

GREENWOOD CEMETERY ADVISORY BOARD AGENDA
FRIDAY, APRIL 1, 2022
MUNICIPAL BUILDING, 151 MARTIN, ROOM 205
8:30 A.M.

The Greenwood Cemetery Advisory Board provides the 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.

I. CALL TO ORDER

Chairperson, Linda Buchanan

II. ROLL CALL

City Clerk, Alexandria Bingham

III. APPROVAL OF THE MINUTES

- A. Approval of meeting minutes of March 4, 2022

IV. UNFINISHED BUSINESS

- A. Greenwood Cemetery Operational Procedures, Conditions and Regulations
- i. Read through additional revisions and suggestions from City Attorney Mary Kucharek
 - ii. Recommend further revision or to adopt the revised rules and regulations

V. NEW BUSINESS

- A. Cemetery Service Provider Contract
- B. Future Business for May
- a. Policy for Approving and Installing Markers for Persons of Historical Significance
 - b. Preparation for 2021-2022 Annual Report, Goal Reflection & Setting
 - c. Planning for Grave Stone Inventory
 - d. Other Items for Consideration

VI. REPORTS

- A. Update from Museum Director Leslie Pielack
- B. Update from Department of Public Services
- C. Update from Clerk's Office
- D. Financial Reports
- E. Cemetery Sales & Activity
- F. City Managers Report

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

VIII. BOARD COMMENTS

IX. ADJOURN

Next Meeting: May 6, 2022

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM:

<https://zoom.us/j/98983856041> **Meeting ID:** 989 8385 6041

You may also present your written statement to the City Clerk,
151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the meeting.

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, March 4, 2022, 8:30 a.m.
151 Martin St. - Room 205**

I. Call To Order

Linda Buchanan, Chair, called the meeting to order at 8:30 a.m.

II. Roll Call

Present: Chair Linda Buchanan
Pam DeWeese (left 9:38 a.m.)
Linda Peterson
Laura Schreiner
George Stern
Margaret Suter
Joseph Vercellone

Absent: None

Administration: City Clerk Bingham, Museum Director Pielack (left 9:01 a.m.), Deputy Clerk Woods

III. Approval Of The Minutes

A. Review of the Minutes of January 7, 2022

Ms. Suter recommended a missing 'if' be added to the sentence beginning "Ms. Suter asked that".

MOTION: by DeWeese, seconded by Suter:

To approve the minutes of January 7, 2022 as amended.

VOTE: Yeas, 7
Nays, 0

IV. Unfinished Business

Chair Buchanan reiterated her statement from the January meeting that ongoing unfinished items are being worked on even if said items are not being raised on each agenda.

V. New Business

A. Policy for Approving and Installing Markers for Persons of Historical Significance

MD Pielack summarized the intent of the form.

There was Board consensus that the review process should go to the City Clerk, then the Museum Director, then the Museum Board, then GCAB, and then the City Commission.

CC Bingham said she would check with the City Manager to see what he thought of that proposed review process. She noted that Ms. Arcome would also be looped in from the beginning and that once approval was granted all the participants from the review process would also be informed of the decision.

Ms. Schreiner noted Staff should clarify whether the City would expect an applicant to attempt to contact two lines of descendents in cases where the deed-holder allowed a non-family member to be buried in their plot.

CC Bingham noted the Board's recommended revisions to the form. She said she and her Staff would integrate the revisions and return it at the April meeting.

B. Letter from George Stern Regarding Master Planning and Greenwood Cemetery

Chair Buchanan clarified:

- The invitation by Robert Gibbs to attend the study group was to every attendee at the Government Day breakfast in 2019;
- Mr. Stern was told that Mr. Gibbs would be welcome to attend a GCAB meeting and present, but that did not occur;
- A columbarium remains an item for discussion on the Cemetery master plan priority list;
- The Cemetery has a master plan that the Board continues to implement and work from; and,
- Items relevant to the Board should be addressed with the Board first, and then the Board may recommend that the issue be submitted to the Commission once the Board's review is complete.

Mr. Stern explained:

- He sent his letter to the Commission in response to Commissioner Baller, who emailed residents and asked for resident comments on the Citywide 2040 Master Plan draft;
- He felt that the lack of attention to the need for more Cemetery space was an oversight in the 2040 Plan draft;
- He had mentioned the same to Mr. Gibbs; and,
- What he believes a new Cemetery master plan would entail: what are the future requirements for Cemetery space, where such space would be provided, and how the Cemetery would market the available space.

Chair Buchanan reiterated that it was important for Mr. Stern to raise the topic with the Board first so it had the opportunity to analyze and discuss his recommendations.

Ms. Peterson agreed that the Board's work is strongest when it works together to achieve Board members' aims for improving the Cemetery and its administration.

Chair Buchanan said she was not surprised the 2040 Plan draft lacked more focus on the Cemetery given its already broad scope.

Dr. Vercellone noted serving on a City board or committee does not eliminate a resident's right to express their personal views, as long as said resident is clear that they are not speaking on behalf of their Board. He said that in light of that fact, he had no difficulties with Mr. Stern's submission of a letter to the Commission, especially since it focused on the 2040 Plan draft.

Dr. Vercellone continued that it was appropriate for Mr. Stern to address his comments to the Commission since his comments regarded the 2040 Plan draft and planning for the potential need for additional Cemetery space in the future. He noted that might entail creating an additional Cemetery, which GCAB would not necessarily have purview over.

Chair Buchanan said Mr. Stern had a right to express his opinion, but that asking the Commission to take action on Board-related matters should have been addressed with the Board first.

There was discussion about:

- Whether the City aims to simply preserve and maintain the Cemetery or whether it seeks to market and profit from its Cemetery space; and,
- Whether the City was content to wind down burials in the City once the Cemetery is full or whether the City seeks to create additional burial space

Dr. Vercellone said the Board should schedule a future discussion regarding whether the Cemetery should be in maintenance mode or growth mode. He explained the Board did not seem to have a consensus on that yet.

After further discussion, there was consensus that the Board needed to know which approach the Commission was more interested in.

Mr. Stern ventured that could be accomplished in a joint Board-Commission study session.

Chair Buchanan endorsed the idea of a joint study session, and said the matter could also be discussed as part of the 'Burial Spaces and Selling' topic.

C. Future Business for April

- a. Greenwood Cemetery Operational Procedures, Conditions and Regulations**
 - i. Read through additional revisions and suggestions from City Attorney Mary Kucharek**
 - ii. Recommend further revision or to adopt the revised rules and regulations**
- b. Cemetery Service Provider Contract**
- c. Planning for Grave Stone Inventory**
- d. Preparation for 2021-2022 Annual Report, Goal Reflection & Setting**
- e. Other Items for Consideration**

VI. Reports

A. Clerk's Office Update
B. Financial Reports

Mr. Stern requested another detailed financial report from FD Gerber.

C. Cemetery Sales & Activity

Ms. Suter asked for details on what each type of noted obstruction is on the obstruction survey.

CC Bingham said that would be a Spring/Summer 2022 project.

Chair Buchanan noted that it would be helpful for the City to complete the obstruction survey expeditiously because then the Board would have more clarity on which plots remain available for sale.

D. City Managers Report
a. January
b. February

VII. Open To The Public For Matters Not On The Agenda
--

VIII. Board Comments

In reply to Ms. Peterson, CC Bingham said she would work with Ms. Arcome to try and get more trash receptacles into the Cemetery.

Chair Buchanan shared a picture of the kind of wrought iron gate she was proposing to replace the plastic chain at the Cemetery.

IX. Adjourn

Chair Buchanan adjourned the meeting at 9:52 a.m.

Alexandria Bingham
City Clerk



Laura Eichenhorn
City Transcriptionist

DATE: March 30, 2022

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: Review of Greenwood Cemetery Operational Procedures, Conditions and Regulations:

INTRODUCTION:

At the March 2021 GCAB meeting a priority list was determined by GCAB in order to systematically review all sections of the Greenwood Cemetery Operational Procedures, Conditions and Regulations. GCAB completed an initial review of the entire document at various regular meetings scheduled in 2021.

SUMMARY:

Review Schedule – GCAB Reviewed and gave input on every section throughout the regularly scheduled meetings in 2021.

April 2021

XI. Schedule of Fees and Charges

May 2021

General – Overall Language Check

I. Definitions

July 2021

VI. Monuments, Grave Markers and Foundation Monuments

August 2021

IX. Lot Sales Policy

X. Lot Resale Policy

October 2021

V. Operational Regulations

IV. Maintenance and Perpetual Care

December 2021

VII. Funerals, Internments & Disinterment

VIII. Burial Rights Policy

II. Conduct of Persons

III. Traffic Regulations

January 2022

GCAB reviewed the document as a whole, section by section in chronological order and made additional revisions and recommendations and finalized the list of questions by section for the city attorney.

March 2022

City Clerk Bingham and Deputy Clerk Woods combined the GCAB input from January 2022 and met with City Attorney Kucharek to go over the entire document.

LEGAL REVIEW:

- If questions arise from the proposed draft today there will be follow up with the city attorney.

PUBLIC COMMUNICATIONS:

- Public comment at GCAB meetings is always welcome.

ATTACHMENTS:

- Greenwood Cemetery Operational Procedures, Conditions and Regulations:
 - Clean Copy
 - Redlined Copy

SUGGESTED BOARD ACTION:

- Review the current draft of the rules and regulations.
- Ask questions and make suggestions.
- If sufficient, recommend this draft go to the City Manager's Office for review and their direction for next steps.

CITY OF BIRMINGHAM

GREENWOOD CEMETERY OPERATIONAL PROCEDURES, CONDITIONS, AND REGULATIONS

I. DEFINITIONS

A. The following words and phrases, for the purposes of these operational procedures, conditions, and regulation, have the meanings respectively ascribed to them.

1. "Cemetery" shall mean Greenwood Cemetery.
2. Cemetery land designations are as follows:
3. "Section" shall mean a collection of cemetery lots
4. "Lot" shall mean a collection of plots
5. "Plot" shall mean an individual gravesite. Interchangeable with "gravesite" or "grave space"
6. "City" shall mean mean any physical part of the City, the City Manager, the City Clerk, the City Department of Public Services, or any any other entity otherwise responsibility for municipal functions, and/or those employed by the city of Birmingham and or under the direction of the city and or its designated contractors.
7. "Corner Marker" also known as cemetery pin or lot pin, is used to locate cemetery sections, lots, and plots.
8. "Department" shall mean the City of Birmingham Department of Public Services.
9. "Ground Level Memorial Marker" shall mean an object denoting the location of a grave installed at ground level.
10. "Immediate Member" shall mean spouse, children, grandchildren, parents, siblings, nieces, nephews, grandparents, aunts, uncles, and stepchildren. Shall also include domestic partner or those in a civil union.
11. "Marker" shall mean a stone or object denoting the location of a grave which is not installed even with the ground level but does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.
12. "Memorial" shall include "Ground Level Memorial Marker", "Marker" or "Monument"
13. "Minor" shall mean persons under eighteen years of age.

14. "Monument" shall denote an object or memorial stone in excess of (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.

15. "Permanent outside container" shall be a container that encloses a casket. The following are considered permanent outside containers: concrete boxes, or concrete, copper, or steel burial vaults.

II. CONDUCT OF PERSONS

A. All persons shall be responsible for any and all damage caused to any property in the cemetery. No minor shall enter the cemetery grounds unless accompanied by an adult responsible for the minor's conduct, or unless permission has been granted by the City.

B. All Persons shall:

1. Enter the cemetery except through an established gate and only during the hours from 7:00 am to 9:00 pm.
2. Deposit or leave rubbish and debris on any part of the cemetery grounds, except in city-provided trash receptacles
3. Refrain from picking, mutilating, removing, or destroying any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except for work by the City.
4. Refrain from Break, injure, remove, deface or otherwise harm any memorial on the cemetery grounds.
5. Comply with applicable leash laws.
6. Refrain from discharging any firearm on the cemetery grounds, except in the conduct of military funerals using only blanks, and with written permission of City or designee and prior notification of the Police Chief.
7. Refrain from the carry, use, or consumption of any intoxicants at any time while on cemetery grounds, or bring into the cemetery grounds, or consume such while in the cemetery.
8. Refrain from hosting or advertising any goods, services, or activities unless the City has provided written permission.
9. Conduct in only a quiet and respectful manner while on the cemetery grounds.

III. TRAFFIC REGULATIONS

A. All vehicular traffic laws of the City of Birmingham shall be strictly observed. Every person or entity in control, including vehicular owners, drivers, and/or as operator who has engaged autopilot, will be jointly and severely liable for any and all damages caused by such vehicle which has entered onto cemetery grounds.

B. No person shall:

1. Operate a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.
2. Operate or park a vehicle on other than established driveways, except for the purpose of City authorized maintenance or construction as permitted.
3. Turn a vehicle around within the cemetery by performing a u-turn within established driveways.
4. Use a cemetery driveway as a public thoroughfare.

IV. MAINTENANCE AND PERPETUAL CARE

A. The City 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 shall not contract or agree to give special care to any section, lot, or burial space, except as above provided.

B. The City 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, remove, replace or add 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.

C. In order to preserve the integrity of potentially historical markers, the City shall maintain, using best practices and discretion, markers for deaths which have occurred 120 years ago of which there have been no maintenance from family for a period of 10 years.

V. OPERATIONAL REGULATIONS

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

B. Corners of all sections, lots, and plots will be marked with corner markers set flush with the ground surface, which will be maintained by the City and shall not be disturbed.

C. 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. The cutting of paths shall not be permitted.

D. The City shall have the right to remove from any lot any objects, including trees, shrubs, and flower pots that are not in keeping with the regulations of the cemetery.

E. Vases and planters shall be allowed on lots or plots, providing that the same shall be kept in good repair. If not kept in good repair, the City shall have authority to remove and shall not be liable for any such removal.

F. The city shall have the authority to remove unapproved items from lots or plots, and the City shall return the unapproved items to an immediate family member. If the item is not claimed within six months it will be considered abandoned property.

G. Planters for the planting of flowers will be removed from lots and plots if not filled with foliage by July 1st. The City shall return the removed planter to an immediate family member. If the item is not claimed within six months it will be considered abandoned property.

H. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the City, or a person authorized to act in their stead in matters pertaining to the cemetery.

I. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City from all obligation to resod without an additional fee.

J. It is not permitted to plant any plant that may grow over three feet in height or is a non-native or invasive plant. If a plant, approved or otherwise, becomes overgrown the City may trim, cut or remove the plant. The City may ask for reimbursement from the plot owner for cost of removal or maintenance.

K. The City reserves the right to remove all plants, flowers or other objects wherever situated that are not maintained in accordance with regulations hereof.

L. The City reserves the right to remove any object that interferes with safety and maintenance.

M. If an individual or group wishes to place items at graves they do not own, they must receive written approval from the City and will be responsible for a plan for removal.

VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS

A. MONUMENTS

1. 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 plot.
2. The erection of all monuments shall be subject to the following conditions:
3. 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 after payment has been made. Foundations will be installed April to November, weather dependent, as determined by the City. Requests received after November 1st will be held until conditions allow for installation.
4. Designs for monuments must be submitted to the City, 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.

5. No monument of artificial stone, sandstone, limestone, or soapstone will be permitted.
6. All contractors, vendors and workers engaged in setting monuments shall be under the supervision of the City and they will be held responsible for any damages. No work of setting monuments shall be started that cannot be completed by the end of the day following the start of such work.
7. All contractors/vendors engaged in setting monuments shall have prior approval from the city prior to commencement of work. for the setting of any monument from the City prior to commencement of work such contractor/vendor (and the workers thereof) will be held responsible for any damage resulting from said contractor's/vendor's (or the worker's thereof). Further, all monument installations shall be completed at the close of each business day, and non-monument installation may remain unfinished at the close of the business day.
8. No monuments shall be allowed in sections designated only for ground level memorials.

B. MARKERS

1. Markers shall not exceed eighteen (18) inches 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.
2. Individual markers can be sod set without a concrete foundation.
3. A form with the size, material and design must be submitted to the City for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1st and March 31st unless weather permits.

C. FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015

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

VII. FUNERALS, INTERMENTS AND DISINTERMENTS

A. FUNERALS AND INTERMENTS

1. No lot or burial space shall be used for any purpose other than the interment of human remains and the erection of appropriate memorials.
2. 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.
3. The City 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.
4. No grave shall be dug closer than six (6) inches from the line of any lot.
5. 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.
6. 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.
7. All funerals within the cemetery shall be under the supervision of the City. No burials are to be made on Sunday or legal holidays, except by permission of the City. Overtime charges will apply.
8. 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) business hours of daylight to prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.
9. 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.
10. Interments of the remains of any persons other than the owner or an immediate family member 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.
11. Only one (1) interment in any one grave space shall be permitted, except in the case of a parent and infant child, or two (2) children dying at about the same time, or in such other unusual cases as it shall seem to the City to be proper under the circumstances. Such interments shall adhere to Section VIII Burial Rights Policy.

12. Up to two cremated remains may be placed in the same space if the owner of the grave space or their heirs purchase the right to such interment. 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 ground level. Maximum of three (3) cremated remains may be placed in a single grave space.

B. DISINTERMENTS

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

VIII. BURIAL RIGHTS POLICY

A. Full Plot

1. One burial right for cremated remains or full burial is included in a full sized plot purchase. To add burial rights for up to two (2) additional cremated remains, owner must purchase each additional right of burial per plot. A maximum of three (3) burial rights are allowed in a full sized plot.

B. Cremation Plot

1. One burial right for cremated remains is included in a cremation plot purchase. Cremation plots measuring three (3) feet by four (4) feet may have one additional burial right, to be purchased by owner. A maximum of two burial rights are allowed in a (3) feet by four (4) feet Cremation plot.
2. Cremation plots measuring three (3) feet by two (2) feet cannot have an additional burial right. A maximum of one burial right is allowed in a three (3) feet by two (2) feet cremation plot.

IX. LOT SALES – PAYMENT PLAN POLICY

A. 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.

B. Payment agreements require a 20% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments not to exceeded 24 months. Such payment agreements shall be interest free. There shall be no prepayment penalty to the Purchaser.

C. 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).

D. 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.

E. 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

A. 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.

B. 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.

C. (For the purpose of 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

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

XII. REVISIONS

A. The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.

1. October 18, 1971 Resolution No. 1434-71
2. February 13, 1984 Resolution No. 02-97-84
3. February 23, 2009 Resolution No. 02-52-09
4. December 17, 2012 Resolution No. 12-356-12
5. August 10, 2015 Resolution No. 08-174-15
6. March 27, 2017 Resolution No. 03-82-17 (and confirmed by Greenwood Cemetery Advisory Board on May 5, 2017).
7. January 14, 2019 Resolution No. 01-011-19

**CITY OF BIRMINGHAM
GREENWOOD CEMETERY OPERATIONAL PROCEDURES,
CONDITIONS AND REGULATIONS**

I. DEFINITIONS:

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

Definition of city looking at zoning ord, gen ord, or make it lengthy and cumbersome. City shall mean any physical part of the City, the City Manager, the City Clerk, the City Department of Public Services, or any any other entity otherwise responsibility for municipal functions, and/or those employed by the city of Birmingham and or under the direction of the city and or its designated contractors.

A. *alpha order the definitions

B.A. "Cemetery" shall mean Greenwood Cemetery.

C. — "Superintendent" shall mean the City Manager or his/her designee.

D. — "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.

E. — "Monument" shall denote a memorial stone or object of a size in excess of that of a marker.

F. — "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.

G.A. "Department" shall mean the City of Birmingham Department of Public Services.

H. — "Memorial" shall mean monuments or markers list the 3 types

a. — Marker? even with the ground.

b. —

—.

c. — Individual definitions for these three

~~I.~~—

—

~~J.B. Define section as a collection~~Cemetery land designations are as follows:

- a. "Section" shall mean a collection of cemetery lots
- b. "Lot" shall mean a collection of plots
- c. "Plot" shall mean an individual gravesite. Interchangeable with "gravesite" or "grave space"

C. "City" shall mean mean any physical part of the City, the City Manager, the City Clerk, the City Department of Public Services, or any any other entity otherwise responsibility for municipal functions, and/or those employed by the city of Birmingham and or under the direction of the city and or its designated contractors.

D. "Corner Marker" also known as cemetery pin or lot pin, is ~~(or lot pin) cemetery pin designed~~used to designatelocate cemetery sections, lots, and plots.

—"Department" shall mean the City of Birmingham Department of Public Services.

~~E.~~

F. "Ground Level Memorial Marker" shall mean an object denoting the location of a grave installed at ground level.

G. "Immediate Member" shall mean spouse, children, grandchildren, parents, siblings, nieces, nephews, grandparents, aunts, uncles, and stepchildren. Shall also include domestic partner or those in a civil union.

H. "Marker" shall mean a stone or object denoting the location of a grave which is not installed even with the ground level but does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.

I. "Memorial" shall include "Ground Level Memorial Marker", "Marker" or "Monument"

J. "Minor" shall mean persons under eighteen years of age.

K. "Monument" shall denote an object or memorial stone in excess of (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.

L. "Permanent outside container" shall be a container that encloses a casket. The following are considered permanent outside containers: concrete boxes, or concrete, copper, or steel burial vaults.

~~K.~~

II. CONDUCT OF PERSONS

~~Every person entering the cemetery shall be responsible for any damage to any and all property in the cemetery caused by such person while within the cemetery on cemetery grounds. All persons shall be responsible for any and all damage caused to any property in the cemetery.~~ No ~~person under eighteen years of age minor~~ shall enter the cemetery grounds unless accompanied by an adult responsible for ~~his/her the minor's~~ conduct, or unless permission has been granted by the ~~Superintendent City or City designee~~ City.

~~No person~~ ~~personal~~ All persons shall: ~~positive/negative~~

- a. Enter the cemetery except through an established gate, and only during the ~~hours from 8:00 A.M. to sundown~~ ~~mirror park rules~~ hours of 7:00 am to 9:00 pm.
- b. Deposit or leave rubbish and debris on any part of the cemetery grounds, ~~except in approved city-provided trash receptacles.~~
- c. ~~Shall r~~ ~~Refrain from~~ ~~Pick~~ ~~picking~~, ~~mutilate~~ ~~mutilating~~, ~~remove~~ ~~removing~~, or ~~destroy~~ ~~destroying~~ any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except ~~for work by~~ ~~in the work of maintenance by the~~ City employees or its designated contractor.
- d. ~~Refrain from~~ Break, injure, remove, ~~or deface~~ ~~deface~~ or otherwise harm any ~~monument or marker~~ ~~memorial~~ on the cemetery grounds.
- e. ~~Comply with applicable leash laws~~ ~~ss if~~ ~~Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.~~
- f. ~~Refrain from di~~ ~~Bring or discharge~~ ~~ing~~ any firearm on the cemetery grounds, except in the conduct of military funerals ~~using only blanks, and with written permission of City or designee and prior notification of the Police Chief. And must only use blanks during military ceremonies and request prior notification be provided to the police chief~~
- g. ~~r~~ ~~Refrain from the~~ ~~Carry~~ ~~carry, use, or consumption of any~~ intoxicants ~~at any time while on cemetery grounds~~ ~~grounds, or bring into~~ ~~into~~ the cemetery grounds, or consume such while in the cemetery.
- h. ~~r~~ ~~Refrain from hosting or~~ ~~Advertising~~ ~~advertising any goods, services, or activities unless the~~ ~~City has provided written permission~~ ~~on cemetery grounds unless permitted by the City.~~
- i. Conduct ~~her/himself~~ ~~themselves in any other than~~ ~~in only~~ a quiet and respectful manner while on the cemetery grounds.

III. TRAFFIC REGULATIONS

All vehicular traffic laws of the City of Birmingham shall be strictly observed. ~~that are applicable to the operation of vehicles in cemeteries shall be strictly observed.~~ Every person or entity/entity in control, including vehicular owners, and/or drivers, ~~driving a vehicle into the cemetery shall be responsible for any damage caused by such vehicle and/or as operator who has engaged autopilot, will be jointly and severely liable for any and all damages caused by such vehicle which has entered onto cemetery grounds.~~

No person shall:

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

IV. MAINTENANCE AND PERPETUAL CARE

The City 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 shall not contract or agree to give special care to any section, lot, or burial space, except as above provided.

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,~~ replace or add 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.

In order to preserve the integrity of potentially historical markers, the City shall maintain, using best practices and discretion, markers for deaths which have occurred 120 years ago of which there have been no maintenance from family for a period of 10 years.

~~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. ~~a.~~ — Corners of all sections, lots, and plots ~~lots~~ will be marked with corner markers set flush with the ground surface, which will be and maintained by the City, ~~or its designated contractor, with permanent markers set flush with the ground surface, and these~~ and shall not be disturbed. ~~(the lot pins)~~
- B. ~~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. ~~The~~ No cutting of paths shall not be permitted.
- C. ~~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 regulations of the cemetery.
- D. ~~d.~~ — ~~Ironwork, seats, vases,~~ and planters shall be allowed on lots or plots, providing that the same shall be kept in good repair ~~and well painted~~. If not kept in good repair ~~and painted~~, the Superintendent City shall have power and authority to remove ~~same from cemetery,~~ and shall not be liable for any such removal. The city shall have the authority to remove unapproved items from plots or lots, and the City shall return the unapproved items to an immediate family member. If the item is not claimed within six months it will be considered abandoned property. member if possible within 6 months.
- E. ~~e.~~ — Planters ~~of iron or granite~~ for the planting of flowers will be removed from lots and plots ~~and put in storage~~ if not filled with foliage by July 1st. The City shall return the removed planter to an immediate family member. If the item is not claimed within six months it will be considered abandoned property. Planters so removed will be available for an immediate family member within 6 months of removal if not claimed the planter will be deemed abandoned. sold for cartage and storage charges, or destroyed, if not claimed within a period of one year. (say the same thing for D up above)
- F. ~~f.~~ — No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent City or the City Designee, or a person authorized ~~by him/her~~ to act in his/her ~~their~~ stead in matters pertaining to the cemetery.
- G. ~~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 to~~ resod without an additional fee.
- ~~extra charge therefore. It is not permitted to~~ The planting of spirea, rose bushes, peonies, or shrubs that any plant that may grow over three feet in height, ~~or is a non-native or invasive plant will not be permitted. If a plant,~~ approved or otherwise, becomes overgrown or is not tended to, the City or its

~~designated contractor~~ may trim, cut ~~cut~~ or remove the plant. The City may ask for reimbursement from the plot owner for cost of removal ~~or maintenance~~.

~~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.~~

~~H. i. — The Superintendent-City 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 all plants, flowers or other objects wherever situated that are not maintained in accordance with regulations hereof.~~

~~I. The City reserves the right to remove any object that interferes with safety and maintenance.~~

~~If an individual or group wishes to place items at graves they do not own, they must receive written approval from the City approval and will be responsible for a plan for removal.~~

VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS

MONUMENTS

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

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 City. Requests received after November 1st will be held until conditions allow for installation.
- b. Designs for monuments must be submitted to the ~~Superintendent or to a person designated by him/her to act in his/her stead~~ City or City designee, 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, vendors and workers engaged in setting monuments shall be under the supervision of the City Superintendent or a person designated by him/her, and they will be held responsible for any damages s from said contractors, vendors work 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.

All contractors/vendors engaged in setting monuments shall have prior approval form the city prior to commencement of work. for the setting of any monument from the City prior to commencement of work such contractor/vendor (and the workers thereof) will be held responsible for any damage resulting from said contractor's/vendor's (or the worker's thereof). Further, all monument installations shall be completed at the close of each business day, and non-monument installation may remain unfinished at the close of the business day.

- e. In sections designated No monuments shall be allowed in sections designated only for the flush sections ground level memorials.

MARKERS

- a. Markers shall not exceed 1 ½ feet eighteen (18) inches 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. —do we require concrete base to prevent issues with monuments coming out of place
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. - Installation will not occur between November 1st and March 31st unless weather permits.

FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015

- a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new-new lots plots plotted-created after January 1, 2015, —, must be installed at lawn-ground level. Memorials can be individual markers measuring 24" x 12" x 4" or 16" x 24" x 4" or companion-partner memorials over two (2) graves measuring 48" x 12" x 4".
- b. The memorials must be made of acceptable bronze or granite material and set at lawn level.

- c. A form with the size, material, and design must be submitted to the City or its designated contractor for approval, and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1st and March 31st unless weather permits.

VII. FUNERALS, INTERMENTS AND DISINTERMENTS

INTERMENTS

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

~~to the dead as previously defined/outlined herein before delineated.~~

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.

The 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 City. 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)~~ business ~~(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 ~~family 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, ~~or~~ two (2) children dying at about the same time, or in such other unusual cases as it shall seem to the ~~Superintendent-City~~ 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~~their heirs purchase the right to such ~~inurnments~~interment. 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-ground~~ level. ~~Maximum of Up to~~ three (3) cremated remains ~~(only)~~ may be placed ~~on-in~~ a single grave space.

DISINTERMENTS

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

VIII. BURIAL RIGHTS POLICY

Full Plot

One burial right for cremated remains or full burial is included in a full sized plot purchase. To add burial rights for up to two (2) additional cremated remains, owner must purchase each additional right of burial per plot. A maximum of three (3) burial rights are allowed in a full sized plot.

Cremation Plot

One burial right for cremated remains is included in a cremation plot purchase. Cremation plots measuring three (3) feet by four (4) feet may have one additional burial right, to be purchased by owner. A maximum of two burial rights are allowed in a (3) feet by four (4) feet Cremation plot.

Cremation plots measuring three (3) feet by two (2) feet cannot have an additional burial right. A maximum of one burial right is allowed in a three (3) feet by two (2) feet cremation plot.

~~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~~ not to exceed 24 months. 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 [of](#) 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

DATE: March 30, 2022

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: Greenwood Cemetery Service Provider Recommendation

INTRODUCTION:

- In November 2019 the City Commission approved an agreement with Creative Collaborations, LLC, whose Principal is Cheri Arcome to provide burial services on behalf of the city after issuing an RFP.
- At the GCAB meeting held on April 15, 2020 the board supported the renewal of the cemetery services contract with Creative Collaborations with a vote of 5 ayes, 1 nay (Stern), and one absence (Desmond).
- On May 18, 2020 the cemetery services contract for Creative Collaborations was reviewed and approved by the City Commission with recommendation for approval with annual renewals. The motion to renew the contract was made by Commissioner Sherman, seconded by Mayor Pro Tem Longe and given unanimous support from the Commission.
- GCAB Considered the renewal of this contract in 2021. The motion was moved by DeWeese and seconded by Buchanan. The Motion passed with 5 yeas, 1 nay (Stern), and 1 absent (Vercellone)
- On April 26, 2021 the City Commission unanimously approved the contract renewal.
- In addition to burial services Cheri Arcome handles all grave sales transactions, all customer service inquiries and coordinates all maintenance of cemetery grounds with DPS or other appropriate contractors.
- In the past year Cheri has also spent many hours meeting with the newly hired clerk's office staff and museum staff to train and inform them about cemetery operations and record keeping.

BACKGROUND:

- Prior to engaging in a contract with Creative Collaborations for cemetery services Cheri Arcome had been working with Greenwood Cemetery through the Historic Elmwood Cemetery who managed the Historic Greenwood Cemetery from 2013 through November 30, 2019.
- Cheri Arcome has more than 9 years of experience directly with Greenwood Cemetery and that institutional knowledge along with her other experience and expertise makes Cheri Arcome and Creative Collaborations, LLC, an essential resource to the city.
- Keep in mind the Clerk's office has had significant turnover in the past 2 years. City Clerk Bingham began working for the city in March of 2020, a new Deputy Clerk, Christina Woods began in November of 2021 and the part time support staff in the clerk's office all have less than 2 years of experience with the City of Birmingham but have been working hard to learn and master every aspect of their duties to support the Clerk's office and the city as a whole.

- The Historic Greenwood Cemetery is a beloved treasure of Birmingham that takes a lot of effort from multiple departments throughout the city to maintain and enhance.

LEGAL REVIEW:

- The city attorney has reviewed the proposed contract.

FISCAL IMPACT:

- The clerk's office has requested to maintain the budgeted amount of \$45,600 in account #101-215.000-811.000 to retain a cemetery services provider for the 2021-2022 fiscal year.

PUBLIC COMMUNICATIONS:

- Meetings have been properly noticed and packets have been made available on the city's website. The public is always welcome to participate but we regularly see little to no participation from the public in GCAB meetings.
- Cemetery updates are also published as part of the monthly City Manager's Report.

SUMMARY

- The City Clerk recommends the renewal of the cemetery services contract with Creative Collaborations, LLC to be able to continue to provide the best services and coordination of cemetery maintenance for the residents of Birmingham and families in the Historic Greenwood Cemetery.
- Regarding RFPs, the city has begun discussion of doing RFPs for service in more regular intervals of every 5 to 6 years. Since this contract was recently done in 2019 it is recommended to schedule an RFP cycle closer to that 5-6 year mark.

ATTACHMENTS:

- Addendum to the contract for 2022-2023
- Fully Executed Creative Collaborations Contract 2021-2022
- Approved City Commission Minutes from April 26, 2021
- Approved GCAB Minutes from

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 \$45,600.00, which will be paid from account #101-215.000-811.0000.

**ADDENDUM TO THE GREENWOOD MANAGEMENT SERVICES AGREEMENT
DATED _____, 2021**

THIS ADDENDUM to the Agreement for Greenwood Management Services dated _____, 2021 by and between the **CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI, 48009 ("CITY") and **CREATIVE COLLABORATIONS, LLC**, a cemetery services company, having its principal office at 31356 Newport Dr., Warren, MI, 48088 ("CONTRACTOR") does hereby amend its Agreement, as follows:

1. The Agreement shall renew for one (1) year pursuant to the terms of the Agreement dated _____, 2021 at paragraph 4, page 2.

2. **COVID:** The CONTRACTOR shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, CONTRACTOR'S staff which will be in physical contact with City staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of CONTRACTOR'S staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the CONTRACTOR is unable to comply, this violation of safety protocols will constitute a breach of contract by the CONTRACTOR.

All other provisions of the Greenwood Cemetery Management Services Agreement dated _____, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed

on this _____ day of _____, 2022.

WITNESSES:

CREATIVE COLLABORATIONS, LLC

By: _____
Cheri Arcome

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2022, before me personally appeared Cheri Arcome who acknowledged that with authority on behalf of CREATIVE COLLABORATIONS, LLC. to do so she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, Clerk

Approved:

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

Lauren Wood, Director of Public Services
(Approved as to substance)

Mark A. Gerber, Director of Finance
(Approved as to financial obligation)

Mary M. Kucharek, City Attorney
(Approved as to form)

04-129-21 7E

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this 26 day of April, 2021, 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/proposal has been accepted by the CITY, included in the bid proposal is the "Management Agreement Between City of Birmingham and Cheri Arcome"; and,

WHEREAS, two (2) sections of the bid proposal in the "Management Agreement Between City of Birmingham and Cheri Arcome" are now changed: Section iii.b. "Consideration" which is hereby modified to reflect the effective date of this Agreement, which is written above, and Section v. "Indemnification," is hereby removed.

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, which are attached hereto, 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. In addition, the Scope of Work is further defined in the attachment hereto which is incorporated by reference.

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 of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf 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, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions

of the CONTRACTOR including its employees and agents, in the performance of 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.

The CITY agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the CITY'S contract with such contractors to indemnify the CONTRACTOR for any liability incurred by the CONTRACTOR as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the CONTRACTOR.

15. 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.

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, 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.

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%)

CITY OF BIRMINGHAM

By: _____

Pierre Boutros, Mayor

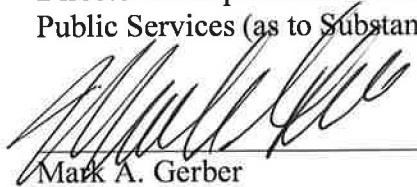
By: _____

Alexandria D. Bingham, City Clerk

APPROVALS:



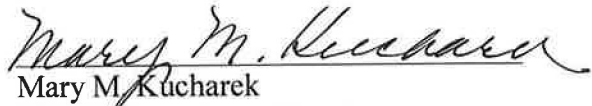
Lauren Wood
Director of Department of Public
Public Services (as to Substance)



Mark A. Gerber
Director of Finance
(as to Financial Obligation)



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



Mary M. Kucharek
City Attorney (as to Form)

SCOPE OF SERVICES

1. **Records.** The Contractor shall keep records of all sales, burials and deeds issued and reported to the City Clerk within five (5) days after each transaction.

The Contractor shall be responsible and submit forms as required by the State of Michigan as necessary, and such forms shall be reported to the City Clerk within five (5) days of filing.

2. **Financial.** The Contractor will provide receipts for sales and/or refunds within five (5) days to the City Clerk.

The Contractor shall not deed to any individual or family until the grave has been fully paid for.

The Contractor will not prepare any grave for burial without a deed having been issued and fully paid.

3. **Customer Service Marketing.** The Contractor will be responsible for answering all telephone calls, web inquiries and emails regarding Greenwood Cemetery with the expectation that it will be within two (2) business days, if reasonably practical.

4. **Burial Arrangements.** The Contractor will meet with family members to discuss burial arrangements.

The Contractor will coordinate with all funeral directors regarding the burial to ensure that all conditions of the cemetery rules and regulations are met.

5. **Maintenance.** The Contractor will maintain the cemetery so as to be in compliance with the City's adopted operational procedures, conditions and regulations as they may be changed from time-to-time.

6. **Cemetery Policies and Procedures.** The Contractor shall ensure that the family members of the decedent understand the cemetery policies and procedures by providing them a copy of the current cemetery policies and procedures in effect at that time upon the purchase of the grave or interment.

7. **Communications and Reports.** The Contractor will provide monthly reports summarizing the total receipts, disbursements, grave sales and refunds.

8. **Advisory Board Meetings.** The Contractor shall be reasonably available to present at Greenwood Cemetery Advisory Board meetings to report contracted services and they will be permitted to bill hourly in excess of the meeting limit with the prior approval of the Greenwood Cemetery Advisory Board and the City Commission.

The Contractor shall provide the Greenwood Cemetery annual report to the Advisory Board and to the City Commission.

An annual review of the contract with the Contractor shall be performed by the Greenwood Cemetery Advisory Board. There shall be at least one (1) meeting every quarter between the Greenwood Advisory Board and the Contractor with a minimum of two (2) meetings per year. The Contractor shall also communicate and conduct a meeting with the City Clerk's Office as needed.

9. **Coordinating Services.** The Contractor shall coordinate services with the Department of Public Services with respect to the following items:

- Tree removal;
- Fence maintenance;
- Road maintenance;
- Snow removal;
- Acts of Vandalism;
- Weather damage;
- Lawn and weed maintenance; and,
- Monument maintenance (the Contractor may contact the families if needed).

10. **Other Duties.**

- The Contractor will provide access to its records to the City Clerk with reasonable notice.
- The Contractor shall maintain the historic character of the cemetery.
- The Contractor shall perform all operations required by this Scope of Work under the MIOSHA Rules and Regulations.

11. **Duties and Responsibilities.**

- The Contractor shall coordinate internments and disinternments with outside vendors and funeral homes.
- The Contractor shall conduct sales, delivery of rights of internment, merchandise and services.
- Manage and process all accounts and provide the records thereof to the City Clerk.
- All checks shall be sent to the City Clerk for processing.
- The Contractor shall be responsible for the timing and collection of all fees with respect to the cemetery.
- The Contractor shall maintain records in a digitized format and provide them to the City Clerk's Office.

- The Contractor shall be responsible for collecting all bills on a monthly basis.

12. **Financial reporting.** The Contractor shall maintain a standard system of accounting.

13. **Termination of Event.** If there is a breach of the contract, it may be terminated in writing within thirty (30) days, if issues are unresolved. All monies due after termination shall be paid within thirty (30) days of termination.



REQUEST FOR PROPOSALS
For Greenwood Cemetery Professional Management Services

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

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

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

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

Submitted to MITN:	Tuesday, October 8, 2019
Deadline for Submissions:	3:00 p.m. on Tuesday, October 29, 2019
Contact Person:	James Gallagher, Assistant to the City Manager P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248.530.1807 Email: jgallagher@bhamgov.org



REQUEST FOR PROPOSALS
For Greenwood Cemetery Professional Management Services

Contents

INTRODUCTION	3
REQUEST FOR PROPOSALS (RFP)	3
INVITATION TO SUBMIT A PROPOSAL	3
INSTRUCTIONS TO BIDDERS	4
EVALUATION PROCEDURE AND CRITERIA.....	5
TERMS AND CONDITIONS	5
SERVICE PROVIDER'S RESPONSIBILITIES	6
CITY RESPONSIBILITY	7
SETTLEMENT OF DISPUTES	7
INSURANCE.....	7
CONTINUATION OF COVERAGE	7
EXECUTION OF CONTRACT	7
INDEMNIFICATION.....	8
CONFLICT OF INTEREST	8
EXAMINATION OF PROPOSAL MATERIALS.....	8
PROJECT TIMELINE.....	8
SCOPE OF WORK.....	9
ATTACHMENT A - AGREEMENT	12
ATTACHMENT B - BIDDER'S AGREEMENT	18
ATTACHMENT C - COST PROPOSAL	19
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM	20
ATTACHMENT E – EXISTING POLICIES AND PROCEDURES	21
ATTACHMENT F – GREENWOOD CEMETERY FEE SCHEDULE	29

INTRODUCTION

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

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

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

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

REQUEST FOR PROPOSALS (RFP)

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

INVITATION TO SUBMIT A PROPOSAL

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

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

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

INSTRUCTIONS TO BIDDERS

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

EVALUATION PROCEDURE AND CRITERIA

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

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

TERMS AND CONDITIONS

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

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

SERVICE PROVIDER'S RESPONSIBILITIES

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

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

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

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

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

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

SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

MANAGEMENT AGREEMENT BETWEEN CITY OF BIRMINGHAM AND CHERI ARCOME

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

November 21, 2019

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

Dear Ms. Gunter,

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

i. DUTIES AND RESPONSIBILITIES

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

ii. FINANCIAL REPORTING

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

iii. CONSIDERATION

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

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

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

v. INDEMNIFICATION

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

vi. ENTIRE AGREEMENT

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

vii. GOVERNING LAW

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

Birmingham City Commission Minutes

April 26, 2021

7:30 P.M.

Virtual Meeting

Meeting ID: 655 079 760

Vimeo Link: <https://vimeo.com/event/3470/videos/538949933/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandra Bingham, City Clerk, called the roll.

Present: Mayor Boutros (location: Birmingham, MI)
Mayor Pro Tem Longe (location: Birmingham, MI)
Commissioner Baller (location: Birmingham, MI)
Commissioner Hoff (location: Birmingham, MI)
Commissioner Host (location: Birmingham, MI)
Commissioner Nickita (location: Birmingham, MI)
Commissioner Sherman (location: Birmingham, MI)

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Police Chief Clemence, City Planner Dupuis, City Attorney Kucharek, Planning Director Ecker, Finance Director Gerber, Interim HR Director/Assistant City Manager Hock, Building Official Johnson, City Attorney Kucharek, DPS Director Wood

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

PROCLAMATIONS

- Proclamation on Mental Health Awareness
- Proclamation on Gun Violence Awareness

APPOINTMENTS

04-115-21 Appointment of Larry Bertollini to the Architectural Review Committee

The Commission noted that Larry Bertollini was not able to attend the present meeting, but has been a member of the ARC since 2012.

MOTION: Nomination by Commissioner Host:

To appoint Larry Bertollini as a regular member to the Architectural Review Committee to serve a three-year term to expire April 11, 2024.

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

Nays, None

04-116-21 Appointment of Pierre Yaldo to the Brownfield Redevelopment Authority

The Commission interviewed Pierre Yaldo for the appointment.

MOTION: Nomination by Commissioner Host:
To concur with the Mayor’s appointment of Pierre Yaldo as a regular member to the Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2024.

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

Nays, None

04-117-21 Appointment of Karson Claussen to the Housing Board of Appeals

The Commission interviewed Karson Claussen for the appointment.

MOTION: Nomination by Commissioner Host:
To appoint Karson Claussen as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2024.

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

Nays, None

04-118-21 Appointment of Phil Vincenti to the Housing Board of Appeals

The Commission interviewed Phil Vincenti for the appointment.

MOTION: Nomination by Commissioner Nickita:
To appoint Phil Vincenti as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2024

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

Nays, None

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

None.

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

04-119-21 Consent Agenda

The following items were pulled from the Consent Agenda:

- Commissioner Hoff: Item B – City Commission Meeting Minutes of April 12, 2021
- Item E – Michigan Parkinson's Foundation Walk at Seaholm

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve Consent Agenda with the exclusion of Items B and E.

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

Nays, None

- A. Resolution to approve the Workshop meeting minutes of April 12, 2021
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 14, 2021, in the amount of \$809,759.86
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 21, 2021, in the amount of \$493,415.90
- F. Resolution directing the Treasurer to transfer the following unpaid and delinquent special assessment and invoices, including interest and penalty, to the 2021 City tax roll and to authorize removal from the list any bills paid after City Commission approval. (Complete resolution in agenda packet)
- G. Resolution directing the Treasurer to transfer the following unpaid and delinquent water/sewage bills of the properties listed in this report to the 2021 city tax roll and to authorize removal from the list any bills paid or a payment plan agreement signed after City Commission approval. (Complete resolution in agenda packet)
- H. Resolution to approve the purchase of holiday lights from Wintergreen Corporation for a total cost not to exceed \$29,910.00. Funds are available from the General Fund-Community Activities-Operating Supplies account #101-441.004-729.0000 and Property Maintenance-Operating Supplies account # 101-441.003-729.0000 for this purchase.
- I. Resolution to set a public hearing date for May 24, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 720 N. Old Woodward – Vinewood Bistro.
- J. Resolution to set a public hearing for May 24, 2021 to consider a lot split for the property known as 525 W. Brown.
- K. Resolution to set a public hearing for May 24, 2021 for the lot combination application of 385 & 353 Fairfax, Parcel # 19-26-451-018 and Parcel # 19-26-451-019.

04-120-21 (Item B) City Commission Meeting Minutes of April 12, 2021

Commissioner Hoff asked that her early departure from the meeting be noted in the body of the minutes on page 12.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To approve the City Commission meeting minutes of April 12, 2021.

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

Nays, None

04-121-21 (Item E) Michigan Parkinson's Foundation Walk at Seaholm

In reply to Commissioner Hoff, City Clerk Bingham clarified that both the MPF Walk and Yoga in the Park would be held on Saturday, June 26, 2021.

Commissioner Hoff said she saw no conflict between the two events and that she had just wanted confirmation of the dates.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Baller:
To approve a request from the Michigan Parkinson Foundation to hold the “I gave my sole to Parkinsons” walk at Seaholm High School and on the surrounding streets on June 26, 2021 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any 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 Baller
Commissioner Sherman
Mayor Pro Tem Longe
Commissioner Host
Commissioner Nickita
Mayor Boutros

Nays, None

VI. UNFINISHED BUSINESS

04-122-21 Lot Combination of 34350 Woodward Avenue and 907-911 Haynes Street

CP Cowan reviewed the item.

Commissioner Host thanked CP Cowan for highlighting the new information in blue in the agenda item.

Commissioner Hoff asked that in the future updated drawings and information be provided with the agenda packet when it goes out to the Commissioners on Thursdays, instead of being provided on Fridays.

MOTION: Motion by Commissioner Nickita, seconded by Mayor Pro Tem Longe:
To cancel the public hearing on the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel #19-36-281-022 and parcel #19-36-281-030 and direct the applicant to first obtain Final Site Plan and SLUP approval for expanding the use of an auto sales and auto showroom use in the MU-5 and MU-7 zones.

Jason Canvasser, attorney for the applicant, asked the Commission to indicate whether they were broadly amenable to the proposed plans while still understanding the plans would need to undergo review by the Planning Board and the Board of Zoning Appeals.

Commissioner Baller said that while he understood Mr. Canvasser’s request the applicant may not get an answer to the question during the present proceedings.

Commissioner Nickita noted that while the prototype building being proposed has strict guidelines imposed by Porsche corporate, it does not obligate the City to accept the building as-planned. He said that even though there may not be flexibility in the building’s parameters on the applicant’s part, the City must still either approve buildings that adhere to ordinance or grant variances from the ordinances.

Public Comment

Mr. Canvasser additionally asked the Commission to indicate when the agreements in the proposal would be re-addressed.

Commissioner Nickita said the Commission’s regular consideration of the item over a number of months indicates its intention to try and work out a mutually beneficial agreement with the applicant.

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

Commissioner Sherman

Nays, None

04-123-21 2021 Initial Screening for Bistro Applicants - Spring

PD Ecker reviewed the item. She noted that Maple & One would be pursuing a SLUP amendment instead of a bistro license.

Commissioner Sherman recommended The French Lady re-apply in Fall 2021 given that there were two other bistro reviews pending and one with a scheduled public hearing.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To take no action on the bistro application for The French Lady at this time.

In reply to Commissioner Nickita, PD Ecker concurred it would be useful to give the fall bistro applicants a 90-day time limit for submitting their documentation moving forward so that it was more clear how many bistro licenses might be available for the spring applicants.

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

Nays, None

04-124-21 Chesterfield Fire Station - Park Designation

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Baller:
To refer this matter to the Parks and Recreation Board for their review, discussion and recommended actions about designating a portion of the Chesterfield Fire Station property as a City Park and provide formal park naming procedures. Further, to consider potential park site amenities and budget implications in order to undertake such endeavor, and to take into consideration the needs of the Chesterfield Fire Station.

Commissioner Hoff said she would send her list of concerns about this proposal to DPS Director Wood for consideration by the Parks and Recreation Board.

Commissioner Nickita recommended that Parks and Recreation Board consider how this proposed park would fit within the City's system of parks overall.

Commissioner Baller expressed interest in Commissioner Hoff's concerns, said he concurred with Commissioner Nickita, and said that this item might be a good opportunity for the City to utilize the Bang the Table tool or other ways to facilitate collaboration on the discussion between the Commission and the Parks and Recreation Board.

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

Nays, None

VII. NEW BUSINESS

04-125-21 Unimproved Streets Policy Modifications

Consulting City Engineer Surhigh summarized the item. In reply to Commissioner Hoff, he stated that an expression of interest would be solicited from residents once the Engineering Department completes its unimproved streets rankings.

CM Markus added that the City would provide the residents of unimproved streets with an estimate of the approximate costs of improving their street. He said this process moves the City more towards initiating the process of improving streets versus only waiting for resident petitions as was done in the past. He also stated that assessments would occur as part of the process, and that it was unrealistic to imagine the City would be able to fund the entire process.

Commissioner Baller ventured that residents often care more about the condition of the street’s surface than the condition of the water lines or sewers. Consequently, he recommended that the Engineering Department weigh the former criterion more heavily than the latter in its ranking system.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To follow up on the unimproved streets workshop in regards to unimproved street policy modifications.
(Complete resolution in agenda packet)

Mayor Pro Tem Longe said she was in support of the resolution as it would help clarify the likely costs and help inform future City policy on the matter.

Mayor Boutros commended Consulting City Engineer Surhigh for his work on the item.

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

Nays, None

04-126-21 Ordinance Amendment Fee Schedule Memo

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe:
To adopt the proposed ordinance:
Sec. 1-16. – Fee Schedule
Fees for application, plan reviews, permits, inspections, licenses, registrations, appeals, and other charges or penalties shall be specified in the schedule of fees, charges, bonds and insurance. All fees are subject to change from time to time as recommended by city staff and as determined by resolution of the City Commission. Ordained on this 26th day of April 2021. Effective upon publication.

In reply to Commissioner Hoff, City Attorney Kucharek stated she was recommending this language be added to the City’s ordinances in order to ensure that fee-related matters were covered as part of the ordinances’ general provisions.

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

Nays, None

04-127-21 Greenwood Cemetery Fee Schedule Proposed Revisions

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host:
To amend the City’s schedule of Fees, Charges, Bonds and Insurance under the City Clerk’s Office section in regards to Greenwood Cemetery as proposed in the item’s report.

City Clerk Bingham stated that these fees go to paying the subcontractor that performs the necessary work.

In reply to Commissioner Sherman, City Attorney Kucharek stated that she would review any outstanding purchase agreements to see if the City can require they be returned within a certain timeframe. She said

that at the direction of the City Manager she would also review the purchase agreement template to add any language necessary to protect the City’s interests.

Cheri Arcome of Creative Collaborations stated that City Clerk Bingham can send the City Attorney the purchase agreement template.

In reply to Commissioner Sherman, City Clerk Bingham stated that the currently proposed fee changes would be effective after this ordinance is approved by the Commission and published. She stated that the fee changes approved at the March 22, 2021 Commission meeting were already in effect.

In reply to Commissioner Hoff, City Clerk Bingham stated that the cost to repair damages done to markers or monuments by lawnmowers or natural changes would come out of the perpetual care fund.

Public Comment

Andrew Haig made a recommendation about timing of payments for gravesite purchases.

Commissioner Hoff stated that it was her recollection that the City prohibited payment plans for grave purchases.

Ms. Arcome stated that the Cemetery’s Rules and Regulations currently allow payment plans and outline the process of their creation.

Commissioner Hoff said the matter should be looked into further since she was sure payment plans were prohibited.

City Clerk Bingham said GCAB would be looking into clarifying the payment plans section of the Rules and Regulations at an upcoming meeting.

CM Markus noted that the present conversation was no longer germane to the motion.

Margaret Suter, resident and member of GCAB, said the previous change in payment plans eliminated the variety of options available and replaced them with a single option that would allow a purchaser to pay over the course of two years.

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

Nays, None

04-128-21 Greenwood Cemetery Grave Release

MOTION: Motion by Commissioner Host, seconded by Commissioner Nickita:
To release 38 graves in section B, rows 17-C, 16-C, 15-C, and 14-A to be available for purchase in Greenwood Cemetery.

Commissioner Hoff reiterated her ongoing stance that any other available graves in the Cemetery should be located via reclamation, ground-penetrating radar, cross-referencing of records, or any other means, and released for sale before further selling graves in historic Sections A and B.

It was noted that the Commission discussed and approved plans for creating and selling gravesites in Sections B and C in 2015. Commissioner Nickita said this proposed grave release was a continuation of that process which has been ongoing for a number of years.

Mayor Boutros echoed Commissioner Nickita.

Mayor Boutros and Commissioners Nickita and Sherman said they were also in favor of utilizing the mechanisms listed by Commissioner Hoff to locate possible additional graves outside of the historical sections.

CM Markus stated that the GCAB, City Clerk Bingham, Ms. Arcome, DPW and himself all were recommending the currently proposed grave release. He noted that nine sites have partial obstructions but those would not preclude the burial of cremated remains.

Commissioner Hoff expressed concern that the turnover in the Clerk’s Office staff in the last few years has lead to difficulties for GCAB because ‘things have slipped through the cracks’. She acknowledged that the reconciliation of Cemetery records is a large undertaking and said more time was required to know what additional graves might be available outside the historical sections.

Commissioner Nickita noted that the aisles in Sections B and C would remain walkable even with the sale of additional graves in those sections.

Public Comment

Fred Lavery said he owned two plots in the Cemetery that are as yet unused, and said the graves’ lack of occupancy did not reflect the graves’ availability for reclamation.

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

Nays, Commissioner Hoff

04-129-21 Greenwood Cemetery Contract Service Provider Annual Renewal

City Clerk Bingham presented the item.

MOTION: Motion by Mayor Pro Tem Longe, seconded by Commissioner Host:
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 \$45,600.00, which will be paid from account #101-215.000-811.0000.

Mayor Pro Tem Longe moved the motion, saying that a number of current factors make the decision to renew the contract with Creative Collaborations at this time the most judicious one.

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

Nays, None

Commission discussion on items from prior meeting.

- 1. Builder developer street damage. Issues, costs, remedial action and payment proposal.

CM Markus reported that he had met with Mr. Haig, and that many of Mr. Haig’s recommendations are already in place in the City. He stated that Mr. Haig had recommended the City consider requiring that builders obtain a bond while building a new home in order to repair damage to public property that may not be immediately visible. CM Markus stated that he would be looking into possible ways of instituting that requirement and would be returning to the Commission with a proposal. He said that the City generally has the appropriate policies in place to prevent construction damage and needs to spend more energy on enforcement.

Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

A. Short Term Rentals – Haig

Mr. Haig asked the City to look into Ferndale, Michigan’s recently passed provisions regarding short-term rentals to see if they might provide a model for Birmingham’s ordinances.

City Attorney Kucharek stated she would be presenting potential ordinance language to address short-term rentals at the Commission’s upcoming workshop on the topic.

Commissioner Nickita stated that the Michigan Municipal League (MML) has also done work regarding short-term rentals in the past few years and that it would be worthwhile for Staff to see how the MML’s research might inform Birmingham’s policies.

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Manager’s Report

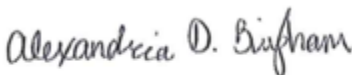
CM Markus reviewed the item. He confirmed, in reply to Commissioner Hoff, that outdoor dining allowances for restaurants would be on an upcoming Commission agenda.

- 2. Indexing of Fees
- 3. Prior Communications with Restoration Hardware

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 10:25 p.m.



Alexandria Bingham, City Clerk
/le

**Greenwood Cemetery Advisory Board
Meeting Minutes
Monday, April 5, 2021, 10 A.M.
Virtual Meeting**

I. CALL TO ORDER

Linda Buchanan, Chair, called the meeting to order at 10:00 A.M.

II. ROLL CALL

Present: Chair Linda Buchanan (location: Birmingham, MI)
Pam DeWeese (location: Birmingham, MI)
Linda Peterson (location: Birmingham, MI)
Laura Schreiner (location: Bloomfield Township, MI)
George Stern (location: Birmingham, MI)
Margaret Suter (location: Birmingham, MI)

Absent: Joseph Vercellone

Administration: City Clerk Alex Bingham; Museum Director Leslie Pielack

Guests: None

III. APPROVAL OF THE MINUTES

A. Review of the Minutes of March 5, 2021

On page three, Chair Buchanan asked that "Chair Buchanan said the discussion at the May meeting should find a way to clarify that the City no longer offers payment plans." be changed to "Chair Buchanan said the discussion at the May meeting should find a way to clarify whether the City still has and wishes to continue with a payment plan."

Ms. Schreiner asked that the spelling of her name be corrected in the body of the minutes.

MOTION: by DeWeese, seconded by Suter:

To approve the minutes of March 5, 2021 as amended.

VOTE: Yeas, 6
Nays, 0

IV. UNFINISHED BUSINESS

None.

V. NEW BUSINESS

A. Review of Goals as outlined in Yearly Report

Clerk Bingham reviewed the item.

Board members agreed to individually submit their GCAB goal recommendations for the upcoming year to Clerk Bingham in advance of the May meeting.

Clerk Bingham said she would compile the recommendations and have them ready for presentation at the meeting.

B. Review of Grave Sales & Next Grave Release Recommendation

Clerk Bingham reviewed the item.

Chair Buchanan¹ said fewer than 54 graves should be released since the question of tree locations had not yet been determined. She stated that 38 graves would be more appropriate. She also noted that Ms. Arcome still had an additional five graves available from the last release, bringing the total of available graves to 43 if Chair Buchanan's modified resolution passes.

The Board requested that Chair Buchanan attend the meeting on April 15, 2021 with Clerk Bingham, DPS, the City arborist, and Museum Director Pielack for a preliminary discussion on likely tree locations.

Clerk Bingham clarified that the April 15 date for that meeting was still tentative, but that she would check with DPS to solidify the timing and see if it would be possible for Chair Buchanan to attend.

If the meeting occurs on April 15, Clerk Bingham said she and Chair Buchanan² would write a memorandum to inform the Board about the meeting that they could review in advance of their May meeting. Clerk Bingham reminded the Board what kinds of communication about the memorandum would run afoul of the Open Meetings Act.

A number of Board members expressed frustration that the grave map provided to them in by Ms. Arcome was and remains inaccurate in terms of grave availability. It was noted that some graves marked available are actually obstructed by trees.

Ms. Suter noted that ~~this~~³ issue of obstruction⁴ comes up every time a grave release is discussed, and that trying to rely on inaccurate information adds unnecessary work to the Board's workload. She asked that Ms. Arcome be directed to generate accurate information regarding which graves remain unavailable for use due to trees or other issues, so that the Board can trust the information they are working with moving forward.

¹ As changed at the May 7, 2021 meeting.

² As changed at the May 7, 2021 meeting.

³ As changed at the May 7, 2021 meeting.

⁴ As changed at the May 7, 2021 meeting.

The Board agreed to discuss limiting how long a grave sale can be pending as part of their upcoming Rules and Regulations review.

MOTION: by Suter, seconded by Peterson:

To recommend that the Commission release 38 graves in Greenwood Cemetery, Section B, Rows 17c, 16c, 15c, and 14a.

VOTE: Yeas, 6
Nays, 0

Mr. Stern asked whether the Clerk's office was integrating his report regarding which graves might still be available for sale.

Clerk Bingham said she was not aware of his report.

Mr. Stern said he would provide the Clerk's Office with another copy.

C. Review of Fee Schedule

Clerk Bingham reviewed the item.

The Board asked Clerk Bingham to report back regarding how much Greenwood's subcontractors charge for the services listed in the fee schedule.

Mr. Stern said it might be worthwhile for the City to claim some of the difference between the subcontractor's charge and the listed fee for the Cemetery's perpetual care fund where appropriate. He also said it might be worthwhile to direct Ms. Arcome to go out for bids on the services listed in the fee schedule.

Clerk Bingham noted that these are contractual issues with Ms. Arcome, and that per the City Attorney no significant changes to her contract can be made until the next RFP cycle, which is the 2022-2023 fiscal year. She said that if the Board had concerns about issues like this they could prepare them for inclusion in the next RFP.

Chair Buchanan stated that former Board member Kevin Desmond stated that \$1,400 for an interment or disinterment was a standard rate, and that the Board adopted that amount based on Mr. Desmond's recommendation.

MOTION: by DeWeese, seconded by Suter:

To recommend that the City Commission approve the suggested revisions to the Greenwood Cemetery Fee Schedule effective immediately.

VOTE: Yeas, 6

Nays, 0

D. Cemetery Services Contract

Clerk Bingham reviewed the item.

For the GCAB to recommend the renewal of the cemetery services contract with Creative Collaborations for the 2021-2022 fiscal year.

Clerk Bingham reiterated the guidance from the City Attorney that no significant changes could be made to the Cemetery Services contract until the next RFP cycle which would come for the 2022/23 FY. She also reiterated that in the interim the Board could prepare the changes they would like to recommend the Commission consider regarding the contract renewal. She said that coming up with recommended changes could be one of the Board's goals if they saw fit.

There was Board comment that they had not seen, reviewed, or endorsed the letter from Ms. Arcome to former Asst. City Manager Gunter that was included as an addendum to the contract. A number of Board members confirmed that there were changes they would recommend for the contract in general if given the opportunity.

~~Mr. Stern and Ms. Suter~~ Two Board members⁵ said they wanted it made clear to the Commission that the Board's likely affirmative vote was a "rubber stamp" on the contract renewal⁶, per Mr. Stern. They explained the Board would likely vote affirmatively because the City needed to maintain continuity of service for the Cemetery, even though some Board members had reservations regarding the contract.

Clerk Bingham said she would indicate that in her memorandum presenting the item to the Commission. She stated that the Commission must have been aware of the letter from Ms. Arcome to former Asst. City Manager Gunter because it was included in previous Commission agenda packets.

MOTION: by DeWeese, seconded by Buchanan:

To recommend the renewal of the cemetery services contract with Creative Collaborations for the 2021-2022 fiscal year.

Mr. Stern then recommended that the Board consider a six-month contract renewal instead of a year.

Ms. DeWeese said it would be unfair to Ms. Arcome to only grant a six-month renewal.

Ms. Schreiner said that the current contract renewal cycle had previously been decided on based on when services were needed, the Board's schedule, and the Clerk's Office's schedule.

⁵ As clarified at the May 7, 2021 meeting.

⁶ As clarified at the May 7, 2021 meeting.

Clerk Bingham said that a six-month renewal would likely be too much for the Clerk's Office to handle along with the November election.

VOTE: Yeas, 5
Nays, 1 (Stern)

E. Discussion on what to prepare for the May GCAB meeting

Clerk Bingham reviewed the item.

The Board agreed to review the Language, Definitions and Lot Sale Policy aspects of the Greenwood Cemetery's Rules and Regulations at their May 2021 meeting.

VI. REPORTS

- A. Updates from Museum Director Leslie Pielack
- B. Financial Reports
- C. Cemetery Sales & Activity
- D. Clerk's Office Update
- E. City Managers Report (February)

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

There were no public comments.

VIII. BOARD COMMENTS

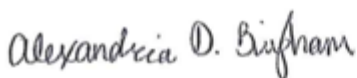
Ms. Suter said the GCAB meetings should be kept to their scheduled first Friday of the month whenever possible. She said that rescheduling the meeting placed a burden on her and likely other Board members, as they are all busy. She asked that the Clerk's Office and Ms. Arcome not do it again unless totally necessary.

Chair Buchanan complimented DPS on the work being done in the Cemetery. She said a wrought iron gate might be considered to replace the pole and chain in Section F that she has previously addressed as being an eyesore.

IX. ADJOURN

Chair Buchanan adjourned the meeting at 11:44 AM.

Next Meeting: May 7, 2021



Alexandria Bingham, City Clerk
/le



MEMORANDUM

Department of Public Services

DATE: March 21, 2022

TO: Greenwood Cemetery Advisory Board

FROM: Carrie Laird, Parks and Recreation Manager

CC: Lauren Wood, Director of Public Services

SUBJECT: DPS Updates

General Maintenance Items:

- Grave blankets and winter decorations have been removed, this typically occurs in March.
- Spring Cleanup is performed by a Contractor, Birmingham Lawn, tentatively scheduled for early to mid-April, weather permitting.
- Weekly lawn mowing, also performed by Birmingham Lawn, typically begins with the Spring Cleanup.
- DPS will perform topdressing and seeding of burial gravesites that took place over the winter months and more regularly as needed through the warm weather months. Note that Greenwood did experience very wet and flooding conditions over the winter months, so some time will be spent fixing up some washout areas during the first top-dress schedule.
- DPS has planned fertilization to occur in 2022.
- DPS removed the orange covering over the chain on the gate in F North. We plan to add reflective stickers to the posts so that the area is visible in the dark.
- DPS has added 1 trash receptacle, located centrally near the map. As you know, DPS is responsible for the trash removal.
- On-going operational items are coordinated often and appropriately between DPS and Creative Collaborations.

Tree Inventory Update

Davey Resource Group (DRG) has completed the 1st phase of our City wide Tree Inventory update. Greenwood Cemetery was included as part of this 1st phase. DRG's team consists of International Society of Arboriculture (ISA) Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. A DRG certified arborist visited each tree location, verified the GIS point and updated the data associated with the site.

One hundred and seventy-seven (177) trees are located in Greenwood Cemetery, and 95% are rated in Fair to Good condition. While there is a small percentage of trees in poor condition, the recommendation by our Forestry experts at this time is not to remove,

based on low risk ratings. DPS/Forestry will continue to monitor these trees and make recommendations on course of action as needed.

692 Oak-Construction Site

No update to report at this time. We will provide more details about the fence and new trees as they become available.

Sidewalk along Oak Avenue

This is an engineering project, and schedule is undetermined at this time. Regarding the impact on the trees along Oak, DPS/Forestry will determine the best course of action to take as project planning evolves.

REPORTS

Clerk's Office Update

The clerk's office is working hard on preparation for the May Celebrate Birmingham Parade and Party in Shain Park. Additionally the clerks off is in the beginning stage of preparing for the 2022 election cycle. Elections will be held in August and November.

Christina and Alex attended a train the trainer session in preparation of the 2022 election cycle on March 9, 2022 with the Bureau of Elections.

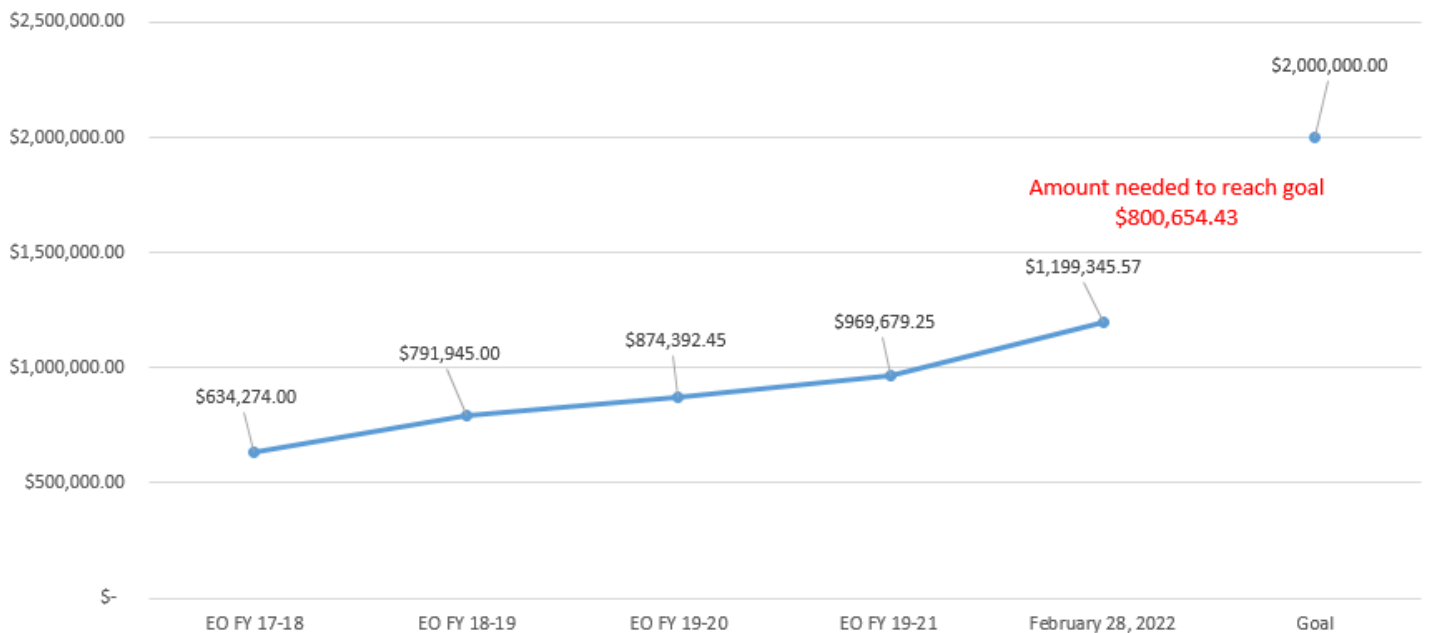
Deputy Clerk Woods was out of the office the week of March 14, 2022 to attend her first year of institute through the Michigan Association of Municipal Clerks.

City Clerk Bingham was out of the office the week of March 21, 2022 to attend her second year of institute through the Michigan Association of Municipal Clerks.

Christina and Alex attended daylong training on liquor licensing through the MLSS on March 29, 2022 and attended a 1/2-day session and quarterly meeting with the Oakland County Clerk's Association on March 31, 2022.

Financial

Greenwood Perpetual Care Fund



Sales

Greenwood Cemetery Sales and Availability		
	Sec B	Sec C
July 2021	1	1
August 2021	-	-
September 2021	-	1
October 2021	-	1
November 2021	-	-
December 2021	1	-
January 2022	-	-
February 2022	-	-
Total Sold	2	3
Total Available Under Current Authorization	25	2
Total Available (Not Released)	123	0
<i>* Data provided as of December 31, 2021</i> <i>*On 1/29/21 Cheri noted that graves 1 & 2 in Section C rows 18-A & 19-A are not able to be used due to obstructions.</i> <i>* on 3/25/21 Row 19-A 1,2,13,14,16 Obstructed by Trees</i> <i>* Grave Release Approved by Commission on April 26 – Section B, Rows 17-C, 16-C, 15-C & 14-A for a total of 38 Graves, 9 of which are obstructed)</i> <i>* 1 grave in section B, row 2-A was released on December 13, 2021 by the City Commission for an at need situation for a family with adjacent space.</i>		

Burials & Activity

	Sec B		Sec C		Other		Total by Month	
	Full	Crem	Full	Crem	Full	Crem	Full	Crem
July 2021		1	1		1	3	2	4
August 2021	1	1			1		2	1
September 2021				1		4	0	5
October 2021		1			1	2	1	3
November 2021		1	1	3		1	1	5
December 2021		3			1	1	1	4
January 2022	0	0	0	0	0	0	0	0
February 2022	0	0	0	0	0	0	0	0
Totals	1	7	2	4	4	11	7	22



CITY MANAGER'S REPORT

March 2022

Baldwin Public Library

Staffing Update

We have hired Tiffany Griffin and Andrew Forbes as part-time IT Technicians.

Proposed 2022-2023 Budget

The Library Board met on March 21 for the annual budget hearing and a regular meeting. The Board approved the proposed budget for FY 2022-23 and Director Craft will present the proposed budget to the Commission at the City Budget Hearing on May 7. The Board voted to approve updates to the Americans with Disabilities Act Compliance Policy, Idea Lab User Agreement and Waiver, Financial Policy, and Naming Rights Policy. The policies can be viewed at <https://www.baldwinlib.org/mission/>.

Architectural Design Services

On March 15, Director Craft held a pre-bid meeting for architectural design services for the expansion and renovation of the front entry and circulation area. Four firms attended the meeting and the RFP is due March 31. The Library Board is expected to interview and select the architectural firm to complete the design development and construction drawings at its April 18 Board meeting. The Commission will then vote whether to approve the firm at its April 25 meeting.

Public Open House

The Library will hold a public open house on Sunday, May 22 from 2:00 to 4:00 p.m., with remarks to be held at 2:30 p.m. The open house will celebrate the grand reopening of the expanded Youth Room and second floor renovations, honor Doug Koschik's retirement, dedicate Jim Miller-Melberg's Michigan Spring Statue, and commemorate Martha Baldwin's induction into the Michigan Women's Hall of Fame.

The Birmingham Museum

The museum has been hosting second grade local history field trips for many years to coordinate with Birmingham Public Schools' social studies curriculum. With the onset of the pandemic in 2020, and again in 2021, the museum instead provided video-based virtual school tours for our students. This spring, the museum will return to in-person tours with an emphasis on smaller groups of students for the second grade curriculum-

based visits. In addition, the museum will offer a new customized app that parents can use on their cell phones at the museum as an alternative to group tours to recreate the school tour one-on-one with their child.

We are enthusiastic about how these new format options will enhance the experience for students as well as giving parents an alternative to share our history with their youngster in a very personal way.

Birmingham Shopping District (BSD)

Farmers Market Employment Opportunities

The BSD has posted positions for a Farmers Market Manager and Farmers Market Assistants for the 2022 market season.

Employee Appreciation Day

March 4th was Employee Appreciation Day. The BSD gave out bags of cookies to business owners to share with their employees and distributed Birmingham Shopping District Discount Cards. More businesses signed up for the program and the BSD staff gave out close to 200 cards for employees.

Consumers Energy Sponsorship

Consumers Energy gave the BSD a \$10,000 sponsorship to boost local shopping with the Birmingham Bucks e-gift card program. The program launched on February 17 and concluded the following week. Customers who purchased an e-gift card received a second one of matching value for free.

Merchant Meeting

The most recent Merchant Meeting was held on Wednesday, March 16 at Work Co. at 280 North Old Woodward. The special guest presenter was Jennifer Llewellyn from Oakland County Workforce Development. She gave a presentation to downtown stakeholders about all of the available public programs that can assist in recruiting and retaining employees.

Spring Stroll

The BSD is planning for the Spring Stroll, scheduled for Saturday April 9, from 11:00 a.m. to 2:00 p.m. The public can visit participating stores to receive gifts for children and to receive a special color marker to complete an Easter-themed coloring page. More information can be found at allinbirmingham.com

Building Department

Monthly Report

The [Building Department's monthly report](#) provides an update on the following construction activity: building permits issued, building inspections conducted, trades permits issued and trades inspections conducted. In February, we processed 255 online permit applications, totaling 745 applications so far in 2022.

Commercial Renovations and Build-Outs

The Building Department has been diligently working to keep up with the recent surge in commercial construction and planning within the City. There are numerous commercial renovations and build-outs for both new and existing tenants that are either in progress or in the review stages of development. The following is a brief status and summary of some of our larger scale projects:

- All Seasons II (219 Elm) - Proposed new 5-story senior living facility adjacent to the existing property. We have received two full sets of plans showing two variations of the project. The original set is approved and ready to issue. The developer did some value engineering and submitted a second set eliminating the basement, rooftop amenities and other internal features. They paid another review fee and the revised plans are currently in the review process. All Seasons is projecting a start date this spring once they decide on a version.
- Restoration Hardware (300 S. Old Woodward) - Core and shell plans have been submitted for this 4-story building and are in the review process.
- 277 Pierce - The new commercial building across from City Hall is in the final stages of construction with two tenant build-outs currently being reviewed. Brilliant Earth is a jewelry and diamond seller that will be located on the 1st floor. Schechter Wealth is an investment and wealth management firm that will be occupying the 2nd, 3rd and 4th floors.

Welcome, Suzanne!

The Building Department welcomes Suzanne Pedigo as an official member of our team. Her knowledge, experience and relationships with staff and builders make her a welcome addition to Community Development. Congratulations, Suzanne!

City Clerk's Office

Staff Update

Deputy City Clerk Christina Woods attended her first year of Michigan Association of Municipal Clerks (MAMC) Institute the week of March 14. City Clerk Alexandria Bingham attended her second year of the MAMC Institute training the week of March 21. MAMC Institute is a three-year program for clerks to obtain their MiPMC (Michigan Professional Municipal Clerk) credentials and also gives credit towards clerks seeking their CMC (Certified Municipal Clerk) through IIMC (The International Institute of Municipal Clerks).

On March 16, 2022, City Clerk Alexandria Bingham celebrated two years of service with the city.

Congratulations to former Deputy Clerk Abrial Barrett (Hauff) who was promoted to City Clerk in the City of St. Clair Shores. Use this [link](#) to view the related news article.

Parade & Hometown Celebration

The tradition continues in 2022 as the Celebrate Birmingham hometown parade marches back into downtown Birmingham on May 15.

Sponsorship of the parade is a great opportunity for area businesses to increase their presence in the community and to play an integral part of one of Birmingham's signature

events. Sponsorship packages range from the \$3,500 Presenting sponsor, which provides the broadest presence of company name and message, to the \$100 Parade Friend Sponsor, which includes a company's name displayed in Shain Park and on the city website. There are opportunities at all levels to sponsor a specific parade act or party activity. Participants are being sought to march in the parade, create a float, entertain and proudly represent their organization. Contact the City Clerk's Office at (248) 530-1880 or go to bhamgov.org/parade for information and registration.

Elections

The Clerk's Department relies on many election workers to ensure a smooth election. In preparation for the Aug. 2, 2022 primary, we will begin contacting past election workers in May and recruit new election workers in May and June. Election workers will attend training in July, and at that time we will evaluate whether we need to recruit more workers for the Nov. 8, 2022 general election.

Redistricting

With Michigan's latest political redistricting process complete, final maps have been published. Michigan's congressional, state senate, and house maps are at this [link](#). Oakland County commissioner districts interactive map can be found at this [link](#).

Changes for Birmingham voters include:

- US Congress: The city of Birmingham remains in District 11, no changes
- Michigan Senate: The city of Birmingham remains in District 8, no changes
- Michigan House of Representatives: The entire city was formerly in District 5; now it is split between three state house districts:
 - Birmingham voting precinct 5 is now in District 19
 - Birmingham voting precincts 1, 2, 4, 6, 7, 8 and 9 are now in District 9
 - Birmingham voting precinct 3 is now in District 56
- County Commissioner: The city had been in Oakland County District 19; now it is split between two county districts:
 - Birmingham voting precincts 3 and 9 are now in District 1
 - Birmingham voting precincts 1, 2, 4, 5, 6, 7 and 8 are now in District 19

**** There will not be any changes to the City of Birmingham Voting Precincts. Follow this [link](#) to review Birmingham's precinct map.**

Birmingham has two state elections in 2022: the August 2, 2022 State Primary and the November 8, 2022 General Election. Some important dates to remember:

August 2, 2022 Election

- End of May – Applications for absentee ballots mailed to voters on the permanent absent voter list, ***These applications will be dual apps, meaning voters can apply for both their August and November ballot on a single application.**
- Week of June 25 – Absentee ballots will start to be mailed to voters who request them for August 2022.
- July 18 – Last day to register to vote by mail or at mi.gov/vote
- July 19 – Aug 2 – Unregistered voters must schedule an appointment to register in person with the clerk's office.

- July 29 by 5:00 pm – Last day to request an absentee ballot by mail or at mi.gov/vote
- Aug 1 at 4:00 pm – Deadline for obtaining an absentee ballot in person at the clerk's office
- Aug 2 – Election Day - Polls are open 7:00 am – 8:00 pm. All absentee ballots due at the clerk's office by 8:00 p.m.

Board and Commission Appointments

The following City of Birmingham [boards and commissions](#) have vacant positions or members with terms expiring soon:

BOARD:	APPLICATIONS DUE:	INTERVIEWS/ APPOINTMENTS:
Advisory Parking Committee	4/20/22	4/25/22
Architectural Review Committee	4/20/22	4/25/22
Board of Zoning Appeals	4/20/22	4/25/22
Brownfield Redevelopment Authority	4/20/22	4/25/22
Housing Board of Appeals	4/20/22	4/25/22
Public Arts Board	*until filled	
Storm Water Utility Appeals Board	*until filled	
Triangle District Corridor Improvement Authority	*until filled	

For details, visit www.bhamgov.org/boardopportunities.

Cemetery

Future Agenda Topics for Greenwood Cemetery Advisory Board

April 1, 2022 - Meeting in person at City Hall

- Second draft of a policy for approving and installing markers for persons of historical significance
- Continued review of the Greenwood Cemetery operational procedures, conditions and regulations
- Cemetery service provider contract

May 6, 2022 - Meeting in person at City Hall

- Planning for grave stone inventory project
- Preparation for 2021-2022 annual report, goal reflection & setting

June 3, 2022 - Meeting in person at City Hall

- Topics to be determined

City Manager's Office

Setting the Record Straight

Birmingham Triangle District Corridor Improvement Authority (BTDCIA)

At the Planning Board meeting held on March 9, 2022 a resident made comments regarding the process and makeup of the BTDCIA board along with the potential impact of rezoning on the neighborhood surrounded by the Triangle District as outlined in the

draft of the 2040 plan. Linked below is a detailed memo and supporting documents that further explain the resident's concerns, specifically in regards to the makeup of the board and the parameters that were passed by resolution # 11-363-08 of the City Commission on November 10, 2008. There have not been any changes to the makeup of this board since it was established in 2008. No alternate positions for the BTDCIA have been created to date by resolution of the City Commission. Most importantly, the board must have a majority of its members identified as persons having an ownership or business interest in property located in the Development Area. Download the [memo regarding this here](#).

Currently the board is comprised of the following members:

- Commissioner Baller
- Two persons having an ownership or business interest in property located in the Development Area
- Two residents of the Development Area as defined in the 2008 resolution

To maintain the requirements of the resolution passed, the board must have:

Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area

The City Commission will be seeking applicants who are persons having an ownership or business interest in property located in the Development Area.

Accrual of Funds under a Tax Increment Financing Plan ("TIF Plan")

At the February 28, 2022 meeting, Commissioner Haig asked for further information regarding the accrual of funds under a Tax Increment Financing Plan ("TIF Plan"), specifically asking about what happens to funds collected if there is not a project approved or constructed in accordance with the corresponding Development Plan. Accordingly, City staff provided the following response by email on March 4, 2022:

...once the plan is approved by the local body, any tax incremental growth should be captured and placed in a separate account. A project is not needed for the accrual process to begin. The funds cannot be dispersed until there is an approved project. If the funds are not spent, they must be returned to the individual taxing jurisdictions.

At the March 14, 2022 City Commission meeting, Commissioner Haig expressed concern that City staff had not provided all of the details requested in the email response noted above. To ensure a full and complete response, meeting videos were reviewed from both February 28, 2022 and March 14, 2022 to accurately relay all of the questions asked and to provide detailed responses for the City Commission. The questions posed by Commissioner Haig included the following:

1. Do we have to give it back?
2. Who is accruing when it starts next year?

3. Oakland County accrues?
4. If no project, then how can we have funding?
5. Where does accrual go to get up to \$6,000,000?
6. Who holds money if not us?

The following responses are offered to each of the above questions.

1. **Do we have to give it back?** Assuming "it" refers to any funds collected under a TIF Plan, the answer is that the City collects the funds and uses them to pay for an approved project under the Plan. As stated in the email dated March 4, 2022, if the funds are not spent on an approved project, they must be returned to the individual taxing jurisdictions.
2. **Who is accruing when it starts next year?** Assuming "it" in this question refers to the updated TIF Plan, the majority of funds that would accrue would be from the City's share of property taxes.
3. **Oakland County accrues?** To date, Oakland County has opted out of participating in the plan, and thus no funds can accrue from Oakland County's (or their affiliated agencies) share of property taxes.
4. **If no project, then how can we have funding?** As stated in the email dated March 4, 2022, once the plan is approved by the local body, any tax incremental growth should be captured and placed in a separate account. A project is not needed for the accrual process to begin.
5. **Where does accrual go to get up to \$6,000,000?** As stated in the email dated March 4, 2022, once the plan is approved by the local body, any tax incremental growth should be captured and placed in a separate account. To further clarify, the City of Birmingham would place all captured property taxes (for only those taxing jurisdictions that have not opted out) under the approved TIF Plan in a Special Revenue Fund, and these funds could only be used for an approved project. The reference to \$6,000,000 in this question likely refers to the potential tax capture from Oakland County as shown in the Estimated Tax Capture Table in the updated TIF Plan. A capture from Oakland County, and any negotiated cap, would only come into play however, if the City is successful in negotiating with Oakland County to have them opt into participating in our updated TIF Plan.
6. **Who holds money if not us?** As stated above, the City of Birmingham would place all captured property taxes (for only those taxing jurisdictions that have not opted out) under the approved TIF Plan in a Special Revenue Fund.

It is important to note that the whole purpose of updating our TIF Plan at this time is to attempt to meet the requirements requested by Oakland County in order to encourage them to opt into participating in a tax capture under our TIF Plan to assist us in funding public parking in the Triangle District.

Communications

GovPilot Citizen Request Module – Successful Launch

The communications team is very pleased with the launch of the city's new citizen request module by GovPilot. Our short video explaining how to submit a request via the GovAlert app is available at www.bhamgov.org/govalert. City Commissioners are encouraged to contact IT Manager Eric Brunk for assistance with downloading or using the app. Eric can be reached at ebrunk@bhamgov.org or 248-530-1885. I would like to thank Jamil Kim, Melissa Fairbairn, Erika Bassett and Eric Brunk who assisted in the selection and launch of this new, convenient service for the community.

Spring Birmingham Beat Newsletter Coming Soon

The spring edition of The Birmingham Beat newsletter will arrive in mailboxes around April 1, 2022. This edition features information about parking structure equipment, Parks & Recreation bond projects, upcoming spring and summer events, the Junior Golf Program, construction projects, pedestrian safety tips and more. Download the [newsletter here](#).

Birmingham City Guide

The communications team is working on the new City Guide brochure that will assist residents and visitors who wish to learn more about Birmingham. Information provided in the guide includes historical information, city map, parks and recreation, resident information, how to get involved and more.

Human Resources

Our new City Engineer, Yunus Patel, will begin on April 11, 2022. This was the last of our key positions needing to be backfilled at the start of 2021. Human Resources is working to fill several seasonal vacancies, including workers for our Ice Arena, Golf Courses, Parks, and Farmers Market. So far, ten candidates have entered our new hire process. Aside from seasonal hiring, the City is also looking to fill two vacancies for Streets Assistant Foreman and one for Plumbing Inspector.

Post-interview selections will soon be made for clerical assistance in the Police and Community Development departments. A new Clerk's Office Intern is anticipated to start in April.

Longtime City employee, Chad Check, has been promoted to the position of Senior Fleet Mechanic, where he will take lead of all City garage activities.

Staff & Vacancy Update

Department	FT & PT Staff Estimate	Current Vacancies/Hiring	Percentage Staffed	Vacancies Filled Since 2020	Notes
Birmingham Shopping District	5	Seasonal Only	100%	3	Now hiring Seasonal
Clerk's Office	5	None	100%	5	Hiring Intern
Building	17	Secretary A	100%	1	Hire Upcoming
Engineering	8	City Engineer	100.0%	5	Patel -Start Date 4/11
Finance / Treasury	14	Clerical Asst	93%	4	On hold
Fire	35	-	100%	10	
Information Technology	4	-	100%	2	
Maintenance	2	-	100%	1	
Manager's Office / Communications / HR	6	-	100%	6	
Museum	3	-	100%	0	
Parking System	N/A	TBD	TBD	1	
Planning	7	-	100%	4	
Police	71	Clerk/Typist B	100%	9	
Public Services	56	Senior Fleet Mech	TBD	8	Now hiring Seasonal

City Staff Vaccination Update

Vaccination Card Tracking

Department	# Received	Total Staff	Percentage
City Staff	194	222	87%
IT	4	4	100%
BSD	4	5	80%
Community Development	30	33	91%
Fire Dept	33	36	92%
Clerks	5	5	100%
Finance/Treasurer	12	13	92%
Building/Maintenance	2	2	100%
Museum	3	3	100%
Police Dept (w/o crossing guards)	51	61	84%
CM/HR	6	6	100%
DPS (w/o summer seasonals)	44	54	81%

Miscellaneous

Senate Bills 597 and 598

Birmingham Police Chief Mark Clemence recently sent letters to [Senator McMorrow](#) and [Representative Manoogian](#) concerning Senate Bills 597 and 598. These bills transfer funding from the state's public behavioral health system to private, for profit Medicaid health plans. Follow the links above to read both letters.

Department of Public Services

Tree City USA

Birmingham earned recognition as a Tree City USA in 2021, making it the 44th year as a Tree City USA! Residents of Birmingham should be proud to live in a place that makes the planting and care of trees a priority! We plan to celebrate our Tree City USA status during our Arbor Day Celebration coming up next month. An announcement is forthcoming.

Tree Inventory Update

We've completed the 1st phase of the Tree Inventory Update, collecting a total of 5401 sites in the Northeast Quadrant of the City, approximately 1/4 of the City's total inventoried trees. This inventory update also included phase 1 and 2 of the new downtown streetscape. The next phase will occur in the upcoming fiscal year, 2022-2023.

Pickleball Update

As part of our Pickleball site evaluation process, staff studied the possibility of converting existing tennis courts to pickleball courts. Currently the City maintains 16 tennis courts at 7 locations, with 2 courts at each location with the exception of Kenning Park, having 4. This does not include Seaholm High school (7 courts) or the private courts at Birmingham Racquet Club (6). The National Recreation and Parks Association Guideline recommendation on number of courts to provide within a community is 1 for every 2,000 residents, equaling 10-11 courts for Birmingham.

Although the Parks and Recreation Board, at the December 2021 meeting approved the Kenning Park location for new Pickleball Courts, in consideration of other Parks and Recreation Bond projects and timing, staff is considering the conversion of a tennis court option.

Donation Memorial Program

The City of Birmingham's Parks and Recreation [Donor Policy](#) allows for donations in various categories. The Birmingham Park Gift Donor Program offers opportunities for memorials, and identifies select site amenities such as benches, trees, and the like. The granite benches slated for West Maple Road are outside of our defined park site amenities currently identified in our donor program. These granite benches, along with all granite benches that are currently and planned for in the downtown, would have to be further

evaluated to become part of the current program. This could be an item for a future Parks and Recreation Board meeting for consideration at an appropriate time.

Adams Park Artificial Turf Cost Comparison

Download the [memo from Michael J. Dul & Associates](#) addressing questions raised about artificial turf rather than natural lawn.

Engineering Department

Construction Update

While construction season will be starting up again soon, certain work has been ongoing over the winter as weather conditions allow.

- The Lead Water Service Replacement program is continuing to work at homes that have been scheduled for March and April. With allocation of federal Coronavirus Local Fiscal Recovery Funds (CLFRF) received by the City toward the lead water service replacement program, the program is being implemented at an accelerated pace. The City's engineering consultant, Hubbell, Roth & Clark, has been sending out notices to select, targeted neighborhoods (mainly to improve the contractor's efficiency) providing information about the program. Any resident with a lead water service that has not received a notice yet is welcome to contact us for more information and possibly getting scheduled for the work.
- The 2021 Sewer Rehabilitation program being conducted by DVM Utilities has been ongoing. They have been completing the sewer investigative work on South Old Woodward, as well as working in other areas of the City to complete basic cleaning and inspection of sewer lines, plus specialized rehabilitation/repairs of minor issues that are found in the system. Rehabilitation/repair work in this contract include removal of roots, mineral deposits and protruding taps, and grouting leaking joints.

Coming soon: the City's sidewalk contractor, JB Contracting, will be starting-up in the coming weeks to complete sidewalk slab replacements on streets south of Maple and west of Pierce. The City's asphalt pavement resurfacing contractor, Pamar Enterprises/Al's Asphalt will be starting work on Fairway, Adams, and on Latham in April.

Water Infrastructure Task Force:

The Engineering Department is participating in the Water Infrastructure Task Force being led by SEMCOG. Representatives of governments, utility agencies, and other interested nonprofit organizations throughout southeast Michigan are meeting to discuss issues related to storm water, drinking water, and wastewater infrastructure. The Task Force is focused on the current condition and future resiliency of these systems and the short and long-term actions needed for sustainable water infrastructure systems in Southeast Michigan. The following [press release](#) was issued about this effort. More information can be found on SEMCOG's website at https://maps.semco.org/nfsem_waterinfrastructure/ or www.semco.org.

Fire Department

Firefighters Resuscitate Premature Baby

On March 11, 2022, at approximately 1:15 pm, Rescue 2 and Engine 2 responded to a call of a pregnant patient who was in labor in the front passenger seat of a car. Birmingham Paramedics, Nick Soper, Trevor Hulbert, Steve Bonora, and Lieutenant Mike Slack arrived on scene in two minutes to find a newly born baby boy that was blue and unresponsive. The baby was delivered seconds before by a doctor from the OB-GYN office where the car was parked. The crew was handed the unresponsive, premature baby and immediately initiated lifesaving procedures. The crew was able to resuscitate the baby and then transport him priority to Beaumont Hospital – Royal Oak. The newborn baby is doing well. The crew will receive the Birmingham Fire Department lifesaving award. The award plaque will be added to the reward wall at Station 1. I would like to commend the crew on a job well done!

FEMA Public Assistance Update

The Fire Department leads the City's Emergency Management program. During the ongoing Covid-19 pandemic this program, along with amazing help from the City's Finance Department, has applied for over two dozen grants for FEMA Public Assistance. So far, the City has successfully recouped almost \$2.4 million dollars in reimbursements and has an additional \$2 million dollars worth of grants that are currently pending. The City will continue to apply for more FEMA grants for reimbursement until the funds are unavailable. Follow [this link to download a summary of grants](#) related to COVID-19 that have been received or applied for to date. I would like to thank Assistant Finance Director Kim Wickenheiser and Assistant Chief Matt Bartalino for all of their hard work with helping to prepare these grants.

Planning Department

Master Plan 2040

The Planning Board completed its thorough review of the second draft on March 9, 2022 with a summary of the review and a prioritization that will be brought to the City Commission at a joint meeting in the spring. At the City Commission meeting on March 28, 2022, the Planning Board will propose that this special joint meeting of the Planning Board and City Commission be held on Monday, April 18, 2022. All of the presentation slides used by the consultant for their presentations are available on www.thebirminghamplan.com, along with all documents relating to the 2040 Master Plan. You can also watch a recording of each meeting on the City of Birmingham website. As a reminder, you can still submit comments directly to the consultant team through the aforementioned 2040 Plan website, and can also submit comments directly to the Planning Division to be placed in the next available agenda of the Planning Board.

Planning Board

Overall, the Planning Board is keeping very busy with agendas that are now full through the first meeting in May. The Planning Board recently set a public hearing on April 13, 2022 to finalize the proposed outdoor dining ordinance amendments and forward their recommendation to the City Commission. In addition, there are several ordinance studies that have been waiting for the 2040 Master Plan review to be completed that the Planning Board will take on starting in the spring. In terms of site plan reviews, the Planning Board will be reviewing applications for the following developments in the near future:

- 100 Townsend – The Townsend Hotel has submitted an application for a new outdoor dining platform adjacent to the hotel and Rugby Grille on Townsend St. The Special Land Use Permit, Final Site Plan and Design Review application review was recommended for approval by the Planning Board and Advisory Parking Committee, and will be before the City Commission for final consideration in April 2022.
- 770 S. Adams – A new Community Impact Study and Preliminary Site Plan Review application has been submitted for a new 5 and 6 story mixed-use development in the Triangle District. The proposed building will have 158 residential units and a 4,000 sq. ft. retail space along Haynes. The application will be reviewed at the Planning Board on March 31, 2022 after two postponements.
- 294 E. Brown – A Community Impact Study and Preliminary Site Plan Review application has been submitted for a new mixed-use building along E. Brown St., which is currently Coldwell Banker. The building will be comprised of retail and office uses on the first and second floors, and will contain 38 residential units on floors 3 and 4. The project is scheduled at the Planning Board on March 23, 2022 after a postponement from February 23, 2022.
- 185 N. Old Woodward – The existing Mad Hatter Bistro has submitted a Special Land Use Permit, Final Site Plan and Design Review proposal to rebrand and renovate the existing bistro. The changes proposed are a full interior remodel, exterior changes, and a new outdoor dining patio. The project is scheduled at the Planning Board in April 2022 and will be forwarded to the City Commission for final consideration after receiving a recommendation from the Planning Board and Historic District Commission.
- 220 Merrill – The existing 220 Restaurant has submitted a Special Land Use Permit, Final Site Plan and Design Review for a new outdoor dining platform in the Merrill right-of-way. The project is scheduled at the Planning Board on March 31, 2022 and will be forwarded to the City Commission for final consideration after receiving a recommendation from the Planning Board, Historic District Commission and Advisory Parking Committee.
- 2225 E. 14 Mile – Our Shepherd Lutheran Church is proposing a renovation of their existing parking facility, which will include improved screening and landscaping, as well as green storm water infrastructure. The Special Land Use Permit, Final Site Plan and Design Review application is scheduled at the Planning Board on March 23, 2022 and will be forwarded to the City Commission for final consideration after receiving a recommendation from the Planning Board.

- 36877 Woodward – Gasow Veterinary Hospital has submitted a Preliminary Site Plan Review application for a new 2-story building and associated site improvements. The tenant is proposed to remain, and will require a Special Land Use Permit (TZ3 zone), which will be reviewed by the City Commission in time. At present, the applicant is scheduled to go before the Planning Board on March 23, 2022.
- 243 E. Merrill – La Strada, an existing bistro, has submitted a Special Land Use Permit, Final Site Plan and Design Review application for a new outdoor dining platform in the Merrill right-of-way. The project is scheduled at the Planning Board on April 27, 2022 and will be forwarded to the City Commission for final approval after receiving a recommendation from the Planning Board and Advisory Parking Committee.
- 320 Martin – The historic Birmingham Post Office building is proposed to receive an addition to the rear of the property, which currently contains a parking facility and a modern addition. The new 5-story addition is being reviewed by the Historic District Commission currently, and the Planning Board will be reviewing a Community Impact Study and Preliminary Site Plan Review in April or May of 2022.

Historic Preservation

The Historic District Commission is embarking on an intense plan of action for historic preservation. This includes a lot of work towards the adoption of historic design guidelines, a general preservation master plan, and a signage/wayfinding plan for the Bates St. Historic District. Recently, the City received four responses to the Request for Proposals for new Historic Design Guidelines, which will be reviewed by the Historic District Commission in early April. Additionally, the Historic District Study Committee has been given the green light by the City Commission to continue its important work of updating the 1992 Wallace Frost report titled "Wallace Frost: His Architecture in Birmingham, MI." as well as developing a proposal to reinvigorate the Heritage Home program. At this time, there is one major project that is being reviewed by the Historic District Commission:

- 320 Martin – The historic Birmingham Post Office site is being considered for a 5-story addition on the rear (north) side of the property along Maple. The Historic District Commission is considering many aspects of the project in relation to the Secretary of the Interiors Standards for Rehabilitation. The project was reviewed and approved on March 16, 2022.

In addition, the Historic District Commission will be reviewing two new Wall Art applications that have been submitted and reviewed by the Public Arts Board:

- 160 W. Maple – Dick O' Dows is seeking formal approval of their mural at the rear of their building above the overhead garage door.
- 148 Pierce – A new mural is proposed on the rear of the historic Telephone Exchange Building.

Public Art

The Public Arts Board is now beginning its 2022 call for entries. The program affords an opportunity for artists to receive a small grant to provide public art in the City of Birmingham. Along with the call for entries program, the Public Arts Board continues to field donation requests. In addition to public art programs, the Public Arts Board has been reviewing applications for the newly adopted Wall Art application process. Two applications have been reviewed so far, and several more inquiries have been made within the approved Wall Art boundaries. In addition, City Staff has been fielding multiple inquiries for Wall Art along the Woodward corridor, prompting a review of the Wall Art boundary and a possible expansion.

Multi-Modal Transportation Board

The Multi-Modal Transportation Board (MMTB) has taken on the valiant but challenging task that is improving conditions along the Woodward corridor. The MMTB is actively working on the Woodward Avenue Road Diet Checklist, and will be studying various other improvements for Woodward in the near future.

Police Department

Congratulations, Officer Whipple

Officer Jeff Whipple (formally assigned out to the FBI Financial Crimes Task Force) will be receiving an award from the Inspector General of the Department of Labor for his part in the investigation of over \$1.6 million in unemployment fraud. Beginning in May of 2020 and continuing through at least October of 2020 the suspect, with the intent to defraud, successfully submitted applications for unemployment on behalf of individuals in nine different states without their permission. The suspect directed the benefits to be paid out via debit cards and then used these cards to withdraw the funds at ATM's throughout metro Detroit. As a result of the investigation conducted by Ofc. Whipple, the suspect entered a guilty plea and will be required to pay restitution to the victim states in the amount of \$1,611,202.00.

Connect to Disconnect (C2D) Campaign

The police department will be participating in a statewide campaign organized by The Office of Highway Safety Planning. Connect to Disconnect (C2D) is a national distracted driving enforcement and awareness initiative that takes place on April 7, 2022. The goal is to increase driver compliance with state distracted driving laws. The state campaign will continue through April 11, 2022.

Farewell, Ellen DeView

Ellen DeView, Service Coordinator for the police department has been with the department for 30 years. On March 18th, Ellen will officially begin a well deserved retirement. Her expertise and historical knowledge of the City will certainly be missed. Ellen will be moving with her mother to the City of New Orleans.

Welcome, Officer Aguilar

The police department would like to welcome new police officer Agustin Aguilar. Ofc. Aguilar started with our department on March 11th and will be in our Field Training

Program. During this program, training will be conducted under the direction of a Field Training Officer (FTO). FTO's have been selected on the basis of their past experience as patrol officers and their ability to pass their knowledge on to new officers.

Police Department/City Hall Assessment and Conceptual Designs for Renovations/Expansion

The police department has begun the process to evaluate safety and security needs noted by our assessors during the Michigan Association of Chiefs of Police (MACP) accreditation process. While reviewing the noted police department deficiencies, City Hall was also discussed due to its own set of safety and security concerns. As a result, a Request For Proposal (RFP) has been created for a police department and City Hall assessment, including conceptual designs for potential renovations and/or expansions to address these needs. The last major renovation to city hall was completed in 1993. Download the [RFP here](#).

Parking Systems Update

Waitlist

In October of 2021, the monthly parking waitlist had more than 1,500 people. As of today, Pierce Structure is the only structure with a waitlist, which is under 30 people. All other structures are open for monthly parkers. Park and Peabody have a limited amount of monthly parking available. North Old Woodward and Chester Structures have an abundant amount of passes available.

Occupancy:

February	
Chester Structure	25%
N.O.W. Structure	36%
Park Structure	44%
Peabody Structure	62%
Pierce Structure	58%

Future Agenda Items

Download a summary of [future agenda items](#).

Future Workshop Items

Download a summary of [future workshop items](#).