.15	\$ 19.82	\$ 151.97
19-25-403-007	704 MOHEGAN	\$ 127.26	\$ 19.09	\$ 146.35
19-25-403-016	775 KENNESAW	\$ 127.26	\$ 19.09	\$ 146.35
19-25-428-001	812 KENNESAW	\$ 274.09	\$ 41.11	\$ 315.20
				<u>\$ 759.87</u>

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2020  
CITY TAX ROLL**

SAD ROLL NO. 859

**N ETON SEWER LATERALS - 5th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020 Tax Roll</u>
20-30-381-018	309 N ETON #B	\$ 5.76	\$ 0.86	\$ 6.62
20-30-381-022	311 N ETON #B	\$ 5.76	\$ 0.86	\$ 6.62
20-30-381-027	313 N ETON #C	\$ 5.76	\$ 0.86	\$ 6.62
				<u>\$ 19.86</u>

SAD ROLL NO. 863

**CUMMINGS STREET PAVING - 4th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020 Tax Roll</u>
19-36-433-004	1111 EMMONS	\$ 745.97	\$ 111.90	\$ 857.87
19-36-479-008	1128 DAVIS	\$ 742.12	\$ 111.32	\$ 853.44
				<u>\$ 1,711.31</u>

SAD ROLL NO. 865

**SEWER LATERALS - 5th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020 Tax Roll</u>
19-36-333-018	1699 HENRIETTA	\$ 193.27	\$ 28.99	\$ 222.26
19-36-353-023	1842 MARYLAND	\$ 213.98	\$ 32.10	\$ 246.08
19-36-379-012	1859 HENRIETTA	\$ 213.98	\$ 32.10	\$ 246.08
19-36-379-017	1975 HENRIETTA	\$ 179.47	\$ 26.92	\$ 206.39
19-36-451-011	238 CATALPA	\$ 172.56	\$ 25.88	\$ 198.44
				<u>\$ 1,119.25</u>

5/1/2020

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2020  
CITY TAX ROLL**

**SAD ROLL NO.      871                      CATALPA SEWER LATERALS - 2nd INSTALLMENT  
BILLED 2/4/2020 - DUE 4/8/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020</u> <u>Tax Roll</u>
19-36-452-005	490 CATALPA	\$ 258.53	\$ 38.78	\$ 297.31
				<u>\$ 297.31</u>

**SAD ROLL NO.      872                      VILLA PAVING - 3rd INSTALLMENT  
BILLED 5/18/2019 - DUE 7/22/2019**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020</u> <u>Tax Roll</u>
20-31-102-025	1331 VILLA	\$ 1,370.88	\$ 205.63	\$ 1,576.51
20-31-103-005	1208 VILLA	\$ 1,431.16	\$ 214.67	\$ 1,645.83
20-31-103-019	1474 VILLA	\$ 1,394.69	\$ 209.20	\$ 1,603.89
20-31-103-028	1600 VILLA	\$ 2,231.81	\$ 334.77	\$ 2,566.58
				<u>\$ 7,392.81</u>

**SAD ROLL NO.      876                      WEBSTER SEWER LATERALS - 4th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020</u> <u>Tax Roll</u>
20-31-154-005	1172 WEBSTER	\$ 236.66	\$ 35.50	\$ 272.16
20-31-154-015	1368 WEBSTER	\$ 217.98	\$ 32.70	\$ 250.68
20-31-154-027	1572 WEBSTER	\$ 230.44	\$ 34.57	\$ 265.01
20-31-178-041	1745 WEBSTER	\$ 99.65	\$ 14.95	\$ 114.60
20-31-179-005	1658 WEBSTER	\$ 193.07	\$ 28.96	\$ 222.03
				<u>\$ 1,124.48</u>

**SAD ROLL NO.      877                      VILLA SEWER LATERALS - 4th INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020</u> <u>Tax Roll</u>
20-31-102-022	1265 VILLA	\$ 395.25	\$ 59.29	\$ 454.54
20-31-103-012	1326 VILLA	\$ 172.29	\$ 25.84	\$ 198.13
20-31-127-016	1679 VILLA	\$ 405.39	\$ 60.81	\$ 466.20
20-31-127-021	1773 VILLA	\$ 435.79	\$ 65.37	\$ 501.16
				<u>\$ 1,620.03</u>

5/1/2020

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2020  
CITY TAX ROLL**

**SAD ROLL NO.      881      OLD WOODWARD STREETSCAPE - 1st INSTALLMENT  
BILLED 5/18/2019 - DUE 7/22/2019**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020</u> <u>Tax Roll</u>
19-36-201-014	124 S OLD WOODWARD	\$ 3,075.78	\$ 461.37	\$ 3,537.15
				<u>\$ 3,537.15</u>

**SAD ROLL NO.      882      2018 CAPE SEAL PROJECT - ONE INSTALLMENT  
BILLED 5/20/2019 - DUE 6/21/2019**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020</u> <u>Tax Roll</u>
19-26-126-021	1555 CHESTERFIELD	\$ 477.89	\$ 71.68	\$ 549.57
				<u>\$ 549.57</u>

**SAD ROLL NO.      883      2018 WATER & SEWER LATERALS - 2nd INSTALLMENT  
BILLED 2/21/2020 - DUE 4/24/2020**

<u>SIDWELL#</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE</u> <u>THRU 5/1/20</u>	<u>15% Penalty</u>	<u>Total to 2020</u> <u>Tax Roll</u>
19-36-403-018 W	425 BENNAVILLE	\$ 129.36	\$ 19.40	\$ 148.76
19-36-403-018 S	425 BENNAVILLE	\$ 267.04	\$ 40.06	\$ 307.10
19-36-404-002 W	424 BENNAVILLE	\$ 213.60	\$ 32.04	\$ 245.64
19-36-404-002 S	424 BENNAVILLE	\$ 196.35	\$ 29.45	\$ 225.80
19-36-404-007 W	516 BENNAVILLE	\$ 219.30	\$ 32.90	\$ 252.20
19-36-404-007 S	516 BENNAVILLE	\$ 180.64	\$ 27.10	\$ 207.74
19-36-404-010 W	558 BENNAVILLE	\$ 208.05	\$ 31.21	\$ 239.26
19-36-404-010 S	558 BENNAVILLE	\$ 157.08	\$ 23.56	\$ 180.64
19-36-428-012 W	828 RUFFNER	\$ 191.11	\$ 28.67	\$ 219.78
19-36-428-012 S	828 RUFFNER	\$ 157.39	\$ 23.61	\$ 181.00
19-36-428-019 S	VACANT	\$ 134.90	\$ 20.24	\$ 155.14
19-36-430-033 W	731 CHAPIN	\$ 101.18	\$ 15.18	\$ 116.36
19-36-430-038 W	831 CHAPIN	\$ 89.94	\$ 13.49	\$ 103.43
19-36-430-038 S	831 CHAPIN	\$ 188.50	\$ 28.28	\$ 216.78
19-36-432-002 W	646 CHAPIN	\$ 112.42	\$ 16.86	\$ 129.28
19-36-432-002S	646 CHAPIN	\$ 235.62	\$ 35.34	\$ 270.96
				<u>\$ 3,199.87</u>



**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2020  
CITY TAX ROLL**

SAD ROLL NO. 885

**PRINCIPAL SHOPPING DISTRICT - FISCAL YEAR 2019/2020  
BILLED 1/16/2020 - DUE 3/17/2020**

SIDWELL#	PROPERTY ADDRESS	AMOUNT DUE		Total to 2020
		THRU 5/1/20	15% Penalty	Tax Roll
19-25-328-014	704 N OLD WOODWARD	\$ 1,966.49	\$ 294.97	\$ 2,261.46
19-25-328-023	580 N OLD WOODWARD	\$ 481.65	\$ 72.25	\$ 553.90
19-25-328-034	528 N OLD WOODWARD	\$ 306.28	\$ 45.94	\$ 352.22
19-25-378-012	138 W MAPLE	\$ 1,003.72	\$ 150.56	\$ 1,154.28
19-25-378-016	183 N OLD WOODWARD	\$ 4,327.72	\$ 649.16	\$ 4,976.88
19-25-378-021	122 W MAPLE	\$ 2,565.53	\$ 384.83	\$ 2,950.36
19-25-455-002	346 PARK	\$ 3,075.03	\$ 461.25	\$ 3,536.28
19-25-456-014	35075 WOODWARD	\$ 468.81	\$ 70.32	\$ 539.13
19-25-456-019	225 E MAPLE	\$ 1,488.43	\$ 223.26	\$ 1,711.69
19-25-456-035	261 E MAPLE	\$ 7,330.65	\$ 1,099.60	\$ 8,430.25
19-25-460-019	35270 WOODWARD	\$ 5,932.26	\$ 889.84	\$ 6,822.10
19-25-483-031	35046 WOODWARD	\$ 4,879.20	\$ 731.88	\$ 5,611.08
19-25-483-033	35032 WOODWARD	\$ 122.02	\$ 18.30	\$ 140.32
19-36-128-006	151 S BATES	\$ 2,499.62	\$ 374.94	\$ 2,874.56
19-36-134-006	100 TOWNSEND	\$ 16,270.00	\$ 2,440.50	\$ 18,710.50
19-36-201-014	124 S OLD WOODWARD	\$ 5,140.13	\$ 771.02	\$ 5,911.15
19-36-202-017	220 E MERRILL	\$ 8,960.11	\$ 1,344.02	\$ 10,304.13
19-36-202-018	255 E BROWN	\$ 16,270.00	\$ 2,440.50	\$ 18,710.50
19-36-204-016	250 E BROWN	\$ 660.98	\$ 99.15	\$ 760.13
19-36-208-011	469 S OLD WOODWARD	\$ 711.86	\$ 106.78	\$ 818.64
19-36-208-012	479 S OLD WOODWARD	\$ 851.41	\$ 127.71	\$ 979.12
19-36-210-005	555 S OLD WOODWARD	\$ 1,509.02	\$ 226.35	\$ 1,735.37
19-36-226-022	34802 WOODWARD	\$ 2,306.74	\$ 346.01	\$ 2,652.75
19-36-253-029	608 S OLD WOODWARD	\$ 1,003.56	\$ 150.53	\$ 1,154.09
19-36-278-012	808 S OLD WOODWARD	\$ 1,765.53	\$ 264.83	\$ 2,030.36
19-36-281-028	611 ELM	\$ 1,316.51	\$ 197.48	\$ 1,513.99
				<u>\$ 107,195.24</u>

5/1/2020

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2020  
CITY TAX ROLL**

SAD ROLL NO. 892

**2019 CAPE SEAL PROJECT - ONE INSTALLMENT  
BILLED 1/20/2020 - DUE 3/24/2020**

SIDWELL#	PROPERTY ADDRESS	<u>AMOUNT DUE</u> THRU 5/1/20	15% Penalty	<u>Total to 2020</u> Tax Roll
19-25-486-007	191 N WORTH	\$ 65.08	\$ 9.76	\$ 74.84
19-26-226-008	1563 LAKESIDE	\$ 1,672.69	\$ 250.90	\$ 1,923.59
19-26-226-025	1551 LAKESIDE	\$ 1,305.81	\$ 195.87	\$ 1,501.68
19-26-227-001	1578 LAKESIDE	\$ 1,566.98	\$ 235.05	\$ 1,802.03
19-26-230-018	1271 LAKESIDE	\$ 746.92	\$ 112.04	\$ 858.96
19-26-230-023	1135 LAKESIDE	\$ 731.26	\$ 109.69	\$ 840.95
19-26-279-001	1386 LAKESIDE	\$ 796.02	\$ 119.40	\$ 915.42
19-26-279-009	1152 LAKESIDE	\$ 731.26	\$ 109.69	\$ 840.95
19-26-279-012	1088 LAKESIDE	\$ 1,096.88	\$ 164.53	\$ 1,261.41
19-26-279-013	1044 LAKESIDE	\$ 1,096.88	\$ 164.53	\$ 1,261.41
19-26-279-020	1030 LAKESIDE	\$ 835.72	\$ 125.36	\$ 961.08
19-26-279-023	924 LAKESIDE	\$ 849.61	\$ 127.44	\$ 977.05
19-26-279-024	1290 LAKESIDE	\$ 1,713.12	\$ 256.97	\$ 1,970.09
19-35-202-058	1505 PLEASANT CT	\$ 1,195.31	\$ 179.30	\$ 1,374.61
19-35-202-063	1569 PLEASANT CT	\$ 1,147.50	\$ 172.13	\$ 1,319.63
19-35-306-007	2380 NORTHLAWN	\$ 809.20	\$ 121.38	\$ 930.58
19-35-306-008	2366 NORTHLAWN	\$ 809.20	\$ 121.38	\$ 930.58
19-35-307-012	2216 NORTHLAWN	\$ 920.16	\$ 138.02	\$ 1,058.18
19-35-327-019	1970 NORTHLAWN	\$ 638.76	\$ 95.81	\$ 734.57
19-35-327-035	1768 NORTHLAWN	\$ 642.30	\$ 96.35	\$ 738.65
19-35-327-044	1986 NORTHLAWN	\$ 753.57	\$ 113.04	\$ 866.61
19-35-327-053	1850 NORTHLAWN	\$ 865.64	\$ 129.85	\$ 995.49
19-35-327-065	2010 NORTHLAWN	\$ 605.89	\$ 90.88	\$ 696.77
19-35-402-014	1570 NORTHLAWN	\$ 809.20	\$ 121.38	\$ 930.58
19-35-429-003	1323 NORTHLAWN	\$ 500.00	\$ 75.00	\$ 575.00
19-35-476-004	1467 NORFOLK	\$ 580.68	\$ 87.10	\$ 667.78
19-35-476-024	1783 NORFOLK	\$ 667.81	\$ 100.17	\$ 767.98
19-35-480-001	1829 NORFOLK	\$ 1,398.67	\$ 209.80	\$ 1,608.47
19-35-480-002	1845 NORFOLK	\$ 678.58	\$ 101.79	\$ 780.37
20-31-331-016	1999 SHEFFIELD	\$ 453.90	\$ 68.09	\$ 521.99
20-31-356-012	1563 SHEFFIELD	\$ 393.35	\$ 59.00	\$ 452.35
20-31-356-013	1571 SHEFFIELD	\$ 429.66	\$ 64.45	\$ 494.11
20-31-356-014	1589 SHEFFIELD	\$ 626.84	\$ 94.03	\$ 720.87
20-31-376-017	1979 SHEFFIELD	\$ 498.11	\$ 74.72	\$ 572.83
20-31-376-020	1935 SHEFFIELD	\$ 453.90	\$ 68.09	\$ 521.99
20-31-378-008	1635 CROFT	\$ 393.68	\$ 59.05	\$ 452.73

5/1/2020

**DELINQUENT SPECIAL ASSESSMENTS TRANSFERRED TO 2020  
CITY TAX ROLL**

20-31-378-010	1885 SHEFFIELD	\$	611.22	\$	91.68	\$	702.90
20-31-378-011	1857 SHEFFIELD	\$	590.07	\$	88.51	\$	678.58
20-31-379-016	1627 SHERFIELD	\$	469.06	\$	70.36	\$	539.42
20-31-380-004	1736 SHEFFIELD	\$	529.52	\$	79.43	\$	608.95
20-31-380-005	1710 SHEFFIELD	\$	549.40	\$	82.41	\$	631.81
20-31-380-010	1785 BRADFORD	\$	408.38	\$	61.26	\$	469.64
20-31-382-007	1994 SHEFFIELD	\$	489.76	\$	73.46	\$	563.22
20-31-383-065	1966 CROFT	\$	462.83	\$	69.42	\$	532.25
						<u>\$</u>	<u>38,628.95</u>

4/24/2020

**DELINQUENT INVOICES TRANSFERRED TO 2020  
CITY TAX ROLL**

<u>SIDWELL #</u>	<u>INVOICE NO. &amp; TYPE</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU 5/1/2020</u>	<u>15% PENALTY</u>	<u>TOTAL TO 2020 TAX ROLL</u>
19-25-353-023	5237 - WEED CUTTING	407 GREENWOOD	\$ 140.40	\$ 21.06	\$ 161.46
19-25-378-014	5482 - SNOW REMOVAL	233 N OLD WOODWARD	\$ 123.36	\$ 18.50	\$ 141.86
19-25-454-006	5475 - SNOW REMOVAL	375 HAMILTON ROW	\$ 123.36	\$ 18.50	\$ 141.86
19-25-456-018	5463 - SNOW REMOVAL	203 E MAPLE	\$ 123.36	\$ 18.50	\$ 141.86
19-25-456-018	5464 - SNOW REMOVAL	203 E MAPLE	\$ 123.36	\$ 18.50	\$ 141.86
19-26-126-020	5161 - WEED CUTTING	1573 CHESTERFIELD	\$ 141.75	\$ 21.26	\$ 163.01
19-26-126-021	5162 - WEED CUTTING	1555 CHESTERFIELD	\$ 141.75	\$ 21.26	\$ 163.01
19-26-480-005	4905 - TRASH PICKUP	260 MILLRACE	\$ 107.00	\$ 16.05	\$ 123.05
19-35-201-047	5453 - SNOW REMOVAL	736 PLEASANT	\$ 200.00	\$ 30.00	\$ 230.00
19-36-201-014	5468 - SNOW REMOVAL	124 S OLD WOODWARD	\$ 123.36	\$ 18.50	\$ 141.86
19-36-204-016	5510 - SNOW REMOVAL	250 E BROWN	\$ 123.36	\$ 18.50	\$ 141.86
19-36-278-012	5495 - SNOW REMOVAL	808 S OLD WOODWARD	\$ 123.36	\$ 18.50	\$ 141.86
19-36-282-005	5034 - WEED CUTTING	34200 WOODWARD	\$ 212.00	\$ 31.80	\$ 243.80
19-36-282-005	5225 - WEED CUTTING	34200 WOODWARD	\$ 208.00	\$ 31.20	\$ 239.20
19-36-326-026	4952 - WEED CUTTING	1300 WASHINGTON	\$ 144.45	\$ 21.67	\$ 166.12
19-36-428-016	5064 - WEED CUTTING	916 RUFFNER	\$ 141.75	\$ 21.26	\$ 163.01
19-36-430-047	4997 - WEED CUTTING	1031 CHAPIN	\$ 144.45	\$ 21.67	\$ 166.12
20-31-101-013	4889 - WEED CUTTING	1602 E MAPLE RD	\$ 214.00	\$ 32.10	\$ 246.10
20-31-130-017	5455 - SNOW REMOVAL	1831 BOWERS	\$ 100.00	\$ 15.00	\$ 115.00
20-31-179-005	5461 - SNOW REMOVAL	1658 WEBSTER	\$ 100.00	\$ 15.00	\$ 115.00
20-31-353-007	4995 - WEED CUTTING	1250 EMMONS	\$ 144.45	\$ 21.67	\$ 166.12
20-31-454-008	5050 - WEED CUTTING	2075 E 14 MILE ROAD	\$ 212.00	\$ 31.80	\$ 243.80
					<b><u>\$ 3,697.82</u></b>

# MEMORANDUM

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**DATE:** April 16, 2020

**TO:** Joseph Valentine, City Manager

**FROM:** Teresa Klobucar, Deputy Treasurer  
Mark Gerber, Finance Director/Treasurer

**SUBJECT:** Delinquent Water/Sewage Charges to Tax Roll

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## INTRODUCTION:

By City ordinance, water and sewer bills which are delinquent for more than 6 months on April 30<sup>th</sup> shall be transferred to the following year tax roll.

## BACKGROUND:

As provided in Chapter 114, Section 114-303 of the city code, the properties on the attached listing represent delinquent and unpaid water/sewage services that have remained delinquent for a period of six months or greater as of April 30, 2020. The ordinance states that a 15% penalty is to be assessed on these delinquent balances when they are transferred to the tax roll.

During the month of May 2020, property owners with delinquent accounts will be notified of their account status and provided with a deadline to pay the unpaid balance prior to the assessment of the penalty and transfer to the tax roll.

## LEGAL REVIEW:

No legal review is required.

## FISCAL IMPACT:

The unpaid accounts are detailed on the attached listing and represent a cumulative total of **\$277,791.79** including interest and penalties as of May 1, 2020.

## SUMMARY:

The City Commission is requested to direct the Treasurer to transfer the unpaid bills, including interest and penalty, to the 2020 tax roll and to authorize removal from the list any bills paid or a payment plan agreement signed after City Commission approval.

## ATTACHMENTS:

- Delinquent water/sewer tax roll

## SUGGESTED RESOLUTION:

To adopt the following resolution directing the Treasurer to transfer the following unpaid and delinquent water/sewage bills of the properties listed in this report to the 2020 city tax roll and to authorize removal from the list any bills paid or a payment plan agreement signed after City Commission approval.

WHEREAS, The City Treasurer, in accordance with Chapter 114, Section 114-303, of the city code has reported certain water/sewage accounts, including interest and penalty, unpaid and delinquent on May 1, 2020, and

WHEREAS, Chapter 114, Section 114-303, of the city code provides that these payments shall be carried to the next annual city tax roll,

NOW, THEREFORE, BE IT RESOLVED, that the properties with unpaid and delinquent water/sewage accounts listed in the Delinquent Water/Sewer Tax Roll dated April 16, 2020, including interest and penalty, be transferred and reassessed to the 2020 city tax roll and authorization be given to remove from the list any bills paid or a payment plan agreement signed after commission approval.

Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-19-25-101-007	00000-11388	WOODWARD AVE UTIL	\$ 30.64	\$ 4.60	\$ 35.24
08-19-25-230-014	00324-03476	725 TOTTENHAM RD	\$ 408.08	\$ 61.21	\$ 469.29
08-19-25-278-001	00082-05772	600 ABBEY ST	\$ 1,548.59	\$ 232.29	\$ 1,780.88
08-19-25-280-001	00081-93850	770 HENLEY ST	\$ 1,165.13	\$ 174.77	\$ 1,339.90
08-19-25-280-018	00083-99884	715 WIMBLETON DR	\$ 70.78	\$ 10.62	\$ 81.40
08-19-25-304-024	00686-71152	810 HARMON ST	\$ 41.58	\$ 6.24	\$ 47.82
08-19-25-304-031	00688-71166	788 HARMON ST	\$ 2,993.50	\$ 449.03	\$ 3,442.53
08-19-25-304-050	00684-51204	530 LAKEVIEW AVE	\$ 277.08	\$ 41.56	\$ 318.64
08-19-25-326-003	03224-91244	533 OAK AVE	\$ 199.94	\$ 29.99	\$ 229.93
08-19-25-327-057	00642-11428	372 HARMON ST	\$ 1,958.08	\$ 293.71	\$ 2,251.79
08-19-25-328-005	00704-31470	798 N OLD WOODWARD AVE	\$ 27.98	\$ 4.20	\$ 32.18
08-19-25-328-006	26949-23206	794 N OLD WOODWARD AVE	\$ 27.98	\$ 4.20	\$ 32.18
08-19-25-328-039	02525-91538	736 BROOKSIDE AVE	\$ 328.97	\$ 49.35	\$ 378.32
08-19-25-328-044	00714-91548	650 BROOKSIDE AVE	\$ 890.67	\$ 133.60	\$ 1,024.27
08-19-25-328-052	02240-51562	576 PARK ST	\$ 618.19	\$ 92.73	\$ 710.92
08-19-25-328-063	00712-91582	531 BROOKSIDE AVE	\$ 328.54	\$ 49.28	\$ 377.82
08-19-25-329-016	02882-51620	552 BROOKSIDE AVE	\$ 199.82	\$ 29.97	\$ 229.79
08-19-25-352-019	00000-11529	VACANT LAND BALDWIN RD	\$ 105.50	\$ 15.83	\$ 121.33
08-19-25-353-014	33973-30702	342 BALDWIN RD	\$ 1,275.84	\$ 191.38	\$ 1,467.22
08-19-25-356-001	02801-91888	192 BALDWIN RD	\$ 456.15	\$ 68.42	\$ 524.57
08-19-25-376-020	00639-71970	383 HARMON ST	\$ 393.27	\$ 58.99	\$ 452.26
08-19-25-378-016	23177-26830	185 N OLD WOODWARD AVE	\$ 2,010.50	\$ 301.58	\$ 2,312.08
08-19-25-379-010	00728-72178	375 FERNDAL AVE	\$ 314.86	\$ 47.23	\$ 362.09
08-19-25-379-015	23887-25702	333 FERNDAL AVE	\$ 2,244.32	\$ 336.65	\$ 2,580.97
08-19-25-401-007	00785-52220	487 MADISON ST	\$ 171.75	\$ 25.76	\$ 197.51
08-19-25-403-016	00853-72268	775 KENNESAW ST	\$ 175.19	\$ 26.28	\$ 201.47
08-19-25-426-009	00844-32348	991 MOHEGAN ST	\$ 179.00	\$ 26.85	\$ 205.85
08-19-25-427-023	03098-72402	1067 KENNESAW ST	\$ 1,335.85	\$ 200.38	\$ 1,536.23
08-19-25-428-001	00856-32408	812 KENNESAW ST	\$ 759.80	\$ 113.97	\$ 873.77

Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-19-25-431-008	00787-92480	867 MADISON ST	\$ 1,040.82	\$ 156.12	\$ 1,196.94
08-19-25-432-002	00781-92486	968 RIVENOAK ST	\$ 1,673.83	\$ 251.07	\$ 1,924.90
08-19-25-433-003	00781-12504	1088 RIVENOAK ST	\$ 910.78	\$ 136.62	\$ 1,047.40
08-19-25-456-010	00000-11422	344 HAMILTON ROW	\$ 1,302.42	\$ 195.36	\$ 1,497.78
08-19-25-456-037	00000-11447	35001 WOODWARD AVE VACANT	\$ 129.06	\$ 19.36	\$ 148.42
08-19-25-460-016	00799-72838	567 RIDGEDALE AVE	\$ 411.41	\$ 61.71	\$ 473.12
08-19-25-476-002	02262-72848	684 MADISON ST	\$ 1,141.71	\$ 171.26	\$ 1,312.97
08-19-25-477-004	02984-72870	876 MADISON ST	\$ 925.33	\$ 138.80	\$ 1,064.13
08-19-25-477-008	03194-92878	851 OAKLAND AVE	\$ 623.14	\$ 93.47	\$ 716.61
08-19-25-480-005	00797-12914	768 OAKLAND AVE	\$ 920.72	\$ 138.11	\$ 1,058.83
08-19-25-487-006	00759-93148	165 N ADAMS RD	\$ 824.29	\$ 123.64	\$ 947.93
08-19-26-131-009	00318-53298	1387 CHESTERFIELD AVE	\$ 296.75	\$ 44.51	\$ 341.26
08-19-26-177-013	00299-13366	1025 N GLENHURST DR	\$ 448.15	\$ 67.22	\$ 515.37
08-19-26-201-003	00328-13542	1633 QUARTON RD	\$ 677.10	\$ 101.57	\$ 778.67
08-19-26-201-005	00319-33546	1496 CHESTERFIELD AVE	\$ 341.41	\$ 51.21	\$ 392.62
08-19-26-204-017	00325-73628	1165 FAIRFAX ST	\$ 675.83	\$ 101.37	\$ 777.20
08-19-26-226-007	02826-93780	1027 QUARTON RD	\$ 2,597.98	\$ 389.70	\$ 2,987.68
08-19-26-226-008	00379-13782	1563 LAKESIDE DR	\$ 251.15	\$ 37.67	\$ 288.82
08-19-26-254-004	00350-34158	1030 PILGRIM AVE	\$ 3,303.11	\$ 495.47	\$ 3,798.58
08-19-26-279-009	00383-74306	1152 LAKESIDE DR	\$ 1,383.60	\$ 207.54	\$ 1,591.14
08-19-26-328-025	02981-34478	646 KIMBERLEY ST	\$ 857.64	\$ 128.65	\$ 986.29
08-19-26-328-030	00280-14488	1794 MELBOURNE ST	\$ 94.25	\$ 14.14	\$ 108.39
08-19-26-329-006	00276-14508	1793 MELBOURNE ST	\$ 724.32	\$ 108.65	\$ 832.97
08-19-26-330-003	00272-94540	1849 PINE ST	\$ 559.58	\$ 83.94	\$ 643.52
08-19-26-330-005	02310-94544	1805 PINE ST	\$ 1,132.10	\$ 169.82	\$ 1,301.92
08-19-26-378-022	00268-34598	345 KIMBERLEY ST	\$ 674.58	\$ 101.19	\$ 775.77
08-19-26-378-051	00262-94656	1835 FAIRVIEW ST	\$ 196.79	\$ 29.52	\$ 226.31
08-19-26-401-005	02114-34708	720 CHESTERFIELD AVE	\$ 1,423.21	\$ 213.48	\$ 1,636.69
08-19-26-401-019	00253-14736	767 FAIRFAX ST	\$ 818.65	\$ 122.80	\$ 941.45



Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-19-26-452-001	00246-55128	476 FAIRFAX ST	\$ 1,588.22	\$ 238.23	\$ 1,826.45
08-19-26-452-002	01791-15130	454 FAIRFAX ST	\$ 1,755.95	\$ 263.39	\$ 2,019.34
08-19-26-452-004	00247-15134	362 FAIRFAX ST	\$ 150.33	\$ 22.55	\$ 172.88
08-19-26-454-004	03049-55266	400 PILGRIM AVE	\$ 521.10	\$ 78.17	\$ 599.27
08-19-26-477-013	00608-15414	1128 W MAPLE RD	\$ 5,395.16	\$ 809.27	\$ 6,204.43
08-19-26-477-021	11270-30200	220 LAKE PARK DR	\$ 4,799.62	\$ 719.94	\$ 5,519.56
08-19-35-102-003	00488-35512	295 CRANBROOK RD	\$ 169.05	\$ 25.36	\$ 194.41
08-19-35-102-008	03316-15522	421 CRANBROOK RD	\$ 1,336.79	\$ 200.52	\$ 1,537.31
08-19-35-104-026	01901-55694	412 BERWYN ST	\$ 1,464.46	\$ 219.67	\$ 1,684.13
08-19-35-105-001	03183-15702	2368 RADNOR ST	\$ 337.77	\$ 50.67	\$ 388.44
08-19-35-105-010	03336-75720	2145 W MAPLE RD	\$ 446.96	\$ 67.04	\$ 514.00
08-19-35-105-021	21185-22782	2130 AVON LN	\$ 2,312.87	\$ 346.93	\$ 2,659.80
08-19-35-127-022	00516-15900	394 S GLENHURST DR	\$ 367.42	\$ 55.11	\$ 422.53
08-19-35-127-032	02138-55920	245 ARGYLE ST	\$ 544.87	\$ 81.73	\$ 626.60
08-19-35-128-019	03260-15960	142 WESTCHESTER WAY	\$ 1,541.98	\$ 231.30	\$ 1,773.28
08-19-35-129-004	00549-16006	181 WESTCHESTER WAY	\$ 1,803.26	\$ 270.49	\$ 2,073.75
08-19-35-130-022	24777-27084	159 LARCHLEA DR	\$ 668.02	\$ 100.20	\$ 768.22
08-19-35-177-008	00522-96214	851 WOODLEA ST	\$ 927.62	\$ 139.14	\$ 1,066.76
08-19-35-177-011	02501-96220	925 WOODLEA ST	\$ 214.42	\$ 32.16	\$ 246.58
08-19-35-178-020	00539-16300	698 WESTCHESTER WAY	\$ 940.57	\$ 141.09	\$ 1,081.66
08-19-35-180-010	03320-16436	883 LARCHLEA DR	\$ 1,143.04	\$ 171.46	\$ 1,314.50
08-19-35-201-059	05749-22968	967 DONMAR CT	\$ 341.79	\$ 51.27	\$ 393.06
08-19-35-202-026	03038-96654	1073 PLEASANT ST	\$ 435.33	\$ 65.30	\$ 500.63
08-19-35-226-016	02865-96770	377 ARLINGTON ST	\$ 3,295.86	\$ 494.38	\$ 3,790.24
08-19-35-276-006	01937-16996	779 ARLINGTON ST	\$ 2,169.09	\$ 325.36	\$ 2,494.45
08-19-35-304-011	03489-97218	2280 FAIRWAY DR	\$ 322.22	\$ 48.33	\$ 370.55
08-19-35-305-005	03499-17232	1375 CRANBROOK RD	\$ 797.79	\$ 119.67	\$ 917.46
08-19-35-306-008	03454-57256	2366 NORTHLAWN BLVD	\$ 693.67	\$ 104.05	\$ 797.72
08-19-35-326-029	00470-77346	1900 FAIRWAY DR	\$ 187.00	\$ 28.05	\$ 215.05

Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-19-35-327-035	02464-57452	1768 NORTHLAWN BLVD	\$ 1,402.43	\$ 210.36	\$ 1,612.79
08-19-35-401-010	02750-97532	1463 W LINCOLN ST	\$ 1,284.00	\$ 192.60	\$ 1,476.60
08-19-35-401-020	02999-17552	1494 FAIRWAY DR	\$ 1,444.60	\$ 216.69	\$ 1,661.29
08-19-35-402-014	01784-77596	1570 NORTHLAWN BLVD	\$ 671.41	\$ 100.71	\$ 772.12
08-19-35-426-002	00484-37636	1357 W LINCOLN ST	\$ 2,329.56	\$ 349.43	\$ 2,678.99
08-19-35-426-005	02758-57642	1155 W LINCOLN ST	\$ 1,881.62	\$ 282.24	\$ 2,163.86
08-19-35-426-008	00400-37648	1230 LATHAM ST	\$ 1,559.36	\$ 233.90	\$ 1,793.26
08-19-35-430-001	03500-57804	1187 NORTHLAWN BLVD	\$ 823.65	\$ 123.55	\$ 947.20
08-19-35-430-009	00429-77820	955 NORTHLAWN BLVD	\$ 1,264.75	\$ 189.71	\$ 1,454.46
08-19-36-135-017	00186-18582	550 W BROWN SPRINKLER ST	\$ 1,094.63	\$ 164.19	\$ 1,258.82
08-19-36-135-017	21489-26498	550 W BROWN ST FIRE	\$ 21.00	\$ 3.15	\$ 24.15
08-19-36-135-017	23571-27740	550 W BROWN SPRINKLER ST	\$ 1,740.17	\$ 261.03	\$ 2,001.20
08-19-36-135-104	32037-22456	542 W BROWN ST	\$ 209.86	\$ 31.48	\$ 241.34
08-19-36-136-006	03357-58752	404 S BATES ST	\$ 563.01	\$ 84.45	\$ 647.46
08-19-36-136-012	02865-78762	350 W BROWN ST UNIT 1	\$ 1,514.18	\$ 227.13	\$ 1,741.31
08-19-36-136-014	00184-18766	372 W BROWN ST UNIT 3	\$ 51.48	\$ 7.72	\$ 59.20
08-19-36-137-003	02711-18774	211 TOWNSEND ST	\$ 355.31	\$ 53.30	\$ 408.61
08-19-36-152-018	00122-58904	572 STANLEY BLVD	\$ 233.10	\$ 34.97	\$ 268.07
08-19-36-152-023	00125-38914	580 W FRANK ST	\$ 438.13	\$ 65.72	\$ 503.85
08-19-36-153-017	00128-98968	650 HANNA ST	\$ 259.80	\$ 38.97	\$ 298.77
08-19-36-153-019	00128-38972	620 HANNA ST	\$ 132.53	\$ 19.88	\$ 152.41
08-19-36-155-008	00110-99028	967 SOUTHFIELD RD	\$ 1,014.52	\$ 152.18	\$ 1,166.70
08-19-36-155-025	00108-59062	730 WALLACE ST	\$ 825.72	\$ 123.86	\$ 949.58
08-19-36-181-008	00156-59532	724 S BATES ST	\$ 349.54	\$ 52.43	\$ 401.97
08-19-36-183-006	31347-30322	883 S CHESTER ST	\$ 107.69	\$ 16.15	\$ 123.84
08-19-36-183-021	02021-99642	888 S BATES ST	\$ 286.51	\$ 42.98	\$ 329.49
08-19-36-184-027	00171-19724	878 HENRIETTA ST -880	\$ 1,047.24	\$ 157.09	\$ 1,204.33
08-19-36-185-005	34791-22432	771 HENRIETTA ST	\$ 321.42	\$ 48.21	\$ 369.63
08-19-36-185-005	03523-19764	773 HENRIETTA ST	\$ 145.78	\$ 21.87	\$ 167.65

Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-19-36-185-013	02450-99780	911 HENRIETTA ST	\$ 436.71	\$ 65.51	\$ 502.22
08-19-36-185-033	21289-25266	990 PIERCE ST	\$ 1,934.56	\$ 290.18	\$ 2,224.74
08-19-36-201-006	00213-25268	237 PIERCE ST	\$ 110.16	\$ 16.52	\$ 126.68
08-19-36-202-015	34097-25270	250 E MERRILL ST	\$ 7,978.95	\$ 1,196.84	\$ 9,175.79
08-19-36-227-014	30771-10344	967 FOREST AVE	\$ 364.79	\$ 54.72	\$ 419.51
08-19-36-227-015	31103-10346	1011 FOREST AVE	\$ 1,139.42	\$ 170.91	\$ 1,310.33
08-19-36-229-015	25763-10412	889 CHESTNUT ST	\$ 957.64	\$ 143.65	\$ 1,101.29
08-19-36-229-016	10009-10414	909 CHESTNUT ST	\$ 1,436.22	\$ 215.43	\$ 1,651.65
08-19-36-231-011	22635-10470	1042 CHESTNUT ST	\$ 1,305.07	\$ 195.76	\$ 1,500.83
08-19-36-233-010	10109-10534	1020 HAZEL ST	\$ 427.66	\$ 64.15	\$ 491.81
08-19-36-252-002	30421-10616	342 E FRANK ST	\$ 196.40	\$ 29.46	\$ 225.86
08-19-36-254-009	19381-10786	984 CLARK ST	\$ 674.89	\$ 101.23	\$ 776.12
08-19-36-255-018	00481-10842	1094 LINCOLN CT	\$ 206.74	\$ 31.01	\$ 237.75
08-19-36-255-025	26899-10856	912 FLOYD ST	\$ 600.88	\$ 90.13	\$ 691.01
08-19-36-256-004	00653-10888	941 PURDY ST	\$ 1,200.46	\$ 180.07	\$ 1,380.53
08-19-36-256-011	20215-10902	864 ANN ST	\$ 1,528.82	\$ 229.32	\$ 1,758.14
08-19-36-281-028	10173-24136	818 BOWERS ST	\$ 480.36	\$ 72.05	\$ 552.41
08-19-36-285-002	29833-11232	1077 S WORTH ST	\$ 1,045.36	\$ 156.80	\$ 1,202.16
08-19-36-302-002	17341-11292	1175 SHIPMAN BLVD	\$ 856.93	\$ 128.54	\$ 985.47
08-19-36-306-014	17321-11418	1440 BIRMINGHAM BLVD	\$ 248.73	\$ 37.31	\$ 286.04
08-19-36-307-007	17229-11452	1563 BIRMINGHAM BLVD	\$ 833.16	\$ 124.97	\$ 958.13
08-19-36-308-034	16995-11566	1654 STANLEY BLVD	\$ 212.01	\$ 31.80	\$ 243.81
08-19-36-326-026	24467-11624	1300 WASHINGTON BLVD	\$ 67.29	\$ 10.09	\$ 77.38
08-19-36-327-018	16649-11668	1236 S BATES ST	\$ 521.56	\$ 78.23	\$ 599.79
08-19-36-328-003	16465-11698	1165 S BATES ST	\$ 1,085.35	\$ 162.80	\$ 1,248.15
08-19-36-330-011	16907-11830	1563 STANLEY BLVD	\$ 1,009.50	\$ 151.43	\$ 1,160.93
08-19-36-331-009	31559-11902	1535 WASHINGTON BLVD	\$ 198.52	\$ 29.78	\$ 228.30
08-19-36-331-016	19667-11916	1643 WASHINGTON BLVD	\$ 1,307.24	\$ 196.09	\$ 1,503.33
08-19-36-332-008	16503-11978	1521 S BATES ST	\$ 1,182.34	\$ 177.35	\$ 1,359.69

Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-19-36-333-028	16209-12102	1510 PIERCE ST	\$ 926.22	\$ 138.93	\$ 1,065.15
08-19-36-351-023	20857-12164	1862 SHIPMAN BLVD	\$ 1,599.77	\$ 239.97	\$ 1,839.74
08-19-36-351-048	17457-12214	1765 SOUTHFIELD RD	\$ 286.71	\$ 43.01	\$ 329.72
08-19-36-352-011	17397-12262	1899 SHIPMAN BLVD	\$ 1,134.11	\$ 170.12	\$ 1,304.23
08-19-36-352-014	17403-12268	1957 SHIPMAN BLVD	\$ 157.75	\$ 23.66	\$ 181.41
08-19-36-354-018	35189-12404	1726 STANLEY BLVD	\$ 1,037.39	\$ 155.61	\$ 1,193.00
08-19-36-376-012	33747-12456	1897 STANLEY BLVD	\$ 91.96	\$ 13.79	\$ 105.75
08-19-36-377-018	30897-12536	1995 WASHINGTON BLVD	\$ 1,082.71	\$ 162.41	\$ 1,245.12
08-19-36-377-028	16575-12556	1844 S BATES ST	\$ 992.73	\$ 148.91	\$ 1,141.64
08-19-36-377-033	16565-12566	1922 S BATES ST	\$ 183.07	\$ 27.46	\$ 210.53
08-19-36-378-003	26925-12580	1737 S BATES ST	\$ 1,146.89	\$ 172.03	\$ 1,318.92
08-19-36-378-016	16555-12606	1991 S BATES ST	\$ 365.50	\$ 54.83	\$ 420.33
08-19-36-378-024	34305-12622	1828 HENRIETTA ST	\$ 57.32	\$ 8.60	\$ 65.92
08-19-36-379-012	16337-12664	1859 HENRIETTA ST	\$ 546.41	\$ 81.96	\$ 628.37
08-19-36-379-026	16353-26742	158 W 14 MILE RD	\$ 364.63	\$ 54.69	\$ 419.32
08-19-36-379-029	31807-27986	1825 HENRIETTA ST	\$ 220.52	\$ 33.08	\$ 253.60
08-19-36-402-010	12259-12818	1331 CEDAR DR	\$ 685.05	\$ 102.76	\$ 787.81
08-19-36-402-024	12231-12846	1212 EDGEWOOD RD	\$ 446.63	\$ 66.99	\$ 513.62
08-19-36-403-017	32685-12928	411 BENNAVILLE AVE	\$ 553.77	\$ 83.07	\$ 636.84
08-19-36-404-007	12159-12972	516 BENNAVILLE AVE	\$ 274.85	\$ 41.23	\$ 316.08
08-19-36-426-014	18073-13030	872 E LINCOLN ST	\$ 627.70	\$ 94.16	\$ 721.86
08-19-36-426-031	35381-13064	883 RUFFNER AVE	\$ 495.72	\$ 74.36	\$ 570.08
08-19-36-426-035	35131-13072	967 RUFFNER AVE	\$ 161.22	\$ 24.18	\$ 185.40
08-19-36-428-008	14845-13118	748 RUFFNER AVE	\$ 695.96	\$ 104.39	\$ 800.35
08-19-36-430-017	33221-13376	908 BENNAVILLE AVE	\$ 44.07	\$ 6.61	\$ 50.68
08-19-36-430-033	15101-13408	731 CHAPIN AVE	\$ 667.36	\$ 100.10	\$ 767.46
08-19-36-430-038	15091-13418	831 CHAPIN AVE	\$ 665.79	\$ 99.87	\$ 765.66
08-19-36-432-002	15117-13470	646 CHAPIN AVE	\$ 1,554.41	\$ 233.16	\$ 1,787.57
08-19-36-432-007	34575-30964	746 CHAPIN AVE	\$ 918.86	\$ 137.83	\$ 1,056.69

Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-19-36-432-016	24435-27208	920 CHAPIN AVE	\$ 259.26	\$ 38.89	\$ 298.15
08-19-36-432-048	15243-13562	615 EMMONS AVE	\$ 1,333.92	\$ 200.09	\$ 1,534.01
08-19-36-451-010	19801-13616	212 CATALPA DR	\$ 62.36	\$ 9.35	\$ 71.71
08-19-36-451-011	21947-13618	238 CATALPA DR	\$ 569.67	\$ 85.45	\$ 655.12
08-19-36-451-020	15979-13636	223 E SOUTHLAWN BLVD	\$ 321.93	\$ 48.29	\$ 370.22
08-19-36-455-003	24765-13762	442 SMITH AVE	\$ 925.10	\$ 138.77	\$ 1,063.87
08-19-36-455-014	35415-13784	423 BIRD AVE	\$ 656.79	\$ 98.52	\$ 755.31
08-19-36-455-017	16105-13790	479 BIRD AVE	\$ 78.66	\$ 11.80	\$ 90.46
08-19-36-456-011	24383-13826	370 BIRD AVE	\$ 131.12	\$ 19.67	\$ 150.79
08-19-36-456-047	29409-26758	251 E 14 MILE RD	\$ 78.04	\$ 11.71	\$ 89.75
08-19-36-457-015	16191-13928	525 E 14 MILE RD	\$ 2,150.07	\$ 322.51	\$ 2,472.58
08-19-36-476-010	15261-13948	780 EMMONS AVE	\$ 686.16	\$ 102.92	\$ 789.08
08-19-36-478-009	26587-27872	790 DAVIS AVE	\$ 245.70	\$ 36.86	\$ 282.56
08-19-36-478-038	30493-14090	937 SMITH AVE	\$ 357.69	\$ 53.65	\$ 411.34
08-19-36-480-066	24789-14290	731 BIRD AVE	\$ 75.62	\$ 11.34	\$ 86.96
08-19-36-482-037	33947-14384	897 E 14 MILE RD	\$ 838.78	\$ 125.82	\$ 964.60
08-19-36-482-038	15897-14386	901 E 14 MILE RD	\$ 160.46	\$ 24.07	\$ 184.53
08-20-30-153-039	11937-14720	1709 DERBY RD	\$ 1,273.36	\$ 191.00	\$ 1,464.36
08-20-30-153-041	11933-14724	1771 DERBY RD	\$ 620.46	\$ 93.07	\$ 713.53
08-20-30-176-013	11925-14732	1889 DERBY RD	\$ 891.35	\$ 133.70	\$ 1,025.05
08-20-30-301-004	00088-11274	1185 MANCHESTER RD	\$ 1,573.53	\$ 236.03	\$ 1,809.56
08-20-30-301-032	00000-11468	BUCKINGHAM AVE VACANT	\$ 180.49	\$ 27.07	\$ 207.56
08-20-30-327-019	35087-15102	1997 PEMBROKE RD	\$ 1,451.98	\$ 217.80	\$ 1,669.78
08-20-30-328-089	32473-15280	1791 GRAEFIELD RD UNIT 124	\$ 448.36	\$ 67.25	\$ 515.61
08-20-30-328-091	21813-15284	1807 GRAEFIELD RD UNIT 126	\$ 1,387.67	\$ 208.15	\$ 1,595.82
08-20-30-328-115	34655-15332	732 GRAEFIELD CT UNIT 150	\$ 66.63	\$ 9.99	\$ 76.62
08-20-30-328-118	09725-15338	726 GRAEFIELD CT UNIT 153	\$ 262.18	\$ 39.33	\$ 301.51
08-20-30-329-003	28293-15390	1888 GRAEFIELD RD	\$ 117.90	\$ 17.69	\$ 135.59
08-20-30-329-035	09441-15454	1750 GRAEFIELD RD UNIT 35	\$ 727.28	\$ 109.09	\$ 836.37

Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-20-30-329-042	09459-15468	1734 GRAEFIELD RD UNIT 42	\$ 196.22	\$ 29.43	\$ 225.65
08-20-30-329-052	23607-15488	1702 GRAEFIELD RD UNIT 52	\$ 1,447.79	\$ 217.17	\$ 1,664.96
08-20-30-329-075	09533-15534	1642 GRAEFIELD RD UNIT 75	\$ 814.48	\$ 122.17	\$ 936.65
08-20-30-329-110	25915-15604	1946 GRAEFIELD RD	\$ 222.59	\$ 33.39	\$ 255.98
08-20-30-329-114	19445-15612	1938 GRAEFIELD RD	\$ 635.31	\$ 95.30	\$ 730.61
08-20-30-352-010	08783-15684	1380 DORCHESTER RD	\$ 2,093.41	\$ 314.01	\$ 2,407.42
08-20-30-352-020	08821-15704	1383 YORKSHIRE RD	\$ 956.59	\$ 143.49	\$ 1,100.08
08-20-30-353-002	08903-15708	1150 YORKSHIRE RD	\$ 1,413.71	\$ 212.06	\$ 1,625.77
08-20-30-353-019	35493-15742	1351 E MAPLE RD	\$ 995.60	\$ 149.34	\$ 1,144.94
08-20-30-356-013	22765-15850	1489 E MAPLE RD	\$ 478.14	\$ 71.72	\$ 549.86
08-20-30-356-014	26703-15852	1511 E MAPLE RD	\$ 242.07	\$ 36.31	\$ 278.38
08-20-30-356-020	08945-15864	101 CAMBRIDGE ST	\$ 296.53	\$ 44.48	\$ 341.01
08-20-30-376-005	08753-15874	1763 DORCHESTER RD	\$ 1,691.48	\$ 253.72	\$ 1,945.20
08-20-30-401-012	11894-01123	2202 DERBY RD	\$ 406.32	\$ 60.95	\$ 467.27
08-20-30-402-033	26411-16314	2281 MANCHESTER RD	\$ 923.07	\$ 138.46	\$ 1,061.53
08-20-30-403-016	25343-16350	2590 PEMBROKE RD	\$ 1,091.71	\$ 163.76	\$ 1,255.47
08-20-30-404-010	24439-16402	2184 MANCHESTER RD	\$ 68.43	\$ 10.26	\$ 78.69
08-20-30-404-014	24143-16410	2246 MANCHESTER RD	\$ 1,846.54	\$ 276.98	\$ 2,123.52
08-20-30-404-016	11467-16414	2282 MANCHESTER RD	\$ 1,066.17	\$ 159.93	\$ 1,226.10
08-20-30-404-017	11435-16416	2015 WINDEMERE RD	\$ 1,869.62	\$ 280.44	\$ 2,150.06
08-20-30-404-032	11405-16446	2287 WINDEMERE RD	\$ 459.88	\$ 68.98	\$ 528.86
08-20-30-406-006	28527-16522	2388 WINDEMERE RD	\$ 475.05	\$ 71.26	\$ 546.31
08-20-30-426-007	11871-16590	2424 DERBY RD	\$ 801.28	\$ 120.19	\$ 921.47
08-20-30-426-048	25085-16672	2625 PEMBROKE RD	\$ 302.07	\$ 45.31	\$ 347.38
08-20-30-426-063	27977-16702	807 COOLIDGE HWY	\$ 158.15	\$ 23.72	\$ 181.87
08-20-30-427-006	11705-16714	2712 PEMBROKE RD	\$ 196.60	\$ 29.49	\$ 226.09
08-20-30-427-013	11719-16728	2832 PEMBROKE RD	\$ 313.17	\$ 46.98	\$ 360.15
08-20-30-427-015	34387-16732	2603 MANCHESTER RD	\$ 1,075.23	\$ 161.28	\$ 1,236.51
08-20-30-428-021	11359-16812	2735 WINDEMERE RD	\$ 314.15	\$ 47.12	\$ 361.27

Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-20-30-428-024	22893-16818	2787 WINDEMERE RD	\$ 928.32	\$ 139.25	\$ 1,067.57
08-20-30-428-031	33315-16832	657 COOLIDGE HWY	\$ 946.55	\$ 141.98	\$ 1,088.53
08-20-30-429-025	33419-16890	2795 BUCKINGHAM AVE	\$ 642.94	\$ 96.44	\$ 739.38
08-20-30-451-018	35361-16942	2109 DORCHESTER RD	\$ 434.50	\$ 65.18	\$ 499.68
08-20-30-453-010	32503-17048	2252 DORCHESTER RD	\$ 429.32	\$ 64.40	\$ 493.72
08-20-30-454-007	25015-17086	2492 DORCHESTER RD	\$ 883.30	\$ 132.50	\$ 1,015.80
08-20-30-456-008	10787-17190	2510 YORKSHIRE RD	\$ 706.78	\$ 106.02	\$ 812.80
08-20-30-456-022	17577-24826	101 SAINT ANDREWS ST	\$ 48.72	\$ 7.31	\$ 56.03
08-20-30-477-015	10913-17318	2896 DORCHESTER RD	\$ 945.11	\$ 141.77	\$ 1,086.88
08-20-31-101-014	08983-17512	1616 E MAPLE RD	\$ 212.09	\$ 31.81	\$ 243.90
08-20-31-101-024	09013-17532	1171 YOSEMITE BLVD	\$ 890.45	\$ 133.57	\$ 1,024.02
08-20-31-102-025	09147-17622	1331 VILLA RD	\$ 1,114.32	\$ 167.15	\$ 1,281.47
08-20-31-103-002	31419-17664	1136 VILLA RD	\$ 209.42	\$ 31.41	\$ 240.83
08-20-31-103-058	10653-17776	1673 HAZEL ST	\$ 46.62	\$ 6.99	\$ 53.61
08-20-31-130-003	10569-18004	1824 HAZEL ST	\$ 826.52	\$ 123.98	\$ 950.50
08-20-31-130-017	10523-18030	1831 BOWERS ST	\$ 287.80	\$ 43.17	\$ 330.97
08-20-31-130-022	10533-18040	1903 BOWERS ST	\$ 145.33	\$ 21.80	\$ 167.13
08-20-31-151-016	10257-18084	1506 HAYNES ST	\$ 762.77	\$ 114.42	\$ 877.19
08-20-31-151-033	12395-18118	1311 HOLLAND ST	\$ 32.00	\$ 4.80	\$ 36.80
08-20-31-151-038	35095-18128	1395 HOLLAND ST	\$ 318.43	\$ 47.76	\$ 366.19
08-20-31-152-005	31039-18162	1482 BOWERS ST	\$ 207.97	\$ 31.20	\$ 239.17
08-20-31-152-011	32499-18174	1622 BOWERS ST	\$ 556.18	\$ 83.43	\$ 639.61
08-20-31-152-036	19409-18224	1645 HAYNES ST	\$ 398.12	\$ 59.72	\$ 457.84
08-20-31-154-015	12797-18422	1368 WEBSTER ST	\$ 624.39	\$ 93.66	\$ 718.05
08-20-31-154-041	25739-18474	1315 COLE ST	\$ 1,099.21	\$ 164.88	\$ 1,264.09
08-20-31-154-051	12893-18494	1467 COLE ST	\$ 123.06	\$ 18.46	\$ 141.52
08-20-31-155-030	13185-18568	1155 E LINCOLN ST	\$ 390.74	\$ 58.61	\$ 449.35
08-20-31-177-023	19567-18734	1960 HAYNES ST	\$ 574.54	\$ 86.18	\$ 660.72
08-20-31-177-040	23019-18768	1775 HOLLAND ST	\$ 697.50	\$ 104.63	\$ 802.13

Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-20-31-177-056	10229-18800	1720 HAYNES ST	\$ 49.42	\$ 7.41	\$ 56.83
08-20-31-178-020	26239-18842	1840 HOLLAND ST	\$ 582.70	\$ 87.41	\$ 670.11
08-20-31-178-030	24311-18862	1974 HOLLAND ST	\$ 388.70	\$ 58.31	\$ 447.01
08-20-31-178-036	34675-18874	1669 WEBSTER ST	\$ 567.06	\$ 85.06	\$ 652.12
08-20-31-178-050	12713-18902	1899 WEBSTER ST	\$ 285.49	\$ 42.82	\$ 328.31
08-20-31-178-068	29653-30210	1629 WEBSTER ST	\$ 976.68	\$ 146.50	\$ 1,123.18
08-20-31-179-023	35329-18970	1954 WEBSTER ST	\$ 262.18	\$ 39.33	\$ 301.51
08-20-31-179-040	34751-19004	1771 COLE ST	\$ 995.43	\$ 149.31	\$ 1,144.74
08-20-31-179-047	24011-19018	1859 COLE ST	\$ 386.78	\$ 58.02	\$ 444.80
08-20-31-179-051	21553-19026	1907 COLE ST	\$ 173.91	\$ 26.09	\$ 200.00
08-20-31-301-016	13265-19258	1384 E LINCOLN ST	\$ 198.26	\$ 29.74	\$ 228.00
08-20-31-301-021	13255-19268	1474 E LINCOLN ST	\$ 455.16	\$ 68.27	\$ 523.43
08-20-31-301-024	13249-19274	1504 E LINCOLN ST	\$ 1,226.79	\$ 184.02	\$ 1,410.81
08-20-31-301-033	32109-19292	1211 RUFFNER AVE	\$ 665.83	\$ 99.87	\$ 765.70
08-20-31-301-048	13353-19322	1439 RUFFNER AVE	\$ 135.61	\$ 20.34	\$ 155.95
08-20-31-302-003	13433-19358	33828 WOODWARD AVE	\$ 915.36	\$ 137.30	\$ 1,052.66
08-20-31-304-016	34239-19512	1404 HUMPHREY AVE	\$ 87.48	\$ 13.12	\$ 100.60
08-20-31-304-038	13565-19556	1423 BENNAVILLE AVE	\$ 48.36	\$ 7.25	\$ 55.61
08-20-31-304-042	35207-19564	1483 BENNAVILLE AVE	\$ 812.88	\$ 121.93	\$ 934.81
08-20-31-304-047	13583-19574	1571 BENNAVILLE AVE	\$ 167.77	\$ 25.17	\$ 192.94
08-20-31-306-011	27967-19630	1344 BENNAVILLE AVE	\$ 632.40	\$ 94.86	\$ 727.26
08-20-31-306-029	23301-19666	1365 CHAPIN AVE	\$ 161.35	\$ 24.20	\$ 185.55
08-20-31-306-031	33233-19670	1395 CHAPIN AVE	\$ 93.87	\$ 14.08	\$ 107.95
08-20-31-306-039	26319-19686	1523 CHAPIN AVE	\$ 647.24	\$ 97.09	\$ 744.33
08-20-31-328-022	13735-19770	1947 W MELTON RD	\$ 673.78	\$ 101.07	\$ 774.85
08-20-31-329-009	33503-19790	1968 W MELTON RD	\$ 871.37	\$ 130.71	\$ 1,002.08
08-20-31-329-013	28189-19798	1845 HUMPHREY AVE	\$ 1,339.86	\$ 200.98	\$ 1,540.84
08-20-31-330-018	23901-19850	1711 BANBURY ST	\$ 427.23	\$ 64.08	\$ 491.31
08-20-31-331-001	13815-19862	1810 HUMPHREY AVE	\$ 66.91	\$ 10.04	\$ 76.95



Delinquent Water/Sewer Tax Roll  
April 16, 2020

Parcel Number	Account #	Service Address	Delinquent Amount	Penalty	Total
08-20-31-331-025	13905-19910	1875 BANBURY ST	\$ 1,742.77	\$ 261.42	\$ 2,004.19
08-20-31-352-008	13697-20006	1392 CHAPIN AVE	\$ 931.61	\$ 139.74	\$ 1,071.35
08-20-31-352-014	31899-20018	1484 CHAPIN AVE	\$ 1,805.01	\$ 270.75	\$ 2,075.76
08-20-31-352-020	21731-20030	1590 CHAPIN AVE	\$ 48.36	\$ 7.25	\$ 55.61
08-20-31-352-032	29049-29510	1505 EMMONS AVE	\$ 386.11	\$ 57.92	\$ 444.03
08-20-31-353-007	15293-20066	1250 EMMONS AVE	\$ 403.88	\$ 60.58	\$ 464.46
08-20-31-353-021	15321-20094	1307 DAVIS AVE	\$ 236.75	\$ 35.51	\$ 272.26
08-20-31-355-036	15461-20312	1347 SMITH AVE	\$ 102.04	\$ 15.31	\$ 117.35
08-20-31-356-004	19785-20330	1761 TAUNTON RD	\$ 793.93	\$ 119.09	\$ 913.02
08-20-31-358-035	15853-20524	1335 E 14 MILE RD	\$ 554.35	\$ 83.15	\$ 637.50
08-20-31-358-039	15845-20532	1395 E 14 MILE RD	\$ 400.57	\$ 60.09	\$ 460.66
08-20-31-377-008	14157-20626	1621 TORRY ST	\$ 650.77	\$ 97.62	\$ 748.39
08-20-31-377-012	14039-20634	1626 TAUNTON RD	\$ 178.61	\$ 26.79	\$ 205.40
08-20-31-378-010	34691-20662	1885 SHEFFIELD RD	\$ 134.15	\$ 20.12	\$ 154.27
08-20-31-379-002	31171-20672	1638 CROFT RD	\$ 292.89	\$ 43.93	\$ 336.82
08-20-31-379-005	35451-20678	1653 TAUNTON RD	\$ 338.04	\$ 50.71	\$ 388.75
08-20-31-379-016	14139-20700	1627 SHEFFIELD RD	\$ 1,066.31	\$ 159.95	\$ 1,226.26
08-20-31-380-005	14121-20718	1710 SHEFFIELD RD	\$ 856.35	\$ 128.45	\$ 984.80
08-20-31-380-006	21445-20720	1741 BRADFORD RD	\$ 1,056.62	\$ 158.49	\$ 1,215.11
08-20-31-382-023	13873-20808	1921 BRADFORD RD	\$ 442.60	\$ 66.39	\$ 508.99
08-20-31-383-002	20955-20818	1544 SHEFFIELD RD	\$ 492.91	\$ 73.94	\$ 566.85
08-20-31-383-067	19493-25258	1601 E 14 MILE RD	\$ 349.43	\$ 52.41	\$ 401.84
08-20-31-403-027	14715-21038	2193 SHEFFIELD RD	\$ 130.26	\$ 19.54	\$ 149.80
08-20-31-452-017	25865-21184	1827 S ETON ST	\$ 958.39	\$ 143.76	\$ 1,102.15
08-20-31-452-028	34631-21206	1704 MANSFIELD RD	\$ 825.44	\$ 123.82	\$ 949.26
08-20-31-453-009	14507-21240	1629 MANSFIELD RD	\$ 748.69	\$ 112.30	\$ 860.99
08-20-31-455-001	21637-21334	2100 BRADFORD RD	\$ 357.20	\$ 53.58	\$ 410.78
08-20-31-456-015	14671-21378	1692 HANLEY CT	\$ 235.93	\$ 35.39	\$ 271.32
			<u>\$ 241,558.03</u>	<u>\$ 36,233.76</u>	<u>\$ 277,791.79</u>



## MEMORANDUM

IT Department

**DATE:** 5/11/2020

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

**FROM:** Eric Brunk, IT Manager

**SUBJECT:** Traps AV upgrade to Cortex XDR Pro Anti Virus

---

### Introduction:

The version of Traps Antivirus server we are using is being phased out and replaced by Cortex XDR – a more robust antivirus solution designed to integrate with the Palo Alto Firewall to keep our network and computer systems virus free and to track possible intrusions.

### Background:

Support and Security Subscriptions for the Palo Alto firewall and Traps antivirus server were renewed at the beginning of the year. This change in the Antivirus client was anticipated but Palo Alto had not fully released the Cortex XDR software at the time of our renewal, and we could not let our antivirus subscription lapse while awaiting their full release of the new product. Palo Alto has provided a credit for the unused portion of the antivirus licensing purchased at the beginning of the year.

### Legal Review:

This is a standard subscription update purchase. No legal review needed.

### Fiscal impact:

Palo Alto has worked with AmeriNet (their local licensed vendor) to put together a price for the upgrade of our Antivirus endpoint software. total price of the new antivirus package is \$11,939.20. And calculated a credit of \$4,524.00 for the prorated subscription for Traps antivirus purchased at the beginning of the year. The total price of this upgrade will be \$7415.20.

Money was budgeted for this software upgrade in the IT Software Fund account  
636-228.000-742.0000

### Summary:

The IT department would like to purchase the Cortex XDR Anti Virus endpoint clients from AmeriNet.

### SUGGESTED RESOLUTION:

Authorize the IT department to purchase the Cortex XDR antivirus endpoint clients from AmeriNet. The purchase price not to exceed \$7415.20. Funds are available in the IT Software Fund Account: 636-228.000-742.0000



## Birmingham City | Palo Alto | Cortex XDR Pro 1Y

To:	From:
Eric Brunk	Keith Shoultz
City of Birmingham	AmeriNet
151 Martin Street	1241 S. Maple Rd.
Birmingham, MI 48012	Ann Arbor, MI 48103
248.530.1885	Phone: 734-995-1233
ebrunk@bhamgov.org	kshoultz@amerinet.com

### Summary

Total Amount:	<b>\$7,415.20</b>	Quote ID:	QUO-19766-F8L7
Shipping Method:		Date:	04/28/2020
Payment Terms:	Net 30		

### Details

Product ID	Product	Quantity	Price	Sub Total
PAN-XDR-ADV-EP	Cortex XDR Pro for 1 endpoint, includes 30 days of data retention	208.00	\$57.40	\$11,939.20
	Rebate for unused Subscriptions May 2020 to February 2021	1.00	(\$4,524.00)	(\$4,524.00)
<b>Total</b>				<b>\$7,415.20</b>

Thank you for the opportunity to quote these products. Please note: Prices quoted are valid for 30 days. Applicable taxes and shipping charges are additional. Returns or cancellation of order(s) may be subject to a fee. We look forward to helping you in the future.



# MEMORANDUM

Clerk's Office

**DATE:** May 11, 2020

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

**FROM:** Cheryl Arft, Acting City Clerk  
Alex Bingham, Clerk Designee

**SUBJECT:** 2020 Village Fair – July 8-12, 2020 **AMENDED APPLICATION**

## INTRODUCTION:

The Birmingham Bloomfield Chamber of Commerce submitted an **AMENDED** Special Event application to hold the 2020 Village Fair in Shain Park and adjacent streets on the new date of July 8 - 12, 2020. Set-up for the event is scheduled for July 7 - 8 from 1 am to 3 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. **There have been no changes to the original application approved by the Commission other than the new date. The Chamber of Commerce was asked to submit its COVID-19 Plan for conducting the event, and it is included with the application.**

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

Farmers Market	Sundays	Municipal Lot #6
Movie Night	Friday	Booth Park

However, a summer concert is scheduled to be held on Wednesday, July 8<sup>th</sup> at 7 pm in Shain Park.

## LEGAL REVIEW:

No review required.

## FISCAL IMPACT:

No fiscal impact.

## SUMMARY

The City Commission is being asked to approve the **AMENDED** 2020 Village Fair to be held July 8 - 12, 2020 with set-up to begin July 7 at 1 am, to be completed by 3 pm on July 8. Tear-down will begin at the conclusion of the event on Sunday, July 12 from approximately 9 pm to 12 am.

## ATTACHMENTS:

1. **AMENDED** Special Event application, with **COVID-19 PLAN**

2. The **REVISED** Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on May 1, 2020. Notification addresses are on file in the Clerk's Office. Hold Harmless Agreements signed by the Chamber of Commerce. Certificate of Insurance will need to be updated on or before June 22<sup>nd</sup>. North American Midway agreement and COI still outstanding.
3. **AMENDED** Department Approval page with comments and estimated costs

**SUGGESTED RESOLUTION:**

To approve a request from the Birmingham Bloomfield Chamber of Commerce to hold the Village Fair on the new date of July 7 - 12, 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.

-OR-

To deny the request from the Birmingham Bloomfield Chamber of Commerce to hold the Village Fair on July 7 - 12, 2020 due to concerns with the COVID-19 pandemic.

# 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 ~~November 11, 2019~~ Revised April 15, 2020

Name of Event 57th Annual Village Fair

Detailed Description of Event (attach additional sheet if necessary) Annual Community Fair with rides, food and games.

Location Shain Park on Martin Street between Pierce and Chester. Also on Bates and Henrietta Streets

Date(s) of Event ~~May 27 - May 31~~ July 8-12 Hours of Event varies day to day

Date(s) of Set-up ~~May 26 - 27~~ July 7-8 Hours of Set-up 1 am - 3 pm

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

Date(s) of Tear-down ~~May 31~~ July 12 Hours of Tear-down 9 pm - 12 am

Organization Sponsoring Event Birmingham Bloomfield Chamber

Organization Address 725 S. Adams Rd., Suite 130, Birmingham, MI 48009

Organization Phone 248-644-1700

Contact            Kelly Bennett or Joe Bauman            Person \_\_\_\_\_

Contact            248-430-7688            Phone \_\_\_\_\_

Contact Email kellyb@bbcc.com

## II. EVENT INFORMATION

1. Organization Type Civic organization, fund-raiser for the Chamber & benefits local non-profit groups  
(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. ) TBD
3. Is the event a fundraiser? YES ☒ NO ☐  
List Primary beneficiary is the Birmingham Bloomfield Chamber beneficiary \_\_\_\_  
List expected income \_\_\_\_ Profit estimated to be \$25,000 - \$35,000  
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒  
If no, describe 57th Annual Village Fair
5. Total number of people expected to attend per day Thousands per day - weather permitting
6. The event will be held on the following City property: (Please list) Revised w/ City officials  
Note: Revised plan due to Maple Rd reconstruction as previously discussed with city officials  
☒ Street(s) On Martin Street between Pierce and Chester. On Bates and Henrietta: the corner of Pierce & Martin due to Maple Rd construction  
will not be blocked - Merrill and Henrietta and Bates and Merrill will be open for one lane of traffic  
☒ Sidewalk(s) On Martin, Bates and Henrietta  
☒ Park(s) Shain Park
7. Will street closures be required? YES ☒ NO ☐  
(Police Department acknowledgement prior to submission of application is required) (initial here) [Signature]
8. What parking arrangements will be necessary to accommodate attendance? Bags over meters on Martin, Bates & Henrietta. Attendees will be encouraged to use parking structures.

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 A paid crew is hired for maintenance and clean-up. Safety and security is hired by North American Midway Entertainment. Maintenance is coordinated by the Birmingham Bloomfield Chamber.
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 North American Midway pulls a water permit and works directly with the fire Marshall.
11. Will alcoholic beverages be served? YES ☐ NO ☒  
If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.
12. Will music be provided? YES ☐ NO ☒  
       Live        Amplification        Recorded        Loudspeakers  
Time music will begin                                   
Time music will end                                   
Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.
13. Will there be signage in the area of the event? YES ☒ NO ☐  
Number of signs/banners 15 - 20  
Size of signs/banners 18" x 24"  
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](mailto: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?

### 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	12	6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	30	\$6.00 each includes 1 bag. For additional bags, the cost is \$32/per case.	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	10	\$350.00/per dumpster 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	Yes/TBD	\$224.75/per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	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.
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)	TBD	10 x 10
Portable Toilets	6	
Rides	16	
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

**SIGNATURE OF APPLICANT REQUIRED**

EVENT NAME 57th Annual Village Fair

EVENT DATE ~~May 27 - May 31~~ July 8-12

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.

K Bennett 4-15-2020  
Signature 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.



## **SAFELY REOPENING THE MIDWAY IN THE COVID-19 ERA**

### **A COMMITMENT TO OUR FAIR AND FESTIVAL PARTNERS**

North American Midway Entertainment (NAME) recognizes that resuming public gatherings in 2020 will require a reevaluation of cleaning and other protocols given the advent of the novel coronavirus. As you, our event partners, well know: **Safety has always been our number one priority.** This philosophy applies not only to the quality of our rides and inspections, but also to our commitment to minimizing the risk of transmission of the novel coronavirus as much as possible on our midway.

We are monitoring the markets where we have events scheduled for any changes in state by state guidelines with respect to the novel coronavirus. As states begin to ease restrictions on public gatherings, we are going to take time to review our operations and ensure we have necessary precautions in place to protect our guests and team members before we open our midway. We will not open an event until we can meet applicable local and state guidelines and your expectations.

In general, we anticipate that the midway this year will include some combination of the following:

- NAME staff self-screening and temperature checks prior to each shift
- Enhanced sanitizing and disinfecting, especially of high touch areas
- Increased availability of hand sanitizing stations
- Facial coverings and glove use as recommended by the CDC
- Additional staff training and supervision on new protocols and best practices
- Encouraging guests to wear masks or other facial coverings
- Physical distancing in queue lines and on rides
- Implementation of no-touch admission and/or cashless payment, where possible

We will work with each one of you to mutually determine the best approach to opening the midway at your event, given the individual space constraints and other relevant factors. In the meantime, we are already working to develop social distancing and other protocols to ensure that we will be able to deliver a safe experience for both our team members and our guests. A safe midway experience is our very highest priority.

We look forward to working with you in the coming weeks and months to make 2020 a safe and successful year for all of us!




Danny Huston  
President & CEO  
North American Midway Entertainment

# Birmingham Map

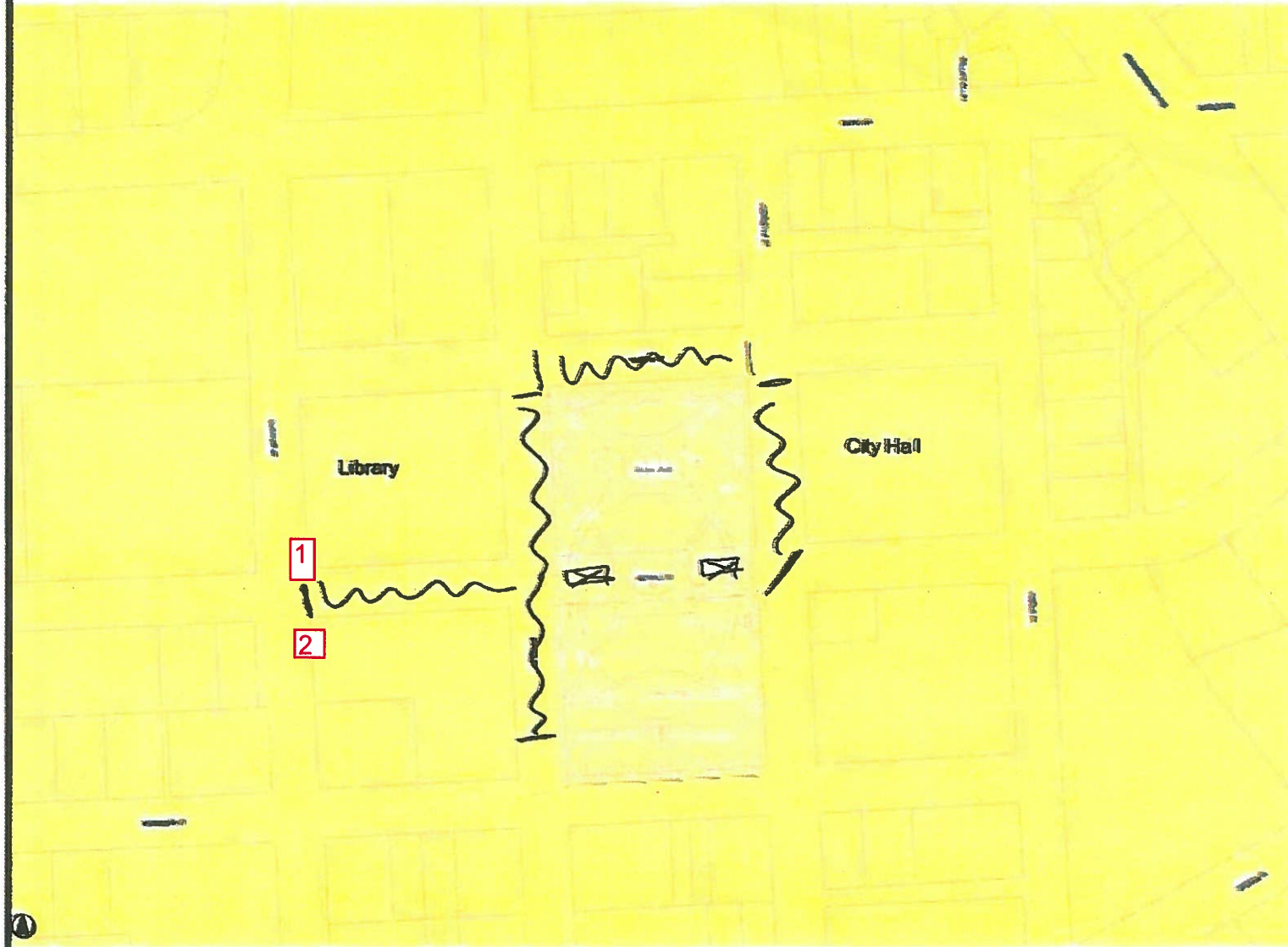
**Legend**  
 City Boundary  
 Lakes and River  
 Streams  
 Parcels

N



 Fair, Rides + Games  
 Food Trucks  
 Barricades

1 - Office trailer  
 2 - Dumpster

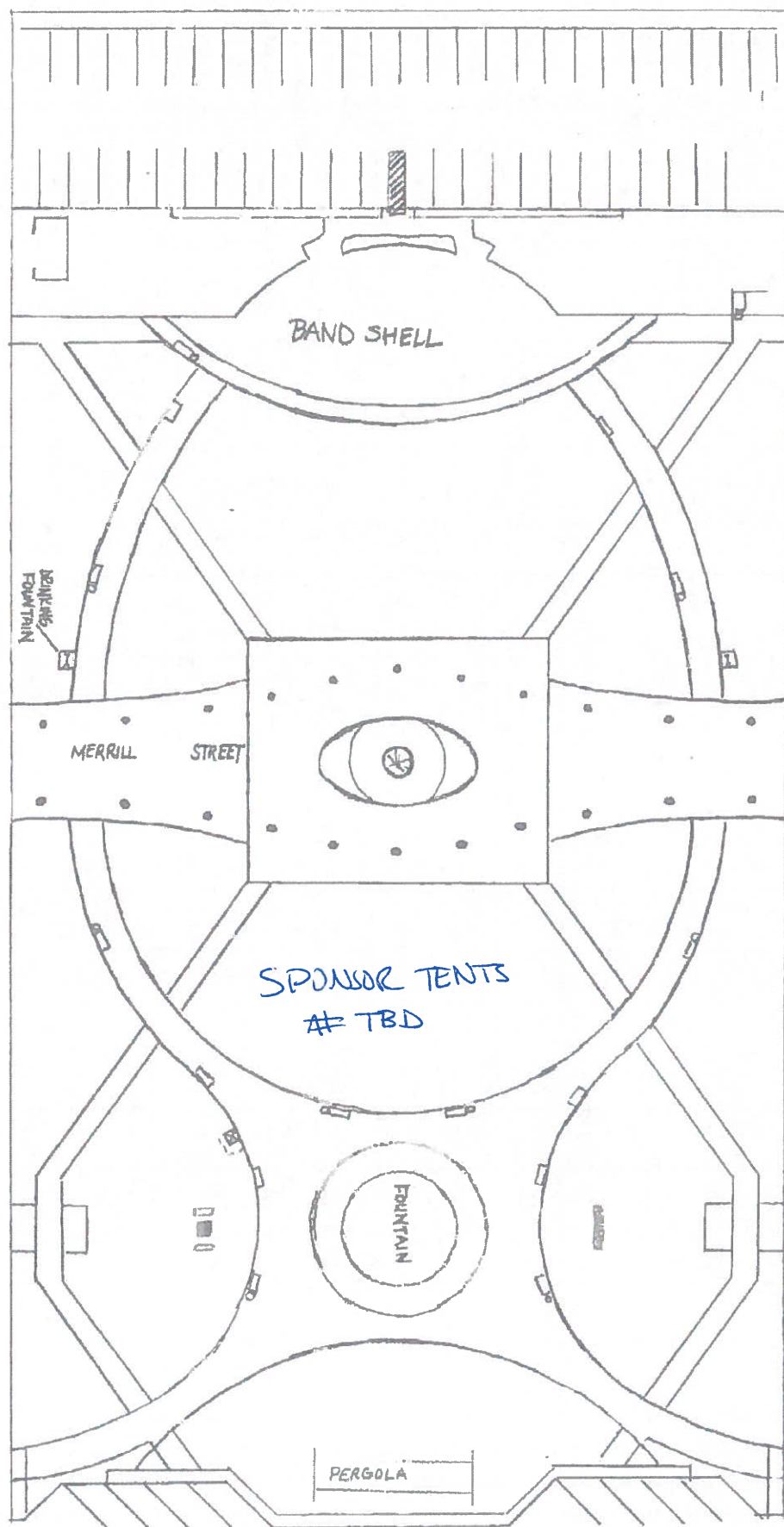


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 The information printed on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. Much of the data was not compiled or created by the City of Birmingham. In the preparation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



TOWNSEND STREET

HENRIETTA STREET



MARTIN STREET



BIRMBLO-01

KMCCANN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2020

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

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

<b>PRODUCER</b> Emerson-Prew 30600 Telegraph Road Suite 3110 Bingham Farms, MI 48025	<b>CONTACT NAME:</b> Shari Hornyak	
	<b>PHONE (A/C, No, Ext):</b> (248) 203-1817	<b>FAX (A/C, No):</b>
<b>INSURED</b>  Birmingham Bloomfield Chamber of Commerce 725 S. Adams, Suite 130 Birmingham, MI 48009	<b>E-MAIL ADDRESS:</b> shornyak@epi-ins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> West Bend Mutual Insurance Company	
	<b>INSURER B:</b> Accident Fund Insurance Company of America	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		A04349106	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A04349106	6/29/2019	6/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			A04349106	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV8011508	6/29/2019	6/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The City of Birmingham Including all Elected and Appointed Officials; All Employees & Volunteers; Board Members; Employees & Volunteers are Named as Additional Insured. This Coverage Shall be Primary and Non-Contributory.

Event: 57th Annual Birmingham Village Fair - May 27, 2020 Through May 31, 2020

## CERTIFICATE HOLDER

## CANCELLATION

City of Birmingham 151 Martin St. P. O. Box 3001 Birmingham, MI 48009	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 



## SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: Friday, May 1, 2020

TO: Residential Property or Business Owner

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

### EVENT INFORMATION

NAME OF EVENT: 57th Annual Birmingham Village Fair – **REVISED DATES**

LOCATION: On Martin St. between Pierce and Chester. On Bates and Henrietta. See back for map.

DATE(S) & HOURS OF EVENT: **NEW DATES**

Wednesday, July 8, 2020	5-10 p.m. Private Pre-Party
Thursday, July 9, 2020	12-10 p.m. Open to the public
Friday, July 10, 2020	12-11 p.m. Open to the public
Saturday, July 11, 2020	11 a.m. - 11 p.m. Open to the public
Sunday, July 12, 2020	12-9 p.m. Open to the public

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Community fair with rides, food and games.

DATE(S) OF SET-UP: Tuesday, July 7 & Thursday, July 8

HOURS OF SET-UP: 1 a.m. - 3 p.m.

DATE(S) OF TEAR-DOWN: Sunday, July 12, 2020

HOURS OF TEAR-DOWN: 9 p.m. – 12 a.m.

DATE OF CITY COMMISSION MEETING: Monday, May 18, 2020; 7:30 p.m.

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

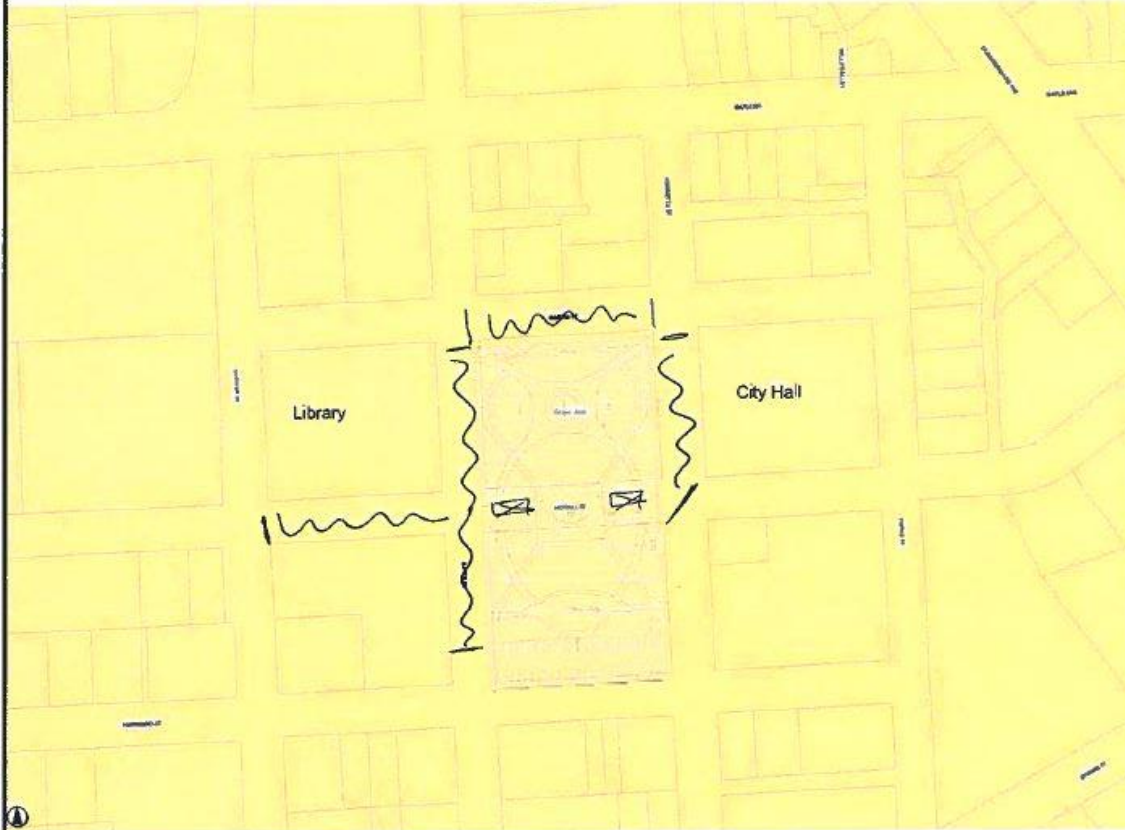
\*Please note upcoming regularly scheduled City Commission meetings for the City of Birmingham may be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 under the Governor of Michigan's Executive Orders 2020-15 and 2020-21. Visit [www.bhamgov.org/](http://www.bhamgov.org/) 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.

EVENT ORGANIZER: Birmingham Bloomfield Chamber  
ADDRESS: 725 S. Adams, Suite 130, Birmingham MI 48009  
PHONE: (248) 430-7688

**FOR QUESTIONS ON DAY OF EVENT, CONTACT:** Kelly Bennett, Birmingham Bloomfield Chamber, 248-505-4149



# Birmingham Map



- Legend**
- City Boundary
  - Lakes and Rivers
  - Streams
  - Parcels
- N  
↑
- Fair, Rides + Games
- Food Trucks
- Barricades

THE  
**Birmingham  
Bloomfield**  
CHAMBER



## DISCLAIMER

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## HOLD-HARMLESS AGREEMENT

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

Kelly Bennett

April 15, 2020

Applicant's signature

Date



## MEMORANDUM

Office of the City Manager

**DATE:** May 18, 2020

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

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

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

---

### INTRODUCTION:

At the last meeting, the Commission discussed the Greenwood Cemetery Service Provider contract and requested staff to provide an update to the draft agreement with clarification on the following two items:

- 1) The proposed term of the agreement
- 2) The ninety (90) day termination provisions

Staff worked to revise the proposed agreement that attempted to capture the direction of the provided at the May 11 Commission meeting.

The proposed term of the agreement in the attached draft is set for a term of one-year with automatic renewals. After discussion with legal counsel, staff concluded that the 90-day termination provision provides the greatest level of flexibility for the City and negates the need for language that provides an annual option to renew. The City, at a minimum, would require at least ninety days pursue an action to terminate the existing agreement and execute a plan to ensure uninterrupted operations at the cemetery.

The 90-day termination provision has been included under section four, and in conjunction with paragraph 3, together they read as follows:

The CITY agrees to pay the CONTRACTOR for the annual services rendered pursuant to this Agreement in the amount of Forty-five Thousand Six Hundred Dollars (\$45,600.00).

Unless the CITY or the CONTRACTOR shall terminate this Agreement in writing, this Agreement shall automatically renew annually and the services

rendered pursuant to this Agreement shall not exceed Forty-five Thousand Six Hundred Dollars (\$45,600.00).

The Greenwood Cemetery Advisory Board will conduct an operational review in December 2020 (within 6 months of the start of the proposed agreement) of the cemetery services being provided and will report those findings to the Commission.

**SUGGESTED RESOLUTION:**

To authorize the agreement with Creative Collaborations, LLC, a Cemetery Service Provider firm 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 \_\_\_\_\_, 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**, a cemetery services company, 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, 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 annual services rendered pursuant to this Agreement in the amount of Forty-five Thousand Six Hundred Dollars (\$45,600.00).

4. This Agreement shall renew annually unless terminated as provided herein.

5. 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.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 MANAGEMENT SERVICES AGREEMENT**

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**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 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**, a cemetery services company, 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 annual services rendered pursuant to this Agreement in the amount of Forty-five Thousand Six Hundred Dollars (\$45,600.00). ~~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. This Agreement shall renew annually unless terminated as provided herein. ~~Unless the CITY or the CONTRACTOR shall terminate this Agreement in writing, this Agreement shall automatically renew annually and the services rendered pursuant to this Agreement shall not exceed Forty-five Thousand Six Hundred Dollars (\$45,600.00).~~

5. 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.

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

7. ~~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

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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.

8. ~~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.

9. ~~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.

~~9-10.~~ 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.

~~10-11.~~ 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.

~~11-12.~~ 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.

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- 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."
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~~13.14.~~ 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

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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.

~~+4-15.~~ 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.

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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:**

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

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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



## **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

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### **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
<b>Total Expenditure</b>	<b>\$580,000</b>	<b>\$450,000</b>

#### **OPTION #2: OUTSIDE CEMTERY SERVICE PROVIDER CONTRACT**

##### **Cost Estimate Summary: Provider to Conduct Cemetery Services**

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

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.

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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.

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

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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

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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**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 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).

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.

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**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:

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

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Joseph A. Valentine,  
City Manager as to Substance

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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.

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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.

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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

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**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.

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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:

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- ✓ 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.

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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.

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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

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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**

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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.

<b>VI. FINANCIAL REPORT</b>
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None

<b>II. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA</b>
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<b>VIII. BOARD COMMENTS</b>
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- 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 9<sup>th</sup>. 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.

<b>IX. ADJOURN</b>
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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, 4<sup>th</sup> 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

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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 Publics Services.
- Coordination of work orders with outside vendors and Birmingham's Department of Publics 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	<b>\$580,000</b>	<b>\$450,000</b>

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

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### **INTRODUCTION:**

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

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

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

### **BACKGROUND:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**LEGAL REVIEW:**

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

**FISCAL IMPACT:**

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

Expenditures:

Professional Services Contract \$22,800

Lawn Care \$16,500

General Maintenance – DPS \$10,000

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

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

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

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

**PUBLIC COMMUNICATIONS:**

N/A

**SUMMARY:**

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

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

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

**ATTACHMENTS:**

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

**SUGGESTED RESOLUTION:**

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

AND

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

AND

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

General Fund

Revenues:

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

Expenditures:

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

## **GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT**

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

### **WITNESSETH:**

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

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

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

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

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

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

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

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

6. The CONTRACTOR and the CITY agree that the CONTRACTOR is acting as an independent contractor with respect to the CONTRACTOR's role in providing services to the CITY pursuant to this Agreement, and as such, shall be liable for its own actions and neither the CONTRACTOR nor its employees shall be construed as employees of the CITY. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the CITY nor the CONTRACTOR shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The CONTRACTOR shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be

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

7. The CONTRACTOR acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The CONTRACTOR recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONTRACTOR agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONTRACTOR shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The CONTRACTOR further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

8. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONTRACTOR agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

10. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the CONTRACTOR without the prior written consent of the CITY. Any attempt at assignment without prior written consent shall be void and of no effect.

11. The CONTRACTOR agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The CONTRACTOR shall inform the CITY of all claims or suits asserted against it by the CONTRACTOR's employees who work pursuant to this Agreement. The CONTRACTOR shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

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

- A. Workers Compensation Insurance: Workers Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- B. Comprehensive Motor Vehicle Liability: Comprehensive Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily

Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

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

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

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

H. Failure to Maintain Insurance: Upon failure of the CONTRACTOR to obtain or maintain such insurance coverage for the term of the Agreement, the CITY may at its option, purchase such coverage to and subtract the cost of obtaining such coverage to the CONTRACTOR. In obtaining such coverage, the CITY shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the CITY, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the CONTRACTOR, the CITY shall have the



right to terminate this Agreement without further liability to the CONTRACTOR if the disqualification has not been removed within thirty (30) days after the CITY has given the CONTRACTOR notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

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

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

CREATIVE COLLABORATIONS, LLC

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

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

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

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

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

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

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

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

November 21, 2019

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

Dear Ms. Gunter,

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

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

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

### **ii. FINANCIAL REPORTING**

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

iii. CONSIDERATION

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

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

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

v. INDEMNIFICATION

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

vi. ENTIRE AGREEMENT

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

vii. GOVERNING LAW

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

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

**I. CALL TO ORDER**

Darlene Gehringer, Chairperson

**II. ROLL CALL**

Cheryl Arft, Acting City Clerk

**III. APPROVAL OF MINUTES**

A. Approval of meeting minutes of October 4, 2019

**IV. NEW BUSINESS**

A. Greenwood Cemetery Management Services: Contract Amendment - Action

**V. UNFINISHED BUSINESS**

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

**VI. FINANCIAL REPORT**

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

**VIII. BOARD COMMENTS**

**IX. ADJOURN**

*Greenwood Cemetery Advisory Board:*

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

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

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

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

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

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

**I. CALL TO ORDER**

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

**II. ROLL CALL**

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

Absent: Darlene Gehringer  
Linda Peterson

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

**III. APPROVAL OF MINUTES & INTRODUCTIONS**

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

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

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

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

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

## **B. INTRODUCTIONS**

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

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

## **IV. NEW BUSINESS**

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

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

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

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



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

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

Assistant to the City Manager Gallagher detailed the RFP:

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

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

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

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

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

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

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

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

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

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

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

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

Ms. Schreiner was excused at 9:30 am.

Mr. Gallagher reiterated that pricing would be per occurrence.

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

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

Mr. Gallagher explained the fee structure:

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

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

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

DPS would seed plots and new graves.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>IX. ADJOURN</b>
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Meeting adjourned at 10:00 a.m.

**NEXT MEETING: November 8, 2019**

Cheryl Arft, Acting City Clerk  
/vc



## MEMORANDUM

Office of the City Manager

**DATE:** November 8, 2019

**TO:** Greenwood Cemetery Advisory Board

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

**SUBJECT:** Service Provider Status Update

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

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

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

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

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

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

The separation of duties is provided in the table below:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### **Suggested Recommendations:**

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

- And –

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

BIRMINGHAM

SEP 6 REC'D

CITY MANAGER'S OFFICE



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

August 31, 2019

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

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

RE: GREENWOOD CEMETERY AGREEMENT

Dear Mr. Valentine:

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

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

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

Thank you.

Respectfully,

Lawrence F. Sloane  
Director

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

4. The Contractor shall employ personnel and engage subcontractors of good moral character and fitness in performing all services under this Agreement.

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

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

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

- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.



J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

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

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



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

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

*[Signatures on next page]*

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

WITNESSES:

TRUSTEES OF ELMWOOD CEMETERY

San + Goore

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

CITY OF BIRMINGHAM

Cheryl Craft  
Cheryl Craft

By: George Dilgard  
George Dilgard  
Its: Mayor

Cheryl Craft  
Cheryl Craft

By: Laura M Broski  
Laura Broski  
Its: City Clerk

Approved:

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

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

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

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



ELMW-01

OP ID: PAB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2013

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

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

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


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

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

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

City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are named as additional insured with respects to teh general liability policy as their interest may appear by written contract, all above coverage are primary.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CIT1BIR</b>  City of Birmingham Attn: Christian Wuerth 151 Martin Street Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**GREENWOOD CEMETERY ADVISORY BOARD  
MEETING MINUTES  
FRIDAY, NOVEMBER 8, 2019 AT 8:30 AM  
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

**I. CALL TO ORDER**

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

**II. ROLL CALL**

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

Absent: None

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

**III. APPROVAL OF MEETING MINUTES**

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

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

VOTE: Ayes, 7  
Nays, 0  
Absent, 0

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

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

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

VOTE: Ayes, 7  
Nays, 0  
Absent, 0

**IV. NEW BUSINESS**

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

## **AMENDMENT – ACTION**

Assistant City Manager Gunter presented this item.

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

Mr. Stern expressed the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTE:	Ayes,	7
	Nays,	0
	Absent,	0

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

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

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

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

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

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

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

#### **IX. ADJOURN**

Meeting adjourned at 10:00 a.m.

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



Lewis E. Wint & Son Funeral Home	5929 South Main Street	Clarkston	48346	Oakland	(248) 625-5231	<a href="http://www.wintfuneralhome.com">www.wintfuneralhome.com</a>										
Lynch & Sons Funeral Directors	1368 North Crooks Road	Clawson	48017	Oakland	(248) 435-0660	<a href="http://www.lynchfuneraldirectors.com">www.lynchfuneraldirectors.com</a>	\$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	<a href="http://www.lynchfuneraldirectors.com">www.lynchfuneraldirectors.com</a>	\$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	<a href="http://www.lynchfamilyfuneraldirectors.com">www.lynchfamilyfuneraldirectors.com</a>	\$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	<a href="http://www.lynchfamilyfuneraldirectors.com">www.lynchfamilyfuneraldirectors.com</a>	\$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	<a href="http://www.mccabefuneralhome.com">www.mccabefuneralhome.com</a>	\$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	<a href="http://www.mercyfunerals.com">www.mercyfunerals.com</a>	\$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	<a href="http://www.modetzfuneralhomes.com">www.modetzfuneralhomes.com</a>	\$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	<a href="http://www.modetzfuneralhomes.com">www.modetzfuneralhomes.com</a>	\$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	<a href="http://www.modetzfuneralhomes.com">www.modetzfuneralhomes.com</a>	\$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	<a href="http://www.obriensullivanfuneralhome.com">www.obriensullivanfuneralhome.com</a>	\$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	<a href="http://www.phillipsfuneral.com">www.phillipsfuneral.com</a>	\$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	<a href="http://www.pixleyfh.com">www.pixleyfh.com</a>	\$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	<a href="http://www.pixleyfuneraldavischapel.com">www.pixleyfuneraldavischapel.com</a>	\$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	<a href="http://www.godhardt-tomlinsonchapel.com">www.godhardt-tomlinsonchapel.com</a>	\$2,190	N	N	\$1,575	N	Y	\$895	\$695-\$8,895		
Price Funeral Home	3725 Rochester Road	Troy	48083	Oakland	(248) 689-0700	<a href="http://www.pricefuneralhome.net">www.pricefuneralhome.net</a>	\$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	<a href="http://www.sawyerfuller.com">www.sawyerfuller.com</a>	\$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	<a href="http://www.simplefuneralsinmichigan.com">www.simplefuneralsinmichigan.com</a>	\$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	<a href="http://www.southfieldfuneralhome.com">www.southfieldfuneralhome.com</a>	\$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	<a href="http://www.sparksggriffin.com">www.sparksggriffin.com</a>										
Sparks Griffin Funeral Home	111 East Flint Street	Lake Orion	48362	Oakland	(248) 693-8336	<a href="http://www.sparksggriffin.com">www.sparksggriffin.com</a>										
Spaulding & Curtin Funeral Directors	500 West Nine Mile Road	Ferndale	48220	Oakland	(248) 544-0500	<a href="http://www.spauldingcurtin.com">www.spauldingcurtin.com</a>	\$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	<a href="http://www.swansonfuneralhomes.com">www.swansonfuneralhomes.com</a>										

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

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



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

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

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

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

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

**Submitted to MITN:** Tuesday, October 8, 2019

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

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



## REQUEST FOR PROPOSALS For Greenwood Cemetery Professional Management Services

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## INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Service Provider."

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

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

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

## REQUEST FOR PROPOSALS (RFP)

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

## INVITATION TO SUBMIT A PROPOSAL

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

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

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

## INSTRUCTIONS TO BIDDERS

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

## **EVALUATION PROCEDURE AND CRITERIA**

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

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

## **TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Service Provider if the successful Service Provider does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Service Providers.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Service Provider sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Service Provider for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Service Provider and shall not be chargeable in any manner to the City.
6. The successful bidder will be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

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

## **SERVICE PROVIDER'S RESPONSIBILITIES**

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

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



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

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

## **CITY RESPONSIBILITY**

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

## **SETTLEMENT OF DISPUTES**

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

## **INSURANCE**

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

## **CONTINUATION OF COVERAGE**

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

## **EXECUTION OF CONTRACT**

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

## **INDEMNIFICATION**

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

## **CONFLICT OF INTEREST**

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

## **EXAMINATION OF PROPOSAL MATERIALS**

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

## **PROJECT TIMELINE**

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

## SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

**WITNESSETH:**

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

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

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

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

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

5. The Service Provider and the City agree that the Service Provider is acting as an independent Service Provider with respect to the Service Provider's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Service Provider nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Service Provider shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Service Provider shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Service Provider acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Service Provider recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Service Provider agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Service Provider shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Service Provider further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Service Provider agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Service Provider without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Service Provider agrees that neither it nor its subService Providers will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly

related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Service Provider shall inform the City of all claims or suits asserted against it by the Service Provider's employees who work pursuant to this Agreement. The Service Provider shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Service Provider shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Service Provider shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Service Providers Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Service Provider shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the



additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Service Provider will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Service Provider shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Service Provider shall procure and maintain during the life of this contract, an Owners Service Providers Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.
- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. Proof of Insurance Coverage: Service Provider shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
  - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
  - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Service Provider shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Service Provider to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Service Provider, the City shall have the right to terminate this Agreement without further liability to the Service Provider if the disqualification has not been removed within thirty (30) days after the City has given the Service Provider notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

City of Birmingham  
Attn: James Gallagher  
151 Martin Street  
Birmingham, MI 48009  
248.530.1807

SERVICE PROVIDER

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

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

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

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

WITNESSES:

**SERVICE PROVIDER**

\_\_\_\_\_

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

Its:

**CITY OF BIRMINGHAM**

\_\_\_\_\_

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

Its: Mayor

\_\_\_\_\_

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

Cheryl Arft  
Its: City Clerk

Approved:

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

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

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

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

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

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

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

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

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

---

**ADDRESS**

## ATTACHMENT C - COST PROPOSAL

### For Greenwood Cemetery Professional Management Services

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

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

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

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

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

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

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

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

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

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

---

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

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**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**

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#### **CITY OF BIRMINGHAM**

#### **GREENWOOD CEMETERY OPERATIONAL PROCEDURES,**

#### **CONDITIONS AND REGULATIONS**

### **I. DEFINITIONS:**

The following words and phrases, for the purposes of these sections, have the meanings respectively ascribed to them, except in those instances where the context clearly indicates a different meaning.

- a. "Cemetery" shall mean Greenwood Cemetery.
- b. "Superintendent" shall mean the City Manager or his/her designee.
- c. "Marker" shall mean a stone or object denoting the location of a grave and which does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.
- d. "Monument" shall denote a memorial stone or object of a size in excess of that of a marker.
- e. "Permanent outside container" shall be a container which encloses a casket. The following are considered permanent outside containers: concrete boxes, concrete, copper or steel burial vaults.
- f. "Department" shall mean the Department of Public Services.
- g. "Memorial" shall mean monuments or markers.

### **II. CONDUCT OF PERSONS**

Every person entering the cemetery shall be responsible for any damage caused by such person while within the cemetery. No person under eighteen years of age shall enter the cemetery grounds unless accompanied by an adult responsible for his/her conduct, or unless permission has been granted by the Superintendent.

No person shall:

- a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.
- b. Deposit or leave rubbish and debris on any part of the cemetery grounds.

- c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees or its designated contractor.
- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
- e. Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Advertise on cemetery grounds unless permitted by the City.
- i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

### **III. TRAFFIC REGULATIONS**

All traffic laws of the City of Birmingham that are applicable to the operation of vehicles in cemeteries shall be strictly observed. Every person driving a vehicle into the cemetery shall be responsible for any damage caused by such vehicle.

No person shall:

- a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.
- b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.
- c. Turn a vehicle around within the cemetery except by following established driveways.
- d. Use a cemetery driveway as a public thoroughfare.

### **IV. MAINTENANCE AND PERPETUAL CARE**

The City and/or its designated Contractor shall be responsible for the maintenance and repair of the driveways, buildings, water system, drainage and fences. The City and/or its designated Contractor shall also cut and maintain the grass areas, remove the leaves, trim and remove trees and shrubs, apply fertilizer as necessary, and in general maintain the cemetery as a place of natural beauty devoted to the burial of the dead.

The City and/or its designated Contractor shall not be responsible for any special care of any particular section, lot or burial space or for the maintenance or repair of any monument, marker



or planting placed by the owner. Further, the City and/or its designated Contractor shall not contract or agree to give special care to any section, lot or burial space except as above provided. The City shall maintain the integrity of damaged historical markers, prior to January 1, 1875, through the perpetual care fund.

## **V. OPERATIONAL REGULATIONS**

The following operational regulations shall apply to all areas within the cemetery:

- a. Corners of all lots will be marked by the City, or its designated contractor, with permanent markers set flush with the ground surface, and these shall not be disturbed.
- b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.
- c. The City, or its designated contractor, shall have the right to remove from any lot any objects, including trees and shrubs and flower pots that are not in keeping with the appearance of the cemetery.
- d. Ironwork, seats, vases, and planters shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.
- e. Planters of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1<sup>st</sup>. Planters so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.
- f. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent, or a person authorized by him/her to act in his/her stead in matters pertaining to the cemetery.
- g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City or its designated contractor from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.
- h. As soon as flowers, floral pieces, potted plants, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed, except for special groups upon notification to the City or its designated contractor.
- i. The Superintendent reserves the right to remove from beds, graves, vases, planters, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.

## **VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS**

### **MONUMENTS**

Monuments will be permitted only on two adjoining side by side graves under one ownership. No more than one monument shall be erected on any lot.

The erection of all monuments shall be subject to the following conditions:

- a. Each monument shall be supported on a concrete foundation not smaller than the base of the monument it supports. Such foundation shall be constructed only by the City or its designated contractor after payment therefore has been made. Foundations will be installed April to November, weather dependent, as determined by the Superintendent. Requests received after November 1<sup>st</sup> will be held until conditions allow for installation.
- b. Designs for monuments must be submitted to the Superintendent or to a person designated by him/her to act in his/her stead, when application is made for construction of foundations. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial.
- c. No monument of artificial stone, sandstone, limestone, or soapstone will be permitted.
- d. All contractors and workers engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him/her, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments shall be started that cannot be completed by the end of the day following the start of such work.
- e. No monuments shall be allowed in the flush sections.

### **MARKERS**

- a. Markers shall not exceed 1 ½ feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.
- b. Individual markers can be sod set without a concrete foundation.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

## **FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015**

- a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24" x 12" x 4" or 16" x 24" x 4" or companion memorials over two (2) graves measuring 48" x 12" x 4".
- b. The memorials must be made of acceptable bronze or granite material and set at lawn level.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1<sup>st</sup> and March 31<sup>st</sup> unless weather permits.

## **VII. FUNERALS, INTERMENTS AND DISINTERMENTS**

### **INTERMENTS**

No lot or burial space shall be used for any purpose other than the interment of human remains and the erection of appropriate memorials to the dead.

No interment shall be made in Greenwood Cemetery until a proper burial permit has been issued, and until all other legally required permits have been issued by, and filed with, the proper authorities.

City personnel, or its designated contractor, will provide opening and closing of grave, initial and periodic maintenance only, and will not be responsible for handling and lowering vaults or caskets. Tents, lowering devices and other materials shall be furnished by the funeral director or vault company.

No grave shall be dug closer than six (6) inches from the line of any lot.

In all full burial interments, the casket shall be enclosed in a permanent outside container. Such outside container shall be installed by the funeral director, vault company, or the City's designated contractor.

In all interments of cremated remains, the container shall be installed by the City, its designated contractor, funeral director or vault company. The size of the container must be submitted with the request for burial.

All funerals within the cemetery shall be under the supervision of the City or its designated contractor. No burials are to be made on Sunday or legal holidays, except by permission of the Superintendent. Overtime charges will apply.

The City must be notified through the City Clerk or its designated contractor, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to

prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.

Interments that involve preparation or follow-up work during other than regular working hours will be done at an additional charge for the overtime portion of the time required. The maximum charge shall not exceed the normal charges plus the weekend/holiday fee. This fee is in addition to the normal interment or disinterment fee charged during regular working hours.

Interments of the remains of any persons other than the owner or an immediate member of his/her family will be permitted only after the written consent of the owner or the owner's authorized agent has been filed with the City Clerk or the City's designated contractor. In case of a minor being the owner, the guardian may give consent upon proof of this authority to act.

Only one (1) interment in any one grave space shall be permitted, except in the case of a parent and infant child, two (2) children dying at about the same time, or in such other unusual cases as it shall seem to the Superintendent to be proper under the circumstances. Such interments shall adhere to Section VIII Burial Rights Policy.

Up to two cremated remains may be placed in the same space if the owner of the grave space or his/her heirs purchase the right to such inurnments. Should the owner permit the burial of such cremated remains, only one additional memorial shall be permitted on the grave space and such memorial shall not be larger than 24 x 12 x 4 inches and installed at lawn level. Up to three (3) cremated remains (only) may be placed on a single grave space.

## **DISINTERMENTS**

Disinterment of a burial shall be facilitated by a Michigan licensed funeral director. Said funeral director shall obtain a permit for such removal from the local health officer of Oakland County. Said funeral director shall complete the removal form as required by the City or its designated contractor. Disinterment shall not commence until after issuance of the Oakland County permit is presented to the City or its designated contractor, approval for removal is granted by the City or its designated contractor, and all applicable fees are paid. Such disinterments shall only be scheduled between June 15<sup>th</sup> and October 15<sup>th</sup> each year unless approved by the City. The grave space where the disinterment occurred shall immediately be returned to a safe condition.

## **VIII. BURIAL RIGHTS POLICY**

Lots purchased from the City after October 1, 2014:

Full grave

One casketed remains and two cremated remains

- or -

Up to three cremated remains

Cremation grave

3 x 2 feet      one cremated remains

3 x 4 feet      two cremated remains

Lots purchased prior to October 1, 2014:

Full grave

One burial right per grave (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

- or -

One cremated remains (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

## **IX. LOT SALES – PAYMENT PLAN POLICY**

1. A payment agreement may be entered into to allow for the purchase price of a plot(s) to be paid over a period of time not to exceed 24 months and the period provided to cure a default. A copy of this Payment Plan Policy shall be attached to all installment payment agreements and shall be provided to the Purchaser.

2. Payment agreements require a 20% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments for the payment period. Such payment agreements shall be interest free. There shall be no prepayment penalty to the Purchaser.

3. A plot(s) being purchased under a payment agreement may not be used for interment until the full purchase price of the plot(s) has been paid. The Purchaser may apply all payments made on the plan to the plot(s) needed for burial. Should this application of funds to the burial plot reduce the balance in the Purchaser's account below 20% of the value of the remaining plots, the Purchaser shall be given a grace period of up to six months to repay the 20% deposit on the remaining plot(s).

4. In the event a Purchaser fails to make an installment payment, the Purchaser shall have 90 days from the default to cure the deficiency and bring the payments current.

5. For purchase agreements initiated after January 14, 2019, failure to pay the entire contract on or before the final payment due date and the cure period will result in forfeiture of the unpaid plot(s) and 50% of all monies paid to date. If enough money is on account to completely pay for a plot(s), the Purchaser shall have the option to purchase said plot(s) with those available funds. Fifty percent of the remaining funds on account and any plots not paid in full shall be forfeited.

## **X. LOT RESALE POLICY**

All graves sold by the City after October 1, 2014 can only be returned to the City. Such graves cannot be transferred from the original purchaser to an unrelated third party. Graves can only be transferred to family according to the Rules of Consanguinity with supporting genealogical documentation.

All graves returned to the City shall receive 50% of the original purchase price from the Greenwood Cemetery Perpetual Care Fund. Upon return of the graves, the City may resell the graves.

(For the purpose this policy, immediate family shall mean the immediate family of the purchaser(s) – spouse, children, grandchildren, parents, siblings, nieces/nephews, grandparents, aunts/uncles, step-children.)

## **XI. SCHEDULE OF FEES AND CHARGES**

Fees and other charges are as set forth in the Schedule of Fees, Charges, Bonds and Insurance.

## **XII. REVISIONS**

The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.

- October 18, 1971 Resolution No. 1434-71
- February 13, 1984 Resolution No. 02-97-84
- February 23, 2009 Resolution No. 02-52-09
- December 17, 2012 Resolution No. 12-356-12
- August 10, 2015 Resolution No. 08-174-15
- March 27, 2017 Resolution No. 03-82-17 (and confirmed by Greenwood Cemetery Advisory Board on May 5, 2017).
- January 14, 2019 Resolution No. 01-011-19

**ATTACHMENT F – GREENWOOD CEMETERY FEE SCHEDULE**  
**For Greenwood Cemetery Professional Management Services**

<b>Greenwood Cemetery (126-26)</b>	<b>Existing Fees</b>
Grave space accommodating one full burial or three cremations	\$ 3,000.00
Additional Rights of Burial for cremated remains, each	\$ 750.00
Grave space accommodating two cremated remains	2,000.00
Grave space accommodating one cremated remains	1,000.00
Administrative fee for transfer of grave ownership	\$ 150.00
Interment and disinterment fees:	
Cremation	\$ 750.00
Full Burial	\$ 1,200.00
Foundation charges for markers & monuments:	
Foundation Installment - per linear foot	\$ 125.00
Marker or monument resets:	
Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation	
Weekend, holiday, and overtime interments. This fee in addition to the normal interment fee charged during regular working hours.	\$ 400.00



## MEMORANDUM

Police Department

**DATE:** May 7, 2020  
**TO:** Joseph A. Valentine, City Manager  
**FROM:** Scott Grewe, Operations Commander  
**APPROVED BY:** Mark H. Clemence, Chief of Police  
**SUBJECT:** Bennaville Stop Sign Request

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### INTRODUCTION:

In January, staff was notified that the Department of Public Services received a request to install stop signs on Bennaville at Edgewood and at Grant.

### BACKGROUND:

The Police Department reviewed the intersections and noted that while there was no stop sign on Bennaville at Edgewood or at Grant, all other similar intersections in the area currently have stop signs. A review of Traffic Resolutions in the Police Department showed no records of a Stop Sign being approved at either location. However, a review of Google Street View history shows a stop sign in place in 2012 at the Bennaville and Grant location. It's possible this sign was removed during the 2018 repaving of Bennaville and not replaced as there is no record of it being approved.

Staff contacted Fleis & Vandenbrink and asked that they review the intersections and provide a recommendation for stop signs at both locations. Recent traffic counts and crash data were provided to F&V for their review. A completed report was returned by F&V which documented the warrant level required by the Michigan Manual for Traffic Control Devices (MMTCD) for volume of traffic and number of accidents. Both categories failed to support the installation of a stop sign. However, the report also documented sight line concerns at both locations for vehicles turning off Bennaville onto either Grant or Edgewood. As a result, F&V recommended the installation of stop signs on Bennaville at Grant and at Edgewood.

### LEGAL REVIEW:

No review conducted

### FISCAL IMPACT:

None

### SUMMARY:

After receiving notification that a request for stop signs was received, F&V was contacted and conducted a study of the intersections of Bennaville at Grant and Bennaville at Edgewood. After review, they concluded stop signs were warranted based on limited sight lines for vehicles exiting Bennaville at both locations.



This information was presented to the Multi-Modal Transportation Board who discussed the topic and made a recommendation that the stop signs be installed at both locations.

ATTACHMENTS:

1. F&V report for Bennaville at Grant.
2. F&V report for Bennaville at Edgewood.
3. MMTB minutes from the February 6, 2020 meeting.

SUGGESTED RESOLUTION:

To approve the installation of a Stop Sign on Bennaville at Grant and on Bennaville at Edgewood. Further, to direct the Chief of Police and the City Clerk to sign the traffic control orders on behalf of the City establishing the installation of a "Stop" sign on Bennaville at Grant and on Bennaville at Edgewood.

# MEMO

VIA EMAIL

**To:** Cmdr. Scott Grewe, Operations Commander  
Birmingham Police

**From:** Julie M. Kroll, PE, PTOE  
Fleis & VandenBrink Engineering

**Date:** January 31, 2020

**Re:** **Bennaville Ave. & Grant Street Traffic Control Evaluation**

Fleis & VandenBrink (F&V) staff is pleased to present this memorandum to the City Birmingham for your use evaluating the recommended traffic control signing for the intersection of Bennaville Avenue & Grant Street. This study was performed to determine what intersection traffic control measures (if any) should be provided at the study intersection.

The guidance regarding regulatory traffic measures is provided in the *Michigan Manual of Uniform Traffic Control Devices (MMUTCD)* Section 2B.04 and 2B.06. Additional information is provided in the American Association of State Highway and Transportation Officials (AASHTO) *Geometric Design of Highway and Streets (Green Book)*. F&V referenced the *MMUTCD* and additional documents to evaluate the existing intersection conditions and develop a recommendation. The results of the analysis and the recommendations are included herein.

## INTERSECTION CONTROL ANALYSIS

The study intersection of Bennaville Avenue & Grant Street is a three-leg intersection with no traffic control measures on any approaches. The intersection location and geometry is shown in the attached exhibit. A neighborhood resident has requested that traffic control measures are considered at this intersection. Section 2B.06 of the *MMUTCD* provides the following set of criteria to evaluate in order to determine when the installation of a stop sign should be considered at an intersection.

*The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

### A. TRAFFIC VOLUMES

*The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day. Not met.*

The BPD collected traffic volume data in 2016 along Bennaville Avenue, with a maximum of 351 vehicles per day. There were no traffic volumes available on Grant Street; however, the volumes are less than those required to meet the minimum traffic volumes criteria at this intersection.

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F: 248.536.0079  
www.fveng.com

## B. SIGHT DISTANCE

*A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway. Met.*

F&V conducted an evaluation of the corner clearance for the intersection of Bennaville Avenue & Grant Street and compared existing conditions to the requirements for corner clearance outlined in the AASHTO *Green Book*.

The intersection sight distance evaluation was completed assuming an 85<sup>th</sup> percentile speed of 25 mph for both approaches and the sight distance triangles are shown on the attached figure. The evaluation indicates that the study intersection of Bennaville Avenue & Grant Street has the necessary intersection corner clearance provided that there are no vehicles parked within 50 feet of the intersection. Since there are no parking restrictions on Grant Street it is feasible that a vehicle would be parked within the sight triangle.

## C. CRASH HISTORY

*Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway. Not met.*

A crash analysis was performed for the study intersection using the most recent 3-years of available data. The results of the analysis showed there were two crashes in the vicinity of the study intersection within the last 3 years. The crashes occurred in 2016 and 2018 and both were related to on-street parking. Neither of the two crashes were of a type that could be corrected with signage at the intersection, therefore this criteria is not met.

## SUMMARY

The results of the analysis show stop control on Bennaville Avenue is warranted. The analysis results are summarized below.

Stop Sign Criterion (MMUTCD Section 2B.06)		Met?
A. Traffic Volumes	<i>The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day.</i>	No
B. Sight Distance	<i>A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.</i>	Yes
C. Crashes	<i>Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.</i>	No
Stop Control Recommended		Yes

## RECOMMENDATIONS

1. Based on the results of this study, Minor Street Stop Control is **warranted based on limited sight distance** at the intersection of Bennaville Avenue & Grant Street.
2. If parking is restricted on Grant Street within 50-ft of the intersection, the approach would *not* meet the criterion for stop control.

If you have any questions or concerns regarding this engineering analysis, please contact our office.

KAT:jmk



Grant & Bennaville



Legend  
Obstruction  
Sight Distance

Google Earth

# MEMO

VIA EMAIL

**To:** Cmdr. Scott Grewe, Operations Commander  
Birmingham Police

**From:** Julie M. Kroll, PE, PTOE  
Fleis & VandenBrink Engineering

**Date:** January 31, 2020

**Re:** **Bennaville Ave. & Edgewood Rd. Traffic Control Evaluation**

Fleis & VandenBrink (F&V) staff is pleased to present this memorandum to the City Birmingham for your use evaluating the recommended traffic control signing for the intersection of Bennaville Avenue & Edgewood Road. This study was performed to determine what intersection traffic control measures (if any) should be provided at the study intersection.

The guidance regarding regulatory traffic measures is provided in the *Michigan Manual of Uniform Traffic Control Devices (MMUTCD)* Sections 2B.04 and 2B.06. Additional information is provided in the American Association of State Highway and Transportation Officials (AASHTO) *Geometric Design of Highway and Streets (Green Book)*. F&V referenced the *MMUTCD* and additional documents to evaluate the existing intersection conditions and develop a recommendation. The results of the analysis and the recommendations are included herein.

## INTERSECTION CONTROL ANALYSIS

The study intersection of Bennaville Avenue & Edgewood Road is a three-leg intersection with no traffic control measures on any approaches. The intersection location and geometry is shown on the attached exhibit. A neighborhood resident has requested that traffic control measures are considered at this intersection. Section 2B.06 of the *MMUTCD* provides the following set of criteria to evaluate in order to determine when the installation of a stop sign should be considered at an intersection.

*The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

### A. TRAFFIC VOLUMES

*The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day. Not met.*

The BPD collected traffic volume data in 2019 along Edgewood Road, with a maximum of 848 vehicles per day. The volumes provided for Bennaville Avenue were collected by BPD in 2016, with a maximum of 351 vehicles per day. Therefore, the traffic volumes fall well below the given thresholds.

**27725 Stansbury Boulevard, Suite 195**  
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[www.fveng.com](http://www.fveng.com)

## B. SIGHT DISTANCE

*A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway. Met.*

F&V conducted an evaluation of the corner clearance for the intersection of Bennaville Avenue & Edgewood Road and compared existing conditions to the requirements for corner clearance outlined in the AASHTO *Green Book*.

The intersection sight distance evaluation was completed assuming an 85<sup>th</sup> percentile speed of 25 mph for both approaches and the sight distance triangles are shown on the attached figure. The evaluation indicates that the study intersection of Bennaville Avenue and Edgewood Road has the necessary intersection corner clearance provided there are no vehicles parked within 50 feet of the intersection. Since there are no parking restrictions on Edgewood Road it is feasible that a vehicle would be parked within the sight triangle.

## C. CRASH HISTORY

*Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway. Not met.*

The Birmingham Police Department (BPD) performed a crash analysis for the study intersection using the 3-years of available data. The results of the analysis showed there are no crashes at the study intersection within the last 3 years.

## SUMMARY

The results of the analysis show stop control on Bennaville Avenue is warranted. The analysis results are summarized below.

Stop Sign Criterion (MMUTCD Section 2B.06)		Met?
A. Traffic Volumes	<i>The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day.</i>	No
B. Sight Distance	<i>A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.</i>	Yes
C. Crashes	<i>Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.</i>	No
Stop Control Recommended		Yes

## RECOMMENDATIONS

1. Based on the results of this study, Minor Street Stop Control is **warranted based on limited sight distance** at the intersection of Bennaville Avenue & Edgewood Road.
2. If parking is restricted on Edgewood Road within 50-ft of the intersection, the approach would *not* meet the criterion for stop control.

If you have any questions or concerns regarding this engineering analysis, please contact our office.

KAT:jmk



# Edgewood & Bennaville

## Legend

- Obstruction
- Sight Distance

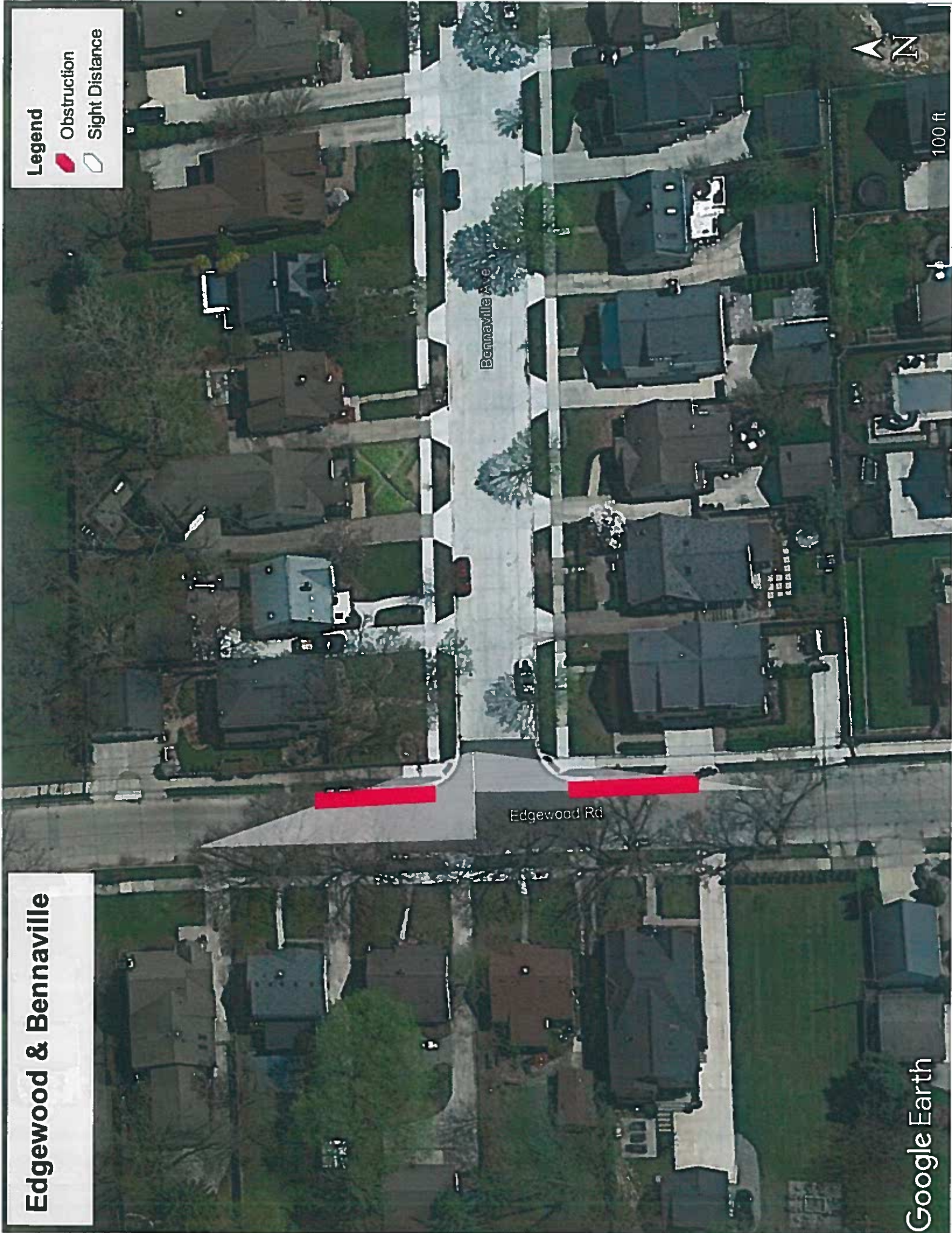
Google Earth



100 ft

Bennaville Ave

Edgewood Rd



noted that flashing lights to indicate a pedestrian was in the crosswalk is consistently very effective, and may be worth considering for this intersection.

Ms. Kroll said the City could consider implementing some of the inroad pedestrian improvements that MDOT is now recommending, which she said could be done inexpensively and immediately. Ms. Kroll said she could return to the MMTB for their March 5, 2020 meeting with recommendations for interim mitigation options. She continued that even though those improvements could help, undertaking the RSA would still be prudent in order to determine the underlying issue in the intersection and to implement a more lasting resolution.

In reply to Dr. Schafer, Mr. Peard said there are no signs to indicate to vehicles coming from the west that they are approaching a school.

Dr. Schafer said putting in such signage could improve the safety in the intersection and the area. She said she would like to see an intermediate option between a stop sign and an RSA that could improve the safety of the intersection. Dr. Schafer explained that a stop sign seemed inappropriate, while an RSA seemed like it could be in excess.

Vice-Chairman Edwards recommended the Board vote on the present motion and then continue their conversation.

**Motion failed, 3-3.**

VOICE VOTE

Yeas: Folberg, White, Zane

Nays: Edwards, Peard, Schafer

**Motion by Ms. Edwards**

**Seconded by Dr. Schafer to not install a multi-way stop sign at the Glenhurst and Oak intersection at this time.**

**Motion carried, 6-0.**

VOICE VOTE

Yeas: Edwards, Schafer, Peard, Folberg, White, Zane

Nays: None

The MMTB requested that Ms. Kroll return to their next meeting with recommendations for signage that would alert vehicles to the existence of the crosswalk and recommendations for ways to mitigate the pedestrian safety concerns in the area.

**b. Bennaville & Edgewood and Bennaville & Grant**

Police Commander Grewe recommended the Board considered these stop signs together as one item, and the Board accepted.

Police Commander Grewe reviewed the information provided in the agenda packet regarding these two intersections for the Board.



Seeing no Board discussion, Vice-Chairwoman Edwards invited a motion.<sup>1</sup>

**Motion by Ms. Folberg**

**Seconded by Mr. Zane to follow F&V's recommendations to install stop signs at Bennaville and Edgewood and Bennaville and Grant.**

**Motion carried, 6-0.**

VOICE VOTE

Yeas: Folberg, Zane, Edwards, Schafer, Peard, White

Nays: None

#### **6. Bicycle Parking in Public Parking Decks**

Planning Director Ecker presented the item to the MMTB.

In reply to a question from Ms. Folberg, Planning Director Ecker said that as more cycling amenities have been installed around the City, cyclists' use of those amenities has been increasing. She said she could not state the exact demand, but that the Planning Department's recommendation would be to start small with any of these solutions and then build from there as demand is determined.

**Motion by Mr. Zane**

**Seconded by Mr. Peard to direct City Staff to research and subsequently present recommended bike parking solutions for each of the City's five municipal parking structures.**

**Motion carried, 6-0.**

VOICE VOTE

Yeas: Zane, Peard, Folberg, Edwards, Schafer, White

Nays: None

In reply to a question from Mr. Zane, Planning Director Ecker said she could look into how Ann Arbor prices access to similar cycling amenities and report back to the Board.

#### **7. Meeting Open to the Public for items not on the Agenda**

#### **8. Miscellaneous Communications**

Ms. Folberg said she would like to see the Board revisit the topic of reducing the width of finished streets that are being repaired.

Planning Director Ecker noted the draft master plan touches on street width, and suggested the Board wait at least six months to see what the final master plan recommends before trying to

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<sup>1</sup> The MMTB requested this clarification requested be added at the March 5, 2020 MMTB meeting.



## MEMORANDUM

Planning Division

**DATE:** May 14<sup>th</sup>, 2020  
**TO:** Joseph A. Valentine, City Manager  
**FROM:** Nicholas Dupuis, City Planner  
**APPROVED:** Jana Ecker, Planning Director  
**SUBJECT:** Revisions to the Sign Ordinance Involving Canopy Signs

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### INTRODUCTION:

As commercial signage has evolved and diversified in tandem with the varying needs of business owners, the City of Birmingham has taken special care to define and regulate signage for the purpose of reducing visual clutter that is unsightly, confusing and distracting, preserving architectural character of buildings and streetscapes, promoting the use of creative and appropriate signage which will enhance the economic viability of the City, and ensuring the health, safety and welfare of the residents of the City by prohibiting signage that creates a traffic hazard or otherwise adversely impacts public safety.

The City of Birmingham has a wide variety of architecture, which often includes the use of canopies and awnings either for pedestrian shelter, decoration, or both. The Sign Ordinance has not evolved to match the varying styles of canopies and/or awnings.

### BACKGROUND:

The canopy sign discussion was first brought to the Design Review Board on February 19<sup>th</sup>, 2020. The Design Review Board requested revisions that were then presented on March 4<sup>th</sup>, and finally April 15<sup>th</sup> where the Board recommended approval to the City Commission.

The Planning Division and Design Review Board would like to update the City's approach to canopy signs to differentiate approaches to canopy or awning design. As it is currently written (and graphically displayed in the ordinance), the definition and subsequent regulations seem to apply to standard angled awnings (either fabric or rigid) that contain a true valence. However, awning/canopy design has varied, and has often reacted to trends in architecture and building design.

In the City of Birmingham, these trends have taken form in many ways to include more than just typical awnings. Decorative and functional canopies, traditional canopies, marquee-styled canopies, and more cantilevered and modern style canopies are all present in the City. This has created a gap in the Sign Ordinance for those with canopies (not awnings) to be able to place signage upon them due to the lack of a true valence, at least as the City's Sign Ordinance defines it.

#### LEGAL REVIEW:

The City Attorney has reviewed the proposed Sign Ordinance amendments and has no concerns at this time.

#### FISCAL IMPACT:

The proposed Sign Ordinance amendments will have no fiscal impact on the City.

#### PUBLIC COMMUNICATIONS:

The proposed Sign Ordinance amendments were discussed at three public meetings with the Design Review Board in 2020: February 19<sup>th</sup>, March 4<sup>th</sup>, and April 15<sup>th</sup>. No public comment was received during the meetings, and no additional public comments were received elsewhere.

#### SUMMARY:

The Planning Division is seeking approval from the City Commission to amend the Sign Ordinance to amend Articles 1 and 3 of the Sign Ordinance to adjust the definition of canopy sign and canopy valence, add definitions for canopy, awning, awning sign, awning valence, and awning shed, and to amend the Permanent Business Sign Standards and Table B.

#### ATTACHMENTS:

- Staff Report & Research
- Design Review Board Meeting Minutes

#### SUGGESTED RESOLUTION:

To approve the following amendments to the Sign Ordinance, Chapter 86 of the City Code:

1. Article 1, section 1.05, Permanent Business Signs and Broadcast Media Device Standards, to amend canopy signs and add awning signs;
2. Article 1, Table B, Business Sign Standards, to amend the sign types and subsequent standards for canopy signs, and to add awning signs; and
3. Article 9, Section 9.02, Definitions, to add definitions for awning, awning sign, awning valence, awning shed and canopy, and to amend the Permanent Business Sign Standards and Table B.

CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE SIGN ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 1, SECTION 1.05, PERMANENT BUSINESS SIGN AND BROADCAST MEDIA DEVICE STANDARDS, TO AMEND CANOPY SIGNS AND ADD AWNING SIGNS.

**1.05 Permanent Business Sign and Broadcast Media Device Standards**

This Permanent Business Sign and Broadcast Media Standards section applies to the following districts:

PP O1 O2 B1 B2 B2B B2C B3 B4

The following permanent business sign and broadcast media device standards apply:

**A. Awning Signs.**

1. **See Table B for specific requirements.**
2. **Materials:** The awning shall be constructed of a durable fabric or metal over a triangulated or curved metal frame and maintained to continue its original appearance and provide proper safety to the persons and property it may affect.
3. **Design:** Awnings shall be open on the underside, and may be open or closed on the sides. Awnings shall be designed to a shape and scale that shall relate to that of the building architecture and features.
4. **Location:** Awnings are not permitted above the first floor. Building faces with multiple tenants and/or window/doors shall coordinate awning design and integrate one awning per window, rather than a single awning spanning multiple windows/doors.
5. **Height:** Awnings may not extend from the wall at a height of less than 8 feet above a public right-of-way.
6. **Signs:** Awning signs shall be placed on the awning valance only. Awning signs placed on the awning shed are not permitted.

**B. Broadcast Media Devices.**

1. See Table B for specific requirements.

**C. Canopy Signs.**

1. See Table B for specific requirements.
2. **Materials:** The canopy shall be constructed of durable material, maintained to continue its original appearance and provide proper safety to the persons and property it may affect.

3. Design: Canopies shall be compatible with the architectural integrity of the building to which it is attached. **Canopies may be bracket mounted, cable-stay mounted, cantilevered, or attached in a similar rigid fashion.**
4. Location: Canopy signs are not permitted above the first floor.
5. Height: Canopies may not extend from the wall at a height of less than 8 feet above a public right-of-way.
6. **Signs: Canopy signs shall be placed on the canopy valence or on the top of the canopy only, but not both. Canopy signs placed on the top of the canopy shall conform to the same height and area requirements as signs placed on the canopy valence.**

**D. Ground Signs.**

1. ....(no changes)

ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2020 to become effective upon publication.

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Pierre Boutros, Mayor

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Alexandria Bingham, City Clerk Designee

CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE SIGN ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 1, TABLE B, PERMANENT BUSINESS SIGN STANDARDS, TO AMEND THE SIGN TYPES AND SUBSEQUENT STANDARDS FOR CANOPY SIGNS, AND TO ADD AWNING SIGNS.

<b>TABLE B: PERMANENT BUSINESS SIGN STANDARDS</b>					
<b>Type of Sign</b>	<b>Permit Required</b>	<b>Maximum Area</b>	<b>Maximum Height</b>	<b>Illumination (see also Section 1.03)</b>	<b>Maximum Number</b>
<b>Awning Signs</b>	<b>Yes</b>	<b>No more than 0.33 square feet for each linear foot of awning length of the awning upon which the sign will be placed.</b>	<b>The awning valence shall not be more than 9 inches in height. Signs may not extend beyond the height of the awning valence.</b>  <b>Awnings may not extend from the wall at a height of less than 8 feet above a public right-of-way.</b>	<b>Non-Historic District: Permitted.</b>  <b>Historic District: Only halo type backlighting or architecturally compatible exterior light fixtures.</b>	<b>One per awning.</b>  <b>Limited by Combined Sign Area.</b>
<b>Canopy Signs</b>	<b>Yes</b>	<b>No more than 33% of canopy valence area.</b>  <b>No more than 0.33 square feet for each linear foot of canopy length of the canopy upon which the sign will be placed.</b>	<b>The canopy valence shall not be more than 18 inches in height. Signs may not extend beyond the height of the canopy valence.</b>  <b>Canopies may not extend from the wall at a height of less than 8 feet above a public right-of-way.</b>	<b>Not Permitted.</b>  <b>Non-Historic District: Permitted.</b>  <b>Historic District: Only halo type backlighting or architecturally compatible exterior light fixtures.</b>	<b>N/A</b>  <b>One per canopy.</b>  <b>Limited by Combined Sign Area.</b>

ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2020 to become effective upon publication.

\_\_\_\_\_  
Pierre Boutros, Mayor

\_\_\_\_\_  
Alexandria Bingham, City Clerk Designee

CITY OF BIRMINGHAM

ORDINANCE NO. \_\_\_\_\_

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE SIGN ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 3, SECTION 3.02, DEFINITIONS, TO AMEND THE LIST OF DEFINITIONS TO INCLUDE NEW DEFINITIONS FOR AWNING, AWNING VALENCE, AWNING SHED, CANOPY, AND CANOPY VALENCE.

**3.02 Definitions**

**Awning: A fabric or metal covered structure mounted on the face of a building above a window, entrance, or storefront opening, providing weather and/or sun protection.**

**Awning Shed: The sloped face of an awning, extending from the attachment point on the building to the valance.**

Awning Sign: ~~See Canopy Sign~~ **A sign attached to an awning. See Awning Valence.**

**Awning Valance: The vertical front face of an awning, parallel to the face of the building to which it is mounted. Also referred to as a skirt or apron.**

**Canopy: An architectural structure made of permanent materials, mounted on the face of a building above a window, entrance, or storefront opening, providing weather and/or sun protection.**

Canopy Sign: A sign attached to or hung from a marquee, ~~mansard~~, canopy or other structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line. See Canopy Valance.

Canopy Valance: ~~That portion of a canopy consisting of short strips or bands of material hung at the lower edge of the canopy.~~ **The vertical front face of a canopy parallel to the face of the building to which it is mounted.**

ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2020 to become effective upon publication.

\_\_\_\_\_  
Pierre Boutros, Mayor

\_\_\_\_\_  
Alexandria Bingham, City Clerk Designee

**DATE:** March 18<sup>th</sup>, 2020

**TO:** Design Review Board

**FROM:** Nicholas Dupuis, City Planner

**SUBJECT:** Canopy Signs – Study Session #3

The City of Birmingham currently defines canopy sign as “a sign attached to or hung from a marquee, mansard, canopy or other structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line.” Additionally, the amount of canopy signage permitted is based on the size of the canopy valence, which is defined as “that portion of a canopy consisting of short strips or bands of material hung at the lower edge of the canopy.” Elements of Birmingham’s canopy sign definition can be found in other cities, which offer a wide variety of approaches to canopy signage (see attached chart for various definitions).

At this time, the Planning Division would like to update the City’s approach to canopy signs to differentiate approaches to canopy or awning design. As it is currently written (and graphically displayed in the ordinance), the definition and subsequent regulations seem to apply to standard angled *awnings* (either fabric or rigid) that contain a true valence. However, awning/canopy design has varied, and has often reacted to trends in architecture and building design.





In the City of Birmingham, these trends have taken form in many ways to include more than just typical awnings. Decorative and functional canopies, traditional canopies, marquee-styled canopies, and more cantilevered and modern style canopies are all present in the City. This has created a gap in the Sign Ordinance for those with canopies (not awnings) to be able to place signage upon them due to the lack of a true valence, at least as the City's Sign Ordinance defines it.



The signage issue that is perceived with canopies (i.e. canopies that do not have a clear valence area as defined by the Sign Ordinance) is that many canopy designs have "valence areas" that are greater than 9 inches in height, which would disqualify an applicant from using that area for signage. Although the "valence area" for canopy signs can intuitively be assigned to the "flat" or "parallel" area of the canopy, the City's definition of canopy valence does not accurately describe these areas on canopies as it would with *awnings*. Additionally, some canopies in the City currently (and some recent proposals) contain signage *on top* of the "valence area" of canopies, which seems to side step the intent of placing a limit on canopy valence height in the first place.

Furthermore, considering these signs as name letter signs or wall signs instead to "avoid" the canopy sign restrictions often proves unfruitful or inappropriate, as name letter and wall signs must be placed in the buildings sign band. Canopies and/or canopy valences are often lower than the sign band due to the nature of their function.

Thus, the Planning Division proposes a minor change to the Sign Ordinance to attempt to address some of the perceived issues to differentiate between awnings and canopies, and thus, awning and canopy signage that is considered across the City. The attached ordinance amendments

propose a change in the City's current definitions, permanent business sign standards, and Table B: Permanent Business Sign Standards.

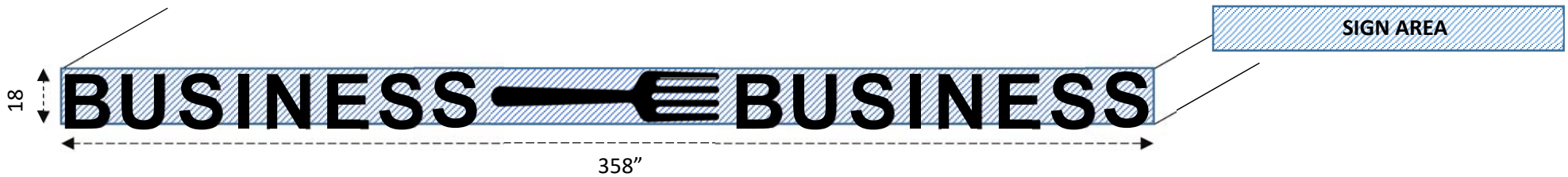
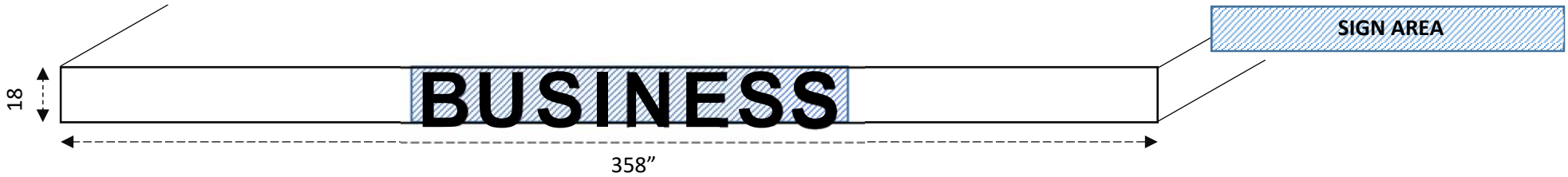
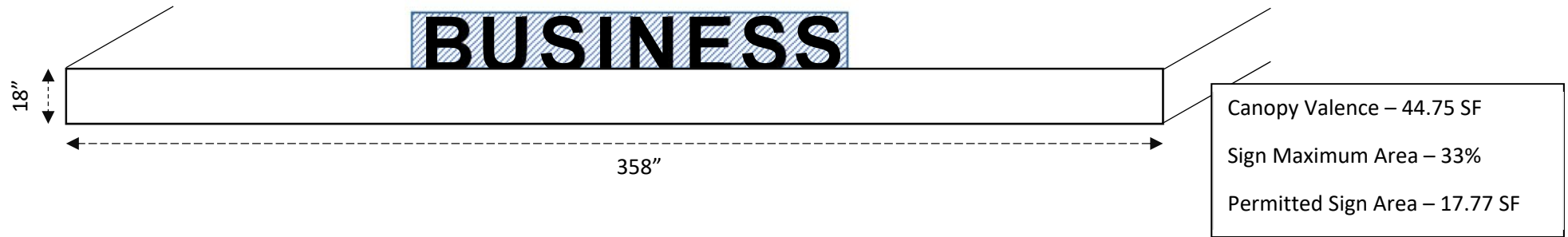
**Suggested Action:**

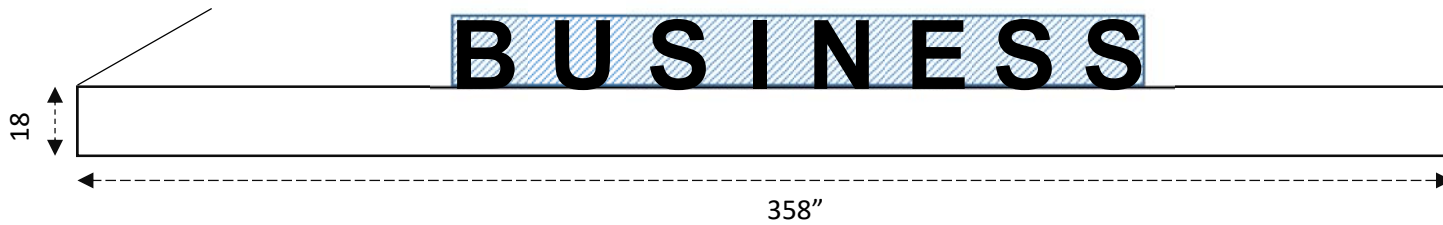
To recommend approval to the City Commission the proposed amendments to Articles 1 and 3 of the Sign Ordinance to adjust the definition of canopy sign and canopy valence, add definitions for canopy, awning, awning sign, awning valence, and awning shed, and to amend the Permanent Business Sign Standards and Table B.

<a href="#">Birmingham</a>	<p><b>Canopy Sign:</b> A sign attached to or hung from a marquee, mansard, canopy or other structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line. See Canopy Valance.</p> <p><b>Canopy Valance:</b> That portion of a canopy consisting of short strips or bands of material hung at the lower edge of the canopy.</p>
<a href="#">Royal Oak</a>	<p><b>Awning:</b> An ornamental overhanging structure or frame covered with cloth or metal or other material, designed to provide shelter from sunlight or the elements, and which structure or frame is affixed to an exterior wall of a building in such a manner that the structure or frame may be raised or retracted to a position against the building or retracted so as to be within a container or device for storage.</p> <p><b>Canopy:</b> A permanent ornamental overhanging structure or frame, covered with canvas, cloth or other material, affixed to and extending from the exterior wall of a building, designed to provide shelter from sunlight or the elements.</p>
<a href="#">Rochester Hills</a>	<p><b>Awning End Cap Sign:</b> A pedestrian-oriented sign that is applied to the vertical portion of an awning that projects perpendicular to the building.</p>
<a href="#">Berkely</a>	<p><b>Awning Sign:</b> Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area.</p>
<a href="#">Southfield</a>	<p><b>Awning Sign:</b> A shelter projecting from and supported by an exterior wall of a building, covered with fabric or vinyl on supporting framework, upon which a sign is directly applied.</p>
<a href="#">Hazel Park</a>	<p><b>Awning:</b> A roof-like structure made of canvas or similar materials, stretched over a frame and attached to a wall of a building (aka canopy) that may or may not include a sign.</p> <p><b>Canopy:</b> a permanent roof-like shelter extending from part of or all of a building face over a public access area (aka awning). Canopies can be constructed of cloth, metal, wood, or other materials.</p>
<a href="#">Clawson</a>	<p><b>Awning:</b> A roof-like structure made of canvas or similar materials, stretched over a frame and attached to a wall of a building (aka canopy) that may or may not include a sign.</p> <p><b>Canopy:</b> A permanent roof-like shelter extending from part of or all of a building face over a public access area (aka awning). Canopies can be constructed of cloth, metal, wood, or other materials.</p>
<a href="#">Pontiac</a>	<p><b>Awning:</b> A retractable or fixed shelter projecting from and supported by the exterior wall of a building constructed of nonrigid materials on a supporting framework.</p> <p><b>Canopy:</b> A permanent roof-like shelter that extends from part or all of a building face and is constructed of non-rigid material, except for the supporting framework.</p>

	<p><b>Awning or Canopy Sign:</b> A sign painted on, printed on, or attached flat against the surface of an awning or canopy.</p> <p><b>Marquee Sign:</b> A display sign attached to or hung from a marquee, canopy or other structure projecting from and supported by the building and extending beyond the building wall, building line or street lot line.</p>
<a href="#">Farmington</a>	<p><b>Awning Sign:</b> A sign affixed flat against the surface of an awning. An awning is a retractable or fixed shelter constructed of nonrigid materials on a supporting framework that projects from the exterior wall of a building.</p> <p><b>Canopy Sign:</b> A sign affixed flat against the surface of a canopy. A canopy is a fixed shelter constructed of rigid materials on a supporting framework that projects from the exterior wall of a building. A canopy may also be a freestanding structure over gas station pump islands.</p>
<a href="#">Grosse Pointe</a>	<p><b>Canopy:</b> A suspended covering, often movable, placed above a door, window, or other entranceway. Canopies can be constructed of cloth, metal, wood, or other materials.</p> <p><b>Marquee sign:</b> A sign attached to or hung from a marquee, canopy or other covered structure projecting from and supported by the building.</p>
<a href="#">Grand Rapids</a>	<p><b>Awning Sign:</b> A sign affixed flat against the surface of an awning.</p> <p><b>Canopy Sign:</b> Any sign that is part of or attached to a canopy over a door, entrance, window, or outdoor service area. "Canopy" is not included in the meaning of the terms marquee or awning.</p>
<a href="#">South Lyon</a>	<p><b>Awning or canopy sign:</b> A non-rigid fabric marquee or awning-type structure which is attached to the building by supporting framework, which includes a business identification message, symbol and/or logo.</p>
<a href="#">Marquette</a>	<p><b>Awning:</b> An architectural projection or shelter projecting from and supported by the exterior wall of a building and composed of a covering of rigid or non-rigid materials and/or fabric on a supporting framework that may be either permanent or retractable.</p> <p><b>Awning Sign:</b> A sign displayed on or attached flat against the surface or surfaces of an awning.</p> <p><b>Canopy (Attached):</b> A multi-sided overhead structure or architectural projection supported by attachment to a building on one or more sides and either cantilevered from such building or also supported by columns at additional points. The surface(s) and/or soffit of an attached canopy may be illuminated by means of internal or external sources of light. Similar to a Marquee.</p> <p><b>Canopy (Freestanding):</b> A multi-sided overhead structure supported by columns, but not enclosed by walls. The surface(s) and/or soffit of a freestanding canopy may be illuminated by means of internal or external sources of light.</p> <p><b>Canopy Sign:</b> A sign affixed to the visible surface(s) of an attached or freestanding canopy. May be internally or externally illuminated. Similar to a Marquee Sign.</p>

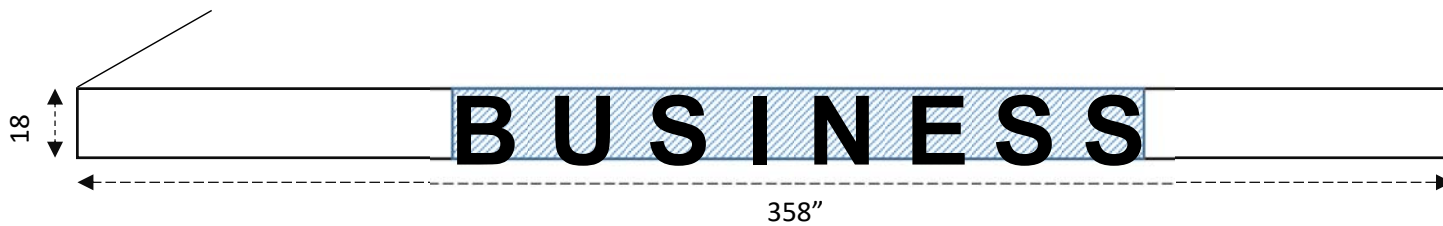
<a href="#">New Haven</a>	<p><b>Canopy Sign:</b> A sign attached to, painted or printed on a canopy, awning, marquee or other similar type of structure. All awnings which have backlighting shall constitute signs for purposes of this section.</p>
<a href="#">Grand Haven</a>	<p><b>Awning:</b> A retractable or fixed shelter constructed of non-rigid materials on a supporting framework that projects from the exterior wall of a building.</p> <p><b>Awning sign:</b> A sign affixed flat against the surface of an awning.</p> <p><b>Canopy:</b> A freestanding roof-like structure built on one (1) or more support posts, designed to offer protection from the weather.</p> <p><b>Canopy Sign:</b> A sign painted or attached directly to and parallel to the exterior face of a canopy roof and extending no greater than twelve (12) inches from the exterior face of the canopy to which it is attached.</p>
<a href="#">Plymouth</a>	<p><b>Awning Sign:</b> A sign which is printed or otherwise affixed to an awning which may be rolled or folded up against the wall to which it is attached.</p> <p><b>Canopy Sign:</b> A sign which is part of or located on a canopy or awning which is attached to the building or structure they are intended to serve. Canopy signs shall also include internally illuminated translucent fabric awnings or fabric canopies which advertise goods or services.</p>





Canopy Valence – 44.75 SF  
Sign Maximum Area – 0.5 SF/1 LF  
Permitted Sign Area – 22.38 SF

**SIGN AREA**









**DESIGN REVIEW BOARD**  
**MINUTES OF APRIL 15, 2020**

Held Remotely Via Zoom And Telephone Access

Minutes of the regular meeting of the Design Review Board ("DRB") held Wednesday, April 15, 2020. Chairman John Henke called the meeting to order at 7:54 p.m.

**1) ROLL CALL**

**Present:** Chairman John Henke; Vice-Chairman Keith Deyer; Board Members Gigi Debbrecht, Natalia Dukas, Patricia Lang, Joseph Mercurio, Michael Willoughby

**Absent:** Alternate Board Member Alexander Jerome

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

Chairman Henke thanked everyone for joining the virtual meeting and reviewed protocol for virtual meetings.

**04-29-20**

**2) Approval Of Minutes**

**Motion by Mr. Deyer**

**Seconded by Ms. Dukas to approve the DRB Minutes of March 4, 2020 as submitted.**

**Motion carried, 7-0.**

VOICE VOTE

Yeas: Deyer, Dukas, Henke, Lang, Mercurio, Willoughby, Debbrecht

Nays: None

**04-30-20**

**3) Public Hearing**

None.

**04-31-20**

**4) Design Review**

**A. 400 S. Old Woodward – The Forefront**

City Planner Dupuis and Nichole McNamara, architect, reviewed the item. Ms. McNamara outlined all proposed changes to the building for the Board members.

City Planner Dupuis confirmed for Chairman Henke that the DRB could approve the plans with conditions should they see fit.

**Motion by Mr. Willoughby**

**Seconded by Ms. Lang to approve the Design Review application for 400 S. Old Woodward with the following conditions: 1. The applicant must revise the plans to show all 1-bedroom units at a minimum of 600 sq. ft. in floor area, or obtain a variance from the Board of Zoning Appeals. 2. The applicant must submit site plans showing 38 off-street parking spaces, or obtain a variance from the Board of Zoning Appeals.**

Mr. Barbat explained that they are considering two different options for car lift logistics: either neighbors would leave their keys in their cars, since the garage is secured, so cars can be moved by other neighbors if need be, or the building would bring on a full-time valet to coordinate parking. He emphasized that it is in the building's best interest to make it as user friendly as possible so as not to inconvenience residents at all.

Ms. McNamara added that the applicant considered looking for more parking nearby or seeking a variance for less parking, but that ultimately the applicant decided it was in the residents' and the larger community's best interest for sufficient parking to be provided on-site.

**Motion carried, 7-0.**

**VOICE VOTE**

Yeas: Willoughby, Lang, Mercurio, Debbrecht, Deyer, Dukas, Henke

Nays: None

Don Amalfitano explained he is part of the operating entity of 294 E. Brown, and that they are concerned that residents of 400 S. Old Woodward will seek parking in 294 E. Brown's lot. Mr. Amalfitano asked that the applicant consider telling residents during the onboarding process that they will be towed if they park in 294 E. Brown's lot.

Mr. Barbat said he fully understood Mr. Amalfitano's concern and that he would work with him to make sure no parking conflicts arise.

**04-32-20**

**5) Sign Review**

None.

**04-33-20**

**6) Study Session**

**A. Canopy Signs**

City Planner Dupuis reviewed the item.

**Motion by Mr. Willoughby**

**Seconded by Mr. Mercurio to recommend approval to the City Commission the proposed amendments to Articles 1 and 3 of the Sign Ordinance to adjust the definition of canopy sign and canopy valence, add definitions for canopy, awning, awning sign, awning valence, and awning shed, and to amend the Permanent Business Sign Standards and Table B.**

**Motion carried, 7-0.**

**VOICE VOTE**

Yeas: Willoughby, Mercurio, Debbrecht, Deyer, Dukas, Henke, Lang

Nays: None

Members of the DRB commended City Planner Dupuis for his work on the definitions.

B. The Birmingham Plan (2040)

**04-34-20**

**7) Miscellaneous Business And Communications**

**A. Staff Reports**

**1. Administrative Sign Approvals**

**2. Administrative Approvals**

**3. Action List - 2020**

**04-35-20**

**Adjournment**

**Motion by Ms. Lang**

**Seconded by Mr. Willoughby to adjourn the DRB meeting of April 15, 2020 at 8:44 p.m.**

**Motion carried, 7-0.**

**VOICE VOTE**

Yeas: Lang, Willoughby, Debbrecht, Dukas, Deyer, Henke, Mercurio

Nays: None

Nicholas Dupuis  
City Planner

**DESIGN REVIEW BOARD**  
**MINUTES OF MARCH 4, 2020**  
Municipal Building Commission Room  
151 Martin, Birmingham, Michigan

Minutes of the regular meeting of the Design Review Board ("DRB") held Wednesday, March 4, 2020. Chairman John Henke called the meeting to order at 7:17 p.m.

**1) ROLL CALL**

**Present:** Chairman John Henke; Vice-Chairman Keith Deyer; Board Members Gigi Debbrecht, Natalia Dukas, Patricia Lang, Michael Willoughby

**Absent:** Board Members Joseph Mercurio; Alternate Board Member Alexander Jerome

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

**03-22-20**

**2) Approval Of Minutes**

Mr. Deyer asked that the minutes of the February 19, 2020 meeting be updated to accurately reflect his absence from said meeting.

**Motion by Mr. Willoughby**

**Seconded by Ms. Debbrecht to approve the DRB Minutes of February 19, 2020 as amended.**

**Motion carried, 6-0.**

VOICE VOTE

Yeas: Willoughby, Debbrecht, Deyer, Dukas, Henke, Lang

Nays: None

**03-23-20**

**3) Public Hearing**

None.

**03-24-20**

**4) Design Review**

A. 525 Merrill

City Planner Dupuis presented the item.

Kevin Biddison, architect, was present on behalf of the project. He explained that there was some damage in one corner of the roof, and that it was determined that it would cost as much or more to restore the roof as it would to rebuild it. Mr. Biddison stated that replacing the roof would also allow the top floor to have a bit more height; all other aspects of the building would remain as had been previously proposed.

**Motion by Mr. Willoughby**

**Seconded by Ms. Debbrecht to approve the design review application for 525 W. Merrill as proposed as it meets the requirements of Article 7, Section 7.08 of the Zoning Ordinance.**

**Motion carried, 6-0.**

VOICE VOTE

Yeas: Willoughby, Debbrecht, Deyer, Dukas, Henke, Lang

Nays: None

**03-25-20**

**5) Sign Review**

None.

**03-26-20**

**6) Study Session**

**A. Canopy Signs**

City Planner Dupuis reviewed the item and the updates to the proposed ordinance language regarding canopy signs.

Chairman Henke said only halo type backlighting should be allowed within the Historic District.

The DRB asked City Planner Dupuis to return with a proposal for alternate language for Article 1, Section 1.05(C)(3).

Mr. Willoughby suggested that the description of the canopy in Article 1, Section 1.05(C)(3) could read 'near flat, or not exceeding a pitch one in twelve'. He said there are some architectural examples of canopies that are not flat.

In reply to City Planner Dupuis, Chairman Henke said that the description of the canopy in Article 1, Section 1.05(C)(3) should not read 'shall be perpendicular' because the language would excessively limit possible canopy design.

Mr. Deyer said the DRB had previously agreed only permit awnings without side valences.

Chairman Henke said allowing awnings with side valences would be his preference.

City Planner Dupuis noted that signage would only be permitted on the front of canopies and awnings. He added that the proposed ordinance language allows for open or closed awnings.

There was consensus among the DRB members that the maximum area of the signs should be limited to .33 square feet per for each linear foot length of the awning or canopy upon which the sign would be placed.

B. The Birmingham Plan (2040)

**03-27-20**

## **7) Miscellaneous Business And Communications**

Mr. Deyer commented that he did not remember an approval for the high powered sconces outside of Market Square. He said that it might not be an issue since the business does not face any residences.

City Planner Dupuis noted Mr. Deyer's comment.

### **A. Staff Reports**

#### **1. Administrative Sign Approvals**

City Planner Dupuis explained that Blue Canary Confections on 14 Mile wanted to put up a sign that would say 'Chocolates, breads and pastries'. He asked the DRB members for their input.

They concurred that it would likely be in excess of their permitted signage based on the calculations in the sign ordinance.

#### **2. Administrative Approvals**

In reply to Mr. Deyer, City Planner Dupuis confirmed that if transom signage remained up at Community Yoga come final inspection he would advise them that it was in violation of the sign ordinance.

#### **3. Action List - 2020**

City Planner Dupuis provided the DRB members with the final draft of the 2020 Action List.

**03-28-20**

## **Adjournment**

No further business being evident, the board motioned to adjourn the meeting at 7:44 p.m.

Nicholas Dupuis  
City Planner

APPROVED

**DESIGN REVIEW BOARD**  
**MINUTES OF FEBRUARY 19, 2020**

Municipal Building Commission Room  
151 Martin, Birmingham, Michigan

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Minutes of the regular meeting of the Design Review Board ("DRB") held Wednesday, February 19, 2020. Chairman John Henke called the meeting to order at 7:27 p.m.

**1) ROLL CALL**

**Present:** Chairman John Henke; Board Members Gigi Debbrecht, Natalia Dukas, Patricia Lang, Michael Willoughby

**Absent:** Vice-Chairman Keith Deyer; Board Members Joseph Mercurio; Alternate Board Member Alexander Jerome

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

**02-15-20**

**2) Approval Of Minutes**

**Motion by Ms. Debbrecht**

**Seconded by Mr. Deyer to approve the DRB Minutes of February 5, 2020 as submitted.**

**Motion carried, 5-0.**

VOICE VOTE

Yeas: Debbrecht, Deyer, Henke, Lang, Willoughby

Nays: None

**02-16-20**

**3) Public Hearing**

None.

**02-17-20**

**4) Design Review**

None.

**02-18-20**

**5) Sign Review**



None.

**02-19-20**

**6) Study Session**

**A. Canopy Signs**

City Planner Dupuis reviewed the item. Chairman Henke commended City Planner Dupuis on the proposed revisions to the ordinance.

City Planner Dupuis asked the Board if he should include language in the Permanent Business Sign Standards that limits the size of a canopy sign in the absence of a valence. He stated one square foot per one linear foot of awning length could be one option, and asked for further input.

Upon the Board's recommendation, City Planner Dupuis said he would add to Table B, Permanent Business Sign Standards, in the Maximum Area section of both awnings and canopies that "if there is no valence area as defined in the definitions, then the sign shall not exceed one square foot per one linear foot of the canopy awning length that the sign will be placed on."

Chairman Henke said it could be awning length or width, depending on how it is calculated.

Mr. Willoughby asked why the Board would move to further limit the canopy signage when there are already restrictions on the amount of signage a business can have. He said that the proposed language would discourage businesses from having canopies with signage.

Chairman Henke understood Mr. Willoughby's concern, and said perhaps the proposed language should only apply to the canopies and not the awnings.

After further Board discussion, Chairman Henke suggested City Planner Dupuis consider language that states canopy signage is not to exceed one square foot per one linear foot of the canopy length that the signage will be on top of or on the face of. He suggested that City Planner Dupuis then test some of the extant canopy signs around Birmingham to see whether they would have been approved had this language been applied. He concluded by asking City Planner Dupuis to return with the updated language for one more DRB review before the language is passed on to the Planning Board for further consideration.

Chairman Henke invited public comment.

Rick Rattner, attorney, asked how these updates would affect the planned signage for his client The Daxton Hotel.

City Planner Dupuis stated that the new proposal would be that instead of 33% of the canopy valence area, the total square footage of a sign would be limited to one square foot per one linear foot of canopy length.

Mr. Willoughby clarified for Mr. Rattner that the language is still under consideration by the Board. He noted that if a canopy is ten linear feet set against a thirty foot wide building, the permitted signage would still only be ten square feet, which might prove to be prohibitively limiting. Mr. Willoughby said that it would be beneficial for City Planner Dupuis to consider two sets of language, one for signage on top of a canopy and one for signage on the face of a canopy.

City Planner Dupuis confirmed he would return to the Board with revised language and with a few mockups to see how the language would have changed signs around town had it been applied when the signs were being planned.

#### **B. The Birmingham Plan (2040)**

Chairman Henke stated that the only part of the draft master plan that relates to the DRB is a bit of discussion regarding where the residential neighborhoods meet commercial. He said that the rest of the draft largely does not relate to the DRB's charge since the draft focused on the neighborhoods.

City Planner Dupuis concurred, and said he still hoped to receive any Board feedback regarding the draft from Board members who wished to provide it.

**02-20-20**

### **7) Miscellaneous Business And Communications**

#### **A. Staff Reports**

##### **1. Administrative Sign Approvals**

##### **2. Administrative Approvals**

City Planner Dupuis asked the Board about removing the four brick piers located on the building at 33422 Woodward Avenue. He explained that they are in poor repair.

The Board discussed, and while Chairman Henke noted that lack of maintenance of part of a building does not justify modifying the building, he and the other Board members concurred that it would be a net positive to allow the building owner to take down the piers.

Ms. Dukas also noted that the piers had been used to create extra signage for the businesses, and that it would be more in line with City signage ordinance for those to be removed.

City Planner Dupuis said he would administratively approve the request based on the Board's direction.

City Planner Dupuis asked the Board to weigh in on whether an electrical conduit should be allowed to run between the signs of Leo's Coney Island and Spartan Wealth Management at 154 S. Old Woodward Ave. City Planner Dupuis had been advised by the site contractor that there was no ceiling access to get to the face of the building to drill new holes, which was the reason for the request.

Chairman Henke advised City Planner Dupuis to have the site contractor reach out to the building owner of 154 S. Old Woodward first. He also asked if the conduit could be dropped over the top where the windows are, or if it could come out of the floor of the second story.

Ms. Dukas and Ms. Debbrecht also commented that an electrical conduit would be unsightly.

City Planner Dupuis said he would direct the site contractor to exhaust all other reasonable options before pursuing an electrical conduit between the signs. City Planner Dupuis also said that if the site contractor insisted that the electrical conduit was the only option, that he would invite the site contractor to come before the DRB to explain why that would be the case.

### **3. Action List - 2020**

City Planner Dupuis asked the Board what items they would like to see added to their 2020 Action List.

Chairman Henke said he saw no need to add any additional items to the 2020 Action List at this time. He said that DRB assignments from the City were welcome.

Ms. Debbrecht agreed with Chairman Henke's assessment.

**02-21-20**

### **Adjournment**

No further business being evident, the board motioned to adjourn the meeting at 7:57 p.m.

Nicholas Dupuis  
City Planner

**DATE:** May 1, 2020

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

**FROM:** Brooks Cowan, City Planner

**APPROVED:** Jana Ecker, Planning Director

**SUBJECT:** Public Utility Art Projects

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**INTRODUCTION:**

On April 15<sup>th</sup>, 2020, the Public Arts Board motioned to recommend to City Commission that the electrical box on North Old Woodward at Hamilton Avenue be painted as a 16 set crayon box with a crayon sharpener, and that the USB charging stations throughout downtown be painted as USB thumb drives.

**BACKGROUND:**

On May 22<sup>nd</sup>, 2019, the City Commission approved a recommendation from the Public Arts Board to paint the electrical box at S. Old Woodward and Merrill Street as a popcorn box and directed the Public Arts Board to evaluate ways the City can enhance its terminating vistas as identified in the 2016 Downtown Plan. The Public Arts Board has studied the City's terminating vistas and is preparing a report of recommendations to present to the City Commission. Painting electrical boxes with a pop art theme is one idea.

At this time, the Board seeks approval for the painting of one electrical box and nearby charging stations to provide inspiration at this difficult time. The Board determined not all electrical boxes would be painted with themes that were contextual with the surrounding buildings. The PAB selected a crayon box for the next design, based on the pop art theme. The Public Arts Board feels that the crayon box design stands out and adds a touch of whimsy and color to downtown.

The Public Arts Board also discussed the USB charging stations located beside a number of benches throughout downtown. The Board feels as though these charging stations are underutilized and that pedestrians may not know the purpose of the green columns that contain the charging points. In order to bring more attention to these useful utilities, the Public Arts Board recommends that they be painted as USB thumb drives. Illustration examples are provided below. After much consideration, the Public Arts Board voted on August 21, 2019 to recommend approval for the painting of two electrical boxes, and the nearby charging stations.

On September 18, 2019, the Public Arts Board recommended approval for the crayon box design at N. Old Woodward and Hamilton. After further discussion, on February 19, 2020, the Public Arts Board ultimately determined that painting one electrical box in the summer of 2020 is a reasonable timeline. At this time, the Public Arts Board also recommends the painting of the charging stations adjacent to the bench at N. Old Woodward and Hamilton, near the proposed crayon box utility box art.

**LEGAL REVIEW:**

No comments from the City Attorney.

**FISCAL IMPACT:**

Fiscal impact will be a maximum \$500 for materials such as paint, paintbrushes and staging material to be billed to account # 101-299.000-811.0000.

**PUBLIC NOTIFICATION:**

An email notifying all businesses on N. Old Woodward from Maple to Oakland was sent to advise of the proposed utility box and charging station painting, and to solicit comments. Email addresses were obtained from the Birmingham Shopping District's tenant contact list.

**SUMMARY:**

The Public Arts Board recommends the electrical box in the planter on the west sidewalk of N. Old Woodward at the intersection of Hamilton Row be painted as a crayon box and the two USB charging stations beside it be painted as thumb drives as proposed in the attached illustrations. Painting is proposed to be completed and donated by local artist and Public Arts Board member Anne Ritchie and local artist John Ritchie.

**ATTACHMENTS:**

- Crayon box illustration
- USB charging station illustration
- Public Arts Board memos and Public Arts Board minutes

**SUGGESTED RESOLUTION:**

To recommend the electrical box in the planter on the west sidewalk of N. Old Woodward at the intersection of Hamilton Row be painted as a crayon box by local artist and Public Arts Board member Anne Ritchie and local artist John Ritchie, and the two USB charging stations on the north and south side of the subject electrical box be painted as thumb drives. Cost for supplies in an amount not to exceed \$500, to be charged to account #101.299-000-811.0000.







## MEMORANDUM

Planning Division

**DATE:** April 15<sup>th</sup>, 2020

**TO:** Public Arts Board Members

**FROM:** Brooks Cowan, City Planner

**APPROVED:** Jana Ecker, Planning Director

**SUBJECT:** Electrical Box at N. Old Woodward

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On May 22, 2019, the City Commission approved a recommendation from the Public Arts Board to have the electrical box at S. Old Woodward painted as a popcorn box. The design was approved along with the condition that the Public Arts Board examine possible ways to enhance other Terminating Vista throughout the City through the use of public art.

The Public Arts Board has since held multiple discussions regarding Terminating Vistas and made multiple recommendations. A portion of the discussions involved what to do about the multiple electrical boxes located in the right-of-way throughout downtown. The Board discussed multiples themes versus various ideas for each electrical box. There was consensus among the Board that they wanted the designs to have a pop-art theme and make small items appear large. The Board also felt that painting one box per summer is a reasonable time frame.

After much discussion, the Board has reached a general consensus that the electrical box at N. Old Woodward and Hamilton should be painted by Anne Ritchie in the summer of 2020 as a Crayon Box with the crayons facing the sidewalk. Designs of the proposed plans are included below.

**Suggested Language:**

Motion to recommend that the electrical box at N. Old Woodward and Hamilton be painted by Anne Ritchie in the summer of 2020 as a Crayon Box with the crayons facing the sidewalk as indicated in the attached design.







## MEMORANDUM

Planning Division

**DATE:** April 15<sup>th</sup>, 2020

**TO:** Public Arts Board Members

**FROM:** Brooks Cowan, City Planner

**APPROVED:** Jana Ecker, Planning Director

**SUBJECT:** Charging Stations

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The Public Arts Board was directed to examine ways to enhance Terminating Vistas through the use of public art. The catalyst for this charge was when the Board recommended that the electrical box in front of Birmingham 8 Theater be painted as a popcorn box. While painting, artist and Board member Anne Ritchie noticed that not many people were using the City's USB charging stations, and that some thought it was an ash tray. It was recommended that the charging stations be painted with an electrical theme, and a USB charger was supported. An image of the USB theme is provided below.

**Suggested Language:**

Motion to recommend the USB charging stations on N. Old Woodward at Hamilton be painted as USBs with an electrical theme.



## Public Arts Board Minutes

**Rooms 202 & 203 Birmingham City Hall – August 21<sup>st</sup>, 2019**

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### A. Roll Call:

**Members Present:** Barbara Heller, Monica Neville, Linda Wells, Jason Eddleston, Anne Ritchie

**Members Absent:** Natalie Bishae

**Administration:** Brooks Cowan, City Planner

### B. Approval of Minutes – July 17<sup>th</sup>, 2019

Jason Eddleston's name was missing a "t". Motion to approve minutes as amended was made.

**Yeas: 5            Nays: 0**

The motion carried.

### C. Unfinished Business

The Public Arts Board event Yarn Bombing was brought up as an upcoming event for September 13<sup>th</sup>, 2019. Linda Wells indicated a need from the event participants for more fabric covers to help attach the yarn to various objects. She estimated the necessary yardage from a local fabric store would cost around \$75. Anne Ritchie motioned to recommend \$75 for fabric covers to be used for yarn bombing. Motion was seconded by Monica Neville.

**Yeas: 5            Nays: 0**

The motion carried.

The Public Arts Board had previously requested an inventory of sculpture plaques which was presented to the Board at this time. The plaques for Chris Yockey and Nathan Diana are the older versions from Cityscapes in 2008, and the Public Arts Board discussed having their plaques updated to the new bronze style. The Board also brought up the need to order a plaque for *Michigan Spring* which is to be installed at the Library. It was brought up by staff that when three plaques were ordered a year ago for *Eastern Hophornbeam*, *Windswept*, and *Soundheart*, the cost was around \$750. The Public Arts Board agreed that this sounded like a reasonable amount. Linda Wells motioned to approve \$750 for three new plaques for the sculptures by Chris Yockey, Nathan Diana, and James Miller-Melburg. Motion was seconded by Jason Eddleston.

**Yeas: 5            Nays: 0**

The motion carried.

On May 22<sup>nd</sup>, 2019, the City Commission approved the Public Arts Board recommendation to paint the electrical box in front of the Birmingham 8 Theater as a popcorn box. At this time, the City Commission suggested proposals for painting the electrical boxes on Merrill at S. Old Woodward as well as N. Old Woodward and Hamilton Row.

In considering these electrical boxes, the Public Arts Board discussed whether or not to try to keep the boxes contextual with their surroundings. Suggestions such as an old timey safe was proposed for the box in front of Chase Bank, and an Alice in Wonderland themed Madhatter hat was proposed for the box at N. Old Woodward and Hamilton Row. It was determined that these tenants and nearby spaces were less of a fixture in Birmingham's downtown, therefore the concept should not necessarily be related to its surrounding. There were a number of other suggestions, but there was consensus that the Board wanted a style that was thematic with pop art. The Board liked the ideas for a crayon box at N. Old Woodward and Hamilton, and an 80's retro style mixed-tape cassette for the electrical box in front of Chase Bank.

Anne Ritchie brought up the USB charging stations located throughout downtown beside the new benches, and how a number of people were mistaking them for ashtrays. Anne suggested painting some type of electrical themed design on these charging stations to draw more attention for their purpose. There was consensus from the Board that this was a great idea.

Anne Ritchie Motioned to paint the electrical box at N. Old Woodward and Hamilton Row as a crayon box, the electrical box at Merrill and S. Old Woodward as an 80's mixed tape, and USB charging stations as with an electric theme, including a supplies cost for paint, brushes, primer, and coating not to exceed \$750. Monica Neville seconded the motion.

**Yeas: 5      Nays: 0**

#### **D. New Business**

#### **E. Communication**

The Public Arts Board discussed volunteering at the Farmers Market on September 1<sup>st</sup>, 2019. The Board indicated they like the new sculpture map and want 50 copies to hand out at the event. City staff also met with a mount fabricator to inspect the Michigan Spring sculpture and discuss creating a mount for the sculpture to be installed at the Library.

#### **F. Comments**

#### **G. Adjournment**

The meeting adjourned at 7:50 p.m.

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Brooks Cowan  
City Planner

## **Public Arts Board Minutes FINAL**

**Rooms 202 & 203 Birmingham City Hall – September 18<sup>th</sup>, 2019**

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### **A. Roll Call:**

**Members Present:** Natalie Bishae, Monica Neville, Jason Eddleston, Anne Ritchie

**Members Absent:** Barbara Heller, Linda Wells

**Administration:** Brooks Cowan, City Planner

### **B. Approval of Minutes – August 21<sup>st</sup>, 2019**

**Yeas: 4            Nays: 0**

The motion carried.

### **C. Unfinished Business**

Anne Ritchie provided her design concept for a crayon box to be painted on the electrical box at N. Old Woodward and Hamilton Row. She described the difficulty of creating a design where it appears as though the box is open. Having a design with the lid down and openings showing crayon colors was more realistic. Monica Neville motioned to approve Anne Ritchie's design for a crayon box painting on the electrical box at N. Old Woodward and Hamilton Row. Motion was seconded by Jason Eddleston.

**Yeas: 4            Nays: 0**

### **D. Communication**

The Public Arts Board discussed volunteering at the Farmers Market on September 29<sup>th</sup>, 2019. The volunteers would be working the designated Kids Zone with coloring and arts and crafts making pinwheels. Monica Neville found that placing a bead between the pinwheel and the straw allowed the device to spin better.

Staff informed the Board that the City had been in contact with an appraiser for the Chris Yockey sculpture, and that plaques would be ordered once a decision on that sculpture was made.

### **Comments**

### **E. Adjournment**

The meeting adjourned at 7:30 p.m.

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Brooks Cowan  
City Planner



## **Public Arts Board Minutes**

**Rooms 202 & 203 Birmingham City Hall – October 16<sup>th</sup>, 2019**

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### **A. Roll Call:**

**Members Present:** Linda Wells, Barbara Heller, Monica Neville, Jason Eddleston,

**Members Absent:** Natalie Bishae, Anne Ritchie

**Administration:** Brooks Cowan, City Planner

### **B. Approval of Minutes – September 16<sup>th</sup>, 2019**

Spelling error on Jason Eddleston, motion to approve as amended.

**Yeas: 4                Nays: 0**

The motion carried.

### **C. Unfinished Business**

The Public Arts Board was asked to review ways to enhance the designated terminating vistas throughout the City. The board evaluated photos of each terminating vista and determined that their top five are numbers 1,2,9,16, and 17 as listed in the memo. Painting the bollards on the corner of Old Woodward and Maple was suggested, as well as decorating the building space above Bowers where the 555 Building passes over. These suggestions will be considered with the Board's pre-qualified art locations at the next meeting as the Board continues to evaluate these locations. The Board also wanted to pursue a greater reach of partnerships in their sculpture plan.

The Public Arts Board was evaluating designs for two electrical boxes, though Anne Ritchie was not in attendance. Since the weather was getting cold the Board felt they could discuss these items later on in the year.

The Board discussed doing a call entry for new sculptures. They would like to approach Cranbrook, CCS, Knight Foundation and similar programs involved in the art community for assistance on new sculptures. The Board felt doing this was appropriate after prioritizing sculpture locations in the terminating vista study.

A new logo has been submitted for Art in Public Spaces. The Board had a few comments and requests for changes to made to be reviewed at a future time

### **D. Communication**

Purchasing Chris Yockey's sculpture will be voted on at City Commission end of October.

### **Comments**

### **E. Adjournment**

The meeting adjourned at 7:45 p.m.

## Public Arts Board Minutes

**Rooms 202 & 203 Birmingham City Hall – February 19<sup>th</sup>, 2020**

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### A. Roll Call:

**Members Present:** Linda Wells, Barbara Heller, Monica Neville, Jason Eddleston, Anne Ritchie, Ann Van Gelderan

**Members Absent:** Natalie Bishae

**Administration:** Brooks Cowan, City Planner

### B. Approval of Minutes – January 15<sup>th</sup>, 2019

Motion to approve minutes made by Linda Wells, seconded by Jason Eddleston.

**Yeas: 6              Nays: 0**

The motion carried.

### C. Unfinished Business

The PAB reviewed their Terminating Vista report and felt that it was getting close to being finalized. The Board wanted to add recommendations regarding murals in Birmingham and for the City to revise its policy towards murals. The Board also discussed their recommendations for electrical boxes and charging stations and reached a consensus that painting one electric box per summer is a reasonable time frame.

The PAB discussed their goals for public pianos in 2020. They would like to have three pianos placed throughout downtown. The preferred locations were Shain Park, Henrietta, just south of Maple and adjacent to Roots, and possibly in the alley beneath Clark Hill which connects to Pernoi.

The PAB discussed handing out chalk throughout the summer in various locations of Birmingham for chalk art. They would also like to bring in various chalk artists to do specialty designs. The Board determined that they need to figure out how they would coordinate volunteers throughout the summer and how often these chalk drawings would occur. They want the events to be more spontaneous so the application would have a broad boundary and range of dates, but only the volunteers would know exactly when things would occur. They would try to coordinate with the City's social media for day-of or day-before postings.

The PAB reviewed upcoming agenda items and events for this spring, summer, and fall. The goals discussed were to volunteer at one farmers market per month, have an electrical box painted in June, host the piano painting the same day as the Birmingham Fair, and city chalking throughout the summer. The Board wished to review the application at the next month's meetings.



#### **D. New Business**

The Public Arts Board reviewed a summary of the draft of the Master Plan and their comments were that it should support a updated ordinance to allow temporary and permanent murals, and that the new plazas proposed would be good places for sculptures.

#### **E. Communication**

DPS had indicated that the sculpture pads at the library and Barum Park could have aggregate concrete buffers added to them as an extra buffer from the lawnmower.

#### **F. Comments**

#### **G. Adjournment**

The meeting adjourned at 7:45 p.m.



## MEMORANDUM

Office of the City Manager

**DATE:** May 18, 2020

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

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

**SUBJECT:** Repair and Rehabilitation Projects – All Parking Garages

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### INTRODUCTION:

At the May 15, 2020 APC meeting, the committee recommended that the City authorize proposals to continue with critical repair and rehabilitation work in all of the five parking decks. It was noted at the Commission meeting held on April 20, that the City is experiencing very low occupancy levels due to the Governor's Stay At Home Order and an inquiry was made as to whether staff could more aggressively pursue the structural assessment evaluation being performed by WJE and get those projects moving while the occupancy remains low.

Staff requested that WJE and DRV work together to advance the most glaring issues in each of the decks during this period of low occupancy in order to reduce potential impacts to users of the system as the downtown begins to reopen.

The proposed work has been developed by DRV and is consistent with WJE's preliminary structural assessment findings. The Structural Assessment of all garages is on track for completion by June 2020 and will be presented at that time. The projects being brought forth for consideration are considered the "low-hanging fruit."

The following table provides a summary of the cost proposal submitted by DRV Contractors for repair and to be performed, by garage. Additional detail to support these estimates is provided in the formal DRV Proposal.

	<b>Cost Estimate</b>	<b>Summary of work</b>
Pierce Street Garage	\$101,265	Removal of loose concrete, curb, floor, stair tower, and remaining drain/plumbing repairs.
Park Street Garage	\$115,515	Removal of loose concrete, floor and parking block repairs, and addressing interior structural steel elements showing corrosion and signs of deterioration.
Chester Street Garage	\$52,110	Removal of loose concrete and stair tower lighting/repairs.

N. Old Woodward Garage	\$138,140	Removal of loose concrete, floor, drain, concrete and stair tower repairs, stair tower lighting, and internal precast panel removal and replacement*
Peabody Street Garage	\$99,950	Removal of loose concrete, barrier cable, stairwell, and wall coating repairs along with upgrades to stair tower lighting.
Total	\$506,980	

\*The internal precast panels were not included in the original estimate for the façade project because they are internally braced. Once the external precast panels were removed, the outer facing portion of the internal precast panels were exposed, severe deterioration and corrosion were found. These internal panels pose no risk of falling concrete, but are an eyesore to the downtown. Staff recommends that they be replaced with galvanized posts that have the same look and feel as the vehicle barrier system.

These are critical projects for each of the garages that the City would like to complete before occupancy levels become such that it is difficult to take parking spaces and stairwells offline. Timelines for projects, by garage, are included with the cost estimates and completion for all projects is two months if the contractor is allowed to work on multiple garages simultaneously.

Staff worked with WJE to discuss oversight arrangements for each of these projects. They are typically accustomed to providing oversight on projects that they have either designed themselves, or where repair construction documents have been issued by others. The repair documents (drawings, specifications, etc.) provide the standard for evaluation of the repairs and are the basis for their observations and recommendations during oversight.

However, the team at WJE has worked on multiple projects under circumstances similar, where they provide limited oversight where no construction documents exist); however, they were performed with stipulations, which would need to be implemented here as well. Those stipulations are as follows:

- "WJE has not designed repairs for the subject areas to be repaired. Rather, all construction and design related activities are the responsibility of DRV Contractors. You have requested that WJE perform construction observations and consulting during the repairs by the contractor to provide limited quality assurance in attempt to verify that the repairs are appropriate and performed in a professional workmanlike manner."
- DRV Contractors has not created designs for this repair project. It is work being performed in the field based on the conditions they encounter. WJE has acknowledged this understanding.
- "Although the goal of WJE's services will be to improve the overall performance of the concrete repairs, the successful installation and subsequent performance of the repairs at this property shall remain the sole responsibility of the contractor. Similarly, the professional services performed by WJE under this proposal are intended to supplement, rather than replace, the design work performed by the contractor for this project. The City of Birmingham and the Contractor will be solely responsible for any and all decisions related to the

incorporation of WJE's recommendations, in whole or in part, into the repair scope for this project."

WJE has agreed to conduct 42 site visits for a cost not to exceed \$56,600. Each site visit is \$1,345 and will include a summary report to the City. Each visit will include a brief site visit report summarizing their observations and providing recommendations, where needed. The cost breakdown by location is as follows:

1. Pierce Street – \$12,100 for up to 9 site visits and reports
2. Park Street - \$10,800 for up to 8 site visits and reports
3. Peabody - \$10,800 for up to 8 site visits and reports
4. Chester - \$8,100 for up to 6 site visits and reports
5. North Old Woodward - \$14,800 for up to 11 site visits and reports

#### **LEGAL REVIEW:**

Legal has reviewed the proposals by WJE and DRV to amend their existing agreements and have approved.

#### **FISCAL IMPACT:**

The total cost to complete the proposed projects in each garage are as follows:

<b>Garage</b>	<b>Construction Cost</b>	<b>Oversight</b>	<b>Account Number</b>	<b>Total</b>
Pierce St.	\$101,265	\$12,100	585-538.002-977.0000	<b>\$113,365</b>
Park St.	\$115,515	\$10,800	585-538.003-977.0000	<b>\$126,315</b>
Peabody	\$99,950	\$10,800	585-538.004-977.0000	<b>\$110,750</b>
Chester	\$52,110	\$8,100	585-538.008-977.0000	<b>\$60,210</b>
N. Old Woodward	\$138,140	\$14,800	585-538.005-977.0000	<b>\$152,940</b>
Total	\$506,980	\$56,600		<b>\$563,580</b>

#### **PUBLIC COMMUNICATIONS:**

N/A

#### **SUMMARY:**

The City is working diligently to pursue important infrastructure projects while occupancy in the public decks remains low. The proposed work is consistent with the on-going structural assessment being performed by WJE and will allow the City to advance the more immediate term projects in the coming months. The timeline for the work is

approximately two months. DRV and WJE are committed to completing the tasks, as described.

**ATTACHMENTS:**

The following attachments are included for reference:

- DRV Cost Proposal and Timeline dated May 2020
- WJE Oversight Proposal dated May 2020
- Existing DRV Agreement dated February 2020
- WJE Agreement dated February 2020 (w/ N. Old Woodward Addendum)
- May 15, 2020 - Advisory Parking Committee Agenda

**SUGGESTED RESOLUTION:**

To amend the existing agreement with DRV Contractors to allow them to complete repair and rehabilitation projects in the five City parking decks as detailed in the May 2020 cost proposal for an amount not to exceed \$506,980.

AND

To amend the existing agreement with WJE Engineers and Architects, P.C. to provide project oversight for the projects outlined in the DRV proposal dated May 2020 for an amount not to exceed \$56,600.

May 9, 2020

The City of Birmingham  
Office of the City Manager  
151 Martin St.  
Birmingham MI 48102

Attn: Tiffany Gunter, Assistant City Manager

**RE: City of Birmingham – Parking Structure Repairs  
Pierce St – Park St – Peabody – Chester – North Old Woodward**

Ms. Gunter

DRV Contractors is thankful for the opportunity to provide the pricing for the aforementioned Parking Structures – DRV walked each structure and compiled a list of items of concerns – these concerns include delaminated concrete that could result in falling concrete from the ceilings, walls, and beams – delaminated concrete to the floors that could result in a trip hazard, punctured tires - these repairs are throughout all the structure as well as the stair towers – These are the major concerns in each structure – other concerns which are specific to that structure are itemized below.

With the itemized list of repairs below – there are many other items that are in need of repair – WJE engineering firm has been hired by the City to assess each structure for future repairs – items such as Traffic topping, Caulking, Traffic Markings, Lighting, etc. etc. will need to take place in the near future. DRV's list are for immediate concerns as it relates to pedestrians as well as repairs that can result in additional repairs to the structure if not taken care of at this time.

**Pierce St Parking Structure:**

- **Knock down loose delaminated concrete: \$4,725.00**
  - Ceilings – Walls - Columns – remove loose concrete and dispose. Paint surface to match existing color
- **Roof Level Curb Repairs: \$18,720.00**
  - Trip Hazard/Continued Delamination – 350 LF – remove delaminated curbs – prepare surfaces for new concrete – coat existing rebar – (inspect rebar/replace if section lose of steel determines) – form repair location – install 5,000 psi concrete – strip forms and remove all debris – traffic coating to be installed at a later date depending on WJE assessment – includes curb repair to the island at the entry/exit lane on Pierce St
- **Floor Repairs: \$6,420.00**
  - Trip Hazard – approx. 40 locations – sound location of repair – mark out at saw cut patch perimeter square – remove concrete – prepare surfaces to receive new concrete –

install 5,000PSI concrete/fast setting bag materials – clean and remove all debris from site – install removed traffic markings as needed

- **Stair Tower Repairs – 3 Stair Towers: \$35,850.00**
  - Trip Hazard/Falling Concrete – sound/mark out concrete for repairs – repairs to treads and risers, ceilings, and landings – saw cut repair areas – remove delaminated concrete – prepare surfaces – form treads/risers, and slab edge of overhead repairs - patch repairs – ceiling repairs to be high strength overhead repair mortar – flat work to be 5,000psi concrete/patch material- paint ceilings to match existing – clean entire stair tower of dust and debris – included are cleaning of windows doors and frames
- **Drain Repairs – 3 floor Drains: \$6,150.00**
  - Remove concrete around existing drains – remove broken drain – install new drain (match existing smith 2140 Y U M B) install rebar as needed – pour new 5,000 psi concrete – plumbing disconnecting and reconnecting included in pricing – remove debris from job site
- **Plumbing: 600 If: \$29,400.00**
  - Remove broken/heavy rusted drainage piping – replace with schedule 80 pvc piping – repairs to elbows – wye's – straight pipes – clean outs as needed within the 600If

## Park St. Parking Structure

- **Knock down loose delaminated concrete: \$3,500.00**
  - Ceilings – Walls - Columns – remove loose concrete and dispose. Paint surface to match existing color
- **Floor Repairs: \$13,950.00**
  - Trip Hazard/Continued Delamination – approx. 40 locations small in size – approx..75 sf of larger repairs – sound location of repair – mark out at saw cut patch perimeter square – remove concrete – prepare surfaces to receive new concrete – install 5,000PSI concrete/fast setting bag materials – clean and remove all debris from site – install removed traffic markings as needed
- **Parking Blocks – Roof Level and lower levels \$28,125.00**
  - The parking blocks is last line of defense for the cars running into the current aluminum rail system or driving off the structure
  - Due to structural design of Park St (post tensioned structural system) parking blocks can't be removed and reset with simple anchoring system – parking blocks need to be adhered rather than pinned in place – pinning into a post tensioning deck can damage the strands in the post tension system
  - Roof level has a total of 75 parking block many cracked, loose, deteriorated and missing
    - Of the 75 blocks 50 are severe the remaining 25 are in poor condition and is our recommendation to replace at this time for in the near future they will need to be – majority of the deterioration is due to location being roof level and being exposed to the elements – exposed to salts and snow plow damage being the biggest concerns
    - Lower level being more protected from the elements and snow plowing has 50 areas that are deteriorated and loose and need to be corrected
  - Remove and dispose of parking blocks – prepare existing concrete by mechanically abrading surfaces to clean profile – remove dust and laitance from area of new block – install fast setting 2 part epoxy to new block and concrete surface – install new block in

correct spacing from others – caulk perimeter of parking block – this will minimize water infiltration to the epoxy compromising its bond

- **Interior Structural Steel Elements: \$69,940.00**
  - In 2017 all the structural steel elements were blasted and painted – minor rusting is beginning to appear at locations throughout the structure – it is our recommendation to repair these locations to minimize future deterioration
  - Mechanically abrade surfaces removing rusted steel – solvent wipe all locations – install primer to areas of bare concrete – install intermediate coat – install top coat with matching colors

#### **Peabody Parking Structure:**

- **Knock down loose delaminated concrete: \$2,800.00**
  - Ceilings – Walls - Columns – remove loose concrete and dispose. Paint surface to match existing color
- **Barrier Cable Repair: 1,600.00**
  - roof level barrier cable repair – 1 cable is currently broke on the roof level – remove concrete at column where cable is broke – remove broken cable – install portion of new cable with double splice chuck – re-anchor cable at column – stress barrier cable – install concrete repair material to column
- **Stair Tower Repairs – 3 Stair Towers: \$18,620.00**
  - Trip Hazard/Falling Concrete – sound/mark out concrete for repairs – repairs to treads and risers, ceilings, and landings – saw cut repair areas – remove delaminated concrete – prepare surfaces – form treads/risers, and slab edge of overhead repairs - patch repairs – ceiling repairs to be high strength overhead repair mortar – flat work to be 5,000psi concrete/patch material- paint ceilings to match existing – replace, repair, reset existing nosing plates as necessary - clean entire stair tower of dust and debris – included are cleaning of windows doors and frames
- **Interior Block Wall Coating: \$38,700.00**
  - Repairs were completed in 2015 to exterior and interior parapet walls (exterior masonry brick and interior CMU block) as well as a new aluminum coping installed – all is holding up very well however we recommend installing an acrylic waterproof coating to the interior side of the parapet CMU minimizing water infiltration and deteriorating the block
  - Prepare interior CMU surfaces by power washing – minor holes – tuck point missing mortar – install 2 coats of acrylic waterproofing membrane
- **Interior Stair Tower Lighting: 38,230.00**
  - Remove existing fluorescent light fixtures – 42 total lights with in the stair towers and replace with LED fixtures – this will provide better lighting in the towers as well as monthly cost saving measures (would assume WJE's assessment will include full lighting packages for the structures that do not have LED light)



**Chester St. Parking Structure:**

- **Knock down loose delaminated concrete: \$3,500.00**
  - Ceilings – Walls - Columns – remove loose concrete and dispose. Paint surface to match existing color
- **Stair Tower Repairs – 3 Stair Towers: \$15,850.00**
  - Trip Hazard/Falling Concrete – sound/mark out concrete for repairs – repairs to treads and risers, ceilings, and landings – saw cut repair areas – remove delaminated concrete – prepare surfaces – form treads/risers, and slab edge of overhead repairs - patch repairs – ceiling repairs to be high strength overhead repair mortar – flat work to be 5,000psi concrete/patch material- paint ceilings to match existing – replace, repair, reset existing nosing plates as necessary - clean entire stair tower of dust and debris – included are cleaning of windows doors and frames
- **Interior Stair Tower Lighting: 32,760.00**
  - Remove existing fluorescent light fixtures – 42 total lights with in the stair towers and replace with LED fixtures – this will provide better lighting in the towers as well as monthly cost saving measures (would assume WJE's assessment will include full lighting packages for the structures that do not have LED light)

**North Old Woodward Structure**

- **Knock down loose delaminated concrete: \$3,500.00**
  - Ceilings – Walls - Columns – remove loose concrete and dispose. Paint surface to match existing color
- **Floor Repairs: \$6,200.00**
  - Trip Hazard – approx. 40 locations – sound location of repair – mark out at saw cut patch perimeter square – remove concrete – prepare surfaces to receive new concrete – install 5,000PSI concrete/fast setting bag materials – clean and remove all debris from site – install removed traffic markings as needed
- **Stair Tower Repairs – 3 Stair Towers: \$18,500.00**
  - Trip Hazard/Falling Concrete – sound/mark out concrete for repairs – repairs to treads and risers, ceilings, and landings – saw cut repair areas – remove delaminated concrete – prepare surfaces – form treads/risers, and slab edge of overhead repairs - patch repairs – ceiling repairs to be high strength overhead repair mortar – flat work to be 5,000psi concrete/patch material- paint ceilings to match existing – replace, repair, reset existing nosing plates as necessary - clean entire stair tower of dust and debris – included are cleaning of windows doors and frames
- **Interior Stair Tower Lighting: 49,140.00**
  - Remove existing fluorescent light fixtures – 54 total lights with in the stair towers and replace with LED fixtures – this will provide better lighting in the towers as well as monthly cost saving measures (would assume WJE's assessment will include full lighting packages for the structures that do not have LED light)
- **Concrete/Drain Repair Southwest Entry/Exit Lane: 21,000.00**

- Severe deteriorated concrete and drainage issues at this location – remove concrete at entry/exit lanes – examine current drainage situation and determine repairs – submit proposal for the drainage repairs
- Included in pricing is a 10,000.00 allowance for the repairs to current drain
- Repair drain after approvals
- Replace concrete pitching toward drain
- **1<sup>st</sup> and 2<sup>nd</sup> Floor Precast Members at the West and East Elevations: \$39,800.00**
  - Install structural shoring prior to precast members removal – remove precast members and dispose –fabricate and galvanize full height posts- incorporate new posts into the new barrier cable system design – system was engineered and designed by WJE





Ceiling Repairs





Floor Delamination's





Park St- Parking Blocks



Chester Stair





Peabody Acrylic Wall Coating



Pierce Drain Replacement





Pierce Plumbing



Pierce Floor – Drain – Plumbing



Pierce – Stair Tower – Ceiling and Slab Edge Repairs



Pierce Stair Tread and Riser Repairs

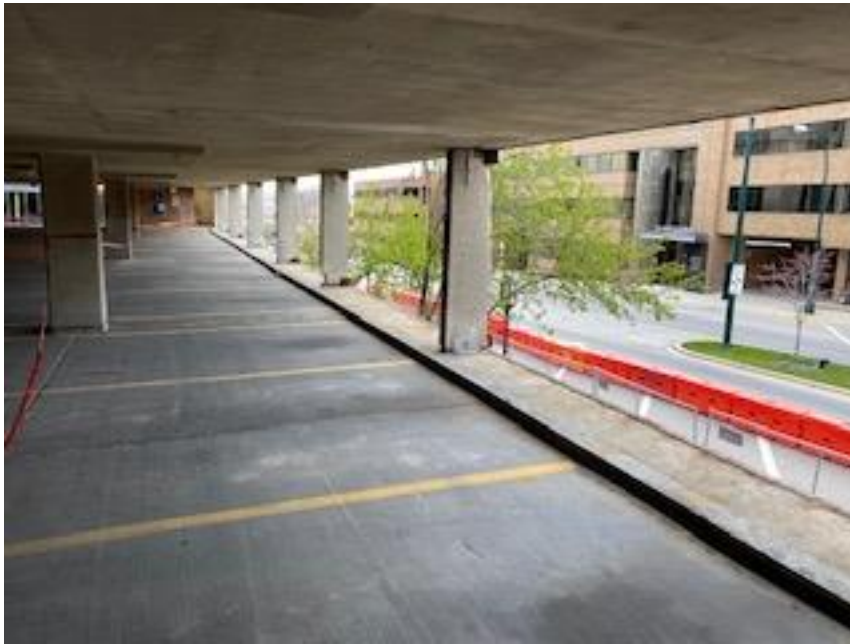


Pierce Lansing Repairs

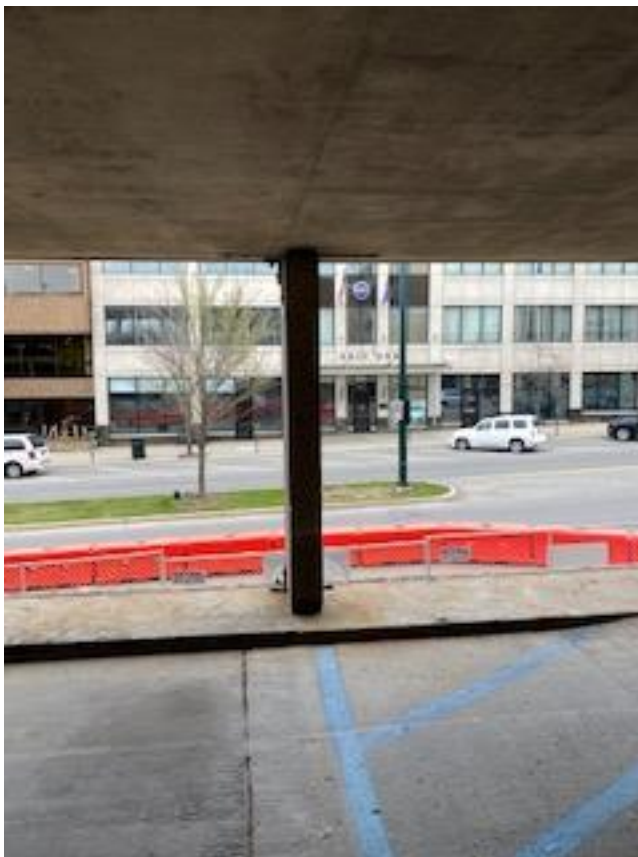


Park St Steel





NOW Precast Members



# PROPOSAL



51667 Oro Dr.  
Shelby Twp., MI 48315  
O - 586.247-6480  
F - 586.247-6499

Concrete & Masonry Restoration - Sealants & Waterproofing

## PROJECT INFORMATION

<b>Project Name:</b>	Birmingham Parking Structure - Immediate Repairs	<b>Contract #/PO #</b>	
<b>Customer Name:</b>	City of Birmingham	<b>Quote/Job ID</b>	DRVQ20-135
<b>Attn:</b>	Tiffany Gunter	<b>Quote Date</b>	5/14/2020
		<b>Published By:</b>	Derek Vetor

## PRICING

Project Pricing:

QTY.	Unit	Description	Unit Price	Total Price
<b>Pierce St. Parking Structure</b>				
1	LS	Ceiling Repairs - knock down loose concrete -	\$	4,725.00
1	LS	Roof Level Curb Repairs - Remove and Replace Deteriorated	\$	18,720.00
1	LS	Floor Repairs - misc delaminations throughout the parking structure approx 35	\$	6,420.00
1	LS	Drain Repairs - remove and replace 3 drains that are deteriorated/broken - includes plumbing installation	\$	6,150.00
1	LS	Stair Tower Repairs - remove and replace concrete at stairs and treads as well as the overhead concrete spalls	\$	35,850.00
1	LS	Plumbing Repairs - Remove and Replace 600lf plumbing	\$	29,400.00
			Pierce Total	\$ 101,265.00
<b>Park St Parking Structure</b>				
1	LS	Ceiling Repairs - knock down loose concrete -	\$	3,500.00
1	LS	Floor Repairs - misc delaminations throughout the parking structure approx 35	\$	13,950.00
1	LS	Roof Level Parking Blocks and Lower Level Parking - Remove and replace all Blocks at the roof Level - 75 total - remove - prep- install epoxy adhesive - install new block - caulk perimeter 50 parking blocks on lower levels	\$	28,125.00
1	LS	Interior Structure Steel Elements - prepare steel by mechanical abrasion - install primer - install top coat matching existing color	\$	69,940.00
			Park Total	\$ 115,515.00
<b>Chester St Parking Structure</b>				
1	LS	Ceiling Repairs - knock down loose concrete -	\$	3,500.00
1	LS	Stair Tower Repairs - remove and replace concrete at stairs and treads as well as the overhead concrete spalls	\$	15,850.00
1	LS	Interior Stair Tower Lighting - Remove and Replace flourescent lights and Replace with LED Lights 42 total	\$	32,760.00
			Chester Total	\$ 52,110.00
<b>North Old Woodward Structure</b>				
1	LS	Ceiling Repairs - knock down loose concrete -	\$	3,500.00
1	LS	Remove and Replace deteriorated concrete at slab conditions	\$	6,200.00
1	LS	Stair Tower Repairs remove and replace deteriorated concrete at treads and risers as well as ceiling	\$	18,500.00



## PROPOSAL

1	LS	Interior Stair Tower Lighting - Remove and Replace flourescent lights and Replace with LED Lights 54 total	\$ 49,140.00
1	LS	Remove and replace concrete at Southwest entry/exit - Allowance of 10,000 for drain repairs included in this pricing	\$ 21,000.00
1	LS	1st and 2nd Floor interior Precast - shore structure - remove interior precast members - replace with full height intermediate posts as designed for new barrier system	\$ 39,800.00
NOW Total			\$ 138,140.00
<b>Peabody Parking Structure</b>			
1	LS	Ceiling Repairs - knock down loose concrete -	\$ 2,800.00
1	LS	Barrier Cable Repair - remove and replace 1 loose cable	\$ 1,600.00
1	LS	Stair Tower Repairs remove and replace deteriorated concrete at treads and risers as well as ceiling	\$ 18,620.00
1	LS	Interior Block Wall Coating - Interior side of exterior walls - prepare block by power washing - mask off floor columns copings rails - install 2 coats of masterprotect HB 400 ( color selection by the city)	\$ 38,700.00
1	LS	Interior Stair Tower Lighting - Remove and Replace flourescent lights and Replace with LED Lights 42 total	\$ 38,230.00
<b>Peabody Total</b>			\$ 99,950.00
Birmingham Structure Totals			\$ 506,980.00

Notes:

- 1)
- 2)



Via E-mail: [tgunter@bhamgov.org](mailto:tgunter@bhamgov.org)

May 15, 2020

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

Re: Birmingham Parking Garages  
Engineering Services Proposal for Limited Construction Period Services  
WJE No. 2019.6318.1

Dear Ms. Gunter:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal to provide construction period services for proposed repairs at five parking garages in Birmingham, Michigan. This letter presents our understanding of the project objectives, summarizes our scope of services and provides our terms and conditions to do the work.

## BACKGROUND

In accordance with our October 28, 2019 *Parking Garage Structural Assessment Program* agreement with the City of Birmingham (City), WJE is currently performing condition assessments of the five subject parking garages, which include North Old Woodward, Pierce Street, Park Street, Peabody and Chester. It is our understanding that, at the request of the City, DRV Contractors, LLC (DRV) developed a scope of initial repairs which they could perform in the near future while WJE completes our assessments of the garages. The scope of initial repairs proposed by DRV is outlined in their May 9, 2020 letter to the City. Their proposed repairs total approximately \$510,000.

The City has requested that WJE provide construction period services during the initial repairs. At this time WJE has not designed repairs for the subject areas to be repaired and have not been provided with construction documents for the proposed repairs. As such, all construction and design related activities are the responsibility of DRV. The intent of WJE's services will be to provide limited quality assurance in an attempt to verify that the repairs are appropriate, performed in a professional, workmanlike manner, and completed.

## SCOPE OF SERVICES

Given our experience with similar projects and our understanding of your project objectives, we propose the following scope of services:

- **Periodic Site Visits** - The work in progress will be observed on a periodic basis to assess the Contractor's progress, conformance with the approved scope of work, and to address Contractor

questions. Site visits will be scheduled at key milestones during the repairs based on the types of repairs being performed.

- **Site Visit Reports** - A brief site visit report will be prepared for each site visit to summarize our site observations, addressing questions raised by the Contractor, and our recommendations, where applicable.

## **PROFESSIONAL SERVICE FEE**

WJE will perform the above described Scope of Services on a time and expense basis with fees accruing in accordance with our standard schedule of hourly time charges, provided below. WJE's services will continue to be performed in accordance with the terms agreed upon for our ongoing Parking Garage Structural Assessment Program project with the City.

Based on our understanding of the work items proposed by DRV (listed below for each garage), WJE recommends that you establish a budget of \$56,400 based on the following number of assumed site visits and associated fees for each garage:

### **Pierce Street (9 Site Visits - \$12,100)**

- Knock down loose and delaminated concrete
- Roof level curb repair
- Floor repairs
- Stair tower repairs
- Drain repairs
- Plumbing repairs

### **Park Street (8 Site Visits - \$10,800)**

- Knock down loose and delaminated concrete
- Floor repairs
- Parking Blocks
- Interior steel repairs

### **Peabody (8 Site Visits - \$10,800)**

- Knock down loose and delaminated concrete
- Barrier cable repair
- Stair tower repairs
- Interior block wall coating
- Interior stair tower lighting

### **Chester (6 Site Visits - \$8,100)**

- Knock down loose and delaminated concrete
- Stair tower repairs
- Interior stair tower lighting

### **North Old Woodward (11 Site Visits - \$14,800)**

- Knock down loose and delaminated concrete
- Floor repairs

- Stair tower repairs
- Interior block wall coating
- Interior stair tower lighting
- Concrete/drain repair
- First and second floor precast member removal

**Table 1: Hourly Billing Rates**

Professional Staff		Professional Support Staff	
Senior Principal	\$350.00	Senior Specialist	\$150.00
Principal	\$290.00	Specialist	\$135.00
Associate Principal	\$235.00		
Senior Associate	\$205.00	Senior Technician	\$115.00
Associate III	\$185.00	Technician II	\$100.00
Associate II	\$160.00	Technician I	\$85.00
Associate I	\$130.00		

## WJE ROLE AND RESPONSIBILITIES

Although the goal of WJE's services will be to improve the overall performance of the repairs, the successful installation and subsequent performance of the repairs at this property shall remain the sole responsibility of the contractor. Similarly, the professional services performed by WJE under this proposal are intended to supplement, rather than replace, the design work performed by the contractor for this project. The City and the contractor will be solely responsible for any and all decisions related to the incorporation of WJE's recommendations, in whole or in part, into the repair scope for this project.

## CLOSURE

Thank you for the opportunity to provide this proposal to the City of Birmingham. Please feel free to contact me if you have any questions or require further information.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Matthew E. Lewis, P.E.  
Senior Associate



## **AGREEMENT**

### **Emergency Repair and Replacement of N. Old Woodward Parking Garage Façade**

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and DRV Contractors, having its principal office at 51667 Oro Drive, Shelby Township MI (hereinafter called "Contractor"), provides as follows:

### **WITNESSETH:**

**WHEREAS**, the municipal parking structure located at 333 N. Old Woodward requires an emergency replacement of the existing façade surrounding the structure to address and solve safety concerns associated with falling concrete.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has submitted a proposal to begin the work immediately and has decades of experience in working on repair and rehabilitation projects on structures throughout the parking system.

**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 proposal to provide the emergency services necessary to remove the existing façade and replace the surrounding edges of the structure with a cable barrier system and the Contractor's cost proposal dated January 30, 2020 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.
2. The Contractor agrees to provide the labor, material, supplies, and equipment necessary to perform the façade repair services in accordance with the specifications and conditions contained in the proposal documents for a period of three (3) months, commencing on February 3, 2020 and ending on or before May 1, 2020.
3. The City shall have the right to terminate this Agreement prior to the end of the initial term or any of the renewal terms without cause. If the City terminates this Agreement prior to the end of any term, the City shall provide Contractor with 10 days written notice of the early termination. Any claims or fees that Contractor is working on collecting on behalf of the City, and Contractor shall continue to collect

such fees and process same pursuant to the terms and conditions of this Agreement through the date of notice of early termination.

4. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$591,000 as set forth in the Contractor's January 30, 2020 cost proposal.
5. The Contractor agrees that it will apply for and secure all permits and approvals as may be required from the City in accordance with the provisions of applicable laws and ordinances of the City, State of Michigan and/or Federal agencies.
6. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement.
7. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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.

17. 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.

18. 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.



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

**City of Birmingham:**

Attn: Tiffany J. Gunter,  
Assistant City Manager  
151 Martin Street  
Birmingham, MI 48012

**Contractor:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. 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.

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

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

**WITNESSES:**

**CONTRACTOR**

\_\_\_\_\_

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

Its:

**CITY OF BIRMINGHAM**

\_\_\_\_\_

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

Pierre M. Boutrous

Its: Mayor

\_\_\_\_\_

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

Cheryl Arft

Its: Acting City Clerk

Approved:

\_\_\_\_\_  
Tiffany J. Gunter, Assistant City  
Manager  
(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 A - AGREEMENT**  
**For NORTH OLD WOODWARD PARKING STRUCTURE:**  
**ENGINEERING FOR NEW VEHICLE BARRIER SYSTEM**<sub>[LM1]</sub>

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This AGREEMENT, made this 1st day of February, 2020, by and between CITY OF BIRMINGHAM, having its principal municipal office at 161 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and WJE Engineers and Architects, PC, having its principal office 30700 Telegraph Road, Suite 3580, Bingham Farms, MI 48025 (hereinafter called "Contractor"), provides as follows:

**WITNESSETH:**

**WHEREAS**, the City of Birmingham has heretofore solicited for quotes for the procurement and performance of services required to perform professional engineering services to conduct a full structural safety assessment of the five parking garages contained within the Parking Assessment District, which includes certain instructions to firms regarding specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and have offered a quote in accordance with such the request to perform the requested parking professional engineering services as described in the scope of work.

**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 Engineering Design Services Proposal for New Vehicle Barrier System dated January 31, 2020 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.<sub>[LM2]</sub>
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$25,000, as set forth in the Contractor's January 31, 2020 proposal.<sub>[LM3]</sub>
3. This Agreement shall commence upon execution by both parties.<sub>[LM4]</sub>
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing

contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$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. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-

Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which are 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, to the extent caused by Contractor's negligent or wrongful conduct in performing 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  
Ms. Tiffany J. Gunter  
Assistant City Manager  
151 Martin Street  
Birmingham, MI 48009  
Phone: 248.530.1827

CONTRACTOR  
Matthew E. Lewis, PE  
Senior Associate and Project Manager  
Wiss, Janney, Elstner Associates, Inc.  
30700 Telegraph Road – Suite 3580  
Bingham Farms, MI 48025  
Phone: 248.593.0900

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

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



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

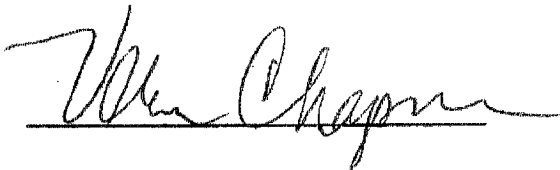
WITNESSES:




CONTRACTOR

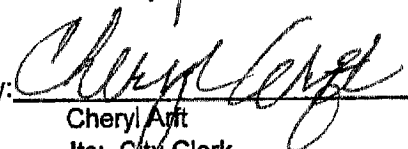
By: Matthew E. Lewis

Its: Senior Associate

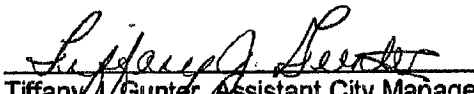



CITY OF BIRMINGHAM

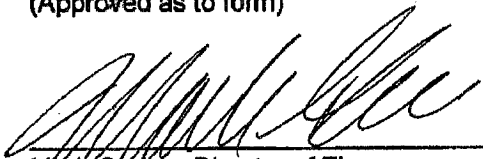
By:   
Pierre Boutros  
Its: Mayor

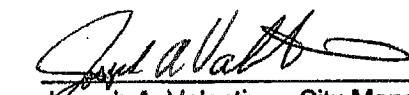
By:   
Cheryl Aft  
Its: City Clerk

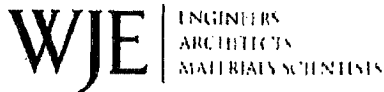
Approved:

  
Tiffany J. Gunter, Assistant City Manager  
(Approved as to substance)

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

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

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



Wiss, Janney, Elstner Associates, Inc.  
30700 Telegraph Road, Suite 3580  
Bingham Farms, Michigan 48025  
248.593.0900 tel | 248.593.8532 fax  
www.wje.com

Via E-mail: [tgunter@bhamgov.org](mailto:tgunter@bhamgov.org)

January 31, 2020

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

Re: North Old Woodward Garage  
Engineering Design Services Proposal for New Vehicle Barrier System  
WJE No. 2019.6318.1

Dear Ms. Gunter:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal for professional services to design a new vehicle barrier system for the North Old Woodward parking garage located at 333 North Old Woodward Avenue in Birmingham, Michigan. This letter presents our understanding of the project objectives, summarizes our scope of services and provides our terms and conditions to do the work.

## BACKGROUND

It is our understanding that the existing precast concrete panels that comprise the facade for the parking structure are going to be removed. Currently, the facade panels serve as the vehicle barrier system for the perimeter of each above ground level. Thus, the City of Birmingham has requested that WJE design a new vehicle barrier system to be installed in order to maintain the existing level of safety within the garage as the facade panels are removed. It is our understanding that a steel cable-based barrier system is the method preferred by the City of Birmingham for this application.

## SCOPE OF SERVICES

WJE proposed the following scope of services to perform the engineering design of the new vehicle barrier system:

### Initial Site Visit

WJE will perform a half-day (4 hour) site visit to observe the existing conditions and take dimensional measurements of the structural elements that will be affected by the new vehicle barrier system. If, at the conclusion of our site visit, it is determined that installation of a cable-based barrier system is not feasible, WJE will consult with the City of Birmingham regarding an alternative approach.

### Structural Analysis and Design

WJE will design a steel barrier cable system to replace the facade panels. This design will include performing structural calculations to determine the required design forces in the barrier cables, cable

Headquarters & Laboratories—Northbrook, Illinois

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Doylestown | Honolulu | Houston | Indianapolis | London | Los Angeles | Minneapolis  
New Haven | New York | Philadelphia | Pittsburgh | Portland | Princeton | Raleigh | San Antonio | San Diego | San Francisco | Seattle | South Florida | Washington, DC

**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

<b>Vendor</b>	
Legal Name	WJE Engineers and Architects
Street Address	30700 Telegraph Road, Suite 3580
City	Bingham Farms, MI 48025
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor's  
Authorized Agent:

\_\_\_\_\_

Printed Name of Vendor's  
Authorized Agent:

\_\_\_\_\_

Witness Signature:

\_\_\_\_\_

Printed Name of Witness:

\_\_\_\_\_

supports, and the resultant forces on the structure. The design will provide a barrier system that complies with the requirements of the *2015 Michigan Building Code*.

### **Construction Documents**

WJE will prepare construction documents for the new vehicle barrier system in sufficient detail that the City of Birmingham can obtain bids to implement the new guardrail system by qualified contractors. At this time, we envision the construction documents will include a cover page, Technical specification in the form of general notes, typical plan drawings, a typical elevation drawing and sections/details, as necessary to depict the scope of work.

We understand that the City of Birmingham will provide the form of the contract between the Owner and Contractor and therefore WJE has not budgeted any time for preparing a contract or reviewing bids.

### **Construction Observations**

During construction of the new vehicle barrier system, WJE will provide up to five, half-day (4 hour) site visits to observe and document the construction to verify conformance with the contract documents and to address contractor questions. A site visit report will be provided following each site visit.

### **TERMS AND CONDITIONS**

WJE will perform the above described scope of service for a fixed fee of \$20,000 inclusive of all time charges and expenses associated with our work. The above assumes up to five site visits will be required as part of the construction observations services. An additional \$5,000 contingency is recommended to account for additional site visits during construction as needed, which will be billed against on a time and expense basis, if necessary. All of WJE's services will continue to be performed in accordance with the terms agreed upon for our ongoing Parking Garage Structural Assessment Program project with the City of Birmingham.


We understand that time is of the essence on this project and are prepared to begin work on the design immediately after being provided notice to proceed.

### **CLOSURE**

Thank you for the opportunity to provide this proposal to the City of Birmingham. Please feel free to contact me if you have any questions or require further information.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Matthew E. Lewis, P.E.  
Senior Associate



## MEMORANDUM

Office of the City Manager

**DATE:** May 15, 2020

**TO:** Advisory Parking Committee

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

**SUBJECT:** Repair and Rehabilitation Projects – All Parking Garages

At the May 6, 2020 APC meeting, it was agreed that the committee would reconvene to discuss the proposal for additional repair and rehabilitation work in all of the five parking decks. As the City is experiencing very low occupancy levels due to the Governor's Stay At Home Order, staff has more aggressively pursued the structural assessment evaluation being performed by WJE. Staff requested that WJE and DRV work together to advance the more critical projects in each of the decks during this period of low occupancy in order to reduce potential impacts to users of the system as the downtown begins to reopen.

The proposed work has been reviewed by WJE and is consistent with the developing draft Structural Assessment that will be completed in June 2020 and presented to the committee. The projects identified here are the "low-hanging fruit."

The following table provides as summary of the cost proposal submitted by DRV Contractors for repair and to be performed, by garage. The detail to support these estimates is attached.

	Cost Estimate	Summary of work
Pierce Street Garage	\$101,265	Removal of loose concrete, curb, floor, stair tower, and remaining drain/plumbing repairs.
Park Street Garage	\$115,515	Removal of loose concrete, floor and parking block repairs, and addressing interior structural steel elements showing corrosion and signs of deterioration.
Chester Street Garage	\$52,110	Removal of loose concrete and stair tower lighting/repairs.
N. Old Woodward Garage	\$138,140	Removal of loose concrete, floor, drain, concrete and stair tower repairs, stair tower lighting, and internal precast panel removal and replacement*
Peabody Street Garage	\$99,950	Removal of loose concrete, barrier cable, stairwell, and wall coating repairs along with upgrades to stair tower lighting.
Total	\$506,980	

\*The internal precast panels were not included in the original estimate for the façade project because they are internally braced. Once the external precast panels were removed, the outer facing portion of the internal precast panels were exposed, severe deterioration and corrosion

were found. These internal panels pose no risk of falling concrete, but are an eyesore to the downtown. Staff recommends that they be replaced with galvanized posts that have the same look and feel as the vehicle barrier system.

These are critical projects for each of the garages that the City would like to complete before occupancy levels become such that it is difficult to take parking spaces and stairwells offline. Timelines for projects, by garage, are currently being developed by the Contractor and will be made available by the contractor to support the committee discussion.

Staff worked with WJE to discuss oversight arrangements for each of these projects. They are typically accustomed to providing oversight on projects that they have either designed themselves, or where repair construction documents have been issued by others. The repair documents (drawings, specifications, etc.) provide the standard for evaluation of the repairs and are the basis for their observations and recommendations during oversight.

However, the team at WJE has worked on multiple projects under circumstances similar, where they provide limited oversight where no construction documents exist); however, they were performed with stipulations, which would need to be implemented here as well. Those stipulations are as follows:

- "WJE has not designed repairs for the subject areas to be repaired. Rather, all construction and design related activities are the responsibility of (*CONTRACTOR*). You have requested that WJE perform construction observations and consulting during the repairs by the contractor to provide limited quality assurance in attempt to verify that the repairs are appropriate and performed in a professional workmanlike manner."
- "Although the goal of WJE's services will be to improve the overall performance of the concrete repairs, the successful installation and subsequent performance of the repairs at this property shall remain the sole responsibility of the contractor. Similarly, the professional services performed by WJE under this proposal are intended to supplement, rather than replace, the design work performed by the contractor for this project. (*OWNER*) and the contractor will be solely responsible for any and all decisions related to the incorporation of WJE's recommendations, in whole or in part, into the repair scope for this project."

It is difficult for WJE to provide cost estimates associated with the oversight effort without more detail from the Contractor with respect to timing of each project. Staff requested that WJE provide a cost not to exceed estimate to move the project forward. This amount may need to be refined once additional detail becomes available.

WJE has agreed to conduct 42 site visits for a cost not to exceed \$56,467. Each site visit is \$1,345 and will include a summary report to the City. Each visit will include a brief site visit report summarizing their observations and providing recommendations, where needed. The cost breakdown by location is as follows:

1. Pierce Street – \$12,100 for up to 9 site visits and reports
2. Park Street - \$10,800 for up to 8 site visits and reports
3. Peabody - \$10,800 for up to 8 site visits and reports
4. Chester - \$8,100 for up to 6 site visits and reports

5. North Old Woodward - \$14,800 for up to 11 site visits and reports

#### Suggested Recommendation

To recommend that the City Commission amend the existing agreement with DRV Contractors to complete repair and rehabilitation projects in the five City parking decks as detailed in the May 2020 cost proposal for an amount not to exceed \$506,980.

AND

To recommend that the City Commission amend the existing agreement with WJE Engineers and Architects, P.C. to provide project oversight for the projects outlined in the DRV proposal dated May 2020 for an amount not to exceed \$54,467.

May 9, 2020

The City of Birmingham  
Office of the City Manager  
151 Martin St.  
Birmingham MI 48102

Attn: Tiffany Gunter, Assistant City Manager

**RE: City of Birmingham – Parking Structure Repairs  
Pierce St – Park St – Peabody – Chester – North Old Woodward**

Ms. Gunter

DRV Contractors is thankful for the opportunity to provide the pricing for the aforementioned Parking Structures – DRV walked each structure and compiled a list of items of concerns – these concerns include delaminated concrete that could result in falling concrete from the ceilings, walls, and beams – delaminated concrete to the floors that could result in a trip hazard, punctured tires - these repairs are throughout all the structure as well as the stair towers – These are the major concerns in each structure – other concerns which are specific to that structure are itemized below.

With the itemized list of repairs below – there are many other items that are in need of repair – WJE engineering firm has been hired by the City to assess each structure for future repairs – items such as Traffic topping, Caulking, Traffic Markings, Lighting, etc. etc. will need to take place in the near future. DRV's list are for immediate concerns as it relates to pedestrians as well as repairs that can result in additional repairs to the structure if not taken care of at this time.

**Pierce St Parking Structure:**

- **Knock down loose delaminated concrete: \$4,725.00**
  - Ceilings – Walls - Columns – remove loose concrete and dispose. Paint surface to match existing color
- **Roof Level Curb Repairs: \$18,720.00**
  - Trip Hazard/Continued Delamination – 350 LF – remove delaminated curbs – prepare surfaces for new concrete – coat existing rebar – (inspect rebar/replace if section lose of steel determines) – form repair location – install 5,000 psi concrete – strip forms and remove all debris – traffic coating to be installed at a later date depending on WJE assessment – includes curb repair to the island at the entry/exit lane on Pierce St
- **Floor Repairs: \$6,420.00**
  - Trip Hazard – approx. 40 locations – sound location of repair – mark out at saw cut patch perimeter square – remove concrete – prepare surfaces to receive new concrete –



install 5,000PSI concrete/fast setting bag materials – clean and remove all debris from site – install removed traffic markings as needed

- **Stair Tower Repairs – 3 Stair Towers: \$35,850.00**
  - Trip Hazard/Falling Concrete – sound/mark out concrete for repairs – repairs to treads and risers, ceilings, and landings – saw cut repair areas – remove delaminated concrete – prepare surfaces – form treads/risers, and slab edge of overhead repairs - patch repairs – ceiling repairs to be high strength overhead repair mortar – flat work to be 5,000psi concrete/patch material- paint ceilings to match existing – clean entire stair tower of dust and debris – included are cleaning of windows doors and frames
- **Drain Repairs – 3 floor Drains: \$6,150.00**
  - Remove concrete around existing drains – remove broken drain – install new drain (match existing smith 2140 Y U M B) install rebar as needed – pour new 5,000 psi concrete – plumbing disconnecting and reconnecting included in pricing – remove debris from job site
- **Plumbing: 600 If: \$29,400.00**
  - Remove broken/heavy rusted drainage piping – replace with schedule 80 pvc piping – repairs to elbows – wye's – straight pipes – clean outs as needed within the 600If

## Park St. Parking Structure

- **Knock down loose delaminated concrete: \$3,500.00**
  - Ceilings – Walls - Columns – remove loose concrete and dispose. Paint surface to match existing color
- **Floor Repairs: \$13,950.00**
  - Trip Hazard/Continued Delamination – approx. 40 locations small in size – approx..75 sf of larger repairs – sound location of repair – mark out at saw cut patch perimeter square – remove concrete – prepare surfaces to receive new concrete – install 5,000PSI concrete/fast setting bag materials – clean and remove all debris from site – install removed traffic markings as needed
- **Parking Blocks – Roof Level and lower levels \$28,125.00**
  - The parking blocks is last line of defense for the cars running into the current aluminum rail system or driving off the structure
  - Due to structural design of Park St (post tensioned structural system) parking blocks can't be removed and reset with simple anchoring system – parking blocks need to be adhered rather than pinned in place – pinning into a post tensioning deck can damage the strands in the post tension system
  - Roof level has a total of 75 parking block many cracked, loose, deteriorated and missing
    - Of the 75 blocks 50 are severe the remaining 25 are in poor condition and is our recommendation to replace at this time for in the near future they will need to be – majority of the deterioration is due to location being roof level and being exposed to the elements – exposed to salts and snow plow damage being the biggest concerns
    - Lower level being more protected from the elements and snow plowing has 50 areas that are deteriorated and loose and need to be corrected
  - Remove and dispose of parking blocks – prepare existing concrete by mechanically abrading surfaces to clean profile – remove dust and laitance from area of new block – install fast setting 2 part epoxy to new block and concrete surface – install new block in

correct spacing from others – caulk perimeter of parking block – this will minimize water infiltration to the epoxy compromising its bond

- **Interior Structural Steel Elements: \$69,940.00**
  - In 2017 all the structural steel elements were blasted and painted – minor rusting is beginning to appear at locations throughout the structure – it is our recommendation to repair these locations to minimize future deterioration
  - Mechanically abrade surfaces removing rusted steel – solvent wipe all locations – install primer to areas of bare concrete – install intermediate coat – install top coat with matching colors

## Peabody Parking Structure:

- **Knock down loose delaminated concrete: \$2,800.00**
  - Ceilings – Walls - Columns – remove loose concrete and dispose. Paint surface to match existing color
- **Barrier Cable Repair: 1,600.00**
  - roof level barrier cable repair – 1 cable is currently broke on the roof level – remove concrete at column where cable is broke – remove broken cable – install portion of new cable with double splice chuck – re-anchor cable at column – stress barrier cable – install concrete repair material to column
- **Stair Tower Repairs – 3 Stair Towers: \$18,620.00**
  - Trip Hazard/Falling Concrete – sound/mark out concrete for repairs – repairs to treads and risers, ceilings, and landings – saw cut repair areas – remove delaminated concrete – prepare surfaces – form treads/risers, and slab edge of overhead repairs - patch repairs – ceiling repairs to be high strength overhead repair mortar – flat work to be 5,000psi concrete/patch material- paint ceilings to match existing – replace, repair, reset existing nosing plates as necessary - clean entire stair tower of dust and debris – included are cleaning of windows doors and frames
- **Interior Block Wall Coating: \$38,700.00**
  - Repairs were completed in 2015 to exterior and interior parapet walls (exterior masonry brick and interior CMU block) as well as a new aluminum coping installed – all is holding up very well however we recommend installing an acrylic waterproof coating to the interior side of the parapet CMU minimizing water infiltration and deteriorating the block
  - Prepare interior CMU surfaces by power washing – minor holes – tuck point missing mortar – install 2 coats of acrylic waterproofing membrane
- **Interior Stair Tower Lighting: 38,230.00**
  - Remove existing fluorescent light fixtures – 42 total lights with in the stair towers and replace with LED fixtures – this will provide better lighting in the towers as well as monthly cost saving measures (would assume WJE's assessment will include full lighting packages for the structures that do not have LED light)

**Chester St. Parking Structure:**

- **Knock down loose delaminated concrete: \$3,500.00**
  - Ceilings – Walls - Columns – remove loose concrete and dispose. Paint surface to match existing color
- **Stair Tower Repairs – 3 Stair Towers: \$15,850.00**
  - Trip Hazard/Falling Concrete – sound/mark out concrete for repairs – repairs to treads and risers, ceilings, and landings – saw cut repair areas – remove delaminated concrete – prepare surfaces – form treads/risers, and slab edge of overhead repairs - patch repairs – ceiling repairs to be high strength overhead repair mortar – flat work to be 5,000psi concrete/patch material- paint ceilings to match existing – replace, repair, reset existing nosing plates as necessary - clean entire stair tower of dust and debris – included are cleaning of windows doors and frames
- **Interior Stair Tower Lighting: 32,760.00**
  - Remove existing fluorescent light fixtures – 42 total lights with in the stair towers and replace with LED fixtures – this will provide better lighting in the towers as well as monthly cost saving measures (would assume WJE's assessment will include full lighting packages for the structures that do not have LED light)

**North Old Woodward Structure**

- **Knock down loose delaminated concrete: \$3,500.00**
  - Ceilings – Walls - Columns – remove loose concrete and dispose. Paint surface to match existing color
- **Floor Repairs: \$6,200.00**
  - Trip Hazard – approx. 40 locations – sound location of repair – mark out at saw cut patch perimeter square – remove concrete – prepare surfaces to receive new concrete – install 5,000PSI concrete/fast setting bag materials – clean and remove all debris from site – install removed traffic markings as needed
- **Stair Tower Repairs – 3 Stair Towers: \$18,500.00**
  - Trip Hazard/Falling Concrete – sound/mark out concrete for repairs – repairs to treads and risers, ceilings, and landings – saw cut repair areas – remove delaminated concrete – prepare surfaces – form treads/risers, and slab edge of overhead repairs - patch repairs – ceiling repairs to be high strength overhead repair mortar – flat work to be 5,000psi concrete/patch material- paint ceilings to match existing – replace, repair, reset existing nosing plates as necessary - clean entire stair tower of dust and debris – included are cleaning of windows doors and frames
- **Interior Stair Tower Lighting: 49,140.00**
  - Remove existing fluorescent light fixtures – 54 total lights with in the stair towers and replace with LED fixtures – this will provide better lighting in the towers as well as monthly cost saving measures (would assume WJE's assessment will include full lighting packages for the structures that do not have LED light)
- **Concrete/Drain Repair Southwest Entry/Exit Lane: 21,000.00**

- Severe deteriorated concrete and drainage issues at this location – remove concrete at entry/exit lanes – examine current drainage situation and determine repairs – submit proposal for the drainage repairs
- Included in pricing is a 10,000.00 allowance for the repairs to current drain
- Repair drain after approvals
- Replace concrete pitching toward drain
- **1<sup>st</sup> and 2<sup>nd</sup> Floor Precast Members at the West and East Elevations: \$39,800.00**
  - Install structural shoring prior to precast members removal – remove precast members and dispose –fabricate and galvanize full height posts- incorporate new posts into the new barrier cable system design – system was engineered and designed by WJE





Ceiling Repairs





Floor Delamination's







Park St- Parking Blocks



Chester Stair





Peabody Acrylic Wall Coating



Pierce Drain Replacement



Pierce Plumbing



Pierce Floor – Drain – Plumbing



Pierce – Stair Tower – Ceiling and Slab Edge Repairs



Pierce Stair Tread and Riser Repairs



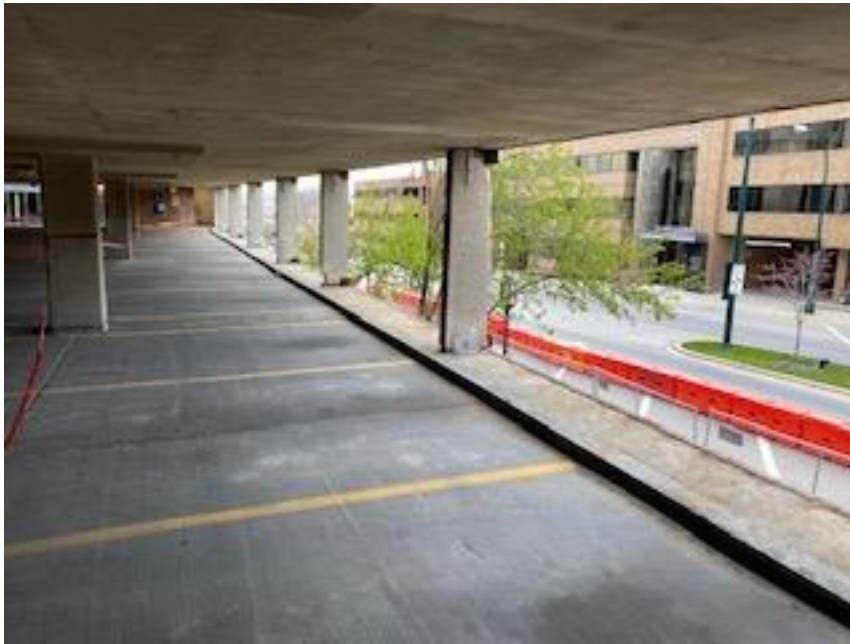
Pierce Lansing Repairs



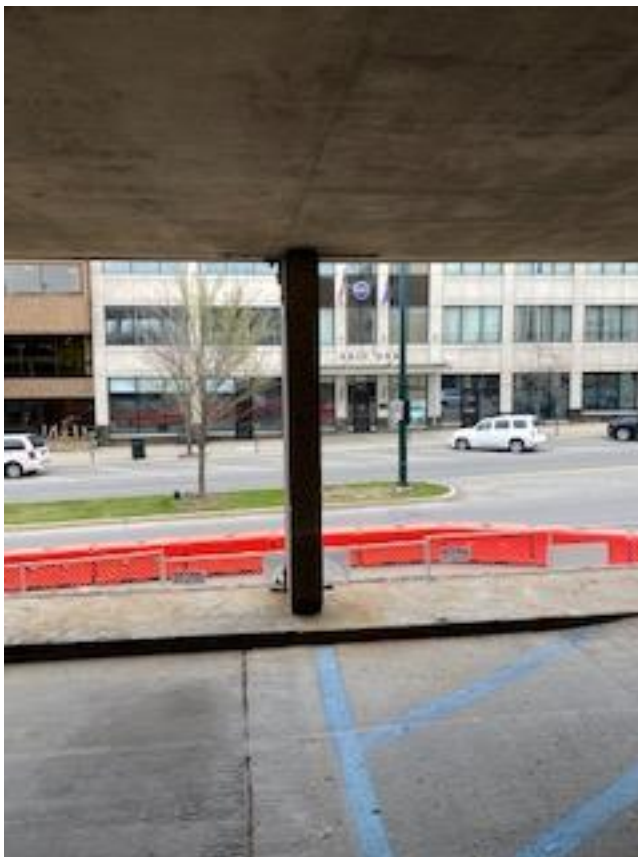
Park St Steel







NOW Precast Members





**DATE:** May 13, 2020

**TO:** City Commission

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

**SUBJECT:** Woodward Dream Cruise

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## INTRODUCTION:

The onset of the COVID-19 pandemic has caused us to review and evaluate our City sponsored events for this summer in regard to concerns for the public's health and safety. Several City events have already been canceled accomplish this. The annual Woodward Dream Cruise event is held with the support of neighboring communities along the Woodward corridor. Several communities including Birmingham have shared concern with this event continuing in the current environment. At this time, a resolution is being proposed to formalize the City's position and concern with allowing the Woodward Dream Cruise event to continue in August 2020.

## BACKGROUND:

The Woodward Dream Cruise event is managed through a non-profit corporation, Woodward Dream Cruise, Inc., comprised of community representatives along the Woodward corridor and representatives from Oakland County and private sector media partners. This body has handled the promotion and organization of this multi-community event over the years.

This year with the onset of COVID-19 and the uncertainty of engaging with large crowds, the ability to hold this annual event has come into question. Certainly, the canceling of this event would be a disappointment to many who relish in this annual celebration of car culture and this has caused some reluctance to cancel the event. Conversely, attracting over a million people to an event during a worldwide pandemic is the reality we face.

Some communities have already indicated their desire for the event to be canceled for the reasons stated. Because planning for this event would be continuing if a formal cancelation is not announced, it is important for action by the City as this time. A resolution has been proposed for the cancelation of the annual Woodward Dream Cruise event for 2020.

## LEGAL REVIEW:

N/A

## FISCAL IMPACT:

If the event did not proceed, the event related expenses would not be incurred. Last year, expenses were \$29,042.98 which included police and fire patrols, public services set up and clean

up, building related inspections. Additionally, event revenues would also not be collected and sponsorship revenues related to the event include about \$50,000 and a contribution from WDC, Inc. of about \$3,000.

If the effective promotion of a cancelation is not conducted, a large portion of the expenses would still be incurred for needed police services to manage the large crowds.

#### SUMMARY

Given the large crowds that are drawn to the annual Woodward Dream Cruise event and the current concerns with COVID-19, it is recommended to adopt the attached resolution for the WDC, Inc. to cancel the event for 2020.

#### ATTACHMENTS:

- Draft Resolution requesting cancelation of the Woodward Dream Cruise event for 2020 and promoting its cancelation to the public.
- Letters from other communities.
- Articles on cancelations of other area events.

#### SUGGESTED ACTION:

To approve a resolution requesting the cancelation of the annual Woodward Dream Cruise event for 2020 due to public health and safety concerns attributed to the covid-19 pandemic and encouraging the promotion of the cancelation of the event by WDC, Inc. to the public.

## **CITY OF BIRMINGHAM**

### **RESOLUTION REQUESTING THE CANCELATION OF THE ANNUAL WOODWARD DREAM CRUISE EVENT FOR 2020 DUE TO PUBLIC HEALTH AND SAFETY CONCERNS ATTRIBUTED TO THE COVID-19 PANDEMIC AND THE PROMOTION OF THE EVENT CANCELATION BY WDC, INC.**

- WHEREAS,** the Woodward Dream Cruise event has developed from a grass roots community based effort to promote a one day non-alcoholic car event along the Woodward Avenue corridor, and
- WHEREAS,** The Woodward Dream Cruise is established by the community involvement of Berkley, Birmingham, Bloomfield Hills, Bloomfield Township, Ferndale, Huntington Woods, Pleasant Ridge, Pontiac and Royal Oak to coordinate the event through an intergovernmental partnership, and
- WHEREAS,** these communities in conjunction with Oakland County, have contracted with media partners and hired an event management team to assist in promoting the event, and
- WHEREAS,** the annual Woodward Dream Cruise event attracts people from around the world, the country and the state to celebrate car history and car culture along Woodward Avenue in Oakland County, and
- WHEREAS,** the annual Woodward Dream Cruise event attracts crowds in excess of one (1) million people to the Woodward corridor in Oakland County, and
- WHEREAS,** on March 10, 2020, Michigan Governor, Gretchen Whitmer had declared a State of Emergency across the State of Michigan due to public health concerns related to a novel coronavirus (COVID-19) that was introduced in our state, and
- WHEREAS,** a vaccine for this respiratory disease has not been created to effectively eliminate its spread, and
- WHEREAS,** the spread of the COVID-19 pandemic has been attributed to social contact and has led to several Executive Orders designed to preserve and protect the public's health by requiring social distancing, and
- WHEREAS,** the businesses in the communities along Woodward Avenue have suffered from these orders and continuing with the event would cause additional hardships for Woodward businesses, and
- WHEREAS,** the promotion of the 2020 annual Woodward Dream Cruise event is contributing to the current public health crisis by encouraging large crowds to convene during a worldwide pandemic, and
- WHEREAS,** the cities of Ferndale, Pleasant Ridge, Huntington Woods and Berkeley have raised similar concerns for the health and safety of their residents and businesses with this event, and

**WHEREAS,** WDC, Inc., through its Board of Directors, has a shared responsibility in managing an event of this size and scale to protect the public's health, now therefore be it

**RESOLVED,** due to concerns for the safety of the residents of the communities along the Woodward Avenue corridor and the million attendees that normally participate in the annual event with the potential spread of the coronavirus, and

**RESOLVED,** due to the contributing effects to the businesses along the Woodward Avenue corridor and within our business districts that are already enduring unprecedented challenges to remain open, and

**RESOLVED,** due to the increased costs each community will be burdened with in an environment of reduced municipal revenues if the event and promotion of it is allowed to proceed, and

**RESOLVED,** the City of Birmingham in conjunction with neighboring communities advocates WDC, Inc. regretfully cancel the 2020 Woodward Dream Cruise event for these reasons and promote this cancelation to the public, and

**RESOLVED,** that a copy of this resolution be sent to the Woodward Dream Cruise Board of Directors, and

**BE IT FURTHER RESOLVED,** that a copy of this resolution also be shared with the Michigan Department of Health and Human Services, the Emergency Management and Homeland Security Division of the Department of State Police, the Oakland County Emergency Management Office, the Oakland County Health Officer and the cities of Berkley, Bloomfield Hills, Bloomfield Township, Ferndale, Huntington Woods, Pleasant Ridge, Pontiac and Royal Oak.

I, Alexandria Bingham, City Clerk Designee, do hereby certify that the foregoing is a complete and true copy of a resolution adopted by the City Commission of the City of Birmingham at a regular Birmingham City Commission meeting held on May 18, 2020.

---

Alexandria Bingham, City Clerk Designee



City Manager's Office  
300 East Nine Mile Road  
Ferndale MI 48220  
248.546.2360  
[www.ferndalemi.gov](http://www.ferndalemi.gov)

May 7, 2020

From: Joseph Gacioch, Ferndale City Manager  
To: Dream Cruise Board of Directors

First, I would like to express my ongoing gratitude for your commitment to providing the 2020 Woodward Dream Cruise. Local festivals and regional events like the Woodward Dream Cruise reinforce community identity and contribute so much to a sense of place and economy.

Each of us understands the spectrum of impacts that COVID-19 has had on our communities, from the individual family unit to all levels of government and industry. In Ferndale, our downtown businesses and the parking system that supports them have been seriously hampered and may continue to be for the near-term, and our summer parks and recreation programs have been suspended through the end of August. When sectors of our community do reopen, protocols will be based on guidance from public health officials and the CDC. We believe these new protocols will align with a shift in public health expectations for public spaces.

Consequently, difficult decisions must continue to be made with public health at the forefront. Ferndale's elected officials and City Manager's Office agree that we cannot accommodate or participate in local events, including the Dream Cruise, as it would encourage density and discourage social distancing.

As of today, Oakland County has the third-highest number of confirmed cases of COVID-19 outside of the City of Detroit and Wayne County. While we recognize that cruisers are likely to roll down Woodward regardless of the status of our local events, we feel it is in the region's best long-term interest and the public's health and well-being for the Board to consider suspending the 2020 Dream Cruise.

I thank the Board for your consideration and for your service. The Woodward Dream Cruise is a special event that is part of the composite of our region's character. I look forward to Mustang Alley's return in 2021.

Sincerely,  
Joseph Gacioch  
City Manager



A D M I N I S T R A T I V E      O F F I C E S

*Mayor*  
**III**

**Robert F. Paul**

*Commissioner* **Jules B. Olsman**

*Mayor Pro-Tem* **Joe Rozell**

*Commissioner* **Jeff Jenks**

*City Manager* **Amy Sullivan**

*Commissioner* **Michelle Elder**

May 8, 2020

Re: 2020 Dream Cruise

Dream Cruise Board,

The City of Huntington Woods has been taking actions to keep our residents safe as possible from the spread of COVID-19. One of our more encompassing actions has been to cancel all summer programs and events. In that spirit, the City urges the Dream Cruise Board to cancel the event for 2020 and follow the CDC social distancing protocol for large group gatherings.

It is a difficult decision – one that we struggled with – but we are confident we made the safest decision for our residents and believe the Board should consider this in order to protect the health of the residents who live in the entire region.

Sincerely,  
CITY OF HUNTINGTON WOODS

Mayor Robert F. Paul

City Manager Amy Sullivan



# City of Pleasant Ridge

23925 Woodward Avenue, Pleasant Ridge, Michigan 48069  
Phone: 248-541-2901 • Web: [www.cityofpleasantridge.org](http://www.cityofpleasantridge.org)

City Commission  
Kurt Metzger, Mayor  
Chris Budnik  
Ann Perry  
Bret Scott  
Amanda Wahl

City Manager  
James Breuckman

May 8, 2020

**To: Dream Cruise Board of Directors**  
**Re: 2020 Dream Cruise**

On behalf of the Pleasant Ridge City Commission, Pleasant Ridge police, and City Staff, we respectfully request the Dream Cruise Board of Directors to cancel the event for 2020. Pleasant Ridge will not be participating or sanctioning any Dream Cruise events in our community this year.

This, like so many other decisions we are confronting about events and activities for this summer and beyond, is a difficult one. Events like the Dream Cruise are part of our collective and individual community identities. It helps set us apart regionally and nationally and provides great benefit to the member communities.

We recognize that cancelling the event is a great loss. However, it has only been through great sacrifice by our residents and businesses over the past two months that we have managed to flatten the curve and preserve our health care system. Reengaging too soon in events that bring a million people to our corridor, mixing and potentially spreading the virus, will lead to renewed acute outbreaks.

At this early stage in the global COVID-19 pandemic we do not have effective treatment protocols for the disease. We do not yet know enough about the long-term impacts that this novel virus can have. Early studies show that even asymptomatic people may be sustaining damage that may be long-lasting. Eventually as we learn more about the disease, its treatment, and its long-term impacts we will be better placed to start to plan for events like the Dream Cruise in responsible ways that can protect the public health. We are not there yet, and to proceed with the event this year would be reckless given all that we do not yet know.

Much like we have cancelled all our own local Pleasant Ridge summer events and activities out of an abundance of caution, we believe that cancelling the Dream Cruise for 2020 is the only prudent action to take. Concerns about public health, welfare, and safety must take precedence over all other considerations.

We thank the Board for your consideration and for your service, and we fervently look forward to a hopeful return of the Dream Cruise event in 2021.

Best,

James Breuckman  
City Manager





To: Chair Michael Lary and Woodward Dream Cruise Board of Directors  
From: Matthew Baumgarten, Berkley City Manager  
Date: May 8, 2020  
Subject: Dream Cruise and City of Berkley

---

Mr. Chair,

I would like to begin with a word of appreciation on behalf of the City of Berkley for the amount of work that occurs each and every year to create Michigan's premier celebration of our automotive history and ingenuity. The collective efforts of the Board, the Executive Director, your sponsors, and media partners never goes unnoticed and is always appreciated. It is because of that deep appreciation that the following request from the City of Berkley comes only after great consideration and a heavy heart.

The City of Berkley is asking the Woodward Dream Cruise Board of Directors to cancel all in person events planned for the Dream Cruise 2020. Since the event brings over a million spectators up and down the sidewalks of the Woodward corridor, the potential for spread of coronavirus will be high. Berkley's first and foremost concern is with the clustering of individuals along the sidewalks and at events which would make social distancing nearly impossible. As such, our City Council and Administration will neither sanction nor issue permits for any Dream Cruise events or gatherings between Webster and Eleven Mile Road.

As of writing this, death and infection rates are trending downward and stories of overwhelmed hospitals and scarcity of supplies are nearly behind us. We are doing everything within our ability to ensure that continues with the express goal of allowing events to resume after Labor Day. However, these aspirations depend on the continuation of social distancing, wearing of masks, and avoidance of large groups per the advice of County and State health officials as well as the Center for Disease Control.

Our Berkley City Officials understand that cruising is the heart of this event and recognize that cancelling entirely would be a great loss. It is our hope canceling in person events leaves the Board with options in planning the 2020 Dream Cruise. The City would still welcome cruising so long as it is done safely in a vehicle without spectators clustering in parking lots and at events.

You are not alone in facing hard choices in light of the pandemic. Our residents have also had to make significant sacrifices but they have largely chosen to serve as an example to the region by staying home and staying safe. Our Chamber of Commerce has made the difficult decision to cancel two events that are not only a point of pride for the organization, but also provide the funding that benefits its membership. Likewise our City government has had to cancel all of the summer events that enrich our community but likewise draw large crowds. We are all making a shared sacrifice and we ask that your Board decides to do the same.

Thank you,

A handwritten signature in black ink, appearing to read "Matthew Baumgarten", is written over a light blue horizontal line.

Matthew Baumgarten  
Berkley City Manager



[https://www.dailytribune.com/news/coronavirus/opposition-grows-in-royal-oak-elsewhere-to-cancel-woodward-dream-cruise-events/article\\_5a46a51c-9463-11ea-b553-87067d94b639.html](https://www.dailytribune.com/news/coronavirus/opposition-grows-in-royal-oak-elsewhere-to-cancel-woodward-dream-cruise-events/article_5a46a51c-9463-11ea-b553-87067d94b639.html)

FEATURED

# Opposition grows in Royal Oak, elsewhere, to cancel Woodward Dream Cruise events

By Mike McConnell [mmcconnell@medianewsgroup.com](mailto:mmcconnell@medianewsgroup.com); @mmcconnell01 on Twitter  
May 12, 2020



COVID-19 and safety concerns are driving efforts in Royal Oak and surrounding communities to cancel the annual Woodward Dream Cruise special events that help draw about 1.5 million people to the event each year.  
Tribune file photo

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Royal Oak city and police officials are joining with several other nearby communities to limit special events that have been part of the Woodward Dream Cruise in the past.



Founded in 1995, the cruise attracts up to 1.5 million people along a 16-mile parade route of classic cars on Woodward from Ferndale to Pontiac.

But the COVID-19 pandemic is limiting enthusiasm for the cruise among cities and residents alike.

David Gillam, Royal Oak's interim city manager and attorney, said he has had discussions with at least a half dozen city managers in the region – including Ferndale, Berkley, Pleasant Ridge, Huntington Woods and Birmingham.

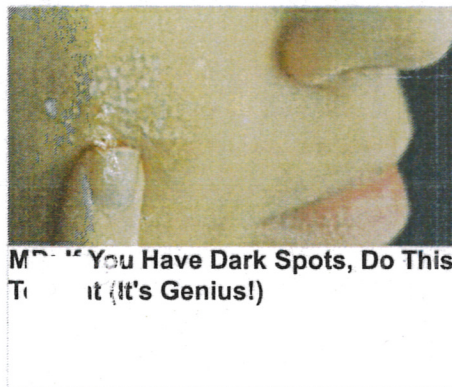
"The managers are all opposed to the Dream Cruise going forward," Gillam said.

Some communities have already presented the Woodward Dream Cruise board with letters requesting that the event be canceled, Gillam said.

John Fedele, Royal Oak's supervisor of parks and recreation, said when he last spoke with cruise board members "their interest is to still have the Dream Cruise."

"The consensus from the board is that the cruisers will show up regardless" of whether the event is canceled, Fedele said.

The board is expected to make a decision on whether to formally cancel the cruise by June 8, he added.



Cruisers in restored classic cars, muscle cars, street rods and collector vehicles are the main highlight of the annual Woodward Dream Cruise, billed as the world's largest single-day auto event.

But some cities and many residents, especially those who live near Woodward, have raised objections to the noise, auto exhaust and disruption of the event.

Woodard and 13 Mile Road in Royal Oak is the epicenter of the cruise, held on the third Saturday of August each year.

The cruise has expanded, unofficially, to much more than a one-day gathering over the years. The most intense activity builds in the weeks leading up to the day of the cruise.

However, cruisers start hitting Woodward in Royal Oak and elsewhere as soon as the spring begins.

In Royal Oak, many residents close to Woodward typically start to call police in March to complain about groups of motorists gathering, speeding and revving their engines.

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Some of those residents called and left messages for the City Commission on Monday, urging Royal Oak to back away from the Woodward Dream Cruise.  
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"I do not feel this will be a safe environment even if the COVID-19 virus is brought under control by August," said Suzanne Haywood. "The shoulder-to-shoulder contact, with many people from outside Michigan, (could be) a breeding ground to restart the virus. This is a perfect time to end" the cruise.

Angela Twiss asked that Royal Oak block access to residential streets from Woodward to spare neighbors from the thousands of cruise attendees who watch the cars and may have COVID-19.

"It's really not fair to ask us to endure that," she said.

Woodward is a state highway so Royal Oak and other communities along the cruise route have no authority to stop people traveling there, Mayor Michael Fournier said.

"We can stop special events, but we can't stop people driving on Woodward," he said.

In Royal Oak there is a long history of debate over whether the cruise benefits enough businesses or the communities to justify the cost.

The Woodward Dream Cruise board gives financial reimbursements to communities for increased police work.

"We get some" reimbursement funding, Royal Oak Police Chief Corrigan O'Donohue said, "but not (equal) to what we put into it."

**Mike McConnell**

@mmcconnell01 on Twitter

Mike McConnell is a multimedia journalist for the Royal Oak Tribune.

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# 2020 Ann Arbor Art Fair canceled due to COVID-19 concerns

**Brendel Hightower**, Detroit Free Press

Published 2:26 p.m. ET May 7, 2020



Visitors can explore the work of more than 1,000 artists -- from Michigan and around the globe -- at the Ann Arbor Art Fair. (Photo: Regina H. Boone, Detroit Free Press)

The 2020 [Ann Arbor Art Fair](https://www.theannarborartfair.com/) (<https://www.theannarborartfair.com/>) scheduled for July 16-20 has been canceled due to the COVID-19 virus amid safety concerns for visitors, artists and area residents being a top priority.

"We are deeply saddened, but we have consulted with City officials and determined that we are just not able to produce the Art Fair in a manner that will adhere to the mandated social distancing requirements that lie ahead," according to a recent statement from Directors of the four individual Ann Arbor Art Fairs.

The Ann Arbor Art Fair, a Midwest tradition that draws close to half a million attendees over four days in July, features more than 1,000 artists and a footprint spanning 30 city blocks in downtown Ann Arbor.

The nation's largest juried art fair that have brought world-class art to the streets of Ann Arbor for the last 60 years invites you to mark your calendars for July 15-18, 2021 as downtown Ann Arbor transforms into an art lovers paradise once again.

**More:** [Detroit City FC first spring season as fully professional team canceled \(/story/sports/2020/04/27/detroit-city-fc-first-spring-season-professional-canceled/3033520001/\)](#)

Read or Share this story: <https://www.freep.com/story/news/local/michigan/2020/05/07/2020-ann-arbor-art-fair-canceled-coronavirus/3089318001/>



## **MEMORANDUM**

**Office of the City Manager**

**DATE:** May 14, 2020

**TO:** City Commission

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

**SUBJECT:** Request for Closed Session – Pending Litigation  
Coulston v City of Birmingham

---

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

**SUGGESTED RESOLUTION:**

To 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,

**(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.)**