

BIRMINGHAM CITY COMMISSION AGENDA
APRIL 26, 2021
7:30 P.M.
VIRTUAL MEETING
ZOOM MEETING ID: 655 079 760

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

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

APPOINTMENTS

A. Architectural Review Committee:

1. Larry Bertollini

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

B. Brownfield redevelopment Authority:

1. Pierre Yaldo

To concur with the Mayor's appointment of _____, as a regular member to the Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2024.

C. Housing Board of Appeals:

1. Karson Claussen
2. Phil Vincenti

To appoint _____ as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2024.

To appoint _____ as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2024

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

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.

- A. Resolution to approve the Workshop meeting minutes of April 12, 2021
- B. Resolution to approve the City Commission 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
- E. Resolution 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.
- 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.

VI. UNFINISHED BUSINESS

- A. Resolution to postpone 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.

OR

To deny the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel # 19-36-281-022 and parcel #19-36-281-030, as the resulting parcel would not be consistent with the requirements for the MU-5 and MU-7 Zones, nor consistent with the recommendations in the Triangle District Plan.

OR

To approve the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel # 19-36-281-022 and parcel #19-36-281-030 and the proposed LMDP Property Development Agreement

- B. Resolution to direct _____ bistro application to the Planning Board for full site plan, design, and Special Land Use Permit review.

OR

To take no action on any bistro applications at this time.

- C. Resolution 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.

VII. NEW BUSINESS

- A. Resolution to follow up on the unimproved streets workshop in regards to unimproved street policy modifications. (Complete resolution in agenda packet)
- B. Resolution 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.
- C. Resolution 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 report below.

- D. Resolution for the Commission 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.
- E. 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.
- F. Commission discussion on items from prior meeting.
 - 1. Builder developer street damage. Issues, costs, remedial action and payment proposal.
- G. 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

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

INFORMATION ONLY

XI. ADJOURN

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

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



City of Birmingham

Proclamation

Mental Health Awareness Month-May 2021

- WHEREAS,** mental health is important for our individual well-being and vitality, as well as that of our families, communities and businesses; and
- WHEREAS,** the COVID-19 pandemic has been a reminder of the importance of integrating mental health into preparedness and response plans for public health emergencies; and
- WHEREAS,** younger adults, racial/ethnic minorities, essential workers, and adult caregivers reported having disproportionately worse mental health outcomes, increased substance use, and elevated suicidal ideation associated with COVID-19; and
- WHEREAS,** one in six U.S. children aged 2-8 years (17.4%) had a diagnosed mental, behavioral, or developmental disorder; and
- WHEREAS,** May 6, 2021 is designated the National Children’s Mental Health Awareness Day and May 2 through May 8 is designated as Children’s Mental Health Awareness Week; and
- WHEREAS,** The City of Birmingham supports the Oakland Community Health Network’s commitment to being a Zero Suicide organization and cultivating a network of providers who are engaged in the Zero Suicide philosophy; and
- WHEREAS,** mental illness is a biologically based brain disorder that cannot be overcome through ‘will power’ and is not related to a defect in a person’s ‘character’ or intelligence; and
- WHEREAS,** mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn, and fully participate and contribute to our society, but also enriches the culture of our community life; and

WHEREAS,

The City of Birmingham supports the Oakland Community Health Network (OCHN), and its service provider agencies, who are committed to inspiring hope, empowering people, and strengthening communities

THEREFORE BE IT RESOLVED,

that, The City of Birmingham, hereby recognizes May 2021 as Mental Health Awareness Month. Birmingham calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our state in increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.

On Behalf of the City of Birmingham, this 26th day of April, 2021,

Pierre Boutros, Mayor

CHIEF EXECUTIVE OFFICER (CEO)
Dana Lasenby

BOARD OFFICERS
Jonathan Landsman, Chair
Dr. Sarah Guadalupe, Vice Chair
Adam Fuhrman, Secretary

BOARD MEMBERS
Hadas Bernard
Dr. Bijaya Avasthy Hans
Eric Lindemier
Reena Naami
Malkia Newman
Christina Root
Steffan Taub, D.O.
John Paul Torres

April 2, 2021

Mayor Pierre Boutros
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Dear Mayor Boutros,


Please accept this invitation to join an exciting, community-driven collaboration declaring May 2021 as Mental Health Month.

Each year Oakland Community Health Network, along with its exceptional service provider network, hosts an array of initiatives that promote community awareness about mental illness. As part of this endeavor, we are once again asking cities, townships, and villages throughout Oakland County to partner with us by approving the included proclamation for May as Mental Health Month at their council meetings.

We understand with the current COVID-19 epidemic, social distancing, and uncertainty of resuming normal activities, many entities may be holding virtual meetings. If this is the case for your community, please let us know if it's possible to read aloud the proclamation or post it on your website.

Thank you for considering this meaningful initiative. Together we can serve as advocates of independence and equality for people who have a mental illness. Please contact Debbie Wisser at 248-858-0929 or wisserd@oaklandchn.org for any questions regarding this effort.

Sincerely,



Christine Burk
Communications and Community Outreach Director

Mental Health Awareness Month – May 2021

- WHEREAS, mental health is important for our individual well-being and vitality, as well as that of our families, communities and businesses; and
- WHEREAS, the COVID-19 pandemic has been a reminder of the importance of integrating mental health into preparedness and response plans for public health emergencies; and
- WHEREAS, younger adults, racial/ethnic minorities, essential workers, and adult caregivers reported having disproportionately worse mental health outcomes, increased substance use, and elevated suicidal ideation associated with COVID-19; and
- WHEREAS, one in six U.S. children aged 2–8 years (17.4%) had a diagnosed mental, behavioral, or developmental disorder; and
- WHEREAS, May 6, 2021 is designated the National Children’s Mental Health Awareness Day and May 2 through May 8, 2021 is designated as Children’s Mental Health Awareness Week ; and
- WHEREAS, Oakland Community Health Network is committed to being a Zero Suicide organization and cultivate a network of providers who are engaged in the Zero Suicide philosophy; and
- WHEREAS, mental illness is a biologically based brain disorder that cannot be overcome through “will power” and is not related to a defect in a person’s “character” or intelligence; and
- WHEREAS, mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn and fully participate and contribute to our society, but also enriches the culture of our community life; and
- WHEREAS, the Oakland Community Health Network (OCHN), and its service provider agencies, are committed to inspiring hope, empowering people, and strengthening communities.

NOW, THEREFORE, BE IT RESOLVED that, Oakland Community Health Network, hereby recognizes May 2021 as Mental Health Awareness Month. OCHN calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.



City of Birmingham

2021 Proclamation

**DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY**

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of Birmingham to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, in Michigan we have had 1,212 gun deaths, with a rate of 12.1 deaths per 100,000 people. Michigan has the 31st highest rate of gun deaths in the US; and,

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in Birmingham, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is the mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence;

*151 Martin Street • P.O. Box 3001 • Birmingham, MI 48012-3001 (248)
530-1800 • Fax (248) 530-1080 • www.bhamgov.org*

ANNOUNCEMENT

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 4, 2021 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

(1) Hadiya Pendleton and other victims of gun violence; and
(2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 4th, the first Friday in June in 2021, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 4, 2021 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Pierre Boutros of the City of Birmingham declares the first Friday in June, June 4, 2021, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Mayor Pierre Boutros

April 26, 2021



**NOTICE OF INTENTION TO APPOINT TO
ARCHITECTURAL REVIEW COMMITTEE**

At the meeting of Monday, April 26, 2021 the Birmingham City Commission intends to appoint one regular member to the Architectural Review Committee to serve a three-year term to expire April 11, 2024. Members of this Committee will be appointed by the Commission. The Committee shall consist of three Michigan licensed architects who reside in the City of Birmingham.

The purpose of this committee is to review certain public improvement projects initiated by the City and referred to the committee by the City Manager or his/her designee. The Committee is expected to offer opinions as to what physical alterations or enhancements could be made to these projects in order to improve the aesthetic quality of the project and the City's overall physical environment.

Interested citizens may submit an application available at the City Clerk's Office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, April 21, 2021. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants must be a Michigan Licensed Architect & Resident of the City of Birmingham.
Larry Bertolini	Licensed Architect and Birmingham resident

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

SUGGESTED RESOLUTION:

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



ARCHITECTURAL REVIEW COMMITTEE

Resolution #: 03-101-04

Purpose: To review certain public improvement projects initiated by the city and referred to the committee by the city manager or his/her designee. The committee is expected to offer opinions as to what physical alterations or enhancements could be made to these projects in order to improve the aesthetic quality of the project and the city's overall physical environment.

Members: The committee shall consist of three Michigan licensed architects who reside in the City of Birmingham.

Term: Three years

Last Name	First Name	Home Business	E-Mail	Appointed	Term Expires
Bertollini	Larry	(248) 646-6677	6/25/2012	4/11/2021	
1275 Webster		<i>lbertollini@att.net</i>	Michigan Licensed Architect & Resident of Birmingham		
Larson	David W.	248-496-2218	6/22/2020	4/11/2022	
436 Greenwood		<i>dlarson@tmp-architecture.com</i>	Michigan Licensed Architect & Resident of Birmingham		
Poris	Michael	(248) 320-4141	6/8/2020	4/11/2023	
527 Graten		<i>mporis@mcintoshporis.com</i>	Michigan Licensed Architect & Resident of Birmingham		

NO MEETINGS IN 2020

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: Architectural Review Committee

Year: 2019

MEMBER NAME	2/8							Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS										
Larry Bertolini	P							1	0	100%
Christopher Longe	P							1	0	100%
VACANT								0	0	#DIV/0!
Reserved								0	0	#DIV/0!
Reserved								0	0	#DIV/0!
Members in attendance	2	0	0	0	0	0	0			

KEY: A = Absent
P = Present
NM = No Meeting
na = not appointed at that time

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Board/Committee: Architectural Review Committee

Year: 2018

MEMBER NAME	4/16	5/18	11/9	NM	NM	NM	NM	Total Mtgs. Att.	Total Absent	Percent Attend
REGULAR MEMBERS										
Larry Bertolini	P	P	P					3	0	100%
Christopher Longe	P	P	P					3	0	100%
VACANT								0	0	#DIV/0!
Reserved								0	0	#DIV/0!
Reserved								0	0	#DIV/0!
Members in attendance	2	2	2	0	0	0	0			

KEY: A = Absent
P = Present
NM = No Meeting
na = not appointed at that time



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will Attend /	<input type="checkbox"/> Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest Architectural Review Committee

Specific Category/Vacancy on Board Current term expiring (see back of this form for information)

Name Larry Bertollini

Phone 2486466677

Residential Address 1275 Webster

Email * _____

Residential City, Zip Birmingham, 48009

Length of Residence 35 years

Business Address _____

Occupation Architect

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

I have served on the ARC Committee several years & would like to continue to do so.

List your related employment experience Straub Pettitt Yaste Architects.

Clients include Wayne County Community College District, Dept Of Natural Resources, & HCMA

List your related community activities Co-Chaired the Ad Hoc Rail District Committee for the South Eton Bike Lane Study.

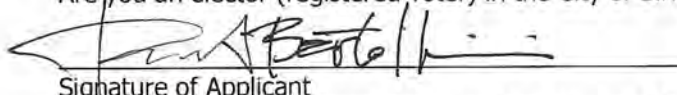
Past President & currently Treasurer of Torry Community Association of Birmingham.

List your related educational experience Bachelor of Science in Architecture from Lawrence Technological University

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: None

Do you currently have a relative serving on the board/committee to which you have applied? No

Are you an elector (registered voter) in the City of Birmingham? Yes



04/19/2021

Date

Signature of Applicant

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

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



Abrial Hauff <ahauff@bhamgov.org>

City Commission Meeting on 04-26-2021

larry bertollini <lbertollini@att.net>
To: ahauff@bhamgov.org

Mon, Apr 19, 2021 at 2:07 PM

Abrial,

Regrettably, due to a scheduling conflict, I am unable to attend the City Commission meeting on 04-26-2021.

Larry Bertollini



**NOTICE OF INTENTION TO APPOINT TO THE
CITY OF BIRMINGHAM
BROWNFIELD REDEVELOPMENT AUTHORITY**

At the regular meeting of Monday, April 26, 2021, the Birmingham City Commission intends to appoint one regular member to the City of Birmingham Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2024.

The authority shall have the powers and duties to the full extent as provided by and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the state of Michigan of 1996, as amended. Among other matters, in the exercise of its powers, the Board may prepare Brownfield plans pursuant to Section 13 of the Act and submit the plans to the Commission for consideration pursuant to Section 13 and 14 of the Act.

Members shall be appointed by the Mayor, subject to approval by the City Commission.

Interested citizens may submit an application available at the city clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the city clerk’s office on or before noon on Wednesday, April 21, 2021. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
Pierre Yaldo	Applicants shall, in so far as possible, be residents of the City of Birmingham. Resident & Attorney

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

SUGGESTED ACTION:

To concur with the Mayor’s appointment of _____, as a regular member to the Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2024.



BROWNFIELD REDEVELOPMENT AUTHORITY

Resolution # 04-123-05

5 members, three-year terms, appointed by the mayor subject to approval of the commission.

The authority shall have the powers and duties to the full extent as provided by and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the state of Michigan of 1996, as amended. Among other matters, in the exercise of its powers, the Board may prepare Brownfield plans pursuant to Section 13 of the Act and submit the plans to the Commission for consideration pursuant to Section 13 and 14 of the Act.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Awdey 1633 Graefield	Harry	(586) 453-4677 <i>hawdey@gmail.com</i>	9/25/2017	5/23/2022
Gotthelf 363 Catalpa	Beth	(248) 227.6920 <i>gotthelf@butzel.com</i>	5/9/2005	5/23/2023
Runco 1556 Lakeside	Robert	(248) 388-8100 <i>rrunco@runcowaste.com</i>	5/9/2005	5/23/2023
Torcolacci 2047 Windemere	Daniella	(248) 217-4805 <i>dtorcolacci@gmail.com</i>	10/27/2014	5/23/2022
Zabriskie 587 Watkins	Wendy	(248) 646-7543 (248) 743-6046 <i>jwzab@comcast.net</i>	5/9/2005	5/23/2021



Abrial Hauff <ahauff@bhamgov.org>

City of Birmingham - Term Expiration

JIM ZABRISKIE <jwzab@comcast.net>
To: Abrial Hauff <ahauff@bhamgov.org>

Mon, Mar 29, 2021 at 6:03 PM

Hi - I wanted to let you know I do not intend to apply again for the Brownfield Redevelopment Authority. I have been on the board for several years and it is time to give someone else an opportunity to serve. It will also free me up to apply for other City board positions that I may have an interest in which open up in the future.

Let me know if you need anything else.

Thank you.

Wendy L. Zabriskie

[Quoted text hidden]



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Will Attend	<input type="checkbox"/> Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest Brownfield Redevelopment Authority

Specific Category/Vacancy on Board Req. "One Regular Member" (see back of this form for information)

Name Pierre Yaldo

Phone (248) 534 5585

Residential Address 1109 Derby

Email * piereyaldo1@gmail.com

Residential City, Zip Birmingham 48009

Length of Residence 1 year

Business Address 838 W. Long Lake #100

Occupation Attorney

Business City, Zip Bloomfield 48302

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

I have experience as a real estate attorney and formerly as a tax accountant - I understand the important issues and can assist in interpreting requirements and applicant/project eligibility & make sound recommendations on that basis.

List your related employment experience Attorney (self-employed) - Real estate, land use/zoning, Insurance, Litigation, etc. prior experience in accounting and commercial property management.

List your related community activities Involved on in Birmingham Bloomfield Chamber of Commerce, and various bar associations of attorneys.

List your related educational experience Wayne Law School (J.D.), Bachelor of Business from Walsh College of Accountancy & Business.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: NO

Do you currently have a relative serving on the board/committee to which you have applied? NO

Are you an elector (registered voter) in the City of Birmingham? Yes (as of April 21, 2021)

[Signature]
Signature of Applicant

April 12, 2021
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080.

Updated 11/18/2020

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to



**NOTICE OF INTENTION TO APPOINT TO THE
HOUSING BOARD OF APPEALS**

At the meeting of Monday, April 26, 2021 the Birmingham City Commission intends to appoint two regular members to the Housing Board of Appeals to serve three-year terms to expire May 4, 2024. Members shall be educated or experienced in building, construction administration, social services, real estate or other responsible positions.

The Housing Board of Appeals was established in order to provide an appeal process from regulation derived from the housing and maintenance requirements found in Chapter 22 of the city code. The purpose of the housing and maintenance regulations is to protect, preserve and promote the physical and social well being of the people, to regulate privately and publicly owned dwellings for the purpose of maintaining adequate sanitation and public health.

Interested citizens may submit an application available at the City Clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk’s office on or before noon on Wednesday, April 21, 2021. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Applicants shall be educated or experienced in building construction administration, social services, real estate or other responsible positions.
Karson Claussen	Building Inspector, Code Enforcement Officer & Plan Reviewer
Phil Vincenti	President & Owner of Titanus Cement Wall

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

Attendance records are not included. The last official meeting for the HBA was April 3, 2007. The State of Michigan Construction Code Act requires the City to have an appeals board in place to hear appeals of decisions pertaining to the building and property maintenance codes. The HBA is in place to hear appeals from the property maintenance codes. The City has not had an appeal of one of its decisions since 2007.

SUGGESTED ACTION:

To appoint _____ as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2024.

To appoint _____ as a regular member to the Housing Board of Appeals to serve a three-year term to expire May 4, 2024.



HOUSING BOARD OF APPEALS

Chapter 22 - Sections 22-312 – 22-314

Seven Members

Requirements: Qualified by education or experience in building, construction administration, social services, real estate, or other responsible positions.

Terms: Three year - expire the first Monday in May

Meetings held as needed.

Appointed by the City Commission

Last Name	First Name	Home Address	Home Business E-Mail	Appointed	Term Expires
Joseph	Luke	(248)657-0665 1478 Webster Birmingham 48009	<i>luajom@yahoo.com</i>	6/8/2020 Real estate	5/4/2023
McLogan	Chris	(248) 321-5883 612 N. Glenhurst Dr Birmingham 48009	<i>chrismclogan@gmail.com</i>	6/8/2020 real estate	5/4/2023
Peterson	Kenneth	(586) 615-0452 34 Adelaide Detroit 48201	<i>kenpeterson123@gmail.com</i>	4/16/2007 home builder	5/4/2021
Taylor	Robert	248-892-3316 3693 W Bradford Bloomfield Hills 48301	<i>Bob@BobTaylor.com</i>	5/10/2010 real estate	5/4/2022
Vincenti	Philip	(248) 722-4747 938 Lakeside Birmingham 48009	<i>pvincenti@tcwall.com</i>	4/9/2018 building/contractor	5/4/2021

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Wadette	Bradford	(256) 509-7193	6/3/2019	5/4/2022
2586 Dorchester Rd.			investments	
Birmingham	48009	<i>wadettebradford@yahoo.com</i>		
Ziegelman	Robert	(248)644-0600	6/8/2023	5/4/2023
968 Stratford			architect	
Bloomfield Hills	48304	<i>rziegelman@lzarch.com</i>		



Abrial Hauff <ahauff@bhamgov.org>

City of Birmingham - Term Expiration

Ken <kenpeterson123@gmail.com>
To: Abrial Hauff <ahauff@bhamgov.org>

Mon, Mar 29, 2021 at 12:29 PM

Abrial

I am sorry but I must withdraw my name for consideration for this position.

Thank you

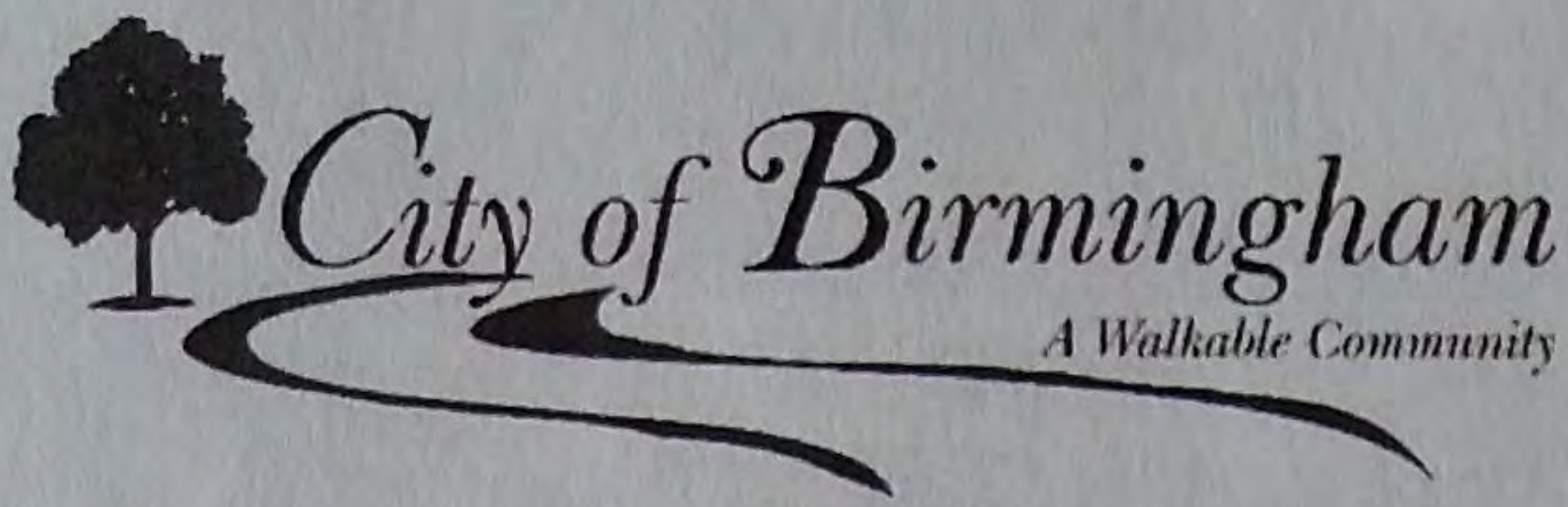
Ken Peterson

Sent from my iPhone

On Mar 24, 2021, at 10:54 AM, Abrial Hauff <ahauff@bhamgov.org> wrote:

[Quoted text hidden]

<0-APPLICATION FORM 3.24.21.pdf>



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will Attend /	Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest HOUSING BOARD OF APPEALS

Specific Category/Vacancy on Board _____ (see back of this form for information)

Name KARSON CLAUSSEN

Phone 248.688.4517

Residential Address 1627 MARYLAND BLVD.

Email * KARSON.CLAUSSEN@GMAIL.COM

Residential City, Zip BIRMINGHAM, MI 48209

Length of Residence 16 YEARS

Business Address same

Occupation BUILDING INSPECTOR & CODE ENFORCEMENT OFFICER; PLAN REVIEWER.

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

RETIRED SWIMMING POOL CONTRACTOR. LICENSED BUILDING INSPECTOR AND PLAN REVIEWAL CERTIFIED HOME INSPECTOR AND CODE OFFICER.

List your related employment experience COMMERCIAL AND RESIDENTIAL POOL AND WATER FEATURE CONTRACTOR. DESIGN CONSULTANT. BUILDING INSPECTOR.

List your related community activities _____

List your related educational experience MBA FROM MICHIGAN STATE UNIV.-2003
BACHELOR DEGREE FROM OAKLAND UNIV.-1991. SEASIDE HS - 1980

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: _____

N/A.

Do you currently have a relative serving on the board/committee to which you have applied? NO.

Are you an elector (registered voter) in the City of Birmingham? YES

Signature of Applicant _____ Date 4-1-2021

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48209 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

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



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Will Attend	<input type="checkbox"/> Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

Thank you for your interest in serving on a Board or Committee. The purpose of this form is to provide the City Commission with basic information about applicants considered for appointment. NOTE: Completed applications are included in the City Commission agenda packets. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various Boards and Committees and a list of current openings can be found on the City website at www.bhamgov.org/boardopportunities.

(Please print clearly)

Board/Committee of Interest HOUSING BOARD OF APPEALS

Specific Category/Vacancy on Board _____ (see back of this form for information)

Name Phil VINCENTI

Phone 248-722-4747

Residential Address 938 LAKESIDE DR

Email * PVINCENTI@TCWALL.COM

Residential City, Zip BIRMINGHAM 48009

Length of Residence 4 YEARS

Business Address 4115 JO DR. STE 100

Occupation PRESIDENT + OWNER OF TITANUS CEMENT WALL

Business City, Zip NOVI 48375

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____

I HOLD A BUILDERS LICENSE, HAVE CONSTRUCTED MANY HOMES IN BIRMINGHAM AND MY MAIN BUSINESS HAS DONE THOUSANDS OF RESIDENTIAL FOUNDATIONS IN MICHIGAN.

List your related employment experience OWNER + PRESIDENT OF A CONCRETE FOUNDATION BUSINESS

List your related community activities NONE

List your related educational experience MASTERS DEGREE IN CONSTRUCTION ENGINEERING MANAGEMENT FROM LTU.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: N/A

Do you currently have a relative serving on the board/committee to which you have applied? No

Are you an elector (registered voter) in the City of Birmingham? Yes

[Signature]
Signature of Applicant

3-24-21
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to Ahauff@bhamgov.org or by fax to 248.530.1080.

Updated 3/24/2021

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

**Birmingham City Commission - Special Workshop Meeting Minutes
Monday, April 12, 2021**

6:00PM

Virtual Meeting On Zoom

Meeting ID: 655 079 760

Vimeo Link: <https://vimeo.com/event/3470/videos/527622821/>

Workshop Session

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to participate in a discussion regarding Unimproved Streets.

I. Call To Order

Pierre Boutros, Mayor

II. Roll Call

Alexandria 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: Hilton Head, SC)
Commissioner Host (location: Birmingham, MI)
Commissioner Nickita (location: Birmingham, MI)
Commissioner Sherman (location: Birmingham, MI)

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Finance Director Gerber, City Attorney Kucharek, Consulting City Engineer Surhigh

III. Presentation & Discussion

CM Markus provided an overview of the workshop's topic.

A. Funding for Unimproved Roads

Finance Director Gerber presented the item.

Commissioner Host said improving roads in the City will be more fair since residents on unimproved roads are paying the same taxes as residents on improved roads. He said he wanted the City to explore bonding options further. He also said residents of an unimproved street should have the option of opting-out of road improvements.

Commissioner Baller said that the City will have a better sense of the costs of the project once the roads are ranked by the Engineering Department. He said it is unlikely that all 26 miles of unimproved roads in the City will need to be improved. He said maintaining the 85%/15% cost split for improving roads makes sense if the City can afford that, and that if the City could afford to pick up more of the cost for improving roads that might also be beneficial.

Commissioner Hoff said changing the cost split for road improvements from the 85%/15% split would be unfair to many residents who already paid to have their roads improved at that cost. She said it would be especially unfair for the residents of some improved roads who had not wanted their roads improved in the first place and who lost out to the majority on their street.

Mayor Pro Tem Longe agreed with Commissioner Baller, noting that different unimproved roads have different conditions.

B. Planning for Infrastructure Improvements

Consulting City Engineer Surhigh presented the item. He asked the Commission to weigh in on whether they wanted to apply a proactive approach to unimproved streets and whether they wanted to review a "Master Plan" for the Unimproved Streets.

Mayor Pro Tem Longe and Commissioners Baller, Host, Hoff, Sherman, and Nickita all answered yes to both of Consulting City Engineer Surhigh's questions. Both Commissioners Sherman and Nickita specified they were answering yes to both questions based on the AHUSSC's findings.

Commissioner Nickita said the master plan should integrate the AHUSSC's findings.

C. Design Standards for Improving Unimproved Streets

Consulting City Engineer Surhigh presented the item.

Mayor Pro Tem Longe and Commissioners Host, Baller, Nickita said they were not in favor of only allowing concrete for improving roads.

Commissioner Host was in favor of allowing residents a choice of asphalt or concrete.

Commissioner Baller said he was not sure residents needed to be given the choice, but that the City should possibly have it. He said the City would need to determine what the standards are. He also said he would want the Commission to review the design standards.

CM Markus said the City would look into different types of asphalt, or a different base for roads, to try and expand possible road improvement options beyond concrete. He said that as the resistance to concrete is sometimes cost, the City could also look at installing concrete but assessing residents for the price of asphalt. He said the projects would also be bid out to keep costs lower. He clarified that these design standards would only be in regard to material, curb profile, and other facets of road design the City has not yet decided on. He stated the topic would not be revisiting road widths or similar standards the City now has in place.

Commissioner Nickita stated that the character of a street is affected by the choice of asphalt or concrete.

Mayor Pro Tem Longe said that residents should be informed by the City from the outset of a potential road improvement project how wide their street would become if the project is completed.

Commissioner Sherman noted the AHUSSC recommended that only concrete be used given the increased maintenance costs the City would likely bear over time if asphalt were installed.

D. Policy on Special Assessment Districts

City Attorney Kucharek presented the item. She asked the Commission to opine whether they wanted the City to initiate projects for improving unimproved streets, and whether they desired to review a new ordinance for Improvement of Unimproved Streets.

Commissioner Baller and Mayor Boutros answered yes to both of City Attorney Kucharek's questions.

Commissioner Hoff said it would be beneficial to revise the ordinance language. She said the ordinance should clarify a threshold for what qualifies as an 'expression of interest', how many streets nearby would get asked, and any other similar details.

CM Markus said it would likely be difficult for the Commission to move forward with any recommendation to improve a road if more than 50% of the residents on the street were not in favor.

Commissioner Baller said that if road improvements are a high priority for the City that the City should consider restricting spending in other areas for a time in order to prioritize spending on the road improvement project.

There was consensus that the ordinance should allow for a petition process for improving roads to exist, but should not require it.

Commissioner Host said he would like to see the roads improved within 10 years.

Commissioner Hoff said it was unlikely that the roads would be improved within 10 years. She noted there are many differences of opinion. She said this process was, however, a step in the right direction.

IV. Public Comment

Robin Boyle said he wanted the City to pay attention to the unimproved roads that are more heavily trafficked in terms of how they are funded and prioritized.

Matthew Carmona said he was glad that the option for asphalt might be preserved. He said he was concerned about tree removals resulting from improving roads. He also said he was glad that the Commission was interested in resident opinions regarding road improvements.

Jonathan Hofley said he was surprised to learn that unimproved roads are assessed at the same rate as improved roads. He said he would write a letter to the Commission about it. He said he could not imagine unimproved roads continuing to be assessed at the same rate as improved roads for however long it would take to complete the entire road improvement project.

David Lurie stated that when Lakeview was improved 94% of the residents on the street wanted asphalt for aesthetic reasons and not cost reasons.

Andrew Haig agreed with previous comments that the quality of the road improvement, and not the material itself, determines the life of the road. He said he also wanted to hear more about Commissioner Nickita's stated that the character of the road is impacted by the choice of asphalt or concrete.

Dominic Police said the discussion was getting waylaid by too much focus on details, like concrete versus asphalt, before a general strategic vision was decided on. He echoed Mr. Hofley's and Commissioner Host's comments about equal assessments of improved and unimproved roads being inequitable. He said the Commission must determine a clear strategic vision, determine its goals, and then iron out the details of road improvements.

V. Adjourn

Mayor Boutros adjourned the meeting at 7:29 p.m.

DRAFT

Birmingham City Commission Minutes

April 12, 2021

7:30 P.M.

Virtual Meeting

Meeting ID: 655 079 760

Vimeo Link: <https://vimeo.com/event/3470/videos/527622821/>

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: Hilton Head, SC) (left at 10:33 p.m.)
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.

- Proclamation Condemning Any and All Violence or Discrimination Against a Person Based on Race, Color, Natural Origin, Religion, Gender, Age or Disability.
- Proclamation Recognizing April 24 as Armenian Genocide Remembrance Day.

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.

04-100-21 Consent Agenda

The following items were pulled from the Consent Agenda:

Mayor Pro Tem Longe: Item A – City Commission Meeting Minutes of March 22, 2021

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To approve Consent Agenda with the exclusion of Item A.

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

Nays, None

- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 24, 2021, in the amount of \$530,224.21
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 31, 2021, in the amount of \$341,598.97
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 7, 2021, in the amount of \$845,806.53
- E. Resolution to approve a request from the Huntington Disease Society of America-MI Chapter to hold Yoga in the Park in Shain Park 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.
- F. Resolution to award the project for Birmingham Museum Phase I Heritage Zone Landscape Improvement Project to Worry Free Outdoor Services, Inc. in the amount of \$33,400.00, to be charged to the Allen House Other Contractual Services account, #101-804.002-811.0000 and further; to approve the appropriation and budget amendment to the fiscal year 2020-2021 General Fund and Capital Projects Fund budgets as follows:

General Fund

Revenues:

101-000.000-400.0000 Draw from Fund Balance	\$(15,000)
	101-000.000-699.0401
Transfer in Capital Projects Fund	\$ 15,000
Total Revenue	<u>\$ -0-</u>

Capital Projects Fund

Revenues:

401-000.000-400.0000	Draw from Fund Balance	\$15,000
----------------------	------------------------	----------

Expenditures:

401-804.001-999.0101 transfer to General Fund \$15,000

- G. Resolution to approve the purchase of the Larvicide material from Clarke Mosquito Control in the amount not to exceed \$9,987.78. Further, to waive the normal bidding requirements based on the government regulated pricing for this type of material. Funds for this purchase will come from the Sewer Fund-Operating Supplies Account #590-536.002-729.0000.
- H. Resolution to approve the purchase of one (1) 2021 Ford F-150 Responder Crew Cab 4x4 from Gorno Ford through the State of Michigan MIDEAL extendable purchasing contract #071B7700181 in the amount not to exceed \$39,692.00. Funds for this purchase are available in the Auto Equipment Fund account #641-441.006.971.0100.
- I. Resolution to confirm the City Manager’s credit card purchase authorization for the Blazer Brass .40 S&W training ammunition expenditure in the amount of \$4,544.57 from BULKAMMO.COM; further to charge this emergency expenditure to account number 101-301.000-734.0000.
- J. Resolution to set a public hearing date for May 10, 2021 to consider a Final Site Plan and Special Land Use Permit Amendment for 211 S. Old Woodward to allow the change in ownership of the Class C liquor license in use at Birmingham 8 Theater from Birmingham Theatro, LLC to CH Birmingham, LLC.
- K. To award the Grant Street Paving Project #1-21(P), to DiPonio Contracting, Inc. contingent upon execution of the agreement and meeting all insurance and bonding requirements. In the amount of \$1,139,199.00, to be charged to the following accounts:

		Bid Amount	
Sewer Fund, Pub. Imp.	590-536.001-981.0100	\$	405,675.00
Water Fund, Lead			
Water Service Repl.	591-537.005-811.0000	\$	3,000.00
Water Fund, Pub. Imp.	591-537.004-981.0100	\$	240,931.00
Major Streets Fund	202-449.001-981.0100	\$	489,593.00
TOTAL		\$	1,139,199.00

To approve the appropriation and amendment to the fiscal year 2020-2021 Sewer Fund budget as follows:

Sewer Fund

Revenues:		
590-000.000-400.0000	Draw from Net Position	<u>\$245,675</u>
Total Revenue		<u>\$245,675</u>
Expenses:		
590-536.001-981.0100	Public Improvement	<u>\$245,675</u>
Total Expenses		<u>\$245,675</u>

To approve the appropriation and amendment to the fiscal year 2020-2021 Water Fund budget as follows:

Water Fund

Revenues:

591-000.000-400.0000	Draw from Net Position	<u>\$30,931</u>
Total Revenue		<u>\$30,931</u>

Expenses:		
591-537.004-981.0100	Public Improvement	<u>\$30,931</u>
Total Expenses		<u>\$30,931</u>

To approve the appropriation and amendment to the fiscal year 2020-2021 Major Street Fund budget as follows:

Major Streets Fund

Revenues:		
202-000.000-400.0000	Draw from Fund Balance	<u>\$60,768</u>
Total Revenue		<u>\$60,768</u>

Expenses:		
202-449.001-981.0100	Public Improvement	<u>\$60,768</u>
Total Expenses		<u>\$60,768</u>

Also, to authorize the Mayor to sign the contract on behalf of the City.

- L. Resolution to adopt a resolution for the City Commission to meet on Monday, May 10, 2021, at 7:30 P.M., for the purpose of conducting a Public Hearing of Necessity for the replacement of sewer and water services within the Grant Street Paving project area.

Be it further RESOLVED, that the City Commission meet on Monday, May 24, 2021 at 7:30 P.M. for the purpose of conducting a Public Hearing on Confirmation of the Roll for the replacement of sewer and water services in the Grant Street Paving project area.

04-101-21 (Item A) City Commission Meeting Minutes of March 22, 2021

Mayor Pro Tem Longe made corrections to the Appointments section of the minutes. She noted that a fourth applicant was interviewed for the Planning Board but not ultimately appointed, and that the minutes should reflect that. She also noted that Mr. Jeffares, incumbent for a Planning Board appointment, was absent from the meeting.

Commissioner Host asked that his comments regarding the Ice Arena accounting method be clarified. He said he recommended a twice-a-year review.

Clerk Bingham said her staff would review the audio from the meeting and revise the minutes accordingly.

MOTION: Motion by Mayor Pro Tem Longe, seconded by Commissioner Host:
To approve the City Commission Meeting Minutes of March 22, 2021 as amended.

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

Commissioner Baller
Commissioner Hoff
Commissioner Sherman

Nays, None

VI. UNFINISHED BUSINESS

04-102-21 Parking at 670 S. Old Woodward

CP Dupuis presented the item.

Frank Jarbo, owner, and Dennis Cowan, attorney for the applicant, were present on behalf of the item.

A number of Commissioners commented that they appreciated the applicant's efforts to create a shared parking agreement to reduce pressure on on-street parking.

In reply to Commission inquiries, Mr. Jarbo stated:

- All suites would be limited to one stylist and one client at a time. In rare cases a second client would be waiting, but the stylist would not be working with two clients simultaneously.
- Stylists are allowed to sublease their suites, but two stylists are prohibited from using the suite at the same time. The stylists would use the suite at different times.
- He would require stylists to use the shared parking with the 555 Building or to park in the parking structure via their lease of the suite. He would consider termination of a stylist's lease if there were repeated violations.
- Birmingham real estate is in such high demand he did not have time to determine the parking requirements before purchasing the property because he was competing against other committed bidders.
- Occupancy of 30-60% at peak times is industry standard for these types of salons outside of the pandemic. Vibe Salons have found their peak occupancy to be around 30%, and that has been consistent both during and prior to the pandemic as well.

Commissioner Hoff expressed concern that there are a lot of uses near 670 S. Old Woodward that may not be heavily using parking now, but will likely be doing so once the impact of the Covid-19 pandemic has lifted. She said that allowing 670 S. Old Woodward to be short on parking when there are other high-demand parking uses would increase the parking strain on an already strained area.

Mr. Cowan noted that for every restaurant or retail store that begins using parking again post-Covid-19, there will be just as many offices in the area that will no longer require parking spaces for daily parkers, thus mitigating the increase in demand. He also noted that salons are drivers of business to other establishments, and that allowing this salon would only help the restaurants and shops in the area.

Commissioner Hoff noted that 555 S. Old Woodward reserved the right to cancel the proposed shared parking agreement with 90 days written notice which could also create an additional strain on parking in the area.

Seeing no public comment, Mayor Boutros welcomed a motion.

Commissioner Baller moved the recommended motion, which failed for lack of a second.

Public Comment

David Bloom said this project, combined with the proposed RH project, would put intense pressure on parking in this area of the City. He said that if this project were approved it would limit the parking available to RH, and that if this project were not approved it would not be fair to make allowances for RH in terms of parking. He asked that parking in this area of the City be reviewed.

Commissioner Host said parking ordinances needed to be addressed.

Commissioner Hoff said the Commission could only review this project based on its own merits. She said she wanted the business to be successful but was reluctant to allot the eight spaces to the business' parking count, especially given the Commission's general trend of not approving similar requests.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To deny the use of 8 parking spaces in the right-of-way adjacent to the property located at 670 S. Old Woodward.

Commissioner Sherman echoed Commissioner Hoff's comments. He said he might have voted differently if the City had the capacity to require the tenants' usage of the shared and offsite parking in order to decrease the pressure on the on-street parking via a SLUP, but noted the City does not currently have that option.

Commissioner Nickita said he was not concerned about the pressure on parking in the area. He said the restrictions on neighborhood parking prevent commercial parking from spilling over into the residential areas and if that was not the case the Commission could always increase the restrictions. He stated that his main concern was precedent. Salons are a parking-heavy use, and he was reluctant to allow the on-street parking to count towards 670 S. Old Woodward's parking requirements.

Public Comment

Mr. Bloom disputed the fact that the City's neighborhood parking requirements in this area sufficiently prevent commercial parking from encroaching into the residential neighborhoods. He also stated he expected Commissioner Nickita to maintain the same stringency regarding allowing on-street parking spaces to be counted towards parking requirements when reviewing the upcoming RH project.

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

Nays, Commissioner Baller

04-103-21 Public Hearing continued – Status Update - Lavery

PD Ecker provided an update.

Jason Canvasser, attorney for the project, and Fred Lavery, owner, were present on behalf of the item.

Mr. Canvasser clarified that the estimated 12 variances would be fewer once the schematic drawings are complete. He said he anticipated that at least six of the variances would no longer be needed, and that others could be minimized if they could not be eliminated. He said that some of the variance requests would be out of Mr. Lavery's hands since they are requirements enforced by Porsche.

CM Markus reiterated his comments from the previous discussion of this item that this proposal would undergo the normal review process in front of both the Planning Board and the Board of Zoning Appeals. He said that Mr. Lavery's Porsche dealership is a viable business that benefits the City.

Commissioner Baller said the Commission should be clear on what the possible outcomes are of losing Mr. Lavery's Porsche dealership.

Commissioner Nickita said the proposal still seemed to be detrimental to the goals of the Triangle Plan and detrimental to the general area. He expressed concern that if this development is allowed it would negatively influence other development in the area. He said he would need to see more information showing how this updated proposal would be less detrimental to the Triangle District than the original proposal.

CM Markus noted that the Triangle Plan specifically allows for interim uses. He said that since the City has not yet provided parking in the Triangle District per the Triangle Plan, which would encourage the kind of development the City wants, it makes sense to allow this proposal to move forward in the interim. He noted that Porsche is a desirable business and that the City may have difficulty getting another similarly-desirable business to replace it.

Mr. Canvasser cautioned that if his Porsche dealership has to leave Birmingham, his Audi dealership would have to leave the City as well.

Commissioner Baller asked Mr. Lavery why he could not build something more in line with the Triangle Plan.

Commissioner Baller's question to Mr. Lavery was not answered. Mr. Lavery reiterated Mr. Canvasser's statement about some of the variance requests being mitigated and his statement that if the Porsche dealership were to leave the Audi dealership would have to leave as well.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Host:
To continue the public hearing for 34350 Woodward and 907 – 911 Haynes Street to the Commission's April 26, 2021 meeting.

Commissioner Nickita asked Staff to return with a list of projects that have been developed or are in development in the Triangle District that align with the Triangle Plan. He said the idea that the Triangle District is stagnant because of a lack of parking may not be accurate.

Public Comment

Mr. Bloom suggested that RH and Mr. Lavery consider swapping parcels, saying that each business would be more appropriate in the other's location.

Andrew Haig asked if the former Land Rover dealership could be used in some way to help address some of these issues Mr. Lavery is facing with the Porsche dealership. He said he was against putting a development in the Triangle District that is so antithetical to the Triangle Plan.

Jen Zachary said the City should support the Laverys as long-term Birmingham business owners, especially in light of the difficulties caused to all businesses by the Covid-19 pandemic.

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

Nays, None

VII. NEW BUSINESS

04-104-21 Water Main Replacement - BBAC Parking Lot

The Commission moved the item to a vote without a presentation. Consulting City Engineer Surhigh was available to answer questions. No questions were posed by the Commissioners.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Sherman:
To confirm the City Manager’s authorization for the emergency expenditure related to the replacement of the water main across the BBAC parking lot by Bidigare Contractors, for a cost not to exceed for \$54,500.00 to be charged to the Public Improvements account #591-537.004- 981.0100, pursuant to Sec. 2-286 of the City Code.

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

Nays, None

04-105-21 Hunter House HVAC Unit Replacement

The Commission moved the item to a vote without a presentation. No questions were posed by the Commissioners.

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe:
To waive the competitive bidding requirement and to authorize an expenditure in the amount of \$6,982 to Kropf Mechanical, Inc., for replacement of the Hunter House HVAC unit; \$1,000 to be charged to the Hunter House Equipment Maintenance account, #101-804.001-933.0200; and to approve the budget amendment to reduce Allen House Other Contractual Services account, #101-804.002-811.0000 by \$5,982 and increase Hunter House Equipment Maintenance account #101-804.001-933.0200 by \$5,982.

General Fund

Expenditures:

101-804.001-933.0200	\$1,000
101-804.001-933.0200	5,982
101-804.002-811.0000	<u>(5,982)</u>
Total Expenditures	\$6,982

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

Nays, None

04-106-21 Ice Arena General Contractors

DPS Director Wood introduced the item.

Robert Stempien from Plante Moran Cresa presented the item.

There was discussion regarding the increase in the cost estimate. Both DPS Director Wood and Mr. Stempien noted the \$5.1 million estimate was produced in 2018, and that costs for all aspects of the project have increased since then.

DPS Director Wood said she expected that only about \$200,000 would be spent on owner contingency which means the deviation between the \$5.1 million estimate and the current proposal would be closer to \$500,000.

Mr. Stempien stated that the various upgrades required are intertwined, which was why the proposal did not separate the mechanical upgrades from the other requested upgrades.

Commissioner Sherman noted that the current proposal was over-budget by about 15%, even though the underslab piping for the studio rink was removed. He stated that upgrading the studio rink would cost another \$400,000. He opined that while voters approved the Parks bond in November 2020, they did not approve the substantial cost increases being described. He expressed concern that the costs would increase even further as the project advances.

There was some discussion as to whether delaying the project to Fall 2021 would decrease the costs a bit since construction costs were spiking at the present time.

Mr. Stempien said there was no way to know for sure that construction costs would come down. In addition, he cautioned that waiting and having to re-bid might erase any savings the City would gain by delaying the project.

Commissioner Sherman lost connection at 9:46 p.m. He rejoined the meeting at 9:49 p.m.

Commissioner Host said that costs were unlikely to decrease in the future.

Mayor Boutros said that it would be better to undertake these repairs while Covid-19 was limiting visitors to the Ice Arena. He cautioned against waiting until Fall 2021.

MOTION: Motion by Commissioner Host, seconded by Mayor Pro Tem Longe:
To award the Birmingham Ice Arena Renovation and Addition project to General Contractor C.E. Gleeson Constructors, Inc. in the amount of \$4,891,200.00. Also, to approve the Owner Contingency amount of \$391,296.00 and the related soft costs for \$515,110.00. Funds are available in the Capital Projects Fund account #401-901.001- 977.0000 and the Parks System Construction Fund account #408-752.000-977.0000 for this project. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of the required insurances.

Public Comment

Ann Lipp, Steve Carroll, Gary Piotrowicz, Matthew Gadlage, Robert Runco, Jen Zachary, Susan Collins, Andrew Harris, and Brandon Reinke spoke in support of the motion. Ms. Lipp expressed disappointment that closing the studio rink during the summer would cause the City to miss out on revenue opportunities. Mr. Runco noted that well over 50% of the Birmingham Hockey Association players are Birmingham residents.

Mr. Haig recommended that the upgrades be ranked in terms of priority and the scope of the project be reviewed accordingly.

Mr. Hofley asked how the overage would impact other Parks spending.

DPS Director Wood said the final cost increases for this would be known in August or September 2021. She also noted that all the other cost estimates for the Parks projects were estimates as well.

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

Nays, Commissioner Sherman

Commissioner Hoff asked DPS Director Wood to explore the possibility of asking groups that use the Ice Arena regularly to fundraise for the repairs to the underslab piping in the studio rink.

04-107-21 Motion to Extend Meeting

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To extend the meeting by 30 minutes.

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

Mayor Boutros

Nays, None

04-108-21 GCAB Grave Release

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Baller:
To defer consideration of the release of 38 graves in section B, rows 17-C, 16-C, 15-C, and 14-A to be available for purchase in Greenwood Cemetery to the April 26, 2021 Commission meeting.

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

Nays, None

04-109-21 Lot Splits and Combinations for 294 E. Brown, 300 S. Old Woodward, and 394 S. Old Woodward

The Commission moved the item to a vote without a presentation. No questions were posed by the Commissioners.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To set a public hearing date of May 10, 2021 to consider the proposed lot splits/rearrangements for 294 E. Brown (Parcel #1936204021), 300 S. Old Woodward (Parcel# 1936204006) and 394 S. Old Woodward (Parcel #1936204014) and the lot combination of the resulting parcels at 300 and 394 S. Old Woodward.

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

Nays, None

04-110-21 Potential City Park at Chesterfield Fire Station

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Nickita:
To defer consideration of directing the Parks and Recreation Board to study designating a portion of the Chesterfield Fire Station property as a City Park to a future Commission meeting selected by the City Manager.

ROLL CALL VOTE: Ayes, Commissioner Sherman
Commissioner Nickita

Mayor Boutros
Commissioner Hoff
Commissioner Baller
Mayor Pro Tem Longe
Commissioner Host

Nays, None

04-111-21 Bistro Applications

PD Ecker summarized the item.

After discussion, City Attorney Kucharek said she wanted to look at how best to handle to potential advancement of Maple & One and the French Lady to the Planning Board for review while other bistro applications from Fall 2020 are still in process with the City. She said she would return with more definitive advice at a future meeting.

04-112-21 Motion to Extend Meeting

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Baller:
To extend the meeting by 15 minutes.

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

Nays, Commissioner Hoff

The Commission ultimately decided to move Commonwealth Café forward because there was still a slot available for an existing establishment in operation more than five years in the City. They decided to wait on any action for Maple & One and the French Lady until City Attorney Kucharek returned with her opinion.

MOTION: Motion by Commissioner Host, seconded by Commissioner Sherman:
To direct Commonwealth Café bistro application(s) to the Planning Board for full site plan and design and Special Land Use Permit review.

It was clarified that Maple & One was actually looking to amend their SLUP, currently issued for Mad Hatter, per their attorney Kelly Allen. Mad Hatter owner Randy Dickow was also present and explained why his establishment was seeking to amend its SLUP.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Sherman:
To direct the City Manager to meet with Ms. Allen, City Attorney Kucharek, and PD Ecker in regards to the Mad Hatter amending their SLUP.

Commissioner Sherman recommended that Staff look at the previous denial of a SLUP amendment for Bistro Joe's which might inform the discussion regarding the Mad Hatter.

Patrick Howe, attorney for the Whistle Stop, reiterated PD Ecker's statement during her presentation that the Whistle Stop would be moving forward with its application. He also stated that the City does not publicize the 90-day requirement to get all bistro application documentation in anywhere. He stated that he contacted PD Ecker on November 2, 2020 specifically to clarify whether there was a deadline for getting the information in and was told there was not.

James Hayosh, owner of Commonwealth Café, spoke in support of the motion to move his bistro application to the Planning Board.

The following vote was on the motion made regarding Commonwealth Café. No vote was taken on the subsequent motion directing the City Manager to further look into Mad Hatter's SLUP amendment request.

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

Nays, None

MOTION: Motion by Commissioner Baller, seconded by Commissioner Sherman:
To consider bistro applications for Maple & One and the French Lady at a later date.

Commissioner Nickita said the installation of a platform to the north of the crosswalk should also be considered as a way to allow the Mad Hatter sufficient outdoor dining.

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

Nays, None

04-114-21 Motion to Defer Items and Adjourn

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Baller:
To defer consideration of the rest of the items on the evening's agenda to a future meeting and to adjourn the present meeting.

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

Nays, Commissioner Host

Commission Discussion on items from prior meetings.

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

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

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to appoint to the Board of Building Trade Appeals
 - 2. Notice of Intention to appoint to the Martha Baldwin Park Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
 - 1. Ethics Board opinion 2021-01 - Kucharek
 - 2. Ethics Board opinion 2021-03 – Holland v. Sherman
- D. Legislation
- E. City Staff
 - 1. Indexing of Fees
 - 2. Prior Communications with Restoration Hardware

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 10:45 p.m.

City of Birmingham
Warrant List Dated 04/14/2021

Meeting of 04/26/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
278795	*	000855	48TH DISTRICT COURT	250.00
278796		MISC	AAC SERV OF AMERICAN AIR CONTROL	60.00
278797	*	002670	MIKE ALBRECHT	363.76
278798		001000	ALLIED INC	409.52
278798	*	001000	ALLIED INC	4,552.36
278799		MISC	APEL BUILDING PRODUCTS INC	100.00
278801		000500	ARTECH PRINTING INC	153.00
278803		MISC	BARAN BUILDING CO INC	500.00
278804	*	003839	MATTHEW J. BARTALINO	81.62
278805		003012	BATTERIES PLUS BULBS	184.00
278806		MISC	BERRES, ALBERT JULIUS	138.75
278807		002231	BILLINGS LAWN EQUIPMENT INC.	36.52
278808		003526	BOUND TREE MEDICAL, LLC	1,444.36
278809		MISC	BUTCHER & BUTCHER CONSTRUCTION COMP	100.00
278810		MISC	C & L WARD BROS CO	100.00
278811		003907	CADILLAC ASPHALT, LLC	6,222.57
278812		009078	CANON SOLUTIONS AMERICA INC	170.52
278814		007732	CAPITAL TIRE, INC.	355.40
278815	*	000444	CDW GOVERNMENT INC	4,017.45
278816		MISC	CHRIS MORGAN & ASSOCIATES INC	200.00
278817	*	009122	CLAIRE CHUNG	112.50
278818		000605	CINTAS CORPORATION	143.84
278819		MISC	CIT INTERNATIONAL INC	900.00
278820	*	001086	JACK TODD- PETTY CASH	1,119.96
278821	*	009187	CLEARVIEW CAPTIONING LLC	580.00
278822		009167	COL'S FAMILY RESTAURANT	34.13
278823	*	008955	COMCAST	166.93
278824	*	007774	COMCAST BUSINESS	258.35
278825		008582	CORE & MAIN LP	1,169.92
278826		003923	CUMMINS BRIDGEWAY LLC	65.03
278827		MISC	DANFORTH INDUSTRIES, INC	200.00
278828		008395	DAVID BORNEMAN LLC	2,575.00
278830		008005	DE LAGE LANDEN FINANCIAL SVCS INC	173.75
278831		MISC	DEALER AUTO PARTS	118.85
278832		000177	DELWOOD SUPPLY	15.72
278832	*	000177	DELWOOD SUPPLY	20.92
278833		008559	DETROIT BATTERY COMPANY LLC	114.95
278834		MISC	DINH, TRANG	100.00
278835	*	000179	DTE ENERGY	165.28
278836	*	000179	DTE ENERGY	291.53
278837	*	000179	DTE ENERGY	14.95
278838	*	000179	DTE ENERGY	882.64

City of Birmingham
Warrant List Dated 04/14/2021

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Check Number	Early Release	Vendor #	Vendor	Amount
278839	*	000179	DTE ENERGY	44.60
278840	*	000179	DTE ENERGY	71.21
278841		004671	ELDER FORD	3,974.08
278842		MISC	ELIE'S HOME IMPROVEMENT LLC	200.00
278843	*	009100	ENZO WATER SERVICE	210.00
278844	*	MISC	ETON CLEANERS LLC	320.36
278845		001223	FAST SIGNS	37.84
278847		006654	FLEETPRIDE INC	449.33
278848		MISC	GBD RESIDENCES	975.00
278849		007335	GLOBAL TECHNOLOGY SYSTEMS, INC.	442.65
278850		005347	GMIS INTERNATIONAL	375.00
278851	*	001956	HOME DEPOT CREDIT SERVICES	37.96
278852		MISC	IGOR K CONSTRUCTION	200.00
278854	*	000984	INTERNATIONAL CONTROLS	195.00
278855		000344	J.T. EXPRESS, LTD.	4,842.62
278856	*	003823	JAY'S SEPTIC TANK SERVICE	156.00
278857		MISC	JOHN MCCARTER CONSTRUCTION LLC	200.00
278858	*	007423	K/E ELECTRIC SUPPLY	260.25
278859	*	009238	KATHERINE ROSE COLLINS	285.00
278860	*	000353	KNAPHEIDE TRUCK EQUIPMENT	226.27
278861		MISC	KROLL CONSTRUCTION CO	300.00
278862		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	189.95
278863		MISC	LUNA ART & DESIGN	100.00
278864		MISC	LYNCH CUSTOM HOMES	2,150.00
278865		MISC	MENDIRATTA, KABIR	100.00
278866		008793	MERGE MOBILE, INC.	73.00
278867	*	009143	MICHAEL SHUKWIT	200.00
278869		MISC	NORTHERN SIGN CO INC	200.00
278870	*	000477	OAKLAND COUNTY	453,570.83
278872		008669	OHM ADVISORS INC	9,623.75
278873		MISC	OSBURN SERVICES INC.	60.00
278874		MISC	OVERLAND CONTRACTING INC.	200.00
278875		MISC	PHOENIX HEATING AIR CONDITIONING	485.00
278876	*	008028	PK SAFETY SUPPLY	279.00
278877		005733	POWER LINE SUPPLY	55.66
278878		006625	PTS COMMUNICATIONS	78.00
278879		007797	QUADIENT LEASING USA, INC.	422.64
278880		MISC	RA LEE ELECTRIC INC	67.50
278881		008852	REDGUARD FIRE & SECURITY	300.00
278882		000218	ROYAL OAK P.D.Q. LLC	332.00
278883	*	002806	SAM'S CLUB/SYNCHRONY BANK	20.87
278884		007142	SHERWIN-WILLIAMS COMPANY	114.72
278885	*	004202	SHRED-IT USA	155.87

City of Birmingham
Warrant List Dated 04/14/2021

Meeting of 04/26/2021

Check Number	Early Release	Vendor #	Vendor	Amount
278886	*	009009	SIGNATURE CLEANING LLC	6,404.00
278887		009201	STEPHEN SHUKWIT	1,500.00
278888	*	009237	TESSA BANKS	756.00
278889		MISC	TOWER INTERIORS GROUP LLC	200.00
278890	*	000293	VAN DYKE GAS CO.	181.52
278891	*	000158	VERIZON WIRELESS	76.02
278892	*	000158	VERIZON WIRELESS	152.14
278893	*	004497	WATERFORD REGIONAL FIRE DEPT.	174.76
278894		MISC	WEINTRAUB, DAVID	360.00
278895	*	000301	PAUL WELLS	4.15
278896		MISC	WESTBORN ELECTRIC LLC	67.50
SUBTOTAL PAPER CHECK				\$521,122.13
<u>ACH TRANSACTION</u>				
3627	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	21,434.58
3628	*	002284	ABEL ELECTRONICS INC	2,289.99
3630	*	000517	BEIER HOWLETT P.C.	38,370.25
3631	*	007345	BEVERLY HILLS ACE	14.90
3632	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	115.50
3633	*	007575	HANNAH CHUNG	813.75
3634	*	001077	DUNCAN PARKING TECH INC	11,202.75
3635	*	006181	FIRST CHOICE COFFEE SERV	236.61
3636	*	000243	GRAINGER	418.22
3637	*	001672	HAYES PRECISION INC	51.00
3638		000261	J.H. HART URBAN FORESTRY	8,732.00
3639	*	003458	JOE'S AUTO PARTS, INC.	97.02
3640		006370	KLM SCAPE & SNOW LLC	34,970.00
3641		008853	NORTH AMERICAN RESCUE LLC	344.98
3642	*	006359	NYE UNIFORM COMPANY	348.50
3643	*	002767	OSCAR W. LARSON CO.	5,359.69
3644		006027	PENCHURA, LLC	34,963.00
3645	*	003785	SIGNS-N-DESIGNS INC	120.00
3646	*	001097	SOCWA	126,692.91
3647	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,773.41
3648		000926	WRIGHT TOOL COMPANY	288.67
SUBTOTAL ACH TRANSACTION				\$288,637.73

City of Birmingham
Warrant List Dated 04/14/2021

Meeting of 04/26/2021

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$809,759.86

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 04/21/2021

Meeting of 04/26/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
278897	*	006965	7UP DETROIT	234.70
278898	*	009224	ABRIAL HAUFF	3,551.49
278900	*	007266	AETNA BEHAVIORAL HEALTH LLC	460.46
278902	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	725.00
278903		000167	ANDERSON ECKSTEIN WESTRICK INC	845.00
278904		009253	ANDRUS ARCHITECTURE INC	7,288.19
278905	*	006759	AT&T	92.12
278906	*	006759	AT&T	355.63
278907	*	006759	AT&T	92.15
278908	*	006759	AT&T	188.23
278909	*	007216	AT&T	361.13
278910	*	004027	AUTOMATED BENEFIT SVCS INC	7,171.75
278911		005590	AXON ENTERPRISE, INC.	4,033.80
278913		000524	BIRMINGHAM LOCKSMITH	42.40
278914	*	009280	BRENT JACKSON	226.74
278915	*	006177	BULLSEYE TELECOM INC	130.23
278918		000605	CINTAS CORPORATION	25.37
278919	*	001086	JACK TODD- PETTY CASH	956.24
278921		009187	CLEARVIEW CAPTIONING LLC	906.25
278922		001318	CLOVERDALE EQUIPMENT CO	1,120.00
278923		004905	COCM	45.00
278924		004905	COCM	45.00
278925		004905	COCM	45.00
278926		004905	COCM	45.00
278927		004905	COCM	45.00
278928		004188	COFFEE BREAK SERVICE, INC.	46.10
278928	*	004188	COFFEE BREAK SERVICE, INC.	104.25
278929	*	004026	COFINITY	1,575.00
278930	*	008955	COMCAST	80.67
278931	*	000627	CONSUMERS ENERGY	5,312.27
278932		008582	CORE & MAIN LP	1,073.08
278934		002473	DELL MARKETING L.P.	169.00
278935	*	006907	DENTEMAX, LLC	161.10
278936	*	000179	DTE ENERGY	43.66
278937	*	000179	DTE ENERGY	43,252.27
278938	*	000180	DTE ENERGY	10,375.30
278939		007505	EAGLE LANDSCAPING & SUPPLY	165.00
278940	*	007538	EGANIX, INC.	720.00
278941		000196	EJ USA, INC.	5,474.41
278942		004671	ELDER FORD	121.61
278943		MISC	EXPERT HEATING & COOLING	212.00
278944		007415	EZ GOLF CART CO.	1,613.88

City of Birmingham
Warrant List Dated 04/21/2021

Meeting of 04/26/2021

Check Number	Early Release	Vendor #	Vendor	Amount
278945		000936	FEDEX	33.79
278945	*	000936	FEDEX	10.98
278946		007136	FERGUSON ENTERPRISES, INC.	108.36
278947		007613	FIRESERVICE MANAGEMENT	238.60
278948	*	007366	FIRST ADVANTAGE OCCUPATIONAL	89.84
278949	*	004604	GORDON FOOD	976.20
278950	*	008105	JASON GRANROTH	164.29
278951		009275	GREAT LAKES COCA-COLA DISTRIBUTION	282.56
278953	*	001956	HOME DEPOT CREDIT SERVICES	632.06
278954	*	003824	THOMAS I. HUGHES	659.50
278955		000342	IBS OF SE MICHIGAN	4.00
278958	*	009249	JOHN C COOK	100.00
278959		005291	KAESER & BLAIR INC	317.22
278960	*	000353	KNAPHEIDE TRUCK EQUIPMENT	2,020.87
278961	*	000362	KROGER COMPANY	129.72
278963		001669	MACP	1,550.00
278964		000888	MCKENNA ASSOCIATES INC	28,299.25
278965	*	003001	MICHIGAN ASSOCIATION OF MAYORS	85.00
278966		007765	MICHIGAN INDEPENDENT DOOR CO.	2,900.00
278969		007163	MOBILE HEALTH RESOURCES	1,883.65
278970		001452	MONTGOMERY & SONS INC	300.00
278971	*	005634	GINA MOODY	1,000.00
278972	*	MISC	MR. TONY PIPIA	1,315.40
278974		001194	NELSON BROTHERS SEWER	130.00
278975	*	009096	RYAN NEUVILLE	391.00
278976	*	000477	OAKLAND COUNTY	50.00
278977	*	001450	OAKLAND COUNTY PKS & REC COMM.	760.00
278978	*	004370	OCCUPATIONAL HEALTH CENTERS	689.00
278979	*	000481	OFFICE DEPOT INC	2,051.08
278980	*	001753	PEPSI COLA	351.84
278981		002852	QMI GROUP INC	582.52
278982		001197	RAVEN GOLF BALL CO	300.00
278983		002566	REYNOLDS WATER	140.00
278984	*	009144	RICHARD TRUDO	1,200.00
278985		006590	SECURE DOOR, LLC	143.00
278986	*	008073	SITEONE LANDSCAPE SUPPLY, INC	2,016.85
278987		007907	SP+ CORPORATION	78,483.34
278988		008713	STEFAN SYTS	62.68
278989		009201	STEPHEN SHUKWIT	500.00
278991		007226	VALLEY CITY LINEN	114.90
278992	*	000293	VAN DYKE GAS CO.	90.76
278993	*	009177	VANDYKE HORN PUBLIC RELATIONS LLC	4,300.01
278994	*	000158	VERIZON WIRELESS	495.66

City of Birmingham
Warrant List Dated 04/21/2021

Meeting of 04/26/2021

Check Number	Early Release	Vendor #	Vendor	Amount
278995	*	000158	VERIZON WIRELESS	308.16
278996	*	000158	VERIZON WIRELESS	49.31
278997	*	005794	WINDSTREAM	921.76
278998	*	008391	XEROX CORPORATION	617.35
278999		009185	ZOOM VIDEO COMMUNICATIONS INC	11.29
SUBTOTAL PAPER CHECK				\$237,393.28
<u>ACH TRANSACTION</u>				
3649	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	30,723.38
3650		002284	ABEL ELECTRONICS INC	214.00
3650	*	002284	ABEL ELECTRONICS INC	368.97
3652	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	30.72
3653	*	008044	CLUB PROPHET	1,110.00
3654	*	004232	DEARBORN LITHOGRAPH INC	3,488.00
3655	*	000207	EZELL SUPPLY CORPORATION	1,180.27
3656		001230	FIRE SYSTEMS OF MICHIGAN LLC	388.53
3657	*	000243	GRAINGER	8.32
3658	*	009239	GRANITE INLINER LLC	90,688.50
3659		000331	HUBBELL ROTH & CLARK INC	8,100.00
3660	*	000261	J.H. HART URBAN FORESTRY	1,498.50
3661	*	003458	JOE'S AUTO PARTS, INC.	819.57
3663	*	000891	KELLER THOMA	115.50
3664	*	005876	KROPF MECHANICAL SERVICE COMPANY	895.50
3665	*	005550	LEE & ASSOCIATES CO., INC.	471.90
3667	*	009124	ALEXANDRA MERCURIO	146.25
3668	*	007856	NEXT	30,095.00
3669	*	006359	NYE UNIFORM COMPANY	613.99
3670	*	002767	OSCAR W. LARSON CO.	328.71
3671	*	000897	PRINTING SYSTEMS INC	678.45
3672	*	001062	QUALITY COACH COLLISION	3,649.24
3673	*	003554	RKA PETROLEUM	11,371.19
3674	*	001181	ROSE PEST SOLUTIONS	71.00
3675		000254	SOCRRA	68,287.00
3675	*	000254	SOCRRA	150.00
3676		000273	TERMINAL SUPPLY CO.	530.13
SUBTOTAL ACH TRANSACTION				\$256,022.62

City of Birmingham
Warrant List Dated 04/21/2021

Meeting of 04/26/2021

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$493,415.90

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Clerk's Office

DATE: April 21, 2021
TO: Tom Markus, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: 2021 "I Gave My Sole for Parkinson's" Walk – June 26, 2021

INTRODUCTION:

The Michigan Parkinson Foundation has submitted a Special Event application to hold the 2021 "I Gave My Sole for Parkinson's" Walk at Seaholm High School and on surrounding neighborhood streets on Saturday, June 26th, 2021. Set-up for the event is scheduled for Saturday, June 26th from 7 am to 9 am. The event begins at 9 am and ends at 1 pm, with tear-down scheduled to end at 2 pm.

BACKGROUND:

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

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

Farmers Market	Sundays	Lot 6
Yoga in the Park	Saturday, June 27	Shain Park

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

The City Commission is being asked to approve the 2021 Michigan Parkinson Foundation's special event to be held June 26th, 2021 from 9 am to 1 pm, with set-up to begin June 26th between 7 am and 9 am. Tear-down will begin at the conclusion of the event on June 26th and is scheduled to end at 2 pm.

ATTACHMENTS:

1. Special Event application
2. COVID-19 Plan
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 15, 2020. Notification addresses are on file in the Clerk's Office
3. Hold Harmless Agreements signed by the Michigan Parkinson Foundation (updated Certificate of Insurance due on or before June 11, 2021)
4. Department Approval page with comments and estimated costs

SUGGESTED RESOLUTION:

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.

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

Clerk's Office
City of Birmingham, MI

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

MAR - 9 2021

(Please print clearly or type)

Date of Application March 5, 2021 _____ **RECEIVED**

Name of Event Michigan Parkinson Foundation's "I Gave My Sole for Parkinson's" Walk

Detailed Description of Event (attach additional sheet if necessary) _____

Family fundraising event to support Michigan Parkinson Foundation and the programs and services we provide for those affected by Parkinson's disease. Event offers

a 1 Mile or 3 Mile walk through neighborhoods north of Seaholm HS, a health fair, Parkinson exercise demonstrations, donated food & beverages.

Event managed by Michigan Parkinson Foundation and assigned volunteers.

Location Seaholm High School - Football Field

Date(s) of Event Saturday, June 26, 2021 Hours of Event 9:00 am - 1:00 pm

Date(s) of Set-up Saturday, June 26, 2021 Hours of Set-up 7:00 am - 9:00 am

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

Date(s) of Tear-down Saturday, June 26, 2021 Hours of Tear-down 1:00 pm - 2:00 pm

Organization Sponsoring Event Michigan Parkinson Foundation (MPF)

Organization Address 30400 Telegraph Rd., Suite 150, Bingham Farms, MI 48025

Organization Phone 248-433-1011

Contact Diane Kraft, Walk Manager, Office Phone 248-433-1160 Person _____

Contact Diane Kraft, Walk Manger Cell 248-931-4628 Phone _____

Contact Email programs@parkinsonsmi.org

II. EVENT INFORMATION

1. Organization Type Non-profit
(city, non-profit, community group, etc.)

2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) _____
Please refer to listing of 2020 Sponsors. We expect many of the same Sponsors to return in 2021.
Sponsors were contacted January / February 2021 with information and Sponsorship Opportunities for the 2021 Walk Event.

3. Is the event a fundraiser? YES NO
List Beneficiary is Michigan Parkinson Foundation beneficiary ____
List expected Expected Income \$275,000 income ____
Attach information about the beneficiary. (see attached)

4. First time event in Birmingham? YES NO
If no, describe 2021 will be MPF's 4th walk event at Seaholm HS.

5. Total number of people expected to attend per day 250 (or number allowed by State of MI guidelines)

6. The event will be held on the following City property: (Please list)
 Street(s) _____
 Sidewalk(s) (see attached map) _____
 Park(s) _____

7. Will street closures be required? YES NO
(Police Department acknowledgement prior to submission of application is required) (initial here)

8. What parking arrangements will be necessary to accommodate attendance? Seaholm HS parking lots will be utilized.

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

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

Describe MPF Staff (5), Committee Members (6), and volunteers (50) Staff from Birmingham School Facility Dept will be on-site day of event. Each area will have a LEAD that will instruct other volunteers. All LEADS will be provided with cell #'s for all MPF Staff.

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

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

Describe MPF will request safety personnel on the walk route to ensure participants safety while crossing two different locations on Maple Road (see attached map - route is same as 2019) - Two officers at Maple crossing locations.

11. Will alcoholic beverages be served? YES NO

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

12. Will music be provided? YES NO

Live Amplification Loudspeakers

Recorded Time music will begin 9:30 am

Time music will end 12:00 noon

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

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

Number of signs/banners 150+ Hero Signs along walk route, 20 directional signs, 1 Sponsor sign

Size of signs/banners 18" x 24" Hero and directional signs, 36" x 48" Sponsor sign

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

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

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

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

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

III. I. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables	N/A	6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	Type text here N/A	\$6.00 each includes 1 bag. For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	N/A	\$350.00/per dumpster per day.	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	_ 0 # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	N/A	\$224.75/per hydrant. Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 sq ft)	25	10' x 10'
Portable Toilets	N/A	
Rides	N/A	
Displays	N/A	
Vendors	N/A	
Temporary Structure (must attach a photo)	N/A	
Other (describe)	N/A	

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Michigan Parkinson Foundation "I Gave My Sole for Parkinson's" Walk

EVENT DATE Saturday, June 26, 2021

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

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

 3/5/2021
Signature Date

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

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

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

City of Birmingham
Application for Special Event Permit - 2021
Additional Information
March 1, 2021

II. EVENT INFORMATION

Question 2 - Additional Sponsors

Confirmed / Potential 2021 Event Sponsors (Sponsorship Levels TBD):

Thomas and Carol Cracchiolo Foundation
100 Maple Park Blvd Ste 130
St. Clair Shores, MI 48081
Lisa C. Peracchio

Kyowa Kirin
531 Cedar Ridge Dr.
Williamston, MI 48895
Linnette Porter

KBC Tools & Machinery
6300 Eighteen Mile Road
Sterling Heights, MI 48314
Jenny Clemons, Administration Manager

Amneal Pharmaceuticals, LLC
28537 Swan Island Dr.
Grosse Ile, MI 48138
Carolyn Krueger

Quest Research Institute
28595 Orchard Lake Rd., Suite 301
Farmington Hills, MI 48334
Dolly Niles

Henry Ford Health System
Department of Neurology
6777 W. Maple
West Bloomfield, MI 48322
Nicole Toth, Julia Wall

Acadia Pharmaceutical
12925 Springbrooke Trail
South Lyon, MI 48178
Stephan Meekhof

Home Instead Senior Care
800 N. Crooks
Clawson, MI 48017
Bert Copple

Adamas Pharmaceuticals, Inc.
37824 N. Laurel Park Dr.
Livonia, MI 48152
Ken Juroff

Gazelle Sports
99 W. Maple
Birmingham, MI 48009
Kelly McLeod, Store Manager

US World Meds, LLC
118 Hubb Cross Rd.
Bloomfield Hills, MI 48301
Stephanie Belf

New Balance
37606 Twelve Mile Rd.
Farmington Hills, MI 48331
Dave Peterson

Medtronic
2262 Hampton St.
White Lake, MI 48386
Phil Dannewitz

Question 3 - Additional Information about Michigan Parkinson Foundation:

The Michigan Parkinson Foundation (MPF) has been the leading source in Michigan for the past 38 years which provides life-affirming programs and services to help people with Parkinson's disease and their families realize they are not alone in the Parkinson's journey.

Our Mission:

- To educate and provide support to people with Parkinson's and related disorders, their loved ones and care partners, and the physicians and other allied health professionals who diagnose and treat those affected by the illness.
- To support research into the mechanisms underlying the disease and therapeutic strategies aimed at reducing the burden of illness.
- To engage and enlist the support of institutions and individuals whose activities impact the needs of people with Parkinson's and related disorders.

Our Vision:

MPF will be the premier education and support organization in Michigan for people with PD, their care partners, and the physicians and allied health professionals that diagnose and treat PD patients.

Every person with Parkinson's and related disorders shall receive responsive compassionate quality care and support.

Our Goal:

The revenues from our walk events are **essential** to assure we meet our Goal: No person with Parkinson's should be without responsive, quality care and support.

Our Services and Programs:

Direct Patient Services

- Information and neurologist referral.
- Financial assistance for Respite Care Services, both in-home and at an adult day care facility.
- Financial assistance for Parkinson medications.
- Parkinson Exercise Programs (i.e. Yoga for PD) offered Monday through Saturday at 10:00 am via Zoom.
- Virtual Support Group offered via Zoom most Tuesday evenings at 7:00 pm.
- Legal assistance with obtaining medical disability, estate and trust planning, long term medical guardianship, etc.
- MPF Website
- MPF YouTube Channel which has videos of past educational programs and symposiums.
- Social media presence on Facebook
- Research Grants

Education Programs

- Caregiver Education Program: A training module for staff at Assisted Living communities, extended care facilities and home health care workers. The program consists of (7) five-minute videos that provide information on how to care for a person with Parkinson's disease.
- Orientation to Parkinson's: a two-hour program for those newly diagnosed.
- Living with Parkinson's: A series of workshops addressing the care, treatment, and management of Parkinson's disease. Workshops planned in 2021 are via Zoom and available to all who register.
- Parkinson Symposiums (schedules throughout all of Michigan in 2021)

Education Programs (continued)

- PD Self Efficacy: A program for newly diagnosed (less than three years) that provides an in-depth understanding of Parkinson's disease and self-efficacy tools to manage it with confidence.
- Support Group Facilitator Training
- Support Groups: Currently, there are 76 Support Groups throughout Michigan.

Event Organizer: Michigan Parkinson Foundation
30400 Telegraph Rd., Suite 150
Bingham Farms, MI 48025
248-433-1011



Michigan Parkinson Foundation
30400 Telegraph Road - Suite #150 - Bingham Farms MI 48025
(248) 433-1011 or (800) 852-9781 - Fax: (248) 433-1150 - www.parkinsonsmi.org

Michigan Parkinson Foundation (MPF) is a non-profit 501(c) (3) organization in Michigan whose mission is to educate and provide support to people with Parkinson's and related disorders, their loved ones and care partners, and the physicians and other allied health professionals who diagnose and treat those affected by the illness. We serve the entire state of Michigan.

PROGRAMS & SERVICES OFFERED BY THE MICHIGAN PARKINSON FOUNDATION

Information and Referral: For patients and families alike, a diagnosis of Parkinson's often results in fear, misinformation and lots of questions. MPF is there with needed help. We provide a toll-free help line (800-852-9781), a website, a newsletter, educational brochures, a library of books and videos, and referrals to neurologists and other community resources.

Website: www.parkinsonsmi.org We maintain a website that provides valuable information and resources to help the person with Parkinson's navigate the daily challenges of living with Parkinson's. The website hosts a neurology referral list, information on Parkinson's, schedule of PD exercise and education classes, medication guidelines and the support group listings with times, dates and locations for meetings.

MPF YouTube Channel: Educational programs, symposiums and forums on Parkinson's are videotaped and posted to our own YouTube channel. Visit www.parkinsonsmi.org.

Subsidized Respite Care Services: Families often become round-the-clock caregivers for those with Parkinson's. MPF helps by providing financial assistance for in home respite care, short term overnight care at a facility or daytime Adult Day Care service. We provide up to \$1,575 in financial assistance for respite care per family per year.

Parkinson Exercise Classes offered daily Monday through Saturday at 10:00 am via Zoom. Classes are free of charge and the instructors are physical therapists who specialize in neurological disorders and certified Adaptive Yoga instructors. To join the class, click on this link at 10:00 am each morning.

<https://parkinsonsmi-org.zoom.us/>

Meeting ID: **813 7303 6837**

Password: **MPF2020** (letters are capitalized)

Medication Assistance: Medications taken by people with Parkinson's cost between \$1,000 and \$20,000 out of pocket each year! For many who cannot afford this expense, it is a choice of food or treatment. In response, MPF helps pay for prescription medications for qualifying individuals with Parkinson's disease. **We provide up to \$600 per year per person.**

Virtual Support Group offered via Zoom on Tuesday evenings at 7:00pm. This group is for those who are not able to attend a support group in person but want to connect with others who are dealing with the challenges of living with PD. For a schedule of meetings and access to Zoom visit <https://parkinsonsmi.org/mpf-programs/educational-programs>

Mobility Equipment Lending Program: The MPF receives donations of wheelchairs, electric wheelchairs, electric scooters, U-Step Walkers. We then loan the equipment to those in need. Contact MPF for more info.

Legal Assistance: Attorneys on our volunteer board provide assistance and direction on various legal issues that people with Parkinson's encounter such as: remaining in the work force, obtaining medical disability, estate and trust planning, long term medical guardianship, and power of attorney. Contact MPF for more info.

Support Groups: MPF sponsors 76 Parkinson's support groups throughout Michigan. These groups provide individuals with Parkinson's disease, their families and friends, a network of information, fellowship, and understanding. The MPF provides financial assistance for each group, advertises the group's meetings, and maintains an updated list of current support group calendar of events on the website. A hard copy list of all support groups is included in each patient information packet.

2021 Patient and Family Education Programs: Programs for people with Parkinson's, their families, and caregivers. Contact Emily for more info.

Caregiver Education Program: A training module for staff at assisted living communities, extended care facilities and home health care workers. The program is a series of seven five minute videos that provide information on how to provide care for a person with Parkinson's.

Annual Facilitator Training Program: MPF holds a two-day training event at which Facilitators (support group leaders) are invited to come together for training and updates on Parkinson's disease. MPF provides training, lodging and meals for up to four representatives from each support group. This program is offered free of charge by invitation only.

Symposiums on diagnosing, treating and managing Parkinson disease for health care professionals and patients and their care partners. The programs are schedule throughout the state.

Orientation to Parkinson's: A two-hour program for the newly diagnosed. This program is delivered by health care professionals throughout the state and offered once a month.

Living with Parkinson's: A series of workshops addressing the care, treatment and management of Parkinson's disease. Topics include, *An Overview of PD, Medications, Non-Motor Symptoms, the Role of Physical and Occupational Therapy, Mental Health Issues, and Speech & Swallowing Issues*. This program is offered free of charge and is delivered by health care professionals.

PD Self Efficacy: A program for the newly diagnosed (under three years) that meets once a month for four hours for nine months. This program provides people with Parkinson's an in-depth understanding of the disease and the self-efficacy tools to manage it with confidence. The program is taught by an occupational therapist and an individual who has lived with PD for eight years.

Research Grants: Research offers new hope for the treatment of Parkinson's, but much more needs to be learned. MPF takes an active role in support of research. Annually, MPF awards grants for research projects focusing on PD to students attending Michigan universities.



CALL US. WE CAN HELP.

In Memoriam

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Jeff Laethem

President

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Mary Sue Lanigan

Founding Chairman

Thomas A. Cracchiolo

REVISED April 20, 2021

Paul Wells, Fire Chief
City of Birmingham
151 Martin Street
Birmingham, MI 48012

Dear Chief Wells,

Please accept this letter as an addendum to our Special Event Application for the 2021 Metro Detroit Parkinson's Walk which will be held on Saturday, June 26, 2021 at Seaholm High School.

Michigan Parkinson Foundation takes very seriously the health and safety of all our participants, especially those affected by Parkinson's disease. Following is MPF's plan for conducting the event under the COVID-19 restrictions.

- All aspects of the event will take place OUTSIDE of Seaholm High School on the Football Field.
- Pre-Registration Check-in will take place inside of the Atrium with volunteers assigned to monitor number of people inside and assure all participants maintain safe distancing.
- Volunteers will remind participants that face masks must be worn before, during and after the walk – at all times while attending this event.
- We will increase the number of Registration Areas and clearly mark them to ensure the 6' safe distancing is observed. Additional volunteers will be placed in front of the Registration Tables to ensure the safety of all participants.
- All MPF Staff, Volunteers and Sponsors will be emailed a Screening Checklist PRIOR to the day of the event (see attachment), and the checklist must be completed and turned in the day of the event before reporting to their assigned position.
- All MPF Staff, Volunteers, Participants and Sponsors will be required to wear face masks AT ALL TIMES. Hand sanitizers will be present at each volunteer station.
- **Day of Registration will NOT be allowed to reduce monetary transactions.**
- MPF has indicated the total number of participants at 250 (unless State of Michigan Guidelines increase by date of event).



CALL US. WE CAN HELP.

- At the Registration Areas, participants that have Pre-Registered will pick up their t-shirt, a **face mask and a small personal container of hand sanitizer.**
- Any donations brought to the event are in MPF provided sealed envelopes. MPF Registration Volunteers will accept the envelope and place it in a sealed box for delivery back to MPF office. The envelopes are NOT opened or counted during the event.
- 50/50 Raffle will NOT take place to reduce monetary transactions.
- The opening ceremony will take place on Seaholm HS Football Field with reminders about 6' safe distancing.
- There will be no other areas of congregation and no closing ceremony after the walk.
- Food items offered will be prewrapped (i.e. breakfast or granola bars), fresh fruit (bananas and whole oranges), and bottled water.
- The event will once again offer the choice of a 1 Mile or 3 Mile Route. **Volunteers will be at the Start Line to ensure teams are staggered as they begin the walk.**
- Exhibit tents and tables will be spaced properly apart, and sponsors will be instructed to stand BEHIND the table in each tent to maintain the 6' distance when participants approach their area.
- Diane Kraft, Michigan Parkinson Foundation Walk Manager, will contact Chief Wells to review our event both 30 days AND 15 days prior to the event.

Thank you in advance for your consideration regarding our walk event. We are open to any suggestions from the City of Birmingham to ensure the protection of all attendees and volunteers. Please do not hesitate to contact me if you have any questions, or additional information is required.

Respectfully,

A handwritten signature in blue ink that reads "Mary Sue Lanigan".

Mary Sue Lanigan
Executive Director



CALL US. WE CAN HELP.

**2021 Metro Detroit Parkinson Walk Event
Saturday, June 26, 2021**

COVID-19 Screening Checklist

Employee / Volunteer / Sponsor Name: _____

Phone Number: _____

	Yes	No
Have you had any signs or symptoms of a fever in the past 24 hours such as chills, sweats, felt "feverish" or had a temperature of 100.0F or greater? IF YOU DON'T FEEL GOOD – STAY HOME!		
Do you have any of the following symptoms today:		
• Cough		
• Shortness of Breath or Chest Tightness		
• Sore Throat		
• Nasal Congestion / Runny Nose		
• Headache		
• Body Aches		
• New Loss of Taste and/or Smell		
• Diarrhea		
• Nausea		
• Vomiting		
• Fever/Chills/Sweats		
Have you been in contact within the last 14 days with someone diagnosed with COVID-19?		
Have you travelled out of the State of Michigan or out of the country in the last 14 days?		

I declare that I have answered the above questions truthfully and in good faith.

_____ June 26, 2021

Employee/Volunteer/Sponsor Signature _____

Screening Completed by: _____



March 1, 2021

Dear Friends,

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

EVENT INFORMATION:

Name of Event: "I Gave My Sole for Parkinson's" Walk Event
Location: Seaholm High School
Date of Event: Saturday, June 26, 2021 Hours of Event: 9:00 am – 1:00 pm

Brief Description: Michigan Parkinson Foundation will be holding a Fundraiser at Seaholm High School which will consist of a 1 Mile or 3 Mile Walk through the area north of the school. There will be Birmingham Police officers stationed at the two crossing areas on Maple Road to ensure the safety of our participants. This is a family event open to all ages. Monies raised will be used to fund services and special programs provided by Michigan Parkinson Foundation for people affected by Parkinson's disease and their families.

Date of Set-up: Saturday, June 26, 2021 at Seaholm High School Field Area from 7:00 am – 9:00 am
Date of Tear-down: Saturday, June 26, 2021 from 1:00 pm – 2:00 pm

Date of City Commission Meeting: (date will be inserted here AFTER application is approved and date assigned by City Clerk's office)

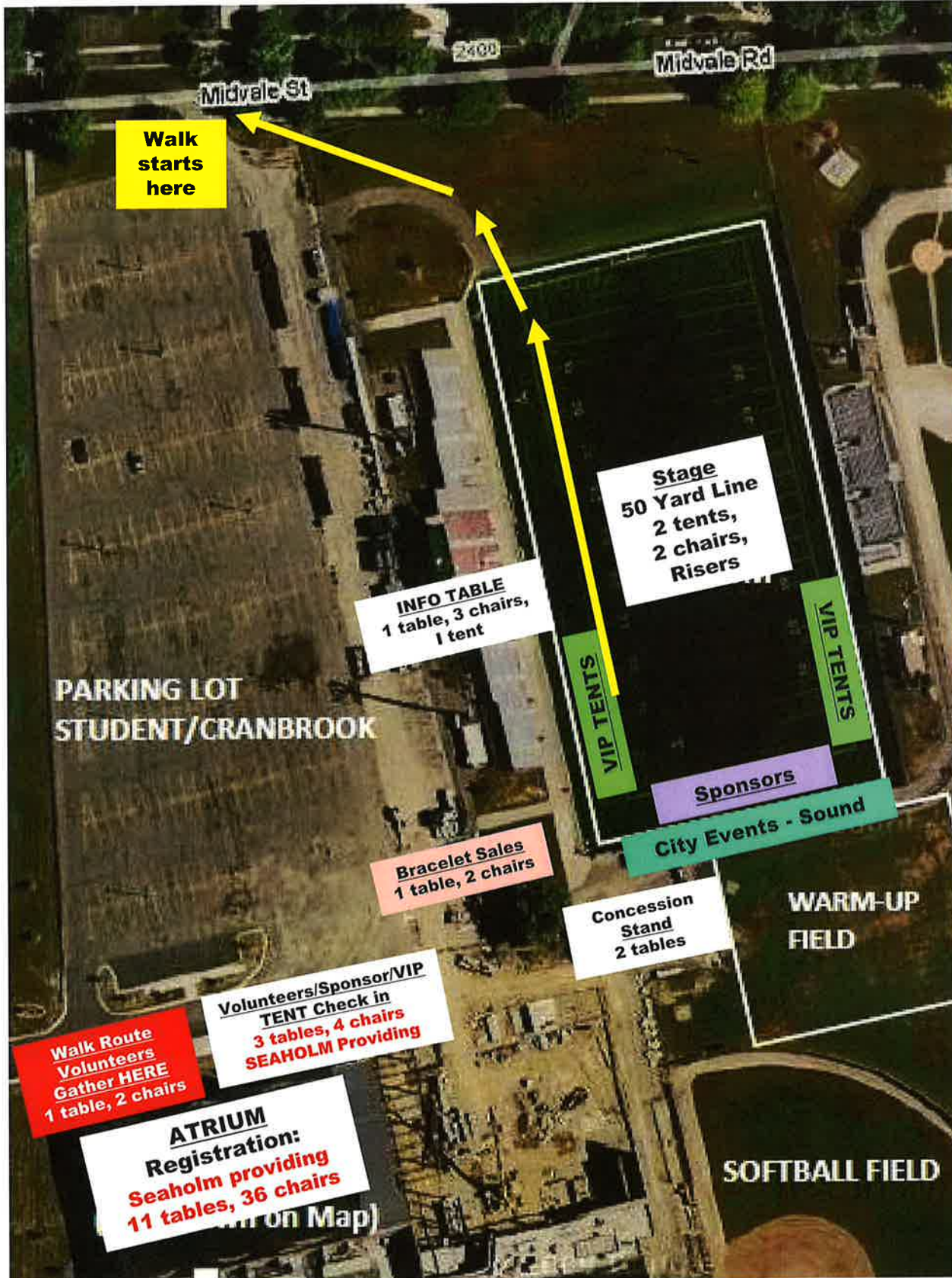
The City Commission meets in Room 205 of the Municipal Building at 151 Martin at 7:30 pm. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248) 530-1880. Log on to www.bhamgov.org/events for a complete list of special events.

Event Organizer: Michigan Parkinson Foundation
30400 Telegraph Rd., Suite 150
Bingham Farms, MI 48025
248-433-1011

For Questions on Day of Event, Contact Diane Kraft at 248-931-4628 (Cell).

A map showing Walk Route is attached.

Dedicated to People Living with Parkinson's
30400 Telegraph Road - Suite #150 - Bingham Farms MI 48025
(248) 433-1011 or (800) 852-9781 - Fax: (248) 433-1150
www.parkinsonsmi.org



MPF has 28 tents

Bob B's Party Rental:
30 6' tables
75 chairs

Seaholm (Atrium):
11 6' tables
40 chairs

Sponsors (as of 3/1/21)

Attending event

- 4 Tents, 4 Tables
- Acadian Pharma
 - Home Instead
 - KBC Tools
 - Quest Research

VIP TENTS
(as of x/xx/xx)
xx VIPS, xx Demo
xx Tables, xx Chairs,
xx Tents

→ Staggered Start: Walk Out of Football Field to Start Line at Cranbrook and Midvale

"I Gave My Sole for Parkinson's" 2021 Metro Detroit WALK ROUTES

Saturday, June 26, 2021



1 Mile Route (RED LINES)

- Walk begins on Midvale at Football Field Gate
 - Right (east) on Midvale to Argyle St.
 - Left (north) on Argyle St. to S. Glenhurst Dr.
 - Left (north) on S. Glenhurst Dr. to W. Maple
 - Left (west) W. Maple
 - Left (south) on Cranbrook to Midvale
- 1 Mile Route ends at corner of Cranbrook and Midvale
TOTAL ACTUAL DISTANCE 1.06 Mile

3 Mile Route (BLUE LINES)

- Walk begins on Midvale at Football Field Gate
- Right (east) on Midvale to Argyle St.
 - Left (north) on Argyle St. to S. Glenhurst Dr.
 - Left (north) on S. Glenhurst Dr. to W. Maple
 - Right (east) on W. Maple to Lake Park
 - Left (north) on Lark Park (at traffic light) to Oak Ave
 - *(continue along Quarton Lake to Oak Ave)*
 - Left (west) on Oak Ave to Chesterfield
 - Left (south) on Chesterfield to W. Maple (cross at traffic light)
 - Right (west) on W. Maple to S. Cranbrook
 - Left (south) on S. Cranbrook to Midvale
- 3 Mile Route ends at corner of Cranbrook and Midvale
TOTAL ACTUAL DISTANCE is 3.1 Miles

Police Officers stationed at star symbols during walk

HERO SIGN - 18" x 24"

A HERO FOR THE PARKINSON'S COMMUNITY

*I did not know how strong I was until I realized
being strong was the only choice I have.*



TOM WRIGHT
LANSING, MICHIGAN
DIAGNOSED WITH PARKINSON'S AT AGE 55





**I CAN
and
I WILL**



MICHIGAN
PARKINSON
FOUNDATION™

M I C H I G A N
Parkinson Foundation





In Memoriam

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Raymond B. Bauer, MD

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Mary Sue Lanigan

Founding Chairman

Thomas A. Cracchiolo

HOLD-HARMLESS AGREEMENT

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

 3-8-2021
Mary Sue Lanigan Date
Executive Director
Michigan Parkinson Foundation

Dedicated to People Living with Parkinson's
30400 Telegraph Road • Suite 150 • Bingham Farms, MI 48025
248.433.1011 • Fax: 248.433.1150 • 800.852.9781 • www.parkinsonsml.org

DEPARTMENT APPROVALS

EVENT NAME "I gave my sole for Parkinson's" Walk

LICENSE NUMBER #21-00012014

COMMISSION HEARING DATE: April 26, 2021

NOTE TO STAFF: Please submit approval by **April 5 2021**

DATE OF EVENT: June 26, 2021

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	TBC	No Cost No Comment		\$0	
BUILDING 101-000.000.634.0005 248.530.1850	MJM	The 10 x 10 tents proposed do not require a permit. The tents must be weighted down. Tents may not be staked down.		\$0	
FIRE 101-000.000-634.0004 248.530.1900	JDP	No fees from Fire Department. Covid 19 Safety Plan submitted to Chief Wells for approval.		\$0	
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel to assist at crossing locations.		\$322	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	Carrie Laird	No DPS Involvement		\$0	
ENGINEERING 101-000.000.634.0002 248.530.1839	SZ	Signs for route to be placed in ROW and sidewalks being used. (Engineering should pre-walk route prior to event and have trip hazards identified and cold patched prior to event)	ROW Permit	\$65	\$65

SP+ PARKING	SG	No parking concerns		\$0	\$0
INSURANCE 248.530.1807				\$0	
CLERK 101-000.000-614.0000 248.530.1803		Notification letters to be mailed by applicant no later than 03-29-2021 Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 06-11-2021.	Applications for vendors license must be submitted no later than 06-11-2021	\$165 PAID 3/12/2021	
				TOTAL DEPOSIT REQUIRED \$387	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____

MEMORANDUM

DATE: April 15, 2021

TO: Tom Markus, City Manager

FROM: Jack Todd, Deputy Treasurer
Mark Gerber, Finance Director/Treasurer

SUBJECT: Delinquent Special Assessments/Invoices to the Tax Roll

INTRODUCTION:

By City ordinance, special assessments and other invoices shall be transferred to the following year tax roll.

BACKGROUND:

As provided in the Birmingham City Code delinquent unpaid special assessments and invoices shall be transferred to the subsequent year tax roll. Attached is a listing of those special assessments and invoices that have been determined to be delinquent. This listing includes penalties and interest as of May 1, 2021 and will be placed on the 2021 City tax roll.

In May 2021, property owners with delinquent special assessments and invoices are notified of their account status and provided with a deadline to pay the unpaid balance prior to the assessment of the penalty and transfer to the tax roll.

LEGAL REVIEW:

No legal review is required.

FISCAL IMPACT:

The unpaid accounts are detailed on the attached listing and represent a cumulative total of **\$332,689.68** including interest and penalties as of May 1, 2021.

SUMMARY:

The City Commission is requested to direct the Treasurer to transfer the delinquent special assessments and invoices, including interest and penalties, to the 2021 tax roll and to authorize the removal from the list any bill paid after City Commission approval.

ATTACHMENTS:

- Delinquent Special Assessment/Invoice tax roll

SUGGESTED RESOLUTION:

To adopt the following resolution directing the Treasurer to transfer the following unpaid and delinquent special assessment and invoices, including interest and penalty, to the 2021 City tax roll and to authorize removal from the list any bills paid after City Commission approval.

WHEREAS, the City Treasurer, in accordance with the provisions in the City Code has reported certain special assessments and invoices, including interest and penalty, unpaid and delinquent on May 1, 2021, and

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

NOW THEREFORE BE IT RESOLVED, that the listing of unpaid and delinquent special assessments and invoices, including interest and penalty, be transferred and reassessed to the 2021 City tax roll with an additional 15% penalty and authorization be given to remove from the list any bills paid after commission approval.

<u>SIDWELL #</u>	<u>INVOICE NO. & TYPE</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT DUE THRU5/1/2021</u>	<u>LATE PENALTY</u>	<u>TOTAL WITH PENALTY</u>	<u>15%</u>	<u>TOTAL TO 2021 TAX ROLL</u>
08-19-25-258-008	5529- RETURNED CHECK	871 POPPLETON AVE	\$ 25.00	\$ 0.50	\$ 25.50	\$ 3.83	\$ 29.33
08-19-25-455-002	5355- SEWER PIPE REPLACEMENT	346 PARK ST	\$ 1,885.00	\$ 207.35	\$ 2,092.35	\$ 313.85	\$ 2,406.20
08-19-35-201-044	5844- SNOW REMOVAL	638 PLEASANT AVE	\$ 200.00	\$ 2.00	\$ 202.00	\$ 30.30	\$ 232.30
08-19-35-404-004	5716-RETURNED CHECK	1367 FAIRWAY DR	\$ 25.00	\$ 1.75	\$ 26.75	\$ 4.01	\$ 30.76
08-19-36-131-064	5745- RETURNED CHECK	550 TOWNSEND ST	\$ 25.00	\$ 1.25	\$ 26.25	\$ 3.94	\$ 30.19
08-19-36-152-030	5823-SNOW REMOVAL	647 WATKINS ST	\$ 200.00	\$ 4.00	\$ 204.00	\$ 30.60	\$ 234.60
08-19-36-158-004	5843-SNOW REMOVAL	559 WALLACE ST	\$ 100.00	\$ 1.00	\$ 101.00	\$ 15.15	\$ 116.15
08-19-36-201-019	6877-FALSE ALARM	241 E MERRILL ST	\$ 100.00	\$ -	\$ 100.00	\$ 15.00	\$ 115.00
08-19-36-201-019	6881-FALSE ALARM	243 E MERRILL ST	\$ 500.00	\$ -	\$ 500.00	\$ 75.00	\$ 575.00
08-19-36-206-001	6878-FALSE ALARM	101 S OLD WOODWARD AVE	\$ 250.00	\$ -	\$ 250.00	\$ 37.50	\$ 287.50
08-19-36-211-011	5490- SNOW REMOVAL	400 S OLD WOODWARD AVE # MAIN	\$ 246.72	\$ 29.61	\$ 276.33	\$ 41.45	\$ 317.78
08-19-36-252-026	5841- SNOW REMOVAL	752 ANN ST	\$ 200.00	\$ 2.00	\$ 202.00	\$ 30.30	\$ 232.30
08-19-36-254-013	5815- SNOW REMOVAL	115 E LINCOLN AVE	\$ 200.00	\$ 2.00	\$ 202.00	\$ 30.30	\$ 232.30
08-19-36-377-019	5840- SNOW REMOVAL	1708 S BATES ST	\$ 100.00	\$ 1.00	\$ 101.00	\$ 15.15	\$ 116.15
08-19-36-428-055	6883- FALSE ALARM	33877 WOODWARD AVE	\$ 100.00	\$ -	\$ 100.00	\$ 15.00	\$ 115.00
08-19-36-456-016	5736- WEED CUTTING	275 E 14 MILE RD	\$ 135.00	\$ 8.10	\$ 143.10	\$ 21.47	\$ 164.57
08-19-36-478-052	5663- WEED CUTTING	708 DAVIS AVE	\$ 135.00	\$ 13.50	\$ 148.50	\$ 22.28	\$ 170.78
08-19-36-478-052	5740- WEED CUTTING	708 DAVIS AVE	\$ 200.00	\$ 12.00	\$ 212.00	\$ 31.80	\$ 243.80
08-20-31-177-057	5645- WEED CUTTING	1722 HAYNES AVE	\$ 135.00	\$ 13.50	\$ 148.50	\$ 22.28	\$ 170.78
08-20-31-177-057	5717-WEED CUTTING	1722 HAYNES AVE	\$ 135.00	\$ 9.45	\$ 144.45	\$ 21.67	\$ 166.12
08-20-31-332-007	5820-SNOW REMOVAL	1730 BANBURY RD	\$ 100.00	\$ 2.00	\$ 102.00	\$ 15.30	\$ 117.30
08-20-31-353-007	5744- WEED CUTTING	1250 EMMONS AVE	\$ 135.00	\$ 6.75	\$ 141.75	\$ 21.26	\$ 163.01
08-20-31-353-007	5818- SNOW REMOVAL	1250 EMMONS AVE	\$ 100.00	\$ 2.00	\$ 102.00	\$ 15.30	\$ 117.30
08-20-31-358-004	5767-TRASH PICKUP	1208 BIRD	\$ 300.00	\$ 12.00	\$ 312.00	\$ 46.80	\$ 358.80
08-20-31-358-035	5830-SNOW REMOVAL	1335 E 14 MILE RD	\$ 100.00	\$ 1.00	\$ 101.00	\$ 15.15	\$ 116.15
TOTAL			\$ 5,631.72	\$ 332.76	\$ 5,964.48	\$ 894.67	\$ 6,859.15

SPECIAL ASSESSMENTS	PARCEL NUMBER	2020		
		INSTALLMENTS	PENALTY	BALANCE DUE
SAD841 (SEWER LATERALS)	08-19-36-137-003	81.84	12.28	94.12
SAD842 (GEORGE & ANN SEWER)	08-19-36-255-006	82.09	12.31	94.40
SAD842 (GEORGE & ANN SEWER)	08-19-36-255-025	82.09	12.31	94.40
SAD842 (GEORGE & ANN SEWER)	08-19-36-278-012	58.63	8.79	67.42
SAD848 (E MAPLE RD SEWER)	08-20-30-378-014	98.95	14.84	113.79
SAD849 (PIERCE/MERRILL ST)	08-19-36-201-019	5,083.04	762.46	5,845.50
SAD850 (WOODWARD AVENUE PARKING)	08-20-31-306-002	101.05	15.16	116.21
SAD850 (WOODWARD AVENUE PARKING)	08-20-31-306-009	322.30	48.35	370.65
SAD855 (COLE ST SEWER LAT)	08-20-31-155-019	144.09	21.61	165.70
SAD855 (COLE ST SEWER LAT)	08-20-31-179-047	96.74	14.51	111.25
SAD857 (CLARK STREET PAVING)	08-19-36-254-010	651.21	97.68	748.89
SAD857 (CLARK STREET PAVING)	08-19-36-255-001	628.00	94.20	722.20
SAD857 (CLARK STREET PAVING)	08-19-36-255-009	672.04	100.81	772.85
SAD858 (MOHEGAN KENNESAW SEWER LAT)	08-19-25-402-008	118.22	17.73	135.95
SAD858 (MOHEGAN KENNESAW SEWER LAT)	08-19-25-403-007	122.95	18.44	141.39
SAD858 (MOHEGAN KENNESAW SEWER LAT)	08-19-25-403-016	122.95	18.44	141.39
SAD859 (N ETON SEWER LAT)	08-20-30-381-018	5.57	0.84	6.41
SAD859 (N ETON SEWER LAT)	08-20-30-381-027	5.57	0.84	6.41
SAD871 (CATALPA SEWER LAT)	08-19-36-452-005	250.58	37.59	288.17
SAD872 (VILLA PAVING)	08-20-31-102-022	1,188.83	178.32	1,367.15
SAD872 (VILLA PAVING)	08-20-31-102-023	1,204.16	180.62	1,384.78
SAD872 (VILLA PAVING)	08-20-31-102-025	1,195.40	179.31	1,374.71
SAD872 (VILLA PAVING)	08-20-31-102-028	1,770.65	265.60	2,036.25
SAD872 (VILLA PAVING)	08-20-31-102-040	2,285.78	342.87	2,628.65
SAD872 (VILLA PAVING)	08-20-31-102-043	1,189.92	178.49	1,368.41
SAD872 (VILLA PAVING)	08-20-31-103-012	1,191.03	178.65	1,369.68
SAD872 (VILLA PAVING)	08-20-31-103-014	1,670.71	250.61	1,921.32
SAD872 (VILLA PAVING)	08-20-31-103-019	1,216.21	182.43	1,398.64
SAD872 (VILLA PAVING)	08-20-31-103-023	1,218.40	182.76	1,401.16
SAD872 (VILLA PAVING)	08-20-31-127-012	1,291.25	193.69	1,484.94
SAD872 (VILLA PAVING)	08-20-31-127-016	1,201.98	180.30	1,382.28
SAD872 (VILLA PAVING)	08-20-31-127-017	1,211.83	181.77	1,393.60
SAD872 (VILLA PAVING)	08-20-31-127-021	1,211.83	181.77	1,393.60
SAD881 (OLD WOODWARD STREETScape)	08-19-25-378-016	4,276.61	641.49	4,918.10
SAD881 (OLD WOODWARD STREETScape)	08-19-25-378-021	3,792.87	568.93	4,361.80
SAD881 (OLD WOODWARD STREETScape)	08-19-25-378-026	7,933.34	1,190.00	9,123.34
SAD881 (OLD WOODWARD STREETScape)	08-19-25-378-094	19,418.57	2,912.79	22,331.36
SAD881 (OLD WOODWARD STREETScape)	08-19-25-456-017	1,955.42	293.31	2,248.73
SAD881 (OLD WOODWARD STREETScape)	08-19-25-456-039	11,974.83	1,796.22	13,771.05
SAD881 (OLD WOODWARD STREETScape)	08-19-36-201-012	1,774.34	266.15	2,040.49
SAD881 (OLD WOODWARD STREETScape)	08-19-36-201-013	6,056.63	908.49	6,965.12
SAD881 (OLD WOODWARD STREETScape)	08-19-36-201-014	4,117.38	617.61	4,734.99
SAD881 (OLD WOODWARD STREETScape)	08-19-36-201-018	16,657.17	2,498.58	19,155.75
SAD881 (OLD WOODWARD STREETScape)	08-19-36-202-015	14,075.28	2,111.29	16,186.57
SAD881 (OLD WOODWARD STREETScape)	08-19-36-204-006	4,219.74	632.96	4,852.70
SAD881 (OLD WOODWARD STREETScape)	08-19-36-206-001	19,031.86	2,854.78	21,886.64
SAD881 (OLD WOODWARD STREETScape)	08-19-36-206-005	9,764.55	1,464.68	11,229.23
SAD881 (OLD WOODWARD STREETScape)	08-19-36-206-006	10,475.42	1,571.31	12,046.73
SAD881 (OLD WOODWARD STREETScape)	08-19-36-206-007	3,082.35	462.35	3,544.70
SAD881 (OLD WOODWARD STREETScape)	08-19-36-206-008	8,604.40	1,290.66	9,895.06
SAD881 (OLD WOODWARD STREETScape)	08-19-36-206-021	20,023.85	3,003.58	23,027.43
TOTALS		\$ 195,010.50	\$ 29,251.58	\$ 224,262.08

SPECIAL ASSESSMENTS	PARCEL NUMBER	2021		BALANCE DUE
		INSTALLMENTS	PENALTY	
SAD807 (GREENWOOD PAVING)	08-19-25-304-034	930.15	139.52	1,069.67
SAD827 (HAWTHORNE LATS)	08-19-35-227-033	164.00	24.60	188.60
SAD856 (E MAPLE GARDENS SEWER LAT)	08-20-30-451-020	207.12	31.07	238.19
SAD856 (E MAPLE GARDENS SEWER LAT)	08-20-30-451-024	178.01	26.70	204.71
SAD856 (E MAPLE GARDENS SEWER LAT)	08-20-30-451-025	215.80	32.37	248.17
SAD856 (E MAPLE GARDENS SEWER LAT)	08-20-30-453-008	295.18	44.28	339.46
SAD856 (E MAPLE GARDENS SEWER LAT)	08-20-30-477-015	285.26	42.79	328.05
SAD863 (CUMMINGS ST PAVING)	08-19-36-433-004	721.54	108.23	829.77
SAD863 (CUMMINGS ST PAVING)	08-19-36-479-008	717.81	107.67	825.48
SAD865 (SEWER LATERALS LOCAL STREETS)	08-19-36-379-012	206.73	31.01	237.74
SAD865 (SEWER LATERALS LOCAL STREETS)	08-19-36-451-011	166.72	25.01	191.73
SAD876 (WEBSTER SEWER LAT)	08-20-31-153-048	136.17	20.43	156.60
SAD876 (WEBSTER SEWER LAT)	08-20-31-154-015	210.84	31.63	242.47
SAD876 (WEBSTER SEWER LAT)	08-20-31-154-027	222.89	33.43	256.32
SAD876 (WEBSTER SEWER LAT)	08-20-31-178-046	102.41	15.36	117.77
SAD877 (VILLA SEWER LAT)	08-20-31-102-022	381.73	57.26	438.99
SAD877 (VILLA SEWER LAT)	08-20-31-102-043	381.73	57.26	438.99
SAD877 (VILLA SEWER LAT)	08-20-31-103-012	166.39	24.96	191.35
SAD877 (VILLA SEWER LAT)	08-20-31-103-023	161.50	24.23	185.73
SAD877 (VILLA SEWER LAT)	08-20-31-127-016	391.52	58.73	450.25
SAD877 (VILLA SEWER LAT)	08-20-31-127-021	420.88	63.13	484.01
SAD886 (PSD 2020-2021)	08-19-25-328-005	391.01	58.65	449.66
SAD886 (PSD 2020-2021)	08-19-25-328-006	486.82	73.02	559.84
SAD886 (PSD 2020-2021)	08-19-25-328-008	326.79	49.02	375.81
SAD886 (PSD 2020-2021)	08-19-25-328-023	481.65	72.25	553.90
SAD886 (PSD 2020-2021)	08-19-25-328-034	306.28	45.94	352.22
SAD886 (PSD 2020-2021)	08-19-25-456-001	6,368.25	955.24	7,323.49
SAD886 (PSD 2020-2021)	08-19-25-456-007	3,322.27	498.34	3,820.61
SAD886 (PSD 2020-2021)	08-19-25-456-014	468.81	70.32	539.13
SAD886 (PSD 2020-2021)	08-19-25-460-019	5,932.26	889.84	6,822.10
SAD886 (PSD 2020-2021)	08-19-36-128-006	2,499.62	374.94	2,874.56
SAD886 (PSD 2020-2021)	08-19-36-201-014	5,140.13	771.02	5,911.15
SAD886 (PSD 2020-2021)	08-19-36-202-018	16,467.60	2,470.14	18,937.74
SAD886 (PSD 2020-2021)	08-19-36-204-001	1,743.33	261.50	2,004.83
SAD886 (PSD 2020-2021)	08-19-36-204-016	660.98	99.15	760.13
SAD886 (PSD 2020-2021)	08-19-36-208-011	711.86	106.78	818.64
SAD886 (PSD 2020-2021)	08-19-36-208-012	851.41	127.71	979.12
SAD886 (PSD 2020-2021)	08-19-36-210-005	1,509.02	226.35	1,735.37
SAD886 (PSD 2020-2021)	08-19-36-226-022	2,306.74	346.01	2,652.75
SAD886 (PSD 2020-2021)	08-19-36-227-008	1,225.33	183.80	1,409.13
SAD886 (PSD 2020-2021)	08-19-36-227-024	2,452.44	367.87	2,820.31
SAD886 (PSD 2020-2021)	08-19-36-227-028	1,506.35	225.95	1,732.30
SAD886 (PSD 2020-2021)	08-19-36-253-029	1,003.56	150.53	1,154.09
SAD886 (PSD 2020-2021)	08-19-36-278-012	1,765.53	264.83	2,030.36
SAD886 (PSD 2020-2021)	08-19-36-281-028	1,316.51	197.48	1,513.99
SAD886 (PSD 2020-2021)	08-19-36-283-009	2,519.06	377.86	2,896.92
SAD888 (PARK STREET STREETScape)	08-19-25-454-009	831.48	124.72	956.20
SAD888 (PARK STREET STREETScape)	08-19-25-455-016	2,030.36	304.55	2,334.91
SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-130-007	252.00	37.80	289.80
SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-177-010	91.00	13.65	104.65
SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-178-006	182.00	27.30	209.30
SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-178-007	147.00	22.05	169.05
SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-178-010	112.00	16.80	128.80
SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-178-020	119.00	17.85	136.85
SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-179-002	280.00	42.00	322.00
SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-179-027	161.00	24.15	185.15

SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-179-028	196.00	29.40	225.40
SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-179-029	252.00	37.80	289.80
SAD891 (QUARTON LAKE SEWERAL LAT)	08-19-26-179-044	140.00	21.00	161.00
SAD843A (RAIL DISTRICT SIDEWALKS)	08-20-31-252-006	979.90	146.99	1,126.89
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-001	1,018.89	152.83	1,171.72
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-002	801.63	120.24	921.87
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-007	5,290.83	793.62	6,084.45
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-017	739.52	110.93	850.45
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-018	1,110.40	166.56	1,276.96
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-029	1,322.04	198.31	1,520.35
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-034	1,070.26	160.54	1,230.80
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-039	1,100.03	165.00	1,265.03
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-044	334.99	50.25	385.24
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-045	334.99	50.25	385.24
SAD864A (HAMILTON ALLEY PAVING)	08-19-25-456-046	334.99	50.25	385.24
SAD867A (HAMILTON SEWER LAT)	08-19-25-456-002	15.00	2.25	17.25
SAD867A (HAMILTON SEWER LAT)	08-19-25-456-007	15.00	2.25	17.25
SAD867A (HAMILTON SEWER LAT)	08-19-25-456-017	21.60	3.24	24.84
SAD867A (HAMILTON SEWER LAT)	08-19-25-456-018	24.00	3.60	27.60
SAD867A (HAMILTON SEWER LAT)	08-19-25-456-039	36.00	5.40	41.40
SAD883S (2018 SEWER LAT)	08-19-36-430-038	181.15	27.17	208.32
SAD883W (2018 WATER LAT)	08-19-36-428-011	183.67	27.55	211.22
SAD883W (2018 WATER LAT)	08-19-36-430-033	97.24	14.59	111.83
SAD883W (2018 WATER LAT)	08-19-36-430-038	86.43	12.96	99.39

TOTALS		\$ 88,320.39	\$ 13,248.06	\$ 101,568.45
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MEMORANDUM

DATE: April 13, 2021

TO: Tom Markus, City Manager

FROM: Jack Todd, Deputy Treasurer
Mark Gerber, Finance Director/Treasurer

SUBJECT: Delinquent Water/Sewage Charges to Tax Roll

INTRODUCTION:

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

BACKGROUND:

As provided in Chapter 114, Section 114-303 of the city code, the properties on the attached listing represent delinquent and unpaid water/sewage services that have remained delinquent for a period of six months or greater as of April 30, 2021. The ordinance states that a 15% penalty is to be assessed on these delinquent balances when they are transferred to the tax roll.

During the month of April 2021, property owners with delinquent accounts will be notified of their account status and provided with a deadline to pay the unpaid balance prior to the assessment of the penalty and transfer to the tax roll.

LEGAL REVIEW:

No legal review is required.

FISCAL IMPACT:

The unpaid accounts are detailed on the attached listing and represent a cumulative total of **\$232,523.80** including interest and penalties as of May 1, 2021.

SUMMARY:

The City Commission is requested to direct the Treasurer to transfer the unpaid bills, including interest and penalty, to the 2021 tax roll and to authorize removal from the list any bills paid or a payment plan agreement signed after City Commission approval.

ATTACHMENTS:

- Delinquent water/sewer tax roll

SUGGESTED RESOLUTION:

To adopt the following resolution directing the Treasurer to transfer the following unpaid and delinquent water/sewage bills of the properties listed in this report to the 2021 city tax roll and to authorize removal from the list any bills paid or a payment plan agreement signed after City Commission approval.

WHEREAS, The City Treasurer, in accordance with Chapter 114, Section 114-303, of the city code has reported certain water/sewage accounts, including interest and penalty, unpaid and delinquent on May 1, 2021, and

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

NOW, THEREFORE, BE IT RESOLVED, that the properties with unpaid and delinquent water/sewage accounts, listed in the Delinquent Water/Sewer Tax Roll, dated April 13, 2021, including interest and penalty, be transferred and reassessed to the 2021 city tax roll and authorization be given to remove from the list any bills paid or a payment plan agreement signed after commission approval.

Delinquent Tax List
April 13, 2021

Parcel Number	Account #	Service Address	Delinquent Tax Amount	15% Penalty	Total Delinquent Tax
08-19-25-255-009	00083-07646	963 WARWICK ST	\$678.27	\$101.74	\$780.01
08-19-25-278-001	00082-05772	600 ABBEY ST	\$1,284.57	\$192.69	\$1,477.26
08-19-25-304-031	00688-71166	788 HARMON ST	\$3,316.25	\$497.44	\$3,813.69
08-19-25-304-050	00684-51204	530 LAKEVIEW AVE	\$767.00	\$115.05	\$882.05
08-19-25-327-057	00642-11428	372 HARMON ST	\$2,347.65	\$352.15	\$2,699.80
08-19-25-328-005	30189-30902	798 N OLD WOODWARD AVE FRONT	\$204.75	\$30.71	\$235.46
08-19-25-328-039	02525-91538	736 BROOKSIDE AVE	\$363.10	\$54.47	\$417.57
08-19-25-328-044	00714-91548	650 BROOKSIDE AVE	\$861.86	\$129.28	\$991.14
08-19-25-328-052	02240-51562	576 PARK ST	\$1,591.35	\$238.70	\$1,830.05
08-19-25-328-063	00712-91582	531 BROOKSIDE AVE	\$245.72	\$36.86	\$282.58
08-19-25-330-006	03277-91634	181 EUCLID AVE	\$555.87	\$83.38	\$639.25
08-19-25-351-001	02891-71662	895 HARMON ST	\$313.50	\$47.03	\$360.53
08-19-25-353-014	33973-30702	342 BALDWIN RD	\$1,279.98	\$192.00	\$1,471.98
08-19-25-403-016	00853-72268	775 KENNESAW ST	\$258.56	\$38.78	\$297.34
08-19-25-404-013	00778-12300	619 RIVENOAK ST	\$250.27	\$37.54	\$287.81
08-19-25-427-023	03098-72402	1067 KENNESAW ST	\$1,357.37	\$203.61	\$1,560.98
08-19-25-431-008	00787-92480	867 MADISON ST	\$1,538.14	\$230.72	\$1,768.86
08-19-25-451-021	00000-11493	OAKLAND AVE VACANT	\$250.00	\$37.50	\$287.50
08-19-25-458-009	03042-72798	531 OAKLAND AVE	\$27.83	\$4.17	\$32.00
08-19-25-460-016	00799-72838	567 RIDGEDALE AVE	\$306.35	\$45.95	\$352.30
08-19-25-476-002	02262-72848	684 MADISON ST	\$1,332.97	\$199.95	\$1,532.92
08-19-25-477-004	02984-72870	876 MADISON ST	\$1,803.18	\$270.48	\$2,073.66
08-19-25-480-005	00797-12914	768 OAKLAND AVE	\$1,116.33	\$167.45	\$1,283.78
08-19-25-487-006	00759-93148	165 N ADAMS RD	\$883.62	\$132.54	\$1,016.16
08-19-26-126-020	00000-11523	1573 CHESTERFIELD AVE	\$252.50	\$37.88	\$290.38
08-19-26-129-003	00295-73224	1298 N GLENHURST DR	\$561.76	\$84.26	\$646.02
08-19-26-178-006	00294-53388	1973 RAYNALE ST	\$958.62	\$143.79	\$1,102.41
08-19-26-201-005	00319-33546	1496 CHESTERFIELD AVE	\$359.20	\$53.88	\$413.08
08-19-26-203-012	00337-73594	1480 SUFFIELD AVE	\$784.18	\$117.63	\$901.81
08-19-26-226-007	02826-93780	1027 QUARTON RD	\$1,615.48	\$242.32	\$1,857.80
08-19-26-226-008	00379-13782	1563 LAKESIDE DR	\$337.87	\$50.68	\$388.55
08-19-26-228-008	00357-93878	1222 PURITAN AVE	\$1,151.18	\$172.68	\$1,323.86
08-19-26-229-019	00368-13950	1111 WILLOW LN	\$29.21	\$4.38	\$33.59
08-19-26-254-004	00350-34158	1030 PILGRIM AVE	\$3,126.25	\$468.94	\$3,595.19
08-19-26-330-003	00272-94540	1849 PINE ST	\$744.51	\$111.68	\$856.19
08-19-26-330-005	02310-94544	1805 PINE ST	\$286.31	\$42.95	\$329.26
08-19-26-378-022	00268-34598	345 KIMBERLEY ST	\$759.32	\$113.90	\$873.22
08-19-26-378-062	00261-34678	187 CHESTERFIELD AVE	\$1,955.80	\$293.37	\$2,249.17
08-19-26-401-005	02114-34708	720 CHESTERFIELD AVE	\$1,561.36	\$234.20	\$1,795.56
08-19-26-401-019	00253-14736	767 FAIRFAX ST	\$774.43	\$116.16	\$890.59
08-19-26-451-007	00257-95084	290 CHESTERFIELD AVE	\$475.42	\$71.31	\$546.73
08-19-26-452-002	01791-15130	454 FAIRFAX ST	\$1,672.79	\$250.92	\$1,923.71
08-19-26-477-013	00608-15414	1128 W MAPLE RD	\$647.91	\$97.19	\$745.10
08-19-26-477-021	11270-30200	220 LAKE PARK DR	\$3,228.84	\$484.33	\$3,713.17
08-19-35-102-008	03316-15522	421 CRANBROOK RD	\$1,838.15	\$275.72	\$2,113.87
08-19-35-104-026	01901-55694	412 BERWYN ST	\$1,578.28	\$236.74	\$1,815.02
08-19-35-105-001	03183-15702	2368 RADNOR ST	\$900.21	\$135.03	\$1,035.24
08-19-35-105-008	03445-35716	2235 W MAPLE RD	\$408.96	\$61.34	\$470.30
08-19-35-105-021	21185-22782	2130 AVON LN	\$2,572.56	\$385.88	\$2,958.44
08-19-35-127-032	02138-55920	245 ARGYLE ST	\$761.06	\$114.16	\$875.22
08-19-35-128-024	24171-26598	262 WESTCHESTER WAY	\$168.30	\$25.25	\$193.55
08-19-35-129-002	00549-56002	145 WESTCHESTER WAY	\$63.36	\$9.50	\$72.86
08-19-35-129-004	00549-16006	181 WESTCHESTER WAY	\$1,187.96	\$178.19	\$1,366.15
08-19-35-177-028	00520-76254	1062 S GLENHURST DR	\$432.52	\$64.88	\$497.40

08-19-35-180-010	03320-16436	883 LARCHLEA DR	\$1,317.82	\$197.67	\$1,515.49
08-19-35-201-026	00563-16504	590 MERRITT LN	\$702.74	\$105.41	\$808.15
08-19-35-201-043	00560-56538	1717 MIDVALE ST	\$395.43	\$59.31	\$454.74
08-19-35-201-059	05749-22968	967 DONMAR CT	\$742.25	\$111.34	\$853.59
08-19-35-202-005	03297-96612	381 PLEASANT ST	\$1,921.71	\$288.26	\$2,209.97
08-19-35-226-016	02865-96770	377 ARLINGTON ST	\$1,650.20	\$247.53	\$1,897.73
08-19-35-227-009	00596-96790	445 ARLINGTON ST	\$1,201.18	\$180.18	\$1,381.36
08-19-35-227-022	00601-36816	294 LINDEN RD	\$213.16	\$31.97	\$245.13
08-19-35-276-006	01937-16996	779 ARLINGTON ST	\$2,480.06	\$372.01	\$2,852.07
08-19-35-305-005	03499-17232	1375 CRANBROOK RD	\$337.74	\$50.66	\$388.40
08-19-35-327-035	02464-57452	1768 NORTHLAWN BLVD	\$1,224.83	\$183.72	\$1,408.55
08-19-35-401-010	02750-97532	1463 W LINCOLN ST	\$1,533.91	\$230.09	\$1,764.00
08-19-35-401-020	02999-17552	1494 FAIRWAY DR	\$1,700.16	\$255.02	\$1,955.18
08-19-35-402-014	01784-77596	1570 NORTHLAWN BLVD	\$277.14	\$41.57	\$318.71
08-19-35-426-002	00484-37636	1357 W LINCOLN ST	\$2,709.09	\$406.36	\$3,115.45
08-19-35-426-005	02758-57642	1155 W LINCOLN ST	\$2,290.76	\$343.61	\$2,634.37
08-19-35-430-009	00429-77820	955 NORTHLAWN BLVD	\$1,520.36	\$228.05	\$1,748.41
08-19-35-481-015	00412-18028	1130 SAXON DR	\$60.35	\$9.05	\$69.40
08-19-35-481-019	00412-98036	1054 SAXON DR	\$649.19	\$97.38	\$746.57
08-19-36-103-055	00080-78198	711 MAPLE HILL LN	\$1,181.39	\$177.21	\$1,358.60
08-19-36-129-002	00204-98378	175 W MAPLE RD	\$54.75	\$8.21	\$62.96
08-19-36-129-003	31213-22526	163 W MAPLE RD	\$97.92	\$14.69	\$112.61
08-19-36-135-102	34851-26592	520 W BROWN ST	\$439.24	\$65.89	\$505.13
08-19-36-136-012	02865-78762	350 W BROWN ST UNIT 1	\$725.26	\$108.79	\$834.05
08-19-36-137-003	02711-18774	211 TOWNSEND ST	\$424.85	\$63.73	\$488.58
08-19-36-153-019	00128-38972	620 HANNA ST	\$259.18	\$38.88	\$298.06
08-19-36-155-008	00110-99028	967 SOUTHFIELD RD	\$919.69	\$137.95	\$1,057.64
08-19-36-155-025	00108-59062	730 WALLACE ST	\$1,138.18	\$170.73	\$1,308.91
08-19-36-156-024	00102-99158	564 WALLACE ST	\$543.97	\$81.60	\$625.57
08-19-36-176-026	25953-27094	459 W BROWN ST IRRIGATION	\$380.15	\$57.02	\$437.17
08-19-36-185-005	34791-22432	771 HENRIETTA ST	\$337.48	\$50.62	\$388.10
08-19-36-185-033	21289-25266	990 PIERCE ST	\$2,148.87	\$322.33	\$2,471.20
08-19-36-187-002	28415-28908	287 W BROWN ST	\$119.46	\$17.92	\$137.38
08-19-36-202-008	00000-11376	E BROWN ST PRK LOT	\$542.27	\$81.34	\$623.61
08-19-36-202-018	00024-19926	255 E BROWN ST	\$6,576.13	\$986.42	\$7,562.55
08-19-36-204-016	00000-11426	250 E BROWN ST UTILITY	\$387.14	\$58.07	\$445.21
08-19-36-205-011	32067-10110	311 E FRANK ST	\$192.92	\$28.94	\$221.86
08-19-36-208-011	07769-10254	469 S OLD WOODWARD AVE	\$152.47	\$22.87	\$175.34
08-19-36-208-012	07771-10256	479 S OLD WOODWARD AVE	\$160.63	\$24.09	\$184.72
08-19-36-227-015	31103-10346	1011 FOREST AVE	\$1,684.98	\$252.75	\$1,937.73
08-19-36-229-015	25763-10412	889 CHESTNUT ST	\$319.29	\$47.89	\$367.18
08-19-36-229-016	10009-10414	909 CHESTNUT ST	\$904.41	\$135.66	\$1,040.07
08-19-36-233-011	32485-10536	1044 HAZEL ST	\$84.62	\$12.69	\$97.31
08-19-36-252-002	30421-10616	342 E FRANK ST	\$319.49	\$47.92	\$367.41
08-19-36-253-011	32443-10720	723 ANN ST	\$136.40	\$20.46	\$156.86
08-19-36-255-018	00481-10842	1094 LINCOLN CT	\$107.10	\$16.07	\$123.17
08-19-36-256-004	00653-10888	941 PURDY ST	\$734.17	\$110.13	\$844.30
08-19-36-256-011	20215-10902	864 ANN ST	\$1,323.98	\$198.60	\$1,522.58
08-19-36-281-028	10171-24134	635 ELM ST	\$513.52	\$77.03	\$590.55
08-19-36-281-028	10173-24136	818 BOWERS ST	\$482.63	\$72.39	\$555.02
08-19-36-301-006	17527-11266	1333 SOUTHFIELD RD	\$488.16	\$73.22	\$561.38
08-19-36-301-011	17511-11276	1252 SHIPMAN BLVD	\$522.52	\$78.38	\$600.90
08-19-36-302-002	17341-11292	1175 SHIPMAN BLVD	\$302.24	\$45.34	\$347.58
08-19-36-303-013	23885-11342	1332 MARYLAND BLVD	\$891.57	\$133.74	\$1,025.31
08-19-36-308-017	24697-11532	1667 MARYLAND BLVD	\$534.56	\$80.18	\$614.74
08-19-36-308-034	16995-11566	1654 STANLEY BLVD	\$537.09	\$80.56	\$617.65
08-19-36-328-003	16465-11698	1165 S BATES ST	\$1,189.89	\$178.48	\$1,368.37
08-19-36-329-024	16253-11796	1128 PIERCE ST	\$481.71	\$72.26	\$553.97
08-19-36-329-024	32543-24740	1128 PIERCE ST SPRNKL	\$770.67	\$115.60	\$886.27

08-19-36-331-016	19667-11916	1643 WASHINGTON BLVD	\$1,142.71	\$171.41	\$1,314.12
08-19-36-332-008	16503-11978	1521 S BATES ST	\$1,062.07	\$159.31	\$1,221.38
08-19-36-351-023	20857-12164	1862 SHIPMAN BLVD	\$1,094.16	\$164.12	\$1,258.28
08-19-36-354-018	35189-12404	1726 STANLEY BLVD	\$251.08	\$37.66	\$288.74
08-19-36-354-029	16965-12426	1930 STANLEY BLVD	\$392.84	\$58.93	\$451.77
08-19-36-376-012	33747-12456	1897 STANLEY BLVD	\$265.94	\$39.89	\$305.83
08-19-36-377-018	30897-12536	1995 WASHINGTON BLVD	\$1,100.25	\$165.04	\$1,265.29
08-19-36-377-028	16575-12556	1844 S BATES ST	\$928.33	\$139.25	\$1,067.58
08-19-36-377-037	27095-12574	1990 S BATES ST	\$78.29	\$11.74	\$90.03
08-19-36-378-016	16555-12606	1991 S BATES ST	\$403.81	\$60.57	\$464.38
08-19-36-379-026	16353-26742	158 W 14 MILE RD	\$380.21	\$57.03	\$437.24
08-19-36-402-014	30465-12826	1393 CEDAR DR	\$93.10	\$13.97	\$107.07
08-19-36-402-024	12231-12846	1212 EDGEWOOD RD	\$552.45	\$82.87	\$635.32
08-19-36-404-011	34653-12980	576 BENNAVILLE AVE	\$325.95	\$48.89	\$374.84
08-19-36-426-014	18073-13030	872 E LINCOLN ST	\$715.07	\$107.26	\$822.33
08-19-36-426-030	34947-13062	863 RUFFNER AVE	\$50.05	\$7.51	\$57.56
08-19-36-428-008	14845-13118	748 RUFFNER AVE	\$691.39	\$103.71	\$795.10
08-19-36-430-033	15101-13408	731 CHAPIN AVE	\$716.18	\$107.43	\$823.61
08-19-36-430-038	15091-13418	831 CHAPIN AVE	\$574.47	\$86.17	\$660.64
08-19-36-430-053	34733-29970	806 BENNAVILLE AVE	\$1,061.00	\$159.15	\$1,220.15
08-19-36-432-007	34575-30964	746 CHAPIN AVE	\$357.82	\$53.67	\$411.49
08-19-36-432-048	15243-13562	615 EMMONS AVE	\$1,464.00	\$219.60	\$1,683.60
08-19-36-451-008	34173-25208	174 CATALPA DR	\$881.94	\$132.29	\$1,014.23
08-19-36-451-011	21947-13618	238 CATALPA DR	\$546.61	\$81.99	\$628.60
08-19-36-452-005	15937-13662	490 CATALPA DR	\$90.38	\$13.56	\$103.94
08-19-36-456-047	29409-26758	251 E 14 MILE RD	\$35.22	\$5.28	\$40.50
08-19-36-457-011	16123-13920	570 BIRD AVE	\$838.82	\$125.82	\$964.64
08-19-36-476-005	23743-13938	686 EMMONS AVE	\$162.93	\$24.44	\$187.37
08-19-36-476-010	15261-13948	780 EMMONS AVE	\$216.04	\$32.41	\$248.45
08-19-36-478-009	26587-27872	790 SMITH AVE	\$584.14	\$87.62	\$671.76
08-19-36-480-021	29641-14200	986 DAVIS AVE	\$151.96	\$22.79	\$174.75
08-19-36-480-066	24789-14290	731 BIRD AVE	\$180.34	\$27.05	\$207.39
08-19-36-482-038	15897-14386	901 E 14 MILE RD	\$202.41	\$30.36	\$232.77
08-19-36-482-045	19179-14400	1057 E 14 MILE RD	\$466.31	\$69.95	\$536.26
08-19-36-482-064	15754-14333	832 BIRD AVE	\$877.93	\$131.69	\$1,009.62
08-19-36-483-005	15877-14440	1135 E 14 MILE RD	\$339.54	\$50.93	\$390.47
08-20-30-153-039	11937-14720	1709 DERBY RD	\$1,145.23	\$171.78	\$1,317.01
08-20-30-153-041	11933-14724	1771 DERBY RD	\$893.30	\$134.00	\$1,027.30
08-20-30-176-013	11925-14732	1889 DERBY RD	\$980.06	\$147.01	\$1,127.07
08-20-30-301-004	00088-11274	1185 MANCHESTER RD	\$1,918.83	\$287.82	\$2,206.65
08-20-30-301-032	00000-11468	BUCKINGHAM AVE VACANT	\$184.52	\$27.68	\$212.20
08-20-30-327-019	35087-15102	1997 PEMBROKE RD	\$1,626.33	\$243.95	\$1,870.28
08-20-30-328-007	23289-15116	1938 PEMBROKE RD	\$991.27	\$148.69	\$1,139.96
08-20-30-328-086	32881-15274	1767 GRAEFIELD RD UNIT 121	\$160.05	\$24.01	\$184.06
08-20-30-328-089	32473-15280	1791 GRAEFIELD RD UNIT 124	\$308.98	\$46.35	\$355.33
08-20-30-329-004	29223-15392	1886 GRAEFIELD RD UNIT 4	\$95.81	\$14.37	\$110.18
08-20-30-329-035	09441-15454	1750 GRAEFIELD RD UNIT 35	\$402.63	\$60.39	\$463.02
08-20-30-329-052	23607-15488	1702 GRAEFIELD RD UNIT 52	\$278.49	\$41.77	\$320.26
08-20-30-329-075	09533-15534	1642 GRAEFIELD RD UNIT 75	\$939.95	\$140.99	\$1,080.94
08-20-30-329-080	31267-15544	1628 GRAEFIELD RD UNIT 80	\$550.33	\$82.55	\$632.88
08-20-30-352-020	08821-15704	1383 YORKSHIRE RD	\$1,734.69	\$260.20	\$1,994.89
08-20-30-353-002	08903-15708	1150 YORKSHIRE RD	\$1,418.39	\$212.76	\$1,631.15
08-20-30-354-008	30783-15760	1610 BUCKINGHAM AVE	\$26.72	\$4.01	\$30.73
08-20-30-356-013	22765-15850	1489 E MAPLE RD	\$1,409.75	\$211.46	\$1,621.21
08-20-30-356-020	08945-15864	101 CAMBRIDGE ST	\$441.26	\$66.19	\$507.45
08-20-30-376-005	08753-15874	1763 DORCHESTER RD	\$2,299.68	\$344.95	\$2,644.63
08-20-30-401-012	11894-01123	2202 DERBY RD	\$411.92	\$61.79	\$473.71
08-20-30-402-033	26411-16314	2281 MANCHESTER RD	\$1,317.15	\$197.57	\$1,514.72
08-20-30-403-016	25343-16350	2590 PEMBROKE RD	\$854.78	\$128.22	\$983.00

08-20-30-404-014	24143-16410	2246 MANCHESTER RD	\$2,110.79	\$316.62	\$2,427.41
08-20-30-404-016	11467-16414	2282 MANCHESTER RD	\$1,258.71	\$188.81	\$1,447.52
08-20-30-404-017	11435-16416	2015 WINDEMERE RD	\$2,120.87	\$318.13	\$2,439.00
08-20-30-404-022	33593-16426	2107 WINDEMERE RD	\$750.81	\$112.62	\$863.43
08-20-30-404-032	11405-16446	2287 WINDEMERE RD	\$418.17	\$62.73	\$480.90
08-20-30-406-006	28527-16522	2388 WINDEMERE RD	\$629.13	\$94.37	\$723.50
08-20-30-406-030	29679-16570	2527 BUCKINGHAM AVE	\$306.36	\$45.95	\$352.31
08-20-30-426-007	11871-16590	2424 DERBY RD	\$937.48	\$140.62	\$1,078.10
08-20-30-426-063	27977-16702	807 COOLIDGE HWY	\$280.72	\$42.11	\$322.83
08-20-30-427-015	34387-16732	2603 MANCHESTER RD	\$2,736.29	\$410.44	\$3,146.73
08-20-30-428-021	11359-16812	2735 WINDEMERE RD	\$1,215.22	\$182.28	\$1,397.50
08-20-30-428-031	33315-16832	657 COOLIDGE HWY	\$1,071.88	\$160.78	\$1,232.66
08-20-30-451-018	35361-16942	2109 DORCHESTER RD	\$562.45	\$84.37	\$646.82
08-20-30-453-010	32503-17048	2252 DORCHESTER RD	\$282.72	\$42.41	\$325.13
08-20-30-455-003	10819-17122	2064 YORKSHIRE RD	\$1,117.33	\$167.60	\$1,284.93
08-20-30-456-008	10787-17190	2510 YORKSHIRE RD	\$2,491.06	\$373.66	\$2,864.72
08-20-30-477-015	10913-17318	2896 DORCHESTER RD	\$657.57	\$98.64	\$756.21
08-20-30-478-074	25965-27944	2711 E MAPLE RD	\$181.31	\$27.20	\$208.51
08-20-30-478-076	25969-27948	2721 E MAPLE RD	\$634.36	\$95.15	\$729.51
08-20-30-478-077	25971-27950	2723 E MAPLE RD	\$242.98	\$36.45	\$279.43
08-20-30-478-078	25973-27952	2725 E MAPLE RD	\$124.54	\$18.68	\$143.22
08-20-30-478-079	25975-27954	2727 E MAPLE RD	\$216.66	\$32.50	\$249.16
08-20-30-478-080	25979-27956	2731 E MAPLE RD	\$58.74	\$8.81	\$67.55
08-20-30-478-082	25983-27960	2735 E MAPLE RD	\$229.82	\$34.47	\$264.29
08-20-30-478-083	25985-27962	2737 E MAPLE RD	\$150.86	\$22.63	\$173.49
08-20-31-101-024	09013-17532	1171 YOSEMITE BLVD	\$738.42	\$110.76	\$849.18
08-20-31-103-002	31419-17664	1136 VILLA RD	\$1,077.52	\$161.63	\$1,239.15
08-20-31-127-016	25179-17918	1679 VILLA RD	\$1,178.52	\$176.78	\$1,355.30
08-20-31-127-021	32325-17928	1773 VILLA RD	\$401.10	\$60.17	\$461.27
08-20-31-130-003	10569-18004	1824 HAZEL ST	\$469.72	\$70.46	\$540.18
08-20-31-130-017	10523-18030	1831 BOWERS ST	\$284.72	\$42.71	\$327.43
08-20-31-151-038	35095-18128	1395 HOLLAND ST	\$205.61	\$30.84	\$236.45
08-20-31-151-041	12411-18134	1445 HOLLAND ST	\$367.26	\$55.09	\$422.35
08-20-31-152-011	32499-18174	1622 BOWERS ST	\$829.19	\$124.38	\$953.57
08-20-31-152-036	19409-18224	1645 HAYNES ST	\$497.14	\$74.57	\$571.71
08-20-31-153-066	12621-18390	801 S ADAMS RD	\$671.26	\$100.69	\$771.95
08-20-31-154-041	25739-18474	1315 COLE ST	\$1,644.09	\$246.61	\$1,890.70
08-20-31-154-051	12893-18494	1467 COLE ST	\$253.32	\$38.00	\$291.32
08-20-31-155-030	13185-18568	1155 E LINCOLN ST	\$400.78	\$60.12	\$460.90
08-20-31-155-037	25023-18582	1277 E LINCOLN ST	\$84.79	\$12.72	\$97.51
08-20-31-177-023	19567-18734	1960 HAYNES ST	\$735.43	\$110.31	\$845.74
08-20-31-177-040	23019-18768	1775 HOLLAND ST	\$715.53	\$107.33	\$822.86
08-20-31-177-056	10229-18800	1720 HAYNES ST	\$200.72	\$30.11	\$230.83
08-20-31-177-057	10227-18802	1722 HAYNES ST	\$73.01	\$10.95	\$83.96
08-20-31-178-005	12557-18812	1654 HOLLAND ST	\$139.14	\$20.87	\$160.01
08-20-31-178-036	34675-18874	1669 WEBSTER ST	\$859.79	\$128.97	\$988.76
08-20-31-178-050	12713-18902	1899 WEBSTER ST	\$62.71	\$9.41	\$72.12
08-20-31-178-068	29653-30210	1629 WEBSTER ST	\$1,057.11	\$158.57	\$1,215.68
08-20-31-179-023	35329-18970	1954 WEBSTER ST	\$125.17	\$18.78	\$143.95
08-20-31-179-034	31411-18992	1695 COLE ST	\$64.13	\$9.62	\$73.75
08-20-31-179-047	24011-19018	1859 COLE ST	\$297.58	\$44.64	\$342.22
08-20-31-180-001	13123-19042	1602 COLE ST	\$455.75	\$68.36	\$524.11
08-20-31-252-006	24415-19214	2182 COLE ST	\$371.88	\$55.78	\$427.66
08-20-31-301-021	13255-19268	1474 E LINCOLN ST	\$427.73	\$64.16	\$491.89
08-20-31-301-038	28095-19302	1285 RUFFNER AVE	\$354.44	\$53.17	\$407.61
08-20-31-302-003	13433-19358	33828 WOODWARD AVE	\$847.10	\$127.07	\$974.17
08-20-31-302-007	26207-19366	1188 RUFFNER AVE	\$44.33	\$6.65	\$50.98
08-20-31-304-013	13515-19506	1364 HUMPHREY AVE	\$216.04	\$32.41	\$248.45
08-20-31-304-016	34239-19512	1404 HUMPHREY AVE	\$180.58	\$27.09	\$207.67

08-20-31-304-038	13565-19556	1423 BENNAVILLE AVE	\$537.14	\$80.57	\$617.71
08-20-31-304-046	13581-19572	1559 BENNAVILLE AVE	\$252.64	\$37.90	\$290.54
08-20-31-329-009	33503-19790	1968 W MELTON RD	\$1,120.07	\$168.01	\$1,288.08
08-20-31-329-013	28189-19798	1845 HUMPHREY AVE	\$2,211.11	\$331.67	\$2,542.78
08-20-31-330-018	23901-19850	1711 BANBURY ST	\$553.70	\$83.06	\$636.76
08-20-31-331-016	13845-19892	1999 SHEFFIELD RD	\$807.12	\$121.07	\$928.19
08-20-31-331-025	13905-19910	1875 BANBURY ST	\$1,744.17	\$261.63	\$2,005.80
08-20-31-332-009	13959-19934	1770 BANBURY ST	\$1,582.70	\$237.41	\$1,820.11
08-20-31-352-008	13697-20006	1392 CHAPIN AVE	\$683.21	\$102.48	\$785.69
08-20-31-352-014	31899-20018	1484 CHAPIN AVE	\$1,151.60	\$172.74	\$1,324.34
08-20-31-352-020	21731-20030	1590 CHAPIN AVE	\$198.48	\$29.77	\$228.25
08-20-31-352-032	29049-29510	1505 EMMONS AVE	\$412.77	\$61.92	\$474.69
08-20-31-353-007	15293-20066	1250 EMMONS AVE	\$810.23	\$121.53	\$931.76
08-20-31-353-017	29565-20086	1257 DAVIS AVE	\$321.60	\$48.24	\$369.84
08-20-31-353-021	15321-20094	1307 DAVIS AVE	\$591.39	\$88.71	\$680.10
08-20-31-355-036	15461-20312	1347 SMITH AVE	\$451.69	\$67.75	\$519.44
08-20-31-356-004	19785-20330	1761 TAUNTON RD	\$962.16	\$144.32	\$1,106.48
08-20-31-358-033	15857-20520	1293 E 14 MILE RD	\$422.11	\$63.32	\$485.43
08-20-31-358-035	15853-20524	1335 E 14 MILE RD	\$249.33	\$37.40	\$286.73
08-20-31-377-008	14157-20626	1621 TORRY ST	\$650.46	\$97.57	\$748.03
08-20-31-377-012	14039-20634	1626 TAUNTON RD	\$692.67	\$103.90	\$796.57
08-20-31-426-011	00000-11548	2450 COLE ST B	\$115.87	\$17.38	\$133.25
08-20-31-452-017	25865-21184	1827 S ETON ST	\$918.69	\$137.80	\$1,056.49
08-20-31-452-028	34631-21206	1704 MANSFIELD RD	\$822.06	\$123.31	\$945.37
08-20-31-453-009	14507-21240	1629 MANSFIELD RD	\$834.15	\$125.12	\$959.27
08-20-31-455-001	21637-21334	2100 BRADFORD RD	\$145.33	\$21.80	\$167.13
			\$202,194.57	\$30,329.23	\$232,523.80



MEMORANDUM

Department of Public Services

DATE: April 19, 2021
TO: Thomas M. Markus, City Manager
FROM: Carrie Laird, Parks and Recreation Manager
APPROVED: Lauren A. Wood, Director of Public Services
SUBJECT: Holiday Lights 2021 Purchase

INTRODUCTION:

In 2019, the Department of Public Services changed the timing of ordering holiday lights to March instead of July or August based on better pricing at this time of year. The lights will be purchased now for use in the 2021-2022 holiday season.

BACKGROUND:

The City uses LED (light-emitting diode) lights to decorate all of the street trees in Downtown Birmingham for the holidays, including Maple, Old Woodward, Pierce, Hamilton, Henrietta, Martin, Merrill, Brown, Peabody, Townsend, and Adams. The holiday decorating program also includes City Properties such as City Hall, the Department of Public Services, the Library, parking structures and Shain Park, using LED lights. Prior to 2010, the same locations were decorated with incandescent lights. LED holiday lights consume seventy-five percent less energy than their incandescent counterparts. Over 400 trees in Birmingham are decorated with LED lights.

The Birmingham Shopping District (BSD) participates in the holiday lighting program by budgeting for a portion of the decorated trees. The BSD endorses the purchase of "warm white" LED lights based on recommendations from merchant meetings and the BSD maintenance committee. It should be noted, a percentage of this purchase will be reimbursed by the BSD for material and installation services.

Whenever possible, when turning off lights for the season, DPS holiday lights crews leave the lights in the canopy of mature trees. The reason we are able to do so is the growth rate is much slower for mature trees such as those located on Hamilton ROW, Henrietta, Pierce Street, Peabody, and South Old Woodward. We have found that the maximum length of time that lights may be left in mature trees is three years. The third year can be maintenance intensive as leaving the lights up in the canopies does negatively contribute to the lifespan of the lights: they are exposed to UV light, dust, debris and critters. Budgeting for new lights every year allows the Department of Public Services to replace older lights that have remained in canopies for two to three years as needed.

As our core downtown has changed over the past three years or so, we have accounted for the additional trees in our purchasing plan for lights. Since the recently planted trees are not at maturity yet, it is necessary to remove the lights for the growing season. This results in the LED's lasting slightly longer, however, this task is very labor intensive. The LED lights that are removed seasonally from the actively growing trees must be replaced regularly as well, but as mentioned above, their life is extended an additional one to two years over and above the three-year mark.

Sealed bids were opened on Tuesday, April 13, 2021 for the cost of 3000 sets of warm white LED lights to supply the City's holiday decorating program. Two bidders responded. The result of the sealed bids follows in the table below.

Company	Bid Price	Deviations
Wintergreen Corporation	\$29,910.00	No
Christmas Designers	\$35,850.00	No

LEGAL REVIEW:

The City attorney reviewed this RFP prior to bidding.

FISCAL IMPACT:

This purchase for these supplies are included in the 2020-2021 Approved Budget. Funds for this purchase have been budgeted in the General Fund-Community Activities Operating Supplies account #101-441.004.729.0000 and the General Fund- Property Maintenance Operating Supplies account # 101-441.003-729.0000. The Birmingham Shopping District (BSD) reimburses by way of journal entry for a portion of this purchase and labor to install at the end of each season.

PUBLIC COMMUNICATIONS:

There are no public communications needed for this purchase.

SUMMARY:

The Department of Public Services recommends awarding the Holiday Lights 2021 purchase to the lowest qualified bidder, Wintergreen Corporation. Their proposal is for the specified LED commercial grade products. We have purchased LED lights from this vendor in the past and have been completely satisfied with the product and service delivered. The lights have a three (3) year warranty.

In March of 2020, the City purchased 3000 sets of LED lights for \$26,250.00 for a total of \$26,250.00, equaling \$8.75 per set. In March of 2019, the City purchased 2500 sets of the same type of lights for a total purchase price of \$22,425.00, which equals \$8.97 per set. This 2021 purchase of 3000 sets totaling \$29,910.00 equals \$9.97 per set.

ATTACHMENTS:

Attached is the Bidder's Agreement with warranty information, Cost Proposal, Delivery Date, and Iran Sanctions Act Vendor Certification Form. A signed Agreement and Insurances have not been required documents as part of the purchase of holiday lights or supplies.

SUGGESTED 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 # 101-441.003-729.000 for this purchase.

Limited Warranty

1. Supplier warrants to City that from the date of shipment of the lights that such will be free from material defects in material and workmanship and will warranty the electrical wiring and accessories, the replacement bulbs and the LED string lights for three (3) years.
2. Supplier shall not be liable for a breach of the warranty unless:
 - City gives written notice of the defect, reasonably described to Supplier within thirty (30) days of the time when City discovers or ought to have discovered the defect.
 - Supplier returns such lights to Supplier, if requested.
 - Supplier will have twenty-one (21) days to replace or repair the lights.

Mich. STREB 4-12-2021
PREPARED BY DATE
(Print Name)

Director OF Sales 4-12-2021
TITLE DATE

M. Streb MSTREB@WINTERGREENCORP.COM
AUTHORIZED SIGNATURE E-MAIL ADDRESS

WINTERGREEN CORPORATION 205
COMPANY

205 CURIE DR. ALPHARETTA, GA. 30005 678-775-5039
ADDRESS PHONE

WINTERGREEN CORP. 678-775-5039
NAME OF PARENT COMPANY PHONE

205 CURIE DRIVE 676-775039
ADDRESS ALPHARETTA GA
30005

**ATTACHMENT B - COST PROPOSAL
HOLIDAY LIGHTS 2021**

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

COST PROPOSAL Holiday Lights		
ITEM	QUANTITY	TOTAL AMOUNT 2021
LED 5 mm warm white, 70 count lights per set, full wave, full rectified, warm white bulbs, Steady, not twinkle. 1 piece construction, non-silicone husk, UL Listed. 4" spacing. Lead length 6", tail length 6". 22 AWG wire (green). String length no less than 23 feet.	Uom # 74009 <hr/> 3000 SETS \$997 EA.	\$29,910 ⁰⁰
Voluntary Alternate (Attach Detailed Description)		
Delivery (If additional) N/A	_____	_____
TOTAL DELIVERED	3000 SETS	\$ 29,910 ⁰⁰

Firm Name WINTERSGREN CORPORATION

Authorized signature MZ SLOAN Date 4-12-2021

**ATTACHMENT C – DELIVERY DATE
HOLIDAY LIGHTS 2021**

In order for the bid to be considered valid, the delivery date attachment must be completed.

DELIVERY DATE BY JUNE 30, 2021



Our company can meet the required delivery date as described above



Our company cannot meet the required delivery date as described above

Reason/Alternate date(s): _____

Firm Name _____

Authorized signature Michael S. Stutz Date 4-12-2021

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
HOLIDAY LIGHTS 2021**

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

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

MICHAEL L. STREB 4-12-2021
PREPARED BY DATE
(Print Name)

DIRECTOR OF SALES 4-12-2021
TITLE DATE

Michael L. Streb MSTREB@WINTERGREENCORP.COM
AUTHORIZED SIGNATURE E-MAIL ADDRESS

WINTERGREEN CORP.
COMPANY

205 CURIE DR. ALPHARETTA, GA. 30005 678-775-5039
ADDRESS PHONE

WINTERGREEN CORP. 678-775-5039
NAME OF PARENT COMPANY PHONE

205 CURIE DR ALPHARETTA, GA 30005
ADDRESS

50-2529180
TAXPAYER I.D.#



MEMORANDUM

Planning Division

DATE: April 20th, 2021

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis

APPROVED: Jana L. Ecker, Planning Director

SUBJECT: Set a Public Hearing 720 N. Old Woodward – Vinewood Bistro – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for a proposed new bistro in the lower level of an existing 2-story commercial building at the northern end of Downtown Birmingham.

BACKGROUND:

Vinewood Kitchen & Cocktails was selected by the City Commission on October 26, 2020 as one of five bistro applications to move forward to contend for one of the two new bistro licenses that may be approved each calendar year. During the selection process, the applicant described Vinewood as a modern casual American restaurant with a “modern meets rustic” interior ambiance.

On February 24th, 2021, the Planning Board postponed the Special Land Use, Final Site Plan and Design Review citing concerns with the proposed Wintergarden, Planning Division and other departmental comments, delivery issues, a lack of a clear floor plan, and the dumpster configuration.

On April 10th, 2021, the Planning Board recommended DENIAL to the City Commission of the Special Land Use Permit, Final Site Plan and Design Review citing conflicts with Article 3, Section 3.04 (C)(10), dumpsters/solid waste, and noise/lighting concerns.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date for May 24th, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 720 N. Old Woodward – Vinewood Bistro.

ATTACHMENTS:

Please find attached the following documents for your review:

- Draft Special Land Use Permit Resolution
- Planning Division Report
- Site/Design Plans
- Meeting Minutes
- Application & Supporting Documents

SUGGESTED RESOLUTION:

To set a public hearing date for May 24th, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 720 N. Old Woodward – Vinewood Bistro.

Vinewood Kitchen & Cocktails
720 N. Old Woodward
Special Land Use Permit 2021

WHEREAS, VINEWOOD KITCHEN & COCKTAILS filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment utilizing BISTRO license in the Downtown Birmingham Overlay District in accordance Article 3, Section 3.04(C)(10) of Chapter 126, Zoning, of the City Code;

WHEREAS, the land for which the Special Land Use Permit Amendment is sought is located on the east side of N. Old Woodward, south of Oak;

WHEREAS, The land is zoned O-2, and is located in the D-2 zone within the Downtown Birmingham Overlay District, which permits the operation of food and drink establishments serving alcoholic liquors using a BISTRO license with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit Amendment to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The applicant submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for VINEWOOD KITCHEN & COCKTAILS to operate at 720 N. OLD WOODWARD;

WHEREAS, The Planning Board on APRIL 10, 2021 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended DENIAL to the City Commission to permit a new food and drink establishment utilizing a BISTRO license citing conflicts with Article 3, Section 3.04 (C)(10), dumpsters/solid waste, and noise/lighting concerns.

WHEREAS, The applicant has agreed to provide all requested information and to comply with the requests of all City departments;

WHEREAS, The Birmingham City Commission has reviewed VINEWOOD KITCHEN & COCKTAILS' Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that VINEWOOD KITCHEN & COCKTAILS' application for a Special Land Use Permit, Final Site Plan and Design Review at 720 N. OLD WOODWARD is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. VINEWOOD KITCHEN & COCKTAILS will close outdoor dining areas at midnight each day of the week AND 11 PM on Sunday;

2. VINEWOOD KITCHEN & COCKTAILS shall abide by all provisions of the Birmingham City Code; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, VINEWOOD KITCHEN & COCKTAILS and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of VINEWOOD KITCHEN & COCKTAILS to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that VINEWOOD KITCHEN & COCKTAILS is recommended for the operation of a food and drink establishment serving alcoholic beverages on premises, with a BISTRO license, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on May 24, 2021.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Division

DATE: April 14th, 2021

TO: Jana Ecker, Planning Director

FROM: Nicholas Dupuis, City Planner

SUBJECT: 720 N. Old Woodward – Vinewood Bistro – Special Land Use Permit, Final Site Plan & Design Review (ALL UPDATES IN BLUE TEXT)

The subject site, 720 N. Old Woodward, is currently used as a 2-story commercial building fronting onto N. Old Woodward. The applicant has submitted a Special Land Use and Final Site Plan/Design Review application for the introduction of a new bistro in the lower level tenant space. Due to the existing grade on site, the lower level is visible above grade at the rear of the building, which fronts the Rouge River, and is the area proposed to house the outdoor dining required at all bistros in Birmingham. Aside from the new outdoor patio, there are limited changes being proposed to the building exterior and site.

Vinewood Kitchen & Cocktails was selected by the City Commission on October 26, 2020 as one of five bistro applications to move forward to contend for one of the two bistro licenses that may be approved each calendar year. During the selection process, the applicant described Vinewood as a modern casual American restaurant with a “modern meets rustic” interior ambiance.

On February 24th, 2021, the Planning Board postponed the Special Land Use, Final Site Plan and Design Review citing concerns with the proposed Wintergarden, Planning Division and other departmental comments, deliveries, a clear floor plan, and the dumpster configuration. The applicant has submitted revised plans and documentation addressing most of the concerns, and the updates can be found in the relevant sections below.

The Birmingham Code of Ordinances states that a contract for transfer and a Special Land Use Permit are required for all licenses approved under Chapter 10 – Alcoholic Liquors. The licensee must comply with all provisions of the contract and special land use permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – 2-Story commercial building
- 1.2 Zoning – O2 (Office Commercial) & D2 (Downtown Overlay)
- 1.3 Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Commercial	Office/Commercial	Public Parking	Multiple-Family Residential
Existing Zoning District	O2 (Office Commercial)	O2 (Office Commercial)	PP (Public Parking)	R6 (Multiple-Family Residential)
Overlay Zoning District	D2	D2	N/A	N/A

2.0 Bistro Requirements

Article 9, Section 9.02, Definitions, of the Zoning Ordinance defines a bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining for no more than 65 people.

Article 3, Section 3.04(C)(10) of the Zoning Ordinance permits bistros in the Downtown Overlay District as long as the following conditions are met:

- a. No direct connect additional bar permit is allowed and the maximum seating at a bar cannot exceed 10 seats;
- b. Alcohol is served only to seated patrons, except those standing in a defined bar area;
- c. No dance area is provided;
- d. Only low key entertainment is permitted;
- e. Bistros must have tables located in the storefront space lining any street, or pedestrian passage;
- f. A minimum of 70% glazing must be provided along building facades facing a street or pedestrian passage between 1' and 8' in height;
- g. All bistro owners must execute a contract with the City outlining the details of the operation of the bistro; and
- h. Outdoor dining must be provided, weather permitting, along an adjacent street or passage during the months of May through October each year. Outdoor

dining is not permitted past 12:00 a.m. If there is not sufficient space to permit such dining on the sidewalk adjacent to the bistro, an elevated, ADA compliant, enclosed platform must be erected on the street adjacent to the bistro to create an outdoor dining area if the Engineering Department determines there is sufficient space available for this purpose given parking and traffic conditions.

- i. Enclosures facilitating year round dining outdoors are not permitted.
- j. Railings, planters or similar barriers defining outdoor dining platforms may not exceed 42" in height.
- k. Outdoor rooftop dining is permitted with the conditions that surrounding properties are not impacted in a negative manner and adequate street level dining is provided as determined by the Planning Board and City Commission. Rooftop dining seats will count towards the total number of permissible outdoor dining seats.

At this time, the applicant appears to meet the requirements listed above. On the interior, the proposed u-shaped bar contains 10 seats and a well defined bar area. There is no dance floor, and there are no indications on the plans there any entertainment will be provided at the proposed restaurant. In totality, the applicant is proposing 64 interior seats, including the 10 at the bar.

As far as exterior conditions, a 38-seat outdoor patio and 26-seat semi-outdoor Winter Garden (64 total) is proposed. However, as noted above, due to the placement of the proposed bistro in the lower level, the patio is located in the rear. Due to this location, there is no traditional storefront in which to place tables. There is a pedestrian walkway located behind the building which accesses several buildings to the north. There have been several decks added to buildings to the north of the subject site that have activated the rear of buildings, and the proposed patio would likely contribute to the activation of this area. In terms of glazing, the applicant is proposing the unique "Winter Garden" semi-enclosed/outdoor space, which is set back into the building behind four fixed wood framed screen panels. The new recessed exterior wall, which is now set 8 ft. 6 in. into the building, is proposed to contain significant glazing.

While technically located outdoors, the proposed Winter Garden does not appear to meet the conditions entirely, in that the means by which it is recessed and enclosed by the first floor above, the existing brick façade and the proposed bronze screen panels almost entirely enclose the space. Although the space is indeed open to the air, it would likely not be as harshly effected by some of the more tolerable months during the outdoor dining offseason. Furthermore, enforcement beyond the permitted outdoor dining season (April-October) would be difficult due to the patio and Winter Gardens placement at the rear and lower level of the building, which is not at all visible from the street, and may not even be evident from any easy vantage point in Parking Lot 6.

Finally, the applicant has indicated that a service station will be provided on the dining patio for trash.

The Vinewood bistro has not yet indicated the hours of operation for the indoor or outdoor dining areas. The placement of the outdoor dining in the rear creates a unique condition for the area in that although the property is not *immediately adjacent* to single or multi-family residentially zoned properties, there are single family residences across the river that may be affected by any noise or light emanating from the proposed patio. The peak summer months of the outdoor dining season may facilitate an improved condition while the foliage along the riverbank is full. However, the reduced natural buffer during the spring and fall may exacerbate any nuisances caused by the dining use. To ensure that the conditions permitting bistros in the Downtown Overlay, **the applicant must submit the indoor and outdoor hours of operation for the proposed restaurant.**

The applicant has submitted two sets of proposed hours for Vinewood, one for summer and one for winter:

Summer Hours:		Winter Hours:	
Monday-Wednesday	11 AM – 12 AM	Monday-Tuesday	3 PM – 12 AM
Thursday-Saturday	11 AM – 1 AM	Wednesday	11 AM – 12 AM
Sunday	10 AM – 11 PM	Thursday-Friday	11 AM – 1 AM
		Saturday	3 PM – 1 AM
		Sunday	10 AM – 11 PM

The applicant has indicated that the proposed hours of operation for the outdoor dining area would be until midnight (12 AM) daily for both seasons. It is unclear at this time if the hours include Sunday nights, in which the indoor hours end at 11 PM. Additionally, the Planning Board requested information on the hours of the two nearest bistros, Market North End and Luxe Bar and Grill. These bistro restaurants have hours listed from 11 AM – 12 PM and 11 AM – 11 PM respectively, Monday through Sunday.

3.0 Setback and Height Requirements

Please see the attached zoning compliance summary sheet for details on setback and height requirements. The following bulk, placement and/or height issues are present:

1. The semi-permanent **roughly 1,323** sq. ft. outdoor dining patio is proposed to be constructed almost entirely on public property. Article 4, Section 4.74 (D)(4)(b) states "above grade encroachments 8 ft. and below: permanent architectural features such as columns, pilasters, belt courses, lintels pediments

and similar features may be approved by the Planning Board to project into the right of way provided they do not create any obstruction and that the encroachment complies with the design review standards set forth in Article 7.” Although the dining platform is not considered any of the architectural elements listed above, there are additional projections below 8 ft. in the form of support posts for the proposed awning in the rear. **The Planning Board should consider the approval, modification, or disapproval of the ROW encroachments at or below 8 ft.**

At this time, the applicant has begun the process of executing a lease agreement with the City for the use of this public property, but no such agreement has been completed at this time. **The applicant must enter into a lease agreement for the use of public property for the outdoor dining patio.**

In addition to the encroachments at 8 ft. and below, there are two encroachments that extend 8 ft. and above the public right-of way. The two proposed canopies measure 8 ft. 6 in. and 10 ft. 6 in. from grade in the front and rear respectively. Article 4, Section 4.74 (D)(4)(c) permits these removable elements to encroach into the right-of-way so long as all encroachments with less than 15 ft. of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 ft., whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure. The rear canopy projects 9 ft. 6 in. into the right of way, but there is no sidewalk present to dictate the projection. The front canopy, however, projects 6 ft. across an existing 6 ft. sidewalk, which does not meet the requirements of the Zoning Ordinance. **The applicant must revise the front canopy projection to measure two-thirds of the width of the sidewalk, or obtain a variance from the Board of Zoning Appeals.**

The applicant has submitted revised plans showing the front canopy projection reduced to 4 ft. The rear canopy projection has been reduced to 5 ft. and has been redesigned without the support posts. Both canopy projections now meet the requirements of Article 4, Section 4.74 (D)(4)(c) of the Zoning Ordinance.

4.0 Screening and Landscaping

- 4.1 Dumpster Screening – The applicant is proposing to utilize two existing dumpsters that are located along the north end of the Parking Lot 6 facility, which is public property. The applicant is proposing to improve the dumpster area by adding a 6 ft. concrete masonry screen walls with a stone cap on two sides, leaving the east and south sides open.

Article 4, Section 4.54 of the Zoning Ordinance requires dumpsters to be screened from view from all adjacent properties by a 6 ft. masonry screen wall with wood gates. However, Section 4.54 (A) allows for flexibility in the materials, size, height and *placement* of walls in order to allow architectural harmony and usable open space and to accomplish a unified design. At this time, the Planning Division recommends that that Planning Board require the applicant to comply with the Zoning Ordinance to the fullest extent with screening on all sides of the dumpsters with wood gates. Therefore, **the applicant must submit revised site plans and details with a fully screened dumpster enclosure with wood gates.**

Additionally, the applicant has not indicated whether or not the restaurant will be utilizing any other common restaurant waste receptacles such as grease disposal or recycling dumpsters. It is the understanding of the Planning Division that the two waste receptacles that the applicant is proposing to utilize are open to use by other businesses, including another restaurant. The Planning Division is not aware of the pickup schedule for these dumpsters, but it would appear as though adding a restaurant use to the area would cause the dumpsters to fill much more rapidly on a regular basis, which would necessitate either additional dumpsters or a more frequent pickup.

This condition is of particular concern due to the dumpsters' proximity to the Rouge River. Any debris overflow would easily be swept by wind or water into the river causing unnecessary and avoidable pollution of this natural resource. **The Planning Board may wish to consider requiring the applicant to add an additional solid waste dumpster, recycling dumpster, and/or grease receptacle to the plans to ensure that the waste receptacles may service the proposed restaurant and other contributors sufficiently.**

The applicant has submitted revised plans with a dumpster enclosure constructed of a 6 ft. painted masonry screen wall with painted wood gates. The applicant has added a grease trap within the enclosure, but has not added any additional trash or recycling dumpsters (proposing to maintain the two existing dumpsters). Additionally, it has come up that there has not been a formal agreement executed by the City and the owner of the dumpster placed in Parking Lot 6 as of yet. Although the proposed dumpster screening meets the requirements of the Zoning Ordinance, the applicant must resolve the issues with the dumpster placement on public property.

4.2 Parking Lot Screening – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility and accompanying screening is required or proposed.

4.3 Mechanical Equipment Screening – The applicant is proposing a new makeup air unit and exhaust fan for the bistro on the rooftop adjacent to 5 additional existing RTU's. The applicant is proposing to add roughly 171 ft. of prefabricated corrugated metal to screen all of the new and existing units. The applicant has submitted specification sheets for the proposed screen wall, but has not submitted specification sheets for the new mechanical units or the height of the proposed screen wall to ensure that the units will be fully screened. **The applicant must submit specification sheets for all new RTU's and the proposed height of the screening material to ensure full screening from public view.**

The applicant has submitted revised plans and specification sheets for the rooftop units that demonstrate the new units as fully screened from view by the proposed 8 ft. prefabricated corrugated metal screen.

4.4 Landscaping – The subject site is currently fully developed with no existing landscaping on site. Although no landscaping is required with the introduction of the new bistro, the applicant has proposed 4 small-scale landscaping installments to "green" the space. On the front of the building, the entrance to the Vinewood is proposed to contain Boston Ivy plantings around the front door. The applicant has not shown any planters on the sidewalk in which the ivy would be planted. Rather, it appears as though there may be a small cutout from the sidewalk at the base of the building where the ivy may be planted and grow through a "pocket" behind the wood entrance cladding. This distinction is very important in this area due to the very slim sidewalks present along the N. Old Woodward frontage. **The walking path along this sidewalk must remain unobstructed, and it would seem as though the small cutouts in the sidewalk would both obstruct the sidewalk (if only for a few inches) and create a poor environment for the ivy to survive.**

The applicant is also proposing some Boston Ivy plantings on the exterior of the concrete masonry units that comprise the new outdoor dining facility at the rear and the existing balcony above. **Within the outdoor dining area, six custom wood planters are proposed with seasonal natural river plantings that include grasses and seasonal flowering riverbank types.**

4.5 Streetscape – There are no new streetscape items proposed as a part of this Special Land Use Permit and Final Site Plan/Design Review application. As noted

above, there is no room for any streetscape improvements on the existing sidewalk such as benches, bike racks or waste receptacles.

5.0 Parking, Loading and Circulation

- 5.1 Parking – The subject site is located within the Parking Assessment District. Therefore, no additional off-street parking facility is required or proposed.
- 5.2 Loading – The lower level tenant space measures 3,372 sq. ft. No off-street loading spaces are required for the less than 5,000 sq. ft. commercial use.
- 5.3 Vehicular Circulation and Access – The vehicular circulation and access is proposed to remain the same as is existing. The subject site is currently accessed by two public parking facilities, one on the N. Old Woodward side and one in the rear in Parking Lot 6.
- 5.4 Pedestrian Circulation and Access – Pedestrians are able to access the new bistro space through a front door on the N. Old Woodward façade as well as a back door accessible to patrons parked in the Parking Lot 6 facility.

6.0 Lighting

The applicant is proposing several lighting additions to the rear of the building, outdoor patio, and signage. The lighting proposed includes 6 gas torches, 7 surface mounted downlights underneath the existing balcony, 2 backlit panels beneath the new awnings, 6 recessed downlights in the winter garden, 1 linear wall washing up light, and 9 underwater lights in 3 proposed fountains.

Type	Location	Color	Light Output
Gas Torches	Edge of patio	Black	N/A
LED Downlights	Under balcony	Black?	?
LED Backlight/Strips	Under canopies	Clear	Up to 450 Lumens
LED Wall Washer	Base of wall panel	Metallic	6491-7286 Lumens
Mini LED Spotlight	Beneath umbrella	Black	4.5 Watt/160 Lumens
Recessed Downlights	Wintergarden	White	11 Watt/850 Lumens
LED Sign Lights	Above patio sign	Black	7 Watt

Article 4, Section 4.21 (D)(1) requires all luminaries to be full cutoff or cutoff, as defined in Section 9.02, and positioned in a manner that does not unreasonably invade abutting or adjacent properties. Exception to cutoff luminaries can be made at the discretion of the Planning Board under any of the following conditions:

- a. The distribution of upward light is controlled by means of refractors or shielding to the effect that it be used solely for the purpose of decorative enhancement of the luminaire itself and does not expel undue ambient light into the nighttime environment.
- b. The luminaire is neither obtrusive nor distracting, nor will it create a traffic hazard or otherwise adversely impact public safety, with appropriate methods used to eliminate undesirable glare and/or reflections.
- c. The luminaire is consistent with the intent of the Master Plan, Urban Design Plan(s), Triangle district plan, Rail District plan and/or Downtown Birmingham 2016 Report, as applicable.
- d. The scale, color, design or material of the luminaire will enhance the site on which it is located, as well as be compatible with the surrounding buildings or neighborhood.
- e. Lighting designed for architectural enhancement of building features (i.e. architectural enhancement lighting). Appropriate methods shall be used to minimize reflection and glare.
- f. The site lighting meets all requirements set forth in this ordinance including, but not limited to, light trespass and nuisance violations.

At this time, the linear wall washing up light located at the base of the decorative wall panel is not full cutoff as defined in Section 9.02. The Planning Board should discuss the lighting concept in relation to the residential areas across the river to the east and the neighboring properties.

Additionally, the applicant has not included a photometric study studying the light intensity levels at the property line, or at 5 ft. beyond the property line as permitted for zero-lot-line buildings. The addition of 31 new light fixtures necessitates a photometric study to confirm appropriate light intensity levels. **The applicant must submit a photometric plan showing the light intensity levels 5 ft. beyond the property line.**

The applicant has now submitted a photometric plan demonstrating the proposed light intensity on the site. Article 4, Section 4.21 (E)(1) of the Zoning Ordinance states that the intensity of light on a site shall not 1.5 maintained foot-candles at any property line that abuts a non-residential zoning district. The light intensity shall be measured at 6' above ground level on a vertical plane. Additionally, the intensity of light on a site which provides a front setback of less than 5 ft. shall be measured from 5 ft. beyond the front property line. The photometric plan submitted shows illumination levels far exceeding 1.5 maintained foot candles on both the front and rear elevations. The light intensity is as high as 10.0 at roughly 6 ft. beyond the front property line at the front and as high as 11.6 in the rear at roughly the same distance.

The applicant must submit a revised photometric plan and associated lighting plan, or obtain a variance from the Board of Zoning Appeals.

7.0 Departmental Reports

7.1 Engineering Division – The Engineering Division has provided the following comments:

- The Engineering Division would like to see the grades of the existing elevations of the ground around the planned work area and all final grades to see how it will affect drainage.
- The applicant may be asked to address the failing retaining wall at the northeast side of the patio during the construction of the patio.
- A Soil Erosion Soil Control permit will be required for any work that disturbs the ground.
- The proposed ramp must be evaluated for ADA compliance.

7.2 Department of Public Services – The Department of Public Services has not submitted and comments at this time. All comments received will be shared with the Planning Board as they are received.

7.3 Fire Department – The Fire Department has not provided any comments at this time. All comments received will be shared with the Planning Board as they are received.

7.4 Police Department – The Police Department has no concerns at this time.

7.5 Building Division – The Building Division has provided the following Comments:

As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

Applicable Building Codes:

- 2015 Michigan Building Code. Applies to all buildings other than those regulated by the Michigan Residential Code.
- 2015 Michigan Mechanical Code. (Residential requirements for mechanical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories

in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)

- 2015 Michigan Plumbing Code. (Residential requirements for plumbing construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- 2017 National Electrical Code along with the Michigan Part 8 Rules. (Residential requirements for electrical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)














Review Comments:

- The awning on the N. Old Woodward elevation cannot project over the sidewalk more than two-thirds the width of the sidewalk. (Building Code Section 3202.3.1)
- Encroachments into City Property on the East elevation require City Approval.
- The table and two chairs at the N/W corner of the outdoor dining area appear to encroach into the required length of the landing area of the exit stair door from the tenant space above. The length is required to be 44-inches. (Building Code Section 1010.1.6)
- A guardrail will be required on the open side of the ramp leading up to the exterior dining area where the ramp exceeds 30-inches in height from grade. (Building Code Section 1015.2)
- A fire suppression system may be required if the fire area exceeds the limits in Section 903.2.1.2 of the Building Code.

8.0 Design Review

As noted in the introduction, the overall exterior changes to the building are proposed to be relatively minor in nature. The front of the building will feature an updated entrance for the Vinewood bistro with a new door, wood frame/cladding, and an aluminum folded plate awning. Other changes to the front of the building are the painting of building trim, window frames and the exposed CMU, and a re-shingle of the existing black shingle roof. In the rear, the outdoor dining deck is proposed to be constructed of ~~CMU and exposed aggregate~~ **wood plank decking** with a wire mesh guardrail enclosure. The new entrance in the rear will mimic the front entrance with a new door and awning, and the existing openings in the rear, which formerly contained

windows, are now proposed to contain fixed wood framed bronze screen panels to create the semi-outdoor Winter Garden dining area. A full list of new materials and colors is as follows:

Material	Location	Color
Paint	Front façade building trim, side & rooftop CMU	
Stained Wood	Front door, wood cladding	
Aluminum	Front awning, decorative wall panel	
Concrete Masonry Unit	Rear patio	
Wood Plank Cladding	Patio knee wall	
Wood Decking	Patio, winter garden flooring	
Steel Tubing	ADA ramp handrails	
Welded Wire Mesh	Patio guardrail	
Bronze Mesh	Winter Garden screen panels	
Stained Wood	Rear entry door, mesh panel frames	
Copper Cladding	Ductwork shaft, decorative wall panel	
Canvas	Umbrellas	
Corrugated Metal	RTU screen wall	?
Aluminum	Table tops & chairs	
Glass	New exterior wall behind Winter Garden	?

Signage

The applicant is also proposing 2 new signs as a part of the exterior renovations for the new bistro. The first sign (Sign #1) is located on the front awning/canopy and the second sign (Sign #2) is located on south side of the new patio on the face of the CMU's **wood planks** that comprise the base of the patio. The principal building frontage measures 60 ft., which permits the building up to 60 sq. ft. of signage. The only existing sign on the building is for the first floor tenant, Kohler, which measures 18.5 sq. ft. leaving 41.5 sq. ft. of signage available for other tenants. Sign #1 is proposed to be cut out of the aluminum canopy valence and measures in at 1.3 sq. ft., while Sign #2 is constructed of 8 in. aluminum letters and measures in at 4 sq. ft., which brings the proposed combined sign area to 23.8 sq. ft. (18.5 + 4 + 1.3 = 23.8). Both signs are proposed to be illuminated, Sign #1 with internal LED's and Sign #2 with 3 architectural accent lights.

There are several issues with regards to signage. Sign #1's placement on the front canopy requires the sign to conform to the canopy sign rules, which state that the canopy valence may not exceed 18 in. in height, and the total signage may not exceed 33% of the canopy valence length. **The applicant has designed the canopy valence**

at exactly 18 in. in height, and the area of the lettering, at roughly 1.3 sq. ft., is below the 33% maximum required for canopy signs.

Sign #2 and its proposed location on the CMU's wood plank of the dining platform conflicts with Section 1.3 of the Sign Ordinance that states that no sign shall be erected or placed in the public right-of-way. Although the applicant will be seeking a lease from the City for the private use on public property, the property is still considered public and thus may not contain any signage.

Thus, **the applicant must revise the sign plan proposed to meet the requirements of the Sign Ordinance.**

9.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Photometric Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10.0 Bistro Criteria

Chapter 10, Alcoholic Liquors, section 10-82 provides a limitation on the number of Bistro Licenses that the City Commission may approve, and provides selection criteria to assist the Planning Board and City Commission in evaluating applications for Bistro Licenses. Section 10-82 states:

- (1) New establishments. Two (2) Bistro Licenses may be approved each calendar year to applicants who do not meet the definition of existing establishments as set forth in (a)(1) above. In addition to the usual criteria used by the city commission for liquor license requests, the commission shall consider the following non-exclusive list of criteria to assist in the determination of which of the new establishment applicants, if any, should be approved:

- a. The applicant's demonstrated ability to finance the proposed project.

- b. The applicant's track record with the city including responding to city and/or citizen concerns.
- c. Whether the applicant has an adequate site plan to handle the bistro liquor license activities.
- d. Whether the applicant has adequate health and sanitary facilities.
- e. The establishment's location in relation to the determined interest in the establishment of bistros in the Overlay District and the Triangle District.
- f. The extent that the cuisine offered by applicant is represented in the city.
- g. Whether the applicant has outstanding obligations to the city (ie property taxes, utilities, etc.).

The applicant demonstrated that they will be able to finance the project and maintains a good track record with the City throughout various other property ownerships in the City. The applicant also does not have any outstanding obligations to the City at this time. The bistro plans proposed provide an adequate space to carry out their liquor license activities with proper health and sanitary facilities. The proposed menu that features traditional American cuisine with Mediterranean twists is not over-represented in the area, and it would be the first bistro approved in the northernmost section of Downtown Birmingham.

11.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

In addition, Article 7, Section 7.26 requires applications for a Special Land Use Permit to meet the following criteria:

- (1) The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.
- (2) The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.
- (3) The use is consistent with the public health, safety and welfare of the city.
- (4) The use is in compliance with all other requirements of this Zoning Ordinance.
- (5) The use will not be injurious to the surrounding neighborhood.
- (6) The use is in compliance with state and federal statutes.

12.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** to the City Commission the Special Land Use and Final Site Plan/Design Review application for 720 N. Old Woodward – Vinewood Bistro – with the following conditions:

1. The Planning Board approves/disapproves the outdoor dining patio encroachment into the right-of-way;
2. The applicant must enter into a lease agreement for the use of public property for the outdoor dining patio;
3. The applicant must resolve the issues with the dumpster placement on public property;
4. The applicant must submit a revised photometric plan and associated lighting plan, or obtain a variance from the Board of Zoning Appeals;
5. The applicant must revise the sign plan proposed to meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning appeals; and
6. The applicant must comply with the requests of all City Departments.

13.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review for 720 N. Old Woodward – Vinewood Bistro – with the following conditions:

1. The Planning Board approves/disapproves the outdoor dining patio encroachment into the right-of-way;

2. The applicant must enter into a lease agreement for the use of public property for the outdoor dining patio;
3. The applicant must resolve the issues with the dumpster placement on public property;
4. The applicant must submit a revised photometric plan and associated lighting plan, or obtain a variance from the Board of Zoning Appeals;
5. The applicant must revise the sign plan proposed to meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning appeals; and
6. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 720 N. Old Woodward – Vinewood Bistro – pending receipt of the following:

1. The Planning Board approves/disapproves the outdoor dining patio encroachment into the right-of-way;
2. The applicant must enter into a lease agreement for the use of public property for the outdoor dining patio;
3. The applicant must resolve the issues with the dumpster placement on public property;
4. The applicant must submit a revised photometric plan and associated lighting plan, or obtain a variance from the Board of Zoning Appeals;
5. The applicant must revise the sign plan proposed to meet the requirements of the Sign Ordinance, or obtain a variance from the Board of Zoning appeals; and
6. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend the **DENIAL** to the City Commission the Final Site Plan & Design Review for 720 N. Old Woodward – Vinewood Bistro – for the following reasons:

1. _____
2. _____
3. _____

14.0 Sample Motion Language (*Special Land Use Permit*)

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit for 720 N. Old Woodward – Vinewood Bistro – subject to the conditions of Final Site Plan & Design Review approval.

OR

Motion to **POSTPONE** the Special Land Use Permit for 720 N. Old Woodward – Vinewood Bistro – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend **DENIAL** to the City Commission the Special Land Use Permit for 720 N. Old Woodward – Vinewood Bistro – for the following reasons:

1. _____
2. _____
3. _____

**Zoning Compliance Summary Sheet
Final Site Plan Review
720 N. Old Woodward – Vinewood Bistro**

Existing Site: 2-Story Commercial Building

Zoning: O2 (Office-Commercial), D2 (Downtown Overlay)

Land Use: Office/Commercial

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Commercial	Office/Commercial	Public Parking	Multiple-Family Residential
Existing Zoning District	O2 (Office Commercial)	O2 (Office Commercial)	PP (Public Parking)	R6 (Multiple-Family Residential)
Overlay Zoning District	D2	D2	N/A	N/A

Land Area: Existing: 0.16 ac.
Proposed: 0.16 ac.

Dwelling Units: Existing: 0 units
Proposed: 0 units

Minimum Lot Area/Unit: Required: N/A
Proposed: N/A

Min. Floor Area /Unit: Required: N/A
Proposed: N/A

Max. Total Floor Area: Required: N/A
Proposed: N/A

Min. Open Space: Required: N/A
Proposed: N/A

Max. Lot Coverage: Required: N/A

	Proposed:	N/A
Front Setback:	Required:	0 ft.
	Proposed:	0 ft.
Side Setbacks	Required:	0 ft.
	Proposed:	0 ft.
Rear Setback:	Required:	10 ft.
	Proposed:	5 ft. (no changes proposed)
Min. Front+Rear Setback	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	56 ft.
	Proposed:	37 ft. (no changes proposed)
Min. Eave Height:	Required:	34 ft.
	Proposed:	Existing
Floor-Ceiling Height:	Required:	N/A
	Proposed:	N/A
Front Entry:	Required:	N/A
	Proposed:	N/A
Absence of Bldg. Façade:	Required:	N/A
	Proposed:	N/A
Opening Width:	Required:	N/A
	Proposed:	N/A
Parking:	Required:	0 off-street spaces (Parking Assessment District)
	Proposed:	0 off- street spaces
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	N/A
Parking in Frontage:	Required:	N/A
	Proposed:	N/A
Loading Area:	Required:	None
	Proposed:	None
Screening:		

Parking: Required: None
Proposed: None

Loading: Required: None
Proposed: None

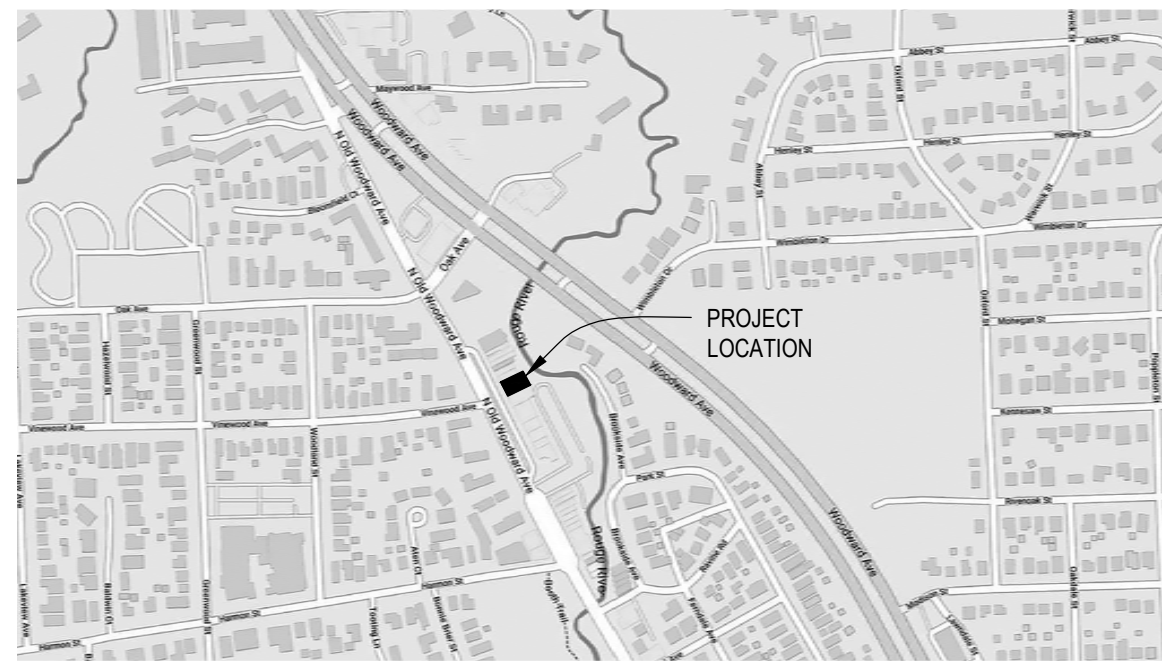
Rooftop Mechanical: Required: Fully screened from public view
Proposed: Corrugated metal panels

The applicant must submit specification sheets for all new RTU's and the proposed height of the screening material to ensure full screening from public view.

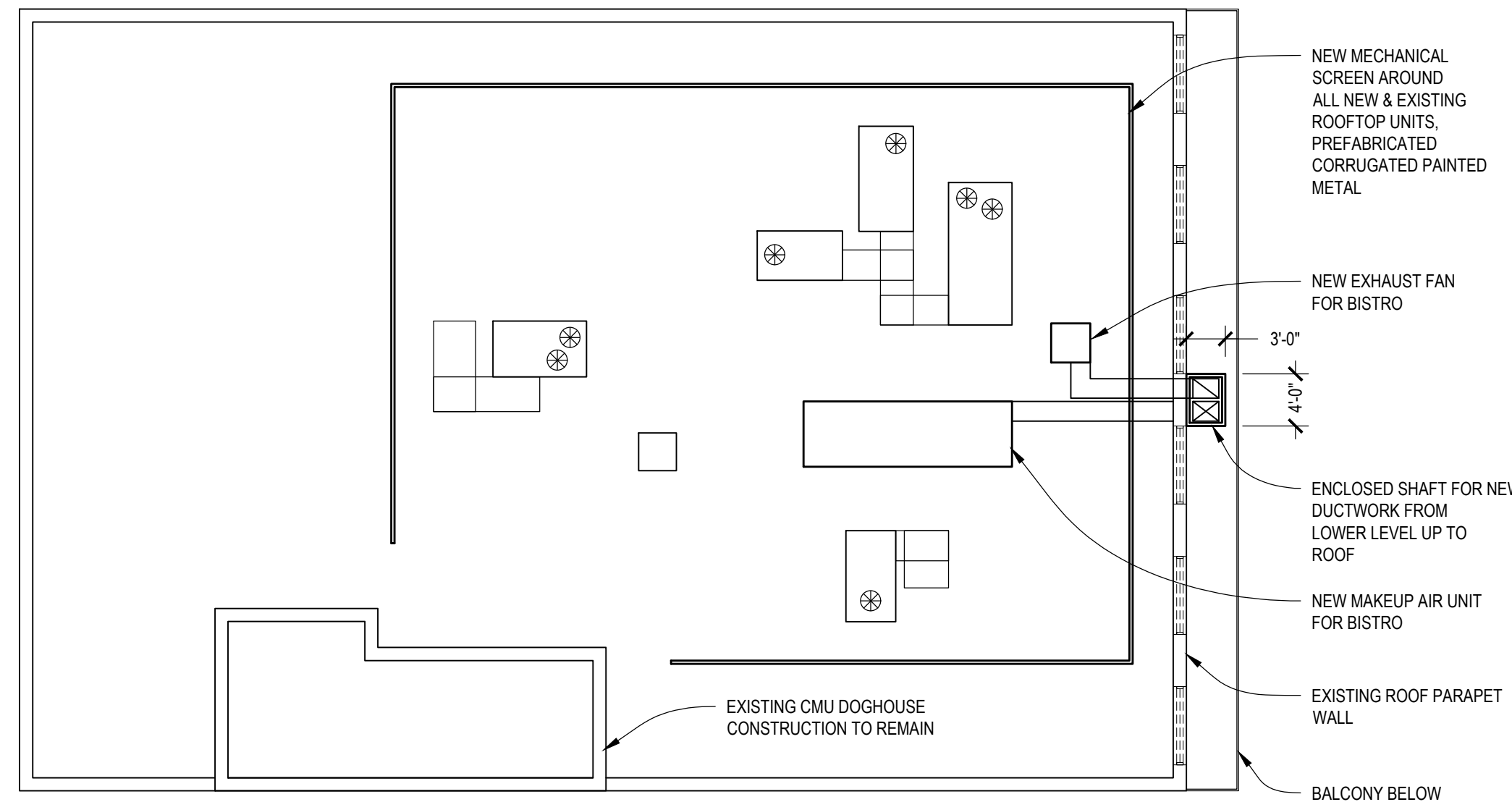
Elect. Transformer: Required: N/A
Proposed: N/A

Dumpster: Required: 6 ft. masonry w/ wood gate
Proposed: 6 ft. masonry, no gate

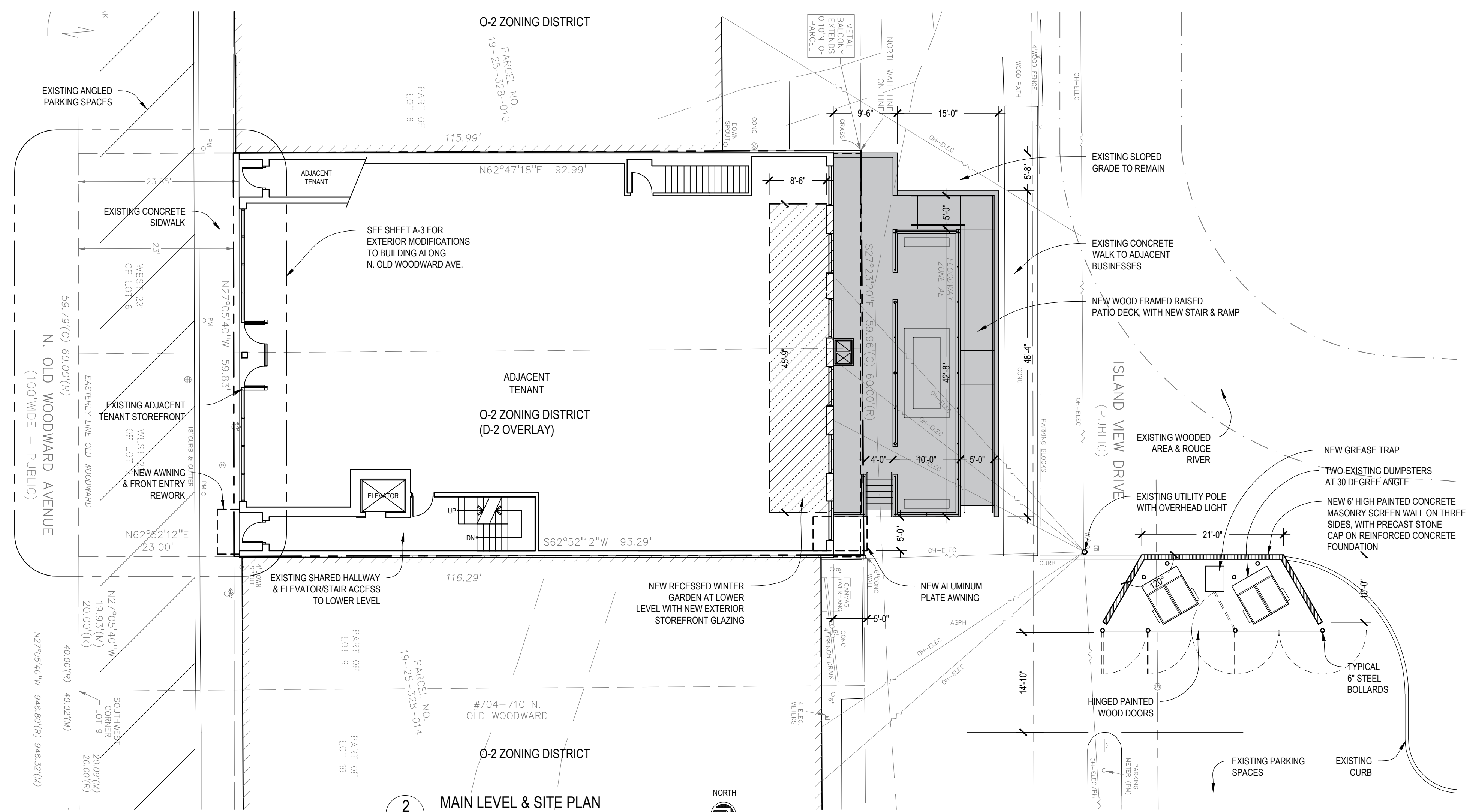
The applicant must submit revised site plans and details with a fully screened dumpster enclosure with wood gates.



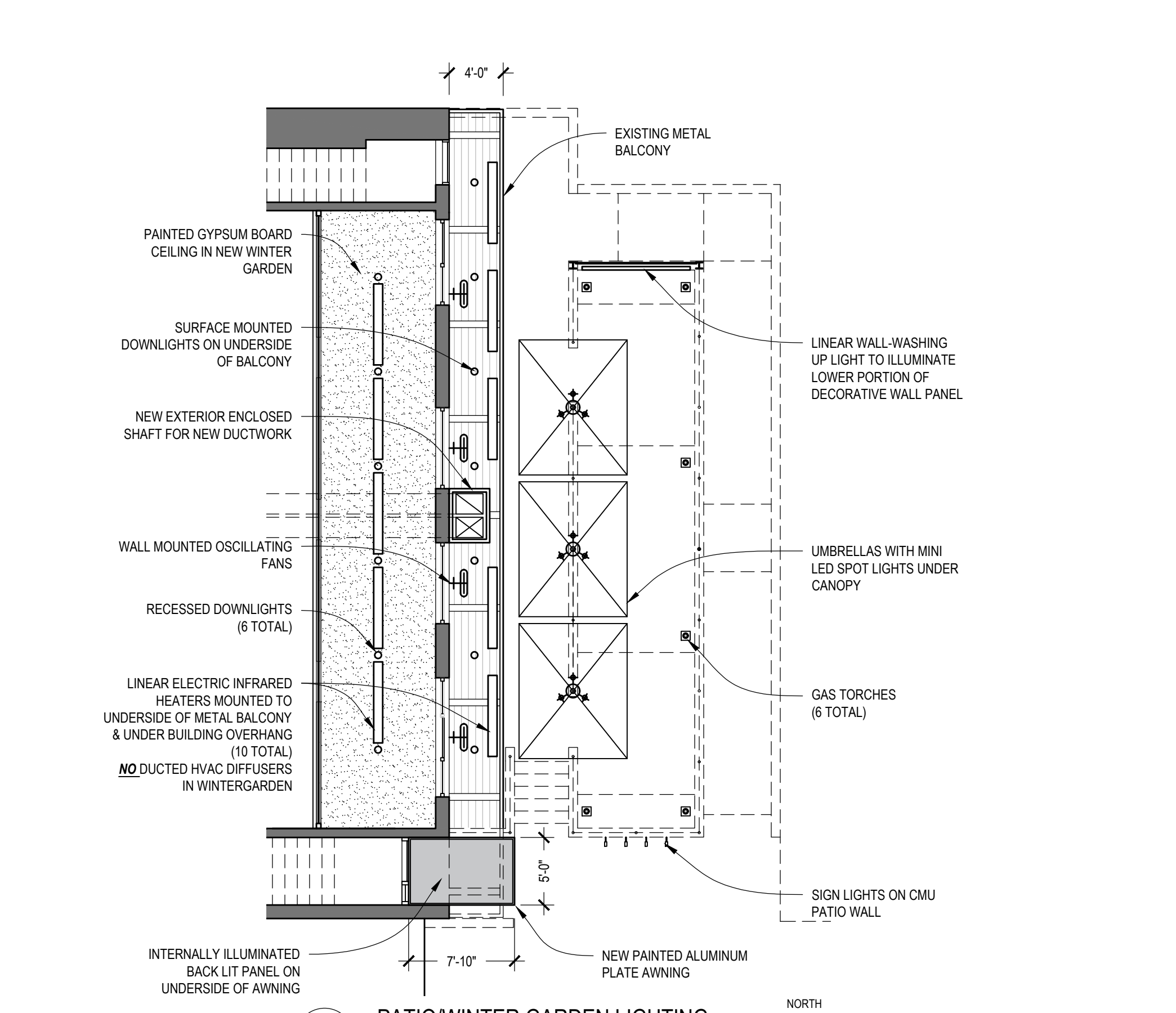
LOCATION MAP
N.T.S.



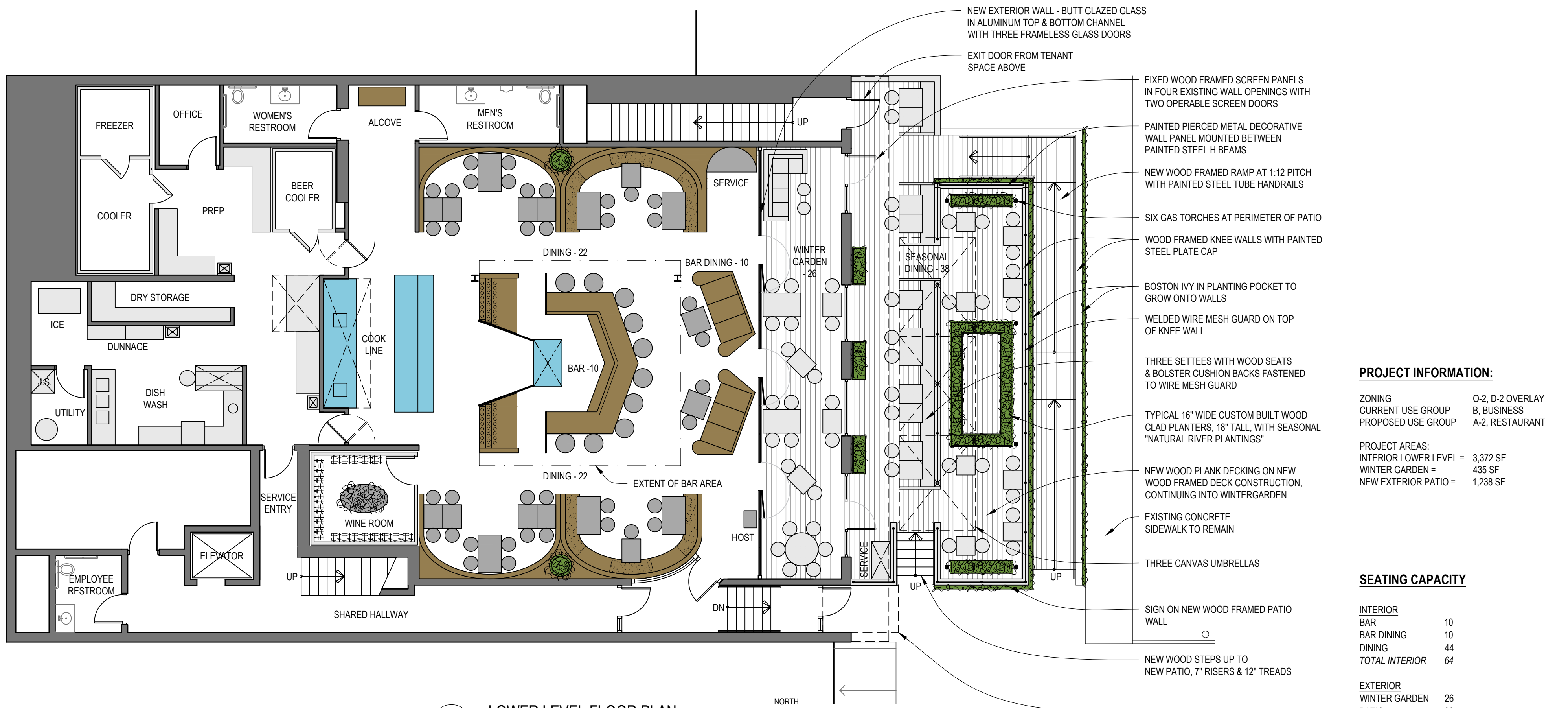
3 ROOF PLAN
scale: 3/32" = 1'-0"



2 MAIN LEVEL & SITE PLAN
scale: 3/32" = 1'-0"



4 PATIO/WINTER GARDEN LIGHTING
scale: 1/8" = 1'-0"



1 LOWER LEVEL FLOOR PLAN
scale: 1/8" = 1'-0"

PROJECT INFORMATION:

ZONING	O-2, D-2 OVERLAY
CURRENT USE GROUP	B, BUSINESS
PROPOSED USE GROUP	A-2, RESTAURANT
PROJECT AREAS:	
INTERIOR LOWER LEVEL =	3,372 SF
WINTER GARDEN =	435 SF
NEW EXTERIOR PATIO =	1,238 SF

SEATING CAPACITY

INTERIOR	
BAR	10
BAR DINING	10
DINING	44
TOTAL INTERIOR	64
EXTERIOR	
WINTER GARDEN	26
PATIO	38
TOTAL EXTERIOR	64

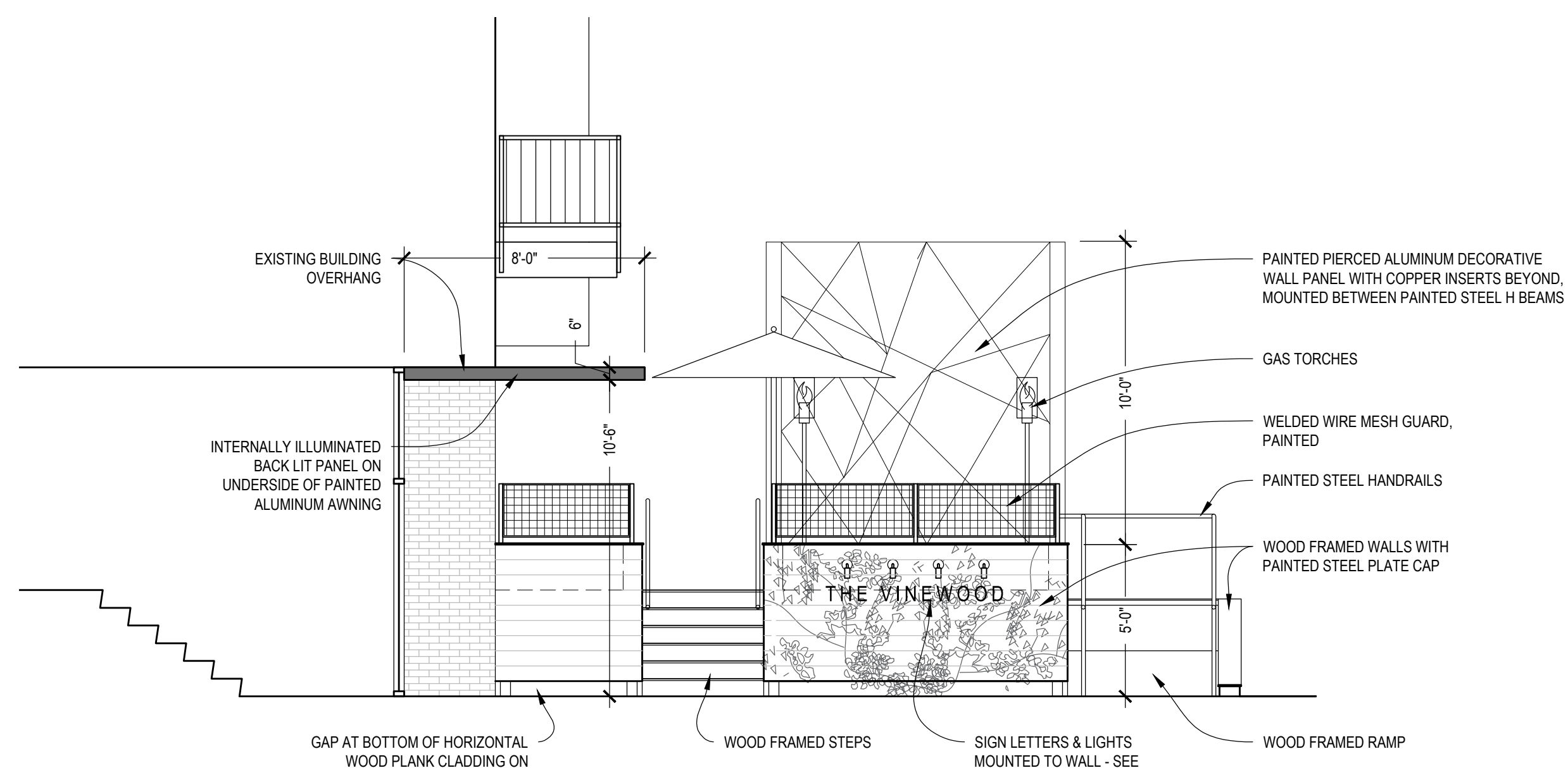
Issue Date:

BISTRO SLUP	2/3/21
REVISION	4/6/21

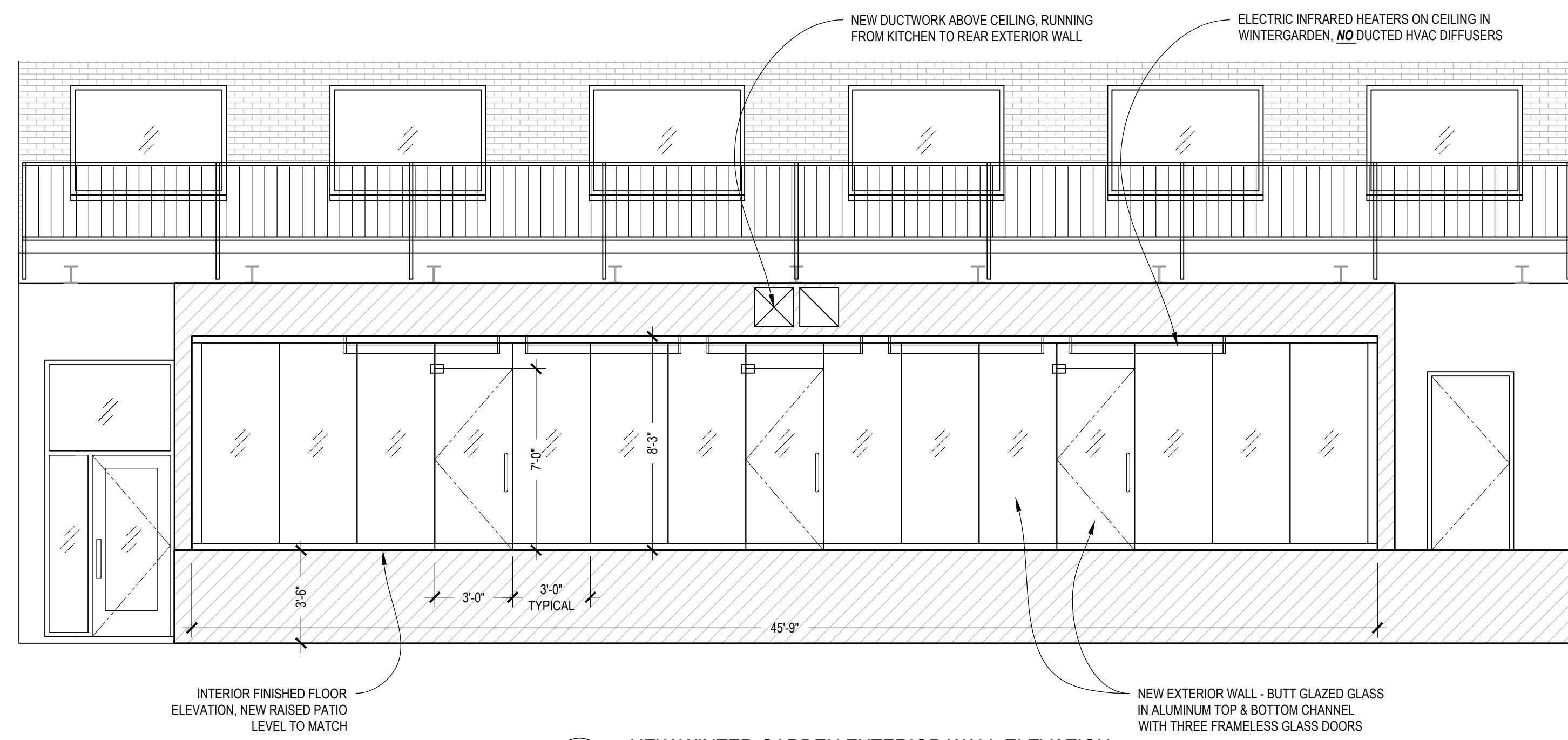
Sheet Title:

FLOOR PLANS

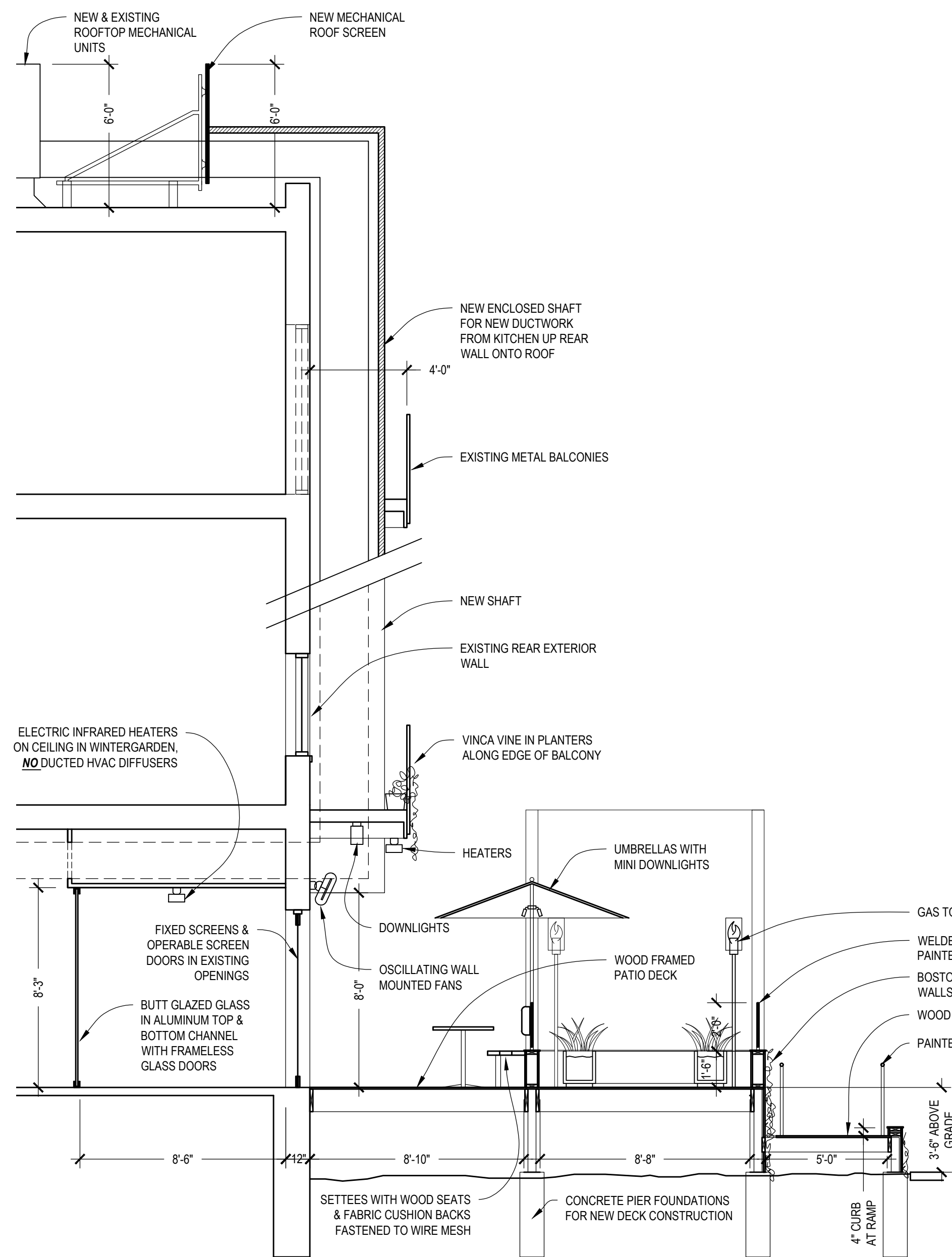
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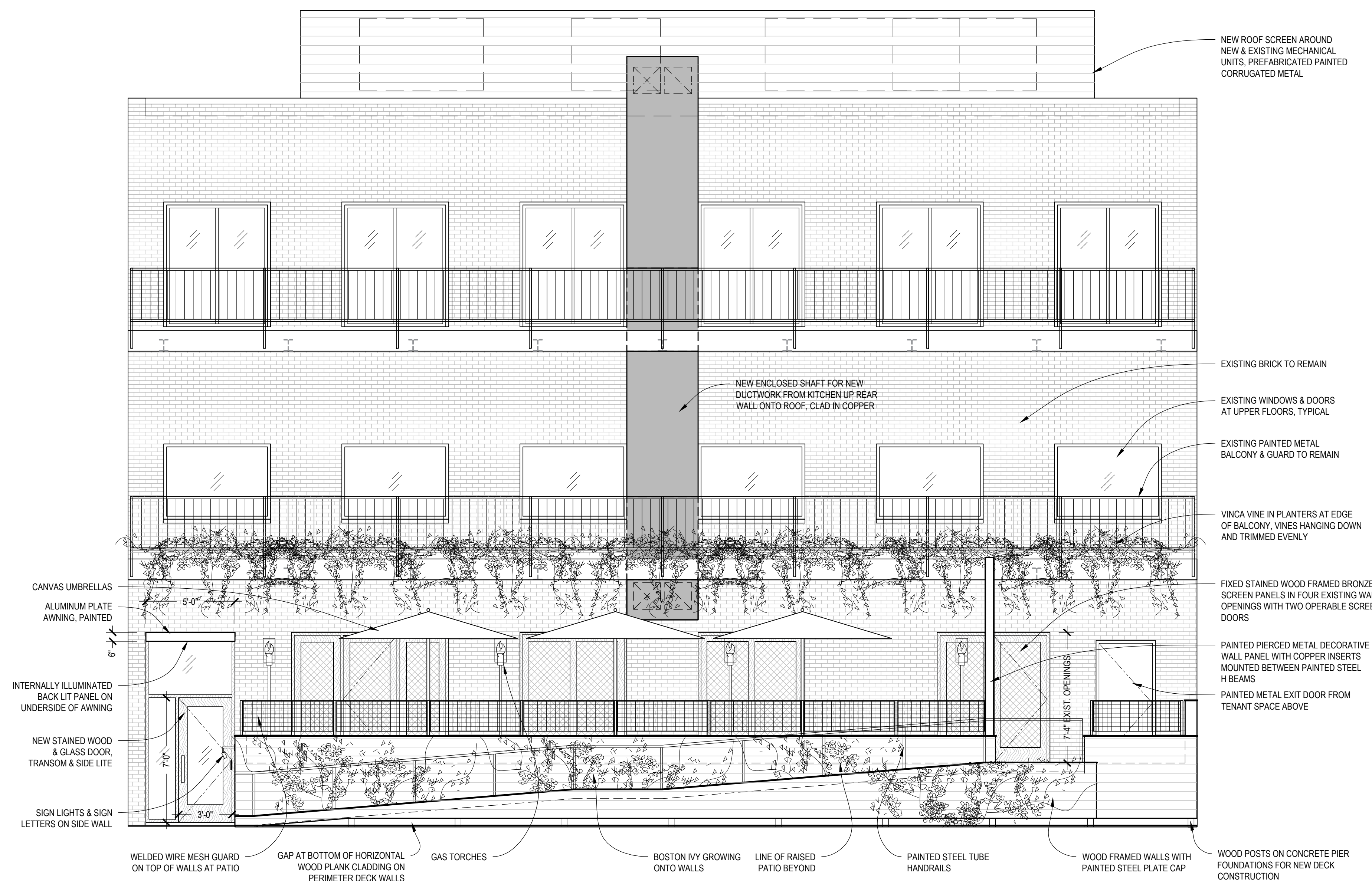
3 SIDE ELEVATION
scale: 1/4" = 1'-0"



2 NEW WINTER GARDEN EXTERIOR WALL ELEVATION
scale: 1/4" = 1'-0"

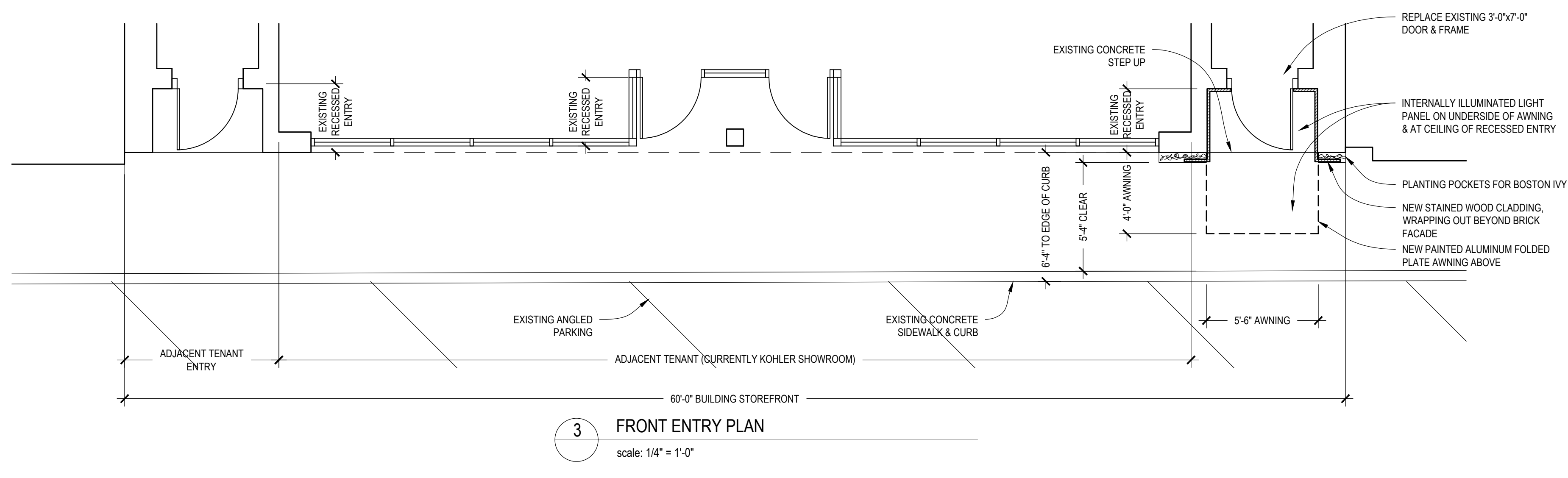
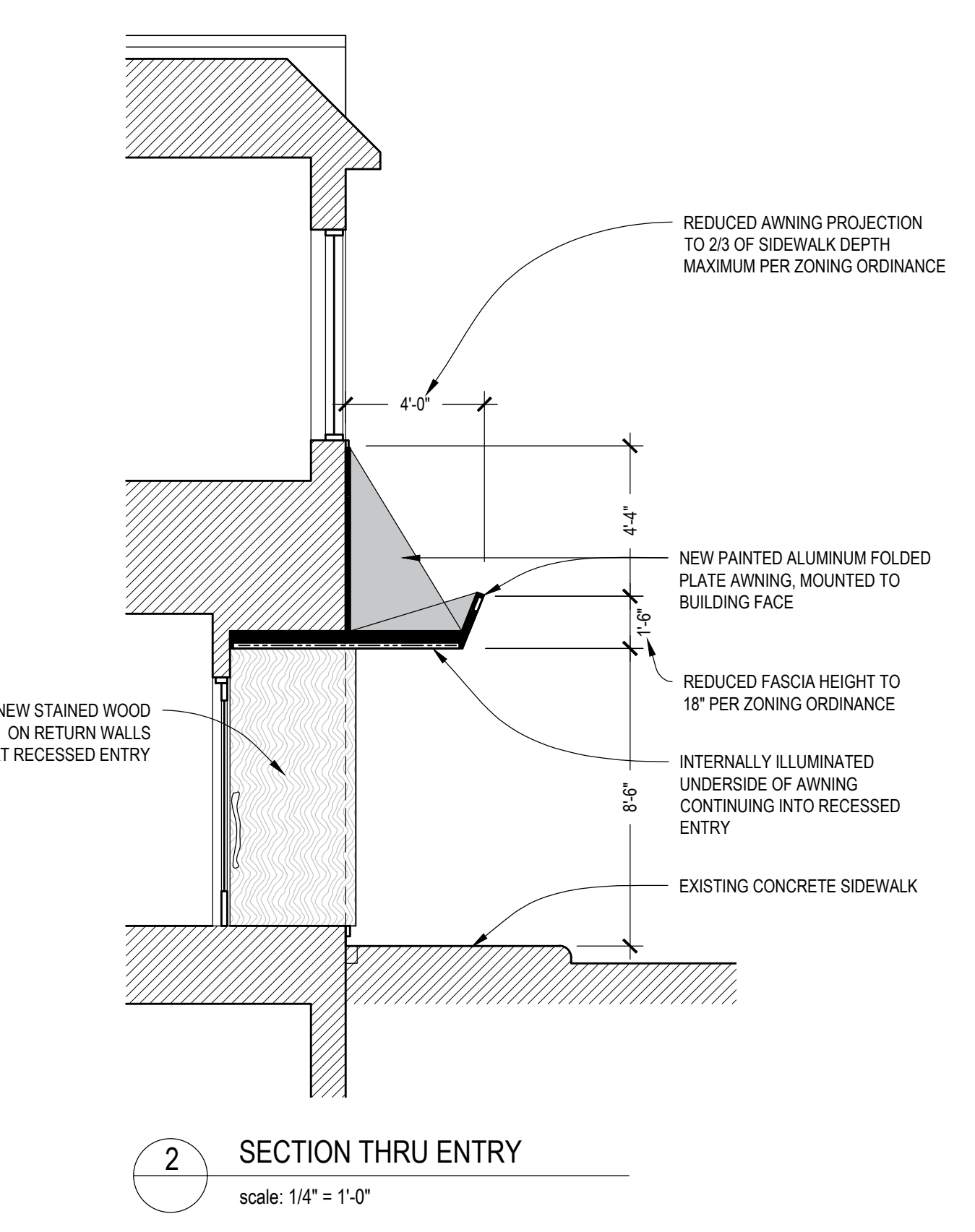
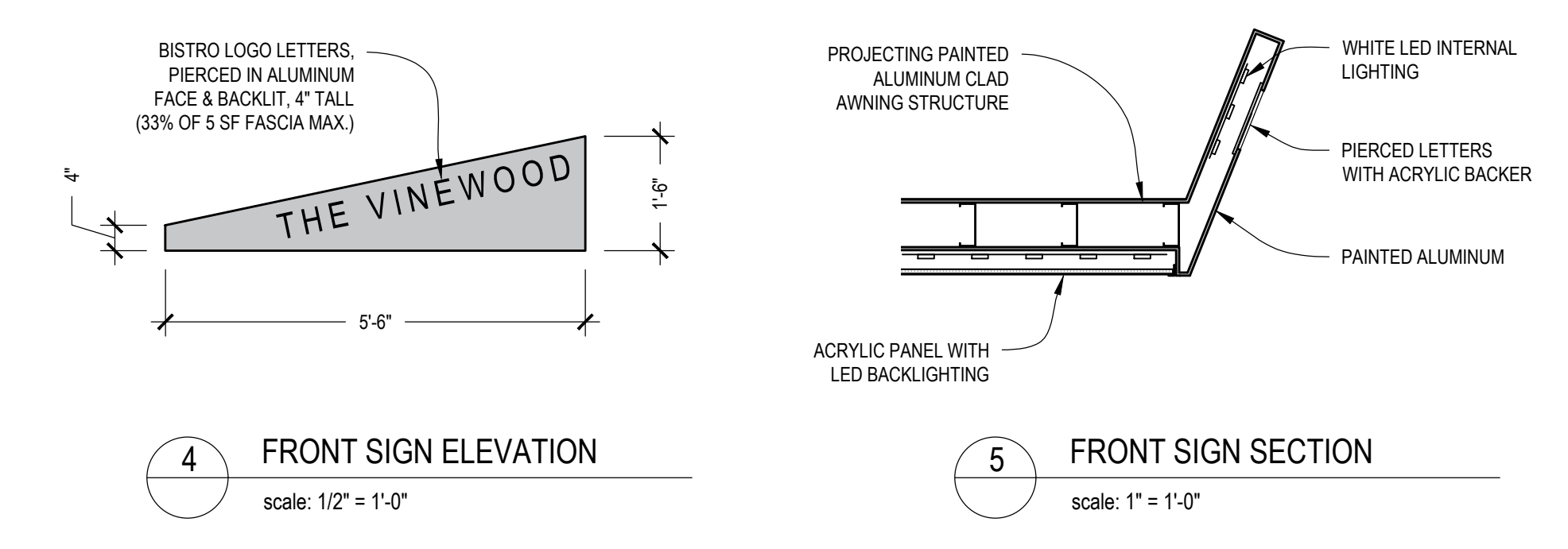
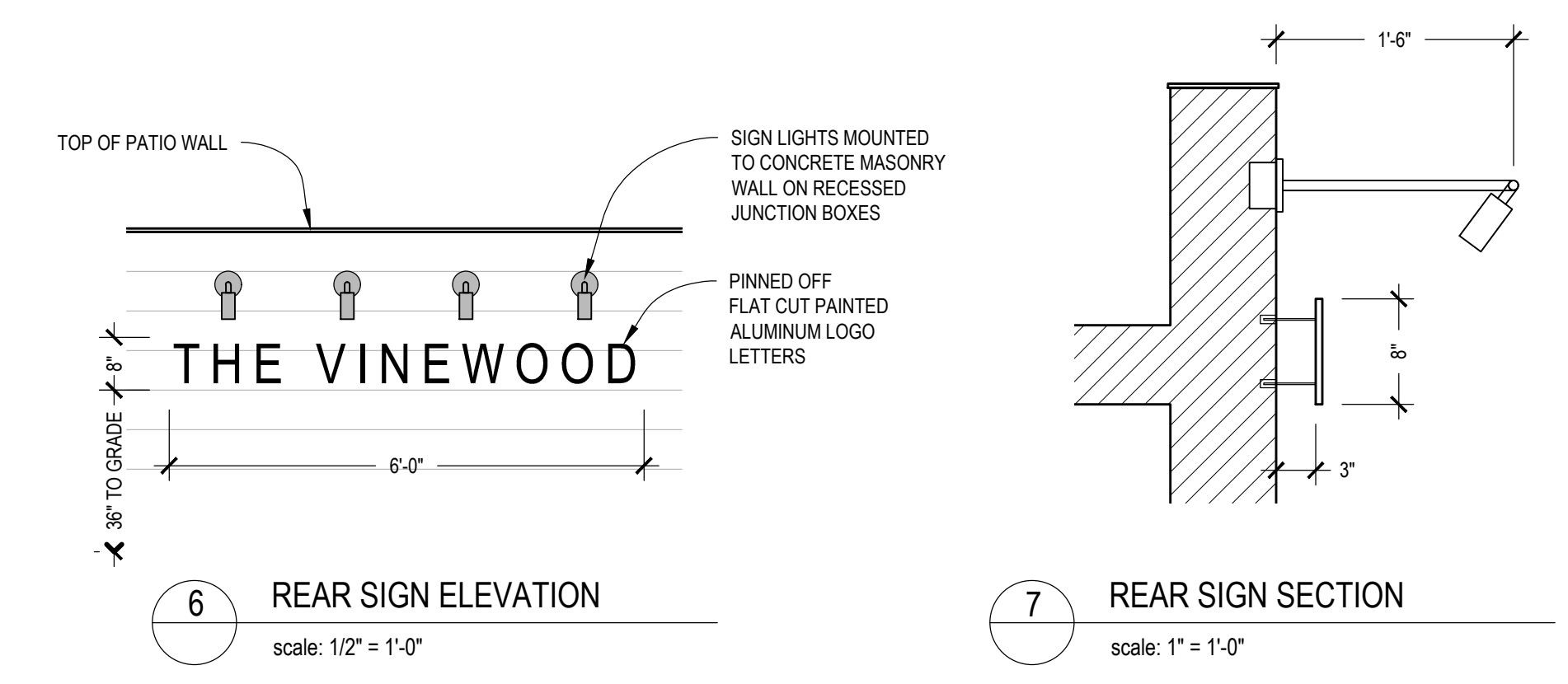


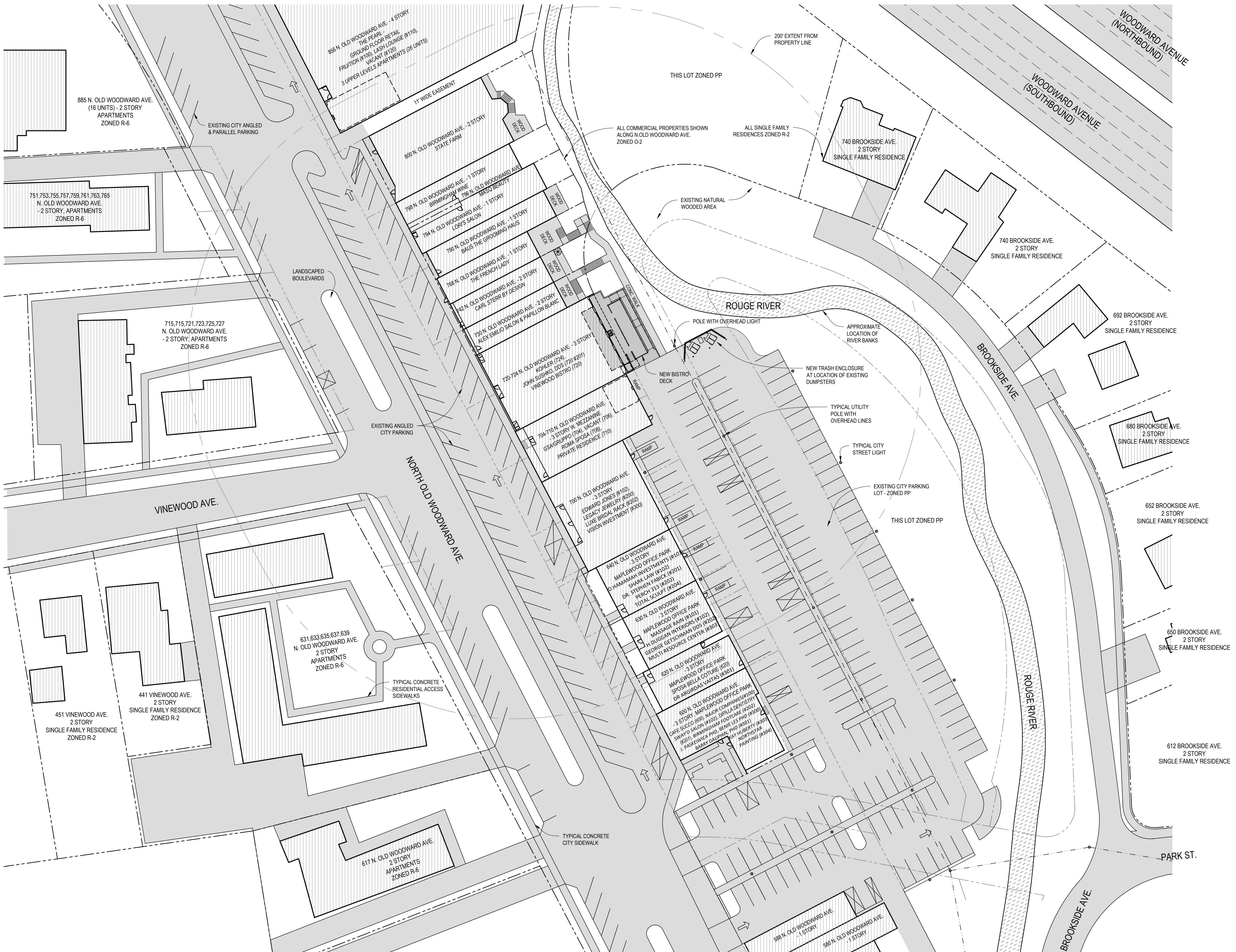
4 SECTION THRU NEW PATIO & WINTER GARDEN
scale: 1/4" = 1'-0"



1 REAR ELEVATION (FACING ROUGE RIVER)
scale: 1/4" = 1'-0"

Issue Date:	
BISTRO SLUP	2/3/21
REVISION	4/6/21





Issue Date:

BISTRO SLIPUP	2/3/21
REVISION	4/6/21

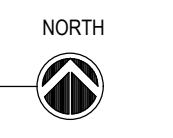
Sheet Title:

SURROUNDING PROPERTIES SITE PLAN

Sheet Number:

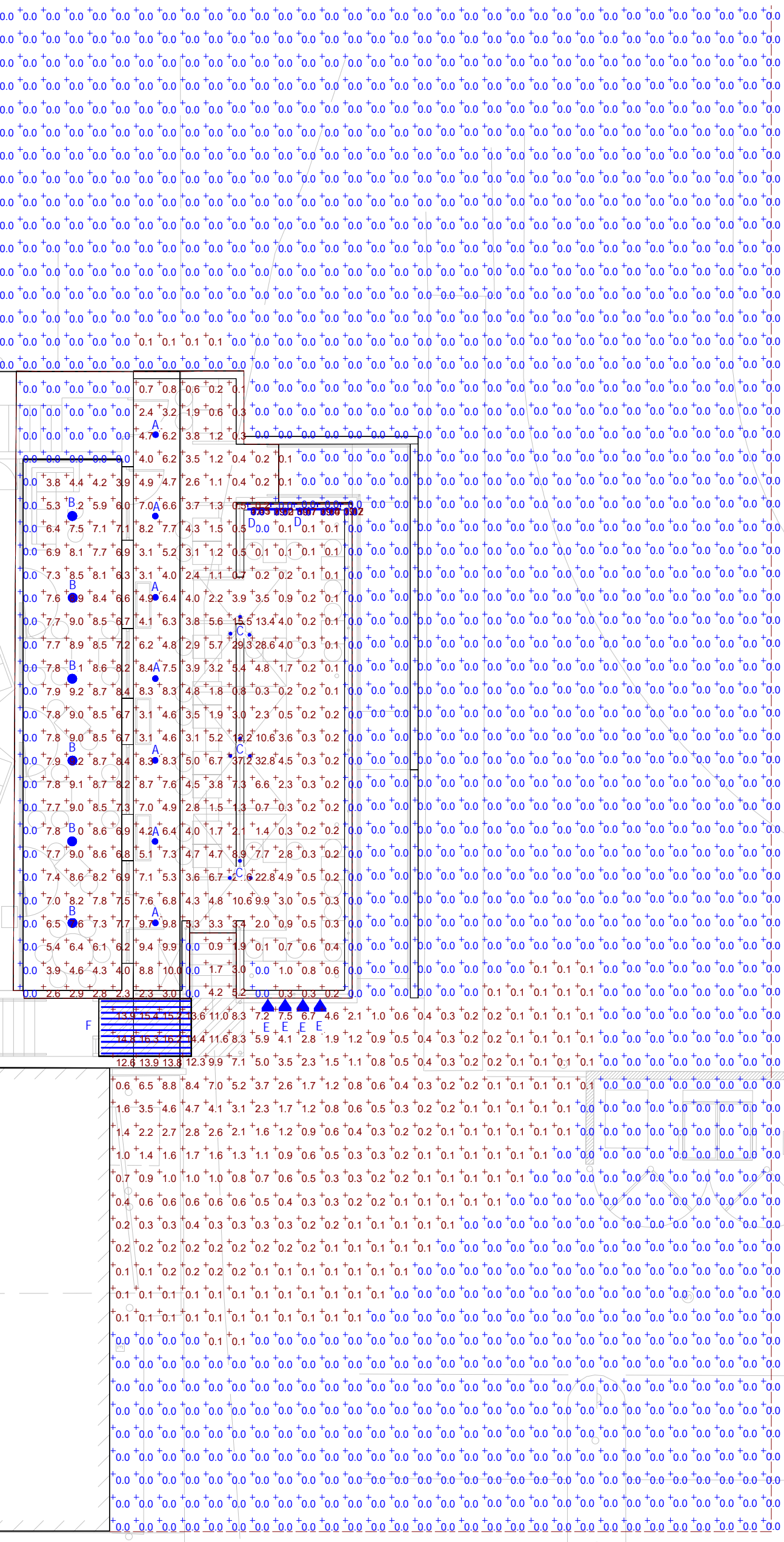
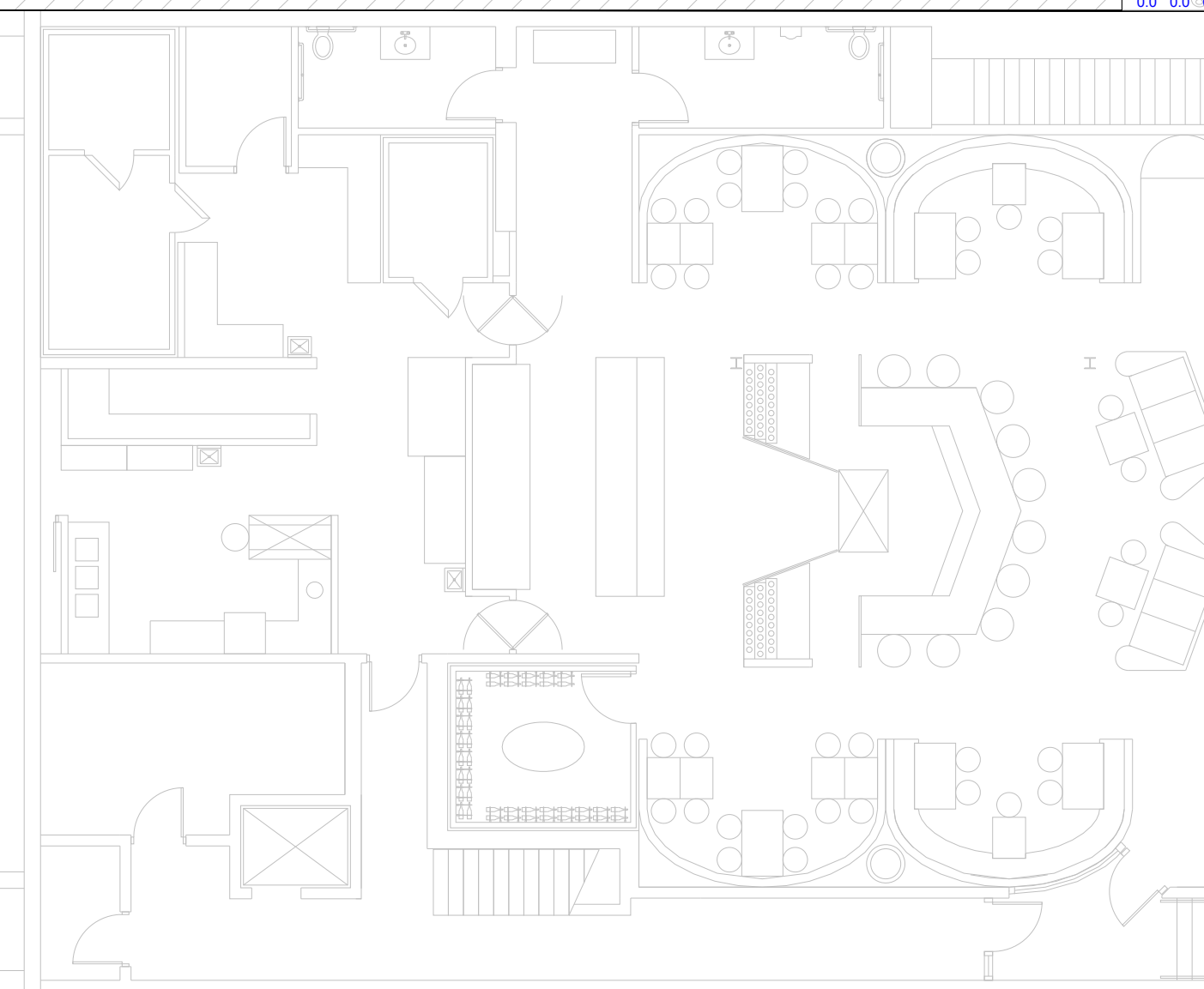
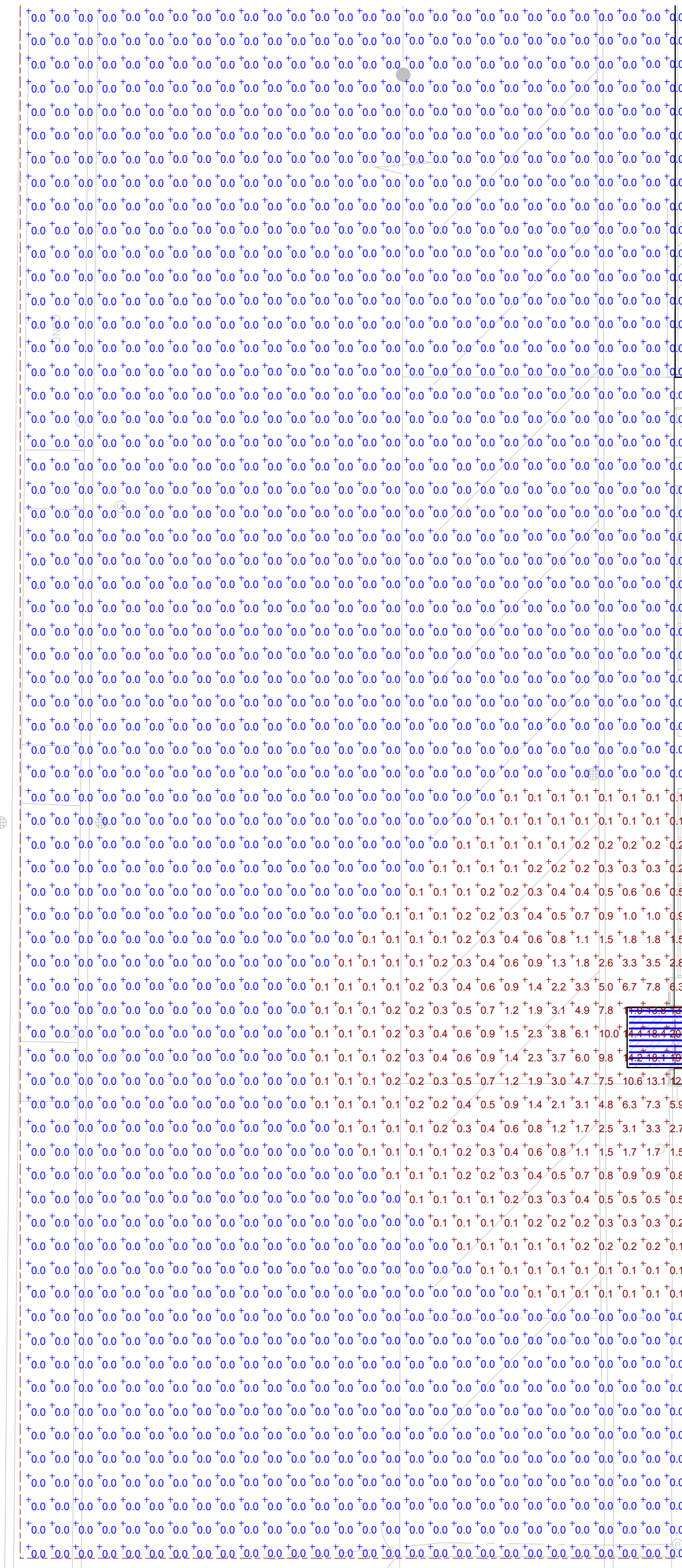
A-4

1 ADJACENT AREAS SITE PLAN
 scale: 1"=30'

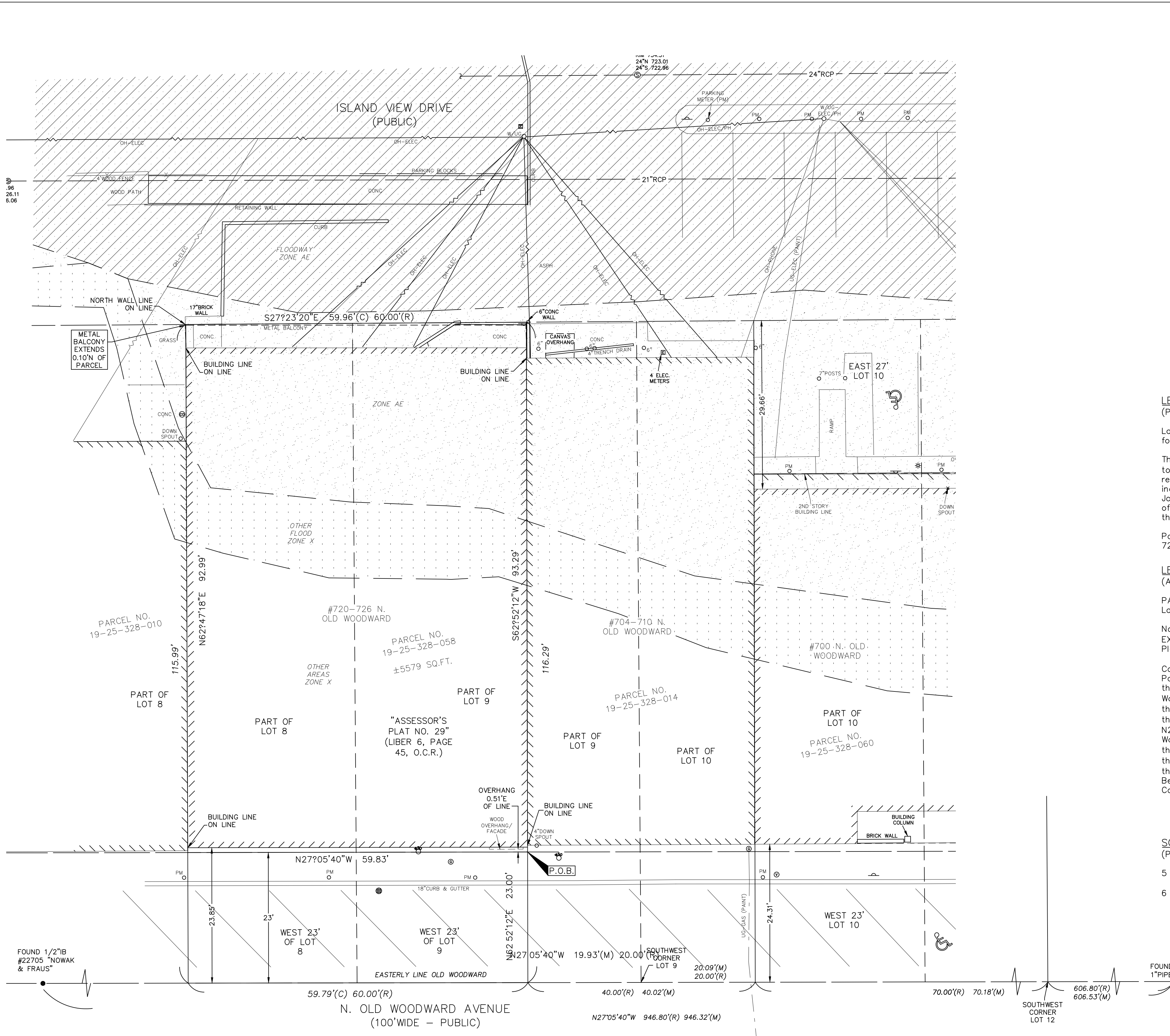




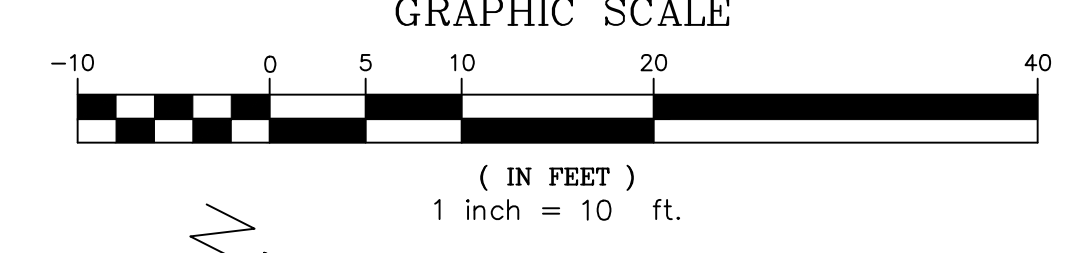
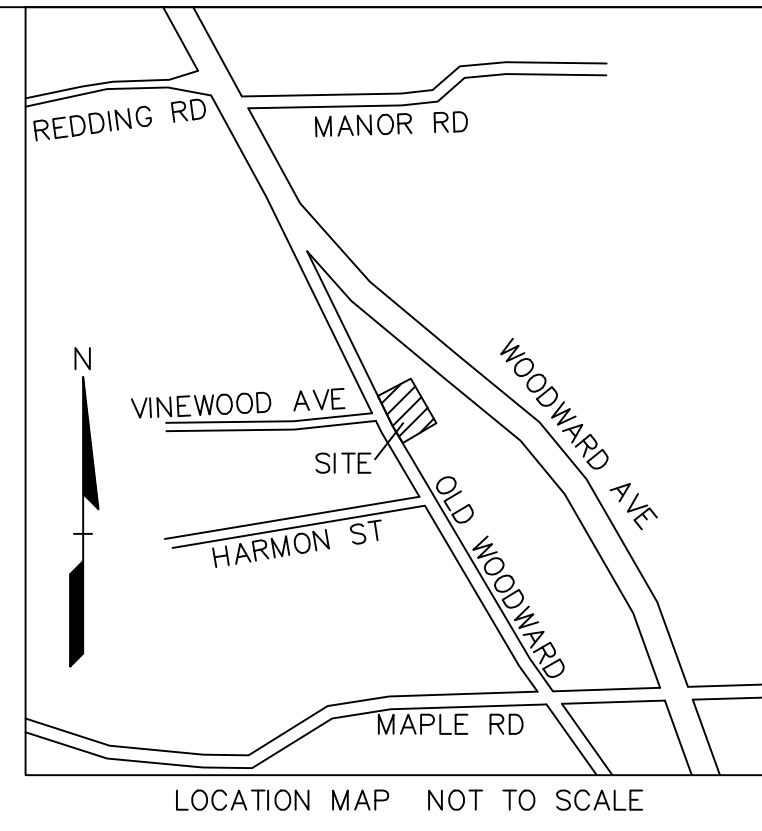
Schedule															
Symbol	Label	Image	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens per Lamp	LLF	Wattage	Distribut ion	Polar Plot	Notes
	A		7	Hydrel	PEPIN 3LED16 30K FL	PEPIN LED 30K 407 (4TH GEN LED)	LED16 - 6W/407FL/3K WW - 3X Nichia 219 w/Khatod Optic	1	PEPIN_3LED16_30K_FL.ies	Absolute	1	5.84	4 X 4		
	B		6	Lithonia Lighting	6JBK RD 30K 90CRI	6" Direct Wire LED Recessed Downlight, 3000K CCT, 120V	LED	1	6JBK_RD_30K_90CRI.ies	840	1	10.9	DIRECT, SC-0=1.22, SC-90=1.23		
	C		9	Hydrel	4620 LED WHI53K MVOLT SP	5"DIA. X 8-1/8"H. 4620 SERIES ACCENT LED FIXTURE 6 COOL WHITE LEDS WITH TIGHT SPOT DISTRIBUTION TEMPERED CLEAR FLAT BOROSILICATE GLASS	6 COOL WHITE LEDS WITH TIGHT SPOT DISTRIBUTION	1	4620_LED_WHT 53K_MVOLT_SP.ies	162	1	9.95	3 X 3		THIS FIXTURE IS A COMPATIBLE SUBSTITUTE FOR FOCUS INDUSTRIES UNDER UMBRELLA LIGHTS - HEADS TO BE AIMED DOWNWARDS, NOT OUTWARDS
	D		2	Hydrel	4750L 4FT 500LMF 30K MFL	4750L Linear LED Flood 4FT 500LMF 30K MFL		1	4750L_4FT_500 LMF_30K_MFL.ies	2350	1	20.98	7 X 5		THIS FIXTURE IS AIMED AT BASE OF DECORATIVE WALL PANEL, NOT UPWARDS
	E		4	B-K LIGHTING, INC.	NS-LED-e66-MFL-13, AR-LED-e66-MFL-13, AR-LED-RM-e66-MFL-13, DS-LED-e66-MFL-13, RM-AR-LED-e66-MFL-13, SN-LED-e66-MFL-13, ST-LED-e66-MFL-13, SF-LED-e66-MFL-13, TF-LED-e66-MFL-13, WS-LED-e66-MFL-13, AW-LED-e66-MFL-13, SW-LED-e66-MFL-13, GO-LED-e66-MFL-13, GO-LED-e66-MFL-13, EC-LED-e66-MFL-13, ED-LED-e66-MFL-13, SM-AR-LED-e66-MFL-13, PM-LED-e66-MFL-13, WM-LED-e66-MFL-13, UL-AR-LED-e66-MFL-13, HP2-LED-e66-MFL-13, CO2-LED-e66-MFL-13, VO-LED-e66-MFL-13, VS-LED-e66-MFL-13	MACHINED CYLINDRICAL METAL HOUSING, 1 BLACK CIRCUIT BOARD WITH 3 LEDS, ONE CLEAR CONICAL PLASTIC OPTIC PER LED WITH FROSTED SURFACE OPPOSITE LED AND SEMI-HEMISPHERICAL RECESSED CENTER TOWARD LED, MOLDED BLACK PLASTIC OPTIC MOUNTING FRAME, CLEAR LINEAR-PRISMATIC FLAT GLASS LENS, IN MACHINED CYLINDRICAL BLACK PAINTED METAL LENS FRAME, LENS PRISMS OUT AND VERTICAL.	THREE WHITE LIGHT EMITTING DIODES (LEDS), AIMED AT THE HORIZON.	3	LED-e66-MFL-13-ITL85924.IES	Absolute	1	6.95			THESE SIGN LIGHTS ARE DIRECTED TOWARDS WALL THAT SIGN IS MOUNTED ONTO
	F		130	Juno Lighting	SM2 FR SL412 27K 80CRI	DEEP CHANNEL FROSTED (1FT SECTION)	SL412 20FT 27K 80CRI (1 FT SECTION)	1	SM2_FR_SL412_27K_80CRI.ies	99	1	4.4	DIRECT, SC-0=1.26, SC-90=1.24		THIS FIXTURE IS USED TO SIMULATE CUSTOM INTERNALLY ILLUMINATED PANEL, WITH CONTINUOUS LED STRIPS AT 6" O.C.



Plan View



- LEGEND**
- IRON FOUND
 - ⊗ IRON SET
 - ⊗ NAIL FOUND
 - ⊗ NAIL & CAP SET
 - ⊗ BRASS PLUG SET
 - ⊗ MONUMENT FOUND
 - ⊗ MONUMENT SET
 - ⊗ SEC. CORNER FOUND
 - ⊗ R RECORDED
 - ⊗ M MEASURED
 - ⊗ C CALCULATED
- EXISTING**
- OH-ELEC-V-O- ELEC. PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
 - UG-CATV- UG-CABLE TV, CATV PEDESTAL
 - UG-PHONE- UG-PHONE CABLE, MANHOLE, METER & MANHOLE
 - UG-ELEC- UG-ELECTRIC U.G. CABLE, MANHOLE, METER & MANHOLE
 - GAS- GAS MAIN, VALVE & GAS LINE MARKER
 - WATER- WATER MAIN, HDG., GATE VALVE, TAPPING SLEEVE & VALVE
 - SEWER- SANITARY SEWER, CLEANOUT & MANHOLE
 - STORM- STORM SEWER, CLEANOUT & MANHOLE
 - COMB- COMBINED SEWER & MANHOLE
 - CATCH- CATCH BASIN
 - VALVE- WATER VALVE BOX/IRRIANT VALVE BOX, SERVICE SHUTOFF
 - MBOX- MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
 - UNID- UNIDENTIFIED STRUCTURE
- FENCE**
- X-X-X- FENCE
 - O-O-O- GUARD RAIL
 - L- L- STREET LIGHT
 - S- SIGN
- CONCRETE**
- CONC- CONCRETE
 - ASPH- ASPHALT



NO.	BY	CHK	DESCRIPTION	DATE

LEGAL DESCRIPTION
(PER TITLE CONNECT LLC, COMMITMENT NO. TC13-60274, EFFECTIVE JUNE 22, 2015)

Land situated in the City of Birmingham, County of Oakland, State of Michigan, Described as follows:

The Northerly 30 feet of Lot 9 and Southerly 30 feet of Lot 8 except the West 23 feet deeded to the City of Birmingham for access drive for off-street parking, Assessor's Plat No. 29, a replat of Residence Park Subdivision, a resubdivision of Lots 25 to 27 inclusive, Lots 57 to 64 inclusive and parts of Ravine Road and Court included therein of Residence Park Subdivision, C.E. Jones Subdivision and part of Lot 88 and all of Lots 13, 14, 15, 53, 54, 55, 56, 57, 57 and 89 of Oak Grove Addition, City of Birmingham, Oakland County, Michigan, according to the plat thereof as recorded in Liber 6, of Plats, Page 45, Oakland County Records.

Parcel No. 19-25-328-058
720-726 N. Old Woodward

LEGAL DESCRIPTION
(AS SURVEYED BY PROFESSIONAL ENGINEERING ASSOCIATES)

PARCEL NO. 19-25-328-058
Land Situated in the City of Birmingham in the County of Oakland in the State of MI

North 30 feet of Lot 9, EXCEPT the West 23 feet thereof and the South 30 feet of Lot 8, EXCEPT the West 23 feet thereof, Assessor's Plat No. 29, as recorded in Liber 6, Page 45 of Plats, Oakland County Records, said parcel being more particularly described as follows:

Commencing at the Southwest corner of Lot 9, Assessor's Plat No. 29, as recorded in Liber 6, Page 45 of Plats, Oakland County Records;

thence along the westerly line of said Lot 9, said line also being the easterly line of Old Woodward Avenue (100 feet wide), N27°05'40"W, 19.93 feet;

thence N62°52'12"E, 23.00 feet to the Point of Beginning;

thence along a line parallel to the easterly line of said Old Woodward Avenue (100 feet wide), N27°05'40"W, 59.83 feet to the extension of the northerly line of Building #720-726 N. Old Woodward;

thence along said extension and the northerly line thereof, N62°47'18"E, 92.99 feet;

thence S27°23'20"E, 59.96 feet to the extension of the southerly line of said Building;

thence along said extension and southerly line thereof, S62°52'12"W, 93.29 feet to the Point of Beginning.

Containing 5579 square feet of land, more or less.

SCHEDULE B EXCEPTIONS
(PER TITLE CONNECT LLC, COMMITMENT NO. TC13-60274, EFFECTIVE JUNE 22, 2015)

- 5 Rights of tenants under any unrecorded leases.
- 6 Subject to the Combined Storm/Sanitary Sewer Retention Treatment Basin Apportionment Easement Agreement between the City of Birmingham and the Birmingham CSO Drainage District recorded December 7, 1994 in Liber 15134, Page 290, Oakland County Records. [Not plotted. Easement does not lie within the subject parcel.]

CAUTION!!
THE LOCATION AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE APPROXIMATE. NO WARRANTY IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

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PROFESSIONAL ENGINEERING ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
Phone: (248) 689-9090
Fax: (248) 689-1044
website: www.peainc.com

NAJOR COMPANIES	600 N. OLD WOODWARD, SUITE 100	DES.	DN.	EH.	SUR.	MS.	P.M.	DEC.
	BIRMINGHAM, MI 48009	DES.	DN.	EH.	SUR.	MS.	P.M.	DEC.
ALTA/ACSM LAND TITLE SURVEY		720 N. OLD WOODWARD						
PART OF THE SW 1/4 OF SECTION 25, T.2N., R.10E.		CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN						

ORIGINAL ISSUE DATE: AUGUST 10, 2015
PEA JOB NO. 2015-166
SCALE: 1" = 10'
DRAWING NUMBER:
1

FLOODPLAIN:
By graphic plotting only, the subject parcel lies within Zone AE, Floodway Zone AE, Other Flood Areas Zone X and Other Areas - Zone X Per Flood Insurance Rate Map Number 26125C-0537F. Effective September 29, 2006)

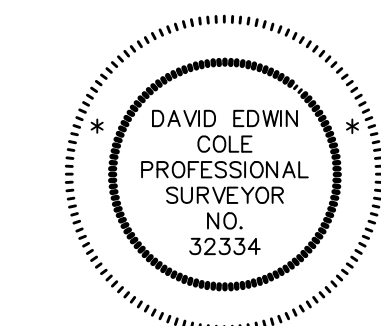
SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
The 1% annual chance flood (100 year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE AE - Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE
The floodway is the channel of stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS
ZONE X - Area of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS
ZONE X - Area to be determined outside of the 0.2% annual chance floodplain.



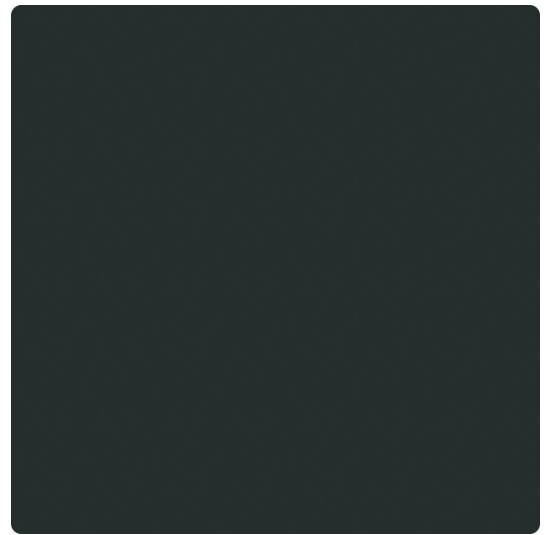
SURVEYOR'S CERTIFICATE:
To: Title Connect, LLC
Brian F. Najor
Woodridge Properties 720-726 N. Old Woodward LLC
Bank of Ann Arbor

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2011, and includes Items 3, 4, 8 and 11(a) of Table A thereof. The field work was completed on July 8, 2015.

David E. Cole, P.E.
Agent for Professional Engineering Associates, Inc.
MI, P.E. No. 32334



BENJAMIN MOORE "PERENNIAL" 405
PAINTED ALUMINUM CANOPY & AWNING,
DECORATIVE PIERCED PANEL



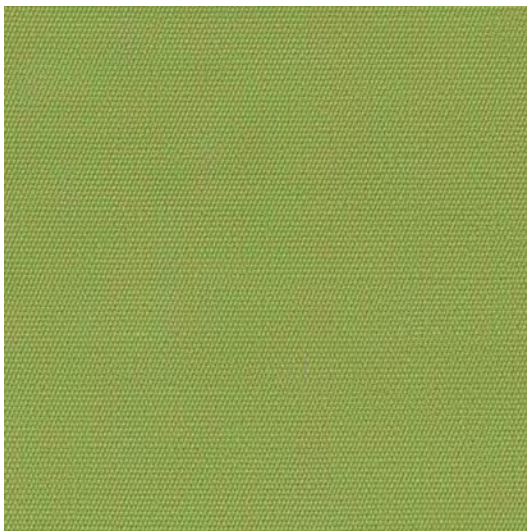
BENJAMIN MOORE "BLACK FOREST GREEN"
HC-187 - PAINTED METAL GUARD & HAND
RAILS, STEEL PLATE CAP



STAINED WOOD TO MATCH LIGHT GREEN
PAINT COLOR, AT FRONT ENTRY



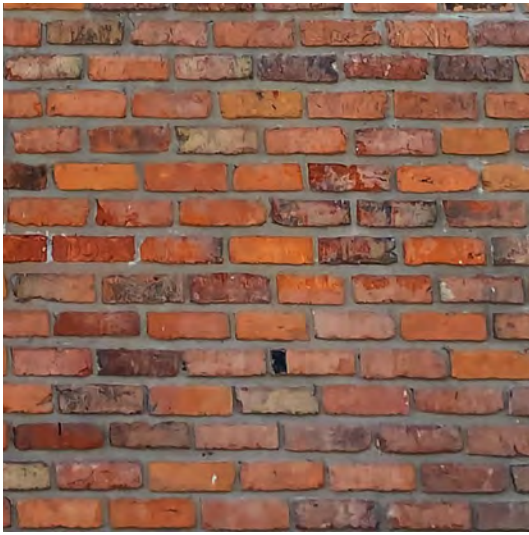
STAINED WOOD TO MATCH DARK GREEN
PAINT COLOR, AT REAR DOORS



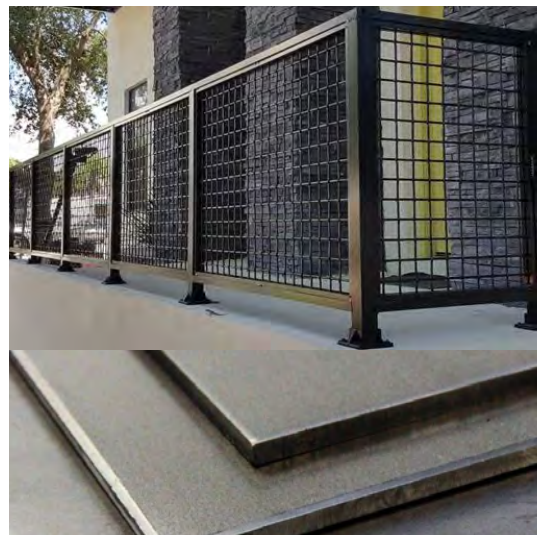
SUNBRELLA "GINKGO"
CANVAS UMBRELLAS



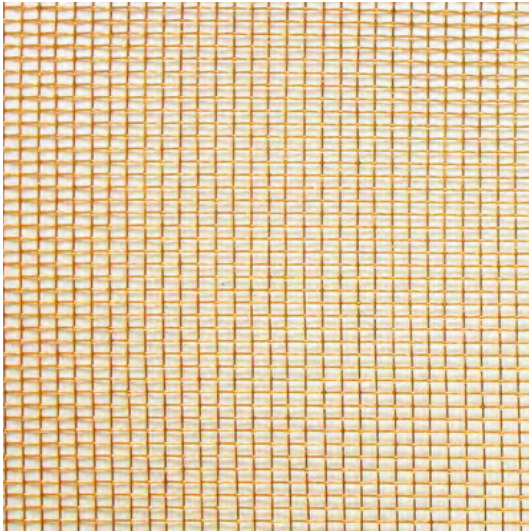
BENJAMIN MOORE "UNIVERSAL BLACK"
2118-10, EXISTING PAINTED
WOOD TRIM



EXISTING BRICK WALLS TO REMAIN



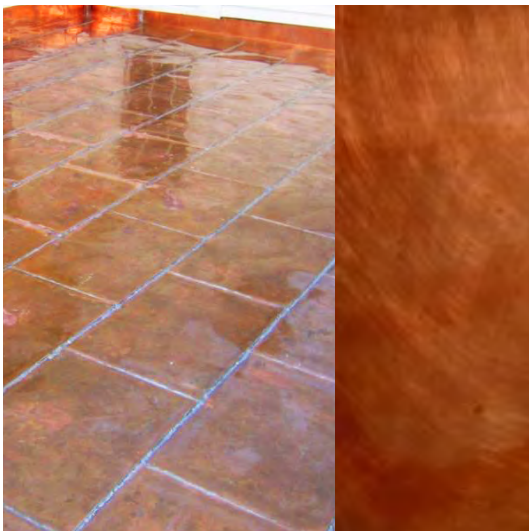
PAINTED METAL WALL CAP & WIRE MESH GUARD RAIL



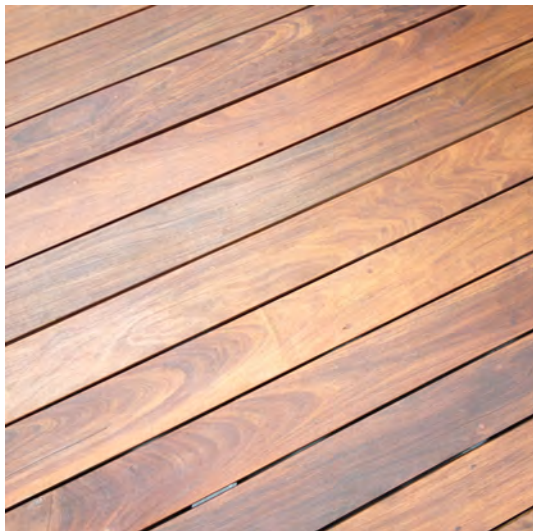
BRONZE SCREEN AT REAR DOORS



HORIZONTAL IPE WOOD PLANK CLADDING ON PATIO KNEE WALLS, SEALED



COPPER PANELS, CLADDING AT DUCT SHAFT ENCLOSURE, INSERTS AT DECORATIVE PIERCED WALL



IPE WOOD DECKING ON PATIO & WINTERGARDEN, SEALED



CLIMBING BOSTON IVY
AT PATIO WALLS
& AT FRONT ENTRY



TRAILING VINCA VINE
IN PLANTERS ON REAR BALCONY



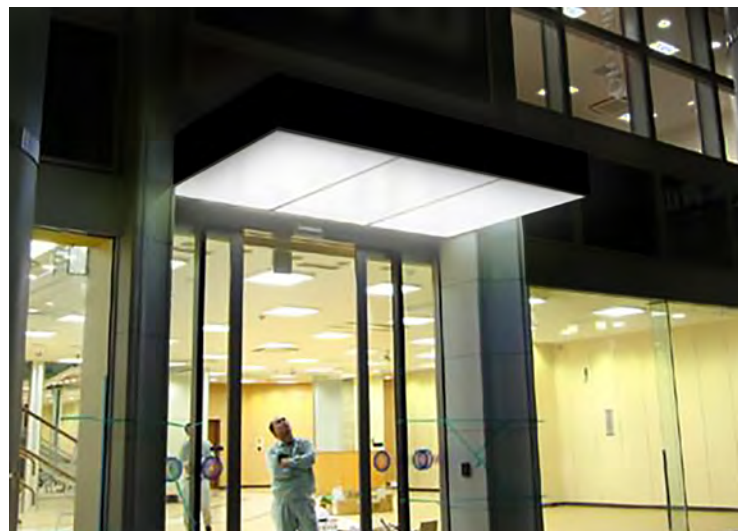
ASSORTED NATIVE GRASSES & SEASONAL FLOWERING RIVER BANK PLANTS,
IN PLANTERS ON PATIO DECK



GAS TORCHES AT PATIO



FRAMELESS GLASS DOORS & BUTT GLAZED
WINDOWS AT REAR WINTERGARDEN WALL



ILLUMINATED PANEL UNDERNEATH
FRONT AWNING & REAR CANOPY

TEMPEST™

GAS TORCHES AND LANTERNS

FIRE IN MOTION

Minimum Clearances To Combustibles

Floor: 2.5" combustible floor to bottom (base) of torch
 Walls: 8" measured from glass surface
 Ceiling: 26" measured from the torch top (glass frame) with or without the raincap. (Refer to the Owner's Manual for further details)

Gas Rating	NG	LP
Btus/Hr High	20,000	20,000
Btus/Hr Low	14,000	17,000

FOR YOUR SAFETY:

FOR OUTDOOR INSTALLATION ONLY!
 Do not store or use gasoline or other flammable vapors and liquids in the vicinity of this or any other appliance.

WARNING:

Improper installation, adjustment, alteration, service or maintenance can cause injury or property damage. Refer to the owner's information manual provided with this appliance. For assistance or additional information consult a qualified installer, service agency or the gas supplier.

Electronic Ignition 24V Model

Install up to six torches on a single transformer and up to five transformers on one 120 volt 15 amp circuit. This can give you up to 30 torches on a single circuit!

Testing

Applicable portions of ANSI Z21.42a-2004 "Illuminating Appliances", CAN 1-2.15, CSA 4.96 U.S. (3rd Ed) "Outdoor Gas Fireplace", and AGA 8-96, "Requirement for Gas-Fired Decorative Illuminating Appliances for Outdoor Installation."



The Electronic Ignition 24V model has the resealed gas valve built into the post. This model can be wired up to 445 feet from the transformer. (See Owner's Manual for details)

The manual light model features an easy access control panel with Piezo igniter for easy lighting and high to low flame control.

PICK THE IGNITION SYSTEM THAT BEST MEETS YOUR NEEDS

ELECTRONIC IGNITION 24V MODEL

The Electronic Ignition model can be used with a light switch, remote control, programmable timer or wired into a SmartHome system. Available in NG and LP.

PIEZO IGNITER MODEL

The manual light model works with a built-in Piezo igniter and easy access control panel. Available in NG and LP.

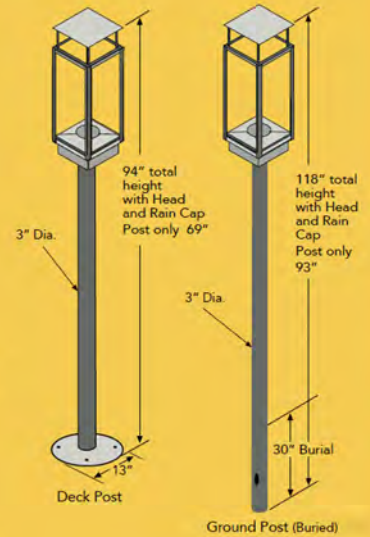


This backyard patio features two Deck Post Tempest Torches.

Tempest Torch™

FEATURES YOU'RE GOING TO LOVE

- The Tempest Torch™ and Tempest Lantern™ can be installed in four different ways:
 - Ground Post
 - Deck Post
 - Pillar Mount
 - Wall Mount
- Automatic gas shutoff for added safety if the flame ever goes out.
- Removable rain cap included.
- Tempered glass panels are easy to remove for cleaning and service.
- The Tempest Torch™ features a durable stainless steel frame and burner.
- The Tempest Lantern™ features a durable, high temperature black powder coated frame & cap.
- Available in your choice of natural gas or propane.



www.tempesttorch.com | 7

Fermob

4101 - CHAIR

Aluminium tube frame
 Backrest and seat made from curved aluminium slats
Stacking: x 10 (stacked height: 48")

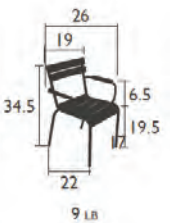


Weight: : 23 kg
 base : Liquorice steel central column
 table top : Reinforced steel sheet; supporting cross-beams beneath
 base : Cast iron (13 kg) - Liquorice
 Stifled resonance for a more comfortable use
 Thicker table top for optimal hold



4102 - ARMCHAIR

Aluminium tube frame
 Backrest, seat and armrests made from curved aluminium slats
Stacking: x 4 (stacked height: 39")
Stacking: x 6 (stacked height: 42")
Stacking: x 8 (stacked height: 38")

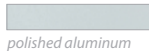


The Ocean Master Classic market style parasol is the culmination of durable engineering, stylish profiles and functional shade design. Manufactured to marine specifications, all Ocean Master parasols feature 100% replaceable parts for easy service and a 15/5-year warranty. Classic beauty. Classic TUUCI.

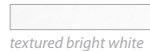


finish options

standard



powder coat



shapes & sizes



square

ft. / m.
5.5' / 1.65
6.5' / 2.0
7.5' / 2.25
*8.5' / 2.6



octagon

ft. / m.
6.0' / 1.8
7.5' / 2.25
*9.0' / 2.75
*10.5' / 3.2
*11.5' / 3.6



hexagon

ft. / m.
7.0' / 2.15
*8.5' / 2.6
*10.0' / 3.0
*11.0' / 3.4



rectangle

ft. / m.
5' x 8' / 1.5 x 2.45
*6' x 9' / 1.8 x 2.75

rectangle

auto-scope
ft. / m.
*8' x 12' / 2.45 x 3.65

finial options



venice aluminum



features:

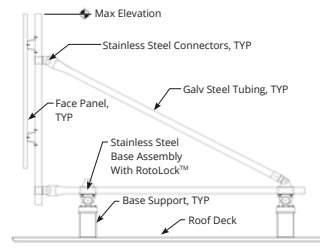
- a. Manual Lift w/ Stainless Steel Security Pin
- b. "Auto-Loc" Marine Pulley Lift System
- c. "Easy Drive" Crank Lift System
- d. Reinforced Strut Joints Construction
- e. Armor-Wall Mast
- f. Reinforced Pocket Construction





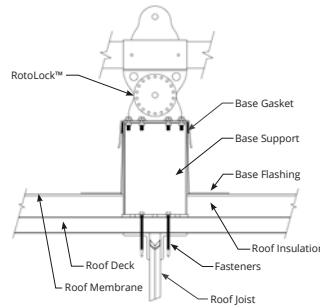
RIBBED PANELS

Economical and very strong with good spanning capability. Available in many styles including perforated and can be oriented vertically or horizontally.



ROOF ATTACHMENTS YOU CAN TRUST

With the adjustable RotoLock™ feature, integral flashing design and a proven track record, you can have peace of mind using our attachment systems.



RoofScreen® System
 You don't need to design an equipment screen.
 We already did that.



ENGINEERED

Full site-specific engineering and shop drawings, with engineer's stamp for any state.



WATERTIGHT

Our brilliantly designed attachments will work with any type of roofing system and will never leak.



WARRANTY

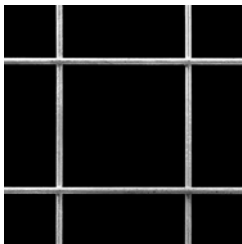
Rest easy knowing you're covered by a 20-year warranty. We don't fool around.

McNICHOLS®

Industrial & Architectural Hole Product Solutions Since 1952.



PAGE 1 OF 1



McNICHOLS® WIRE MESH

Square, Galvanized Steel, Hot Dipped, Welded - Untrimmed, 3" x 3" Mesh (Square), 2.8650" x 2.8650" Opening (Square), 0.135" Thick (10 Gauge) Wire Diameter, 91% Open Area

McNICHOLS® Wire Mesh, Square, Galvanized Steel, Hot Dipped, Mill Finish, Welded - Untrimmed, 3" x 3" Mesh (Square), 2.8650" x 2.8650" Opening (Square), 0.135" Thick (10 Gauge) Wire Diameter, 91% Open Area

ITEM 3403130041 - 48" x 120"

ITEM SPECIFICATIONS

Item Number	3403130041
Product Line	Wire Mesh
Mesh Type	Square
Construction Type	Welded
Primary Material	Galvanized Steel (GV)
Alloy, Grade or Type	Hot Dipped (HD)
Material Finish	Mill Finish
Weave or Trim Type	Welded - Untrimmed
Mesh Size	3" x 3"
Opening Size	2.8650" x 2.8650"
Wire Diameter/Wire Gauge	0.135" Thick (10 Gauge)
Percent Open Area	91%
Weight	0.41 Lbs./Square Foot
Product Form	Sheet
Sizes (Width x Length)	48" x 120"



McNICHOLS® ACCESSORIES

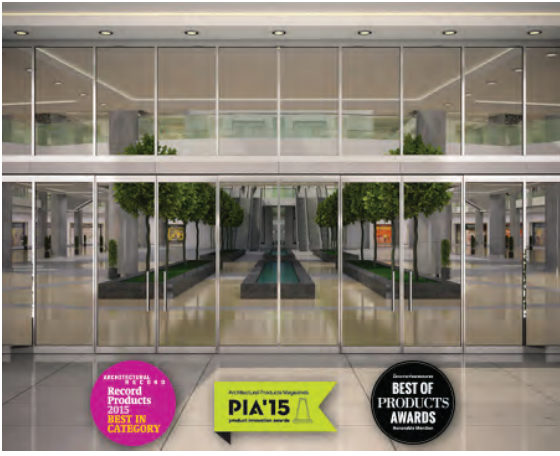
U-Edging, Carbon Steel, Hot Rolled, 14 Gauge (.0747" Thick), Type 438 U-Edging (3/8" Opening x 1" Width)

McNICHOLS® Accessories, U-Edging, Carbon Steel, Hot Rolled, Mill Finish, 14 Gauge (.0747" Thick), Type 438 U-Edging (3/8" Opening x 1" Width), Used to Frame the Edges of Carbon Steel Perforated Metal, Expanded Metal and Wire Mesh

ITEM 4003801410 - 1" x 120"

ITEM SPECIFICATIONS

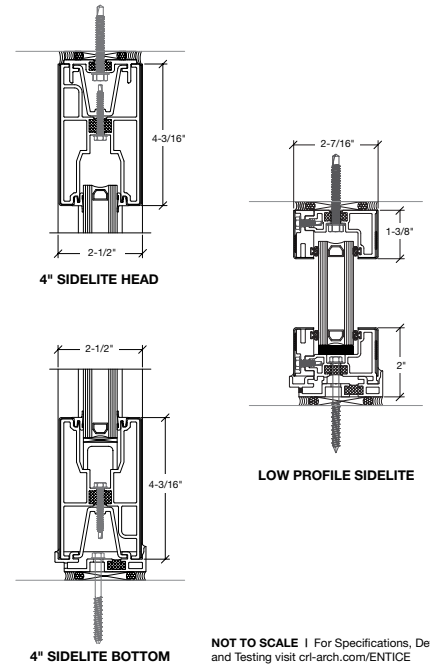
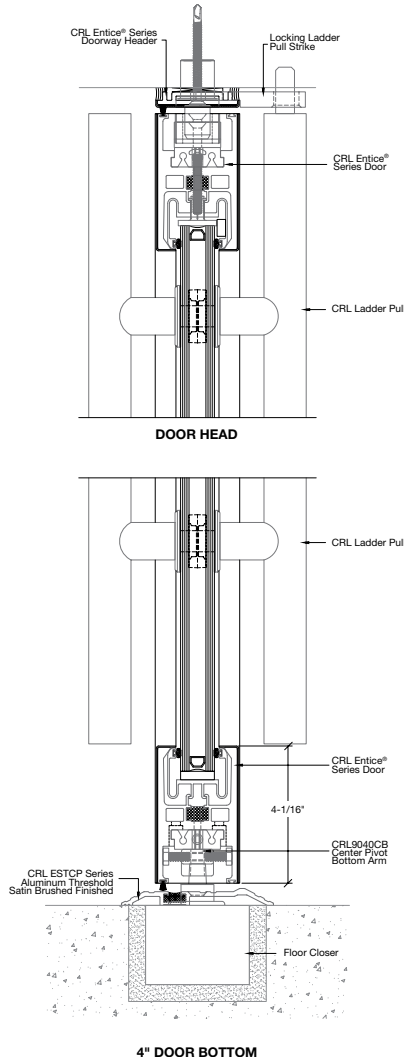
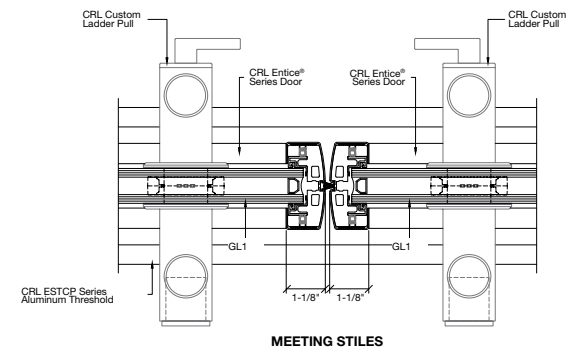
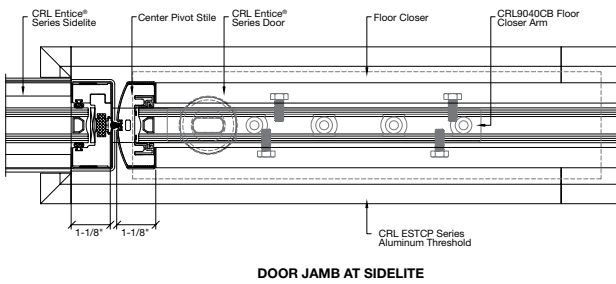
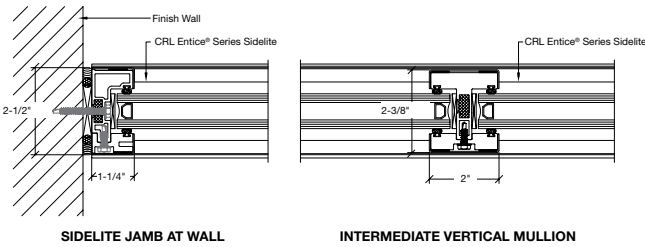
Item Number	4003801410
Product Line	Accessories
Accessory Type	U-Edging
Primary Material	Carbon Steel (CS)
Alloy, Grade or Type	Hot Rolled (HR)
Material Finish	Mill Finish
Gauge/Thickness	14 Gauge (.0747" Thick)
Accessory Profile	Type 438 U-Edging (3/8" Opening x 1" Width)
Opening (Clear Space)	3/8"
Width	1"
Length	120"
Compatible With	Used to Frame the Edges of Carbon Steel Perforated Metal, Expanded Metal and Wire Mesh
Weight	0.56 Lbs./Linear Foot
Product Form	Piece
Sizes (Opening x Width x Length)	3/8" x 1" x 120" (Cut Lengths Available)



PROJECT: 777 Aviation
LOCATION: El Segundo, CA
ARCHITECT: Skidmore, Owings & Merrill (SOM)

The CRL-U.S. Aluminum Entice® Series Entrance System was created to exceed demanding building code and energy conservation requirements while maintaining an elegant appearance. Entice has very slender vertical lines and the unique ability to support handle hardware on 1" (25 mm) insulating glass with a "floating on air" appearance, making Entice a perfect match for our equally elegant Blumcraft® Access Handles.

- 1-1/8" (29 mm) Ultra Narrow Vertical Stiles and Mullions With a System Depth of Only 2-1/2" (64 mm)
- Accommodates 1" (25 mm) Insulating Glass
- Complete Entrance System Including, Corners, Thresholds, Wall and Doorway Jamb, Vertical Mullions, and Fixed Lite Rails
- Header Adapter Integrates With USAL Storefronts and Curtain Walls
- Meets the requirements of AAMA SFM-1-14
- U-Factors as Low as 0.33
- Meets ASHRAE 90.1 Air Infiltration and Thermal Performance Requirements



NOT TO SCALE | For Specifications, Details, and Testing visit crl-arch.com/ENTICE

CRL PROJECT RESOURCES

ENERGY CODE TOOLS:

- NFRC Bid Reports
- NFRC Label Certificates
- Thermal Performance Glazing Selection Charts
- Area Weighting Calculations
- State Energy Commission Document Coordination

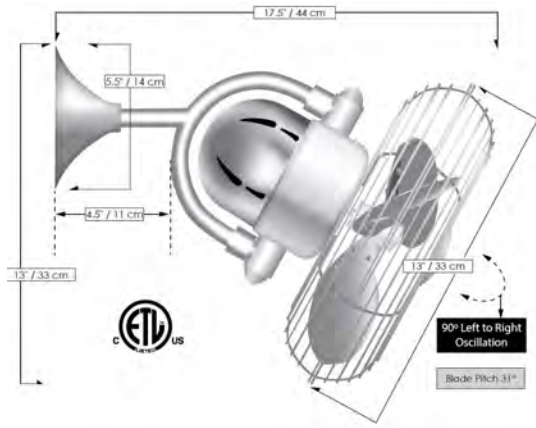
DRAFTING AND DESIGN SERVICES:

- Shop Drawings
- Fabrication Drawings
- 3D Modeling
- Engineering Services
- Project Management

Contact U.S. Aluminum Tech Sales for more information at usalum@crlaurence.com.



shown in Matte Black



KAYE												
FINISH AND BLADE OPTIONS												
SKU#	KC-XX (Model+Finish)											
NEW	Finishes	<table border="0"> <tr> <td>Brushed Nickel</td> <td>BN</td> </tr> <tr> <td>Matte Black</td> <td>BK</td> </tr> <tr> <td>Polished Chrome</td> <td>CR</td> </tr> <tr> <td>Textured Bronze</td> <td>TB</td> </tr> <tr> <td>Gloss White</td> <td>WH</td> </tr> </table>	Brushed Nickel	BN	Matte Black	BK	Polished Chrome	CR	Textured Bronze	TB	Gloss White	WH
	Brushed Nickel	BN										
	Matte Black	BK										
	Polished Chrome	CR										
	Textured Bronze	TB										
Gloss White	WH											
TECHNICAL SPECS												
Fan Weight	10.5 lbs											
Voltage	110 or 220											
Motor Type	AC											
Oscillation	Yes											
Fan Diameter	13 inches / 33 cm											
Fan Height	13 inches / 33 cm											
Fan Projection	17.5 inches / 44 cm											
Ceiling Mount Overall Drop	17.5 inches / 44 cm											
Recommended Mounting Height	Approximately 24 inches / 61 cm from ceiling											
Fan Guard	Safety Cage											
Blade Pitch	31°											
Environment	Damp locations for all finishes Neither coastal, saltwater nor chlorine compatible											
Ambience	Soothing White Noise											
Safety Certification	ETL / CETL											
Warranty	Limited Lifetime											
NEW JAN 21, 2020 DOE MOTOR EFFICIENCY DATA												
RPM (Low / High)	1213 / 1445											
CFM (Low / High)	868 / 1303											
Watts (High)	47.68											
CFM/Watt (High)	27.32											
Blade Pitch	31°											
STANDARD EQUIPMENT												
Safety cage												
Side-mounted wall junction box												

SL-Series features include modern styling, brushed stainless steel trim with optional dark contrasting housing, narrow profile, and a T-slot for flexible mounting options with heights up to 11 feet.

1-slot for adjustable mounting positions

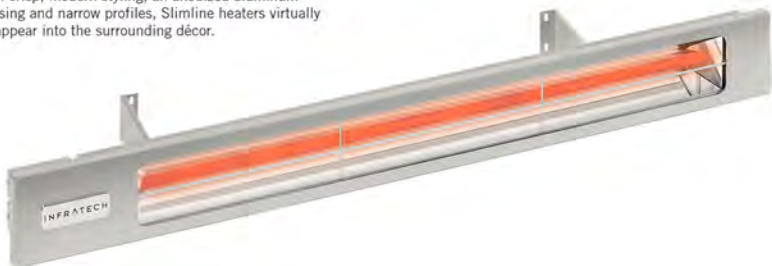
7'-11' mounting heights

anodized aluminum body

zero noise, odor, or greenhouse gases

sl-series **slimline single element heaters**

With crisp, modern styling, an anodized aluminum housing and narrow profiles, Slimline heaters virtually disappear into the surrounding décor.



1,600 - 4,000 watt capacities

two ultra durable anodized aluminum housing colors

90% efficient with high output safety grid

29.5"-63.5" length options to fit any installation

american made. 3-year warranty.



SILVER



ALL BLACK SLIMLINE SHADOW™

SL-30 **SL-40**

6'-8" mounting ht.
SL-16 5' X 5'

7'-9" mounting ht.
SL-24 7' X 7'

7'-9" mounting ht.
SL-30 8' X 8'

8'-11" mounting ht.
SL-40 10' X 10'

AVERAGE COVERAGE AREA*

Note: Indoor or well-protected environments will generally exceed average coverage areas. Heaters can provide less than average coverage in extremely cold/windy conditions.

LENGTH: 63.5" | 3000 WATTS LENGTH: 63.5" | 4000 WATTS

DATE: PROJECT: TYPE:

CATALOG NUMBER LOGIC:



*36" maximum stem length with Power Canopy option.

**Designed for use with 12 VAC. LED transformer. Requires magnetic low voltage dimmer.

***Please see Adjust-e-Lume photometry to determine desired intensity.

****Accommodates up to 2 lens/shielding media.

CATALOG NUMBER LOGIC

Example: SN - 30 - C - LED - e65 - SP - A7 - WHW - 12 - 11 - A - PC-TRe20

MATERIAL

Aluminum

SERIES

SN - Sign Star

STEM LENGTH

18" (Standard), 24", 30", 36", *42", or *48"

STYLE

C - Straight Mount

SOURCE

LED - with Integral Dimming Driver**

LED TYPE

e64 - 7W LED/2700K e66 - 7W LED/4000K

e65 - 7W LED/3000K e74 - 7W LED/Amber

OPTICS

NSP - Narrow Spot (13°) MFL - Medium Flood (23°)

SP - Spot (16°) WFL - Wide Flood (31°)

ADJUST-E-LUME OUTPUT INTENSITY***

A9 (Standard), A8, A7, A6, A5, A4, A3, A2, A1

FINISH

Standard Finishes (BZP, BZW, BLP, BLW, WHP, WHW, SAP, VER)

Premium Finish (ABP, AMG, AQW, BCM, BGE, BPP, CAP, CMG, CRI, CRM, HUG, MDS, NBP, OCP, RMG, SDS, SMG, TXF, WCP, WIR)

(Also available in RAL Finishes. See submittal SUB-1439-00)

LENS TYPE****

12 - Soft Focus 13 - Rectilinear

SHIELDING****

11 - Honeycomb Baffle

CAP STYLE

A - 45°

B - 90°

C - Flush

D - 45° Less Weephole (Interior use only)

E - 90° Less Weephole (Interior use only)

F - 90° with Flush Lens

OPTIONS

PC-TRe20 - Power Canopy with TRe20 Electronic Transformer (105-300 VAC. 50/60 Hz. non-dimming)*

UPM - Universal Power Module

B-K LIGHTING

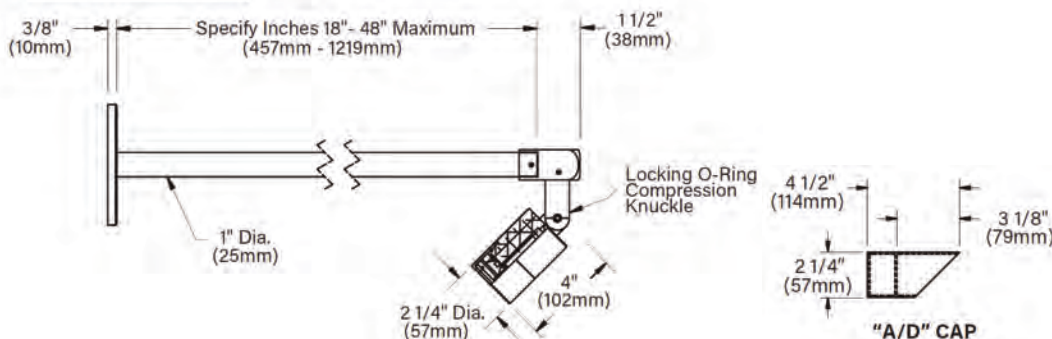
MADE IN THE USA

559.438.5800 | INFO@BKLIGHTING.COM | BKLIGHTING.COM

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12/02/2020 SKU-746 SUB-2270-00

CANOPY - SIDE VIEW



STANDARD FINISHES



Brass LED Umbrella Lights

By Focus Industries

THREE HEADED FIXTURE
UNDER EACH UMBRELLA

LUMENS[®]
LIGHT AND LIVING

Call Us 877.445.4486

Product Options

Finish: Brass , Brass Acid Rust , Brass Acid Verde , Black Acid Treatment

Details

- 3 brass heads, each with independent 360° swivel
- Heavy duty formed brass bracket
- Adjustable from 1 1/4" to 1 3/4" pole sizes
- High impact clear tempered convex glass lens
- High temperature red silicone O-ring
- Life expectancy up to 25,000 hours for LED light
- Black 10 foot SPT-1W lead wire from fixture
- Connects to a 12v landscaping electrical system
- Transformer is necessary but not included
- ETL Listed Damp
- Warranty: 3 years
- Made In USA

Dimensions

Head: Height 3.5", Diameter 1.4"

Mounting Bracket: Diameter 2.5"

Lighting

- 4.5 Watt (160 Lumens) 12 Volt Integrated LED: Lifespan: 50000 hours

Additional Details

Product URL:

<https://www.lumens.com/brass-led-umbrella-lights-by-focus-industries-FOCP97822.html>

Rating: ETL Listed Damp

Product ID: FOCP97822



Notes:

Prepared by:

Prepared for:

Project:

Room:

Placement:

Approval:



Created April 7th, 2021



PEPIN LED

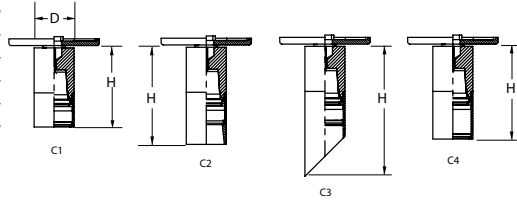
12V LED16

SURFACE MOUNTED LIGHTS
UNDER EXISTING BALCONY



Specifications

D:	2-1/4" (58mm)
H:	4-17/32" (116mm) w/C1
	5-17/32" (135mm) w/C2
	7-11/32" (187mm) w/C3
	5-9/32" (135mm) w/C4
*See mounting detail for additional dimensions.	
Weight	up to 5 lbs (2.3kg)



CATALOG NUMBER	
NOTES	
TYPE	

DESCRIPTION

The Pepin series is a nonadjustable down light suitable for ceiling mounting to provide accent or general lighting. Wet Location, Indoor/Outdoor rated, machined from billet Aluminum, Stainless Steel Hardware, Optically Clear heat strength borosilicate glass and Powder coated with a super durable TGIC powder coat finish, this fixture is designed to withstand the test of time. Designed with a wide range input voltage (11Vac - 14Vac) giving a nearly constant light output to combat Voltage drop, yet is dimmable using most standard Low Voltage Magnetic dimmers. LED units and Optics are replaceable. This fixture requires a remote 12Vac Transformer, purchased separately, to function.

Suitable For Wet Locations

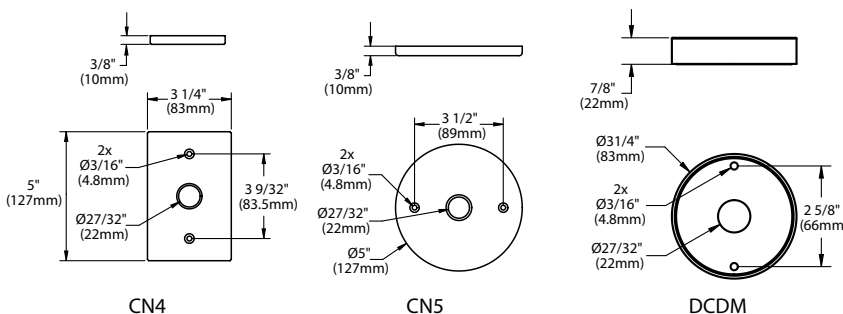
ORDERING INFORMATION

EXAMPLE: PEPIN 3LED16 30K 12 FL CN5 IHL C4 LP DBL

PEPIN	3LED16		12				
Series*	Source*		Color Temperature*	Voltage*	Distribution*	Mounting Accessories*	Mounting Stems
PEPIN	3LED16	LED 3up Round	27K 30K 40K 50K	12 ¹	NSP Narrow Spot NFL Narrow Flood FL Flood	CN4 Rectangular canopy CN5 Round 5" canopy DCDM Two part canopy	S__ Straight Stems Avail. in 3" and 6"-36" in 6" Increments

Options ²		External Caps*		Finish*			
<u>Internal Louver</u>	<u>Internal Filters</u>	C1	Short Flush	BL	Black Textured	DNA	Natural Aluminum
IHL Honeycomb Louver	FA Amber	C2	Recessed Lens	BRS	Bronze Smooth	NBS	Natural Bronze Smooth
<u>Internal Accessory</u>	FG Green	C3	45° Angle Cut	BRT	Bronze Textured	VET	Verde Textured
L1 Prismatic Lens	FGD Green Dichroic	C4	Long Flush	DBL	Black Smooth	WH	White
L2 Linear Spread Lens	FLB Light Blue			DDB	Designer Bronze	CF	Custom Finish
L3 Softening Lens	FM Mercury Vapor						
	FMB Medium Blue						
	FMBD Medium Blue Dichroic						
	FR Red						
	FRD Red Dichroic						

MOUNTING DETAIL



*Required Fields

Notes:

- Remote Transformer Required.
- Up to 3 Optional items can be specified.

NOTE: Hydrel Reserves The Right To Modify Specification Without Notice. Any dimension on this sheet is to be assumed as a reference dimension: "Used for information purposes only. It does not govern manufacturing or inspection requirements." (ANSI Y14.5-1973)



One Lithonia Way • Conyers, GA 30012
Phone: (800) 705-7378 • www.hydrel.com

©2014-2019 Acuity Brands Lighting, Inc.
Rev. 04/17/19
PEPIN_LED

Catalog Number
Notes
Type

FEATURES & SPECIFICATIONS

INTENDED USE — The OneUp™ recessed direct-wire LED downlights includes integrated junction box, trim, pre-installed non-metallic push-in connectors, and wago connectors in one package. The OneUp is the most economical means to create a well lit environment with exceptional energy efficiency and near zero maintenance.

CONSTRUCTION — Spun steel, round baffle trim. Integrated galvanized steel junction box with captive door for easy access. Suitable for daisy chaining (pulling wires). Available in 3000K color temperature LEDs.

OPTICS — Round baffle recesses optical system into the ceiling to prevent glare and provide a traditional look. Diffused lens provides even light distribution for general illumination, equivalent to 65W incandescent flood lamp. Wide flood beam angle at >90°. CRI >90. Maintains at least 70% light output for 50,000 hours.

INSTALLATION — Tool-less installation. Secure trim retention with two side-mounted spring clips for easy installation in plaster, sheet rock, or plywood ceilings. Two non-metallic push-in connectors and three wago connectors pre-installed. Rated for Type IC installations. Maximum of 4 No. 12AWG through branch circuit conductor suitable for 90°C permitted in box. Ground wire provided.

ELECTRICAL SYSTEM — LED module with high-efficiency on board driver. Dimming down to 10%. For compatible dimmers, refer to: Compatible dimmers Chart.

Actual wattage may differ by +/-5% when operating at 120V +/-10%.

LISTINGS — ETL certified to US and Canadian safety standards. California T24 compliant. WSEC ASTM E283 for Air-Tight rated with gasket or caulking between fixture trim and ceiling. ENERGY STAR® certified. Wet location listed.

WARRANTY — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Direct-Wire LED Recessed Downlight

6JBK RD

IC Remodel

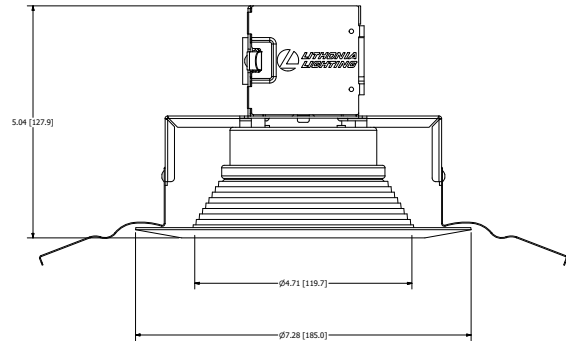
RECESSED LIGHTS IN WINTERGARDEN CEILING



Specifications

Aperture:	4-3/4" (119.7)
Overlap Trim:	7-1/4" (184.6)
Height:	5" (127.9)
Ceiling Opening:	6-1/2" (165)
Min Ceiling Thickness:	1/2" (12.7)
Max Ceiling Thickness:	1-1/2" (38.1)

All dimensions are inches (millimeters).



ORDERING INFORMATION

For shortest lead times, configure product using **standard options (shown in bold)**.

Example: 6JBK RD 30K 90CRI MW

Series	Shape	CCT/Watts/Lumens ¹	CRI	Finish
6JBK	RD Round	30K 3000K/10.9W/850L	90CRI 90 CRI	MW Matte White

Notes

1 Total System Delivered Lumens.

Superior Performance and Quality of Light

Juno FlexConnect™ LED luminaires offer superb lighting performance, producing up to 450 lumens per foot of brilliant white light in CCTs of 2200K, 2700K, 3000K, 3500K, and 4000K.

CONTINUOUS LED STRIP LIGHTS AT 6" O.C. IN CUSTOM INTERNALLY ILLUMINATED BOXES UNDER AWNINGS

Onboard Current Regulation – Consistent light output is maintained across the length of the run utilizing current regulators every 6-inches; unlike traditional LED tape that uses resistors which results in voltage drop and light degradation.



Indoor (SL Series, Damp Location)

- 2W/ft. (225 lm/ft.)
- 4W/ft. (425 lm/ft.)
- 12 LEDs per foot

Embedded Connectors – Patent pending, embedded connectors allow Juno FlexConnect to be field-cut in 6-inch increments and reconnected in the field to another strip, electrical feed or connector.



Indoor/Outdoor (SLW Series, IP67 Rated)

- 2W/ft. (220 lm/ft.)
- 4W/ft. (450 lm/ft.)
- 12 or 24 LEDs per foot

Patent Pending Optical Pigment

The proprietary optical pigment utilized in Juno FlexConnect luminaires is truly unique. This UV-stable pigment maintains color throughout the life of the product and corrects color shift that regularly occurs with other encapsulated strips. CCT color points are maintained within a 3-step MacAdam ellipse, providing the ability to accurately match other architectural lighting within a space. Excellent color rendition is achieved with standard CRI of 80 minimum and CRI of 95 available in the 2700K and 3000K versions. No other flexible linear-lighting system can compare in color and performance to these exceptional luminaires.



4750L STATIC WHITE

Linear
Design2Ship

AT BASE OF DECORATIVE WALL PANEL

Specifications

Weight:	4' 17.5lbs
	2' 12.5lbs

HIGHLIGHTS

- The The 4750L delivers industry leading durability, performance and lumen output
- Superior water resistance IP67 with Hydrel "Flow-Thru" technology, water flows around the independently sealed integral driver module and sealed LED module
- Aiming integrity with a fully adjustable and rugged knuckle design using Taper-Lock technology
- Long life in the most demanding environments with low copper content housing materials, stainless steel fasteners, and durable powder coat finish options for Coastal Regions and Natatoriums
- 3G vibration rated per ANCI C136.31

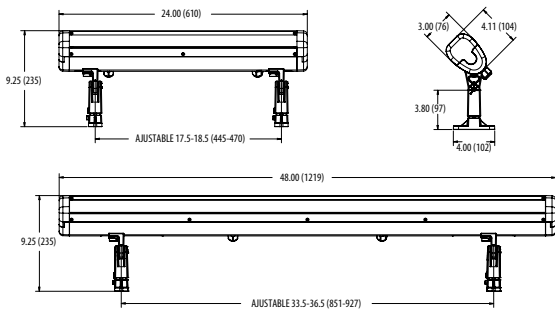
5 YEAR warranty



IP67



DIMENSIONS

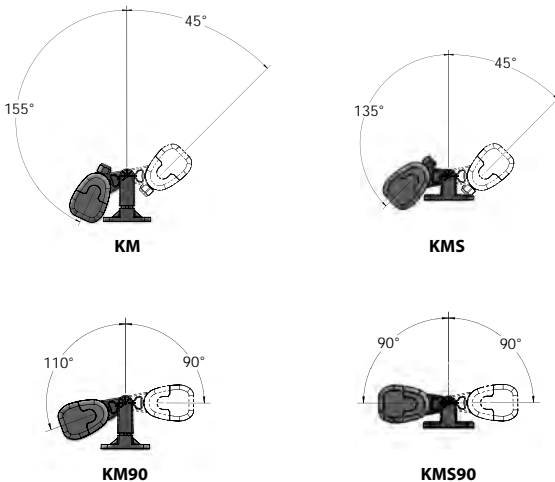


LUMEN PACKAGES

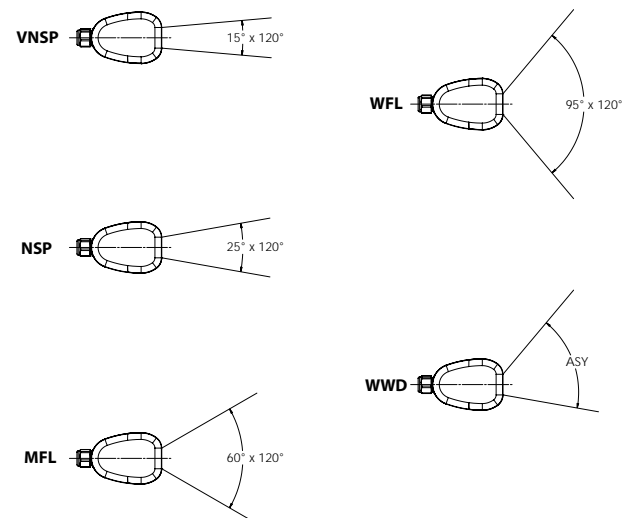
	VNSP	NSP	MFL	WFL	WWD
Delivered Lumens	6491	6646	7200	7286	6592
Watts	64	64	64	64	64
LPW	102	104	113	114	103
Peak Candela	7650	5961	4242	2683	3998

Note: Information based on 4000K @ 2000LMF on 4FT fixture

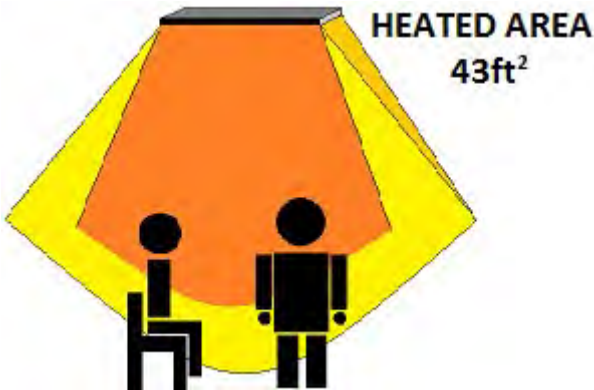
AIMING DETAILS



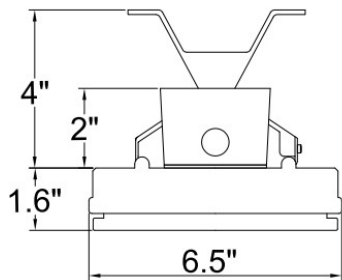
STANDARD DISTRIBUTION



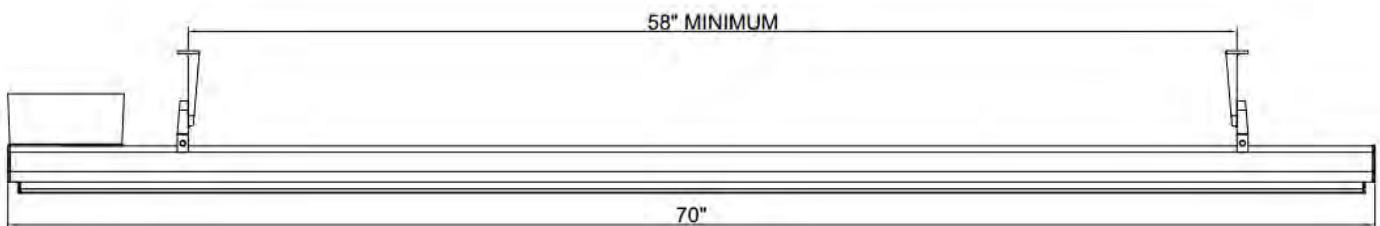
SPECIFICATION SHEET



HEATED AREA	
INDOOR PROTECTED	86 ft ² (6m ²)
OUTDOOR ENCLOSED	69 ft ² (4.8m ²)
OUTDOOR EXPOSED	57 ft ² (4m ²)



END VIEW



PART NAME: **HEATSTRIP RESTAURANT**

DESCRIPTION: High intensity electric radiant heater

PART No: THH3200AUM

POWER: 3200 Watts (11000BTU)

VOLTAGE: 208 volts @ 50 - 60Hz

CURRENT: 15 Amps

DIMENSIONS: 70 x 6.5 x 2"

WEIGHT: 22 lbs

CONNECTION: Gangbox

APPROVALS: CSA/UL E321448

PROTECTION RATING: IP55 From water ingress from all directions

MOUNTING OPTIONS: Suitable for ceiling, wall, beam, fixed umbrella and recess mounting. Also available with drop down poles or suspension kit.

MOUNTING HEIGHT:

MINIMUM 82" (2.1m)
 OPTIMUM 90 to 105" (2.3 to 2.7m)

Use drop down kit or suspension kit if higher

Note: See the Product Manual for more detail

Heatstrip USA LLC.

1-877-222-0063 (Toll Free)

www.heatstripusa.com

info@heatstripusa.com

4275 Executive Square

#200

La Jolla, CA, 92037

616 Corporate Way,

Suite 2-5771,

Valley Cottage, NY 10989



FAN #5 EA3-D750-G18-MPU - HEATER (MUA)

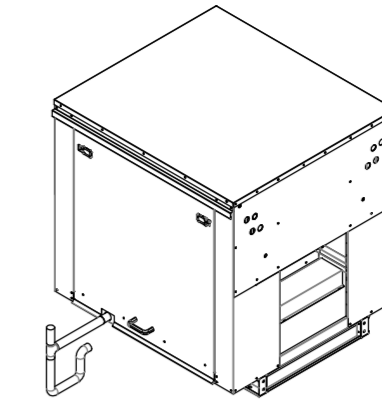
1. DIRECT GAS FIRED HEATED MAKE UP AIR UNIT WITH 18" BLOWER AND 18" BURNER.
2. INTAKE HOOD WITH EZ FILTERS
3. DOWN DISCHARGE - AIR FLOW RIGHT -> LEFT
4. COOLING INTERLOCK RELAY, 24VAC COIL, 120V CONTACTS. LOCKS OUT BURNER CIRCUIT WHEN AC IS ENERGIZED.
5. MOTORIZED BACK DRAFT DAMPER 30" X 30" FOR SIZE 3 STANDARD & MODULAR HEATER UNITS W/EXTENDED SHAFT, STANDARD GALVANIZED CONSTRUCTION, 3/4" REAR FLANGE, LOW LEAKAGE, NFBUP-S ACTUATOR INCLUDED
6. LOW FIRE START. ALLOWS THE BURNER CIRCUIT TO ENERGIZE WHEN THE MODULATION CONTROL IS IN A LOW FIRE POSITION.
7. GAS PRESSURE GAUGE, 0-35", 2.5" DIAMETER, 1/4" THREAD SIZE
8. GAS PRESSURE GAUGE, -5 TO +15 INCHES WC, 2.5" DIAMETER, 1/4" THREAD SIZE
9. 15 TON, 3 CIRCUIT (S/S/S) MODULAR PACKAGED COOLING OPTION FOR SIZE 3 DF/EH MODULAR PACKAGED UNIT. INCLUDES CONDENSER, DX COIL, FILTER/DRYER KIT, HARD START KIT, THERMAL EXPANSION VALVE, R410A REFRIGERANT, AND REFRIGERANT PIPING. (5,400 TO 7,000 CFM) NOT BUILT WITH OPPOSITE SIDE CONTROLS OR OPPOSITE AIRFLOW DIRECTION. CONDENSERS REQUIRE SEPARATE 208V, 3 PHASE POWER SUPPLY UNLESS ORDERED WITH SINGLE POINT CONNECTION. COIL = 3E21002B
10. DOWNTURN PLENUM FOR SIZE 3 COOLING COIL MODULE - REQUIRED FOR DOWN DISCHARGE COOLING COIL APPLICATIONS
11. DX COOLING INTAKE AIR THERMOSTAT AND RELAYS MOUNTED IN UNIT - SET POINT FOR THERMOSTAT SHOULD BE 85°F.
12. SEPARATE 120VAC WIRING PACKAGE FOR MAKE-UP AIR UNITS. OPTION MUST BE SELECTED WHEN MOUNTING VFD IN PREWIRE PANEL OR WITH DCV PACKAGE. PROVIDES SEPARATE 120VAC INPUT TO SUPPLY FAN. THIS 120V SIGNAL MUST BE RUN BY ELECTRICIAN FROM DCV TO MUA SWITCH.
13. SUPPORT SHELL FOR SIZE 3 MODULAR PACKAGE UNIT FOR THIRD CONDENSER. INCLUDES CONTROL VESTIBULE. INCLUDES CONDENSER SUPPORTS. DOES NOT INCLUDE RETURN AIR OR INLET AIR DAMPER.

*NOTE: SUPPLY DUCT MUST BE INSTALLED TO MEET SMACNA STANDARDS. A MINIMUM STRAIGHT DUCT LENGTH MUST BE MAINTAINED DOWNSTREAM OF UNIT DISCHARGE AS OUTLINED IN AMCA PUBLICATION 201. DO NOT RELY ON UNIT TO SUPPORT DUCT IN ANY WAY. FAILURE TO PROPERLY SIZE DUCTWORK MAY CAUSE SYSTEM EFFECTS AND REDUCE PERFORMANCE OF THE EQUIPMENT. SUGGESTED STRAIGHT DUCT SIZE IS 24" x 24"

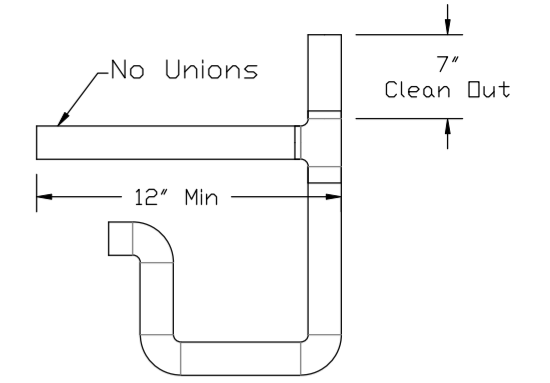
NEW MAKE UP AIR UNIT ON ROOF



Typical Drain Trap Install

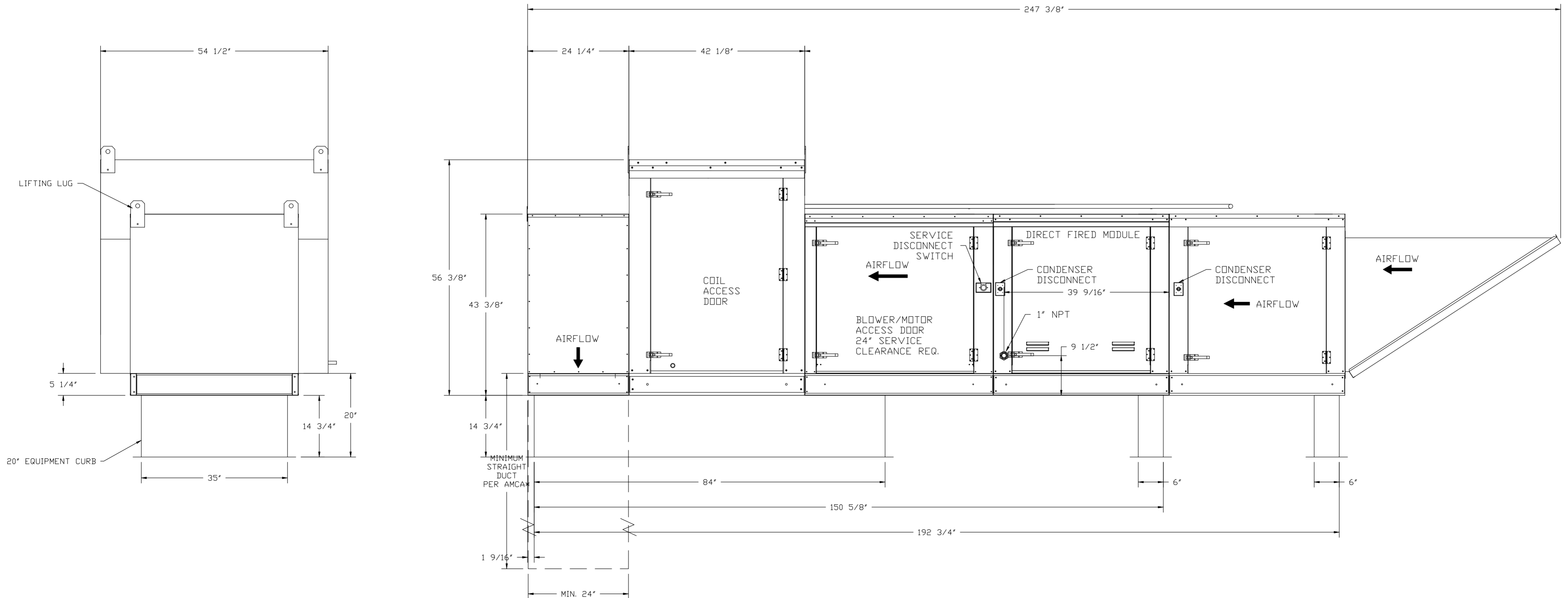
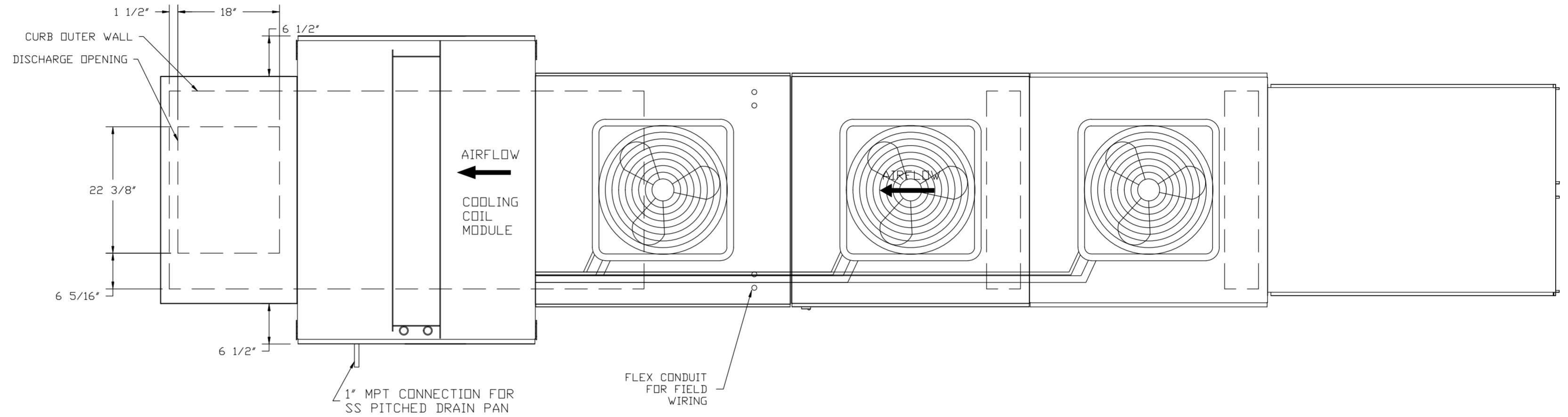
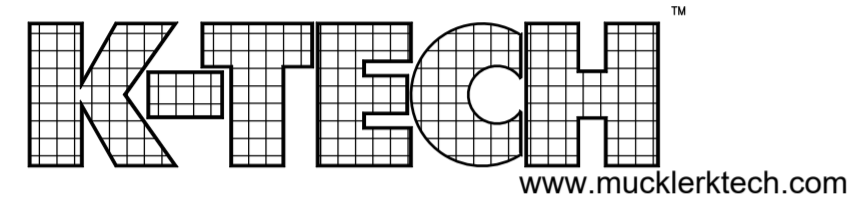


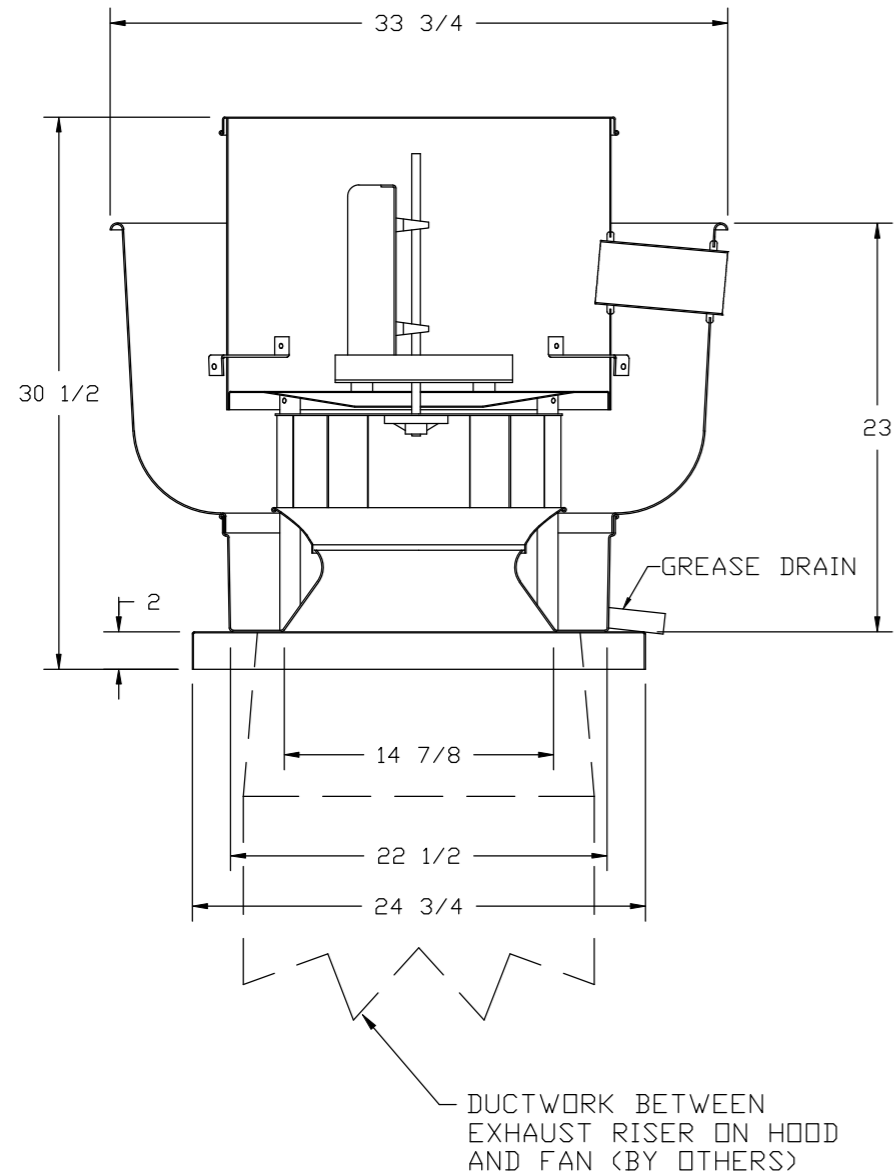
Recommended Cooling Coil Drain Trap Configuration



Notes:

- 1) 1" diameter PVC Pipe only
- 2) Use only low profile couplings
- 3) Add clean out as shown





FEATURES:

- ROOF MOUNTED FANS
- RESTAURANT MODEL
- UL705 AND UL762 AND ULC-S645
- AMCA SOUND AND AIR CERTIFIED
- WIRING FROM MOTOR TO DISCONNECT SWITCH
- WEATHERPROOF DISCONNECT
- HIGH HEAT OPERATION 300°F (149°C)
- GREASE CLASSIFICATION TESTING

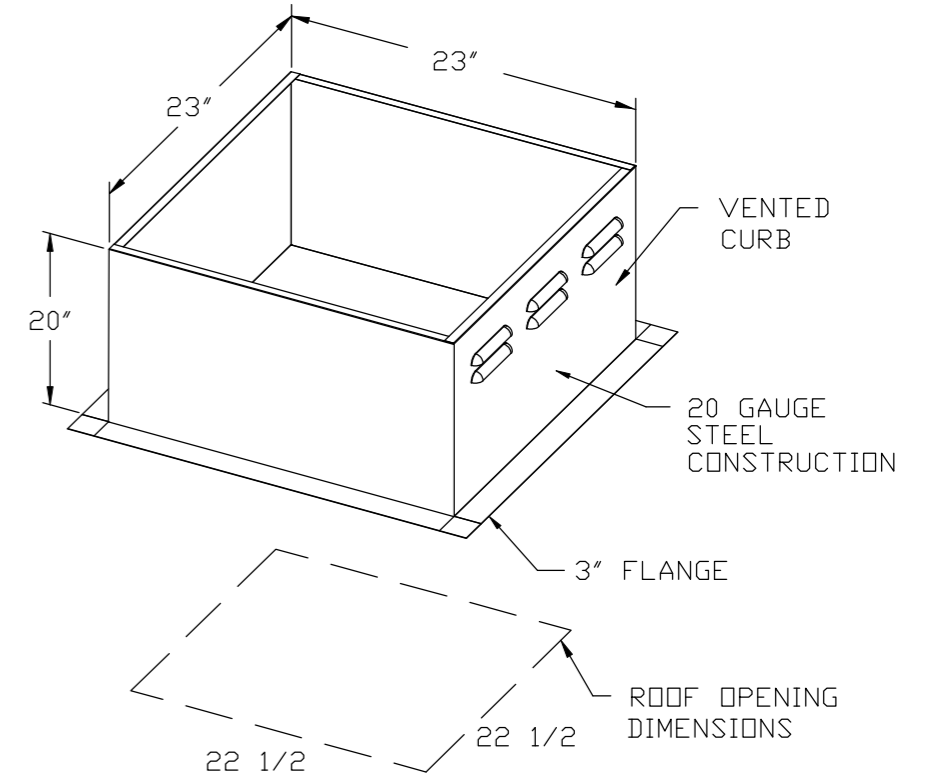
NORMAL TEMPERATURE TEST
 EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING AIR AT 300°F (149°C) UNTIL ALL FAN PARTS HAVE REACHED THERMAL EQUILIBRIUM, AND WITHOUT ANY DETERIORATING EFFECTS TO THE FAN WHICH WOULD CAUSE UNSAFE OPERATION.

ABNORMAL FLARE-UP TEST
 EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING BURNING GREASE VAPORS AT 600°F (316°C) FOR A PERIOD OF 15 MINUTES WITHOUT THE FAN BECOMING DAMAGED TO ANY EXTENT THAT COULD CAUSE AN UNSAFE CONDITION.

OPTIONS

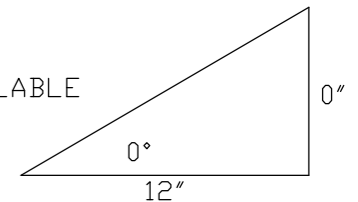
GREASE BOX.

NEW EXHAUST FAN
ON ROOF



PITCHED CURBS ARE AVAILABLE FOR PITCHED ROOFS.

SPECIFY PITCH:
 EXAMPLE: 7/12 PITCH = 30° SLOPE



TYPICAL ROOFTOP HVAC UNIT

Unit Model #: **ZJ120S24R2D5BAA2A2**

System: **ZJ120S24R2D5BAA2A2**

Cooling Performance

Total gross capacity	130.0 MBH
Sensible gross capacity	96.0 MBH
Total net capacity	120.7 MBH
Sensible net capacity	86.7 MBH
Efficiency (at ARI)	12.00 EER
Integrated eff. (at ARI)	14.60 IEER
Ambient DB temp.	95.0 °F
Entering DB temp.	80.0 °F
Entering WB temp.	67.0 °F
Leaving DB temp.	57.8 °F
Leaving WB temp.	56.7 °F
Power input (w/o blower)	9.00 kW
Sound power	83 dB(A)

Refrigerant

Refrigerant type	R-410A
Sys1	7 lbs 12 oz
Sys2	7 lbs 10 oz

Gas Heating Performance

Entering DB temp.	60 °F
Heating output capacity (Max)	192 MBH
Supply air	4000 CFM
Heating input capacity (Max)	240 MBH
Leaving DB temp.	104.4 °F
Air temp. rise	44.4 °F
SSE	80.0 %
Stages	2

Supply Air Blower Performance

Supply air	4000 CFM
Ext. static pressure	0.6 IWG
Addl. Unit Losses (Options/Accessories)	0.58 IWG
Blower speed	1181 RPM
Max BHP of Motor (including service factor)	3.45 HP
Duct location	Bottom
Motor rating	3.00 HP
Actual required BHP	2.94 HP
Power input	2.74 kW
Elevation	0 ft.
Drive type	BELT
Requires field-supplied drive	true

Electrical Data

Power supply	208-3-60	230-3-60
Unit min circuit ampacity	50.9 Amps	50.9 Amps
Unit max over-current protection	60 Amps	60 Amps

Dimensions & Weight

Hgt	51 in.	Len	89 in.	Wth	59 in.
Weight with factory installed options	1335 lbs.				

Clearances

Right	12 in.	Front	36 in.	Rear	36 in.
Top	72 in.	Bottom	0 in.	Left	36 in.

Note: Please refer to the tech guide for listed maximum static pressures



10 Ton

- JCI Pro units are manufactured at an ISO 9001 registered facility and each rooftop is completely computer-run tested prior to shipment.

Unit Features

- Two Stage Cooling
- 240 MBH Input Stainless Steel, Two Stage Gas Heat
- Unit Cabinet Constructed of Powder Painted Steel, Certified At 750 Hours Salt Spray Test (ASTM B-117 Standards)
- Full perimeter base rails with built in rigging capabilities
- Scroll Compressor[s]
- Dry Bulb Low Leak Economizer w/Barometric Relief and Power Exhaust and Hoods (Bottom or Horizontal End Return Only) with Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511).
- Slide-out Blower/3 HP Belt Drive Motor Assembly
- Unit Ships with 2" Pleated Filters (MERV 8)
- Solid Core Liquid Line Filter Driers
- Replacement Filters: 4 - (24" x 20"). Unit accepts 2" or 4" wide filters.
- Non-Powered Convenience Outlet
- HACR Circuit Breaker/Disconnect
- Short Circuit Current: 5kA RMS Symmetrical
- Single Point Power Connection
- Through-the-Curb and Through-the-Base Utility Connections
- Phase Monitor
- Micro-Channel "all-aluminum" condenser coil, Copper tube/aluminum fin evaporator coil
- Composite Drain Pan - Front Connection
- Tool-free maintenance with features like hinged doors for all-access panels, slide-out blower and blower motor tray

BAS Controller

- IntelliSpeed control of the VFD based on stages of cooling. Provides Single Zone VAV Fan Operation as defined by ASHRAE 90.1 section 6.4.3.10.
- Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors.

Standard Unit Controller: Smart Equipment Control Board

- Safety Monitoring - Monitors the High and Low-Pressure Switches, the Freezestats, the Gas Valve, if Applicable, and the Temperature Limit Switch on Gas and Electric Heat Units. The Unit Control Board will Alarm on Ignition Failures, Safety Lockouts and Repeated Limit Switch Trips.

Warranty

- One (1) Year Limited Warranty on the Complete Unit
- Five (5) Year Warranty - Compressors and Electric Heater Elements
- Fifteen (15) Year Limited Warranty - Stainless Steel Heat Exchanger

R O N A N D R O M A N

April 7, 2021

Mr. Nick Dupuis
Plan Reviewer, City of Birmingham

Re: 720 N. Old Woodward – Vinewood Bistro (Lower Level in Kohler Building)

Dear Mr. Dupuis,

This letter addresses issues raised during the February 24th Planning Commission meeting at which time the project was postponed.

Since then, we have made revisions to the following items which should remove them from being contentious:

1. We have reduced the projection and valance height of the front canopy at Old Woodward to be compliant with the zoning ordinance.
2. We have reduced the projection and eliminated the ground mounted post which was not on our property at the rear entry canopy
3. We have noted the mechanical equipment screen height and included cut sheets for the proposed tallest rooftop equipment (the make up air unit).
4. We have added a new drawing showing all adjacent structures within 200 feet of the bistro and adjacent parking lot.
5. We have completed and added a photometric study plan

In addition to these specific technical requirements, a number of issues were raised by the commission which are addressed below:

Wintergarden configuration and use

The proposed wintergarden is an outdoor space where the exterior wall is comprised of permanently installed bronze screens and bronze screened man doors, with a new all glass wall with operable doors between the bistro interior and the Wintergarden. This space shall be heated with infrared electric heaters and will not utilize the HVAC system supplying the interior of the Bistro.

The screening allows for the opening of the glass wall doors between the Bistro and the Wintergarden when weather permits meeting Health Department requirements for preventing insects from entering the building. We are not proposing at any point to add any Isinglass or solid glass infills at the propose screen walls, and would propose to make that a condition of use.

The 26 proposed seats in the Wintergarden along with the proposed 38 seasonal

seats on the exterior portion of patio total 64 outdoor seats which are within the limit established by the Bistro ordinance.

The Wintergarden itself provides for the opportunity to apply for extended patio use for the 26 seats as a separate application available to all patios which is granted based on each specific location of patio in the City.

The building owner has adequate space in other floors of this building, and other spaces in the buildings he owns south of this project to store all outdoor furnishings requiring to be brought in daily.

Proximity of garage entry adjacent to proposed Bistro entry

Because of the configuration of grade at the neighboring south building garage entry, we believe there is less life safety concern with the cars entering this door due to the slow speed required to approach the grade then exists at the patios along Old Woodward where cars pull into angled spaces at speed, potentially overriding the curb and engaging patrons on sidewalk patios.

If the Planning Commission feels the need, we can add a guard component to prevent a pedestrian from engaging the change of grade.

Dumpster location and screening

We have studied the placement, configuration, enclosure and frequency of trash management for this project and the other businesses sharing this dumpster location. Currently, this project owner also owns the trash management company providing service there now.

The existing dumpsters leave a 13 ft 8 in clear drive, our solution provides for a 15 ft wide lane, allows for simpler servicing of the units, provides screening all around and accommodates a grease trap and ancillary storage space for cardboard which we have witnessed being stored at that area.

We shall work with the city to pursue any other required permits for the placement and use of this dumpster location.

Based on existing use and pickup schedule of twice weekly, we can increase the frequency of pickup to 3 times weekly or every other day as may be required based on the impact of the Bistro.

Deliveries

The typical Fedex and UPS deliveries expected for the Bistro are no different than that associated with the other businesses adjacent to this project, and the frequency is expected to be less than the adjacent businesses as they do not typically utilize those carriers for day to day business needs.

The delivery of food and dry good product will be scheduled to occur earlier daily as the operations of the restaurant require it. There will be no late night deliveries.

Clarification of number of seats and their location

This project proposes the following seats per the submitted plans:

Interior Seats	64
Wintergarden Patio Seats	26
Exterior Patio Seats	38

This results in 64 interior seats, and 64 patio seats.

Location of proposed outdoor patio

We believe strongly that the appropriate location for the patio associated with this Bistro belongs at the “storefront” of the bistro, and not dislocated on North Old Woodward. We interpret the intent of the Bistro Ordinance as providing seating in storefront windows with continuing the dynamic with the outdoor seating component. A freestanding patio on N. Old Woodward would be difficult to service and would be contrary to our interpretation of the ordinance.

We believe that the interest the City Commission expressed in this location for the Bistro promotes the proposed location of the patio.

With the changes to the construction of the patio noted in the paragraph following, we have also eliminated the fountains with lighting, and configured the patio with a built-in planter which will limit the number of patrons at the easternmost edge of the patio at its proposed location at the storefront of the Bistro.

Building within the AE floodplain/floodway

We have reviewed the State of Michigan Permit Requirements for building in the Floodplain and have revised our proposed construction of the entire rear patio and ramp area to be a wood framed structure with an IPE deck. As such we believe we can meet the requirements for permit approval with structural piers not interfering with floodwater flows. We also understand the flood insurance needs associated with building in the Floodplain.

This solution also provides for a simpler approach to the lease negotiation with the City for the proposed property on which the patio is proposed, allowing for simpler removal of the structure upon completion of the term of the lease.

The proposed use of wood also responds to the natural setting along the river.

Other Considerations:

We have visited this site during evening hours and have found that the most obtrusive component as viewed from the neighboring residential area is the existing pole mounted sodium vapor light lighting the northern end of the parking lot, and numerous pedestrian scaled city lights along the back of the building.

Signage Location:

We propose to pursue a variance for the sign location on the to be leased area for the patio. We believe this is the most reasonable location for the sign, and that its

removal would be required at the end of the term of the lease. The unique conditions of the project and the ability to provide for a subtle sign that would not set precedent as it would be tied to the lease makes the most sense. We will pursue a separate variance for this location.

Hours:

The owners shall address final operating hour considerations on hearing staff's information requested by Mr. Boyle on the operating hours of the 2 nearest bistros.

We look forward to continuing our dialogue with the commission, and hope the information provided above helps clarify the technical issues associated with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Roman Bonislowski". The signature is fluid and cursive, with the first name being the most prominent.

Roman Bonislowski, R.A.

Ron and Roman, Inc.

cc. Brian Najor
Christ Backos

R O N A N D R O M A N

Vinewood Bistro – April 6, 2021

Site Plan Review

Itemized List of Revisions

Front awning – reduced projection & valance height to be compliant with zoning ordinance

Rear canopy – reduced projection & eliminated ground mounted posts

Trash enclosure – revised layout to increase functionality

Roof screen – noted screen height & included cut sheets for heights of new equipment

Photometrics – added new photometric plan sheet to show proposed new light levels

Surrounding site – added new adjacent properties site plan, showing structures within 200' of bistro, and adjacent parking lot

Rear patio construction – revised construction method to wood deck framing on pier foundations rather than masonry walls with concrete slabs, as a better approach to new construction in the flood plain

Updated cut sheets – new wood decking, revised infrared heater, rooftop equipment, revised light fixtures, revised plantings

Narrative – included new narrative speaking to Planning Board's concerns discussed at previous meeting









City Of Birmingham
Regular Meeting Of The Planning Board
Wednesday, February 24, 2021
Held Remotely Via Zoom And Telephone Access

Minutes of the regular meeting of the City of Birmingham Planning Board held on February 24, 2021. Chair Scott Clein convened the meeting at 7:30 p.m.

A. Roll Call

Present: Chair Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Members Jason Emerine (arrived 8:30 p.m.), Nasseem Ramin (all located in Birmingham, MI, except for Bryan Williams who was located in Commerce Charter Twp.)

Absent: None.

Administration: Jana Ecker, Planning Director ("PD")
Brooks Cowan, City Planner
Nick Dupuis, City Planner
Laura Eichenhorn, City Transcriptionist

02-026-21

B. Approval Of The Minutes Of The Regular Planning Board Meeting of February 10, 2021

On page three of the minutes, second paragraph, Mr. Share recommended that 'neighborhoods' be changed to 'neighborhood associations'.

Motion by Mr. Share

Seconded by Mr. Williams to approve the minutes of the Regular Planning Board Meeting of February 10, 2021 as amended.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Share, Williams, Koseck, Boyle, Whipple-Boyce, Clein, Jeffares

Nays: None

02-027-21

C. Chair's Comments

Chair Clein welcomed everyone to the virtual meeting. He stated the meeting was being held under the auspices of state legislation. Chair Clein reviewed the meeting's procedures.

02-028-21

D. Review Of The Agenda

There were no changes to the agenda.

02-029-21

E. Special Land Use Permit and Final Site Plan & Design Reviews

1. 555 S. Old Woodward – Birmingham Pub (Formerly Triple Nickel), Special Land Use Permit Amendment request and Final Site Plan and Design Review to consider changes in ownership and name, as well as interior and exterior changes to allow the approval of Birmingham Pub, a food and drink establishment serving alcoholic liquor under an existing economic development license.

PD Ecker reviewed the item.

In reply to a question from Ms. Whipple-Boyce, PD Ecker noted that the Planning Board had the right to require changes to the third-floor balcony wall lights under the new SLUP. She stated the lights do not change quickly enough to run afoul of the ordinance regarding flashing lights. She stated that the City had not received any complaints regarding the wall lights.

After Board discussion regarding the wall lights, there was consensus that the effect of the lights was generally positive and did not need be limited by the SLUP.

There was also Board consensus that the eastern view of the kitchen should be cleared of pots, pans, and other clutter, and maintained that way.

Joseph Shallal, lawyer for the applicant, said the applicant, Joe Vicari, would commit to decluttering the view of the eastern window fronting Woodward.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Boyle to recommend approval to the City Commission of the applicant's request for Revised Final Site Plan for Birmingham Pub restaurant at 555 S. Old Woodward with the following conditions: (1) The Planning Board designates the Bowers elevation as the principal building frontage ~~or the applicant reduces the overall building signage by 47.76 sq. ft.~~; (2) The applicant remove the proposed illumination from the building identification sign on Woodward Avenue or obtain a variance from the Board of Zoning Appeals; and (3) Applicant provide all material, color and lighting specifications for all signage.

Mr. Shallal asked if a variance would need to be obtained for the proposed illumination of the building identification sign on Woodward Avenue since a variance was previously granted for the illumination of that sign, and usually variances stay with the building.

PD Ecker said the applicant would have to request another variance from the BZA because all granted variances are tied to the specific submitted plans as a condition of approval.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Whipple-Boyce, Boyle, Share, Williams, Koseck, Clein, Jeffares

Nays: None

Motion by Ms. Whipple-Boyce

Seconded by Mr. Boyle to recommend approval to the City Commission of the applicant's request for a Special Land Use Amendment for Birmingham Pub restaurant at 555 S. Old Woodward with the following conditions: (1) The Planning Board designates the Bowers elevation as the principal building frontage ~~or the applicant reduces the overall building signage by 47.76 sq. ft.~~; (2) The applicant remove the proposed illumination from the building identification sign on Woodward Avenue or obtain a variance from the Board of Zoning Appeals; (3) Applicant provide all material, color and lighting specifications for all signage; and (4) Applicant execute a revised contract with the City of Birmingham outlining the nature of the proposed operation of Birmingham Pub and approving the use of the existing Economic Development liquor license under the new name Birmingham Pub.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Whipple-Boyce, Williams, Boyle, Share, Koseck, Clein, Jeffares

Nays: None

2. 720 N. Old Woodward – Vinewood Bistro (Lower Level in Kohler Building), Special Land Use Permit request and Final Site Plan and Design Review to consider approval of Vinewood, a new bistro proposed at the rear of the building, including the service of alcoholic liquor.

CP Dupuis reviewed the item.

Chair Clein noted the Board received two emails from residents of Brookside, across the Rouge River from the proposed Vinewood Bistro. The emails were from Drew Detling and Kristen Tait, both expressing concerns about the proposed plans. He noted the emails would be included in the March 10, 2021 Planning Board agenda packet.

Brian Najor, co-applicant, Roman Bonislawski, architect, Ron Rea, architect, and Chris Bakos, restaurateur and co-applicant, were present on behalf of the application.

Mr. Bonislawski explained:

- The garage door opening at the north end of building will be removed and turned into a screen;

- There will be an infrared linear gas tube heating component in the building;
- The building will have fire sprinklers throughout;
- The rooftop mechanical will be screened;
- The proposed ducting architecture in the back of the building is because Kohler cannot have new shafts built through it;
- The grade differential outside the garage in the rear of the building means cars can only enter/exit very slowly;
- The rear canopy will be redesigned without the freestanding column;
- The part of the patio furthest from the building will be not engaged at all, with plans to sink it a bit to dampen the noise;
- There will be adequate space to take in the outdoor furniture at night in the off-season; and,
- There will be a separate natural gas radiant heater in the outdoor space, but nothing coming off of the interior HVAC into the outdoor space.

PD Ecker noted that the applicant could do off-season outdoor dining as long as they secure a permit from the City and bring in the outdoor furniture every night.

Chair Clein said the design was beautiful. He said he was supportive of the rear sign aesthetically but would defer to legal considerations on that. He asked what the applicant could do to address some of the nearby residents' concerns.

Mr. Bonislowski said that the foliage blocks a lot of the sound and light in spring and summer. The planned outdoor lighting is minimalist. He said they could add more greenery along the metal partition screening along the ramp, which faces Brookside to the east. He said the applicant team would be averse to putting any greenery between the outdoor dining and the river since part of the charm is seeing the river. He said their plans also keep the seats closer to the building rather than further out towards the ramp in order to maintain the distance from Brookside as much as possible.

Public Comment

Helene Fertal, owner/operator of Birmingham Wine, spoke largely in favor of the application. Her concerns were the often overfull dumpsters behind the building, and the grease trap given issues with flooding in the immediate area.

Kristen Tait, resident of Brookside, provided a brief overview of the concerns previously expressed in the email she submitted to the Board. She said that noise would be her biggest concern. She said that she is able to see and hear clearly across the river in all seasons. She also clarified that even when the foliage comes in, it still does not block her views into Vinewood's proposed outdoor seating area, and vice-versa.

Rob Kamenec, Brookside resident, said he was deeply concerned about the prospect of increased noise from Vinewood especially with the proposed closing hours of 1 a.m. He observed that staff would be staying after 1 a.m. to finish cleaning and closing, meaning that the noise would necessarily occur even after 1 a.m.

Mr. Share said that one evening the prior week he had been walking by Social Kitchen at 8 p.m. when the temperature was not above freezing. He said the outdoor seating area at Social was very crowded. He asked for some assurance from the applicant that the winter garden at Vinewood will not replicate some of the issues the City has faced from the outdoor seating at Social.

Some Board members asked for some clarifications of the plans in addition to the ones specified by CP Dupuis in his report. Those requests for clarifications included:

- Information about how deliveries will be handled;
- A floor plan that makes the number of seats and their location clear;
- Comments on the plans from City departments, including and especially the Fire Department; and,
- Consideration of the appropriate dumpster configuration due to the proximity of the river.

Ms. Whipple-Boyce said that two dumpsters are not enough behind Vinewood, and said she has often seen trash on the placed outside the dumpster. She recommended Mr. Najor consider a compacting dumpster for the rear of the building. She said she would not recommend adding a third dumpster. She advised the applicant team to have a conversation with the building owner to the south in order to make sure that Vinewood's plans do not conflict with the rear garage door used by the condominium owner on the top floor of that building. She said she was in favor of the winter garden idea as long as it is well-maintained.

Mr. Koseck expressed concerns about the outdoor seating not activating the street, which he stated was a significant aim of the bistro ordinance. He said that having the seating in the back could make it hard to police. He also said the logistics of trash pick-up, deliveries and cleaning would be made more difficult by the entrance in the back.

Mr. Jeffares noted that when bistro options were reviewed by the Commission at their October 26, 2020 meeting, Mr. Najor proposed two bistros: Vinewood and a bistro in the center of town that would have activated the street. He highlighted the fact that the Commissioners advanced the plans for Vinewood, even with the understanding that the outside seating would not be on the street, because it seemed like a unique opportunity to have seating by the river.

Mr. Williams, Mr. Jeffares, and Mr. Boyle expressed concern about making sure that the proposed hours do not adversely affect the residents across the river.

Mr. Williams recommended that staff return with information on the hours of operation for Market North and Luxe Bistro, the two nearest bistros, to see how those hours compare to the hours proposed for Vinewood.

Mr. Boyle said reviewing noise or other complaints for the two aforementioned bistros might clarify Vinewood's potential impact on the residents across the river since those two bistros abut residential area.

Mr. Koseck and Mr. Jeffares expressed concern about the high number of total proposed seats since the application was coming in as a bistro and not as a Class C license.

Mr. Emerine noted that the area behind the building is a regulated floodway, and that raising the ground elevation would require additional permits.

PD Ecker stated that information had been communicated to the applicant team.

Motion by Mr. Boyle

Seconded by Mr. Williams to postpone the discussion regarding 720 N. Old Woodward – Vinewood Bistro – to the April 14, 2021 Planning Board meeting.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Whipple-Boyce, Williams, Boyle, Share, Koseck, Clein, Jeffares

Nays: None

Motion by Mr. Williams

Seconded by Mr. Share to suspend the rules for the April 14, 2021 Planning Board meeting to allow the review of site plans.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Whipple-Boyce, Williams, Boyle, Share, Koseck, Clein, Jeffares

Nays: None

Mr. Jeffares noted the City should take a look at the lighting in Lot Six to see whether that can be better screened so as not to adversely affect the residences across the river.

02-30-21

G. Miscellaneous Business and Communications:

a. Communications

b. Administrative Approval Correspondence

After a brief review of the proposal from CP Dupuis, the Planning Board told Randy Dickow they had no initial hesitations about the Mad Hatter moving into the vacant space next door to their current location in order to expand their access to space for outdoor dining.

In reply to Mr. Jeffares, Mr. Dickow said he would remove the two gazebos currently in front of the Mad Hatter as soon as possible.

CP Dupuis then presented a brief proposal from Brooklyn Pizza that would include two outdoor dining pods.

Mr. Williams and Mr. Boyle said they did not like the proposed pod to the north.

Chair Clein said the zigzag path that would result from the ~~adding~~ **addition of** the dining pods would have negative ramifications for a visually impaired person's ability to navigate the sidewalk around the restaurant.

Ms. Whipple-Boyce said she could not endorse an administrative approval of the dining pods without more information on the proposed design and build.

c. Draft Agenda for the next Regular Planning Board Meeting (March 10, 2021)

d. Other Business

Chair Clein agreed with Mr. Williams that it would be helpful for the Board to receive feedback from the Commission regarding the master planning process thus far.

In order to solicit that feedback, the Chair explained the master planning team would be providing the Board with a letter summarizing their understanding of all the recommended changes to the first draft for the Board to review at their March 10, 2021 meeting. After the Board's review of the letter, the letter will then be sent on to the Commission with a request from the Board for feedback on the recommended changes.

02-031-21

H. Planning Division Action Items

a. Staff Report on Previous Requests

b. Additional Items from tonight's meeting

02-032-21

I. Adjournment

No further business being evident, the Chair adjourned the meeting at 10:23 p.m.

Jana L. Ecker
Planning Director



Special Land Use Permit Application – Bistro Planning Division

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

1. Applicant

Name: -see second sheet
 Address: _____

 Phone Number: _____
 Fax Number: _____
 Email address: _____

3. Applicant's Attorney/Contact Person

Name: -see second sheet
 Address: _____

 Phone Number: _____
 Fax Number: _____
 Email address: _____

2. Property Owner

Name: -see second sheet
 Address: _____

 Phone Number: _____
 Fax Number: _____
 Email address: _____

4. Project Designer/Developer

Name: ROMAN BONISLAWSKI / ROMAN & ROMAN
 Address: 176 E. FRANK ST.
BIRMINGHAM, AL 38009
 Phone Number: 248-202-3710
 Fax Number: _____
 Email address: ROMAN@ROMANOROMAN.COM

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject sites property lines;
 - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - iii. A Certified Land Survey;
 - iv. Interior floor plans;
 - v. A Landscape Plan;
 - vi. A Photometric Plan;
 - vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if the applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 710 N. OLD WOODWARD
BACK SIDE OF BUDG FACING CREEK
 Name of development: N.A.
 Sidwell #: N.A.
 Current Use: POTENTIAL STORAGE OR BUSINESS
 Proposed Use: A-1 ASSEMBLY BISTRD.
 Area of Site in Acres: _____
 Current zoning: O2 OVERLAY O2
 Is the property located in the floodplain? YES.
 Name of Historic District Site is Located in: N.A.
 Date of Historic District Commission Approval: N.A.

Date of Application for Preliminary Site Plan: _____
 Date of Preliminary Site Plan Approval: _____
 Date of Application for Final Site Plan: 2/3/21
 Date of Final Site Plan Approval: _____
 Date of Application for Revised Final Site Plan: _____
 Date of Revised Final Site Plan Approval: _____
 Date of Design Review Board Approval: _____
 Is there a current SLUP in effect for this site? NO
 Date of Application for SLUP: _____
 Date of SLUP Approval: _____
 Date of Last SLUP Amendment: _____



Special Land Use Permit Application – Bistro Planning Division

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

1. Applicant

Name: Christ Backos - Brian Najor
Address: 600 N. Old Woodward, Suite 100, Birmingham, MI 48009

Phone Number: 248-433-7000
Fax Number: 248-433-0900
Email address: kim@najorcompanies.com

3. Applicant's Attorney/Contact Person

Name: Paul Addis
Address: 18 First Street, MI Clemens MI

Phone Number: 586-212-5227
Fax Number: 586-221-4140
Email address: paddis@michiganjustice.com

2. Property Owner

Name: Maplewood 720, LLC
Address: 600 N. Old Woodward, Suite 100, Birmingham, MI 48009

Phone Number: 248-433-7000
Fax Number: 248-433-0900
Email address: kim@najorcompanies.com

4. Project Designer/Developer

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email address: _____

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject sites property lines;
 - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - iii. A Certified Land Survey;
 - iv. Interior floor plans;
 - v. A Landscape Plan;
 - vi. A Photometric Plan;
 - vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if the applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: _____
Name of development: _____
Sidwell #: _____
Current Use: _____
Proposed Use: _____
Area of Site in Acres: _____
Current zoning: _____
Is the property located in the floodplain? _____
Name of Historic District Site is Located in: _____
Date of Historic District Commission Approval: _____

Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____
Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Application for Revised Final Site Plan: _____
Date of Revised Final Site Plan Approval: _____
Date of Design Review Board Approval: _____
Is there a current SLUP in effect for this site? _____
Date of Application for SLUP: _____
Date of SLUP Approval: _____
Date of Last SLUP Amendment: _____

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

REWORK EXIST. SPACE & CITY OWNED PARCEL INTO NEW BISTRO W/ NEW OUTDOOR STAIRS, RAMP & PLANTINGS W/ GAS TIKI TORCHES, FOUNTAINS, GUARDS, SCREEN ENCLOSED PORCH, BAR/RESTAURANT KITCHEN WITH NEW EXHAUST & MAKE UP AIR DUCTING ENCLOSED ARCHITECTURALLY ON REAR OF BUILDING WITH NEW ROOFTOP MECHANICAL EQUIPMENT & EQUIPMENT SCREEN WALL ON ROOF, ADDING ENCLOSURE TO TRASH RECEPTACLES, & NEW SIGNAGE & ARCHITECTURAL TREATMENT OF EXISTING N. OLD WOODWARD BLDG ENTRANCE.

8. Buildings and Structures

Number of Buildings on Site: 1 Use of Buildings: RETAIL & OFFICE.
Height of Buildings & # of Stories: APPROX 21' @ OLD WOOD. Height of Rooftop Mechanical Equipment: 5 FT HIGH.

9. Floor Use and Area (in Square Feet)

Structures:
Restaurant Space: 3,372 SF.
Office Space: EXIST
Retail Space: EXIST.
Number of Residential Units: N.A.
Rental or Condominium?: N.A.
Total Floor Area: 3,372.

10. Proposed Bistro Operation

Number of Indoor Seats: 64
Number of Outdoor Seats: 64
Entertainment Proposed: NO
Previous LCC Complaints?: N.A.
Number of Tables along Street Façade: 2 BOOTHS 8 SEATS
Type of Cuisine: REAR.
Bar Area?: YES
Number of Seats at Bar: 10
Full Service Kitchen?: YES
Percentage of Glazing Proposed: 100% @ NEW INNER WALL
Years of Experience in Birmingham: N.A.
Years of Experience Outside Birmingham: N.A.

11. Required and Proposed Setbacks

Required Front Setback: 0
Required Rear Setback: 0
Required Total Side Setback: 0
Proposed Front Setback: 0
Proposed Rear Setback: 0
Proposed Total Side Setback: 0

12. Outdoor Dining Facility

Location (sidewalk right-of-way or on-street parking space): REAR SCREEN PORCH & CITY LEASE PROP.
Hours of Operation:
Width of unobstructed sidewalk between door and café? (5 ft. required):
Platform Proposed: N.A.
Trash Receptacles: IN SERVICE STATION.
Number of Tables/Chairs: 26 TABLES/64 CHAIRS.
Material of Tables/Chairs:
Tables Umbrellas Height & Material: METAL & CANVAS.
Number and Location of Parking Spaces Utilized: CITY PARKING LOT.
Screenwall Material: WELDED WIRE MESH.
Enclosure Material: @ TRASH, PAINTED CMU 6' H.

13. Required and Proposed Parking

Required number of parking spaces: N.A.
Location of parking on site: ADJACENT CITY LOT & @
Screenwall material: EXIST OLD NEW WOODWARD.
Shared Parking Agreement?: N.A.
Location of parking off site: N.A.
Height of screenwall: N.A.

14. Landscaping

Location of landscape areas: OUTDOOR @ EAST END OF OUTDOOR PATIO W/ LAWN, & PLANTED FLOWER BOXES ALONG REAR SCREEN ENCLOSED WALL - PLANTED WITH ENGLISH IVY (NOT PROPOSED TO GROW ONTO BRICK) & PLANTERS ON DECK ABOVE W/ VINCA MINOR PLANTINGS.
Proposed landscape material: SEE DESCRIPTION @ LEFT.

15. Streetscape

Sidewalk width: EXIST 5' REAR WALK.
Number of benches: N.A.
Number of planters: N.A.
Number of existing street trees: N.A.
Number of proposed street trees: N.A.
Streetscape plan submitted? N.A.

Description of benches or planters: N.A.
Species of existing trees: N.A.
Species of proposed trees: N.A.

16. Loading

Required number of loading spaces: N.A.
Typical angle of loading spaces: N.A.
Screenwall material: N.A.
Location of loading spaces on site: ADJACENT PARKING LOT.

Proposed number of loading spaces: N.A.
Typical size of loading spaces: N.A.
Height of screenwall: N.A.
Typical time loading spaces are used: N.A.

17. Exterior Waste Receptacles

Required number of waste receptacles: 1
Location of waste receptacles: @ CURRENT LOCATION
Screenwall material: PAINTED CMU.

Proposed number of waste receptacles: EXIST CITY SHARED TRASH
Size of waste receptacles:
Height of screenwall: 6'

18. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: -
Size of transformers (L*W*H): -
Number of utility easements: -
Screenwall material: -

Location of all utilities & easements: -
Height of screenwall: -

Ground Mounted Mechanical Equipment:

Number of ground mounted units: -
Size of ground mounted units (L*W*H): -
Screenwall material: -

Location of all ground mounted units: -
Height of screenwall: -

Rooftop Mechanical Equipment:

Number of rooftop units: 1 NEW
Type of rooftop units: MAKE-UP AIR UNIT.
Screenwall material: CORRUG. PAINTED METAL.
Location of screenwall: ROOF SURROUNDINGS
EXIST & NEW EQUIP.

Location of all rooftop units: PER ROOF PLAN
Size of rooftop units (L*W*H): NEW 4'x6'x5'H.
Percentage of rooftop covered by mechanical units: MIN.
Height of screenwall: 5'H.
Distance from rooftop units to all screenwalls: MIN 3'

19. Accessory Buildings

Number of accessory buildings: -
Location of accessory buildings: -

Size of accessory buildings: -
Height of accessory buildings: -

20. Building Lighting

Number of light standards on building: 8
Size of light fixtures (L*W*H): 6" phi x 12" H.
Maximum wattage per fixture: 90 ERLV (13 W LED)
Light level at each property line: 0

Type of light standards on building: CYLINDER DOWNLIGHTS & REPLACE 1 RECESSED.
Height from grade: +/- 10'
Proposed wattage per fixture: EQUAL TO 90 WATTS INCANDESCENT

21. Site Lighting

Number of light fixtures: (3) IN POOL LIGHTS
Size of light fixtures (L*W*H):
Maximum wattage per fixture:
Light level at each property line: 0

Type of light fixtures: IN POOL, & TIKI TORCHES.
Height from grade: @ GRADE & @ 7' @ TORCH.
Proposed wattage per fixture:
Holiday tree lighting receptacles: YES :

22. Adjacent Properties

Number of properties within 200 ft. THE ENTIRE BLOCK EXCLUDING 620 N. OLD WOODWARD

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

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

Signature of Owner: - see attached Date: _____

Print Name: _____

Signature of Applicant: - see attached Date: _____

Print Name: _____

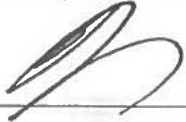
Signature of Architect: *Roman Bonislowski* Date: 2/3/21

Print Name: ROMAN BONISLAWSKI, R.A.

<i>Office Use Only</i>		
Application #: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Accepted by: _____

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

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

Signature of Owner:  _____ Date: 2/3/21

Print Name: Brian Najor

Signature of Applicant: _____ Date: _____

Print Name: _____

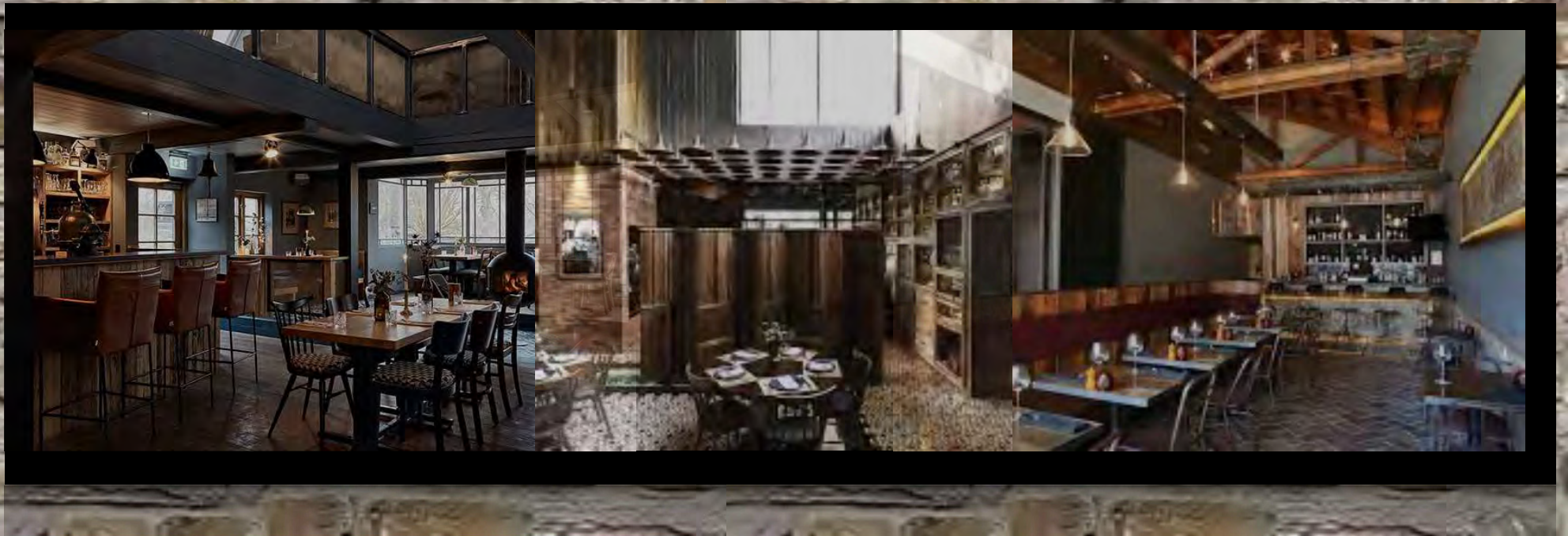
Signature of Architect: Christ Backos _____ Date: 2/3/21

Print Name: Christ Backos

<i>Office Use Only</i>		
Application #: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Accepted by: _____

Vinewood

Kitchen & Cocktails



Starters

Crispy Calamari
lemon . parsley . chili aioli

Prime Meatballs
burrata . Parmesan . heirloom tomato Marinara . arugula pesto



King Crab Bruschetta
lemon butter . parsley . dill

Tuna Tartar
avocado . yuzu . homemade tortilla chips



Oysters on the half shell
yuzu granita . spicy cocktail

Chicken Nachos

homemade tortilla chips . cheddar jack . black bean queso . jalapeños . black olives . lettuce . salsa verde . sour cream . guacamole

Chips and Cheese

homemade tortilla chips . black bean queso . salsa verde

Deviled Eggs

king crab . caviar

Baked Fontina Dip

olive oil . rosemary . thyme . garlic . crostini . homemade tortilla chips

Steamed Mediterranean Mussels

spicy heirloom tomato marinara . garlic crostini



Sweet Potato French Fries
homemade ranch . honey mustard

Jumbo Shrimp Cocktail
spicy cocktail

Buffalo wings

blue cheese dressing . celery sticks



Crock of Pimento Cheese
crackers . celery sticks . carrot sticks

Salads

Imported Burrata

king crab . Heirloom Tomato . Arugula . Crostini . olive oil . balsamic

Shredded Kale

grilled chicken oregano . mushrooms . bacon . parmesan . herb vinaigrette

Steak Salad

tenderloin tips . iceberg . romaine . cucumber . tomatoes . green beans . hardboiled eggs . fingerling potatoes . blue cheese . herb vinaigrette

Classic Greek

grilled chicken oregano . imported feta . tomatoes . cucumbers . kalamata olives . roasted beets . olive oil . lemon

Roasted Beet

whipped goat cheese . pistachio . arugula . crostini . dijon mustard vinaigrette

Ora King Salmon Cobb

roasted corn . tomato . bacon . avocado . homemade ranch

Cauliflower Crunch

grilled chicken oregano . feta . apples . pistachios . dried cranberries . mint . parsley . dijon mustard vinaigrette

Soups

Vegetarian Chili

Potato cheddar
Spicy Sausage Lentil



Entree

Boz Creekstone filet

garlic & rosemary butter . roasted fingerling potatoes . sautéed green beans

Steak & Frites

16 oz bone in ribeye

special seasoning . rosemary sea salt french fries . sweet potato fries or greek fries

Spaghetti with Prime Meatballs

Heirloom tomato marinara . imported burrata (make it spicy!)

Chicken Parmesan

spaghetti with heirloom tomato marinara (make it spicy!)



Grilled Chicken Oregano

Tzatziki . greek fries



Ora King Salmon

Roasted corn and avocado salsa . wilted spinach

Fish and Chips

fresh fried halibut . rosemary sea salt french fries . homemade tartar sauce

Chicken Finger Platter

homemade ranch . honey mustard . rosemary sea salt french fries

Lamb Chops

greek fries . mini greek salad



Sides

Roasted Fingerling Potatoes

Sautéed Green Beans

Steamed Broccoli

Sweet Potato Fries

Rosemary Sea Salt Fries

Greek fries

Cauliflower Au Gratin



Sandwiches

Philly Cheesesteak

thin sliced tenderloin . peppers . onions . mushroom . provolone
rosemary sea salt french fries

Baja Fish Tacos

Fried Halibut . salsa verde . homemade tortilla chips . guacamole

Pimento Cheese Stuffed Burger

lettuce . tomatoes . chili aioli
rosemary sea salt french fries

Cheddar Burger

hand-packed patty . cheddar . caramelized onions
rosemary sea salt french fries



Desserts

Butter Cake

vanilla ice cream . homemade whipped cream

Loukamaides

cinnamon . honey

Homemade Oreo Ice Cream Cake

Belgian Chocolate Soufflé Cake
Vanilla ice cream . homemade whipped cream



Vinewood Kitchen and Cocktails is a modern casual American restaurant, which features a wide selection of menu items with a hint of clean mediterranean influence, focusing on healthy options with a twist. Designed specifically for the Birmingham clientele, we source the highest quality ingredients to provide the very best in our industry. The full service bar offers unique craft beers, fine wine, and scratch cocktails. Our core philosophy is to provide outstanding service and food in a casual but still upscale atmosphere. Our goal is to become Birmingham's go-to neighborhood restaurant with something for everyone.

Kids Menu

Fish and Chips

Kids Burger and Fries

Salmon and Steamed Broccoli

Chicken Fingers and Fries with Homemade Ranch

Spaghetti and Meatballs

Baked Cauliflower Au Gratin with Sautéed Green Beans

Owner/Operator Christ Backos has been in the food business for over 25 years. He has owned and operated full service restaurants, bars, and banquet facilities over that span of time. He currently owns and operates Ernie's Medditeranian Room which is an upscale mediteranian concept and banquet facility in Clinton Township. He also owns and operates three Leo's Coney Island Franchises in Macomb County, The Detroit Food Company which is a full service off premise catering company, and the Fresh Food Kitchen which is a meal prep food delivery service. For this project, he has collaborated with executive chef Sarah Nahas Hormi, a graduate of the New York Culinary Institute. She is a culinary producer for the show Chopped, Chopped Jr. & Chopped Sweets on the Food Network.

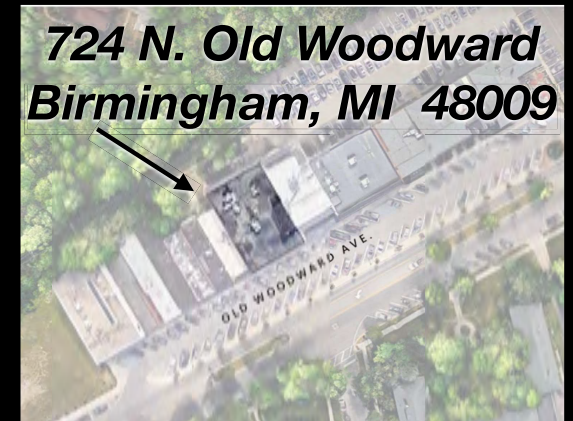


Our vision for the interior is modern meets rustic. A warm but sophisticated vibe that is family friendly, a true neighborhood restaurant.



Proposed lower level space where garage doors or accordion windows would open to the outside.

**724 N. Old Woodward
Birmingham, MI 48009**



Proposed Floor Plan



ARCHITECTURAL
STAINLESS
INC.

PROJECT NO.	DATE
CLIENT	SCALE
DESCRIPTION	DATE
DESIGNER	DATE
DRAWN BY	DATE
CHECKED BY	DATE

Vinewood Kitchen & Cocktails
 BIRMINGHAM, MI

SEATING-BAR: (10) PERSONS
 SEATING-DINING: (44) PERSONS

PLAN APPROVED FOR EQUIPMENT _____
 DATE _____

SCALE: 1/4" = 1'-0"
 SHEET NO: FS-1

Financially, after 20 plus years in the food business and having a great deal of success and currently owning multiple loacations, myself and my business partner and landlord Brian Najor will both be making capital contributions to build out the proposed space.





720
Rockford



721

NO PARKING
IN FRONT OF
BUS STOP
OR IN FRONT
OF DRIVEWAY



720
N Woodward

UNLICENSED
RECYCLER WILL BE
FINED AND ALL
TRASH MUST BE
REMOVED FROM
THE AREA WITHIN
24 HRS OF 5:00 PM

724



KOHLER

FOR LEASE

DR. J. SESHIAI, D.M.S.
FRIENDLY DENTAL OFFICE

720

724





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FOR LEASE
248.433.7000
www.najor.com

KOHLER

724

JOHN M. SUSHKO, D.D.S.
FRIENDLY DENTAL OFFICE

720

720
MAPLEWOOD OFFICE PARK

PAPILLON
BLANC



Restaurant Name	Address	Restaurant Seating			Indoor Hours of Operation							Outdoor Ends
		Indoor	Outdoor	Total	S	M	T	W	T	F	S	
Adachi Sushi	325 S. Old Woodward	65	67	132	11:30 am - 10 pm	11:30 am - 10:30 pm		11:30 am - 11:30 pm				12:00 am
Bella Piatti	167 Townsend	62	28	90	11:00 am - 12:00 am							12:00 am
Birmingham Sushi Café	377 Hamilton Row	65	24	89	11:00 am - 9:30 pm	11:00 am - 10:30 pm		11:00 - 11:00 pm				12:00 am
Bistro Joe's	34244 Woodward	64	60	124	8:00 am - 9:30 pm							12:00 am
Churchills Bistro & Cigar Bar	116 S. Old Woodward	63	12	75	Never provided							12:00 am
Elie's Mediterranean Grill/Bar	263 Pierce	64	24	88	Never provided							12:00 am
Forest Grill	735 Forest	64	30	94	11:00 am - 12:00 am							12:00 am
La Strada Café	243 E. Merrill	65	14	79	8:00 am - 3:00 pm	7:00 am - 10:00 pm		7:00 am - 11:00 am				12:00 am
Luxe Bar & Grill	525 N. Old Woodward	59	12	71	11:00 am - 11:00 pm							12:00 am
Mad Hatter Café	185 N. Old Woodward	58	24	82	9:00 am - 10:00 pm			9:00 am - 11:00 pm				10:00 pm
Maple Road Taproom (Whole Foods)	2100 E. Maple	36	33	69	8:00 am - 10:00 pm							10:00 pm
Market North End	474 N. Old Woodward	64	44	108	11:00 am - 12:00 am							12:00 am
Pernoï	310 E. Maple	65	26	91	Special Events Only		5:00 pm - 11:00 pm					12:00 am
Salvatore Scallopini	505 N. Old Woodward	64	34	98	11:00 am - 12:00 am					9:30 am - 12:00 am		12:00 am
Social Kitchen & Bar	225 E. Maple	64	86	150	9:30 am - 12:00 am	11:00 am - 12:00 am			9:30 am - 12:00 am			12:00 am
Tallulah Wine Bar & Bistro	155 S. Bates	64	42	106	11:00 am - 12:00 am							12:00 am
Toast	203 Pierce	65	59	124	8:00 am - 4:00 pm	7:00 am - 3:00 pm	7:00 am - 8:00 pm		8:00 am - 9:00 pm			Same as Business
Townhouse	180 Pierce	50	64	114	Never provided							12:00 AM

Fwd: 720N. Old Woodward - Vinewood Bistro

Drew Dettling <dsdettling@comcast.net>
To: ndupuis@bhamgov.org

Wed, Feb 24, 2021 at 11:04 AM

Nicholas

Below is an email I just sent Jana. I'm pretty sure it's too late to distribute to Planning Board members for tonight's meeting (if you could get it in their hands, that would be great). But I did want them to know that Brookside residents do have an opinion.

Drew Dettling

Begin forwarded message:

From: Drew Dettling <dsdettling@comcast.net>
Subject: 720N. Old Woodward - Vinewood Bistro
Date: February 24, 2021 at 10:52:05 AM EST
To: jecker@bhamgov.org

Jana

I'm writing to voice my opposition to the Vinewood Bistro, which will be the subject of a Special Land Use Permit and Final Site Plan and Design Review hearing tonight before the Planning Board. I apologize in advance for the tardiness of this letter, but I've been out of town and just received the hearing notice yesterday.

By way of background, I live at 740 Brookside Ave. My home is directly across Parking Lot #6 and the Rouge River from the proposed Bistro. As you know, Brookside Ave is a quiet residential dead-end street of single family homes. I have significant concerns about the hours of operations, light and noise 'pollution' and kitchen odors of the proposed Bistro. The homes on Brookside sit at higher elevations from the street and the foliage along the river provides minimal screening from Lot #6 (even in the summer). The proximity of the proposed Bistro to our homes is roughly equivalent to having your house sitting on the play structure in Booth Park, facing Market Northend. The light, noise and odors from Vinewood will significantly detract from our ability to enjoy the peace and quiet of our homes. It will also significantly detract from the value of our homes. Since the developer / operator of Vinewood has not yet specified the hours of operation, I'm assuming the worst case; they will want to be open until 1am, similar to Luxe. This is not tenable.

Regarding the situation with the dumpsters, the current dumpsters in Lot #6 fill rapidly, requiring collection 2-3 times per week. The dump trucks typically pick up at 6am, further disturbing our peace and quiet. With the addition of Vinewood, either more dumpsters or more frequent collection will be needed. And since the dumpsters sit right next to the river, any overflow of kitchen waste will create a bad environmental situation, not to mention the need for additional pest and rodent control.

I understand the intent of the Bistro Ordinance is to activate the streetscape and promote a more pedestrian oriented environment, by requiring outdoor dining. 'Bistros must have tables located in the storefront space lining any street, or pedestrian passage'. Vinewood's outdoor dining abutting Parking Lot # 6 stretches the definition of street or pedestrian passage to the breaking point. I don't understand the purposed of 'activating' a surface parking lot. If Vinewood wanted to comply with the spirit of the Ordinance, they would find a way to place the Bistro so it's outdoor dining fronted on Old Woodward.

To the best of my knowledge, no Bistro in Birmingham has an entrance, signage and outdoor dining facing single family residential housing. I think that is for a reason; protect and respect the single

family neighborhoods. Prior Planning Board and Bistro owner decisions have respected that intent. Approving Vinewood as proposed would break with that precedent and open the possibility for further deterioration of our neighborhoods. I thought the City's recent strategic planning effort was placing more emphasis on the neighborhoods. I don't believe approving Vinewood is honoring the intent of the strategic plan.

Respectfully,

Drew Dettling
740 Brookside Ave.



Nicholas Dupuis <ndupuis@bhamgov.org>

Parking issues in North Old Woodward

1 message

kshama Jay <kshamajay@gmail.com>

Wed, Apr 14, 2021 at 2:26 PM

To: ndupuis@bhamgov.org

Cc: EMG Property Admin <propertyadmin@emgcondo.com>, Dennis Gistingner <dgistingner@gmail.com>, Kristin Bongiovanni <kbongi@gmail.com>, kshama Jay <kshamajay@gmail.com>

Good Afternoon,

I have been informed that the township has a planning Board meeting to discuss an addition of a new Restaurant and Bar in the Kohler Building off North Old Woodward Avenue. While this is great for the township, the parking needs to be addressed and considered a priority before entertaining approval of new businesses. As a homeowner and resident of the North end, I was on a zoom call last year when the city and planning board voted to approve the extension of luxe Bistro and Bar. I asked the question then and will ask it again, **what is the city doing to assure that the planning includes parking as well?**

We have a private parking area that is constantly occupied and used by patrons of the different restaurants, not sure how we can stop this. The city's parking ordinance states that this is a private lot. I have reached out to the owners of Luxe as well to help with the logistics of the current foot traffic and vehicle traffic. The flat lot across the area where the farmers market takes place needs to be updated to incorporate the traffic that is expected with these expansions or maybe the city as other ideas to help alleviate the congestion.

We need more traffic police in the area, FYI ,it is a good source of revenue for the city. We can provide the vehicles that are legally allowed to park in the area (we plan on using a parking decal). Bottom line is that the businesses in the area do not help as the city does not follow through on what is expected to keep the peace. As the city of Birmingham expands its commerce it would be prudent to ensure the safety of the residents while improving the infrastructure to match its expansion.

Thank you for your time and I look forward to hearing from you and/or the city of Birmingham.

Kshama Jayasuriya
kshamajay@gmail.com



Nicholas Dupuis <ndupuis@bhamgov.org>

new restaurant

Lori Karbal <lorikarbal@gmail.com>
To: ndupuis@bhamgov.org

Wed, Apr 14, 2021 at 1:00 PM

I am a business owner at 560 North Old Woodward. Please do not put in a restaurant down here. We finally have parking here after so many years of problems. Also, the noise in the neighborhood.

Thank you

Lori Karbal
560 North Old Woodward
Birmingham, Michigan 48009

Dear members of the Birmingham Planning Board:

I am writing in regard to the proposed bistro “Vinewood Bistro” at 720 N Old Woodward. This is proposed for the back lot of Parking Lot No. 6, behind the Merrillwood building & associated buildings to its north. My properties, 692 and 724 Brookside Ave., are across the Rouge to the east and look directly onto the lot and building. I disagree with the proposal and urge the Board to deny the application for the following reasons:

1. Increased noise & traffic
2. Increased light pollution
3. Location
4. Restaurant density/saturation, especially with regards to traffic & parking

To begin, let me provide some physical context to help support this comment of Nicholas Dupuis’: *“[T]here are single family residences across the river that may be affected by any noise or light emanating from the proposed patio.”*¹

Because my properties are on a substantial hill and are much higher than the level of Lot 6, they have a direct view down onto this area. After the 2018 extension of the lot and removal of trees/brush on the west side of the Rouge, which was preceded by the loss of many elm trees due to the emerald ash borer, there is now very little natural shielding. As a result, I can see everything that goes on in the lot and often what happens inside the buildings. This clear sightline is, of course, heightened during winter. From my upstairs windows I have an even more unobstructed view.

The landscaping planted after the 2018 lot extension is not thriving; as I look out of my window, 5 of the 12 evergreens I see are brown and dying/dead. During the spring thaws and large rain events the lot often is partially underwater. While plantings at the south end of the parking lot were chosen with inundation in mind, the remainder of the plantings obviously were not. Thus, shielding from mature evergreens in the landscaping is less likely and is at least several more years into the future. Because of the hill and driveways, I cannot use landscaping on my own properties to shield my view (to cover my upstairs windows, trees need to grow at least 50 feet, something only achieved by three existing 100-year old oaks).

Regarding the bistro itself, I have four main objections:

¹ Memorandum of February 24, 2021 from Nicholas Dupuis, City Planner, to Jana Ecker, Planning Director, as included in the Full Agenda of the February 24, 2021 Planning Board meeting, page 81.

1. INCREASED NOISE POLLUTION & TRAFFIC

As I stated above, there is very little shielding my properties from Lot 6 and its buildings. Luckily, during the day there is minimal noise, as the lot is used mainly by employees and short-term visitors to the businesses. At night, noise is from patrons of Market North End, Luxe, & Salvatore Scallopine; at times this can get quite raucous, but it is rare that those patrons park directly across from me. Regardless, I hear car doors, engines, the occasional car alarm, and even loud conversations. I can even set my watch by the schedule of the office cleaners, who dispose of their trash in the dumpsters and then idle their engines around midnight Monday-Saturday.

A bigger noise impact is indeed from the dumpsters (at both ends of the lot) which are emptied most days between 6 and 7:30am; the accompanying bangs and wall-shaking thuds are heard and felt quite clearly. More intrusive yet is the Farmer's Market; for 6 months (May to October), every Sunday it often gets loud enough that I cannot drown out the noise with music (played inside my home with the windows closed).²

With the exception of petitioning the Farmer's Market organizers to limit/eliminate amplified music (both recorded and live), I have accepted that these noises are part of living in what is now an urban environment. I am no stranger to city life, having lived in various downtowns during my graduate school years, and accept that sounds like dumpsters emptying and car doors are part of the city soundscape. However, with each additional noise source the enjoyment of living in my house diminishes, and I fear the value of my property will drop further. The increased traffic noise from Woodward has already affected the assessment of my property, as evidenced from the bank appraisal done last year during the course of refinancing my home equity loan.³

With Vinewood Bistro operating in this location, more noise will be constant all day long, seven days a week. Judging from behavior of diners at the three established night-time restaurants in this city block, patrons will not merely dine inside/on the patio but will also congregate around cars and on the walkways. In addition to the public hours, restaurant staff will be prepping early and cleaning up late – an impact often overlooked by planners. I do not see a staff break room on the plans, so I expect that staff will take breaks in the parking lot, much like they do in the alleys behind other Birmingham restaurants. In addition, also in the early hours deliveries will be made and dumpsters emptied more frequently and/or in greater quantity.

² An exception was the 2020 season, as the market was drive-through only that year and as a result, was hardly noticeable.

³ “[A] potentially adverse noise” because the property “is adjacent to a busy road (in the rear)...[T]his has been considered to have an effect on value or marketability”. *CoreLogic Valuation of 692 Brookside Ave from March 25 and May 15 2020*.

I take this time to mention the chance for increased vermin. Rats are endemic to cities; I do not expect Birmingham to be exempt. However, we have been fortunate in my neighborhood to escape large-scale infestation.⁴ While much of this can be attributed to good garbage handling and yard maintenance, there is also the fact that the majority of the waste deposited in Lot 6's dumpsters is not from food.

2. INCREASED LIGHT POLLUTION

As detailed above, a large amount of natural shielding/buffer between Lot 6 and Brookside has been lost in recent years. With the installation of new street lamps in the lot, plus the construction of the Pearl and consequent reduction in mature trees at the north end of Brookside, my properties are now never dark. Blackout curtains in the bedrooms are necessary to block out enough light to allow the rooms to be somewhat conducive to sleep. The twinkling of the red lights from the newer parking meters has also added to the light pollution reaching my properties. We cannot afford to have more light reach us on Brookside – not only from the bistro but from the headlights of the cars of bistro patrons.

3. LOCATION

The entire back of Lot 6, and especially the new extension, are in a Special Flood Hazard Area (SFHA) as designated by FEMA⁵ (see also the attached map). In fact, the entire Merrillwood complex and the back half of buildings to its north – **including this proposed bistro location** - are in in the SFHA, with the majority of the back of Lot 6 designated further as Regulatory Floodway. This alone should be enough to dissuade the Planning Board from approving this application.

Natural flooding is common in this area, both from spring thaws and from heavy rain events. Further development/use of the area should be discouraged.

This is the back of 720-790 Woodward in March 2020:

⁴ The exception, of course, is Market North End; in recent years I have seen rats on occasion when walking on Ravine at dawn/dusk, and cannot help but think they are the direct result of the dumpsters behind that restaurant.

⁵ <https://msc.fema.gov/portal/search?AddressQuery=692%20Brookside%20Ave%2048009#searchresultsanchor> .

See also:

https://msc.fema.gov/arcgis/rest/directories/arcgisjobs/nfhl_print/agolprintb_gpserver/jbd5c654db52c4c2f9477e75f402e1796/scratch/FIRMETTE_31170d74-ed41-47a0-bfdf-8b6c911784e2.pdf



In February of 2019 (as seen from Brookside Ave)



February 2017:



February 2016 (This is a still from a 3-minute video):



4. RESTAURANT DENSITY/SATURATION

While the zoning of this portion of Old Woodward does allow for use as a bistro, within 1 block there are already 3 (soon to be 4) dining establishments that are open at night and serve alcohol. Three additional daytime cafes are also open. Had the Planning Board and the City Commissioners really wanted to expand the bistro dining opportunities in this area, there would have been an optimal chance to do so when The Pearl was proposed and built. Instead, there is now concern over the parking impact a 2-table juice bar will have – what will the impact be of a full-service lunch & dinner bistro serving alcohol? Isn't it contradictory to discourage a juice bar with its quick service and short visits at the same time you encourage an establishment that will have lengthier visits and 64 patrons?

The vehicle and pedestrian traffic at the corners of Ravine/Old Woodward and Harmon/Old Woodward is already heavy at night and on the weekends. Rare is the day/night that I use Ravine to exit/access my neighborhood. Between delivery trucks in the morning on Ravine and in the center of Old Woodward, jaywalkers at all times, and drivers who idle waiting for the perfect parking spot, the area has become increasingly risky to drivers. The perennial problem of protecting pedestrians crossing Old Woodward has yet to be solved, and I fear the day a serious (or, god forbid, fatal) accident occurs from a distracted driver. The area is utilized enough and, in my opinion, would not benefit from the additional of yet another bistro.

Based on the October 26, 2020 City Commission meeting minutes, another location in Downtown Birmingham has been also proposed for a similar concept bistro by the same owner. This location is a much more suitable property to consider, especially considering the recent closure of several restaurants in the same area. As the current pandemic continues to ravage the hospitality industry, I believe it would be prudent to encourage redevelopment of empty properties in Downtown, rather than forcing a restaurant onto a new location.

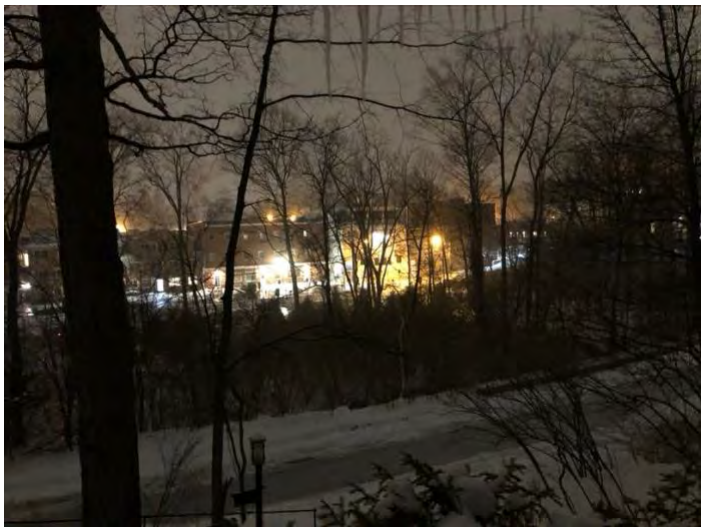
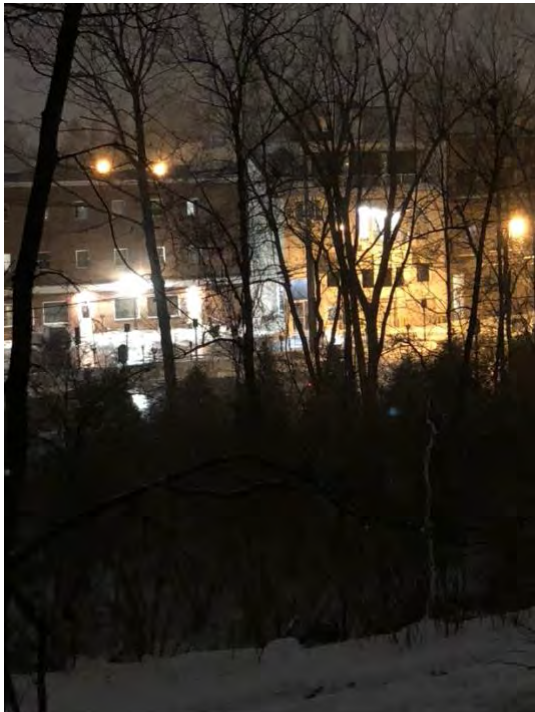
My family has lived on Brookside since 1942, I grew up here, and I moved back more than twenty years ago. I feel lucky to be still living and working here. Part of the attraction of living in my neighborhood is the seclusion from the commercial portion of Birmingham. In fact, Little San Francisco (or The Ravines, the proposed new name) is desirable because it is not just close to Old Woodward and Downtown Birmingham but is uniquely private and intimate as well. The proposed bistro does not enhance these features but instead intrudes unnecessarily into a quiet residential area.

Thank you for taking the time to consider my comments.

Sincerely,
Kristen Tait

I encourage the Planning Board members to visit my street (and climb up my stairs) to see my view for themselves. However, in case that is not feasible, here are several photos that approximate the right scale:





HENKE LAW GROUP

251 Merrill Street, Suite 212
Birmingham, Michigan 48009

Telephone (248) 647-8590
Facsimile (248) 647-8596

JWHenke@aol.com
www.HenkeLawGroup.com

April 13, 2021

Via Email

Members of the Birmingham Planning Board

**RE: 720 N. Old Woodward
The Vinewood**

Dear Members:

We are writing to you on behalf of a number of concerned citizens in the Brookside/Little San Francisco area. On their behalves we ask that you deny the SLUP and Design Review Application for the Vinewood, because:

- The Application does not meet either the intent or spirit of the Bistro Ordinance.
- The Winter Garden is prohibited by the Ordinance.
- Noise and Light Pollution will increase significantly.
- The outdoor raised platform is a permanent structure necessitating a lease of public property, placement of dumpster enclosure and makes no accommodation for seasonable flooding
- The Application fails to take into account the additional parking impact.

While certain city commissioners seemed to be initially intrigued by the possibility of riverside dining, the detrimental impacts on the neighborhood outweigh any potential dining experience or benefit to the community.

1. **The Application Meets Neither the Intent Nor the Spirit of the Bistro Ordinance.**

Bistros were and are intended to activate the street scape. This proposal does neither. It is simply the backside of a multi-tent building. The very northerly end of Lot 6 – the location in no way activates Woodward or any pedestrian passageway.

Moreover, the Bistro Ordinance requires, “the elevated, ADA Compliant, defined platforms must be erected on the street adjacent to the Bistro” (emphasis added).

2. **The Winter Garden is Prohibited by the Ordinance**

The Winter Garden, no matter how described is prohibited by the ordinance. Either it is indoor dining and, therefore, its twenty-eight (28) seats exceed sixty-four (64) seats already proposed as indoor; or as proposed is an “enclosure facilitating year around dining outdoors and prohibited by Article 3 of the Ordinance.

The Winter Garden, per the Applicant’s Plans (Sheets A-1 and A-2) is indoor dining. It is fully recessed (8’ 6”) into the existing building, surrounded by brick walls at the north and south ends, the proposed “New Exterior Wall – butt glazed glass in aluminum top and bottom channel with three frameless glass doors” and the brick stations of the existing exterior wall. It has a drywall ceiling with recessed lights and heat.

By the definitions of MDHHS and MIOSHA over the last year of COVID, it is indoor dining. We can find no building code definition which would define it otherwise.

Even assuming some stretch of an argument that the screens on the east wall make it somehow “outdoor” dining, it is not permitted per condition (i) of the Section 3.04 (C) (10) of the zoning ordinance.

Article 3, Section 3.04 (C) (10) condition; (i) provides “enclosures facilitating year round dining outdoors are not permitted”

Of equal concern would be enforcing the Applicant’s compliance if the Winter Garden were approved. As Ms. Ecker’s memo states:

“Enforcement beyond the permitted outdoor dining season (April – October) would be difficult due to the patio and winter garden placement at the rear and lower level of the building, which is not visible from the street, and may not even be evident from any ease vantage point in Parking Lot 6.”

3. **Noise and Light Pollution will Increase Significantly.**

The noise created by delivery trucks, garbage trucks, service vehicles, restaurant operations, post-closing cleaning and trips to the dumpsters, will be nearly twenty four hours a day, seven days a week. Delivery trucks servicing the restaurant begin early in

the morning; well before opening time. Garbage pickup in town begins at sunrise and is consistently between 6:00 a.m. and 8:00 a.m. With the Applicant's proposed hours the only possible quiet time each day is, at best, the four (4) hours of 2:00 a.m. and 6:00 a.m. The proposed elevated platform and the geography of the valley would exacerbate, not alleviate, the noise generated by the restaurant. To demonstrate the proximity to Brookside, we attached photos taken the morning and afternoon of April 13, 2021.

The proposed photometric lighting plan has a light intensity nearly 8 times greater than allowed by the Ordinance. Ms. Ecker's memo states:

"The applicant has now submitted a photometric plan demonstrating he proposed light intensity on the site. Article 4, Section 4.21 (E)(1) of the Zoning Ordinance states that the intensity of light on a site shall not 1.5 maintained foot-candles at any property line that abuts a non-residential zoning district. The light intensity shall be measured at 6' above ground level on a vertical plane. Additionally, the intensity of light on a site which provides a front setback of less than 5 ft. shall be measured from 5 ft. beyond the front property line. The photometric plan submitted shows illumination levels far exceeding 1.5 maintained foot candles on both the front and rear elevations. The light intensity is as high as 10.0 at roughly 6 ft. beyond the front property line at the front and as high as 11.6 in the rear at roughly the same distance".

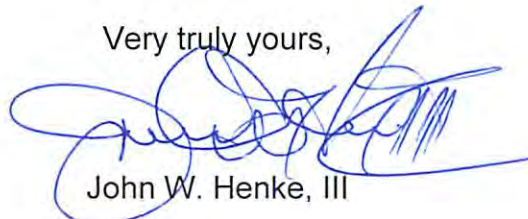
We understand from a lighting engineer, these are light levels similar to a very bright lit parking garage.

4. The Application Makes No Mention of the Parking Impact.

The parking issues of the City are well-documented. Adding a 128-seat restaurant to the north end of town simply exacerbates an already an abysmal situation.

Based upon the foregoing, as well as the other issues articulated by the Planning Division, we respectfully request the Application be denied.

Very truly yours,



John W. Henke, III

JWHIII:lac

















MEMORANDUM

Planning Division

DATE: April 20th, 2021

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, City Planner

SUBJECT: Set Public Hearings for a lot split of 525 W. Brown Street, Parcel# 19-36-151-001

INTRODUCTION:

The owner of the property known as 525 W. Brown Street is seeking to split the southern portion of their property and create a new lot facing Watkins Street. The subject property is 36,127 square feet and is located on the south side of Brown Street between Southfield Road and Watkins Street.

BACKGROUND:

The subject property is zoned R-8 Multi-family which permits up to 8 single-family attached units depending on the lot size. Single-family attached units are required to be side-by-side and cannot be stacked on top of one another. The property currently consists of eight single-family attached units facing Brown Street and over 10,000 square feet of open space on the southern section of the property which is the area the applicant is requesting to split from the existing parcel.

525 W. Brown (formerly 525 Southfield) received Final Site Plan approval to construct an 8-unit single-family attached development from the Planning Board on February 28th, 2018. The applicant has indicated an interest to split the southern portion of their lot in order to sell that portion of the R8 zoned property. As of now, the current lot has reached its maximum number of single-family attached units. Obtaining a lot split would permit a single family home or attached single-family homes to be constructed on the newly formed lot facing Watkins.

City staff would like to mention that 525 W. Brown submitted their condominium documentation for the master deed to Oakland County indicating a "general common area" for the northern portion of the property. Instead of maintaining the original lot and creating Parcel ID #s for the general common area and each individual condo, the county created a "balance parcel" that sits outside of the common element area, and in effect split the parcel and created a new lot. However, the county cannot approve a lot split in Birmingham without City Commission approval. Since that time, the review process for all new parcel IDs has been updated to require review and approval from the Planning Department before new parcel IDs can be finalized. The City will require the County to undo the lot split for the "balance parcel" if the City Commission does not approve the lot split application.

The Subdivision Regulation Ordinance (Chapter 102, Section 102-53) requires that the following standards be met for approval of a lot division.

(1) *All lots formed or changed shall conform to minimum Zoning Ordinance Standards.*

Both parcels that result from the lot split would conform to minimum Zoning Ordinance standards as set out in Article 02, Section 2.19 of the Zoning Ordinance for the R-8 Zoning District. **Any single-family home or single family-attached proposed development for the proposed lot will be required to go through review and obtain approval from the Planning Board due to the R8 zoning designation.**

In regards to lot area, the proposed split would reduce the size of 525 W. Brown from 36,127 square feet to 25,649 square feet in size. The resulting size of the Watkins lot is proposed to be 10,478 square feet. Both resulting parcels at 525 W. Brown and Watkins Street would be in excess of the required 3,000 square feet per dwelling unit. 525 W. Brown has 8 dwelling units which is the maximum number of units allowed. The resulting parcel on Watkins would have a maximum of 3 dwelling units given its size. Single-family attached dwelling units are required to be side-by-side and cannot be stacked on top of one another. There are no lot coverage or minimum open space requirements in the R8 Zone, **therefore the proposed lots satisfy all lot area requirements.**

In regards to setbacks, the R8 Zone requires the front setback to be the average of residential buildings within 200 feet on the same street, otherwise 25 feet. The average front setback within 200 feet is 22.67 feet which is indicated on the building footprint for the proposed Watkins lot. The front setback of 525 W. Brown is 16.5 feet and is unchanged since approval from the Planning Board in February of 2018. A rear setback of 20 feet is required for both properties. 525 W. Brown indicates a 22.7 foot rear setback, while the building envelope for the proposed Watkins lot indicates a 20 foot rear setback.

The R8 zone requires a side setback minimum of 10 feet for corner lots and 7 feet for interior lots. 525 W. Brown Street will maintain its 10 foot side set back, while the building envelope for the proposed Watkins lot indicates a 7 foot setback. The R8 zone also requires 14 feet or 25% of total lot width whichever is larger, between principal residential buildings on adjacent lots. The lot width for the proposed Watkins property is 59.84 feet, therefore the building envelope on the proposed Watkins lot must be setback 14.96 feet from the buildings to the north and south. The plans indicate a distance between of 16.9 feet from the house to the south and 29.7 between the building to the north. **Thus, the proposed lots satisfy all setback requirements.**

In regards to maximum building height, the R8 Zone allows buildings up to 30 feet and 2.5 stories. The 525 W. Brown development is 30 feet in height as approved by the Planning Board in 2018. The City has yet to receive a site plan for a development on the proposed Watkins lot, however any attached single-family development proposed for this lot will be required to obtain approval from the Planning Board and will be required to be 30 feet in height or less.

It is of note that the houses to the south of the proposed Watkins lot are zoned R2 and have a maximum height of 30 feet for lots greater than 9,000 square feet, 28 feet for lots between 6,000 and 9,000 square feet, and 26 feet for lots less than 6,000 square feet as a comparison for heights in the R8 versus R2 zones.

Accordingly, no non-conformities would be created on either of the resulting parcels as a result of the proposed split.

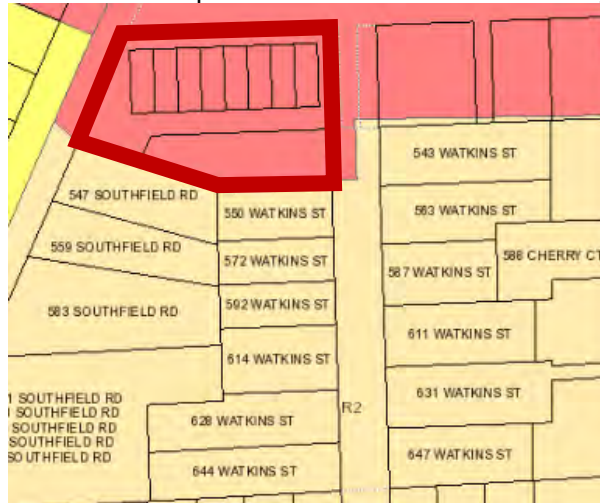
- (2) *All residential lots formed or changed by the division shall have a lot width, as defined in chapter 126, of not less than the average lot width of all lots on the same street within 300 feet of the lots formed or changed **and within the same zone district.***

There is one R8 zoned property with frontage on Watkins Street which is across the street from the subject property at 525 Watkins. This property has a lot width of 103 feet. Given the criteria of Section 102-53(2), resulting lots in the R8 zone along Watkins cannot be less than 103 feet. **The applicant is proposing a lot width of 59.84 feet and therefore does not satisfy this requirement because it is less than the average lot width within 300 feet on the same street and the same zone.**

Given that the proposed lot is adjacent to R2 single-family zoned properties to the south on Watkins, staff requested the applicant include the lot widths of the neighboring R2 zoned properties to provide a comparison of the lot width for the proposed Watkins lot versus its neighboring R2 zoned lots. The average lot width of R2 zoned properties within 300 feet is 56.81 feet, while the applicant has proposed a new lot width of 59.84, which exceeds the average in the R2 zone by 3 feet. **While the application does not have to meet the average of the adjacent R2 zoned lots, the proposed lot split would be consistent with the neighboring single-family R2 zoned lots.**

Accordingly, the application does not appear to satisfy this requirement at this time. The applicant is amenable to conditions of approval that require the lot to only be developed in accordance with the R2 single-family zoning standards. If the City Commission is not willing to pursue such a condition, the applicant will apply to rezone the property to R2 and go through the rezoning process with the Planning Board and City Commission. A rezoning recommendation and approval would be attached as a condition if the applicant receives lot split approval from City Commission.

(Transition from the R8 Zone in pink to the R2 Zone in brown along Watkins Street)



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

- a. *The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use of appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*
- b. *The effect of the proposed division upon any flood plain areas, wetlands or other natural features and the ability of the applicant to develop buildable sites on each resultant parcel without unreasonable disturbance of such natural features.*
- c. *The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.*

The proposed Watkins lot has a similar width and area to the surrounding properties and is zoned for a maximum height that is similar to the neighboring properties. For comparison, there are seven single family homes on the subject's block of Watkins with a lot width of 60 feet or greater which is larger than the proposed lot width of 59.84. The building envelope permits a 46 foot wide development which is similar to a number of homes on the block. **The building envelope and maximum height of the proposed lot facing Watkins does not appear to hinder the development of adjacent properties, nor diminish their values.**

The subject property is not located within the floodplain or soil erosion limit of a recognized stream, river, lake or other water body. The site does not appear to exhibit evidence of regulated wetlands or endangered species of flora and fauna. **The proposed lot split and property transfer will not affect any natural features on the site.**

The proposed lot split will not negatively affect the supply of light and air to adjacent properties. It will not negatively affect the capacity of essential public facilities. City departments have no objections to the proposed lot split.

FISCAL IMPACT:

Not applicable.

PUBLIC COMMUNICATIONS:

Prior to the application being considered by the City Commission, the City Clerk's office will send out notices to all property owners and tenants within 300 feet of 525 W. Brown Street seeking public comment on the proposal.

SUMMARY:

The Planning Division recommends that the City Commission set a Public Hearing for May 24th, 2021 to consider a lot split for the property known as 525 W. Brown Street.

ATTACHMENTS:

Surveys

Application & attachments

Letter from resident

Letter to resident from potential buyer

Oakland County PIN and Balance Parcel approval documents

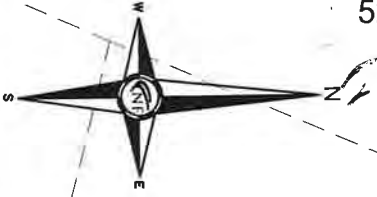
SUGGESTED ACTION:

To set a public hearing for May 24th, 2021 to consider a lot split for the property known as 525 W. Brown.

Parcel Split Survey

525 SOUTHFIELD ROAD, BIRMINGHAM, MI

P.I.N.: 19-36-151-001



SOUTHFIELD ROAD (66' WIDE-PUBLIC)
 N24°05'00"E 121.83' (M)

LOT 2

P.I.N.: 19-36-151-002

N70°53'41"W 152.28' (M) 153.60'(R)

LOT 12

LOT 1

LOT 13

BIRD & STANLEY'S ADDITION
 (LIBER 3, PAGE 7)

ASSESSOR'S PLAT NO. 1
 (LIBER 45, PAGE 42)

P.I.N.: 19-36-151-001

LOT 14

LOT 12

P.I.N.: 19-36-151-006

S88°04'32"W(M) 119.00'(R&M)

LOT 13

N88°05'27"E 208.67'(M) 202.10'(R)

BROWN ROAD (60' WIDE)

W. 48' OF LOT 15

S01°35'27"E 164.08' (M)

WATKINS STREET (50' WIDE)



NF ENGINEERS
 NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257

PREPARED FOR:
 TOWN BUILDING
 COMPANY

SCALE 1" = 30'
 DATE 02-26-2021

DRAWN K.N.

REVISED: 03-19-2021
 JOB NO. J636
 SHEET 1 of 4



Parcel Split Survey

525 SOUTHFIELD ROAD, BIRMINGHAM, MI

P.I.N.: 19-36-151-001

LEGAL DESCRIPTION - (PARENT PARCEL)

LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF BIRMINGHAM, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

LOTS 12, 13, 14, AND WEST 48 FEET OF LOT 15; BIRD AND STANLEY'S ADDITION, AS RECORDED IN LIBER 3, PAGE 7 OF PLATS, OAKLAND COUNTY RECORDS; AND LOTS 1 AND 13, ASSESSOR'S PLAT NO. 1, AS RECORDED IN LIBER 45, PAGE 42 OF PLATS, OAKLAND COUNTY RECORDS.

TAX ID NO. 19-36-151-001

ADDRESS: 525 SOUTHFIELD ROAD, BIRMINGHAM, MI 48009-1620

CONTAINING: 36,127 SQUARE FEET OR 0.83 ACRES OF LAND

LEGAL DESCRIPTION - (PARCEL A)

LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF BIRMINGHAM, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PART OF LOTS 1 AND 13 OF ASSESSOR'S PLAT NO. 1 AS RECORDED IN LIBER 45 OF PLATS, ON PAGE 42, OAKLAND COUNTY RECORDS AND ALL OF LOTS 12 THROUGH 14 AND THE WEST 48 FEET OF LOT 15 OF BIRD AND STANLEY'S ADDITION, AS RECORDED IN LIBER 3 OF PLATS, ON PAGE 7, OAKLAND COUNTY RECORDS ALL BEING PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTH 88 DEGREES 05 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF BROWN ROAD (60 FEET WIDE), 208.67 FEET (RECORDED AS: 202.10 FEET) TO A POINT ON THE WEST LINE OF WATKINS STREET (50 FEET WIDE); THENCE SOUTH 01 DEGREES 35 MINUTES 27 SECONDS EAST ALONG SAID WEST LINE OF WATKINS STREET, 104.24 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 27 SECONDS WEST, 184.94 FEET; THENCE SOUTH 23 DEGREES 45 MINUTES 36 SECONDS WEST, 32.47 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 70 DEGREES 53 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY LINE OF LOT 1, 66.93 FEET TO A POINT ON THE EASTERLY LINE OF SOUTHFIELD ROAD (66 FEET WIDE); THENCE NORTH 24 DEGREES 05 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY LINE OF SOUTHFIELD ROAD, 121.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,649 SQUARE FEET OR 0.59 ACRES OF LAND.

LEGAL DESCRIPTION - (PARCEL B)

LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF BIRMINGHAM, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PART OF LOTS 1 AND 13 OF ASSESSOR'S PLAT NO. 1 AS RECORDED IN LIBER 45 OF PLATS, ON PAGE 42, OAKLAND COUNTY RECORDS, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 88 DEGREES 04 MINUTES 32 SECONDS WEST, 119.00 FEET; THENCE NORTH 70 DEGREES 53 MINUTES 41 SECONDS WEST, 85.35 FEET; THENCE NORTH 23 DEGREES 45 MINUTES 36 SECONDS EAST, 32.47 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 27 SECONDS EAST, 184.94 FEET; THENCE SOUTH 01 DEGREES 35 MINUTES 27 SECONDS EAST, 59.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,478 SQUARE FEET OR 0.24 ACRES OF LAND.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
TOWN BUILDING
COMPANY

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	02-26-2021	K.N.	J636	2 of 4

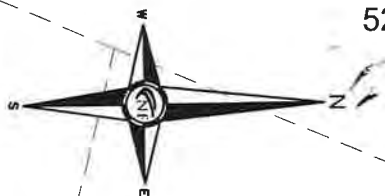


REVISED: 03-19-2021

Parcel Split Survey

525 SOUTHFIELD ROAD, BIRMINGHAM, MI

P.I.N.: 19-36-151-001



SOUTHFIELD ROAD (66' WIDE-PUBLIC)

LOT 2

P.I.N.: 19-36-151-002

ZONED: R2

N70°53'41"W 66.93'
10' BLDG. SETBACK

N24°05'00"E 121.83'
10' BUILDING SETBACK

S23°45'36"W 32.47'

N23°45'36"E 32.47'

N70°53'41"W 85.35'

20' BUILDING SETBACK

P.O.B. LOT 12 PARCEL A

PARCEL A

LOT 13

BIRD & STANLEY'S ADDITION
(LIBER 3, PAGE 7)

ZONED: R8

LOT 14

EXISTING BUILDING
No. 615-685

ZONED: R8

LOT 13

20' BUILDING SETBACK

16.5' BUILDING SETBACK

ASSESSOR'S PLAT NO. 1
(LIBER 45, PAGE 42)

ZONED: R2

LOT 12

P.I.N.: 19-36-151-006

EX. HSE No. 550

S88°04'32"W 119.00'

7' BUILDING SETBACK

7' BUILDING SETBACK

N88°05'27"E 184.94'

S88°05'27"W 184.94'

W. 48' OF LOT 15

22.67' - AVE. SETBACK
OF RESIDENTIAL
BUILDINGS WITHIN 200'
SEE SHEET 4

22.7'

S01°35'27"E 104.24'

S01°35'27"E 59.84'

N88°05'27"E 208.67'

BROWN ROAD (60' WIDE)

WATKINS STREET (50' WIDE)



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
TOWN BUILDING
COMPANY

SCALE 1" = 30'
DATE 02-26-2021
DRAWN K.N.
JOB NO. J636
SHEET 3 of 4

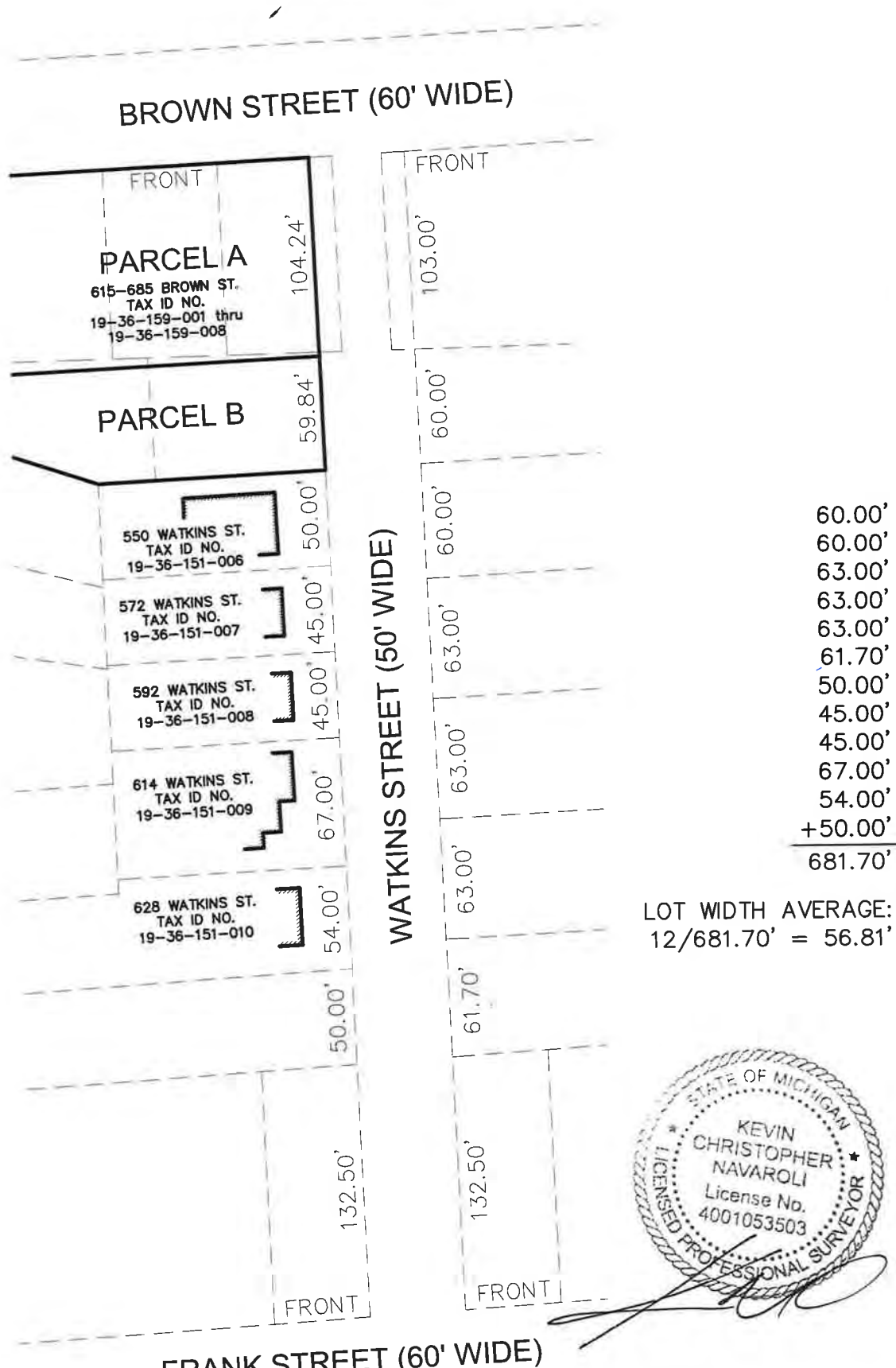
REVISED: 03-19-2021



Parcel Split Survey

525 SOUTHFIELD ROAD, BIRMINGHAM, MI

P.I.N.: 19-36-151-001



60.00'
60.00'
63.00'
63.00'
63.00'
61.70'
50.00'
45.00'
45.00'
67.00'
54.00'
+50.00'
681.70'
LOT WIDTH AVERAGE:
12/681.70' = 56.81'



FRANK STREET (60' WIDE)

SETBACK TABLE

615-685 Brown St.	10.00'	Front Setback
550 Watkins St.	25.93'	Front Setback
572 Watkins St.	26.13'	Front Setback
592 Watkins St.	23.54'	Front Setback
614 Watkins St.	25.43'	Front Setback
628 Watkins St.	25.02'	Front Setback

Total of Setbacks= 136.05'
Average 136.05' / 6 = 22.67'

REVISED: 03-19-2021



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TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
**TOWN BUILDING
COMPANY**

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 80'	02-26-2021	K.N.	J636	4 of 4



Division of Platted Lots Application Planning Division

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

1. Applicant
Name: Chris Brocovich
Address: 115 Maxwell
Phone Number: (248) 425-4399
Fax Number: (248) 591-0021
Email address: Brocovich@Sbeagle.com

2. Property Owner
Name: LB LAND LLC
Address: 5000 E Grand River Ave
Howell, MI 48843
Phone Number: 810-599-3881
Fax Number: _____
Email address: kkaminsky@champion-chev.com

3. Applicant's Attorney/Contact Person
Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email address: _____

4. Project Designer/Developer
Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email address: _____

5. Project Information
Address/Location of Property: (695 W. Brown) - BG
525 Southfield Rd.
Birmingham, MI 48009
Sidwell #: _____
Parcel #: _____
Current Zoning: _____

Legal Description: _____

- 6. Required Attachments**
- I. Two (2) copies of a *registered* land survey showing:
 - i. All existing and proposed platted lot lines;
 - ii. Legal descriptions of proposed lots;
 - iii. Footprints of proposed development(s) including proposed building envelope(s) with front, side and rear setbacks clearly marked;
 - II. One (1) digital copy of plans;

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

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

CITY OF BIRMINGHAM
Date 03/22/2021 3:45:56 PM
Ref 00178281
Receipt 599899
Amount \$40.00

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

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

Signature of Property Owner: _____

Date: 3/9/21

Print Name: _____

L.B Land LLC Leonard Nadolski

Signature of Applicant: _____

Date: _____

Print Name: _____

Office Use Only

Application#: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that, there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.
Reviewed By: PO

LIBER 50497 PAGE 330
\$21.00 DEED - COMBINED
\$4.00 REMONUMENTATION
\$5.00 AUTOMATION
\$26,875.00 TRANSFER TX COMBINED
03/24/2017 04:46:45 PM RECEIPT# 34100
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

Mar 24, 2017

5.00 E-FILE

Sec. 135, Act 206, 1893 as amended
ANDREW E. MEISNER, County Treasurer

2016 Not Examined

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX



OAKLAND 03/24/2017 34100 \$3,437.50 CO \$23,437.50 ST 001100618

WARRANTY DEED

Corporate(Platted/Condominium)

Drafted By:
Wayne S. Segal
Dawda Mann, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304

Return To:
LB Land LLC
5000 E Grand River Ave.
Howell, MI 48843

Send Tax Bills To:
LB Land LLC
5000 E Grand River Ave.
Howell, MI 48843

Recording Fee: \$ 30. ⁰⁰	State Transfer Tax: \$23,437.50	Tax Parcel No.: 19-36-151-001
File Number: 769138 -BH	County Transfer Tax: \$3,437.50	

Know All Persons by These Presents: That **Vasileff Holdings LLC, a Michigan limited liability company** whose address is 1992 Redding, Birmingham, MI 48009

Convey(s) and Warrant(s) to **LB Land LLC, a Michigan limited liability company** whose address is 5000 E Grand River Ave., Howell, MI 48843

the following described premises situated in the City of **Birmingham**, County of **Oakland**, State of Michigan, to wit:

(SEE ATTACHED EXHIBIT A)

More commonly known as: **525 Southfield Road, Birmingham, MI 48009**

For the full consideration of: **three million one hundred twenty five thousand Dollars (\$3,125,000.00)**

Subject To:

Existing building and use restrictions, and easements and rights of way of record



First American Title Insurance Company

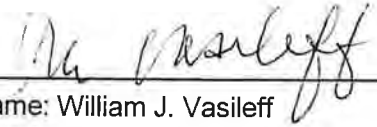
First American Title 3

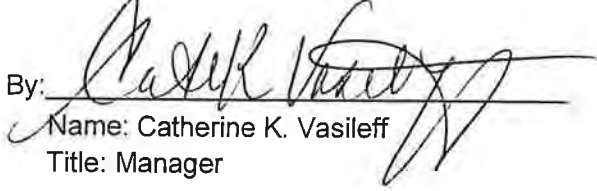
(Attached to and becoming a part of Warranty Deed dated: March 13, 2017 between Vasileff Holdings LLC, a Michigan limited liability company, as Seller(s) and LB Land LLC, a Michigan limited liability company, as Purchaser(s).)

Dated this March 13, 2017.

Seller(s):

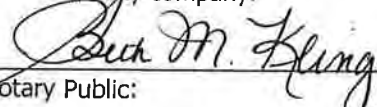
Vasileff Holdings LLC, a Michigan limited liability company

By: 
Name: William J. Vasileff
Title: Manager

By: 
Name: Catherine K. Vasileff
Title: Manager

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me this March 13, 2017 by William J. Vasileff and Catherine K. Vasileff, Managers of Vasileff Holdings LLC, a Michigan limited liability company.


Notary Public: BETH M. KLING
Notary County/State: / NOTARY PUBLIC, STATE OF MI
County Acting In: COUNTY OF MACOMB
Commission Expires: MY COMMISSION EXPIRES Jun 14, 2022
ACTING IN COUNTY OF Oakland

(Attached to and becoming a part of Warranty Deed dated: March 13, 2017 between Vasileff Holdings LLC, a Michigan limited liability company, as Seller(s) and LB Land LLC, a Michigan limited liability company, as Purchaser(s).)

EXHIBIT A

Land situated in the City of Birmingham, County of Oakland, State of Michigan, described as follows:

Lots 12, 13, 14 and West 48 feet of Lot 15, BIRD AND STANLEY'S ADDITION, according to the plat thereof as recorded in Liber 3 of Plats, page 7, Oakland County Records AND Lots 1 and 13, ASSESSOR'S PLAT NO 1, according to the plat thereof as recorded in Liber 45 of Plats, page 42, Oakland County Records.

Tax Parcel Number: 19-36-151-001

February 24, 2021

Birmingham Planning Board
151 Martin St.
Birmingham, MI 48009



RE: Rejection of proposed town homes facing Watkins St.

To Whom It May Concern:

I respectfully request your denial of approval of the Rock Building Company's plan to use this lot to build unknown town homes facing Watkins Street. This lot is surrounded by single family homes and the proposed plan includes a 2 car parking garage and 14-20 extra off-street parking "none of which are in the front yard" as stated in his letter. This must be an error as this would be a ridiculous amount of parking for two town homes. Does "not in the front yard" imply that an enormous 20 car parking lot would be paved in back of the town homes? Such a parking lot would clearly extend to the property line of my home at 547 Southfield Road. I urge the Board to deny for this reason, as well as the following.

- First, Rock Building Company failed to provide adequate notice. They put one letter in my mailbox on February 23, 2021. This letter was the only correspondence received from Rock to date. It is important to note that the date of the letter was February 17, 2021 and the letter erroneously stated that it was the second communication. I am concerned that this misrepresentation is an attempt to thwart any public comment to oppose approval of the town homes on the property by the Planning Board a mere two days later. The owner has already met with the Planning Board without notice of the hearing to the neighborhood for comments and perspective.
- Second, this exact request was before the Planning Board 18 months ago, and the Planning Board voted to turn down a two-unit town home on this site. That proposal was rejected for many reasons including the fact that the builder of the Westbrown town homes promised (in order to secure approval for the Westbrown project) that a single-family home would be built on this lot. He cannot circumvent this promise simply by passing the lot onto a third party. That rejection was also based on the inability to build two town homes on this site and maintain proper setbacks from the existing property lines and that the town homes were not a part of the fabric of a single-family home community.
- Third, Rock Building Company has suspiciously not presented *any* plans nor have they provided any design proposal to show that two large town homes can fit on the parcel and remain compliant with the required ordinances and setbacks. *The last proposal was denied because it was not possible to erect two*

town homes on this site. Furthermore, Rock has failed to provide any rational basis as to why the proposed two town homes, each with a two-car garage, also needs a 14-20 car parking behind the building. Clearly this is not fitting with single-family home neighborhood. The only possible explanation for needing 20 additional parking is to sell parking spaces.

- Finally, the building of the proposed town homes and the large parking lot would have a dramatic impact on the proportion of impervious surfaces in that block and that threatens the integrity of the surrounding homes and each parcel's ability to effectively drain water. Currently we are able to drain our water away from our yard and keep our finished basement dry. However, we are concerned that the elimination of the promised single-family home will necessarily force more water to our property than we may be able to effectively drain.

As the letter states, the Birmingham Planning Board cares about Birmingham and the neighborhoods and its people. We respectfully request the Birmingham Planning Board support us, as taxpayers, to take action to protect the value of our homes. As committed by this Board, an upscale single-family home would protect the value of all of the surrounding homes and keep those properties safe from additional water strain.

Thank you very much for your consideration.

Robert VanHees Maria VanHees

Robert and Maria VanHees

**ROCK BUILDING Co., INC.
4632 GOODISON PLACE DR.
ROCHESTER, MI 48306**

FEBRUARY 17, 2021

DEAR WATKINS NEIGHBOR,

MY NAME IS TOM SARACINO. I AM WRITING YOU WITH REGARDS TO THE PROPERTY ON WATKINS TO THE SOUTH OF THE NEW BROWN ROAD CONDOMINIUM PROJECT THAT WAS RECENTLY CONSTRUCTED. MY BUSINESS PARTNER AND I ARE IN THE PROCESS OF PURCHASING THE PROPERTY FROM THE OWNERS, DEVELOPERS, AND BUILDERS OF THAT PROJECT; AND OTHER THAN THAT, WE ARE NOT AFFILIATED WITH THEM IN ANY WAY.

THE PROPERTY HAS A ZONING DESIGNATION OF R8 SINGLE FAMILY ATTACHED; OTHERWISE STATED, SINGLE FAMILY UNITS WHICH ARE ATTACHED AT SIDE WALLS (TOWNHOME STYLE), NOT ATTACHED VERTICALLY. THERE ARE SEVERAL REQUIREMENTS WHICH RESTRICT R8 ZONING AND YOU CAN READ THEM ALL IN THE ZONING ORDINANCE WHICH CAN BE FOUND ONLINE AT THE CITY WEBSITE.

THE BIRMINGHAM PLANNING BOARD IS MADE UP OF KNOWLEDGEABLE, INTELLIGENT, DISCERNING INDIVIDUALS WHO CARE VERY MUCH ABOUT BIRMINGHAM, THE NEIGHBORHOODS, AND THE PEOPLE OF THE CITY. THEY ARE NOT JUST PLANNERS, BUT WATCHDOGS FOR YOU. HOWEVER, IT IS IMPORTANT THAT YOU UNDERSTAND THE PLANNING BOARD MEMBERS ARE OBLIGATED TO VOTE TO APPROVE ANY PROPOSAL FOR THAT PROPERTY THAT ADEQUATELY MEETS R8 ZONING.

THE PROPERTY WE ARE PURCHASING HAS A SQUARE FOOT AREA OF 10,800SF WHICH WILL ALLOW FOR 3 ATTACHED UNITS. THE INDIVIDUAL UNITS COULD BE AS SMALL AS 900SF OR AS LARGE AS CAN BE UNLESS RESTRICTED BY OTHER REQUIREMENTS. THE TOTAL COMBINED BUILDING COULD BE AS LARGE AS 10,500SF (OR POSSIBLY MORE) IF THE FOOTPRINT AND HEIGHT RESTRICTIONS ARE WITHIN REQUIREMENTS. THERE ARE ONLY 2 OFF-STREET PARKING PLACES REQUIRED PER UNIT. ESSENTIALLY, SOMEONE WHO PURCHASES THIS PROPERTY COULD DESIGN AN UNATTRACTIVE 3-UNIT BUILDING OF MORE THAN 10,000SF MADE OF UNATTRACTIVE POOR-QUALITY MATERIALS AND ONLY NEED TO PROVIDE 6 OFF-STREET PARKING PLACES. IF IT COMPLIES WITH THE R8 ZONING, THE PLANNING BOARD WOULD HAVE TO HOLD THEIR NOSES AND VOTE TO APPROVE THE PROJECT.

I WANT TO ASSURE YOU THAT WE WILL NOT DO THAT. IT IS OUR INTENT TO BUILD ONLY A TWO UNIT (APPX. 3500SF EACH) VERY HIGH-END BUILDING WITH IMPRESSIVE FACADES USING QUALITY MATERIALS FOR THE CUSTOM RESIDENCES. IT WILL CERTAINLY BE AN EXTREMELY ATTRACTIVE BUILDING APPROPRIATE FOR THE NEIGHBORHOOD WITH 2-CAR GARAGES IN THE REAR AND WILL ALLOW FOR 14 TO 20 OFF STREET PARKING PLACES, NONE OF WHICH ARE IN THE FRONT YARD. WE ARE VERY CONSCIENTIOUS ABOUT THE NEIGHBORHOODS IN WHICH WE BUILD, AND WE WILL KEEP THE JOBSITE CLEAN DURING CONSTRUCTION WHILE KEEPING THE DISRUPTIONS MINIMAL.

CURRENTLY, IT IS OUR INTENT TO PROCEED WITH THE PURCHASE. IF WE SHOULD DECIDE NOT TO BUY THE PROPERTY, I HAVE NO DOUBTS THAT SOMEONE ELSE WILL, AND MOST LIKELY PROCEED WITH A PROJECT THAT BEST SUITS THEIR OWN POCKETBOOK. WE TAKE A LOT OF PRIDE IN OUR PROJECTS. OUR BUILDING WILL BE PERFECT FOR THE NEIGHBORHOOD AND I CAN ASSURE YOU NO ONE ELSE WILL DO IT NICER.

OUR DECISION TO PURCHASE MUST BE MADE BY FEBRUARY 25TH. THIS IS THE 2ND LETTER WE HAVE DISTRIBUTED TO THE NEIGHBORHOOD. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT ME AS QUICKLY AS POSSIBLE.

KINDEST REGARDS,



THOMAS A. SARACINO
OWNER, ROCK BUILDING Co., INC.
810-217-0802

PHONE 810-217-0802 FAX 248-652-4106

ROCKBUILDINGCOMPANY@GMAIL.COM

TO: City, Village or Township Personnel
FROM: Land Descriptions, Mike Glynn
DATE: November 20th, 2018
RE: Westbrown Condominium – OCCP # 2257

Upon receipt of the new development mentioned above, I have written descriptions and assigned parcel numbers to each new lot, unit, general common area and any balance parcels that may have occurred as a result of this split. Attached you will find a recap of the new development on the Condominium or Subdivision Control Sheet. In addition, you will find a Land Description Delete Sheet that indicates the parcels deletions and additions that are necessary for processing this split. Also included in the packet is a Condo/Plat Parcel Split/Division Form that indicates the parent parcels involved, number of lot or units created along with the number of balance parcels and general common element or park areas created by the development. There is a New Child information form for each child parcel being created. This form is filled out with the proposed parcel number, developer's name and mailing address and the description for each new child parcel. Review this information and if you would like any changes to be made they should be indicated on this form. If you would like property addresses entered at this time they may be entered into the site address area.

Please review the information carefully and indicate any desired changes. If you have any questions regarding this information do not hesitate to call me at 248-975-4451. When you have finished your review email or mail the forms with any changes along with this signed letter to me at:

Oakland County Equalization Division
Land Descriptions Department
250 Elizabeth Lake Road, Suite 1000W
Pontiac, MI 48341-0431

You may keep any copies or drawings that may be attached for your reference.

Please sign below indicating that you are aware that the local unit of government is responsible for administration and enforcement of the Land Division Act and the Condominium Act. Also, your signature gives the approval to input the new parcel numbers as submitted.

Teresa Kloberec 11/20/18
Please sign and date here

Job # (08) 19-36-151-001
(To be entered by OCLD personnel)

CONDO/PLAT PARCEL SPLIT/DIVISION FORM

CVT Code

CVTNAME

Name of Condominium or Plat

OCCP#

Tax Parcel PINs of Parent Parcels:

- - - -
- - - -
- - - -
- - - -
- - - -
- - - -
- - - -
- - - -
- - - -
- - - -
- - - -
- - - -

Number of Units/Lot created:

This Condominium/Plat has balance parcels.

This Condominium/Plat has GCE, park or open areas that have been assigned parcel numbers.

Total Number of New Child Parcels created:

Condominium Control Sheet

OCCP #:

Condo Type:

NAME:

CITY/TWP:

CVT Code:

Building Condo Low PIN #:

UNIT	BLDG	Child PIN	Parent PIN	Status
		(New)	(From)	
1		19-36-159-001	19-36-151-001	
2		19-36-159-002	19-36-151-001	
3		19-36-159-003	19-36-151-001	
4		19-36-159-004	19-36-151-001	
5		19-36-159-005	19-36-151-001	
6		19-36-159-006	19-36-151-001	
7		19-36-159-007	19-36-151-001	
8		19-36-159-008	19-36-151-001	
GCE		19-36-159-009	19-36-151-001	

NEW CHILD PARCEL FORM

Parcel ID No:	(08) 19-36-159- 001
----------------------	---------------------

Addressee:	L.B. Land, LLC

Site Address:	

Postal Address:	115 Maxwell Ave.
	Royal Oak, MI 48067

Description:	
1	T2N, R10E, SEC 36
2	OAKLAND COUNTY
3	CONDOMINIUM PLAN NO 2257
4	WESTBROWN CONDOMINIUM
5	UNIT 1
6	L 52369 P 396
7	11-20-18 FR 151-001

NEW CHILD PARCEL FORM

Parcel ID No:	(08) 19-36-159-002
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Addressee:	L.B. Land, LLC

Site Address:	

Postal Address:	115 Maxwell Ave.
	Royal Oak, MI 48067

Description:	
1	T2N, R10E, SEC 36
2	OAKLAND COUNTY
3	CONDOMINIUM PLAN NO 2257
4	WESTBROWN CONDOMINIUM
5	UNIT 2
6	L 52369 P 396
7	11-20-18 FR 151-001

NEW CHILD PARCEL FORM

Parcel ID No:	(08) 19-36-159- 003
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Addressee:	L.B. Land, LLC

Site Address:	

Postal Address:	115 Maxwell Ave.
	Royal Oak, MI 48067

Description:	
1	T2N, R10E, SEC 36
2	OAKLAND COUNTY
3	CONDOMINIUM PLAN NO 2257
4	WESTBROWN CONDOMINIUM
5	UNIT 3
6	L 52369 P 396
7	11-20-18 FR 151-001

NEW CHILD PARCEL FORM

Parcel ID No:	(08) 19-36-159- 004
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Addressee:	L.B. Land, LLC

Site Address:	

Postal Address:	115 Maxwell Ave.
	Royal Oak, MI 48067

Description:	
1	T2N, R10E, SEC 36
2	OAKLAND COUNTY
3	CONDOMINIUM PLAN NO 2257
4	WESTBROWN CONDOMINIUM
5	UNIT 4
6	L 52369 P 396
7	11-20-18 FR 151-001

NEW CHILD PARCEL FORM

Parcel ID No:	(08) 19-36-159-005
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Addressee:	L.B. Land, LLC

Site Address:	

Postal Address:	115 Maxwell Ave.
	Royal Oak, MI 48067

Description:	
1	T2N, R10E, SEC 36
2	OAKLAND COUNTY
3	CONDOMINIUM PLAN NO 2257
4	WESTBROWN CONDOMINIUM
5	UNIT 5
6	L 52369 P 396
7	11-20-18 FR 151-001

NEW CHILD PARCEL FORM

Parcel ID No:	(08) 19-36-159-006
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Addressee:	L.B. Land, LLC

Site Address:	

Postal Address:	115 Maxwell Ave.
	Royal Oak, MI 48067

Description:	
1	T2N, R10E, SEC 36
2	OAKLAND COUNTY
3	CONDOMINIUM PLAN NO 2257
4	WESTBROWN CONDOMINIUM
5	UNIT 6
6	L 52369 P 396
7	11-20-18 FR 151-001

NEW CHILD PARCEL FORM

Parcel ID No:	(08) 19-36-159-007
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Addressee:	L.B. Land, LLC

Site Address:	

Postal Address:	115 Maxwell Ave.
	Royal Oak, MI 48067

Description:	
1	T2N, R10E, SEC 36
2	OAKLAND COUNTY
3	CONDOMINIUM PLAN NO 2257
4	WESTBROWN CONDOMINIUM
5	UNIT 7
6	L 52369 P 396
7	11-20-18 FR 151-001

NEW CHILD PARCEL FORM

Parcel ID No:	(08) 19-36-159- 008
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Addressee:	L.B. Land, LLC

Site Address:	

Postal Address:	115 Maxwell Ave.
	Royal Oak, MI 48067

Description:	
1	T2N, R10E, SEC 36
2	OAKLAND COUNTY
3	CONDOMINIUM PLAN NO 2257
4	WESTBROWN CONDOMINIUM
5	UNIT 8
6	L 52369 P 396
7	11-20-18 FR 151-001

NEW CHILD PARCEL FORM

Parcel ID No:	(08) 19-36-159- 009
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Addressee:	L.B. Land, LLC

Site Address:	

Postal Address:	115 Maxwell Ave.
	Royal Oak, MI 48067

Description:	
1	T2N, R10E, SEC 36
2	OAKLAND COUNTY
3	CONDOMINIUM PLAN NO 2257
4	WESTBROWN CONDOMINIUM
5	GEN COM ELE
6	TO BE ASSESSED WITH
7	ALL UNITS IN CONDO
8	L 52369 P 396
9	11-20-18 FR 151-001

NEW CHILD PARCEL FORM

Parcel ID No:	(08) 19-36-151-027
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Addressee:	L.B. Land, LLC

Site Address:	

Postal Address:	115 Maxwell Ave.
	Royal Oak, MI 48067

Description:	
1	T2N, R10E, SEC 36
2	ASSESSOR'S PLAT NO. 1
3	PART OF LOTS 1 AND 13
4	ALL DESC AS
5	BEG AT SE COR OF SD LOT 13,
6	TH S 88-04-32 W 119 FT,
7	TH N 70-53-41 W 85.35 FT,
8	TH N 23-45-36 E 31.36 FT,
9	TH N 88-05-27 E 185.41 FT,
10	TH S 01-35-27 58.84 FT
11	TO BEG 0.24 A
12	11-20-18 FR 001

CVT Name:	CITY OF BIRMINGHAM
Job Number:	(08) 19-36-151-001

	Date	Initials
Description/Mapping:	11/20/2018	MSG
Typing/Scanning:	11/21/18	MSG
Final Check:		

LAND DESCRIPTION DELETE SHEET

	PARENT	CHILD
1	19-36-151-001	19-36-151-027
2	19-36-151-001	19-36-159-001
3	19-36-151-001	19-36-159-002
4	19-36-151-001	19-36-159-003
5	19-36-151-001	19-36-159-004
6	19-36-151-001	19-36-159-005
7	19-36-151-001	19-36-159-006
8	19-36-151-001	19-36-159-007
9	19-36-151-001	19-36-159-008
10	19-36-151-001	19-36-159-009

(08) 19-36-151-001

CVT:	City of Birmingham	PIN:	(08) 19-36-151-001
Status:	Active	Parcel Type:	Land
Add Date:		Delete Date:	
		Last Activity:	8/24/2018 4:52:50 PM

1	T2N, R10E, SEC 36
2	BIRD & STANLEY'S ADD
3	LOTS 12, 13 & 14, ALSO
4	W 48 FT OF LOT 15, ALSO
5	LOTS 1 & 13 OF
6	ASSESSOR'S PLAT NO 1

Primary Mailing Address	Site Address Indicator	Addressee(s)	Address
<input checked="" type="checkbox"/>		★LB Land LLC	5000 E Grand River Ave Howell MI 48843-9101
	🏠	★LB Land LLC	695 W Brown St Birmingham MI 48009-1620

CVT	PIN	Parcel Type	Status
08	99-00-006-193	Business Account	Inactive
08	99-01-006-859	Business Account	Inactive
08	99-00-016-127	Business Account	Inactive
08	99-00-018-063	Business Account	Active

3/17/17 new ownership per PTA rec'd 3/15/17. prr
 8/24/18 changed site address from 525 Southfield per address change notification per Building Official Bruce Johnson. prr

Address Info Legend

- = Primary Mailing
- 🏠 = Primary Site
- 🏡 = Extra Site
- ★ = Primary
- ◆ = Secondary
- = Care Of
- ⊙ = Other
- Black = Individual
- Brown = Organization
- Green = Trust



Verify Delinquent Taxes

CVT/PIN

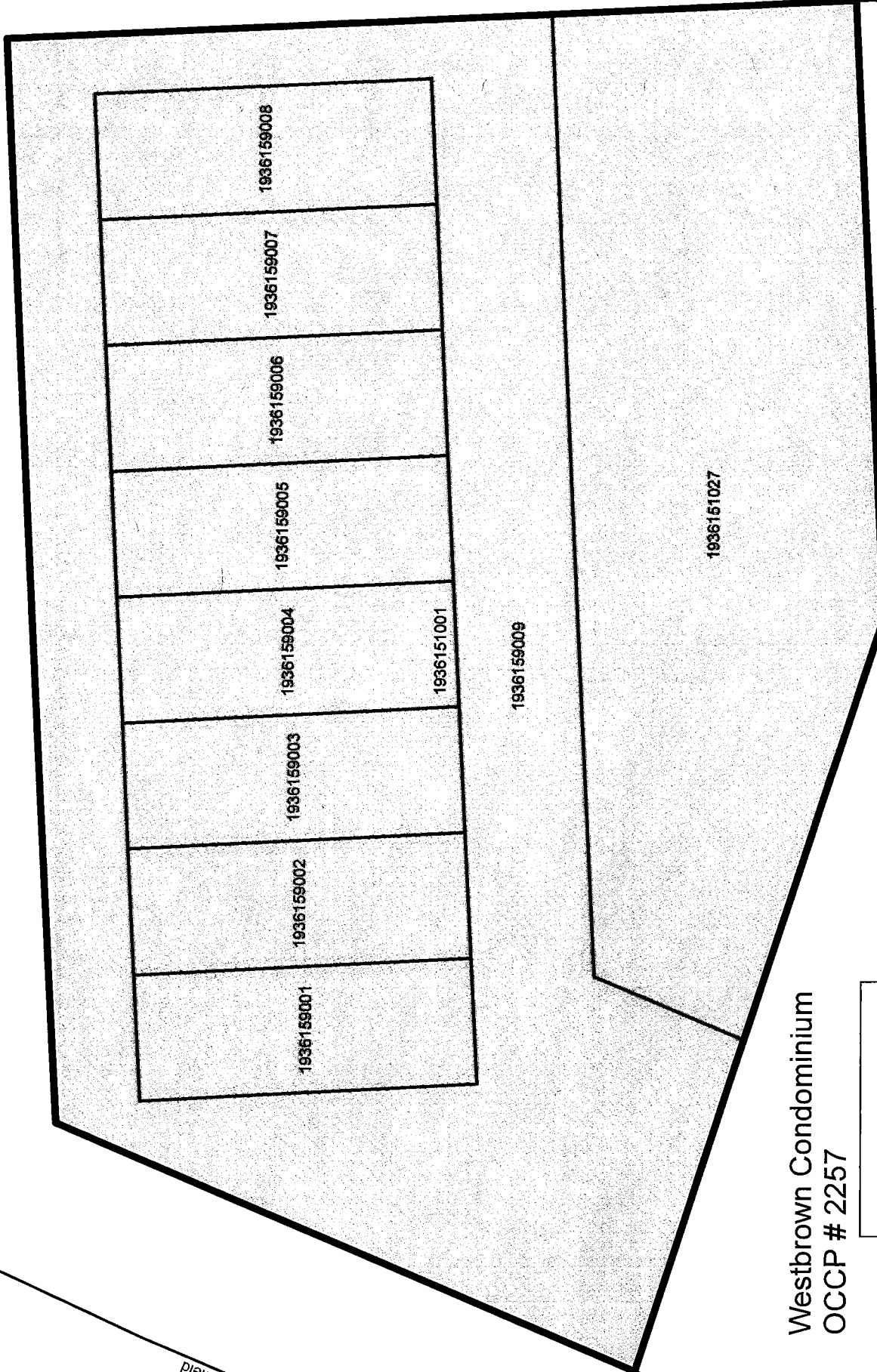
1.

No Delinquent Taxes.
Address: 695 W Brown St
Tax Description:
T2N, R10E, SEC 36
BIRD & STANLEY'S ADD
LOTS 12, 13 & 14, ALSO
W 48 FT OF LOT 15, ALSO
LOTS 1 & 13 OF
ASSESSOR'S PLAT NO 1

Watkins



Brown

Southfield



Westbrowm Condominium
 OCCP # 2257

Legend

-  Proposed Parcels
-  Current Tax Parcel



MEMORANDUM

Planning Division

DATE: April 20th, 2021

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, City Planner

SUBJECT: Set a Public Hearing for a lot combination of 385 & 353 Fairfax, Parcel# 19-26-451-018 and Parcel # 19-26-451-019

INTRODUCTION:

The owner of the properties known as 353 & 385 Fairfax is proposing to combine two lots into one. 385 Fairfax is currently 79.97 feet by 159.75 feet and 353 Fairfax is 79.95 feet by 159.75 feet. The proposed lot combination would result in a lot width of 159.92 feet and a lot area of 25,546.7 square feet.

BACKGROUND:

The owner of both properties would like to combine lots in order to build an addition to the home on 385 Fairfax and extend it onto what is now 353 Fairfax while having an expanded side yard and backyard with a patio and recreational space for their kids. The lot at 353 Fairfax is currently vacant.

The applicant is aware that the lot combination does not meet the Municipal Code Section 102-82 requirements for lot width and lot area as well as the Zoning Ordinance Section 4.74(C) requirement for distance between neighboring structures. The applicant is also aware that they will have to go to the Board of Zoning Appeals and obtain a variance for distance between neighboring structures before the lot combination can be finalized. **The applicant has indicated they would like to review the lot combination with the City Commission and discuss special conditions of approval for municipal code requirements prior to applying for the Board of Zoning Appeals.**

The applicant is also considering a lot split for a portion of the 353 Fairfax property and selling it to the neighbor to the south as a potential option. Doing so would realign the lot boundaries to reduce the proposed lot combination width and area for 353 & 385 Fairfax and allow them to satisfy Municipal Code requirements. Municipal Code Section 102-4 permits City Commission to waive lot combination requirements in instances where the Commission determines that enforcement might cause unnecessary difficulties, and Section 102-84 allows the City Commission to impose conditions of approval for lot combinations. **The applicant would like to discuss the possibilities of a waiver or special conditions for a lot combination versus pursuing an additional lot split with an understanding that they still must satisfy all Zoning Ordinance requirements and obtain a variance for distance between structures.**

The Subdivision Regulation Ordinance (Chapter 102, Section 102-83) requires that the following standards be met for approval of a lot division.

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

With regard to character of the area, the subject site is surrounded by single family lots in the North Quarton neighborhood. Lots along the subject block of Fairfax generally consist of dimensions that are 80 feet wide by 160 feet long. There is only one double lot within 500 feet which is located at the northwest corner of Pine Street and Suffield. There are no interior double lots within 500 feet. **The combination of two interior lots does not appear to be consistent with the surrounding area as there are no comparable instances of double interior lots within 500 feet.**

Both of the subject lots are zoned R1 – Single Family Residential. 385 Fairfax received construction approval for a single lot home in 2018 which meets all zoning criteria in relation to its existing lot. The home at 353 Fairfax was demolished in 2020 and is the lot where the applicant is proposing to extend their home.

In regards to lot area, R1 requires a minimum lot area of 9,000 square feet while the proposed lot combination area is 25,546.7 square feet. The maximum lot coverage for R1 is 30% which results in a maximum coverage of 7,664 square feet for the proposed lot combination. The applicant is proposing an extension that would total 5,054 square feet and only 19.8% lot coverage, therefore satisfying the lot coverage requirement. R1 has a minimum open space of 40% which must be upheld when expanding driveways, patios, pools, and other impervious surfaces. **Thus the lot combination satisfies the lot area requirements.**

With regard to setbacks, a minimum of 39.4 feet is required to the front and 30 feet is required for the rear, while 41.1 to the front and 39 feet to the rear lot line is provided, therefore satisfying the front and rear setback requirements. The required total side setback is 39.98 feet while 72.05 feet is proposed which also satisfies the side setback requirements.

The proposed lot combination does not satisfy the setback requirements for distance between buildings. Article 4, Section 4.74(C) of the Zoning Ordinance requires that each residential lot provide a minimum distance between principal residential buildings on adjacent lots of 14 feet or 25% of the lot width, whichever is greater. The proposed lot combination would create a lot width of 159.92 feet, therefore requiring a distance of 39.98 feet between each neighboring structure to the north and to the south. **The house at 385 Fairfax is only 31.28 feet from the house to the north at 425 Fairfax which is short of the requirement by 8.7 feet, therefore the applicant must obtain a variance from the Board of Zoning Appeals before a lot combination can be finalized.**

With regard to applicable master plans, the 1980 Future Land-Use Plan recommends single-family residential use which is what is being proposed.

Accordingly, the proposal does not appear to satisfy this requirement.

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

The average lot width within 300 feet on the same street is 79.2 feet, therefore the lot combination cannot exceed 158.4 feet to satisfy this requirement. The proposed lot width is 159.92 feet which exceeds the requirement by 1.5 feet. **Accordingly, the proposal does not satisfy this requirement. The applicant would like to discuss a waiver or special conditions versus splitting off a small portion of 353 Fairfax and selling it to the neighbor in order to satisfy this requirement.**

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

The average lot area within 300 feet on the same street is 12,469.5 square feet, therefore the lot combinations cannot exceed 24,939 square feet. The proposed lot area is 25,546.7 square feet which exceeds the maximum lot area requirement by 607.7 square feet. **Accordingly, the proposal does not satisfy this requirement. The applicant would like to discuss a waiver or special conditions versus splitting off a small portion of 353 Fairfax and selling it to the neighbor in order to satisfy this requirement.**

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

The combination of two interior lots does not appear to be consistent with the existing rhythm and pattern of development as there are no comparable instances of double interior lots within 500 feet. **Accordingly, the proposal does not appear to satisfy this requirement.**

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

There are no outstanding taxes due on either property, therefore the proposal satisfies this requirement.

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

a.) *The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*

The proposed lot combination does not appear to hinder development nor impair the value of adjacent land or buildings.

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

The proposed lots are not located within any floodplain and do not contain wetlands or significant natural features.

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

The proposed lot combination does not appear to impact the supply of light and air to adjacent properties, nor impact the capacity of essential public facilities.

Accordingly, the proposal satisfies this requirement.

FISCAL IMPACT:

Not applicable.

PUBLIC COMMUNICATIONS:

Prior to the application being considered by the City Commission, the City Clerk's office will send out notices to all property owners and tenants within 300 feet of both 353 & 385 Fairfax seeking public comment on the proposal.

SUMMARY:

The Planning Division recommends that the City Commission set a public hearing for May 24th, 2021 for the lot combination application of 385 & 353 Fairfax, Parcel# 19-26-451-018 and Parcel # 19-26-451-019.

ATTACHMENTS:

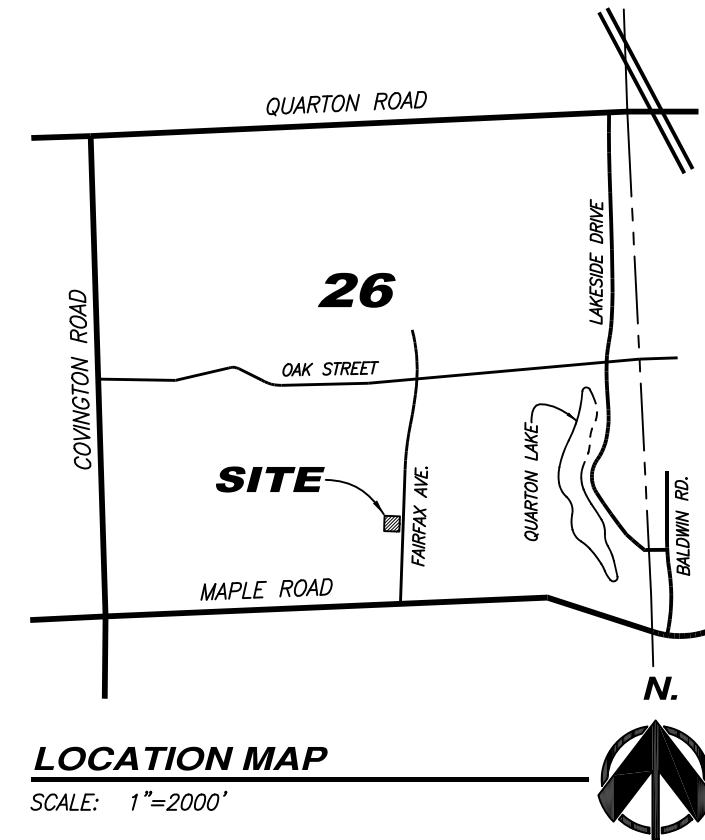
Survey and plans
Letter from applicant
Letter from attorney
Application and attachments
Presentation from applicant
Letters of support from neighbors

SUGGESTED ACTION:

To set a public hearing for May 24th, 2021 for the lot combination application of 385 & 353 Fairfax, Parcel# 19-26-451-018 and Parcel # 19-26-451-019.

COMBINATION SURVEY

CERTIFIED TO: DAVID RUBY



LOCATION MAP
SCALE: 1"=2000'

COMBINED PROPERTY DESCRIPTION:

LOT 49 AND LOT 50, "QUARTON LAKE ESTATES SUBDIVISION NO. 2", A SUBDIVISION OF LOTS 1 TO 184 INCLUSIVE OF QUARTON LAKE ESTATES SUBDIVISION, VILLAGE OF BIRMINGHAM (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 32 OF PLATS, PAGE 40 OF OAKLAND COUNTY RECORDS.

BENCHMARKS

CITY BENCHMARK #19
ELEVATION = 767.49 (CITY DATUM)
TOP OF BRASS MONUMENT ON THE NORTHEAST CORNER OF OAK STREET AND CHESTERFIELD AVENUE.

SITE BENCHMARK
ELEVATION = 763.78 (CITY DATUM)
SET CUT NAIL IN WEST FACE OF 36" MAPLE TREE ON THE WEST SIDE OF FAIRFAX AVENUE 23 FEET NORTH OF THE NORTH LINE OF SUBJECT PROPERTY. 36" MAPLE IS LOCATED WEST OF SIDEWALK AND WEST OF EDGE OF ASPHALT PAVEMENT OF FAIRFAX AVENUE.

FLOOD NOTE

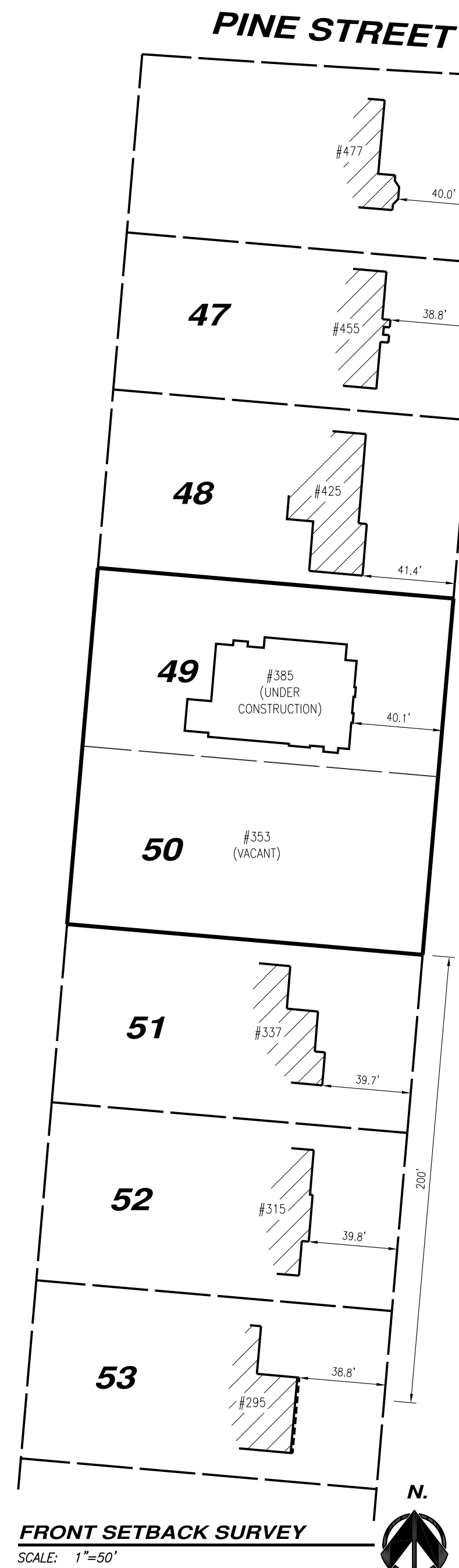
SUBJECT PROPERTY IS NOT LOCATED WITHIN ANY FLOOD PLAIN AS PER FLOOD INSURANCE RATE MAP NUMBER 26125C0536F, DATED SEPTEMBER 29, 2006, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

PARCEL AREA

COMBINED PARCEL AS SURVEYED:
TOTAL = 25,546.74 SQUARE FEET
= 0.586 ACRE

BASIS OF BEARING

SOUTH 04° 56' 30" WEST, BEING THE WESTERLY RIGHT OF WAY LINE OF FAIRFAX AVENUE AS PLATTED.



FRONT SETBACK SURVEY
SCALE: 1"=50'

LOT 13

LOT 12

LOT 11

LOT 49

LOT 48

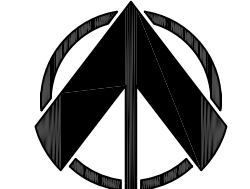
LOT 50
(VACANT)

LOT 51

COMBINED PARCEL
LOT 49 & LOT 50



NORTH



SCALE: 1"=10'

LEGEND

- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR WITH CAP. #46724
- PARCEL BOUNDARY
- - - PLATTED LOT LINE
- - - ADJACENT PARCEL
- - - EXISTING BUILDING OVERHANG
- - - EXISTING BRICK PAVERS
- - - EXISTING PAVEMENT AS NOTED
- - - EXISTING FENCE

FAIRFAX AVENUE
60' WIDE RIGHT OF WAY
ASPHALT PAVEMENT

SURVEYOR'S NOTES

1. A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.
2. ZONING - R1, SINGLE FAMILY RESIDENTIAL.
3. AVERAGE FRONT SETBACK AS SURVEYED = 39.75'.
4. ALL PROPERTY SPLITS/COMBINATIONS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED. THE ELEVATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY AND THE DRAWING HEREON DELINEATED IS A CORRECT REPRESENTATION OF THE SAME.

Shane Patrick Azbell

SHANE PATRICK AZBELL
LICENSED PROFESSIONAL SURVEYOR, STATE OF MICHIGAN
LICENSE NO. 4001046724

CONTRACTOR'S NOTE

The locations of existing underground utilities are shown in an approximate way only. The contractor shall determine the exact location of all existing utilities before commencing work. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground utilities.

3 WORKING DAYS | BEFORE YOU DIG | CALL MISS DIG | 1-800-482-7171 | (TOLL FREE) for the location of underground utilities.

The contractor shall be responsible for adhering to all applicable local, state, and federal standards, specifications, and guidelines for construction.

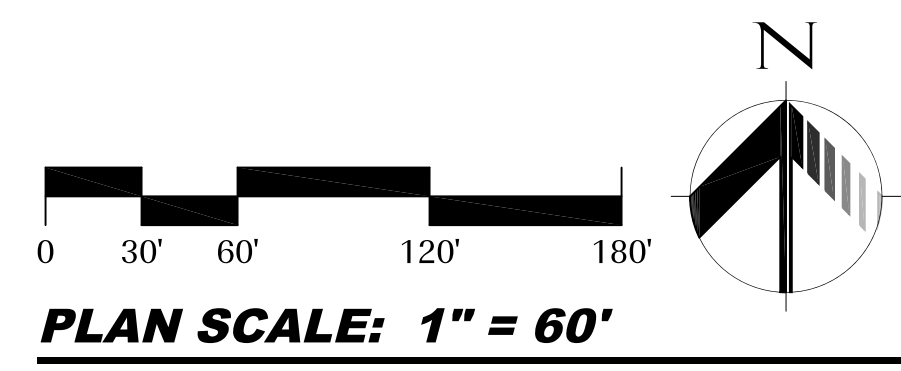
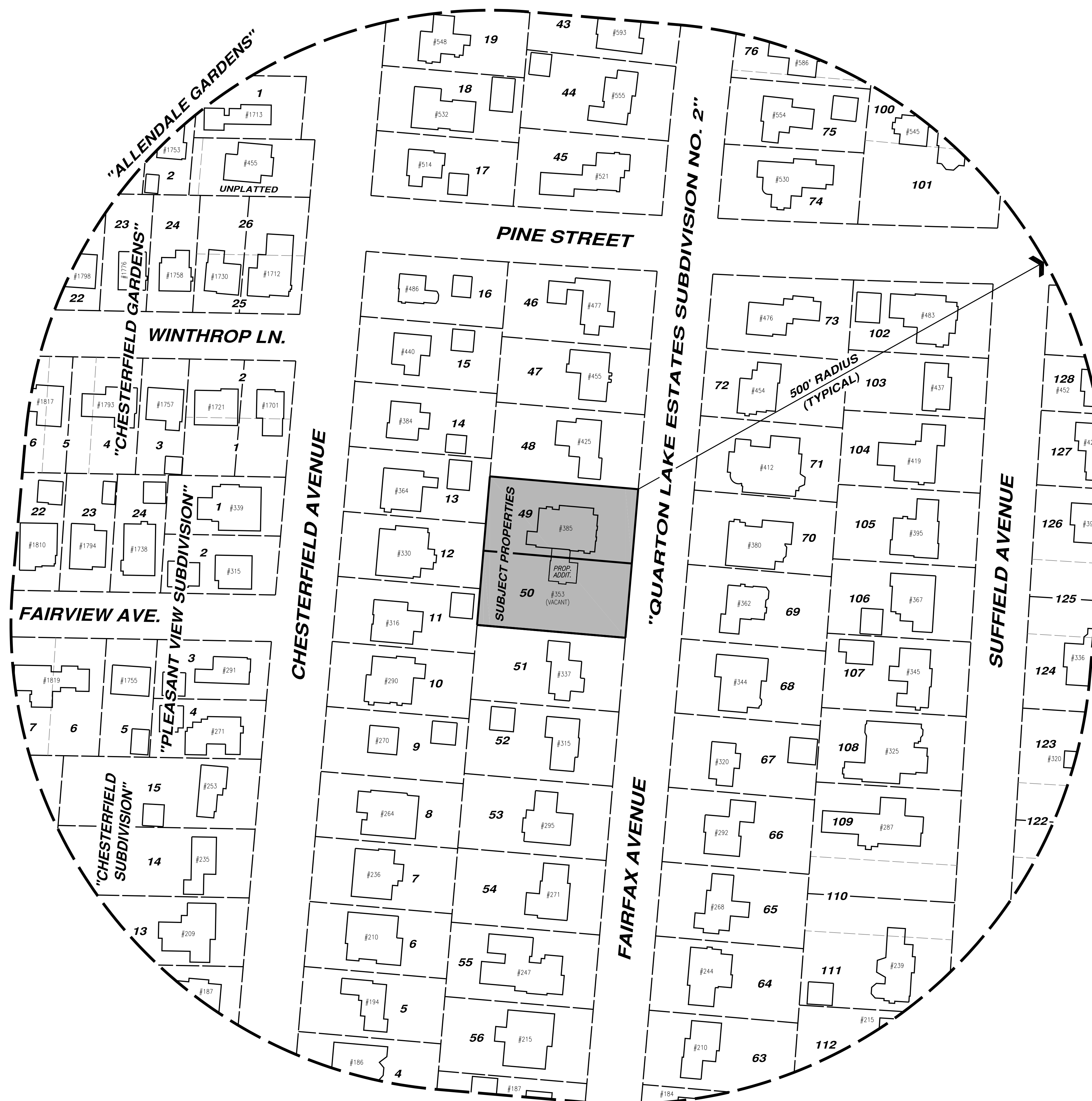
COMBINATION SURVEY

AZTEC
LAND SURVEYORS INC.
P.O. BOX 353
HOLLY, MI 48442
PHONE: 566-306-1253
FAX: 480-287-8799

PROJECT: COMBINATION SURVEY
CLIENT: MR. DAVID RUBY
740 BRID AVENUE
BIRMINGHAM, MI 48009
(248) 505-0893
JOB NO: 20-136
DATE: 3/23/21
DRAWN BY: S.A.
CHECKED BY:



SHEET 1 OF 1
MUNICIPAL REVIEW NUMBERS:



PLAN SCALE: 1" = 60'

REVISIONS:

CLIENT:
MR. DAVID RUBY
740 BIRD AVENUE
BIRMINGHAM, MI 48009
(248) 366-6985

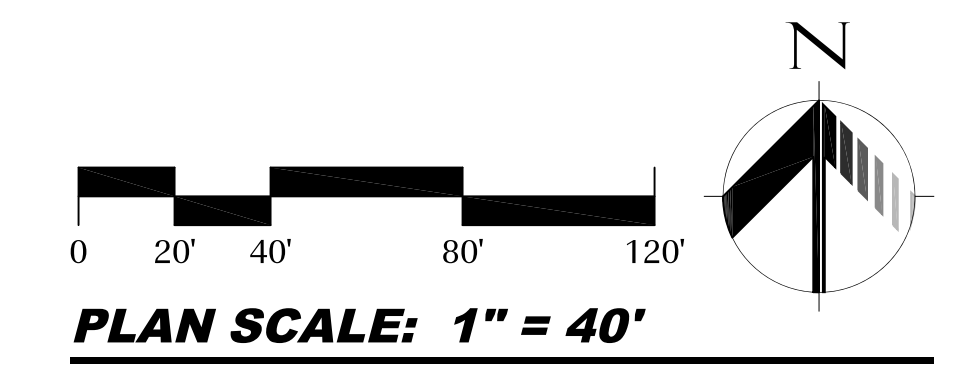
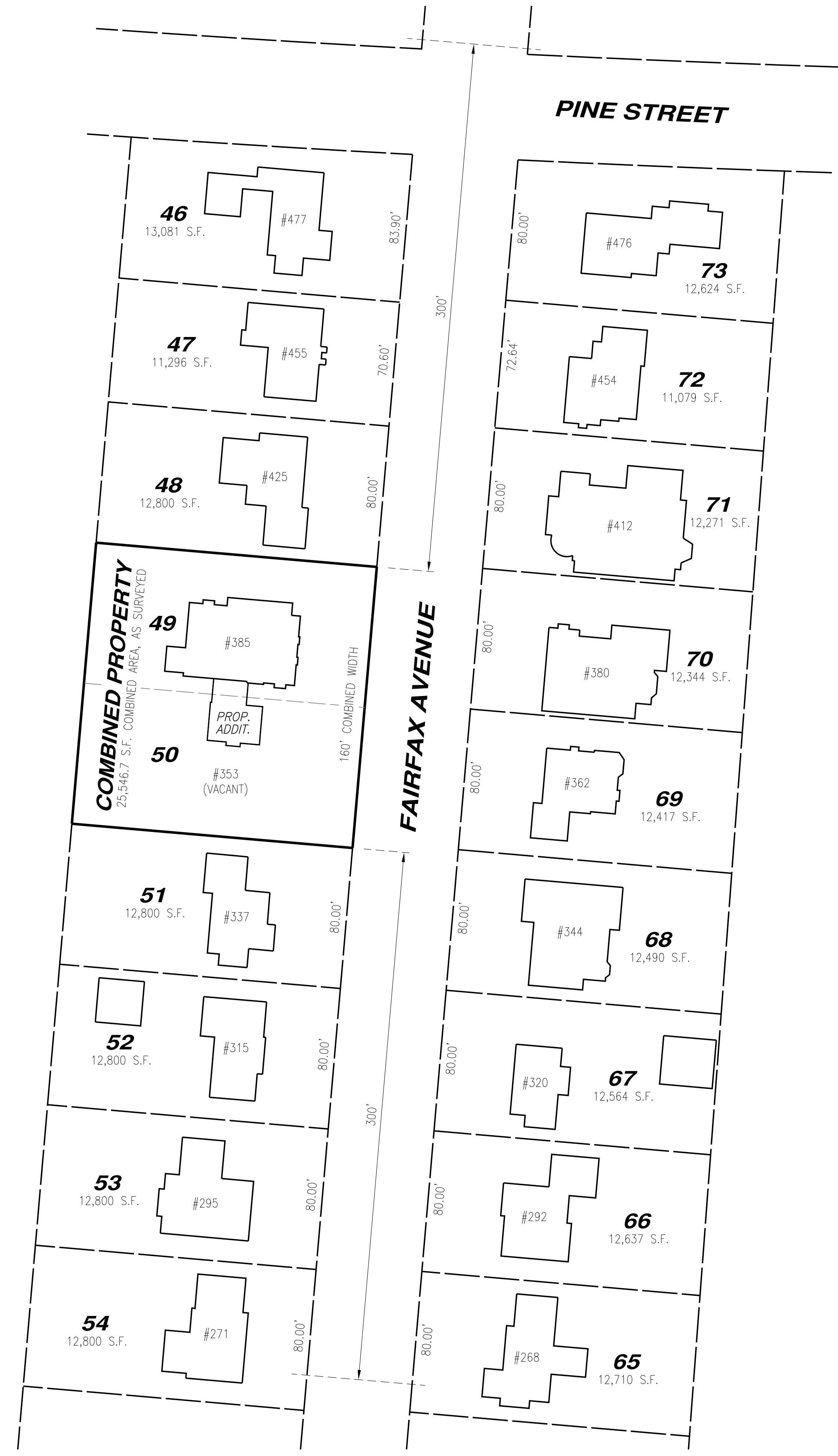


SCALE:
HORIZON
ENGINEERING LLC
CIVIL ENGINEERING, SITE PLANNING & LAND DEVELOPMENT CONSULTING
P.O. Box 182158, Shelby Township, Michigan 48318
Phone 586.453.8097 Fax 586.580.0053

PROJECT:
Proposed Lot Combinations
#353 & #385 FAIRFAX AVENUE
PARCELS 19-26-451-018 & -019
PART OF THE SOUTHWEST 1/4 OF SECTION 26, T3N, R10E,
CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

PLAN:
500' Radius Plan

JOB NO: 20-107
DATE: 8-28-21
DRAWN BY: N.P.R.



PLAN SCALE: 1" = 40'

LOT DATA SUMMARY

LOT NUMBER	RECORD LOT WIDTH	RECORD LOT AREA
46	83.90'	13,081 S.F.
47	70.60'	11,296 S.F.
48	80.00'	12,800 S.F.
51	80.00'	12,800 S.F.
52	80.00'	12,800 S.F.
53	80.00'	12,800 S.F.
54	80.00'	12,800 S.F.
65	80.00'	12,710 S.F.
66	80.00'	12,637 S.F.
67	80.00'	12,564 S.F.
68	80.00'	12,490 S.F.
69	80.00'	12,417 S.F.
70	80.00'	12,344 S.F.
71	80.00'	12,271 S.F.
72	72.64'	11,079 S.F.
73	80.00'	12,624 S.F.

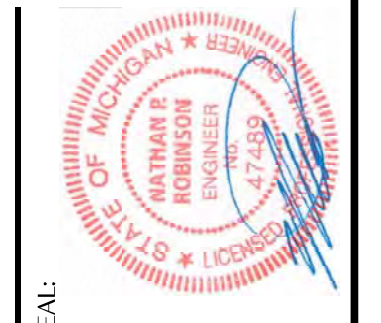
LOT WIDTH COMPARISON:
 AVERAGE LOT WIDTH = 79.20'
 2X AVERAGE LOT WIDTH = 158.40'
 PROPOSED LOT WIDTH FOR COMBINED PROPERTY = 160.00' RECORD
 (159.92' AS SURVEYED)

LOT AREA COMPARISON:
 AVERAGE LOT AREA = 12,469.5 S.F.
 2X AVERAGE LOT AREA = 24,939 S.F.
 PROPOSED LOT AREA FOR COMBINED PROPERTY = 25,546.7 S.F.

REVISIONS:

CLIENT: MEL DAVID RUBY
 740 BIRD AVENUE
 BIRMINGHAM, MI 48009
 (248) 366-6985

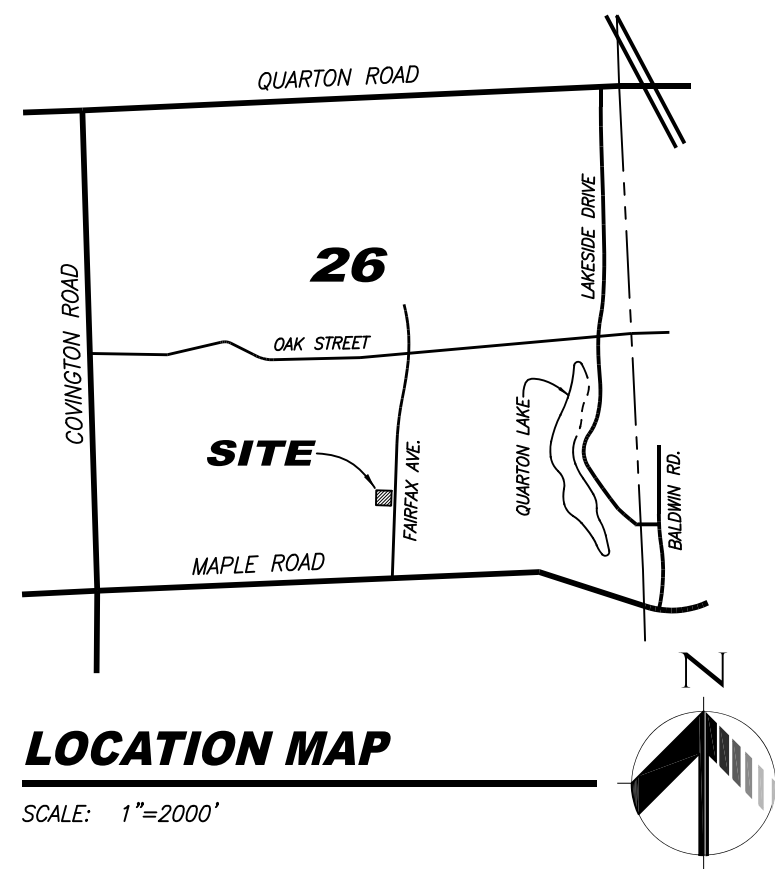
JOB NO: 20-107
 DATE: 8-28-21
 DRAWN BY: N.P.R.



HORIZON ENGINEERING LLC
 CIVIL ENGINEERING, SITE PLANNING & LAND DEVELOPMENT CONSULTING
 P.O. Box 182158, Shelby Township, Michigan 48318
 Phone 586.453.8097 Fax 586.580.0053

Proposed Lot Combinations
 #353 & #385 FAIRFAX AVENUE
 PARCELS 19-26-451-018 & -019
 PART OF THE SOUTHWEST 1/4 OF SECTION 36, T2N, R10E,
 CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

300' Block Plan



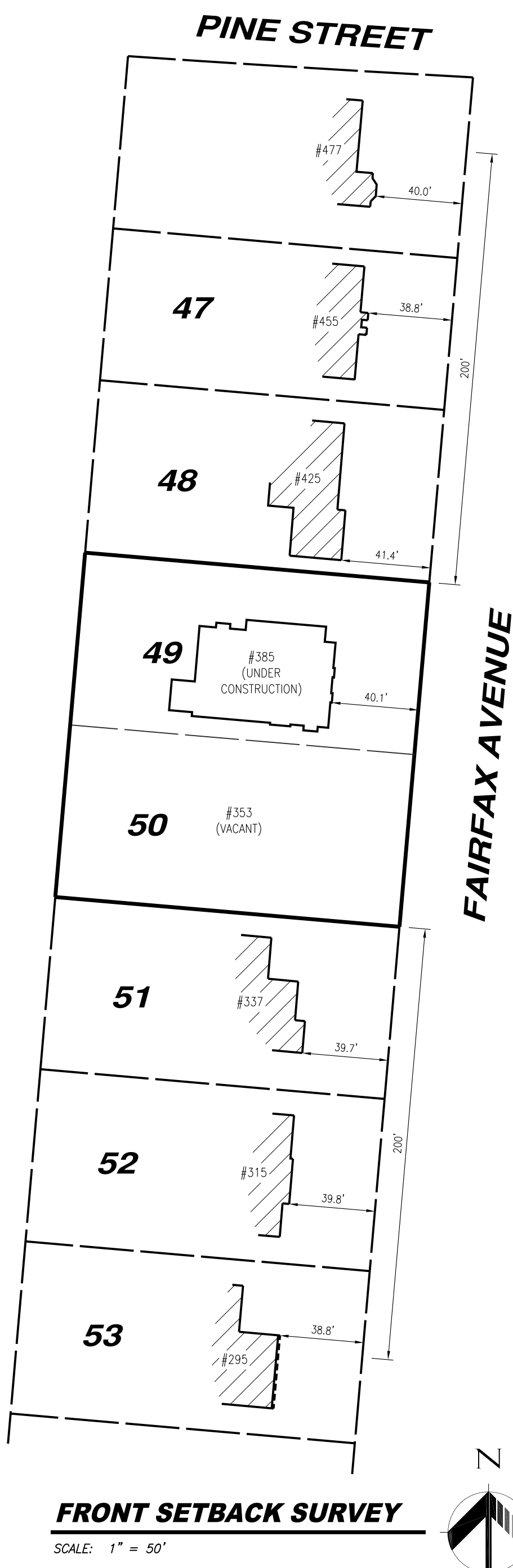
LOCATION MAP
SCALE: 1"=2000'

PROPERTY DESCRIPTION

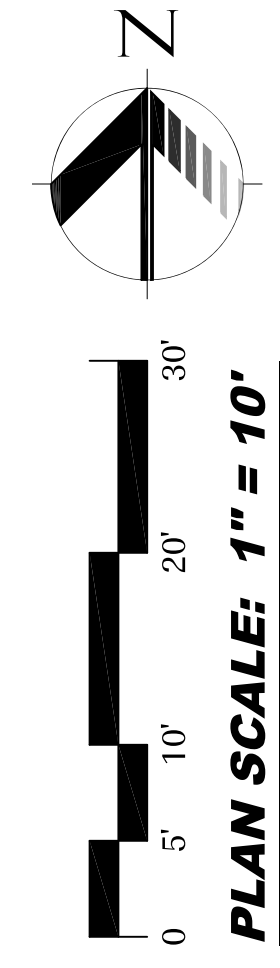
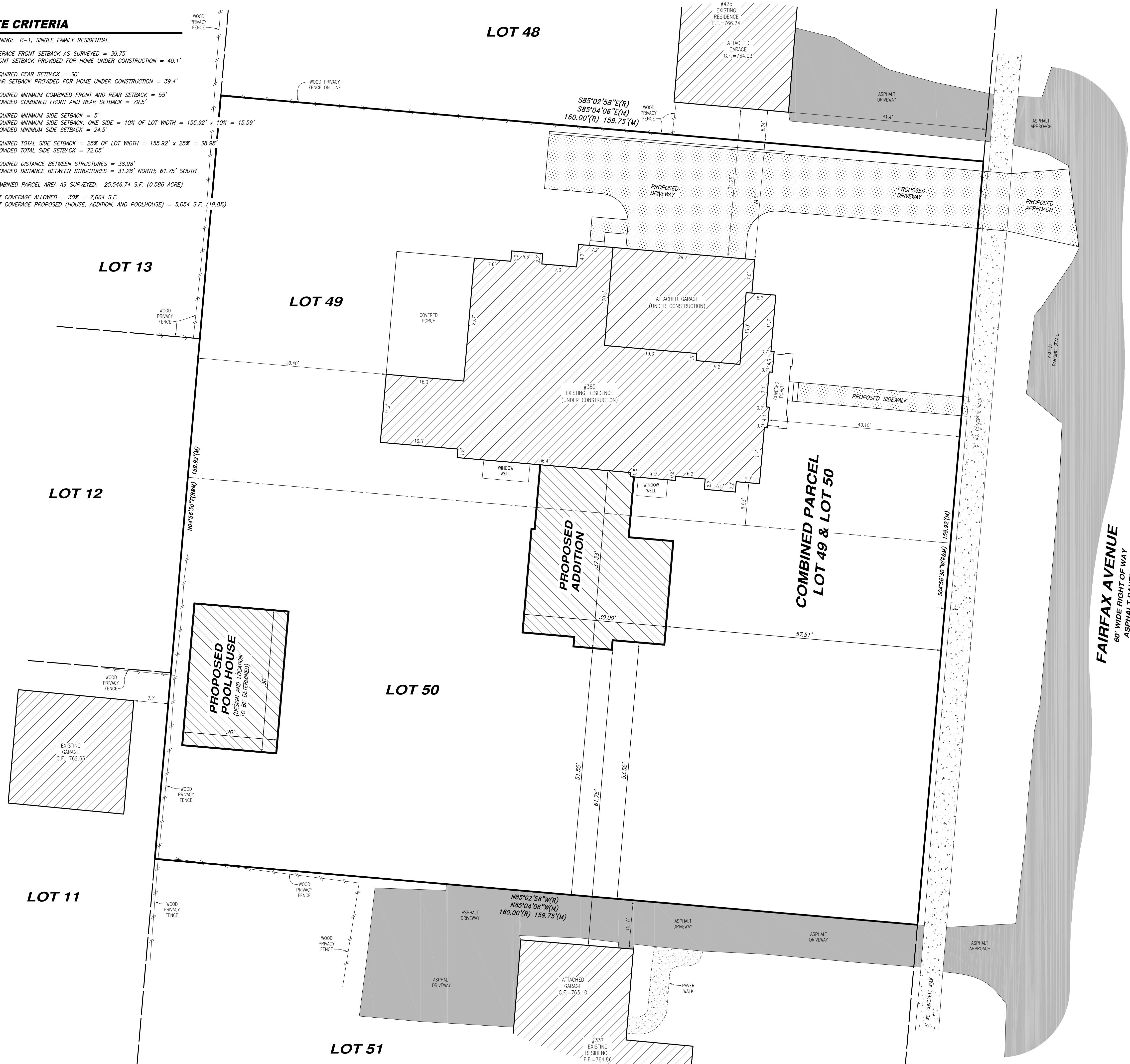
LOT 49 AND LOT 50, "QUARTON LAKE ESTATES SUBDIVISION NO. 2", A SUBDIVISION OF LOTS 1 TO 184 INCLUSIVE OF QUARTON LAKE ESTATES SUBDIVISION, VILLAGE OF BIRMINGHAM (NOW CITY OF BIRMINGHAM), OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 32 OF PLATS, PAGE 40 OF OAKLAND COUNTY RECORDS.

SITE CRITERIA

- ZONING: R-1, SINGLE FAMILY RESIDENTIAL
- AVERAGE FRONT SETBACK AS SURVEYED = 39.75'
- FRONT SETBACK PROVIDED FOR HOME UNDER CONSTRUCTION = 40.1'
- REQUIRED REAR SETBACK = 30'
- REAR SETBACK PROVIDED FOR HOME UNDER CONSTRUCTION = 39.4'
- REQUIRED MINIMUM COMBINED FRONT AND REAR SETBACK = 55'
- PROVIDED COMBINED FRONT AND REAR SETBACK = 79.5'
- REQUIRED MINIMUM SIDE SETBACK = 5'
- REQUIRED MINIMUM SIDE SETBACK, ONE SIDE = 10% OF LOT WIDTH = 155.92' x 10% = 15.59'
- PROVIDED MINIMUM SIDE SETBACK = 24.5'
- REQUIRED TOTAL SIDE SETBACK = 25% OF LOT WIDTH = 155.92' x 25% = 38.98'
- PROVIDED TOTAL SIDE SETBACK = 72.05'
- REQUIRED DISTANCE BETWEEN STRUCTURES = 38.98'
- PROVIDED DISTANCE BETWEEN STRUCTURES = 31.28' NORTH; 61.75' SOUTH
- COMBINED PARCEL AREA AS SURVEYED: 25,546.74 S.F. (0.586 ACRE)
- LOT COVERAGE ALLOWED = 30% = 7,664 S.F.
- LOT COVERAGE PROPOSED (HOUSE, ADDITION, AND POOLHOUSE) = 5,054 S.F. (19.8%)



FRONT SETBACK SURVEY
SCALE: 1" = 50'



REVISIONS:
CLIENT: MEL DAVID RUBY
740 BIRD AVENUE
BIRMINGHAM, MI 48009
(248) 366-6985
JOB NO: 17-161
DATE: 8-28-21
DRAWN BY: N.P.R.

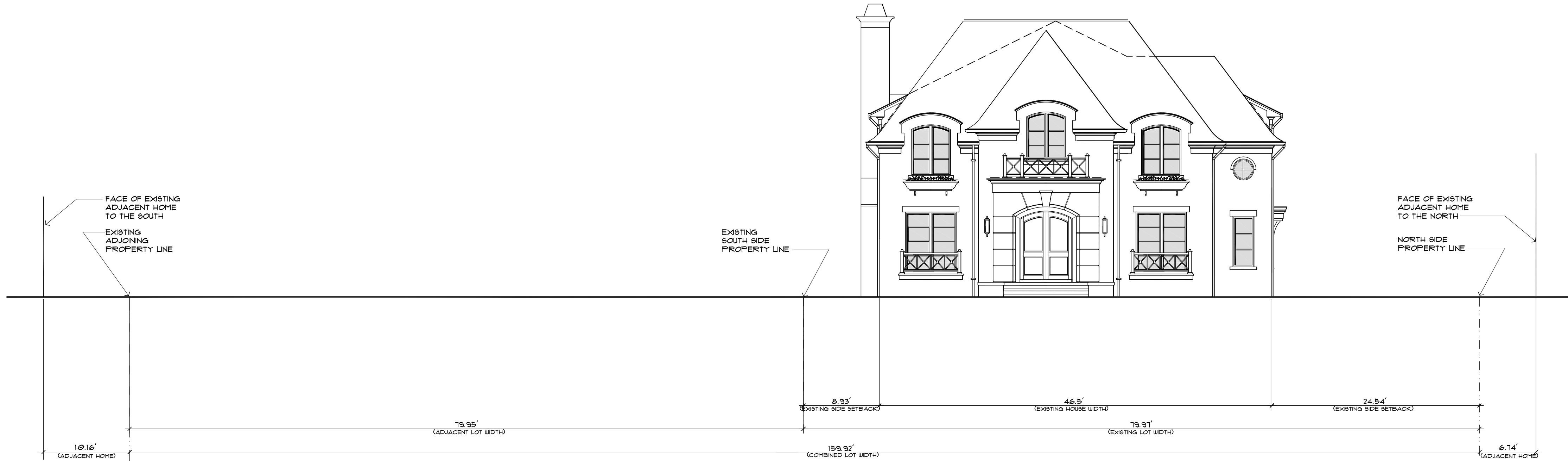


SCALE:
HORIZON
ENGINEERING LLC
CIVIL ENGINEERING, SITE PLANNING & LAND DEVELOPMENT CONSULTING
P.O. Box 182158, Shelby Township, Michigan 48318
Phone 586.453.8097 Fax 586.580.0053

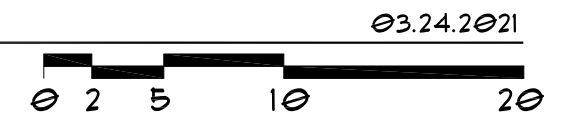
PROJECT:
Lot 49 & Lot 50
"Quarton Lake Estates Sub. No. 2"
#353 & 385 FAIRFAX AVENUE
PARCEL NO. 19-26-451-018 & -019
PART OF THE S.E. 1/4 OF SECTION 26, T.2N, R.10E,
CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

PLAN:
PROPOSED SITE PLAN

SHEET:
1 OF **1**
MUNICIPAL REVIEW NUMBERS:

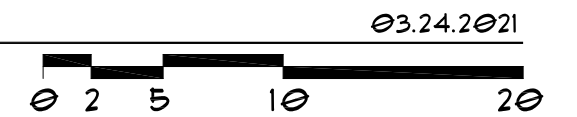


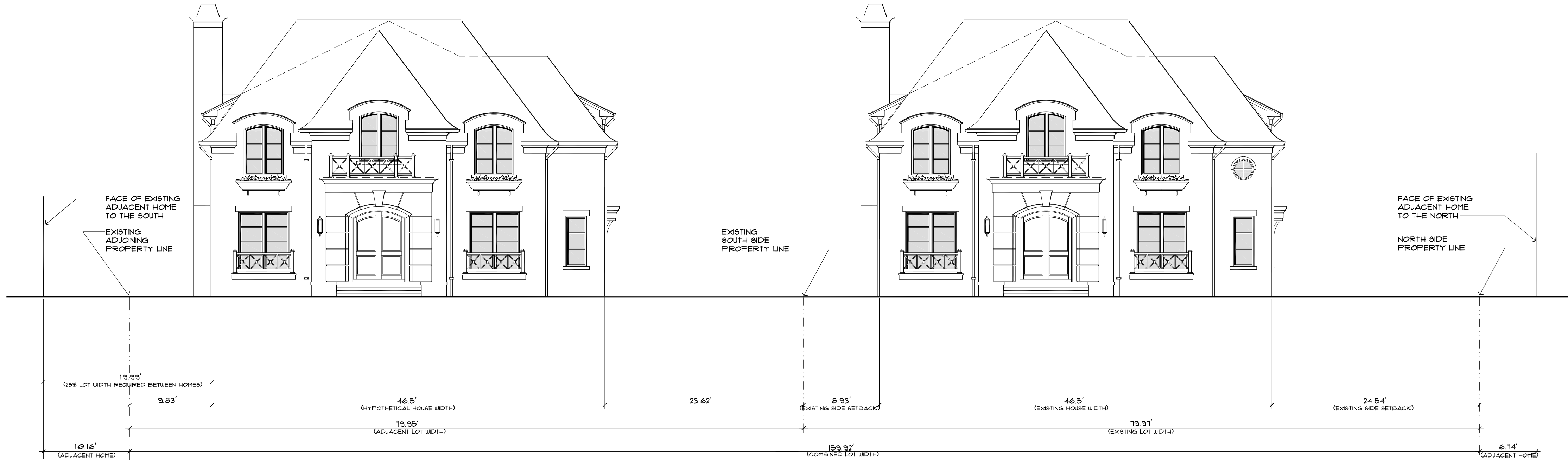
EXISTING FRONT (EAST) ELEVATION





PROPOSED LOT COMBINATION FRONT (EAST) ELEVATION



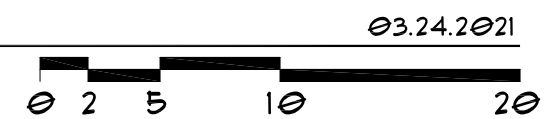


HYPOTHETICAL (EAST) ELEVATION 03.24.2021

EXISTING FRONT (EAST) ELEVATION 03.24.2021



EXISTING LEFT SIDE (SOUTH) ELEVATION

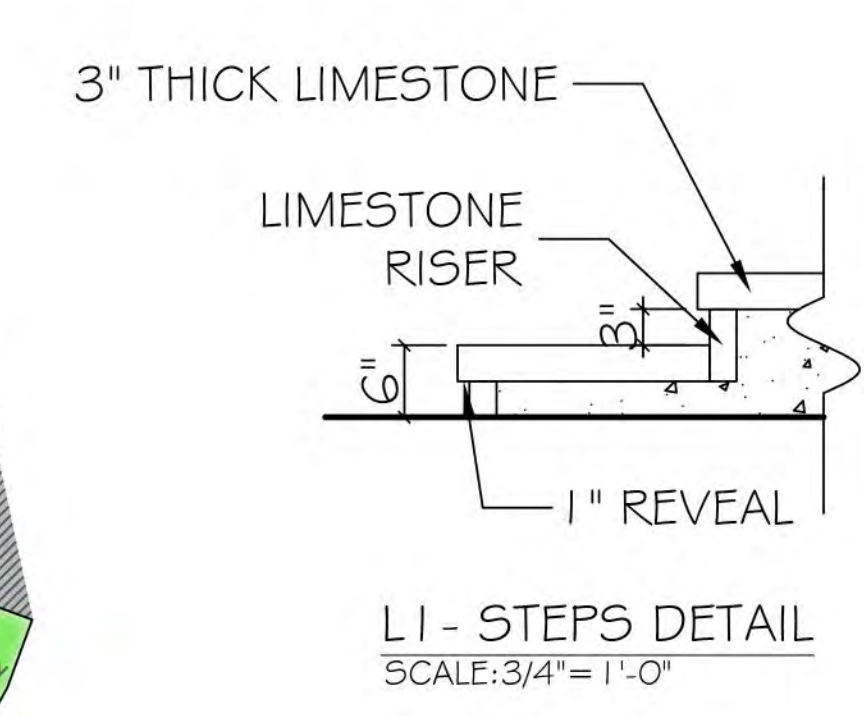
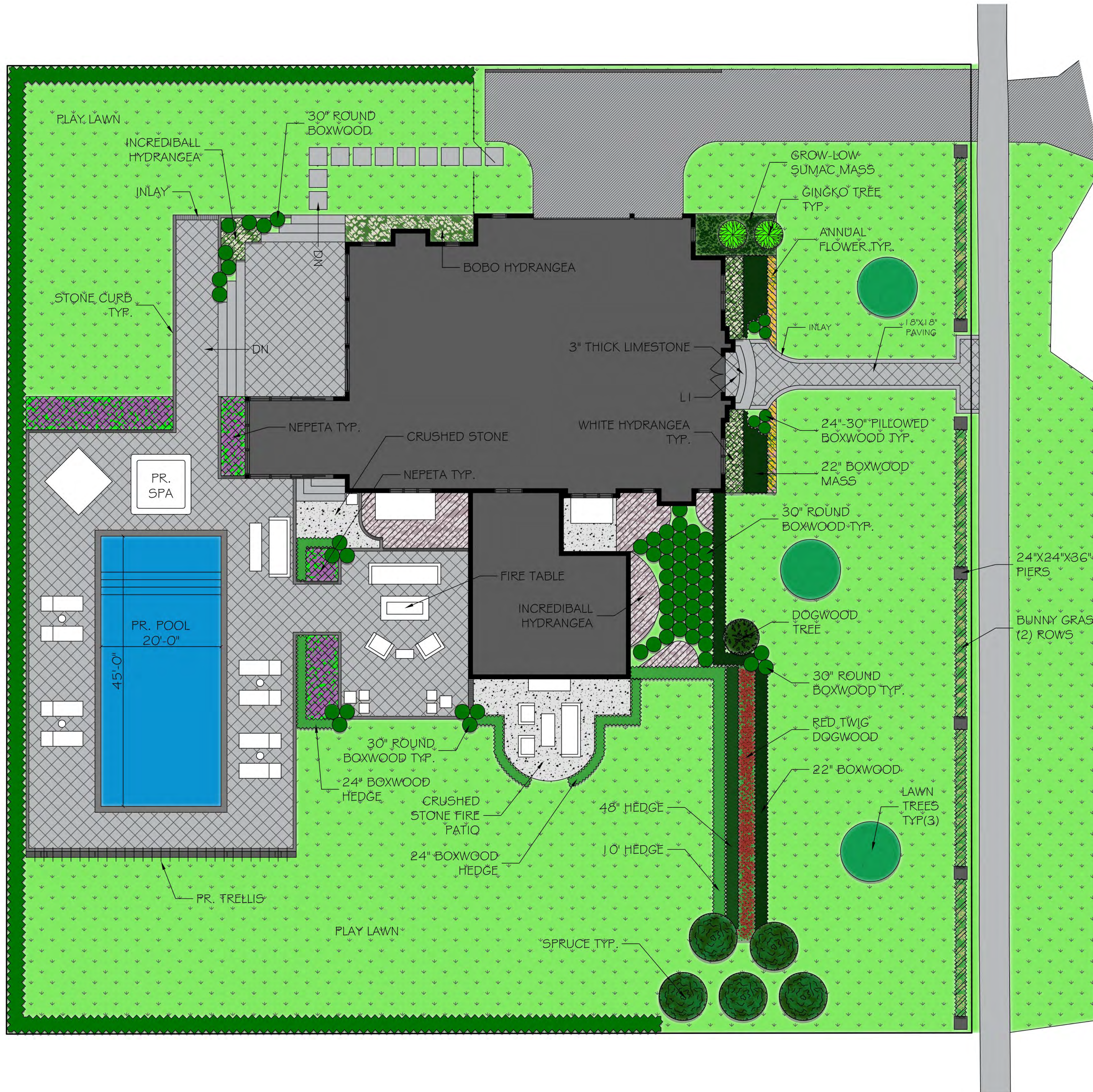




PROPOSED LOT COMBINATION LEFT SIDE (SOUTH) ELEVATION

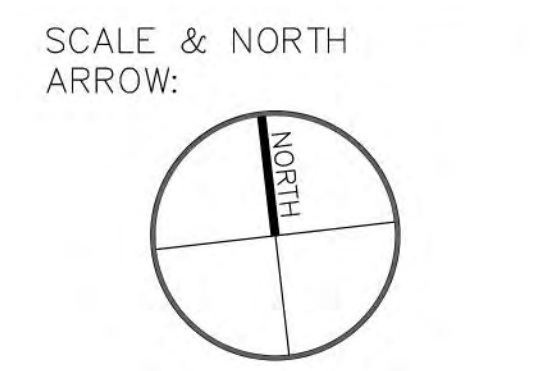
03.24.2021





DATE & REVISIONS:

NOVEMBER 24, 2020
JANUARY 14, 2021



SCALE: 1/8" = 1'-0"



SHEET TITLE:
LANDSCAPE
PLAN

SHEET NO:
L-1

DESIGNED BY:
M.M.

DRAWN BY:
C.A.

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March 26, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 353 and 385 Fairfax Lot Combination Application

Dear City of Birmingham Planning Department and City Commission:

My name is David Ruby and I have lived in the city of Birmingham since 1994. My mother and I moved to 1707 Stanley Blvd. when I was 12 years old and I immediately fell in love with my new home and neighborhood. I attended Covington Middle School and graduated from Seaholm High School in 1999. I went away to college and briefly lived in Chicago; however, my plan was always to return home to Birmingham. In 2007, I landed a great job which allowed my dream of returning to Birmingham to come true. I rented for a few years around town before purchasing my first home in 2010; a single-family house at 740 Bird Ave. I did this with my then fiancé, now my wife, Marisa Ruby. For 11 years we have called Bird Ave. home. It has been a magical place for us, where we have expanded our family to include three precious little boys, Lennon Ruby, born September 2018, and identical twins, Jonah and Ashton Ruby, born May 2020. Our intention is to raise our boys in Birmingham, send them through the Birmingham school system, and teach them to love and appreciate this city as much as we do.

We have always loved the Quarton Lake Estates neighborhood, and in 2018 we began to search for homes for sale that would allow us to move there and send our son to Quarton Elementary School. In July of 2019, with only one child, we purchased 385 Fairfax from Hunter Roberts Homes, with the intent to build an approximately 4,900 sq. ft. home. We began construction December 2019. However, our plans evolved, as did our family, with the unexpected gift of twins. In September 2020, we were pleasantly surprised when 353 Fairfax, the adjacent lot just south of our new build, was listed for sale. With our now family of five, we jumped at the opportunity to be able to have an extra yard for our three boys to run and play in. After further consideration and discussion, we decided that with a small addition to the interior space of our house, we would be able to build our absolute dream home that we could live in forever.

We are respectfully requesting the approval from the city of Birmingham to combine 353 Fairfax and 385 Fairfax into one lot. With this combination, we envision adding a small interior bump-out addition to the south side of our house, increasing the home's footprint by approximately 920 square feet. We would also improve the property by adding an outdoor space with a beautifully landscaped yard, a swimming pool, and a safe usable area for our three young boys to run and play sports away from the street. This combination will give us a space where we will be able to create beautiful memories and enjoyment with our family and friends for the rest of our lives. Our promise is to use architecture and landscaping to uphold and respect the beauty, flow and spirit of this neighborhood we hold so dear.

Upon approval, we will work closely with the Community Development Department and pull all necessary permits to ensure our plans meet all required standards.

Please find enclosed the application forms, proof of ownership and tax information, surveys, presentation of our plans, architectural plans, landscaping plans, and letters of support from our neighbors.

Thank you for reviewing our materials and for your consideration.

Best Regards,

David Ruby and Marisa Ruby



Williams Williams Rattner & Plunkett, P.C.
Attorneys and Counselors

380 North Old Woodward Avenue
Suite 300
Birmingham, Michigan 48009

Tel: (248) 642-0333
Fax: (248) 642-0856

www.wwrplaw.com

Richard D. Rattner
rdr@wwrplaw.com

March 25, 2021

By Email

Planning Board
City of Birmingham
151 S. Martin Street
Birmingham, MI 48009
Attn: Jana Ecker

Re: Application to Combine Platted Lots at 353 and 385 Fairfax, Birmingham, MI
("Application")

Dear Ms. Ecker and Members of the Planning Board:

We submit this letter in support of the property owners, David and Marisa Ruby ("Owners"), and their Application to combine the platted lots commonly known as 353 and 385 Fairfax, Birmingham, in the R1 single family residential district (the "Subject Property").

Mr. and Mrs. Ruby first purchased 385 Fairfax from Hunter Roberts Homes, a local builder that had started constructing a new home in conformity with the requirements of the R1 district on the lot. During the construction of the home and after the purchase of 385 Fairfax, the next-door neighbors at 353 Fairfax placed their home for sale, and Mr. and Mrs. Ruby purchased that property. The Owners have been working with an architect on design plans for an addition to the new home already under construction for a modest addition on the south side of house. The addition would cross the northly lot line of 353 Fairfax, requiring the lot combination and would not otherwise change the footprint of the new home. See the survey enclosed with this letter at attachment 1. Whether the Owners build the addition or not, they already have demolished the house on 353 Fairfax and intend to use the area for outdoor living and greenspace.

The Application meets the spirit and intent of the standards of approval of the Ordinance, Section 102-83, as discussed below.

Ordinance Sec. 102-83 – Standards for approval

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

The requested lot combination of 353 and 385 Fairfax will result in a combined parcel consistent with the character of the neighborhood. The proposed addition off the south side of the new home extends the footprint of the house onto 353 Fairfax by approximately 28 feet and leaves the remainder of 353 Fairfax as beautifully landscaped outdoor living area. The owners intend to principally use the lot at 353 Fairfax for a professionally landscaped outdoor living area with greenspace, a patio, and pool. See the design concept plan enclosed with this letter at attachment 2. The size of the home with the addition will be consistent with other homes in the area and the lot combination will add a landscaped greenspace to the neighborhood. The Owners' proposed lot combination will result in a finished home and yard very similar to those at 239 Suffield, 287 Suffield and 545 Suffield, all within 500 feet of the Subject Property.

The owners understand there may be a need for a variance from the Board of Zoning Appeals once the lots are combined due to the setbacks of the R1 district when applied to the combined lot for the setback on the northside of 385 Fairfax. An important fact to acknowledge, however, is the house at 385 Fairfax exists today and was under construction when it was purchased by Mr. and Mrs. Ruby and it is a conforming structure under the R1 district requirements. The Owners are not proposing any modifications to the existing north façade of the house.

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

The average lot width of the lots within 300 feet on the same street are 79.20 feet. The lots of the Subject Property are both 80-feet wide. The combined lot width, therefore, calculates to be 18 inches wider than the average (158.40 feet). This is a de minimus difference from the average and does not vary from the spirit and intent of this standard of approval. This is borne out when considering the number of lots within 300 feet on the same street and their width. There are 16 lots within 300 feet of the Subject Property. *Fourteen* of the 16 lots are 80-feet wide or wider, the same as the Subject Property. Two atypical lots are less than 75 feet wide. The combining of 385 and 353 Fairfax will not result in a combined lot appearing greater than twice the average lot on the street.

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

Because of the two atypically small lots located in this area of Fairfax Street which are less than 75 feet in width, twice the average lot area is 24,940 square feet. The Subject Property when combined is 25,600 square feet. A de minimus difference from the average of 660 square feet is not visually noticeable and does not vary from the spirit and intent of this standard of approval.

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

The Owners are not seeking to significantly expand the building envelope of the combined lots. The Owners' plan for the combined lots is not to double the size of the existing home, rather simply to add an addition and ancillary outdoor living space to the lot at 353 Fairfax. This is very similar to the homes on combined lots within 500 feet on Suffield. The new home at 385 Fairfax was already under construction when the Owners purchased it and is similar in size and architecture to the stately homes of the neighborhood. Further, there are at least 3 properties within 500 feet of the Subject Property with similarly combined lots, 287, 239 and 545 Suffield. This area of Birmingham is replete with large lots, large homes, mature trees, and luscious greenery. Fairfax Street also is home to large lots of approximate widths of 160 feet, such as 795 Fairfax north of the Subject Property. The Owners' proposed design of the combined lots is consistent with the rhythm and pattern of development within 500 feet and does not create an anomaly in this neighborhood.

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

There are no unpaid taxes or special assessments related to the Subject Property.

(6) The combination will not adversely affect the interest of the public or the abutting property owners.

The location of the house will remain as it is today, with an addition on the south side of the house, which encroaches into the 353 Fairfax lot by approximately 28 feet. There will be no significant modifications to ingress and egress from Fairfax Street. The requested lot combination will have no effect on the use and development of adjacent properties. The newly

constructed home with its professionally landscaped outdoor living area should result in an increase in property value for these lots.

No natural features will be detrimentally affected by the lot combination. In fact, the Owners' proposed plan for the combined lots removes the hardscape of the house that was located at 353 Fairfax and replaces it primarily with a landscaped natural feature improving drainage, lessening density, lessening demand on public water and sewer systems, and increasing the amount of air and light available to the adjacent properties.

Conclusion

The Application to combine the lots of the Subject Property satisfies the spirit and intent of Ordinance Section 102-83(1) – (6). The Owners proposed addition to the existing house and ancillary outdoor living amenities are consistent with the neighborhood. We respectfully request the Planning Board to recommend the approval of the lot combination to the City Commission.

Very truly yours,

WILLIAMS WILLIAMS RATTNER & PLUNKETT, PC

Richard D. Rattner

Richard D. Rattner



Combination of Platted Lots Application Planning Division

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

1. Applicant

Name: David and Marisa Ruby
 Address: 740 Bird Ave
 Birmingham, MI 48009
 Phone Number: 248 505-0893
 Fax Number:
 Email address: druby@gemstonecommunities.com

2. Property Owner

Name: David and Marisa Ruby
 Address: 740 Bird Ave
 Birmingham, Michigan 48009
 Phone Number: 248 505-0893
 Fax Number:
 Email address: druby@gemstonecommunities.com

3. Applicant's Attorney/Contact Person

Name: As Above
 Address:
 Phone Number:
 Fax Number:
 Email address:

4. Project Designer/Developer

Name: Patrick Dyke
 Address: 2553 Meade Court
 Ann Arbor, MI 48105
 Phone Number: 248-321-4444
 Fax Number:
 Email address: pdcllc@ymail.co

5. Project Information

Address/Location of Property: 385 and 353 Fairfax
 Birmingham, Michigan 48009
 Sidwell #:
 Parcel #: 08-19-26-451-018 and 08-19-26-451-019
 Current Zoning: R1

Legal Description:

353 Fairfax - T2N, R10E, SEC 26 SUB OF LOTS 1 TO 184 INCL OF QUARTON LAKE ESTATES SUB LOT 50
 358 Fairfax - T2N, R10E, SEC 26 SUB OF LOTS 1 TO 184 INCL OF QUARTON LAKE ESTATES SUB LOT 49

6. Required Attachments


- | | |
|---|---|
| <p>I. Two (2) copies of a <i>registered</i> land survey showing:</p> <ul style="list-style-type: none"> i. All existing and proposed platted lot lines; ii. Legal descriptions of proposed lots; iii. Locations of existing/surrounding structures for at least 500 ft. in all directions; iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked; | <ul style="list-style-type: none"> II. One (1) digital copy of plans; III. Proof of ownership; IV. Written statement of reasons for request; V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner; VI. Sketches of proposed development (<i>optional</i>); VII. Other data having a direct bearing on the request. VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments. |
|---|---|

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

We respectfully request approval from the City of Birmingham to combine parcel 08-19-26-451-019 (lot 50) and parcel 08-19-26-451-018 (lot 49) to become one lot and address 385 Fairfax Avenue for the purpose of improving the property by building a small bump out addition, an outdoor patio space with fire place, a pool and a sport court. Please see enclosed a copy of our plans.

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

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

Signature of Property Owner:  Date: 3/24/21
Print Name: David and Marisa Ruby

Signature of Applicant:  Date: 3/24/21
Print Name: David and Marisa Ruby

Office Use Only

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

Combination of Platted Lots

Overview of the Process:

Step 1 – Make an appointment with a city planner: A conceptual survey plan must be presented to a city planner prior to acceptance of an application for Combination of Platted Lots. This meeting is intended for information sharing and general guidance.

Step 2 – Combination of Platted Lots Application filed: An application is deemed complete upon submission and acceptance of the completed application form and all required documentation. Once an application is deemed complete, a petitioner will be scheduled for a public hearing before the Birmingham City Commission, which will be at least 15 days after submission of the application.

Step 3 – Departmental Review: Submitted survey plans are sent to appropriate departments for review. Comments are returned to the Planning Division prior to final review by Planning Division personnel.

Step 4 – Notices of Public Hearing: Notices are sent by the City Clerk to all property owners within 300' of the subject property at least 15 days prior to the City Commission Public Hearing meeting at which the application will be considered.

Step 5 – Review Report: The Planning Division reviews the application and prepares a report to the City Commission for consideration at the public hearing.

Step 6 – Public Hearing at the City Commission: Birmingham City Commission meets to consider the application for Combination of Platted Lots. Petitioner appears before City Commission to answer any questions.

Step 7 – Decision: The City Commission approves, denies, or postpones the Combination of Platted Lots application.

Combination of Platted Lots Application Requirements:

1. A complete Combination of Platted Lots application is to be submitted to the Community Development Department.
2. The application must be completed in its entirety and signed by the owners or applicants.
3. The application must be accompanied by the following supporting documentation:
 - a. Proof of ownership
 - b. Written statement of reasons for request
 - c. A letter of authority or power of attorney in the event the application is made by a person other than the property owner
 - d. Two (2) copies of a **registered** land survey showing:
 - i. All existing and proposed platted lot lines
 - ii. Legal descriptions of proposed lots
 - iii. Locations of existing/surrounding structures and setbacks for at least 500 feet in all directions
 - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked.
 - v. One set of survey plans mounted on display boards
 - vi. Any other data having a direct bearing on the request
4. All taxes and special assessments must be paid at the time of application.
5. All water bills must be paid at the time of application.
6. All building permits must be obtained at the time of application.
7. Signatures from the City of Birmingham Treasurer, Water Department, and Building Department are required.
8. Signatures of the property owner and applicant are required.
9. Fee: \$200.00 per parcel affected in the request, minimum fee: \$400.00



Notice Sign Rental Application Community Development

1. Applicant

Name: David and Marisa Ruby
 Address: 385 Fairfax
Birmingham, MI 48009
 Phone Number: 248 505-0893
 Fax Number: _____
 Email address: druby@gemstonecommunities.com

2. Property Owner

Name: Same as applicant
 Address: _____
 Phone Number: _____
 Fax Number: _____
 Email address: _____

3. Project Information

Address/Location of Property: 385 and 353 Fairfax
 Name of Development: Lot Combination
 Area in Acres: .586 acres

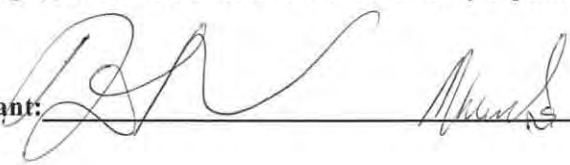
Name of Historic District, if any: _____
 Current Use: Residential
 Current Zoning: R1

4. Date of Board/Commission Review

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

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

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

Signature of Applicant:  Date: 7/29/21

<i>Office Use Only</i>		
Application#: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Reviewed By: _____



FEE SCHEDULE

Application	Fees
Administrative Approval	\$100
Administrative Sign Approval	\$100
Board of Zoning Appeals* <ul style="list-style-type: none"> • Single Family Residential • All Other Zoning Districts 	\$310 \$510
Community Impact Study Review*	\$2,050
Design Review*	\$350
Division/Combination of Platted Lots	\$200 X 2
Historic District Review* <ul style="list-style-type: none"> • Single Family Residential • All Other Zoning Districts 	No Charge \$350
Public Notice Sign <ul style="list-style-type: none"> • Notice Sign Rental • Returnable Sign Bond 	\$50 \$100 → \$150 total
Preliminary/Final Site Plan Review <ul style="list-style-type: none"> • R4 – R8 Zoning District • Nonresidential Districts 	\$850, plus \$50 per dwelling unit \$1,050, plus \$50 per acre or portion of acre
Special Land Use Permit* <ul style="list-style-type: none"> • Plus Site Plan Review • Plus Design Review • Plus Publish of Legal Notice • Plus Sign Rental and Deposit 	\$800 \$1,050 \$350 \$450 \$150 → \$2,800 total
Special Land Use Permit Annual Renewal	\$200
Temporary Use Permit	\$100
Zoning Compliance Letter	\$50

***The fees for Board of Zoning Appeals, Community Impact Study Review, Design Review, Site Plan Review, Historic District Review and Special Land Use Permits shall be double the listed amounts in the event the work is commenced prior to the filing of an application for review by the City of Birmingham.**

X

Certified True Copy

WARRANTY DEED

File No.: 19-12038-3

THE GRANTOR, Sowden Properties, LLC, a Michigan Limited Liability Company

whose address is: 962 Puritan Avenue, Birmingham, MI 48009

conveys and Warrants to David Ruby and Marisa Ruby, husband and wife

whose address is: 740 Bird Avenue, Birmingham, MI 48009

The following described premises situated in the *City of Birmingham, County of Oakland, and State of Michigan*, and more particularly described as follows:

Lot 49 of Subdivision of Lots 1 to 184, inclusive, of QUARTON LAKE ESTATES SUBDIVISION, according to the plat thereof, as recorded in Liber 32 of Plats, Page 40, Oakland County Records.

Tax Parcel No.: 19-26-451-018

Commonly known as: 385 Fairfax St., Birmingham, MI 48009

for the sum of **SIX HUNDRED SIXTY SIX THOUSAND AND 00/100 Dollars (\$666,000.00)**

Subject to existing building and use restrictions, easements, and zoning ordinances, if any

X

Dated: July 31, 2019

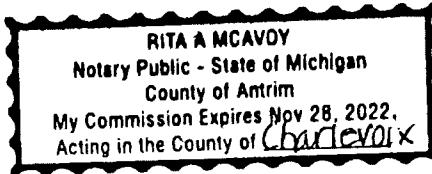
Sowden Properties, LLC, a Michigan Limited Liability Company

By: [Signature]
Thomas M. Sowden, Sole Member

STATE OF Michigan
COUNTY OF Charlevoix

Acknowledged before me on the 31st day of July, 2019 by Thomas M. Sowden, Sole Member of Sowden Properties, LLC, a MI Limited Liability Company, for the company.

[Signature]
Notary Public Signature



Notary Name

Notary public, State of _____, COUNTY OF _____

My Commission Expires:

Recording Fee \$30.00

Transfer Tax \$4,995.00

County Revenue Stamps \$732.60

Drafted by:
Sowden Properties, LLC
962 Puritan Avenue
Birmingham, MI 48009

When recorded return to:
David Ruby and Marisa Ruby



CISLO TITLE COMPANY
Title Insurance & Escrow Services
www.cislotitle.com

WARRANTY DEED

(Page One of a Two Page Warranty Deed)

The Grantor, John W. Schmieding
Whose Address is 434 Putter Point Ct., Naples, FL 34103

Conveys and warrants to David Ruby and Marisa Ruby, husband and wife
Whose Address is 740 Bird Avenue, Birmingham, MI 48009

The following described premises situated in the City of Birmingham, Oakland County, State of Michigan:

Lot 50, of Subdivision of Lots 1 through 184, inclusive, of Quarton Lake Estates Subdivision, as recorded in Liber 32, Page 40 of plats, Oakland County Records.

More commonly known as: 353 Fairfax Street, Birmingham, MI 48009

Tax Item No.: 08-19-26-451-019

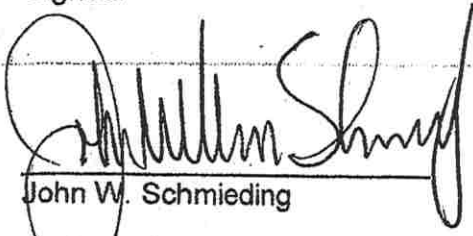
For the Sum of \$660,000.00 Six Hundred Sixty Thousand and 00/100 Dollars

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

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

Dated: September ^{23rd mg} 25, 2020

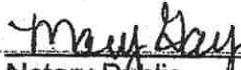
Signed:


John W. Schmieding

State of Florida }

County of Collier }

This foregoing instrument was acknowledged before me this ^{23rd mg} 25th day of September, 2020 by John W. Schmieding


Notary Public
Collier County, Florida

My Commission Expires: 10/8/2020



Drafted by: John W. Schmieding
353 Fairfax Street, Birmingham, MI 48009

Return to: David Ruby
~~353 Fairfax Street, Birmingham, MI 48009~~

 740 BIRD AVE
File No.: 117991



Step 1: Select Payments

Step 2: Review and Submit

Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized

Confirmation Number: 87117305

Your payment has been authorized successfully and payment will be processed.

The City of Birmingham thanks you for your payment. Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
Winter Tax payment of \$2,960.39 on Parcel Number 08-19-26-451-019	\$2,960.39
Subtotal:	\$2,960.39
Convenience Fee:	\$0.00
Total Payment:	\$2,960.39

Customer Information

First Name: DAVID
 Last Name: RUBY
 Address Line 1: 353 FAIRFAX AVE
 Address Line 2:
 City: BIRMINGHAM
 State: Michigan
 Zip Code: 48009-1274
 Phone Number: 2485050893

Email Address: druby@gemstonecommunities.com

Payment Information

Payment Date: 01/11/2021

Check Routing Number: 041001039

Check Account Number: *****275

Account type: Checking

Print

Finished

2020 DECEMBER TAX STATEMENT - RETURN THIS PORTION WITH YOUR REMITTANCE

REMIT TO: CITY OF BIRMINGHAM - TAXES • P.O. BOX 671732, DETROIT, MI 48267-1732

Allow at least 10 days when mailing

63008 1926451018 4 000288802

TOTAL	PENALTY	TOTAL PAID	
2,888.02			



DUE DEC. 1, 2020 - FEB. 16, 2021

RUBY, DAVID
RUBY, MARISA
740 BIRD AVE
BIRMINGHAM MI 48009-2064

MAKE CHECK PAYABLE TO:
CITY OF BIRMINGHAM

Please include phone number
or email on check

PARCEL I.D. NUMBER
08-19-26-451-018

WARNING: Check your Parcel I.D. No. before paying your TAXES. You are responsible if you pay on wrong parcel.

CITY OF BIRMINGHAM 2020 DECEMBER TAX STATEMENT

FISCAL YEARS

O.C. PARKS & REC. • ZOO AUTHORITY H.C.M.A.
10-1-2020 to 9-30-2021 1-1-2021 to 12-31-2021
PARTIAL BIRMINGHAM SCHOOLS • O.C.P.T.A. • ART AUTHORITY
7-1-2020 to 6-30-2021

DUE DECEMBER 1, 2020 - FEBRUARY 16, 2021
3% PENALTY AFTER FEBRUARY 16, 2021

PAYMENTS BY MAIL WILL BE RECORDED ON THE DATE
RECEIVED, NOT ON THE DATE POSTMARKED.

RUBY, DAVID
RUBY, MARISA
740 BIRD AVE
BIRMINGHAM MI 48009-2064

Property Address:
385 FAIRFAX AVE

CODE #	*P.R.E. TAX BASE	PARCEL I.D. NUMBER / SCHOOL DIST.	
32862	0	08-19-26-451-018	63010
* % DECLARED AS P.R.E.	*NON-P.R.E. TAX BASE	TAXABLE VALUE	STATE EQUALIZED VALUE
0%	266,590	266,590	266,590
TAX DESCRIPTION		RATE PER \$1,000	AMOUNT
COUNTY		0.56040	149.39
OCPTA		0.98510	262.61
SCHOOL OPERATING		9.00000	2399.31
SCHOOL SUPPLEMNT		3.39160	0.00
ZOO AUTHORITY		0.09650	25.72
SCHOOL OPER FC		9.00000	0.00
ART INSTITUTE		0.19130	50.99
ADMIN FEE		0.00000	0.00

*P.R.E. = Principal Residence Exemption

Property taxes are levied on the Taxable Value. The State Equalized Value is provided on this document for your information only and represents 50% of the market value of your property.

IMPORTANT INFORMATION - SEE REVERSE SIDE.

PARTIAL DESCRIPTION OF PROPERTY

T2N, R10E, SEC 26 SUB OF LOTS 1 TO
184 INCL OF QUARTON LAKE ESTATES
SUB LOT 49

401 RESIDENTIAL IMPROVED

BEGINNING MARCH 2nd, 2021 all unpaid 2020 taxes must be paid to the Oakland County Treasurer's office, 1200 N. Telegraph, Pontiac, MI 48341, with additional penalties. During the month of March, a revised statement from the City Treasurer must accompany your remittance to the County Treasurer.

RETAIN THIS LOWER PORTION FOR YOUR RECORDS.
YOUR CANCELLED CHECK IS YOUR RECEIPT.

SPECIAL ASSESSMENTS			
	TOTAL	PENALTY	TOTAL PAID
	2,888.02		

Checks accepted only as a conditional payment. If not honored by bank, tax is unpaid and subject to unpaid tax penalties.

08-19-26-451-018

If owner or taxpayer mailing address for this property has changed, please contact the City of Birmingham at 248-530-1899 or mail to: 151 Martin Street, P. O. Box 3001, Birmingham, MI 48012-3001.

RETAIN THE LOWER PORTION FOR YOUR RECORDS.
DETACH THIS UPPER PORTION AND RETURN WITH YOUR PAYMENT IN THE ENCLOSED RETURN ENVELOPE.
POSTAGE REQUIRED. PLEASE ALLOW AT LEAST 10 DAYS WHEN MAILING.

WINTER TAXES

The December 2020 tax bill represents taxes to be collected for partial Birmingham Public Schools, 100% O.C. Parks & Rec., H.C.M.A., SMART, Zoo Authority, and Art Authority.

DUE DATE

Payments made in person or by mail must be physically received by the Treasurer on or before February 16, 2021 to avoid penalty.

LATE PAYMENTS

After February 16, 2021 a 3% penalty will be applied to the unpaid tax. Payments by mail will be recorded on the date received, not on the date postmarked.

Beginning March 2, 2021 all unpaid 2020 taxes must be paid to the Oakland County Treasurer's Office, 1200 North Telegraph Road, Pontiac, MI 48321, with additional penalties. During the month of March, a revised statement from the City Treasurer must accompany your remittance to the County Treasurer.

The last day in 2020 to pay property taxes, in person, at the City of Birmingham Treasurer's office is Wednesday, December 30, 2020.

The City is unable to accept partial or installment payments on the December tax bill.

Your cancelled check is your receipt. Checks are accepted only as conditional payment. If not honored by the bank, tax is unpaid and subject to unpaid tax penalties. A \$25 fee will be assessed on all returned checks.

PERSONAL PROPERTY

Personal Property is assessed as of tax day, December 31, 2019. Businesses in existence on tax day are responsible for the full amount of the July 2020 and December 2020 tax bills.

PAYMENT OPTIONS

The following options are available for tax payments. Please see enclosed Payment Option Information Sheet for details.

- Mail
- In Person
- Drop Box
- Online Banking
- Phone - Credit Card:
Convenience Fee of 3%, 1-855-780-5989
- Internet - Credit Card:
Convenience Fee of 3%, Bhamgov.org/paymybill
- Internet - Electronic Check: Bhamgov.org/paymybill

24 HOUR TAX HOTLINE

Property tax information is available on the *Oakland County 24 Hour Tax Hotline* by dialing 248-858-0025 or toll free number, 1-888-600-3773. To access tax information, you will need to enter your 10 digit parcel ID number. There is no charge for this service.

City of Birmingham • Treasury
Phone › 248-530-1890 • Fax › 248-530-1070
www.bhamgov.org

04Dec	↙	bill pay:city of birmingham 08-19- vb4c1hpp - electronic payment sent Bill Pay	-\$2,888.02
-------	---	--	-------------

Date	Amount of this Bill Pay
Friday, December 4, 2020	\$2,888.02

How this will appear on your statement
BILL PAY:CITY OF BIRMINGHAM 08-19- VB4C1HPP

The Combination of 385 and 353 Fairfax

Presented by the Ruby's - David, Marisa, Lennon, Ashton and Jonah



March 2021

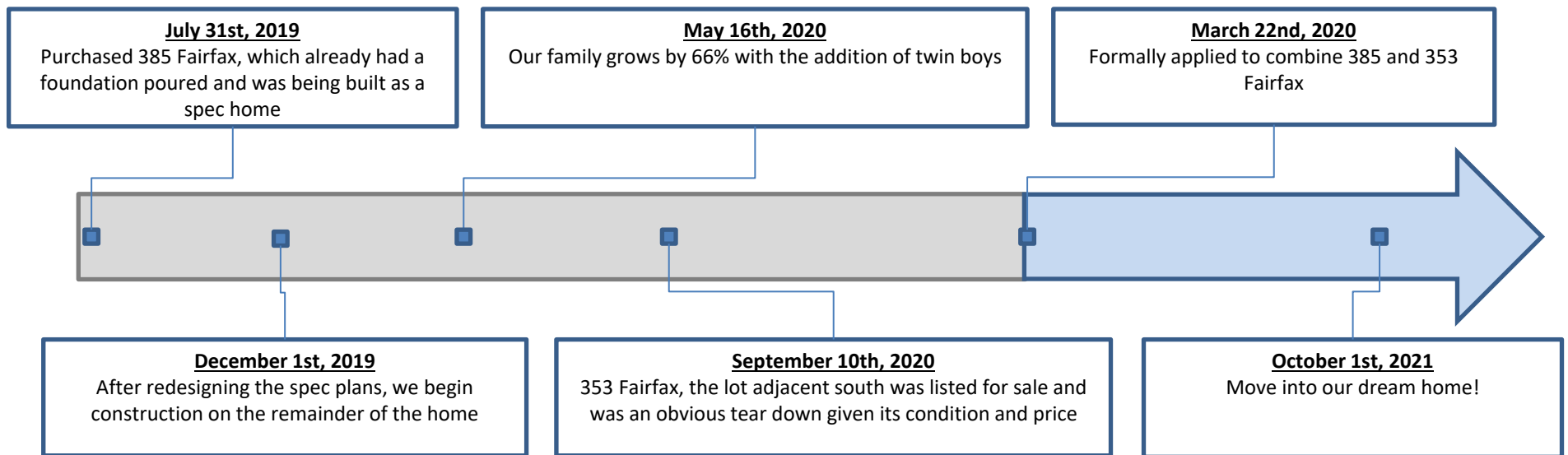
Executive Summary

We are seeking to combine our two lots to allow us to add a small addition to the southern part of our home, as well as accessory structures such as a patio, swimming pool, pool house, fireplace, and sport court.

- This lot combination is beneficial for our family, the neighborhood, and the city of Birmingham. It provides our family the opportunity to build our dream home, it provides the neighbors with beautiful, scenic greenery and relief from additional big foot homes, which they have providing overwhelming support, and it provides the city with additional tax revenue.
- We are constructing a home that is consistent in character and presence of others in our neighborhood.
- The combined lot will give our young children a safer and larger space to play.
- Our combined lot width would match the width of other lots in our neighborhood, specifically, 795 Fairfax, 545 Suffield, 550 Suffield, 710 Suffield and 1234 Suffield.
- We have included an analysis of how our proposal fits within Section 102-83 of the Birmingham city code, the standards for lot combination approvals in Birmingham.
- We have included 41 letters from neighbors supporting our plan, including our adjacent neighbors to the north and the south, 10 neighbors on our block of Fairfax and, and 19 neighbors within 500 feet of our lot.

Timeline

Below is a timeline of relevant events during our construction process. It is important to take into consideration the timing of events when considering our application. Our intention was never to buy two lots, combine and then build. We purchased 385 Fairfax after construction had already started. We were deep into our building process when 353 Fairfax went up for sale.



Analysis of Sec. 102-83

Sec. 102-83. Standards for approval

1. The combination will result in lots or parcels of land consistent with the character of the area where the property is located, [chapter 126](#) of this Code for the zone district in which the property is located, and all applicable master land use plans.
2. All residential lots formed as a result of a combination shall be a maximum width of no more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.
3. All residential lots formed as a result of a combination shall be a maximum area of no more than twice the average lot area of all lots in the same zone district within 300 feet on the same street.

Response

1. *The combination will result in a lot that is consistent with the character of the area. There are numerous lots of similar size within a few blocks as noted in the executive summary. Our existing home conforms to all zoning requirements.*
 2. *Because of two slightly narrower lots within a 300 foot radius our combination would be 1.60 feet wider than the allowable width. This is merely 1.0% less than the allowable width. We are requesting that the commission make an exception because of how close we are to meeting the standard.*
 3. *Our proposed lot area is 660 square foot larger than twice the average lots within a 300 feet radius. This exceeds the city's threshold by just 2.6%. We are requesting that the commission make an exception because of how close we are to meeting the code. The city commission approved the combination of 1680 and 1698 S. Bates in April 2020 notwithstanding that the combined lot is 9.8% more than the city code.*
-

Analysis of Sec. 102-83 (cont'd)

Sec. 102-83. Standards for approval

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

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

6. The combination will not adversely affect the interest of the public or the abutting property owners.

Response

4. *The combination will result in building envelopes on the combined parcels that are consistent with the existing pattern of development. (See page 7). Our proposed building envelope is similar to many others within a 500 feet radius. The home we are proposing to build is consistent with the size of other homes in our neighborhood. In addition, our proposed lot coverage is approximately 20% of the lot, far less than the city code allows (30%). (See page 7). Furthermore, as evidenced of our commitment to keeping our home consistent with the rhythm of our neighborhood we are amenable to adding set back restrictions to limit future development that would not be consistent with the neighborhood.*

 5. *All taxes and assessments have been paid in full.*

 6. *The proposed combination is viewed favorably by our abutting property owners as evidenced by the letters of support from our adjacent neighbors. Furthermore, we have received in letters of support of our plan from 35 neighbors. We believe that our plan elevates the neighborhood by turning a vacant lot into a beautifully landscaped yard that ties into its home. In addition, the proposed change to the southern elevation is substantially more tasteful and architecturally pleasing. And now that 353 is a vacant lot, the southern elevation of our home is exposed for all to see.*
-

Front Elevation

The original southern elevation of 385 Fairfax was designed with the concept that there was a neighbor directly south. With the acquisition of 353 Fairfax as our side yard the home no longer properly flows with how we will use the property. In addition, given the city code, we would not be able to add accessory structures such as a pool or a sport court without a variance. The lot combination solves these issues. We are planning to use approximately 840 square feet (8.75%) of the adjacent lot to build an addition onto our existing home to add flow and continuity to how we will use the property. The addition provides us the ability to build more windows and access to the focal point of our outdoor living space, while maintaining a home that is consistent with the neighborhood. As you can see below, our proposed home does not significantly increase its footprint or create a home that is distasteful or inconsistent with the other homes in the neighborhood. It leaves a substantial space between the structure and the property line to the south. Also, the addition is set back from the existing front façade of the home further minimizing its footprint.



Proposed Front Elevation

Southern Elevation

With the additional lot we would like to create a more presentable southern elevation as it is now plainly visible to the neighborhood. The existing elevation was designed with the thought that there would be a neighbor directly south. Now that 353 Fairfax is a vacant lot the existing elevation looks bare and uneven with the neighborhood. By adding the addition, we can create a beautiful and tasteful appearance to anyone traveling north on Fairfax.



Existing Southside Elevation



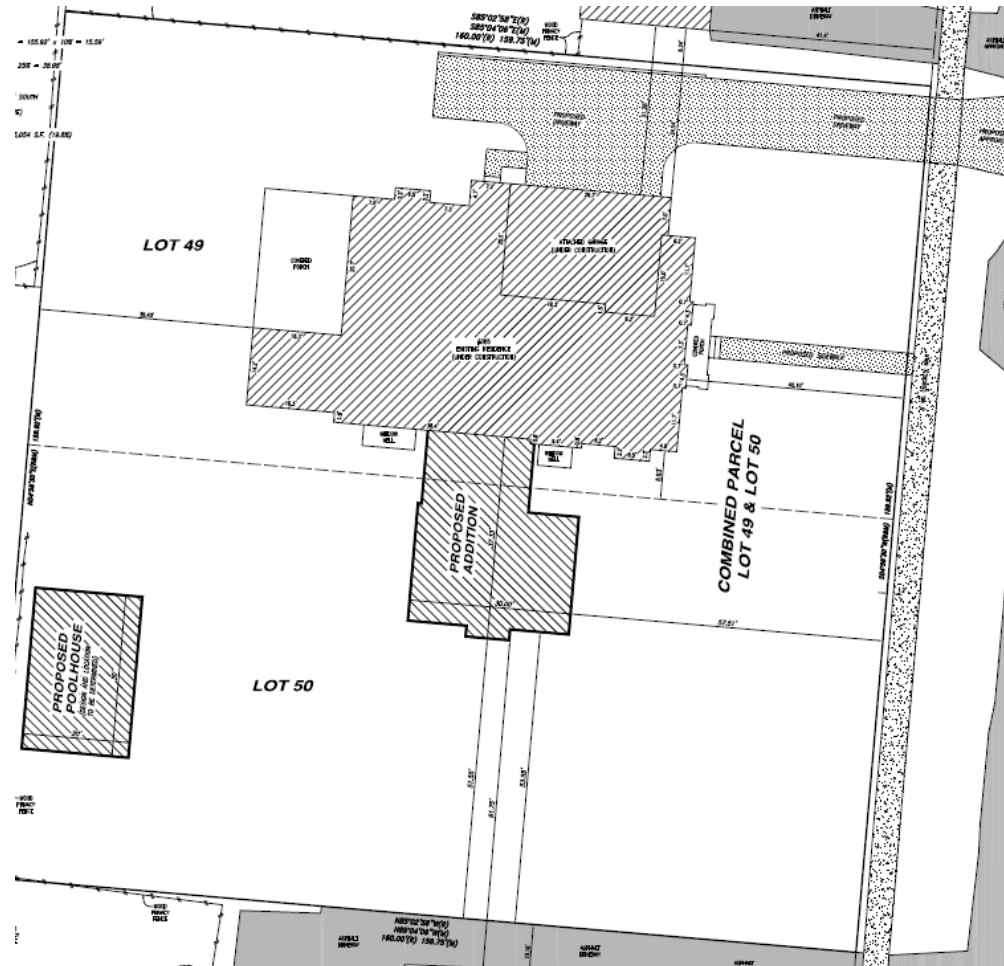
Proposed Southside Elevation

Site Plan

We are using very little of the total lot coverage and maintaining a building envelope that is tasteful and consistent with the neighborhood. Our proposed lot coverage is approximately 19%, which is significantly less than the city limit of 30%.

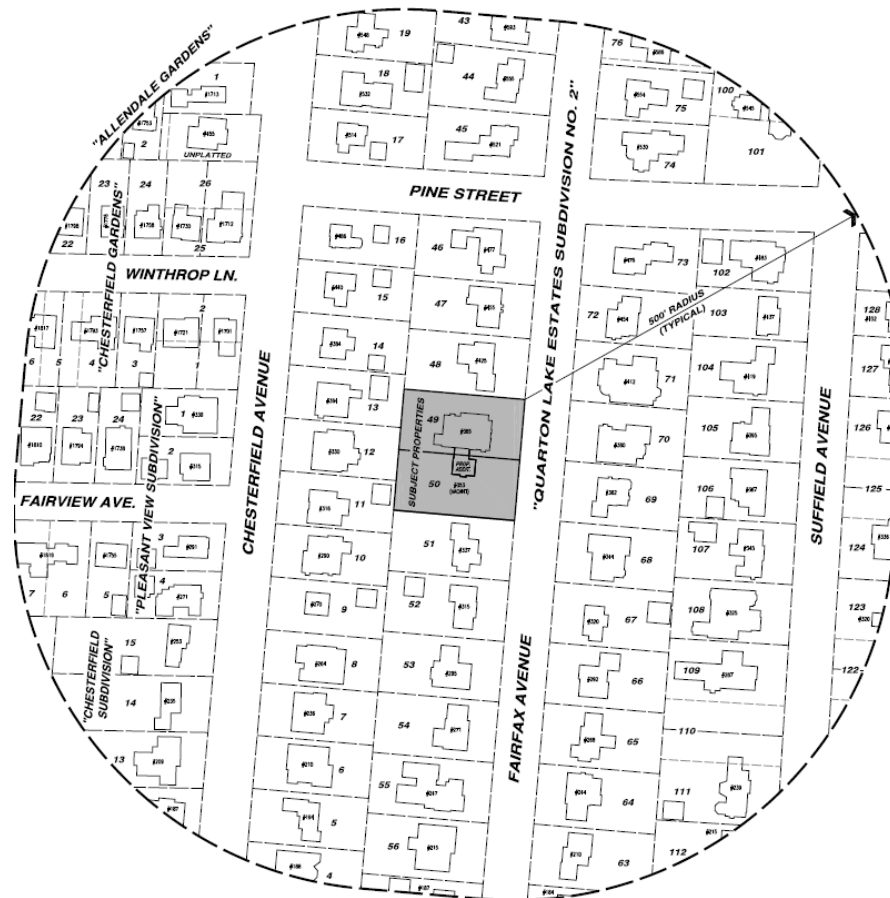
In addition, we would be open to further restricting our setbacks to give the city confidence that we would not continue to add on or build a structure that is not consistent with the rhythm of the neighborhood.

Proposed Site Plan



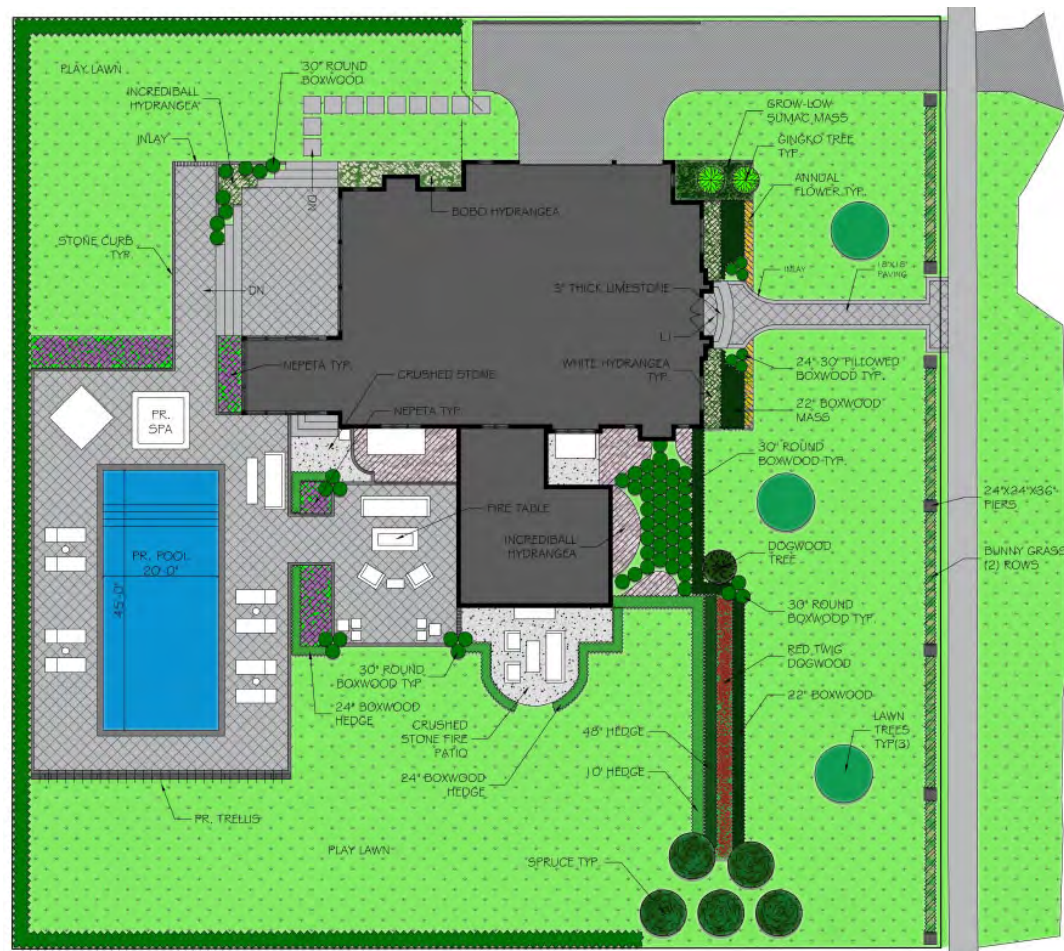
Building Envelope and Lot Coverage

As shown below, the bump out addition only slightly modifies the building envelope and is consistent with many other lots within a 500 feet radius. We are only proposing using approximately 19% of the lot coverage, which is significantly less than the 30% lot coverage city limitation.



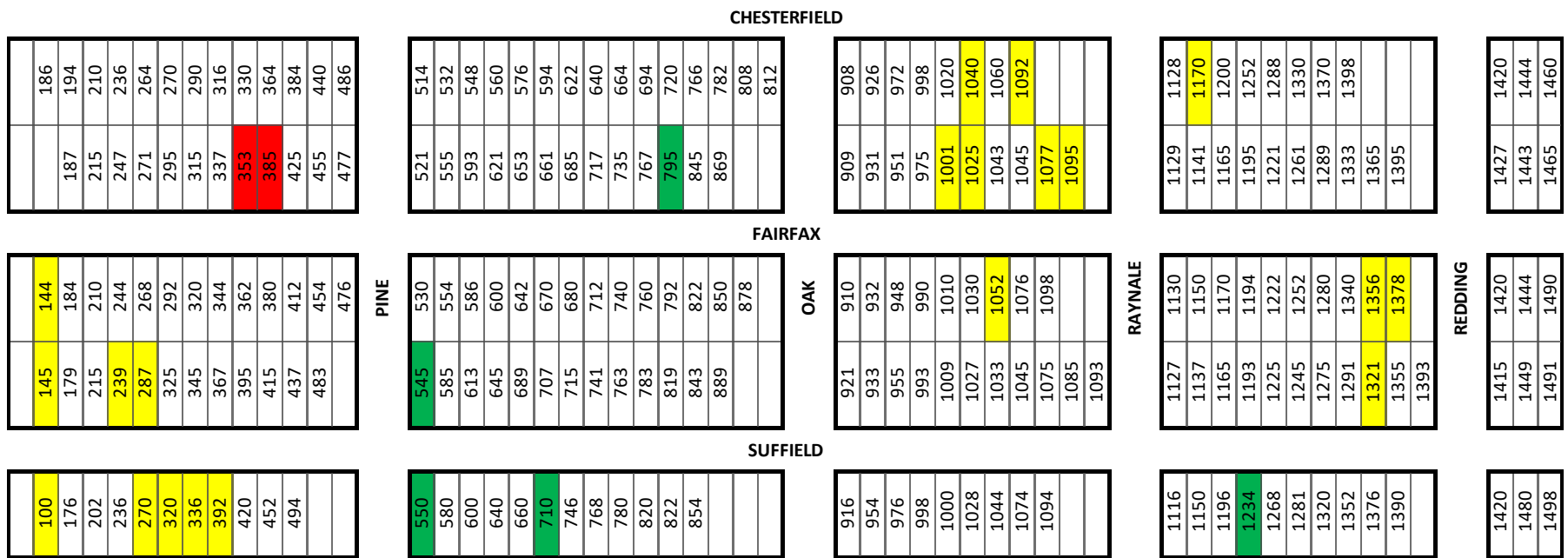
Initial Landscaping Plan

We have engaged the highly respected firm of Mosher & Associates to design our landscaping plan. Matt and I went to Seaholm together and we trust Matt to design a plan that is tasteful and consistent with the rhythm of the neighborhood. Below is an initial draft of what it may look like.



Neighborhood Analysis

Our proposed lot would be the same width as the four lots north of Pine on Fairfax and Suffield highlighted in green below. We have found 25 lots within our street and the two-parallel adjacent streets, Chesterfield and Suffield, that are wider than standard as a result of some sort of lot combination.



- Legend
- Lots wider than 120 feet
 - Lots 160 feet or wider
 - Lots submitted for combination



Nearby Outsized Lots

Below are examples of nearby lots with similar spirit and intent of our proposal



239 Suffield



100 Suffield

Nearby Outsized Lots (Cont'd)



287 Suffield



795 Fairfax

Nearby Outsized Lots (Cont'd)



567 Chesterfield



550 Suffield

Nearby Outsized Lots (Cont'd)



545 Suffield



710 Suffield

Nearby Outsized Lots (Cont'd)



336 Suffield



392 Suffield

Nearby Outsized Lots (Cont'd)



320 Suffield



270 Suffield

Letters of Support

Below is a map of residents in our neighborhood who have provided their signatures in support of our plan. In total we have 40 letters signed including all lots adjacent to our lots. In addition, we have 10 signatures of support from residents on our block and 19 signatures of support from residents within 500 feet of our lots. Some of the quotes in response to our proposal from neighbors directly impacted by our plans include:

- “This is going to really elevate the neighborhood and will be a great place for the kids...” Jesse Henderson, 337 Fairfax (Adjacent neighbor)
- “We have no objection to your proposed construction project as shown in your blueprint, it looks beautiful.” Emily Tait, 412 Fairfax (Across the street)
- “The addition is well done and looks great...” Adam Wise, 555 Fairfax (Five houses north)



Legend
 Lots which have provided signatures of support
 Lots submitted for combination



_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name:

Joni Becker

Address:

144 Fairfax

Birmingham, MI 48009

Signature:

Dennis Becker

Date:

3-17-21

_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name:

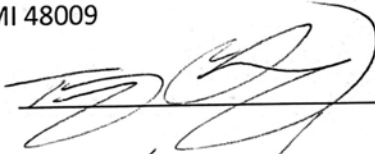
Tim Christy

Address:

187 Fairfax

Birmingham, MI 48009

Signature:



Date:

3/20/21

3/24, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name:

Adam Orley

Address:

Birmingham, MI 48009

210 Chestersfield Ave

Signature:

Adam Orley

Date:

3/24/21

March 16, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name: Deena Bahri, Matt Tindall

Address: 215 Fairfax St
Birmingham, MI 48009

Signature: 

Date: 3/16/2021

3/14, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

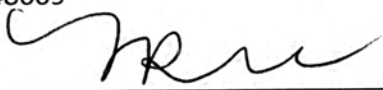
Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name: Patrina Roberts

Address: 271 Fairfax
Birmingham, MI 48009

Signature: 

Date: 3/14/21

3/17/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.


Dear City Commission and Planning Department:

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Thank you,

Name: Jacob Shapiro

Address: 315 Fairfax, Birmingham
Birmingham, MI 48009

Signature: 
8D2746B165E14EF...

Date: 3/17/2021

_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

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Thank you,

Name: Amy Jacobson

Address: 330 Chesterfield
Birmingham, MI 48009

Signature: A. Jacobson

Date: 3/25/21

3/17/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

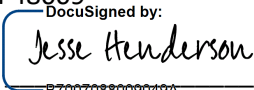
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Thank you,

Name: Jesse Henderson

Address: 337 Fairfax
Birmingham, MI 48009

Signature: 
B7007088009049A...

Date: 3/17/2021

March 17, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.


Dear City Commission and Planning Department:

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Thank you,

Name: Melissa Burt-Ellis ? John Ellis

Address: 380 Fairfax St
Birmingham, MI 48009

Signature: Melissa Burt-Ellis 

Date: 3/17/2021

3/24, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name: Leigh-Ann Szabo

Address: 395 Suffield Ave.
Birmingham, MI 48009

Signature: Leigh-A Szabo

Date: 3/24/21

3/24/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

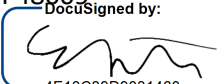
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Thank you,

Name: Emily Tait

Address: 412 Fairfax

Birmingham, MI 48009

Signature: 
DocuSigned by:
4E19C39D9031460...

Date: 3/24/2021

3/20/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

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Thank you,

Name: Andrew McCuiston

Address: 420 Suffield Ave., Birmingham MI 48009

Birmingham, MI 48009

Signature: DocuSigned by:
Andrew McCuiston

F5AECC7D68124FA...

Date: 3/20/2021

March 17, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name:

ROBERT COURRY

Address:

425 FAIRFAX ST
Birmingham, MI 48009

Signature:



Date:

MARCH 17, 2021

_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name: Don Beser

Address: 455 FAIRFAX
Birmingham, MI 48009

Signature: Donald Beser

Date: 3/21/21

Mar 20, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

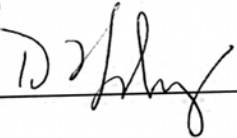
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Thank you,

Name: DAVID LYDY

Address: 521 FAIRFAX ST.
Birmingham, MI 48009

Signature: 

Date: March 20, 2021

_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name: Christine Creighton

Address: 530 Fairfax St
Birmingham, MI 48009

Signature: Christine Creighton

Date: 3/20/21

3/23/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

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Thank you,

Name: David Hall

Address: 545 Suffield Ave
Birmingham, MI 48009

Signature: DocuSigned by:
David Hall
0E22E67A8A994E2...

Date: 3/23/2021

3/16/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

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Thank you,

Name: susie sillman

Address: 550 suffield
Birmingham, MI 48009

Signature: DocuSigned by:
Susie Sillman
A8FEC72880E14FF...

Date: 3/16/2021

3/17/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

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Thank you,

Name: Jay Wachowicz

Address: 554 Fairfax Birmingham, MI 48009

Birmingham, MI 48009

Signature: DocuSigned by:
Jay Wachowicz

88A9B57E10FA496...

Date: 3/17/2021

3/17/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

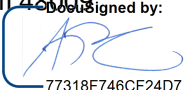
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Thank you,

Name: Adam Wise _____

Address: 555 Fairfax St, Birmingham, MI 48009

Birmingham, MI 48009

Signature:  _____
77318F746CF24D7...

Date: 3/17/2021 _____

3/22/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

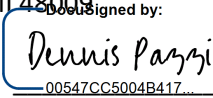
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Thank you,

Name: Dennis Pazzi

Address: 580 Suffield Avenue
Birmingham, MI 48009

Signature: 00547CC5004B417...

Date: 3/22/2021

3/17/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

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Thank you,

Name: Jerry Abbott

Address: 586 Fairfax St
Birmingham, MI 48009

Signature: DocuSigned by:
Jerry Abbott
C448014661DC4C2...

Date: 3/17/2021

3/17/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

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Dear City Commission and Planning Department:

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Thank you,

Name: Jeff weber

Address: 689 Suffield Ave
Birmingham, MI 48009

Signature: DocuSigned by:
Jeff Weber
8EDF0AB9CD8C421...

Date: 3/17/2021

3/23/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

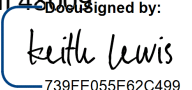
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Thank you,

Name: Keith Lewis

Address: 780 Suffield
Birmingham, MI 48009

Signature: 739FE055E62C499...

Date: 3/23/2021

3/17/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.


Dear City Commission and Planning Department:

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Thank you,

Name: Liz Curnutte

Address: 822 Suffield Ave
Birmingham, MI 48009

Signature: 5A2BEC94CE1C4C6...

Date: 3/17/2021

3/17/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

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Thank you,

Name: Jennifer Jennings

Address: 845 Fairfax
Birmingham, MI 48009

Signature: DocuSigned by:
Jennifer Jennings
FD521A9345D0465...

Date: 3/17/2021

3/25/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name: Jodi Trivax

Address: 909 Fairfax
Birmingham, MI 48009

Signature: DocuSigned by:
Jodi Trivax
C14230E426794DF...

Date: 3/25/2021

3/19/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

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Thank you,

Name: Pete Joelson

Address: 921 Suffield Ave
Birmingham, MI 48009

Signature: DocuSigned by:
Pete Joelson
AD0C4481193649A...

Date: 3/19/2021

3/23/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

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Thank you,

Name: Mark Lewis

Address: mark Lewis
Birmingham, MI 48009

Signature: DocuSigned by:
Mark Lewis
8FDE7FB7597B4B5...

Date: 3/23/2021

3/22/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

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Thank you,

Name: Michael Follis

Address: 1030 fairfax st

Birmingham, MI 48009

Signature: DocuSigned by:
Michael Follis

53681A1C123A468...

Date: 3/22/2021

3/24/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

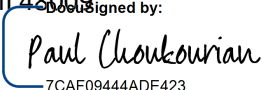
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Thank you,

Name: Paul Choukourian

Address: 1076 Fairfax St.
Birmingham, MI 48009

Signature: 7CAF09444ADE423...

Date: 3/24/2021

3/16/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

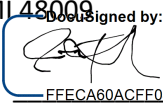
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Thank you,

Name: Jenni Knight _____

Address: 1093 suffield Avenue
Birmingham, MI 48009 _____

Signature:  _____
FFECA60ACFF0496...

Date: 3/16/2021 _____

3/22/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

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Thank you,

Name: Jaime Peykoff

Address: 1130 Fairfax Birmingham, MI 48009
Birmingham, MI 48009

Signature: DocuSigned by:
Jaime Peykoff
AB962A29C32D40D...

Date: 3/22/2021

3/19/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

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Thank you,

Name: Chris McCuiston

Address: 1150 Fairfax St. Birmingham, 48009
Birmingham, MI 48009

Signature: DocuSigned by:
Chris McCuiston
048543D57F444D7...

Date: 3/19/2021

3/17/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

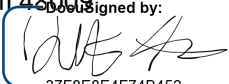
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Thank you,

Name: JEFFREY J SCHOSTAK

Address: 1165 Fairfax
Birmingham, MI 48009

Signature: 37F8E8E4F74B452...

Date: 3/17/2021

3/20/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

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Thank you,

Name: Jodie Kaufman Davis

Address: 1252 Fairfax Street
Birmingham, MI 48009

Signature: DocuSigned by:
Jodie Kaufman Davis
4A32AD1CE484410...

Date: 3/20/2021

3/16/2021, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

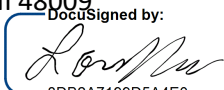
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Thank you,

Name: Laura Drouillard

Address: 1365 Fairfax
Birmingham, MI 48009

Signature: 
8DB2A7199D5A4E0...

Date: 3/16/2021

3/24/2021

_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

Dear City Commission and Planning Department:

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Thank you,

Name: Bree Slavik

Address: 1376 Suffield Avenue
Birmingham, MI 48009

Signature: DocuSigned by:
Bree Slavik
0EC8DB21A012434...

Date: 3/24/2021

3/16/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

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Thank you,

Name: Jordan Bolton

Address: 1378 Fairfax Street
Birmingham, MI 48009

Signature: DocuSigned by:
Jordan Bolton
489A4789AD1A49D...

Date: 3/16/2021

3/16/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

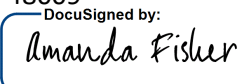
Dear City Commission and Planning Department:

I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name: Amanda Fisher

Address: 1427 Fairfax
Birmingham, MI 48009

Signature: 
57B374123412468...

Date: 3/16/2021

3/24/2021
_____, 2021

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

RE: 385 and 353 Fairfax Ave.

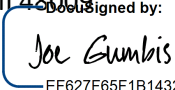
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I support the Ruby's plan to combine their properties at 385 and 353 Fairfax for the purpose of expanding their outdoor space, adding a small bump-out addition, and providing their children a safe place to play. Their proposal for improvements to the yard, including a pool, patio space, a small sports court, and an outdoor fireplace feature is reasonable and should be approved.

Thank you,

Name: Joe Gumbis

Address: 1792 Pine St.
Birmingham, MI 48009

Signature:  EF627F65F1B1432...

Date: 3/24/2021



MEMORANDUM

Planning Department

DATE: April 20th, 2021

TO: Thomas Markus, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Public Hearing for Lot Combination of 34350 Woodward Avenue and 907-911 Haynes Street, Parcel # 19-36-281-022 and Parcel # 19-36-281-030 (Lot Combination Requirement Review Updates in Blue)

INTRODUCTION:

The owner of 34350 Woodward Avenue and 907-911 Haynes Street is seeking approval for a lot combination of two parcels into one in order to accommodate additional parking for the Fred Lavery Porsche Dealership. Auto sales agencies and auto show rooms within the Triangle District's MU-5 and MU-7 Zone require a Special Land Use Permit (SLUP), which the applicant obtained November 8th, 2010 for the 34350 Woodward parcel only. The Triangle Overlay District requires that any expansion to an existing use or building requires that building and/or use to be brought into compliance with the Triangle District standards. The applicant has yet to obtain site plan or SLUP approval for the expansion of a use requiring a SLUP into the 907-911 Haynes Street property.

The proposed lot combination does not yet satisfy the Zoning Ordinance requirements of the Triangle Overlay District, however the 907-911 Haynes Street property is located where the Triangle District Plan recommends Worth Street be extended to connect to Bowers Street. City staff have coordinated with the applicant to attempt to reach an agreement with the applicant for the Worth Street extension since January, 2021. Updates have been provided to City Commission throughout the process where feedback on the proposed agreement has been requested.

After further communication with the applicant and input from the City Commission, City staff continue to have issues with the applicant's proposed agreement and the fact that the applicant has yet to obtain Final Site Plan and SLUP approval for expanding their auto sales and showroom use. For these reasons, staff does not recommend approval of the proposed lot combination or the LMDP Property Development Agreement at this time.

City staff recommends that the applicant first go to the Planning Board and then to the City Commission for Final Site Plan and SLUP review to ensure all requirements of the Zoning Ordinance have been met prior to approving the lot combination. This process may require a Community Impact Study and any necessary variances from

the Board of Zoning Appeals as well. Staff also recommends that the proposal for the Worth Street extension be reviewed in conjunction with the Final Site Plan and SLUP review at the Planning Board and City Commission prior to lot combination approval. The Walgreens agreement in 2012 was done in conjunction with the Final Site Plan and SLUP review process, therefore staff recommends that the same process and similar agreement conditions be applied for the subject applicant.

BACKGROUND:

The applicant has indicated an interest to pursue a lot combination before obtaining Final Site Plan and SLUP approval so they can demonstrate to Porsche management that the City of Birmingham has an interest in keeping the business in town. The applicant has discussed how the Porsche franchise has building design standards that the business must keep which may not align with the requirements of the Zoning Ordinance. Examples of these structure designs provided by the applicant are included in the packet. The applicant has also stated that they will have difficulty developing the properties as a five to nine story building which they are zoned for until the City develops a parking structure as the Triangle Plan calls for. The applicant would like to utilize their property as an auto sales use until the City develops a parking structure. During this discussion, the Commission requested that staff provide examples of buildings that have been approved or developed in the Triangle District without a public parking structure. Those properties include the following which are zoned either MU-3 or MU-5:

111 S. Elm Street – All Seasons (4 stories)
219 S. Elm Street – (5 stories)
735 Forest (5 stories)
750 Forest (3 stories)
770 S. Adams (6 stories)

The City has reviewed a proposed agreement from the applicant and heard reasons why they wish to pursue a lot combination prior to obtaining site plan and SLUP approval. However, lot combinations have criteria for approval, and it is difficult to determine whether or not the applicant meets the criteria given the lack of a formal site plan for an expanding use required to conform to the Zoning Ordinance.

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

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

In regards to character of the area, the property is located within the City's Triangle District. The area is surrounded by a variety of uses and buildings ranging from one story to five stories in height which are mostly surrounded by surface parking.

In regards to zoning, 34350 Woodward is zoned MU-7 in the Triangle Overlay District while 907-911 Haynes Street is zoned MU-5. Both parcels are zoned B-2 in the underlying Zoning District. As previously mentioned, auto sales and auto showrooms are permitted with approval of a Special Land Use Permit in the MU-5 and MU-7 Zones. The subject

property's SLUP application in 2010 was for one parcel only at 34350 Woodward and expanding the auto sales and auto showroom use requires a SLUP amendment. **The applicant appeared before the Planning Board on January 22nd, 2020 for a SLUP amendment to expand the auto showroom use, but withdrew their application during the meeting. Therefore, the applicant has yet to obtain SLUP approval to expand the use of the auto show room and auto sales.**

Article 3, Section 3.06(A)(3) of the Zoning Ordinance states that *"Any expansion to an existing use or building that requires site plan approval from the Planning Board shall be subject to the requirements of the Triangle Overlay District and shall be brought into compliance with the requirements of the Triangle Overlay District."* **A conceptual site plan has been submitted to the City, however it has not been properly vetted by the Planning Board and City Commission to ensure that all standards of the Zoning Ordinance have been met.**

Staff cannot determine the extent to which the lot combination satisfies the Zoning Ordinance until the applicant completes a formal site plan and SLUP review process with the Planning Board and City Commission. The Worth Street extension proposal could then be properly vetted throughout this process. Staff does not recommend basing a decision on a conceptual proposal.

In regards to applicable Master Plans, the Triangle District Plan recommends infill development and redevelopment while advocating for an increase in building density to replace the large surface parking areas that currently exist. **The applicant's lot combination is proposed for the purpose of expanding surface parking which does not align with the recommendations of the Triangle District Plan.** However, as previously mentioned, the Triangle District Plan also recommends extending Worth Street to Bowers Street through the subject property at 907-911 Haynes Street. **The applicant has created a dilemma where the City must consider the cost of expanding surface parking which the Triangle District Plan intended to reduce, versus the benefit of gaining the Worth Street extension which is recommended in the Triangle District Plan. The intent of the Final Site Plan and SLUP review process is to allow for in-depth consideration, discussion, and public comment for situations such as this. Given the differences between the initial site plan submitted and the conceptual site plan for discussion, the Planning Division cannot make a determination as to whether or not the lot combination application satisfies the recommendations of the Triangle District Plan.**

Accordingly, the lot combination proposal does not meet the requirements of #1.

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

The proposed combination is commercial, not residential, therefore this requirement is not applicable.

- (3) *All residential lots formed as a result of a combination shall be a maximum area of no more*

than twice the average lot area of all lots in the same zone district within 300 feet on the same street.

The proposed combination is commercial, not residential, therefore this requirement is not applicable.

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

The Triangle District has a variety of buildings types ranging in height and size, many of which are surrounded by large surface parking lots. **Given the existing conditions of the lower Triangle District, the proposed lot combination and building envelope appear to meet this requirement.**

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

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

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

a.) The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.

City staff cannot make this determination without a formal site plan and SLUP review. The applicant recently submitted a conceptual floor plan with a building that is larger than 20,000 square feet and would therefore require a Community Impact Study (CIS). Issues regarding vehicular ingress and egress could be discussed during a CIS review if necessary. Issues related to the potential Worth Street extension location could also be addressed during this review. At this time, staff does not have adequate information to make this determination.

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

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

c.) The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the

capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.

Staff cannot make this determination without a formal site plan and SLUP review. Issues related to the impact of the development on adjacent properties could be addressed during formal review with the Planning Board and City Commission. A formal review has yet to occur.

Accordingly, the lot combination proposal does not meet the requirements of #6.

LEGAL REVIEW:

The City Attorney has reviewed the lot combination application, as well as the proposed agreement and has raised a number of issues.

FISCAL IMPACT:

The proposed agreement from the applicant for the lot combination indicates that the City will incur a number of costs related to road construction and infrastructure if it chooses to pursue the Worth Street extension.

PUBLIC COMMUNICATIONS:

Prior to the lot combination application being considered by the City Commission, the City Clerk's office sent out notices to all property owners and tenants within 300 feet of both 34350 Woodward Avenue and 907-911 Haynes Street seeking public comment on the proposal.

SUMMARY:

The Planning Division finds that the proposed lot combination for the purpose of demolishing a building to expand the surface parking area for Porsche does not appear to be consistent with the Zoning Ordinance, nor the applicable Master Plan for the Triangle District at this time. The applicant has also proposed a development agreement for the Worth Street extension in exchange for a lot combination approval. **The Planning Division does not recommend approval of the lot combination and/or the Worth Street extension agreement until the applicant goes through Final Site Plan and SLUP review with the Planning Board and City Commission to ensure that all requirements of the Zoning Ordinance have been met.** The Planning Division recommends that the Worth Street extension agreement be reviewed in conjunction with the Final Site Plan and SLUP review process as well. This would ensure that the same review process is held for the subject applicant in which the City reached an agreement with Walgreens in 2012 for the goals of the Triangle District Plan.

ATTACHMENTS:

Conceptual site plan

Porsche franchise example

April 7th status update memo

Conceptual site plan review staff memo

LMDP Property Development Agreement Draft – updated for April 12th meeting

Lot combination memo on initial site plan and draft agreement from January 2021 and all related attachments

SUGGESTED ACTION:

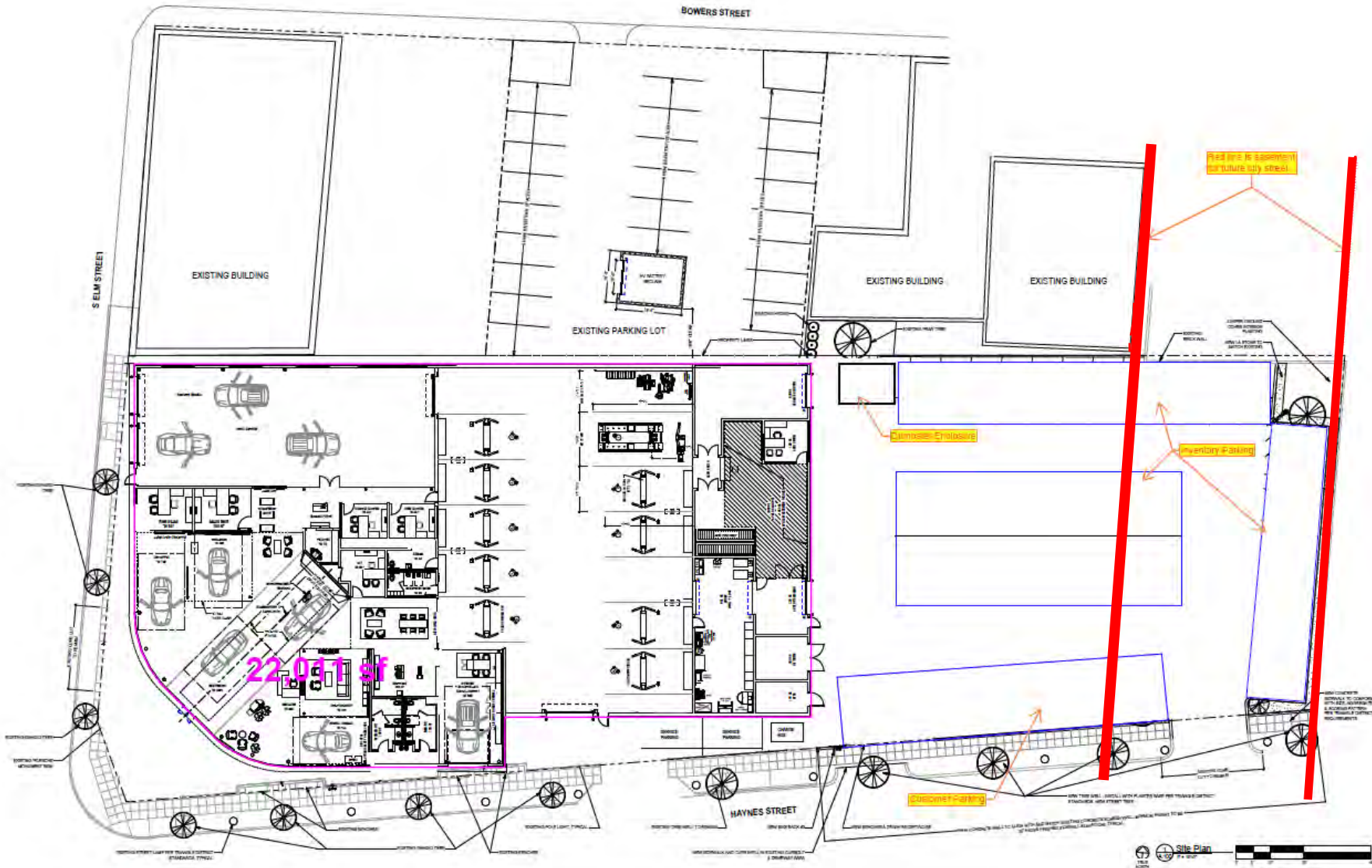
To postpone the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel # 19-36-281-022 and parcel #19-36-281-030 and direct the applicant to first obtain Final Site Plan and SLUP approval for expanding the use of an auto sales and auto showroom use in the MU-5 and MU-7 zones.

OR

To deny the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel # 19-36-281-022 and parcel #19-36-281-030, as the resulting parcel would not be consistent with the requirements for the MU-5 and MU-7 Zones, nor consistent with the recommendations in the Triangle District Plan.

OR

To approve the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel # 19-36-281-022 and parcel #19-36-281-030 and the proposed LMDP Property Development Agreement



	Fred Lavery	Fred Lavery Porsche Birmingham, MI	Site Plan	Project No. 20114	A.100
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Basic Exterior Design Components

Inspired by Porsche's vehicle design, the sleek and dynamic exterior creates a strong presence and powerful appearance at the entrance. The opaque facade seems to float above the glass curtain beneath and implies speed through its horizontally aligned and proportioned panels.

Entrance Portal

The entrance portal is a signature element with an open and inviting shape. The lamellas create a dynamic impression as they fan out and remind visitors of the upward folded rear of Porsche's vehicles. They welcome the visitors to a generous view of the Racing Line.

Red LED Stripes

The red LED stripes, derived from the Porsche vehicles, make the lamellas appear even more dynamic. They accentuate the entrance area and draw the visitors in.

Facade Panels

The landscape format of the facade panels, with a proportion of 1/3 height to width, evokes a sense of linearity and acceleration. The panel stripes accompany visitors on their way towards the building and guide them towards the entrance.

Exterior Signage

Along with the unique facade, the exterior signage creates exceptional recognition value. Guided by the Porsche flags which can be seen and recognised from a distance, and by the Porsche Pylon which is also clearly visible from the main road, visitors can easily find their way to the entrance. The entrance is highlighted by the vertical entrance pylon that is integrated in the facade.

Showroom Glazing

The facade of the ground floor is designed as a transparent glass curtain which allows and welcomes views into the world of the Porsche Centre. It also ensures a generous presentation area for eye-catching window displays.

Racing Line

The Racing Line as a focal and signature interior design element is visible from the outside and entices the visitors to enter and explore.



For more information about the facade, see Design Manual – Facade Planning & Construction.



LED wall

Straight panels can optionally be perforated and equipped with integrated LEDs. This is where upcoming special deals and events could be presented.



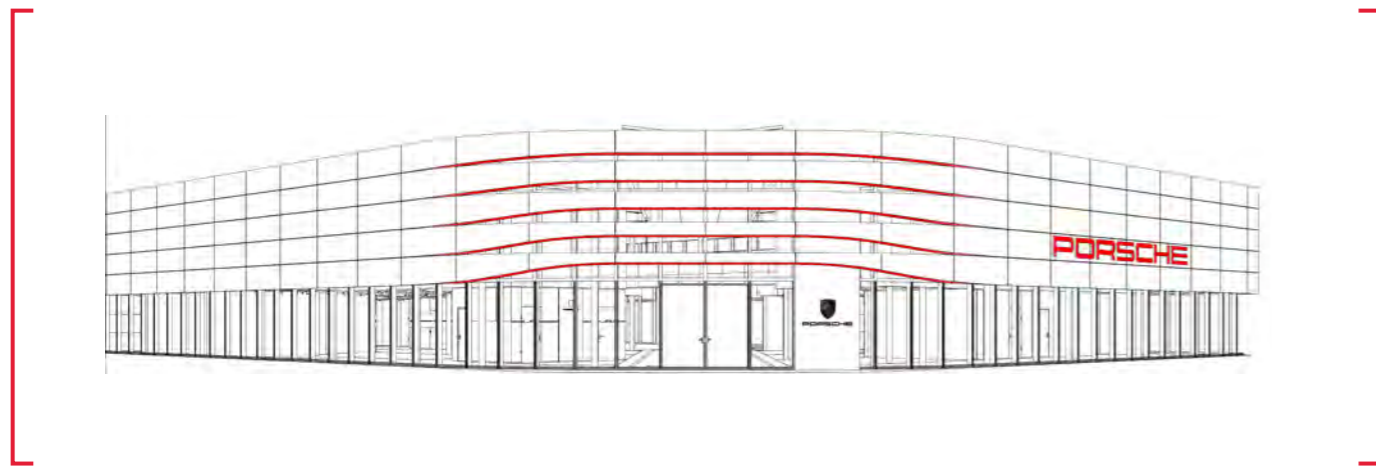
The Glimpse

This add-on element increases the dynamism and vibrancy of the facade by bending the flat panels. The resulting reveal becomes a showcase for a Porsche vehicle on the upper level. It can be integrated into the Werk 1 Lounge or upper floor showroom. The Glimpse is an eye-catching, slipstream-like feature that creates a unique vehicle presentation platform.



General Building Layout

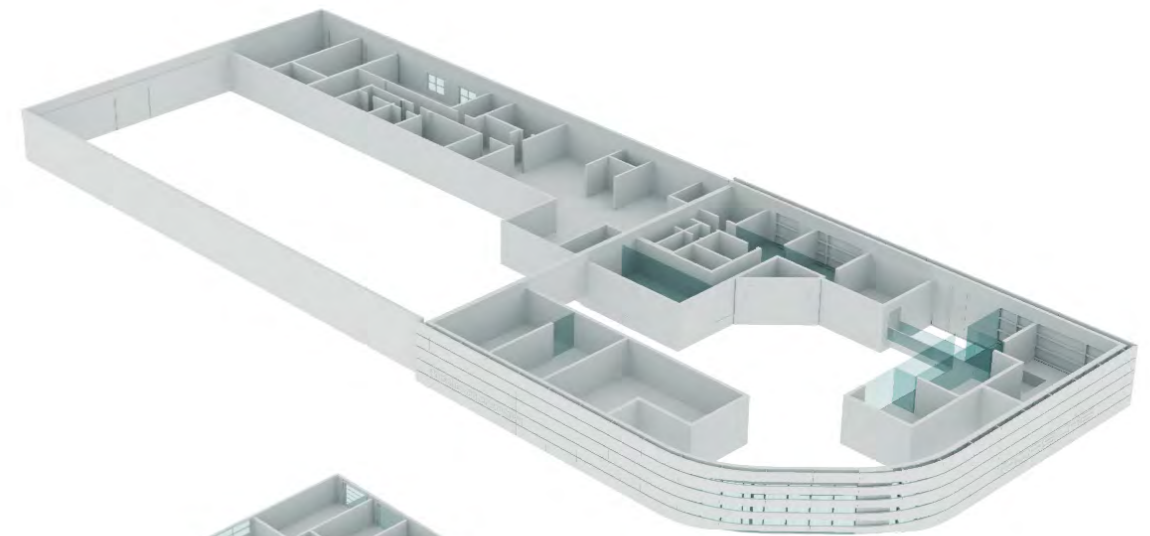
To create a spacious Porsche brand experience on the ground floor, the upper floor is fully utilised. The upper floor layout corresponds with the Racing Line, modules, and side streets on the ground floor. The aluminum facade creates the iconic, orthogonal nature of the Porsche Centre, while appearing to be floating on glass.



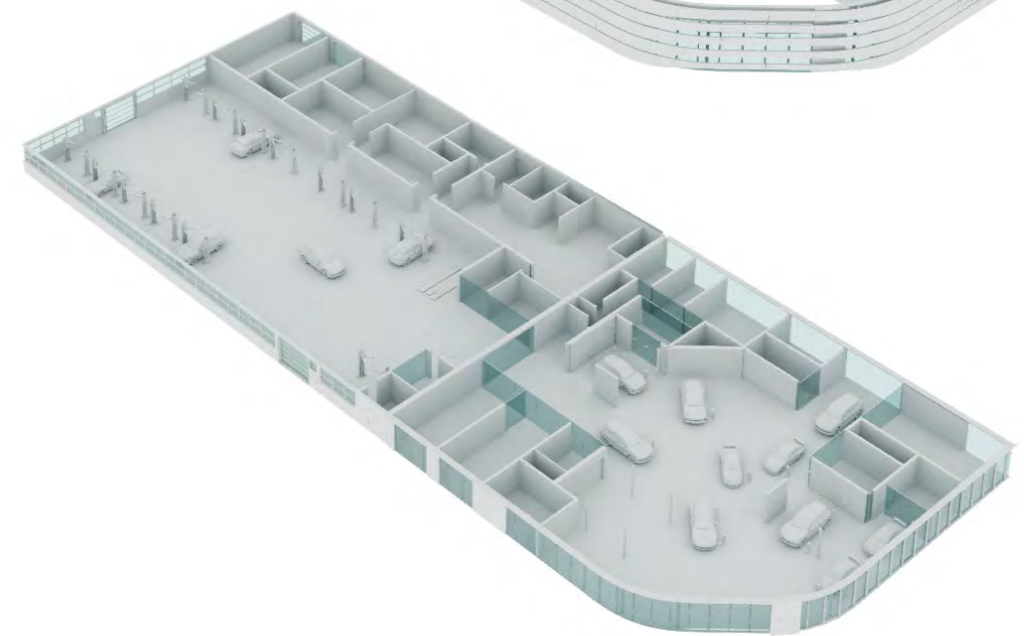
Roof



Upper Floor



Ground Floor



Vehicle Exhibits [1.2.1]

The Racing Line, resembling both a main street and a race track, and its side streets provide enough space to display one of each of the current model series. It connects all products and modules within the showroom. Like within a city, visitors gain more exciting insights into the Porsche world at every turn. While side streets showcase additional cars, module blocks invite visitors to experience theme-specific exhibitions that are created around the particular car or its campaign.

Skylight

Skylight is mandatory for all new facilities, recommended width is 2/3 of the Racing Line. For refurbishments, no new central skylight required but existing elements should be considered in new layout of the facility, ideally a combination with Racing Line below should be planned.

New facilities

Skylight above Racing Line is mandatory for all new facilities. Recommended width at least 2/3 of Racing Line.



Refurbishments

No new central skylight required. Existing skylights should be considered in new layout of the facility, ideally a combination with Racing Line below should be planned.



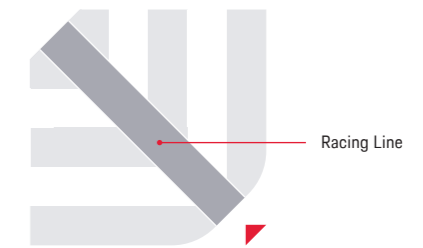
Light ceiling below skylight

Optional for all facilities with skylights in ceiling. For multi-story new facilities without skylights, light ceiling is mandatory. For refurbishment facilities without skylights, element is recommended to emphasise light level above Racing Line.



Racing Line

Floor markings and digital price tags as part of the Racing Line underline the product presentation. The end of the Racing Line is highlighted with an integrated screen.



Facade Materials and Outdoor Area

The Porsche experience begins before the visitor enters the showroom. In the outdoor area, visitors encounter solar carports and charging stations for e-vehicles, which are visible characteristics of E-Performance. The silver lamella facade with its red Porsche logotype seems to rise from the glass showroom below. This is highly distinctive and attracts attention.

E
08 **Workshop Facade**

E
11 **Gates, Doors**

Solar Carport (AC)

E
01.1 **Parking Spots**

Charging Stations (DC)

E
01 **Driveway**

Canopy
E
05

Showroom Facade
E
04

Roof Greening

Pre-Owned Car Presentation
E
02



E
12 **Showroom glass**

Pylon



MEMORANDUM

DATE: April 7th, 2021

TO: Thomas Markus, City Manager

FROM: Brooks Cowan, City Planner
Jana L. Ecker, Planning Director

SUBJECT: Status Update: 34350 Woodward and 907 – 911 Haynes Street
Lot Combination Application

City staff has continued to work with the applicant regarding the proposed lot combination application and the Triangle District Plan's Worth Street extension recommendation. Staff has met with the applicant to discuss terms of a proposed agreement for the Worth Street extension, what the lot combination and SLUP review process may look like, and to provide feedback on an updated conceptual site plan submitted by the applicant. The Planning Division completed an informal review of the conceptual site plan submitted by the applicant which proposes a 22,011 square foot auto sales and showroom. The review summarized the number of variances the conceptual plan would require and noted the requirement for a Community Impact Study. The informal review was provided to the applicant and is attached along with the conceptual site plan for review by the City Commission. Please find the attached draft agreement submitted by the applicant as well.



MEMORANDUM

DATE: March 30, 2021

TO: Tom Markus, City Manager
Mary Kucharek, City Attorney

FROM: Brooks Cowan, City Planner
Jana L. Ecker, Planning Director

SUBJECT: 34350 Woodward and 907 – 911 Haynes Street
Conceptual Planning Review of Development Proposal

City Planning staff has completed a conceptual review of the attached development proposal for 34350 Woodward and 907 – 911 Haynes as discussed at our meeting with the property owner and his attorney. The development proposal includes a 22,011 square foot one story building to be used for auto sales/showroom and automotive service and repair. Planning staff was asked to identify the potential variances that may be required from the Board of Zoning Appeals for this proposal. Based on the conceptual drawing, the following variances required from the provisions of the Zoning Ordinance are as follows:

1. Building height is less than 3 stories (Section 3.08(C&D))
2. Building exceeds maximum 5ft setback from lot line (Section 3.08(C&D))
3. Building is not within 5ft of lot line for 75% of street frontage (Section 3.08(C&D))
4. Surface parking frontage exceeds 60 feet of total street frontage (Section 3.08(G)(1)(a))
5. Corner Building must be located at corner of lot (Section 3.08(G)(1)(b))
6. Parking must be setback 20 feet of building frontage (Section 3.08(G)(4))
7. Driveway shall be located to provide safe separation from street intersection and aligned with opposite side of street (Section 3.08(G)(8))
8. Building requires a pedestrian entrance every 50 feet (Section 3.09(A)(3))
9. Garage door may not be permitted on a front façade (Section 3.09(A)(4))
10. Entranceway must be inset 3ft (Section 3.09(B)(2))
11. Corner buildings must possess architectural design that details the prominent location (garage doors do not qualify) (Section 3.09(F))
12. Required customer and employee parking is 1/300 SF for sales floor area + 1 space per service stall (Section 4.46(Table A: Parking Requirements))

It should also be noted that as the proposed new building is greater than 20,000 SF, the applicant will be required to have a Community Impact Study approved by the Planning Board in conjunction with the Preliminary Site Plan review process. Final Site Plan and Design and SLUP approval will also be required from the Planning Board and the City Commission.

LMDP PROPERTY DEVELOPMENT AGREEMENT

THIS LMDP PROPERTY DEVELOPMENT AGREEMENT (this "Agreement"), dated as of this ____ day of _____, 2021 (the "Effective Date"), is made by and between **Lavery Michigan Dealership Properties No. 1, LLC, a Michigan limited liability company** ("LMDP"), whose address is 440 Lake Park Drive, Birmingham, Michigan 48009, and the **City of Birmingham, a Michigan municipal corporation** (the "City"), whose address is 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001.

RECITALS

A. LMDP owns certain real property situated in the City of Birmingham, Oakland County, Michigan, being more particularly described on attached **Exhibit A** and identified as the "Woodward Parcel" and the "Haynes Parcel."

B. The Woodward Parcel is situated to the west of and adjacent to the Haynes Parcel, is bounded by South Elm Street on the west and by Haynes Street on the south, and is zoned B2 with MU-7 Triangle District Overlay. The Haynes Parcel is bounded by the Woodward Parcel on the west and by Haynes Street on the south, and is zoned B2 with MU-5 Triangle District Overlay.

C. Automotive show rooms and sales agencies are permitted uses under the current zoning of both the Woodward Parcel and the Haynes Parcel pursuant to a Special Land Use Permit.

D. In 2010, LMDP received a Special Land Use Permit ("2010 SLUP") to operate a Porsche automotive dealership on the Woodward Parcel.

E. The City approved an amendment to the 2010 SLUP to allow for the temporary use of the Haynes Parcel as an office for the Lavery Audi sales and management team during the completion of renovations at the Lavery Audi automotive dealership located at 34602 Woodward

Avenue, Birmingham, Michigan 48009 (the "Temporary SLUP Amendment," and together with the 2010 SLUP, the "SLUP").

F. LMDP desires to amend the site plan of the Woodward Parcel in combination with the Haynes Parcel to demolish the currently-existing building on the Haynes Parcel and to accommodate changes in Porsche's dealership requirements that will impact both the Woodward Parcel and the Haynes Parcel (the "Amended Site Plan").

G. The City desires to obtain part of the Haynes Parcel in order to extend Worth St. in accordance with its Master Plan.

H. In advance of formal submittal to the City for approval of the Amended Site Plan, LMDP has applied to the City to combine the Woodward Parcel and the Haynes Parcel (the "Parcel Combination").

I. In the event that the Parcel Combination is approved, LMDP intends to proceed with formal submittal to the City for approval of the Amended Site Plan for related approval of a further amendment to the SLUP to incorporate the Haynes Parcel.

J. LMDP and the City mutually agree that the approval of the Parcel Combination, the Amended Site Plan (including any necessary variances) and the further amendment to the SLUP are necessary in order to implement LMDP's proposed plans, and while the City cannot commit to such approvals outside of the formal procedures prescribed therefor, LMDP and the City desire to enter into this Agreement for the purpose of evidencing certain agreements and understandings between the parties should formal approval of the Parcel Combination, the Amended Site Plan and the further amendment to the SLUP be issued by the City.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LMDP and the City hereby agree as follows:

**ARTICLE I
INCORPORATION OF RECITALS; CONTINGENT AGREEMENT**

1. **Incorporation of Recitals.** The Recitals to this Agreement are fully incorporated in this Agreement by this reference thereto with the same force and effect as though restated in this Agreement.

2. **Contingent Agreement.** This Agreement, and the obligations of LMDP and the City hereunder, are fully contingent upon the following sequential events: (i) approval by the City Commission of the Parcel Combination; (ii) review and approval by the Planning Board of the preliminary Amended Site Plan; (iii) review and acceptance by the Planning Board of LMDP's community impact study; (iv) resolution of the potential variances identified by Planning Director Janna Ecker and City Planner Brooks Cowan in their March 30, 2021 memorandum to City Manager, Tom Markus or as otherwise may be required; (v) final approval by the City Commission of the Amended Site Plan and the further amendment to the SLUP; and (vi) issuance of a building permit and to the extent required a certificate of occupancy by the City (collectively, the "Contingencies") This Agreement shall automatically terminate and shall be of no further force or effect if the Contingencies have not been satisfied within six (6) months after the Effective Date. The City agrees to be supportive of and cooperative with LMDP in causing the Contingencies to be timely satisfied in a mutually-agreeable manner in accordance with all applicable laws and ordinances and with the intent to comply as reasonably as practicable with the visions of the Master Plan for the Triangle District.

ARTICLE II
CONVEYANCE OF PROPERTY FROM LMDP TO THE CITY

1. **Conveyance from LMDP.** Once the Contingencies have been satisfied, LMDP shall convey by covenant deed to the City that certain parcel of real property, which shall be more particularly described by surveyed legal description at or prior to the time of conveyance, but which shall generally consist of the easterly sixty (60) feet of the Haynes Parcel (the "LMDP Conveyance Parcel"), for the future use by the City in implementing the Triangle Plan relative to the northerly extension of South Worth Street from Haynes Street to Bowers Street (the "South Worth Street Extension"). LMDP and the City shall cooperate with each other as necessary to effect any parcel division that may be required to allow for the conveyance of the LMDP Conveyance Parcel to the City as a separate and distinct parcel.

2. **Reservation of LMDP Easement.** The covenant deed from LMDP to the City shall contain language reserving an exclusive, limited easement (the "LMDP Easement") in favor of LMDP and its successors and assigns, including successors-in-title to all or any portion of the combined Woodward Parcel and Haynes Parcel, over the surface of the LMDP Conveyance Parcel for purposes of providing parking for the combined Woodward Parcel and Haynes Parcel until such time that the South Worth Street Extension occurs. In the alternative to a reservation in the covenant deed, LMDP and the City may enter into a separately-recorded easement agreement to establish the LMDP Easement.

3. **Term of LMDP Easement.** The LMDP Easement shall run with the land and shall benefit LMDP and its successors and assigns until such time as the City determines, in its sole discretion, that the LMDP Conveyance Parcel is needed for future use by the City in connection with the South Worth Street Extension. The City shall give nine (9) months notice of the termination of the LMDP Easement, which notice shall be recorded with the Oakland County

Register of Deeds, and the LMDP Easement shall automatically terminate and shall be of no further force or effect on the date that is nine (9) months from the date of such recording.

4. **Taxes, Maintenance and Repair of LMDP Conveyance Parcel.** LMDP shall be responsible for any and all taxes, maintenance and repair of the surface of any improvements now or hereafter existing within the LMDP Conveyance Parcel until such time as the LMDP Easement is terminated by the City. Until such time as the LMDP Easement is terminated by the City, the City shall have no obligation to maintain and repair the surface of any improvements now or hereafter existing within the LMDP Conveyance Parcel or to contribute to the cost thereof, and such improvements shall be maintained by LMDP as required by all federal, state, local laws and policies of the City.

5. **Insurance and Indemnification.** Until such time as the LMDP Easement is terminated by the City, LMDP shall, at its sole expense, obtain insurance as required herein. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City.

A. **Commercial General Liability Insurance:** Until such time as the LMDP Easement is terminated by the City, LMDP shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; and (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

B. **Additional Insured:** The Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, without regard to any other available coverage by primary, contributing or excess.

- C. Cancellation Notice: The Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days' Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Director, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001."
- D. Proof of Insurance Coverage: LMDP shall provide the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
- 1) Two (2) copies of a Certificate of Insurance for Commercial General Liability Insurance;
 - 2) If so requested, Certified Copies of all policies mentioned above will be furnished.
- E. Coverage Expiration: If any of the above coverages expire prior to such time as the LMDP Easement is terminated by the City, LMDP shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- F. Maintaining Insurance: Upon failure of LMDP to obtain or maintain such insurance coverage until such time as the LMDP Easement is terminated by the City, the City may, at its option, purchase such coverage and invoice LMDP for the cost of obtaining such coverage. 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.

Further, indemnification shall be provided as follows:

To the fullest extent permitted by law, LMDP 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 and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and 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 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.

6. **Responsibilities of the City.** At such time as the LMDP Easement is terminated, the City shall provide assurances to LMDP or its successors in interest that:

a) Nonconformance. In the event that City uses the LMDP Conveyance Parcel in connection with development of the South Worth Street Extension and as a result of the City's use of said easement, creates a nonconformance of the combined Woodward Parcel and Haynes Parcel (and not created by LMDP), then the City shall not claim noncompliance by LMDP to the then-existing City codes or ordinances, including, but not limited to, the City's Zoning Ordinance.

b) Restore Property. The City, in performing any work with respect to the use of the LMDP Conveyance Parcel by the City in connection with the South Worth Street Extension, agrees that it shall be responsible to restore the combined Woodward Parcel and Haynes Parcel in like manner to the then-existing conditions, with the exception of restoring the lost striped surface parking spaces in the parking lot.

c) Parking Loss. The City understands and agrees that implementing the South Worth Street Extension will result in the loss of parking to LMDP. Any diminishment of the total number of parking spots from that total number shall be made up by the City. This parking loss is currently estimated at 24 parking spaces. The City shall make up for any loss of parking through such agreeable means as: on street permit parking, or providing permit parking in any available deck which may hereafter be constructed. The total current parking on the Woodward Parcel and the Haynes Parcel is 64 parking spaces. Any loss of

parking made up for by the City pursuant to this provision must be located within the southern portion of the Triangle District.

ARTICLE III MISCELLANEOUS

1. **Arbitration.** 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 take place in Oakland County, Michigan, and 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. 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.

2. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of LMDP and the City and their respective successors and assigns.

3. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by registered or certified U.S. Mail or by Federal Express or other nationally recognized overnight delivery service to the party entitled to receive the same at the address as stated hereafter or such alternative address as may be furnished by either party to the other in the future. Copies of such notices shall be addressed as follows:

If to the City:

City of Birmingham
151 Martin Street, P.O. Box 3001
Birmingham, Michigan 48012-3001
Attention: Tom Markus, City Manager

AND

Beier Howlett, P.C.
3001 West Big Beaver Road, Suite 200
Troy, Michigan 48084
Attention: Mary Kucharek

If to LMDP:

Lavery Michigan Dealership Properties No. 1, LLC
440 Lake Park Drive
Birmingham, Michigan 48009
Attention: Frederick A. Lavery, Jr.

AND

Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226
Attention: Stuart M. Schwartz

4. **Governing Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Michigan.

*[Remainder of page intentionally left blank
signatures on following pages.]*

SIGNATURE PAGE TO AGREEMENT
BY AND BETWEEN LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1, LLC AND THE CITY OF BIRMINGHAM

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective
Date.

**LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1, LLC**, a Michigan limited
liability company

By: _____
Frederick A. Lavery, Jr., Member

DRAFT

SIGNATURE PAGE TO AGREEMENT
BY AND BETWEEN LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1, LLC AND THE CITY OF BIRMINGHAM

CITY OF BIRMINGHAM, a Michigan
municipal corporation

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria Bingham, Clerk

DRAFT

Exhibit A to Agreement

Legal Description

Land situated in the City of Birmingham, Oakland County, Michigan, more particularly described as:

Woodward Parcel

Lot 3 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except that part taken for highway; also together with:

All of Lots 4 and 5 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records; also together with:

Lot 6 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except the Easterly part, beginning at the Northeast Lot corner; thence West 1.35 feet along the Lot line; thence Southerly 65.50 feet parallel to the East Lot line; thence South 52.89 feet to the Southeast Lot corner; thence Northerly along said Lot line to the beginning.

Commonly known as 835 and 845 Haynes Street
Tax Parcel No. 19-36-281-022

Haynes Parcel

Town 2 North, Range 10 East, Section 36, BOWERS ADDITION SUBDIVISION, as recorded in Liber 8, Page 26 of Plats, Oakland County Records. Easterly part of Lot 6 beginning at Northeast lot corner, thence Westerly 1.35 feet along North lot line, thence South 01 degrees 00 minutes 00 seconds West 65.50 feet parallel to East lot line, thence Southeasterly 52.89 feet to Southeast lot corner, thence Northerly 118.42 feet along East lot line to beginning, also all of Lots 7, 8 and 9, also Westerly part of Lot 10 measures 10.14 feet along North lot line and 10.58 feet along South lot line.

Commonly known as 907 and 911 Haynes Street
Tax Parcel No. 19-36-281-030



MEMORANDUM

Planning Department

DATE: March 22nd, 2021

TO: Tom Markus, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: Lot Combination of 34350 Woodward Avenue and 907-911 Haynes Street, Parcel # 19-36-281-022 - T2N, R10E, SEC 36 BOWERS ADD LOT 3 EXC THAT PART TAKEN FOR HWY, ALL OF LOTS 4 & 5, ALSO LOT 6 EXC ELY PART BEG AT NE LOT COR, TH W 1.35 FT ALG N LOT LINE, TH SLY 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY ALG LOT LINE TO BEG and Parcel # 19-36-281-030 – T2N, R10E, SEC 36 BOWERS ADD ELY PART OF LOT 6 BEG AT NE LOT COR, TH WLY 1.35 FT ALG N LOT LINE, TH S 01-00-00 W 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY 118.42 FT ALG E LOT LINE TO BEG, ALSO ALL OF LOTS 7, 8 & 9, ALSO WLY PART OF LOT 10 MEAS 10.14 FT ALG N LOT LINE & 10.58 FT ALG S LOT LINE

INTRODUCTION:

The owner of 34350 Woodward Avenue and 907-911 Haynes Street is seeking approval for a lot combination of two parcels into one in order to accommodate additional parking for the Fred Lavery Porsche Dealership. Auto sales agencies and auto show rooms within the Triangle District's MU-5 and MU-7 Zone require a Special Land Use Permit (SLUP) which the applicant obtained on November 8th, 2010 for the 34350 Woodward parcel only.

BACKGROUND:

On January 22nd, 2021, the applicant appeared before City Commission for lot combination review. Expanding the use of an auto sales agencies in the Triangle Overlay requires SLUP approval and requires the property to be brought into conformity with the Triangle Overlay zoning standards. At the time, the applicant had yet to obtain SLUP approval for the expansion, the proposed site plan for the lot combination did not conform with the Triangle Overlay zoning standards, and the applicant had yet to obtain the necessary variances to address the non-conformities created by the proposed site plan for the lot combination.

The Planning Division suggested postponement of the proposed lot combination due to the non-conformities created by the lot combination and the required variances which had yet to be sorted out by the Planning Board, City Commission, and Board of Zoning Appeals. Postponement was also suggested because the applicant had indicated an interest in reaching an agreement with the City to meet the Worth Street extension recommendations of the Triangle District Plan, though

the suggested terms of the agreement by the applicant had yet to be finalized and staff had raised a number of issues with proposals in the applicant's suggested agreement.

The City Commission postponed a decision for the applicant's lot combination after review and discussion of the lot combination requirements, the recommendations in the Triangle District Plan, and the suggested agreement from the applicant for the Worth Street extension. City staff was then directed to work with the applicant and attempt to reach an agreement that is amenable for both parties involved.

Since then, City staff has had a number of discussions with the applicant regarding the lot combination, however both sides have yet to reach amenable terms with which staff would be comfortable moving forward.

LEGAL REVIEW:

The City Attorney is in the process of working with the applicant and reviewing terms of agreement for the proposed Worth Street extension.

FISCAL IMPACT:

The lot combination may have a fiscal impact if the City chooses to pursue the Worth Street extension as recommended in the Triangle District Plan.

PUBLIC COMMUNICATIONS:

Prior to the application being considered by the City Commission, the City Clerk's office will send out notices to all property owners and tenants within 300 feet of both 34350 Woodward Avenue and 907-911 Haynes Street seeking public comment on the proposal.

SUMMARY:

The Planning Division finds that the proposed lot combination is not consistent with the Zoning Ordinance, nor the applicable Master Plan for the Triangle District due to the expansion of a surface parking lot. The applicant has indicated an interest in reaching an agreement with the City for the Worth Street extension, however City staff have yet to reach amicable terms with the applicant. Lot combination approval is not recommended at this time.

City staff also recommends that the City Commission consider discussing their interest in pursuing the Worth Street extension recommendations from the Triangle District. If the City Commission finds that the recommendations of the Worth Street extension should be pursued, it is recommended that some direction be provided to the applicant and the Planning Board for consideration if the applicant chooses to pursue their Special Land Use Permit.

ATTACHMENTS:

- January 22nd, 2021 Memo with Lot Combination Summary
- Proposed Site Plan (Initial)
- Proposed Lot Combination Agreement from applicant
- Letter to Planning Department and Commission from applicant dated 12.17.2020
- Application
- Letter to the City dated 08.27.2020
- Proof of ownership
- Registered Land Surveys

- Relevant Planning Board and City Commission minutes for prior SLUP hearings from 2010, 2016, and 2020 related to 34350 Woodward (Formerly 835 Haynes Street)

SUGGESTED ACTION:

To postpone the proposed lot combination hearing and direct City staff to continue to work with the applicant on a mutually acceptable agreement for future review by the City Commission.

DATE: January 25th, 2021

TO: Thomas Markus, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Jana Ecker, Planning Director

SUBJECT: **Revised Report and Draft Agreement - Lot Combination of 34350 Woodward Avenue and 907-911 Haynes Street, Parcel # 19-36-281-022 - T2N, R10E, SEC 36 BOWERS ADD LOT 3 EXC THAT PART TAKEN FOR HWY, ALL OF LOTS 4 & 5, ALSO LOT 6 EXC ELY PART BEG AT NE LOT COR, TH W 1.35 FT ALG N LOT LINE, TH SLY 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY ALG LOT LINE TO BEG and Parcel # 19-36-281-030 – T2N, R10E, SEC 36 BOWERS ADD ELY PART OF LOT 6 BEG AT NE LOT COR, TH WLY 1.35 FT ALG N LOT LINE, TH S 01-00-00 W 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY 118.42 FT ALG E LOT LINE TO BEG, ALSO ALL OF LOTS 7, 8 & 9, ALSO WLY PART OF LOT 10 MEAS 10.14 FT ALG N LOT LINE & 10.58 FT ALG S LOT LINE**

INTRODUCTION:

The owner of 34350 Woodward Avenue and 907-911 Haynes Street is seeking approval for a lot combination of two parcels into one in order to accommodate additional parking for the Fred Lavery Porsche Dealership. Auto sales agencies and auto show rooms within the MU-5 and MU-7 Zone require a Special Land Use Permit (SLUP), which the applicant obtained November 8th, 2010 for the 34350 Woodward parcel only.

On December 21st, 2020, the applicant requested that the item be postponed in order to allow the City Commission more time to review information submitted by the applicant, and to allow time for the applicant to meet with the City Manager to work towards reaching an agreement with the City. After meeting with the City to discuss issues with the lot combination and the intent of the Triangle District Plan, the applicant has proposed an agreement with the City which is attached for your review.

The proposed agreement involves a number of conditions, the most relevant being that the applicant has proposed to convey 60 feet of the easternmost portion of the 907-911 Haynes property to the City in exchange for the City granting approval of the lot combination AND conveying the portion of Elm Street on the west side of the Porsche dealership to the applicant, with the City being required to pay for all pavement removal and relocation of utilities within this portion of Elm Street. A draft of the proposed agreement proffered by the applicant was forward to the City Attorney, as well as the Engineering and Planning Departments for review and consideration. **City staff have reviewed the proposed agreement and have identified a**

number of issues that require further discussion and direction from the City Commission. A full report of these issues is included below following the summary of the lot combination requirements.

BACKGROUND:

The subject properties are located on the northeast corner of the intersection at Haynes Street, Elm Street, and Woodward Avenue. The Fred Lavery Porsche Dealership is located at 34350 Woodward while a two story commercial building is located at 907-911 Haynes Street. The applicant is proposing to combine the two parcels, demolish the current building at 907-911 Haynes, and expand the surface parking lot to accommodate more parking and display space for the Fred Lavery Porsche dealership. Auto sales agencies and auto show rooms within the MU-5 and MU-7 Zone require a Special Land Use Permit (SLUP), which the applicant obtained November 8th, 2010 for the 34350 Woodward parcel only. **The applicant has yet to obtain SLUP approval for the proposed expansion of the auto sales agency.**

In 2016, the applicant received a temporary SLUP amendment to use the 907-911 Haynes property as an office for the Porsche sales and management team for one year while renovations were made to the Porsche dealership at 34350 Woodward. Conditions of approval were that the applicant could not have cars for sale parked on 907-911 Haynes Street and that the applicant provide proof of adequate parking lot landscaping. On January 22nd, 2020, the applicant appeared before the Planning Board for a SLUP amendment which included the proposed lot combination for expanding the parking lot for auto sales, but no motion was finalized due to the applicant withdrawing their application during the meeting.

At this time, the applicant has submitted an application for a lot combination and has requested to appear before the City Commission for a decision on the proposed lot combination prior to appearing before the Planning Board for a review and recommendation on the site plan and SLUP. **As noted above, the applicant has now proposed an agreement with the City in an attempt to meet the recommendations of the Triangle District Plan and obtain lot combination approval.**

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

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

In regards to character of the area, the property is located within the City's Triangle District. The area is surrounded by a variety of uses and buildings ranging from one story to five stories in height which are mostly surrounded by surface parking.

In regards to zoning, 34350 Woodward is zoned MU-7 in the Triangle Overlay District while 907-911 Haynes Street is zoned MU-5. Both parcels are zoned B-2 in the underlying Zoning District. As previously mentioned, auto sales and auto showrooms are permitted with approval of a Special Land Use Permit in the MU-5 and MU-7 Zones. The subject property's SLUP application in 2010 was for one parcel only at 34350 Woodward and expanding the auto sales and auto showroom use requires a SLUP amendment. **The applicant appeared before the Planning Board on January 22nd, 2020 for a SLUP amendment to expand the auto showroom use, but withdrew their**

application during the meeting. Therefore, the applicant has yet to obtain SLUP approval to expand the use of the auto show room and auto sales.

Article 3, Section 3.06(A)(3) of the Zoning Ordinance states that *"Any expansion to an existing use or building that requires site plan approval from the Planning Board shall be subject to the requirements of the Triangle Overlay District and shall be brought into compliance with the requirements of the Triangle Overlay District."* **No changes to the building footprint for the Fred Lavery Porsche Dealership have been proposed. Therefore, it does not appear that the proposed site plan complies with the requirements of Triangle Overlay District.**

In regards to front yard and building frontage requirements for the Triangle Overlay District, the MU-5 and MU-7 Zones require that the building façade be built within 5 feet of the frontage line for a minimum of 75% of the street frontage length. The proposed lot combination does not indicate a building with a front setback within 5 feet for 75% of the street frontage along Elm and Haynes. **Therefore the proposed site that would be created by the lot combination does not satisfy the front yard and building frontage standards and thus is not compliant with the Triangle Overlay District requirements.**

In regards to building height requirements for the Triangle Overlay District, the MU-5 and MU-7 Zones require a minimum of three stories for building height. **The proposed lot combination indicates a one story building with surface parking only, and therefore does not satisfy the minimum building height standards and thus is not in compliance with the Triangle Overlay District requirements.**

In regards to the placement of the building and parking, Article 3.06(G)(1)(b) requires that corner lots have the building located at the corner of the lot adjacent to the intersection, and that no more than 60 feet of the frontage be occupied by parking. The proposed lot combination does not indicate a building at the corner of the lot adjacent to the intersection, nor does the proposed lot combination indicate 60 feet or less of parking along the frontage line. **Therefore, the proposed site that would be created by the lot combination does not satisfy the parking and building requirements of the Triangle Overlay District.**

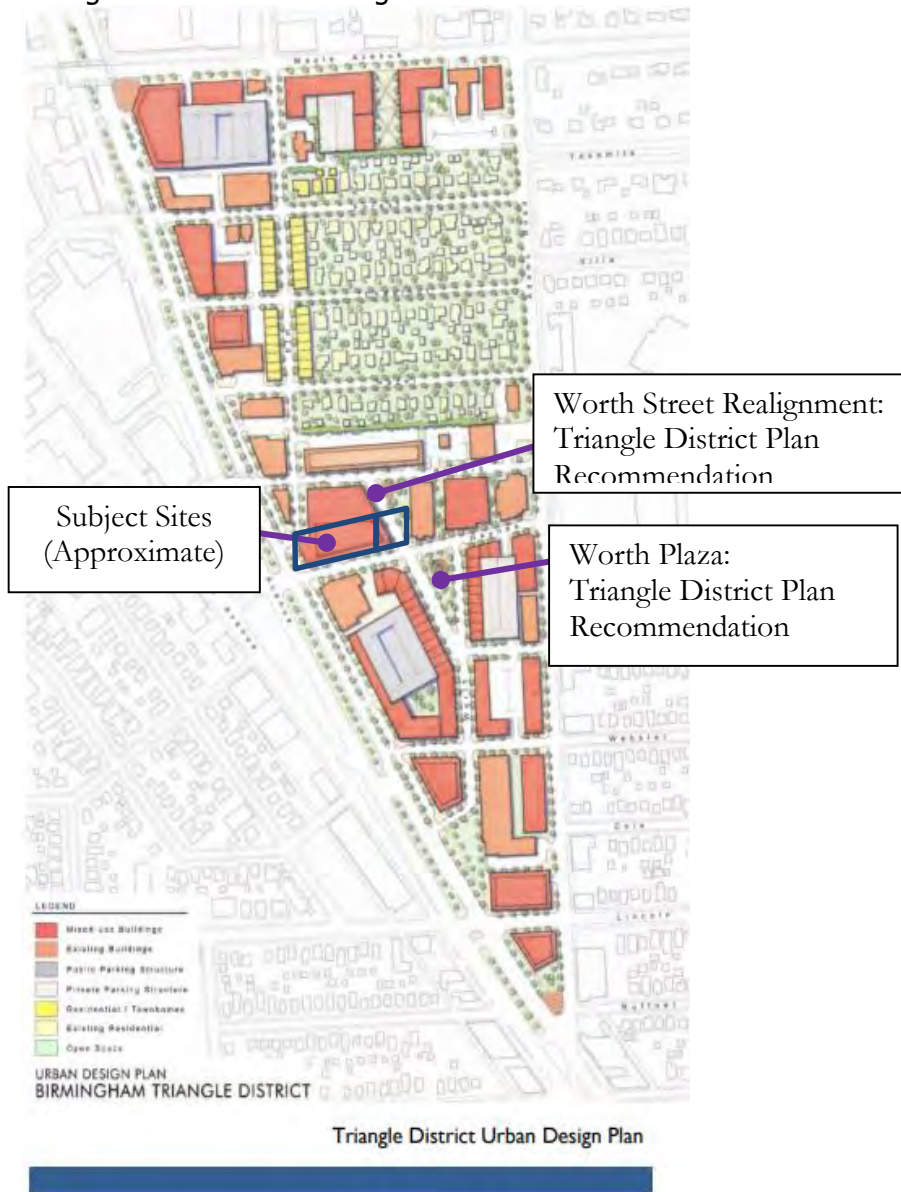
In regards to applicable Master Plans, the Triangle District Plan recommends infill development and redevelopment while advocating for an increase in building density to replace the large surface parking areas that currently exist. **The applicant's lot combination is proposed for the purpose of expanding surface parking which does not align with the recommendations of the Triangle District Plan.**

It is also of note that the Triangle District Plan recommends that Worth Street be realigned to connect Bowers Street to the proposed Worth Plaza to improve connectivity within the Triangle District as pictured below in Figure 1, which the proposed site plan does not accommodate. The Triangle District Plan recommends the realignment of Worth Street through the rear of the Walgreens parking lot as well as through the subject properties located between Haynes and Bowers included in the proposed lot combination.

In 2012, the City approved a donation of land from Walgreens to the City along Worth Street as a condition of their SLUP approval in order to work towards the recommendations to create Worth Plaza and realign Worth Street as recommended in the Triangle District Plan. The

proposed lot combination and request for site plan changes and an expansion of the SLUP at 34350 Woodward to include 907-911 Haynes provides an opportunity for the City to reach a similar agreement with the current applicant during the SLUP and lot combination process to continue the Worth Street realignment and extension north of the triangular City-owned property donated by Walgreens as a condition of their prior SLUP approval.

Figure 1: Triangle District Urban Design Plan



In regards to the Draft Master Plan which is currently under review, the plan makes no mention of extending Worth Street from Haynes to Bowers, however the renderings related to the proposed Haynes Square in the Draft Master Plan and connection to Worth Plaza suggest an infill of commercial space instead of a road extension at the applicant's site.

Accordingly, the lot combination proposal does not meet the requirements of #1.

(2) *All residential lots formed as a result of a combination shall be a maximum width of no*

more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.

The proposed combination is commercial, not residential, therefore this requirement is not applicable.

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

The proposed combination is commercial, not residential, therefore this requirement is not applicable.

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

The Triangle District has a variety of buildings types ranging in height and size, many of which are surrounded by large surface parking lots. **Given the existing conditions of the lower Triangle District, the proposed lot combination and building envelope appear to meet this requirement.**

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

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

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

a.) The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.

Based upon the initial lot combination application submitted, the proposed site plan does not appear to have a significant impact on vehicular ingress and egress, the development of adjacent buildings, or hinder the value of adjacent properties.

However, the agreement now proffered by the applicant appears to have a significant impact on vehicular ingress and egress if approved, as it proposes vacating the southern portion of Elm Street for private commercial development. The portion of Elm Street that the applicant suggests the City transfer to private ownership is the existing roadway that allows northbound traffic on Woodward to continue north on Elm Street, and allows southbound traffic on Elm Street to turn onto northbound Woodward Avenue. The proposed agreement also proposes that the applicant convey a portion of the 907 – 911 Haynes parcel to the City to provide an opportunity for the City to extend Worth Street to Bowers Street in the future, which may have a significant impact on the ingress and egress to the property and have a significant

impact on the use, development and value of adjacent properties. **Given the beginning stage of the applicant's proposal and the lack of adequate review for the SLUP by appropriate reviewing bodies, including the Engineering Department, the Planning Board, and the City Commission, it is yet to be determined whether the proposed agreement satisfies this requirement.**

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

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

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

The initial lot combination application submitted does not appear to impact the supply of light and air to adjacent properties or the ability of the City to provide essential services. However, the lot combination agreement proposed by the applicant appears to have a significant impact on drainage structures, municipal sanitary sewer and water, and refuse disposal. The Engineering Department has indicated that there are a number of utilities located below the proposed conveyance parcel on the southern portion of Elm Street which the applicant wishes to obtain ownership of in their proposed lot combination agreement. Article III, Section 2 of the proposed agreement requires that the City give the applicant the area on South Elm Street west of the Porsche dealership, and that the City be solely responsible for costs related to removing all pavement from the road and relocating all utilities above and below the subject area. The Engineering Department has indicated this would be very expensive for the City to do so. **Therefore, the proposed agreement does not appear to satisfy this requirement.**

Based on the discussion at the City Commission meeting on December 21, 2020, the applicant has proposed to convey the easternmost 60 feet of the 907-911 Haynes Street property to the City in order to obtain approval for the lot combination and satisfy recommendations of the Triangle District Plan for the Worth Street extension. Conditions of this agreement include but are not limited to the the City approving the proposed lot combination, the City conveying the area of South Elm Street adjacent to the Porsche dealership to the applicant, and the City paying for removal of concrete and relocation of utilities above and below the subject area of South Elm Street. The applicant would gain additional commercial space in the MU-7 Zone if the South Elm Street conveyance parcel is approved. City staff have identified several issues with the numerous conditions of the agreement proposed by the applicant at this time.

By conveying the easternmost 60 feet of the 907-911 Haynes Street property, the applicant offers the possibility of Worth Street being re-routed through the current Walgreens parking lot and through the subject property on the north of Haynes Street. The Triangle District Plan recommends that Worth Street shift to the west in order to create more room for the triangular shaped Worth Plaza. Approval of this agreement would not complete the Worth Street extension though, as an agreement would still have to be reached with the owner(s) north of the subject

property facing Bowers Street. Related parcels for the proposed lot combination are outlined in the illustration below. An image of the Triangle District Plan land use recommendations has also been included below for reference of the Worth Street extension recommendation.

Figure 2: Subject parcels highlighted below are areas involved in the proposed lot combination agreement and future Worth Street extension to Bowers Street

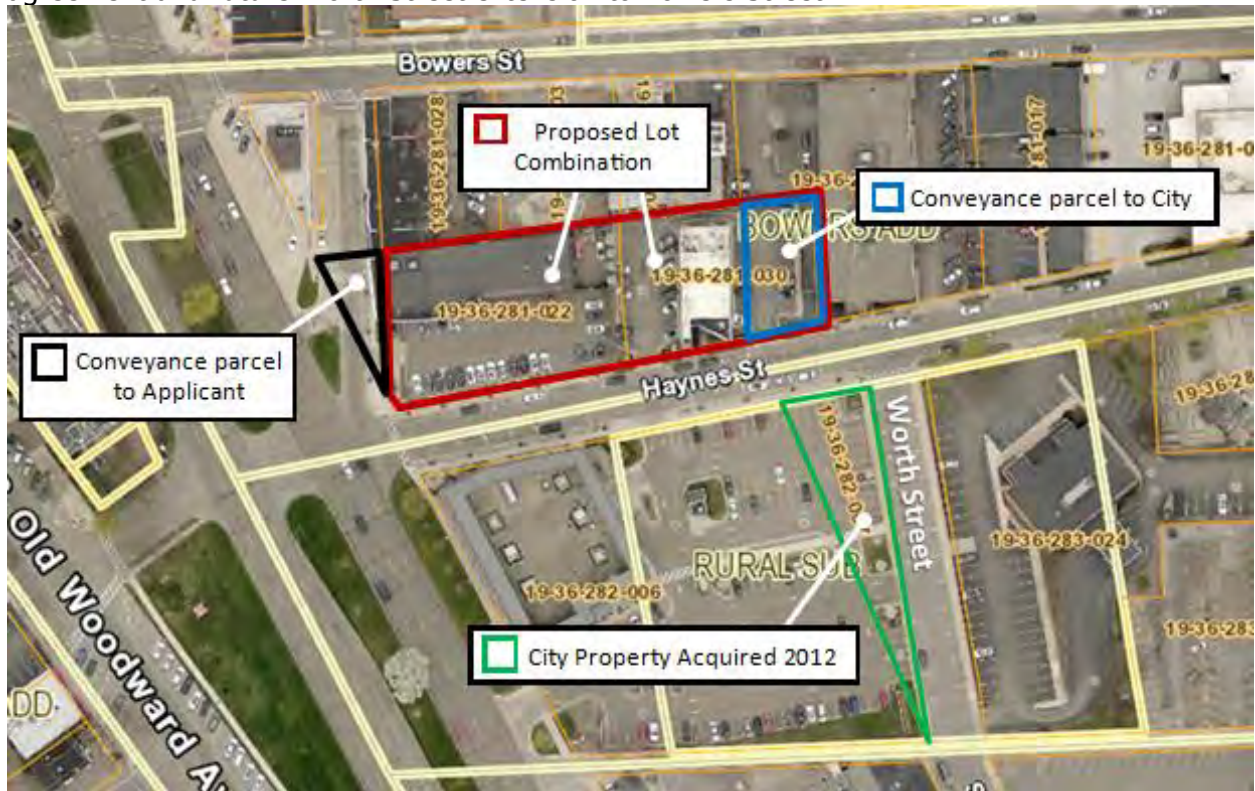
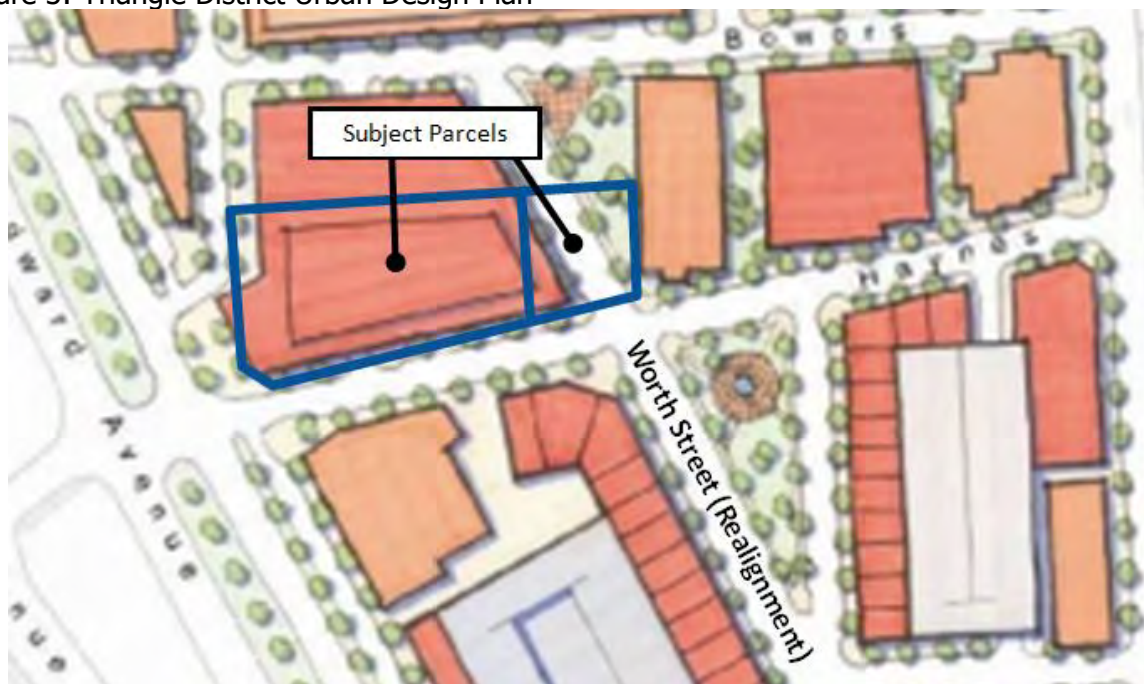


Figure 3: Triangle District Urban Design Plan



With regards to the proposed agreement offered by the applicant, City staff have raised a number of issues with the conditions of approval included in the agreement. Such issues include, but are not limited to, the following:

- The agreement proposes a lot combination approval before the subject properties obtain the necessary SLUP approval from the City Commission and the necessary variances from the Board of Zoning Appeals to accommodate additional surface parking for an auto show room use (Agreement Recitals H & I).
 - City staff recommends the applicant obtain a recommendation from the Planning Board on the site plan changes and SLUP and the necessary variances from the Board of Zoning Appeals prior to the City Commission making a decision on the requested lot combination.
- The agreement proposes that the applicant will pursue SLUP approval and necessary variances if the lot combination is approved, but that the proposed agreement will automatically terminate if the SLUP approval and necessary variances have not been granted within 6 months of the agreement approval, leaving the lot combination approval in place.
 - The proposed changes for South Elm Street and the impact of the proposal for the Worth Street extension will involve extensive research from the Engineering Department and traffic consultants, and may require a number of public meetings for review and public input before a final recommendation and approval may be granted. City staff does not recommend a decision on the requested lot combination until all of the relevant details can be resolved and noted on detailed and specific plans to be attached as an exhibit to the agreement, to be considered as a condition of the lot combination approval.
- The City has yet to determine if the proposed conveyance of the easternmost 60 feet of the 907-911 Haynes property provides adequate width for a road extension (Agreement Article II, Section 1).
 - Additional research and design work must be completed by both the Engineering Department and the City's traffic engineering consultants to determine if the 60' proposed will align with the piece of property to the south donated to the City by Walgreens, and whether it will be of a sufficient size. City staff does not recommend approval of the proposed agreement or lot split until this work has been completed and can be reviewed by City staff and the City Commission.
- The agreement proposes that the described portion of the South Elm Street area is to be conveyed by the City to the applicant, with the City to cover all costs and expenses related to the removal of the conveyance parcel pavement, the removal and/or relocation of all underground and overhead utilities, and restoration of any disturbed areas during such work (Article III, Section 2).
 - The Engineering Department has noted that there are large sewers and a number of utilities on the Elm Street parcel that would have to be re-routed if agreed upon and that relocating these utilities would be quite costly for the City. Additional research and design work must be

completed to determine the cost to the City. City staff does not recommend approval of the proposed agreement or lot split until this work has been completed and can be reviewed by City staff and the City Commission.

- The agreement proposes that if any non-conformities are created by the vacation of South Elm Street or the City's use of the conveyance parcel proposed on 907-911 Haynes Street, any such non-conformities for the use or development of the use shall be waived by the City (Article 3, Section 6(a)).
 - City staff does not recommend waivers of any non-conformities so created, but rather recommends review and approval of any non-conformities by the Board of Zoning Appeals as required by the City Code.
- The agreement proposes that any loss of parking spots on the applicant's property created by the Worth Street extension shall be made up by the City through such agreeable means as on-street permit parking or providing permit parking in any available deck which may hereafter be constructed (Article 3, Section 6(c)).
 - The City has not committed to the construction of any new public parking structures in the Triangle District at this time, nor should the City support the expansion of surface parking in the Triangle District which is specifically discouraged by the Triangle District Plan.

LEGAL REVIEW:

The City Attorney has reviewed the lot combination application, as well as the proposed agreement for an exchange of conveyance parcels and raised a number of issues. The lot combination agreement proposed by the applicant does not appear to benefit the long term goals of the City.

FISCAL IMPACT:

The proposed agreement from the applicant for the lot combination indicates that the City would be responsible to cover all costs and expenses related to the removal of pavement, as well as relocation of all underground and overhead utilities within the South Elm Street area proposed to be conveyed by the City to the applicant. Removing pavement and relocating all underground and overhead utilities for the subject area on South Elm Street would be very costly to the City.

PUBLIC COMMUNICATIONS:

Prior to the lot combination application being considered by the City Commission, the City Clerk's office sent out notices to all property owners and tenants within 300 feet of both 34350 Woodward Avenue and 907-911 Haynes Street seeking public comment on the proposal.

SUMMARY:

The Planning Division finds that the proposed lot combination for the purpose of demolishing a building to expand the surface parking area for Porsche is not consistent with the Zoning Ordinance, nor the applicable Master Plan for the Triangle District. The applicant has proposed an agreement with the City for a lot combination approval which attempts to satisfy the Worth Street extension recommendation of the Triangle District Plan, however City staff have raised a number of issues with the terms and conditions in the proposed agreement. Accordingly, direction from the City Commission is sought on each of the issues raised to continue the negotiation

process. In addition, direction from the City Commission is sought on the order of proceedings given the complicated and interwoven nature of the site plan changes, the SLUP amendment, lot combination and variances required. The City Commission may wish to postpone the lot combination hearing until the applicant goes through the SLUP Amendment process with the Planning Board and City Commission. Doing so would include more in depth review of the Zoning Ordinance and Triangle District Plan, allow all variances required from the Board of Zoning Appeals to be identified, and permit more public input related to the site plan changes and proposed exchange of property.

ATTACHMENTS:

- Proposed Site Plan
- Proposed Lot Combination Agreement from applicant
- Letter to Planning Department and Commission from applicant dated 12.17.2020
- Staff Report to Planning Board for SLUP Amendment
- Application for Lot Combination and Letter to the City dated 08.27.2020
- Proof of ownership
- Registered Land Surveys
- Relevant Planning Board and City Commission minutes for prior SLUP hearings from 2010, 2016, and 2020 related to 34350 Woodward (Formerly 835 Haynes Street)

SUGGESTED ACTION:

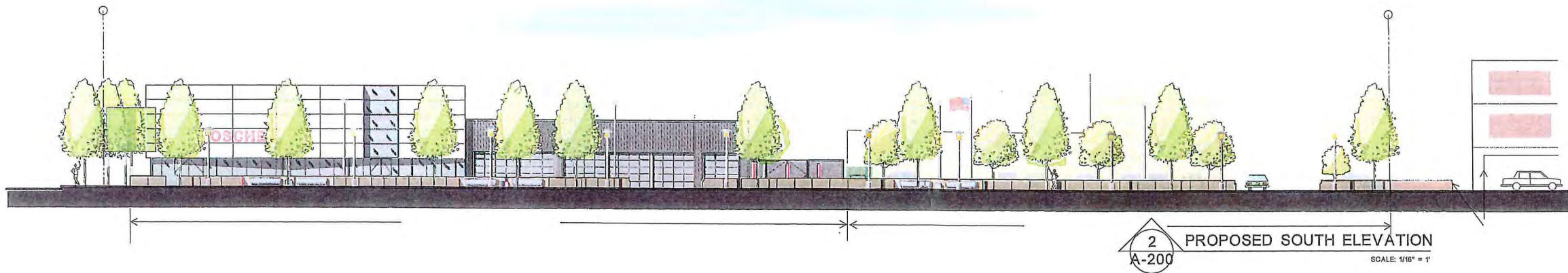
To deny the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel # 19-36-281-022 and parcel #19-36-281-030, as the resulting parcel would not be consistent with the requirements for the MU-5 and MU-7 Zones, nor consistent with the recommendations in the Triangle District Plan.

OR

To postpone the proposed lot combination hearing and direct City staff and the City Attorney to continue negotiations with the applicant based on the issues noted and to return with detailed plans on any property to be conveyed, including details and estimated costs to remove or reroute any utilities, specific dimensions of the parcel proposed as a result of the lot combination, and any other details needed to evaluate the terms and conditions offered by the applicant;

AND / OR

To postpone the proposed lot combination hearing and direct the applicant to first go through the site plan and SLUP amendment process at the Planning Board to obtain a recommendation from the board on expanding surface parking and the use of an auto sales agency within the MU-7 and MU-5 zones and findings as to whether the requirements of the Zoning Ordinance and the Triangle District Plan have been met.



**Luckenbach
Ziegelman
Gardner
Architects
PLLC**

555 South Old Woodward Suite 27L
Birmingham, Michigan 48009
248.644.0600

project:
**Fred
Lavery
PORSCHE**
Special Land Use
Permit Review
835 Haynes Street
Birmingham, Michigan

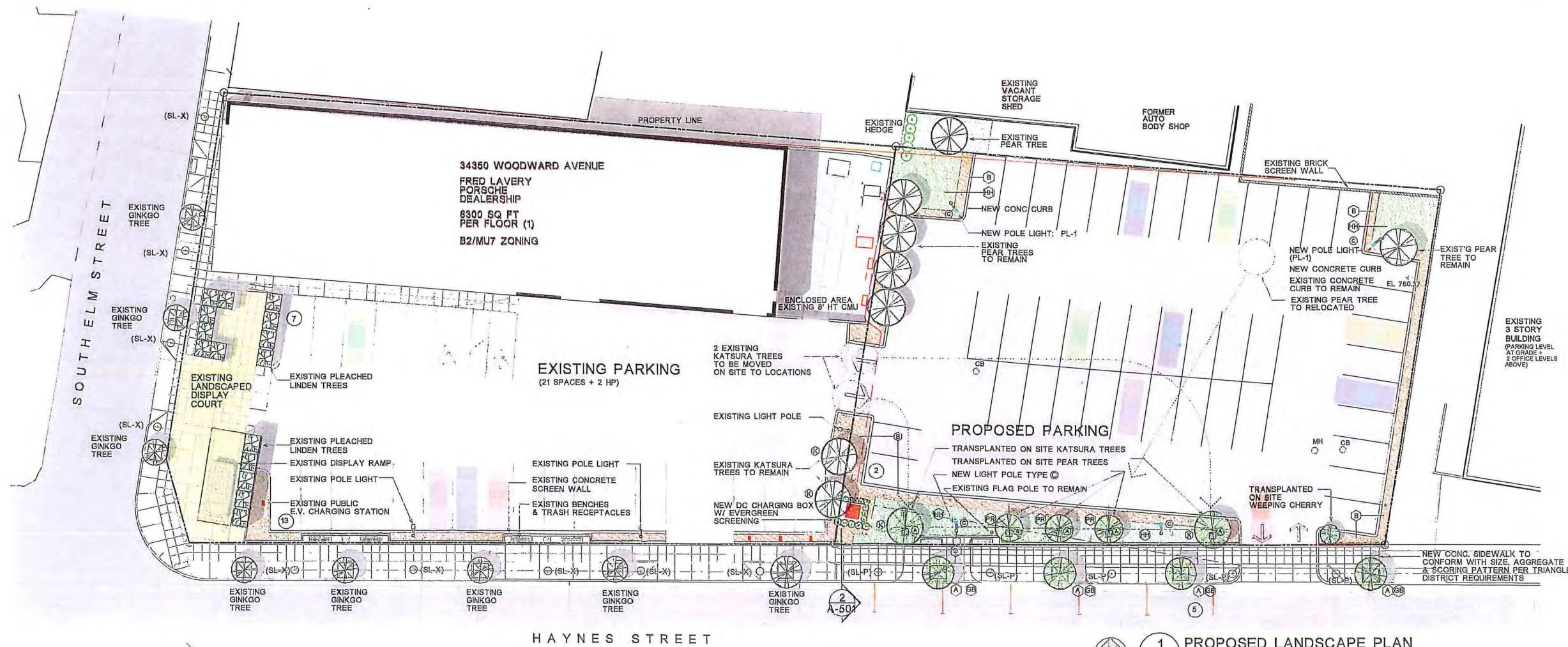
sheet title:
PROPOSED

date issued:

project number:
LZG 2019.0025

sheet number:

A-200



1 PROPOSED LANDSCAPE PLAN
A/LA-200
SCALE: 1/16" = 1'

LANDSCAPE KEY

- (A) NEW TREE WELL LOCATION
INSTALL WITH PLANTER BASE PER
TRIANGLE DISTRICT STANDARDS
- (SB) EXISTING STONE (1" DIA) VOLCANIC STONE
(Washed Decorative Stone: Midnight Granite)
- (D) NEW BENCHES & TRASH RECEPTACLE
- (K) KATURA TREE (Existing - Transplanted on Site)
(Cercidiphyllum japonicum)
- (PF) FLOWERING PEAR TREE
(Existing - Transplanted on Site - Pyrus sp)

LIGHTING KEY

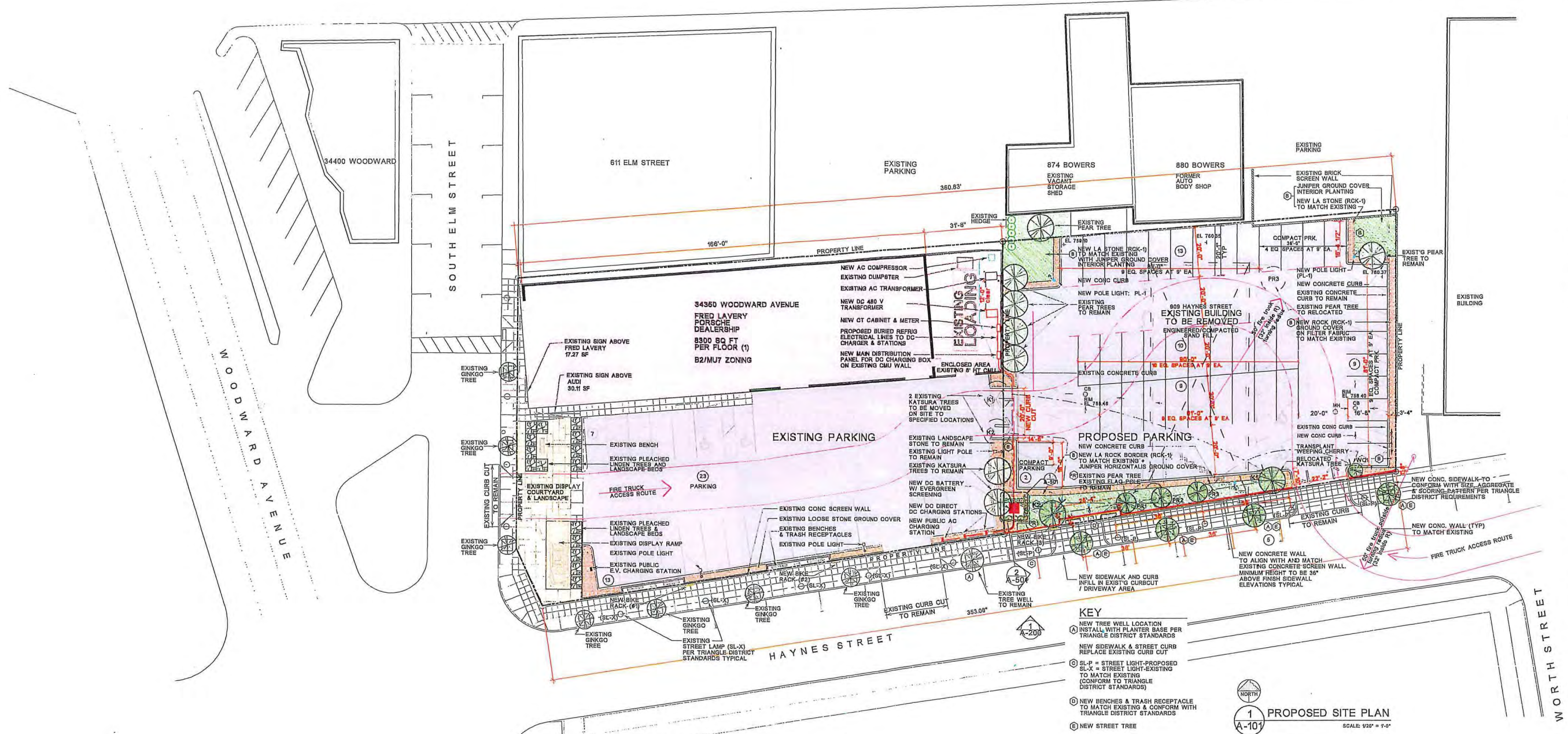
- (A) Aurallight 12V LED Micro well Uplight
- (SL-P) Lumenon Street Light Model PT90 - 42W
TO MATCH EXISTING
(CONFORM TO TRIANGLE
DISTRICT STANDARDS)
- (PL-1) PARKING LIGHT POLE
Cooper Lighting - Lumark
Model MPTR (match existing)

**Luckenbach
Ziegelman
Gardner
Architects
PLLC**

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248.644.0600

**Fred
Lavery
PORSCHE**
Special Land Use
Permit Review
835 Haynes Street
Birmingham, Michigan

**PROPOSED SITE PLAN
FOR SPECIAL LAND
USE PLANNING
AMENDMENT**



- KEY**
- NEW TREE WELL LOCATION
INSTALL WITH PLANTER BASE PER
TRIANGLE DISTRICT STANDARDS
 - NEW SIDEWALK & STREET CURB
REPLACE EXISTING CURB CUT
 - SL-P = STREET LIGHT-PROPOSED
SL-X = STREET LIGHT-EXISTING
(CONFORM TO TRIANGLE
DISTRICT STANDARDS)
 - NEW BENCHES & TRASH RECEPTACLE
TO MATCH EXISTING & CONFORM WITH
TRIANGLE DISTRICT STANDARDS
 - NEW STREET TREE

1 PROPOSED SITE PLAN
SCALE: 1/32" = 1'-0"

					<p>SITE DATA</p> <p>TOTAL SITE AREA 42,480 TOTAL SQ FT</p> <p>EXISTING BLDG FOOTPRINT = 6730 SF EXISTING DRIVEWAY AREA = 2897 SF REQUIRED PARKING = 44 (20) SPACES / 200 SF BAY = 3 TOTAL SPACES REQUIRED = 23 SPACES</p> <p>PROPOSED PARKING 2430 WOODWARD 21 SPACES + 2 1/2' 808 HAYNES 44 SPACES (IN STANDARD COMPACT) TOTAL SPACES PROVIDED = 64 SPACES</p> <p>BIKE RACKS REQUIRED / PROVIDED 1 PER EVERY 5 REQUIRED AUTO SPACES 21 FOR EVERY 100 SF BLDG AREA (USE GENERATOR #) 808 SF / 100 SF = 278 = 3</p> <p>LANDSCAPE DATA: REQUIREMENTS & PROVISIONS</p> <p>PARK LOT AREA = 24,200 SF LANDSCAPE MINIMUM AREA REQUIRED = 4% = 1,440 SF LANDSCAPE AREA PROVIDED = 2876 SF CANOPY TREES REQUIRED = 1 PER 150 SF OF BLDG LA AREA = 1400 SF / 150 SF = 9 TREES</p> <p>CANOPY TREES RETAINED OR TRANSPLANTED ON SITE 1/4" DIA MIN = 10 EQUIVALENT TO 10 NEW DECIDUOUS TREES = 20 NEW TREES FOR LA STD 420 LA-21 #10</p> <p>EXISTING TO BE REMOVED: ... NEW PARKING LOT POLE LIGHT: ... EXISTING PARKING LOT POLE LIGHT: ... NEW STREET LIGHT: ... EXISTING STREET LIGHT: ...</p> <p>LEGEND</p> <p>EXISTING TREES / LANDSCAPE NEW TREES / LANDSCAPE</p>

(A) TREE WELL GRATE
 (B) LA STONES & JUNIPER GROUND COVER
 (C) STREET LIGHT
 (D) PARK BENCH
 (E) STREET TREE (Ginkgo biloba) PROPOSED

DATE REVIEWED

09.23.2019	OWNER REVIEW
09.29.2019	OWNER REVIEW
10.14.2019	OWNER REVIEW
10.16.2019	OWNER REVIEW

PROJECT NUMBER:
LZG 2019.0025

AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of this ____ day of _____, 2021 (the "Effective Date"), is made by and between **Lavery Michigan Dealership Properties No. 1, LLC, a Michigan limited liability company** ("LMDP"), whose address is 440 Lake Park Drive, Birmingham, Michigan 48009, and the **City of Birmingham, a Michigan municipal corporation** (the "City"), whose address is 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001.

RECITALS

A. LMDP owns certain real property situated in the City of Birmingham, Oakland County, Michigan, being more particularly described on attached **Exhibit A** and identified as the "Woodward Parcel" and the "Haynes Parcel."

B. The Woodward Parcel is situated to the west of and adjacent to the Haynes Parcel, is bounded by South Elm Street on the west and by Haynes Street on the south, and is zoned B2 with MU-7 Triangle District Overlay. The Haynes Parcel is bounded by the Woodward Parcel on the west and by Haynes Street on the south, and is zoned B2 with MU-5 Triangle District Overlay.

C. Automotive show rooms and sales agencies are permitted uses under the current zoning of both the Woodward Parcel and the Haynes Parcel pursuant to a Special Land Use Permit.

D. In 2010, LMDP received a Special Land Use Permit ("2010 SLUP") to operate a Porsche automotive dealership on the Woodward Parcel.

E. The City approved an amendment to the 2010 SLUP to allow for the temporary use of the Haynes Parcel as an office for the Lavery Audi sales and management team during the

completion of renovations at the Lavery Audi automotive dealership located at 34602 Woodward Avenue, Birmingham, Michigan 48009 (the "Temporary SLUP Amendment," and together with the 2010 SLUP, the "SLUP").

F. LMDP desires to amend the site plan of the Woodward Parcel in combination with the Haynes Parcel to demolish the currently-existing building on the Haynes Parcel and to accommodate changes in Porche's dealership requirements that will impact both the Woodward Parcel and the Haynes Parcel (the "Amended Site Plan").

G. In advance of formal submittal to the City for approval of the Amended Site Plan, LMDP has applied to the City to combine the Woodward Parcel and the Haynes Parcel (the "Parcel Combination").

H. In the event that the Parcel Combination is approved, LMDP intends to proceed with formal submittal to the City for approval of the Amended Site Plan for related approval of a further amendment to the SLUP to incorporate the Haynes Parcel.

I. LMDP and the City mutually agree that the approval of the Parcel Combination, the Amended Site Plan (including any necessary variances) and the further amendment to the SLUP are in the best interest of both parties and, while the City cannot commit to such approvals outside of the formal procedures prescribed therefor, LMDP and the City desire to enter into this Agreement for the purpose of evidencing certain agreements and understandings between the parties should formal approval of the Parcel Combination, the Amended Site Plan and the further amendment to the SLUP be issued by the City.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LMDP and the City hereby agree as follows:

**ARTICLE I
INCORPORATION OF RECITALS; CONTINGENT AGREEMENT**

1. **Incorporation of Recitals.** The Recitals to this Agreement are fully incorporated in this Agreement by this reference thereto with the same force and effect as though restated in this Agreement.

2. **Contingent Agreement.** This Agreement, and the obligations of LMDP and the City hereunder, are fully contingent upon formal approval by the City of the Parcel Combination, the Amended Site Plan (including any necessary variances) and the further amendment to the SLUP (collectively, the "Contingencies"). This Agreement shall automatically terminate and shall be of no further force or effect if the Contingencies have not been satisfied within six (6) months after the Effective Date. The City agrees to reasonably cooperate with LMDP in causing the Contingencies to be timely satisfied in a mutually-agreeable manner.

**ARTICLE II
CONVEYANCE OF PROPERTY FROM LMDP TO THE CITY**

1. **Conveyance from LMDP.** Within a reasonable period of time after the satisfaction of all of the Contingencies, LMDP shall convey by quit claim deed to the City a certain parcel of real property, which shall be more particularly described by surveyed legal description at or prior to the time of conveyance, but which shall generally consist of the easterly sixty (60) feet of the Haynes Parcel (the "LMDP Conveyance Parcel"), for the future use by the City in connection with the northerly extension of South Worth Street from Haynes Street to Bowers Street (the "South Worth Street Extension"). LMDP and the City shall cooperate with each other as necessary to effect any parcel division that may be required to allow for the conveyance of the LMDP Conveyance Parcel to the City as a separate and distinct parcel.

2. **Reservation of LMDP Easement.** The quit claim deed from LMDP to the City shall contain language reserving an exclusive, limited easement (the "LMDP Easement") in favor of LMDP and its successors and assigns, including successors-in-title to all or any portion of the combined Woodward Parcel and Haynes Parcel, over the surface of the LMDP Conveyance Parcel for purposes of providing parking for the combined Woodward Parcel and Haynes Parcel until such time that the South Worth Street Extension occurs. In the alternative to a reservation in the quit claim deed, LMDP and the City may enter into a separately-recorded easement agreement to establish the LMDP Easement.

3. **Term of LMDP Easement.** The LMDP Easement shall run with the land and shall benefit LMDP and its successors and assigns until such time as the City determines, in its sole discretion, that the LMDP Conveyance Parcel is needed for future use by the City in connection with the South Worth Street Extension. The City shall give a one (1) year notice of the termination of the LMDP Easement, which notice shall be recorded with the Oakland County Register of Deeds, and the LMDP Easement shall automatically terminate and shall be of no further force or effect on the date that is one (1) year from the date of such recording. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the City agrees that it shall not terminate the LMDP Easement until such time that the City has terminated the City Easement pursuant to Article III, Section 3, below.

4. **Taxes, Maintenance and Repair of LMDP Conveyance Parcel.** LMDP shall be responsible for any and all taxes, maintenance and repair of the surface of any improvements now or hereafter existing within the LMDP Conveyance Parcel until such time as the LMDP Easement is terminated by the City. Until such time as the LMDP Easement is terminated by the City, the City shall have no obligation to maintain and repair the surface of any improvements

now or hereafter existing within the LMDP Conveyance Parcel or to contribute to the cost thereof, and such improvements shall be maintained by LMDP as required by all federal, state, local laws and policies of the City.

5. **Insurance and Indemnification.** Until such time as the LMDP Easement is terminated by the City, LMDP shall, at its sole expense, obtain insurance as required herein. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City.

- A. **Commercial General Liability Insurance:** Until such time as the LMDP Easement is terminated by the City, LMDP shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; and (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- B. **Additional Insured:** The Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, without regard to any other available coverage by primary, contributing or excess.
- C. **Cancellation Notice:** The Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days' Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Director, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001."
- D. **Proof of Insurance Coverage:** LMDP shall provide the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.
 - 1) Two (2) copies of a Certificate of Insurance for Commercial General Liability Insurance;
 - 2) If so requested, Certified Copies of all policies mentioned above will be furnished.

- E. Coverage Expiration: If any of the above coverages expire prior to such time as the LMDP Easement is terminated by the City, LMDP shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- F. Maintaining Insurance: Upon failure of LMDP to obtain or maintain such insurance coverage until such time as the LMDP Easement is terminated by the City, the City may, at its option, purchase such coverage and invoice LMDP for the cost of obtaining such coverage. 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.

Further, indemnification shall be provided as follows:

To the fullest extent permitted by law, LMDP 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 and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and 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 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.

ARTICLE III CONVEYANCE OF PROPERTY FROM THE CITY TO LMDP

1. **Conveyance by City**. Within a reasonable period of time after the satisfaction of all of the Contingencies, the City shall convey by quit claim deed to LMDP a certain parcel of real property, which shall be more particularly described by surveyed legal description at or prior to the time of conveyance, but which shall generally consist of the area formed by extending the

northerly and southerly property lines of the Woodward Parcel west to the easterly right-of-way line of Woodward Avenue (the "City Conveyance Parcel"), for the future use by LMDP in connection with the development or redevelopment of the combined Woodward Parcel and Haynes Parcel. The City Conveyance Parcel shall be bounded on the west by the easterly right-of-way line of Woodward Avenue, to the north by the westerly extension of the northerly property line of the Woodward Parcel, to the east by the westerly property line of the Woodward Parcel and to the south by the westerly extension of the southerly property line of the Woodward Parcel. LMDP and the City shall cooperate with each other as necessary to effect any parcel division that may be required to allow for the conveyance of the City Conveyance Parcel to LMDP as a separate and distinct parcel and, if desired by LMDP, any parcel combination that may be required to combine the City Conveyance Parcel with the combined Woodward Parcel and Haynes Parcel.

2. **Reservation of City Easement.** The quit claim deed from the City to LMDP shall contain language reserving a non-exclusive, limited easement (the "City Easement") in favor of the public and the City, over the surface of the City Conveyance Parcel for purposes of providing for the continued use by the public and continued maintenance, repair and replacement by the City of the portion of South Elm Street and related improvements situated on the City Conveyance Parcel until such time that the City vacates such portion of South Elm Street, which vacation must also include, at the City's sole cost and expense, the removal from the City Conveyance Parcel of all pavement and the removal and relocation from the City Conveyance Parcel of all underground and overhead utilities, if any, and the restoration of the City Conveyance Parcel after such removal by finish-grading and seeding and/or sodding all disturbed

areas. In the alternative to a reservation in the quit claim deed, LMDP and the City may enter into a separately-recorded easement agreement to establish the City Easement.

3. **Term of City Easement.** The City Easement shall run with the land and shall benefit the public and the City until such time as the City determines, in its sole discretion, to vacate the portion of South Elm Street and related improvements situated on the City Conveyance Parcel. Upon the vacation of such portion, and the removal and relocation of all pavement and utilities and the restoration of the City Conveyance Parcel as set forth in Article III, Section 2, above, the City shall cause an appropriate vacating resolution to be recorded with the Oakland County Register of Deeds, whereupon the City Easement shall automatically terminate and shall be of no further force or effect. The City agrees that no easements will be reserved within the City Conveyance Parcel by the City in connection with the vacation.

4. **Maintenance and Repair of City Conveyance Parcel.** The City shall be responsible for any and all maintenance and repair of the surface of any improvements now or hereafter existing within the City Conveyance Parcel until such time as the City Easement is terminated. Until such time as the City Easement is terminated, LMDP shall have no obligation to maintain and repair the surface of any improvements now or hereafter existing within the City Conveyance Parcel or to contribute to the cost thereof, and such improvements shall be maintained by the City as required by all federal, state, local laws and policies of the City.

5. **Insurance.** Until such time as the City Easement is terminated by the City, the City shall, at its sole expense, obtain insurance as required herein. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to LMDP.

- A. Commercial General Liability Insurance: Until such time as the City Easement is terminated by the City, the City shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Broad Form General Liability Extensions or equivalent; and (B) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- B. Additional Insured: The Commercial General Liability Insurance, as described above, shall include an endorsement stating LMDP shall be *Additional Insured*. This coverage shall be primary to any other coverage that may be available to the additional insured, without regard to any other available coverage by primary, contributing or excess.
- C. Cancellation Notice: The Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days' Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Lavery Michigan Dealership Properties No. 1, LLC, 440 Lake Park Drive, Birmingham, Michigan 48009."
- D. Proof of Insurance Coverage: The City shall provide LMDP, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to LMDP, as listed below.
- 3) Two (2) copies of a Certificate of Insurance for Commercial General Liability Insurance;
 - 4) If so requested, Certified Copies of all policies mentioned above will be furnished.
- E. Coverage Expiration: If any of the above coverages expire prior to such time as the City Easement is terminated by the City, the City shall deliver renewal certificates and/or policies to LMDP at least (10) days prior to the expiration date.
- F. Maintaining Insurance: Upon failure of the City to obtain or maintain such insurance coverage until such time as the City Easement is terminated by the City, LMDP may, at its option, purchase such coverage and invoice the City for the cost of obtaining such coverage. In obtaining such coverage, LMDP shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
6. **Responsibilities of the City**. At such time, as applicable, as the LMDP Easement and the City Easement are terminated, the City shall provide assurances to LMDP or its successors in interest that:

a) Nonconformance. In the event that the vacation of South Elm Street or the use of the LMDP Conveyance Parcel by the City in connection with the South Worth Street Extension creates any nonconformance of the combined Woodward Parcel and Haynes Parcel, or the current use or development thereof, with the then-existing City codes or ordinances, including, but not limited to, the City's Zoning Ordinance, any such noncompliance shall be and is hereby waived.

b) Restore Property. The City, in performing any work with respect to the vacation of South Elm Street or the use of the LMDP Conveyance Parcel by the City in connection with the South Worth Street Extension, agrees that it shall be responsible to restore the combined Woodward Parcel and Haynes Parcel in like manner to the then-existing conditions, with the exception of restoring the lost striped surface parking spaces in the parking lot.

c) Parking Loss. The City understands and agrees that implementing the South Worth Street Extension will result in the loss of parking to LMDP. Any diminishment of the total number of parking spots from that total number shall be made up by the City. This parking loss is currently estimated at _____ parking spaces. The City shall make up for any loss of parking through such agreeable means as: on street permit parking, or providing permit parking in any available deck which may hereafter be constructed. The total current parking on the Woodward Parcel and the Haynes Parcel is _____ parking spaces. Any loss of parking made up for by the City pursuant to this provision must be located within the southern portion of the Triangle District.

**ARTICLE IV
MISCELLANEOUS**

1. **Arbitration.** 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 take place in Oakland County, Michigan, and 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. 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.

2. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of LMDP and the City and their respective successors and assigns; provided, however, the rights of the City hereunder are assignable by the City only if the City has received prior written consent from LMDP, which consent may be withheld at LMDP's sole discretion, in which case the City's rights shall not be assignable.

3. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by registered or certified U.S. Mail or by Federal Express or other nationally recognized overnight delivery service to the party entitled to receive the same at the

address as stated hereafter or such alternative address as may be furnished by either party to the other in the future. Copies of such notices shall be addressed as follows:

If to the City:

City of Birmingham
151 Martin Street, P.O. Box 3001
Birmingham, Michigan 48012-3001
Attention: Joseph A. Valentine, City Manager

AND

Beier Howlett, P.C.
3001 West Big Beaver Road, Suite 200
Troy, Michigan 48084
Attention: Timothy J. Currier

If to LMDP:

Lavery Michigan Dealership Properties No. 1, LLC
440 Lake Park Drive
Birmingham, Michigan 48009
Attention: Frederick A. Lavery, Jr.

AND

Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226
Attention: Stuart M. Schwartz

4. **Governing Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Michigan.

*[Remainder of page intentionally left blank
signatures on following pages.]*

SIGNATURE PAGE TO AGREEMENT
BY AND BETWEEN LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1, LLC AND THE CITY OF BIRMINGHAM

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective
Date.

**LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1, LLC**, a Michigan
limited liability company

By: _____
Frederick A. Lavery, Jr., Member

SIGNATURE PAGE TO AGREEMENT
BY AND BETWEEN LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1, LLC AND THE CITY OF BIRMINGHAM

CITY OF BIRMINGHAM, a Michigan
municipal corporation

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria Bingham, Clerk

Exhibit A to Agreement

Legal Description

Land situated in the City of Birmingham, Oakland County, Michigan, more particularly described as:

Woodward Parcel

Lot 3 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except that part taken for highway; also together with:

All of Lots 4 and 5 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records; also together with:

Lot 6 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except the Easterly part, beginning at the Northeast Lot corner; thence West 1.35 feet along the Lot line; thence Southerly 65.50 feet parallel to the East Lot line; thence South 52.89 feet to the Southeast Lot corner; thence Northerly along said Lot line to the beginning.

Commonly known as 835 and 845 Haynes Street
Tax Parcel No. 19-36-281-022

Haynes Parcel

Town 2 North, Range 10 East, Section 36, BOWERS ADDITION SUBDIVISION, as recorded in Liber 8, Page 26 of Plats, Oakland County Records. Easterly part of Lot 6 beginning at Northeast lot corner, thence Westerly 1.35 feet along North lot line, thence South 01 degrees 00 minutes 00 seconds West 65.50 feet parallel to East lot line, thence Southeasterly 52.89 feet to Southeast lot corner, thence Northerly 118.42 feet along East lot line to beginning, also all of Lots 7, 8 and 9, also Westerly part of Lot 10 measures 10.14 feet along North lot line and 10.58 feet along South lot line.

Commonly known as 907 and 911 Haynes Street
Tax Parcel No. 19-36-281-030

CLARK HILL

Stuart M. Schwartz
T (313) 965-8335
F (313) 309-6935
Email:SSchwartz@ClarkHill.com

Clark Hill PLC
500 Woodward Ave., Suite 3500
Detroit, MI 48226
T (313) 965-8300
F (313) 309-6935

clarkhill.com

December 17, 2020

VIA FEDERAL EXPRESS AND EMAIL

City of Birmingham
Planning Department
Attn: Ms. Jana Ecker
151 Martin St.
Birmingham, MI 48009
jecker@bhamgov.org

Re: **34350 Woodward Ave. (the “Woodward Property”) and 907-911 Haynes, Birmingham, MI 48009 (the “Haynes Property”)**

Dear Ms. Ecker:

Please let this letter serve as a supplement to Lavery Michigan Dealership Properties No. 1, LLC’s (“LMDP”) application to combine the Woodward Property and the Haynes Property. We ask that you add to the City Commission packet prior to Monday’s public hearing.

By way of background, LMDP appeared before the Planning Board on January 22, 2020 in regard to a Special Land Use Permit amendment (“SLUP”) and site plan amendment for the Woodward Property and the Haynes Property. At that time, City Planner Brooks Cowan noted that:

Although the construction of a surface parking [sic] does not appear to meet the intent of the Triangle District Plan, permitting this parking lot construction with the condition that the applicant reach an agreement with the City regarding the Worth Street realignment and extension could serve as an important step towards implementing the goals of the Triangle District Plan.

A copy of that memo is attached as **Exhibit 1**. Ultimately, Mr. Cowan recommended **approval** of LMDP’s application:

Based on a review of the site plan submitted, as well as the goals and intent of the Triangle District Plan, *the Planning Division recommends that the Planning Board RECOMMEND APPROVAL of the applicant’s request for Final Site Plan and a SLUP amendment to allow the demolition of the building at 907-911 Haynes Street* and for the property to be converted into a surface parking lot for

car sales, with the condition that the applicant reach an agreement with the City of Birmingham to comply with the goals of the Triangle District Plan, including but not limited to the accommodation of the Worth Street realignment.

Id. (emphasis added).

At the hearing on January 22, 2020, it became quickly evident that Planning Director Jana Ecker had a different view of LMDP's application. Ultimately, based on the direction in which Director Ecker was steering the conversation, LMDP decided to withdraw its application.

Thereafter, LMDP reached out to Director Ecker to discuss options relative to the Woodward Property and Haynes Property, including, without limitation, to discuss the plan for the Worth Street realignment project. Despite LMDP's best efforts, those discussions did not gain any traction and LMDP was left with no other option but to seek a lot combination, and limited its application accordingly at this time.

In response to LMDP's request for a lot combination, it appears the Planning Department is prepared to (pre) dispose of the application with a recommended denial of the same concept it previously recommended be approved. However, recently, Porsche rejected LMDP's draft plan and requested a number of revisions. Many of those revisions are not feasible at the Woodward Property and LMDP has not determined whether it will seek a modified SLUP amendment or take other action. Therefore, the factual basis for the Planning Department's memo is entirely misplaced.

Moreover, the Planning Departments proposed denial of LMDP's application is wholly inappropriate. Section 82-56 of the City of Birmingham's Code of Ordinances provides that the "planning director shall make the necessary studies and surveys of matters relating to city growth and development, advise the city manager as to the implementation of the city plan, furnish technical advice and assistance in planning and zoning matters and furnish such information and data to the city planning board, the design review board, and the historic district commission as they may require in the performance of their duties and functions." Accordingly, in recommending a denial, Director Ecker has exceeded the authority granted to her. Instead, the Planning Director should be proposing information and data to the City Commission so that it can make an informed decision. By simply recommending denial, Director Ecker has severely prejudiced LMDP's ability to have the City Commission fairly consider its request.

In addition to unduly prejudicing LMDP by recommending denial (instead of furnishing advice and information for the City Commission to make its decision), the Planning Department also has provided inaccurate information to the City Commission upon which its decision will be based regarding LMDP's future plans for the Woodward Property and the Hayne Property. **To be clear, LMDP is only seeking a lot combination at this time.** It has not reapplied for a SLUP amendment and therefore, the Planning Department's assumptions, based on LMDP's past application, is entirely misplaced. LMDP continues to evaluate options, which include, among

other things, closing the Porsche and Audi dealerships, seeking a revised SLUP amendment, and redevelopment of the combined lots. However, under all scenarios, a lot combination will be necessary and highly beneficial to the City.

LMDP also meets the standards set forth in Section 102-83 of the Ordinance relating to the combination of land parcels. With the exception of section (1), the Planning Department recognized that LMDP satisfies this standard as well. For the reasons that follow, LMDP believes that the City Commission can only conclude that a lot combination meets the standards set forth in the Ordinance:

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

In regard to the character of the area, the property is located within the City's Triangle District. The area is surrounded by a variety of uses and buildings ranging from one story to five stories in height which are mostly surrounded by surface parking. The lot combination will result in a combined parcel of land that is consistent with the character of the area and will indeed, enhance the character by the removal of an outdated building, that is not code compliant, on the Haynes Property.

In regard to zoning, the Woodward Property is zoned MU-7 in the Triangle Overlay District while the Haynes Property is zoned MU-5. Both parcels are zoned B-2 in the underlying Zoning District. Auto sales and auto showrooms are permitted with approval of a Special Land Use Permit in the MU-5 and MU-7 Zones, which LMDP obtained for the Woodward Property in 2010. The lot combination will not alter any aspect of zoning compliance for these properties. Rather, by allowing a lot combination, greater possibilities exist to develop these properties in compliance with the Zoning Ordinance.

The lot combination also complies with the Master Plan, and more importantly, the draft new Master Plan for the Triangle District. On November 11, 2020, the Planning Board held a study session regarding the first draft of the Master Plan, and specifically discussed the Triangle District, and "Haynes Square," which includes the Woodward Property and the Haynes Property. In the words of the City's consultant, Matt Lambert, "the whole area is a mess." He also noted numerous instances of dangerous road conditions for pedestrians, cyclists, and drivers, including, the sharp turn off of Woodward Avenue that fronts the Woodward Property. Mr. Lambert further noted that the failure to build a parking structure in the area has held back development. Mr. Lambert stated that the current Master Plan is not working for the area, and that the City will need to relax its development standards, with the greatest relief being afforded to the Rail

District, and other relief being afforded to surrounding areas, including Haynes Square.

As it relates to mixed use development, Mr. Lambert raised a number of questions regarding retail and questioned what businesses would survive the COVID-19 pandemic. He stated that it was important to talk about housing since the United States is massively “over retailled.” Based on these comments, strict compliance with the current Master Plan is infeasible and does not make sense.

Many of the Planning Board members had similar concerns. Mr. Boyle, for example, questioned the mechanisms for implementing the new Master Plan and noted that the City has failed in the past with trying to achieve compliance; specifically mentioning the lack of any parking deck solution in the Triangle District.

Despite all of these concerns, any future compliance with the Master Plan will be predicated on a combination of these lots. **As such, a lot combination clearly will result in a parcel of land consistent with the Master Plan’s land use requirements.**

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

The proposed combination is commercial, not residential, therefore this requirement is not applicable.

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

The proposed combination is commercial, not residential, therefore this requirement is not applicable.

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

The Triangle District has a variety of buildings types ranging in height and size, many of which are surrounded by large surface parking lots and therefore, **the lot combination meets this requirement.**

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

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

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

a.) *The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*

A lot combination will ultimately help to improve vehicular ingress and egress should the City vacate the land in front of the Woodward Property to LMDP. It should otherwise have no impact on adjacent land and buildings. **As such, the lot combination and building envelope meet this requirement and will not have any impact on vehicular ingress or egress. It will also not hinder or impair adjacent land or buildings.**

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

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

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

The proposed lot combination has no impact on the supply of light and air to adjacent properties or the ability of the City to provide essential services.

In addition to meeting the requirements of the Ordinance's standard for a lot combination, a lot combination also makes sense for the City. The Worth Street realignment, parking issues, and the possible vacating of the area between the Porsche dealership and Woodward Avenue are all

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Planning Department
December 17, 2020
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issues that should be resolved in the next ten years (if not sooner). Combining the lots opens numerous opportunities for these properties, while a failure to do so can only result in higher hurdles to change any aspect of these properties. Putting in place short term solutions, while these issues are resolved, will ultimately benefit LM DP and the City.

Sincerely,

CLARK HILL PLC

/s/Stuart M. Schwartz

Stuart M. Schwartz

SMS:dem
Enclosure

cc: Mr. Brooks Cowan, City Planner (via email to bcowan@bhamgov.org)

EXHIBIT 1



MEMORANDUM

Planning Department

DATE: January 22, 2020
TO: Planning Board
FROM: Brooks Cowan, City Planner
SUBJECT: 34350 Woodward & 907-911 Haynes Street Fred Lavery Special Land Use Permit amendment (SLUP) for lot combination and site plan amendment

Executive Summary

The subject properties are located at 34350 Woodward and 907-911 Haynes Street. Both parcels are zoned B-2, General Business. 34350 Woodward is zoned MU-7 in the Triangle Overlay District while 907-911 Haynes Street is zoned MU-5. Auto sales agencies require a Special Land Use Permit to operate in the B2 District, which can be obtained as long as they meet their obligations required by the City. The applicant, Fred Lavery Company, received a Special Land Use Permit in 2010 to operate a Porsche car dealership within the B2 Zone and MU-7 Triangle District Overlay at 34350 Woodward.

In 2016, the applicant received a temporary SLUP amendment to use the Haynes property as an office for the Porsche sales and management team for one year while renovations were made to the Porsche dealership at 34350 Woodward. Conditions of approval were that the applicant could not have cars for sale parked on 907-911 Haynes Street and that the applicant provide proof of adequate parking lot landscaping. It appears as though the applicant has continued to store cars at the 907-911 Haynes location.

The applicant is proposing to demolish the two story building on Haynes Street and construct a surface parking lot to accommodate a larger fleet of cars for sale. The Birmingham Zoning Ordinance requires that the applicant obtain a Special Land Use Permit Amendment and approval from the City Commission to expand the auto sales agency use. Accordingly, the applicant will be required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit amendment, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit amendment. **A lot combination will also be required to be approved by the City Commission.**

1.0 Land Use and Zoning

- 1.1 Existing Land Use – 34350 Woodward is a single story building used as a Porsche Dealership. 907-911 Haynes contains a two-story building where the first floor is unoccupied and the second floor is used as a spa.

1.2 Existing Zoning – Both properties are zoned B-2, Business-Residential. 34350 Woodward is zoned MU-7 in the Triangle Overlay District while 907-911 Haynes is zoned MU-5. The existing use and surrounding uses appear to conform to the permitted uses of each Zoning District.

1.3 Summary of Land Use and Zoning - The following chart summarizes existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Office	Retail/ Commercial (Walgreens)	Commercial (Goodwin & Scieszka Law)	Woodward Ave & Elm St Intersection
Existing Zoning District	B-2, General Business	B-2, General Business	B-2, General Business	B-2, General Business
Triangle Overlay Zoning District	MU-3	MU-7/MU-5	MU-5	MU-3

1.4 Proposed Use – The proposed use that would remain at 34350 Woodward is permitted within the MU-7 zoning district with a Special Land Use Permit. At this time, the applicant is requesting approval of a SLUP Amendment for 34350 Woodward to expand the use of the auto sales agency by expanding the parking lot to be used for storage and display of vehicles for sale to include the site at 907-911 Haynes Street.

2.0 Screening and Landscaping

2.1 Screening –All parking facilities must be screened in accordance with Article 4, section 4.53 of the Zoning Ordinance. A minimum 32” masonry screen wall is required. The applicant is proposing a new concrete wall to align with and match the existing concrete screen wall with a maximum height of 36” along Haynes Street. The existing brick screen wall in the northeast corner of the property is proposed to remain.

The length of the new proposed screenwall is not provided, although it appears to be longer than 50 feet. Article 4, Section 4.54(B)(5) requires a break in the screenwall every 50-100 feet. **The applicant must submit plans indicating a break in the screenwall to reduce the length of the gray concrete screening.**

The site plan also indicates a new DC battery charging box in the front of the property along Haynes Street that will be screened by Juniper Evergreens ranging from four to six feet in height.

- 2.2 Landscaping— There are no proposed landscape changes to the site at 34350 Woodward. This portion of the site plan has a landscaped display court with Pleached Linden trees along Elm Street. Changes to landscaping for 907-911 Haynes are proposed which includes a new landscaping bed along Haynes with new trees.

The size of the parking area exceeds 7,500 sq. ft. (approximately 29,000 sq ft after demolition), therefore the applicant must provide landscaping that equals 5% of the parking lot size. ($29,000 * 0.05 = 1,450$ square feet of required landscaping). The applicant has proposed 2,575 square feet of landscape coverage, thus satisfying the coverage requirement.

Article 04 section 4.20 LA-01 states that the interior planting areas shall be located in a manner that breaks the expanse of paving throughout the parking lot interior. Each interior planting area shall be at least 150 square feet in size, and not less than 8 feet in any single dimension. **The proposed landscaping is only located on the edges of the property, and does not break up the expanse of the parking lot interior. The applicant must place landscaping plantings no smaller than 150 square feet, and not less than 8 feet in any single dimension throughout the parking lot in a manner that breaks the expanse of paving throughout the parking lot interior, or obtain a variance from the Board of Zoning Appeals.**

Article 04 section 4.20 LA-01 also states there shall be at least one canopy tree for each 150 square feet or fraction thereof of interior planting area required. The applicant is required to provide 10 canopy trees ($1,450 / 150 = 10$) within the parking lot area, or obtain a variance from the Board of Zoning Appeals. The applicant has proposed 13 trees which satisfies the requirement. Seven of these trees are existing along the sides of the property which include two Katsura trees and five Pear trees. Five new trees are proposed along the front of the property which include two Pear trees and three Katsura trees while a Weeping Cherry tree will be transplanted on site.

3.0 Parking, Loading, Access, and Circulation

- 3.1 Parking – The Porsche showroom area is 5,730 square feet while the service area has three service bays. The applicant is required to provide one parking space for each 300 sq. ft. of floor area of sales room plus one space for each auto service stall, not to be used for new or used car storage. Accordingly, the applicant is required to provide a total of 22 spaces on site. The applicant has proposed a total of 66 parking spaces, with 23 parking spaces on the current 34350 Woodward site and a proposed 43 parking spaces on 907-911 Haynes. **The Zoning Ordinance requires that the 22 parking spaces required be available for employees**

and customers of the business for 34350 Woodward, and cannot be used as car storage for dealership inventory.

The applicant has also provided 3 bike racks which satisfies the Zoning Ordinance requirements of 1 for every 3000 square feet of building area.

3.2 Loading – The applicant has indicated there is an existing loading area on the east side of the Porsche dealership which is enclosed by an 8’ fence that screens the area from the right-of-way, therefore satisfying the Zoning Ordinance requirement of one loading space for a commercial use between 5,001-20,000 square feet.

3.3 Vehicular Access & Circulation - Vehicular access to the Porsche dealership on 34350 Woodward has two curb cuts for ingress and egress, one on Elm Street and one on Haynes Street. The applicant has indicated one curb cut for ingress and egress at the proposed parking lot expansion on 907-911 Haynes. The site plan also indicates a two-way access drive connecting the current dealership to the proposed parking lot.

An existing curb cut on 907-911 Haynes Street will be replaced with new sidewalk and street curb installed.

3.4 Pedestrian Access & Circulation –Pedestrian access is via sidewalks along Haynes and Elm. A pedestrian sidewalk connects the dealership entrance to the City sidewalk on Elm Street. The site plan does not indicate a pedestrian walkway from either curb cut along Haynes Street. **The applicant must submit plans indicating a pedestrian path through the parking lot at 907-911 Haynes Street where the screen wall opening is placed.**

3.5 Streetscape – This site is located within the Triangle District, which states that the sidewalk environment should accommodate ample space for pedestrians, street furniture and prominent storefronts. The Plan also states that there should be ample space for sidewalk cafés, street trees, pedestrian scale lights, benches and other elements in order to create a comfortable pedestrian experience

The applicant is not proposing any changes to the existing streetscape surrounding the current Porsche dealership. The site plan indicates four new tree well locations in front of 907-911 Haynes with Ginko Biloba trees planted and tree grates per Triangle District Standards. The proposed Haynes Street frontage will be 353 feet which will require 9 total street trees, therefore the applicant has satisfied this requirement.

The site plan also indicates two new benches and a trash receptacle in front of 907-911 Haynes Street that appear to be the same type and make as the existing benches and trash receptacles in front of the dealership at 34350 Woodward. Three new bike racks along the sidewalk are also proposed.

Five new Lumenton Street Light Models PT90 pedestrian scale street lights are proposed in front of 907-911 Haynes Street to match existing street lights and conform to the Triangle District Standards.

4.0 Lighting

The applicant is not proposing any lighting changes to the current dealership at 34350 Woodward Haynes. The site plan for 907-911 Haynes indicates four new light poles to illuminate the proposed parking lot. The Proposed lights are Tru-Tribute pulse start metal halide 100-400 watt full-cutoff luminaires. Light pole plans indicate a height of 16 feet which satisfies the ordinance.

The photometric plan for the proposed parking lot indicates a foot-candle ratio of 13.63 within the circulation area which satisfies the requirements of 20 or less in Article 4, Section 4.21(F)(3).

5.0 Departmental Reports

- 6.1 Engineering Division – Engineering Division has not yet provided comments, but will do so prior to the meeting on January 22, 2020.
- 6.2 Department of Public Services – No concerns were reported.
- 6.3 Fire Department – Fire Department has not yet provided comments, but will do so prior to the meeting on January 22, 2020.
- 6.4 Police Department - No concerns were reported from the Police Dept.
- 6.5 Building Division – The additional parking spaces will require another accessible parking space be provided in addition to the two existing. One of the three will need to be van accessible.

6.0 Design Review

The applicant has proposed to remove the two-story building at 907-911 Haynes Street to make way for a 43 space surface parking lot. The parking lot will be surrounded by a concrete screenwall and additional landscaping. The parking lot will be accommodated with new AC & DC charging stations for vehicles.

No changes to the existing Porsche Dealership building at 34350 Woodward are proposed at this time. The site plan does indicate a new access drive connecting 34350 Woodward to 907-911 Haynes. See Figure 1 for an aerial of this area.

7.0 Signage Review

No changes or additions to the signage have been proposed. The applicant currently has signs advertising "Fred Lavery", "PORSCHE", a Porsche logo wall sign, and a Porsche logo ground sign.

8.0 Birmingham Triangle District

The opening paragraph for the Triangle District Plan states, "*The Triangle District is a stage for bold and distinctive architecture that creates a unique identity for the neighborhood and City. Building masses are the primary features, replacing the bleak parking lots that currently dominate the landscape*" (pg. 1).

In regards to the Development Plan Summary, "*Infill development and redevelopment is recommended to create a distinct character for the Triangle District while complementing the Downtown and surrounding neighborhoods,*" (pg. 4).

The Triangle District Plan advocates for an increase in building density to replace the large surface parking areas that currently exist. Demolishing a two-story building to make way for a larger surface parking lot appears to be counterproductive to what the Triangle District Plan recommends.

In regards to the recommended Worth Street Plaza and Worth Street realignment, the subject site faces the suggested urban plaza which is recommended to be "*... an island of activity bounded by tree-lined sidewalks and brick lined local streets, and enclosed by five to seven story buildings,* (pg. 10). **Constructing a 43-space surface parking lot to serve an expanding car dealership does not appear to meet the intent of the Triangle District Plan's vision for the spaces surrounding Worth Plaza.**

In regards to rerouting Worth Street, the *Circulation* section of the Triangle District Plan states:

*Currently Worth Street ends at Haynes Street. This prevents circulation between the Triangle District's northern and southern halves. Worth should be realigned parallel to Woodward Avenue and extended to Bowers. This will improve north/south interior connectivity with the Triangle District and better link the north and south halves of the District, which will help support redevelopment of the area. This road reconfiguration will also allow the creation of Worth Plaza in the heart of the Triangle District. The alignment of Worth Street will be through the rear of the Borders (Now Walgreens) parking lot and buildings currently located between Bowers and Haynes. **Therefore Worth Street realignment will need to be done in conjunction with the development of a parking structure and redevelopment of the properties on the north side of Haynes. The specific alignment shown on this plan is conceptual and could be varied, provided the ultimate alignment created Worth Plaza (pg. 19).***

Phase I of the Triangle District Plan states that Worth Plaza is the centerpiece of the plan and also mentions the necessity of acquiring additional roadway right-of-way stating:

There are two key improvements that will be necessary precursors to the successful implementation of Phase I. They are the realignment of Worth Street to create the Worth Plaza open space and a substantial public or public-private parking deck. The reconfiguration Worth Street requires public acquisition of additional roadway right-of-way and includes the extension of Worth Street to Bowers (pg. 26).

See Figure 2 for Triangle District Urban Design Plan.

On February 3rd, 2012, a similar situation regarding Worth Street realignment on the rear property line of Walgreens was brought to City Commission. A condition of approval for the Walgreens SLUP was that Walgreens grant a portion of property to the City for future rerouting of Worth Street. An agreement was reached between the City and the property owner, hence the triangular piece of property on the east side of Walgreens which is now owned by the City of Birmingham. See Figures 1 & 3.

The Triangle District Plan recommends acquiring additional land for the Worth Street realignment during redevelopment of the properties on the north side of Haynes which would include this subject's application. 907-911 Haynes plays a crucial role in the realignment of Worth Street and connecting Worth Street to Bowers Street as the subject site is located in the Triangle District Urban Design Plan's Worth Street right-of-way extension.

Although the construction of a surface parking does not appear to meet the intent of the Triangle District Plan, permitting this parking lot construction with the condition that the applicant reach an agreement with the City regarding the Worth Street realignment and extension could serve as an important step towards implementing the goals of the Triangle District Plan.

Figure 1: Parcel Map and Aerial Image of Subject Properties:



Figure 2: Triangle District Urban Design Plan

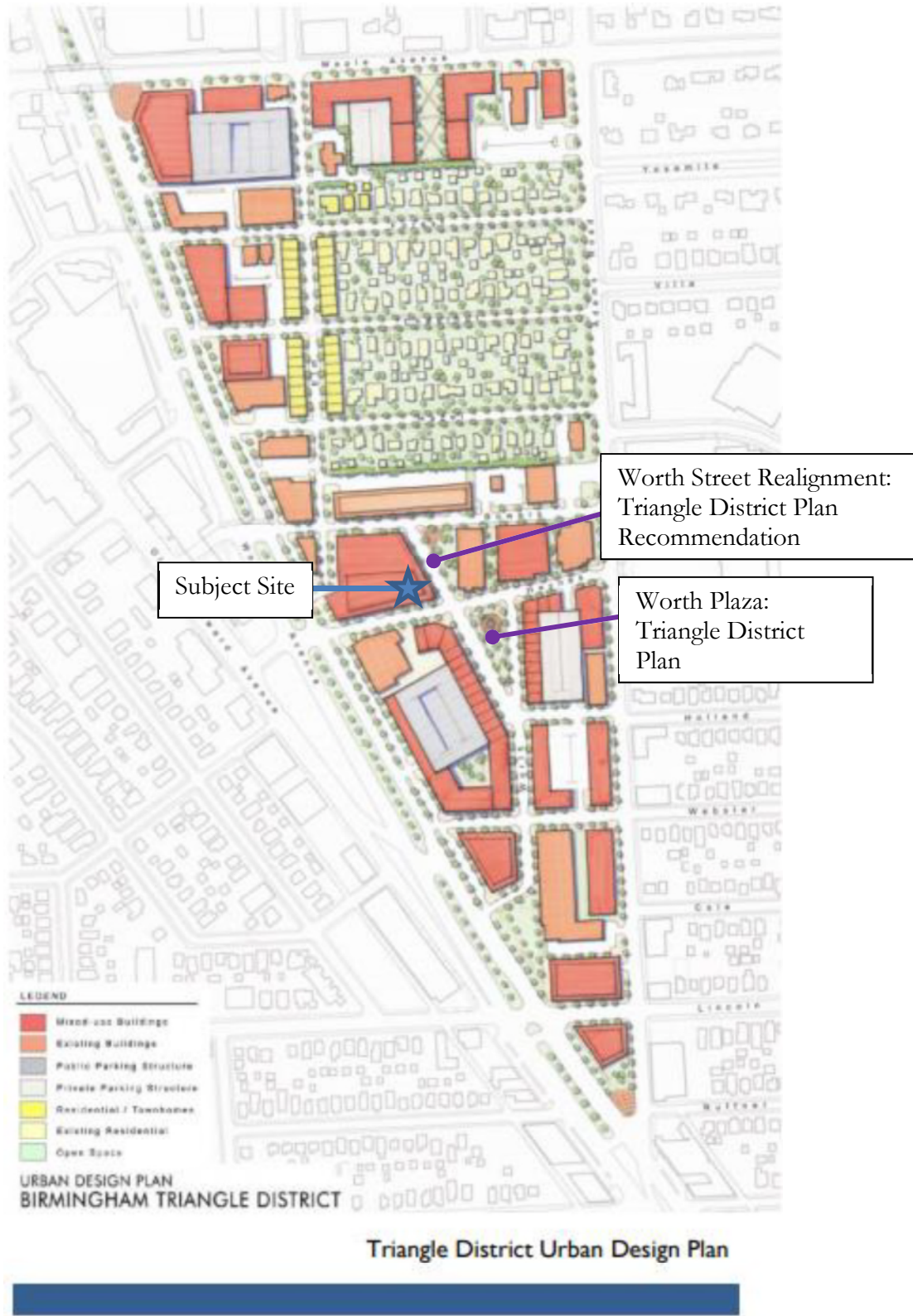


Figure 3: Current Parcel Outlines Overlaid on Triangle Design Plan



9.0 Approval Criteria for Final Site Plan

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property not diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

10.0 Approval Criteria for Special Land Use Permits

Article 07, section 7.34 of the Zoning Ordinance specifies the procedures and approval criteria for Special Land Use Permits. Use approval, site plan approval, and design review are the responsibilities of the City Commission. This section reads, in part:

Prior to its consideration of a special land use application (SLUP) for an initial permit or an amendment to a permit, the **City Commission shall refer the site plan and the design to the Planning Board for its review and recommendation. After receiving the recommendation, the City Commission shall review the site plan and design of the buildings and uses proposed** for the site described in the application of amendment.

The City Commission's approval of any special land use application or amendment pursuant to this section shall constitute approval of the site plan and design.

11.0 Suggested Action

Based on a review of the site plan submitted, as well as the goals and intent of the Triangle District Plan, the Planning Division recommends that the Planning Board RECOMMEND APPROVAL of the applicant's request for Final Site Plan and a SLUP amendment to allow the demolition of the building at 907-911 Haynes Street and for the property to be converted into a surface parking lot for car sales, with the condition that the applicant reach an agreement with the City of Birmingham to comply with the goals of the Triangle District Plan, including but not limited to the accommodation of the Worth Street realignment.

12.0 Sample Motion Language

Based on a review of the site plan submitted, as well as the goals and intent of the Triangle District Plan, the Planning Board RECOMMENDS APPROVAL of the applicant's request for Final Site Plan approval to allow the demolition of the 907-911 Haynes Street building and for the property to be converted into a surface parking lot for car sales with the following conditions;

1. The applicant reach an agreement with the City of Birmingham to comply with the goals of the Triangle District Plan, including but not limited to the accommodation of the Worth Street realignment;
2. The applicant obtain lot combination approval from City Commission; and
3. The applicant break up the expanse of the parking lot with various landscaping islands.
4. The applicant provide a break in the new screenwall;
5. The applicant provide a pedestrian pathway through the lot currently at 907-911 Haynes where the new screenwall opening is placed; and
6. The applicant ensures that 22 of the parking spaces are used for employee and customer parking only and not used for the storage of new or used vehicles for sale, lease or repair.

AND

Based on a review of the site plan submitted, as well as the goals and intent of the Triangle District Plan, the Planning Board RECOMMENDS APPROVAL of the applicant's request for a Special Land Use Permit amendment to allow the demolition of the 907-911 Haynes Street building and for the property to be converted into a surface parking lot for car sales with the following conditions;

1. The applicant reach an agreement with the City of Birmingham to comply with the goals of the Triangle District Plan, including but not limited to the accommodation of the Worth Street realignment;
2. The applicant obtain lot combination approval from City Commission; and
3. The applicant break up the expanse of the parking lot with various landscaping islands.
4. The applicant provide a break in the new screenwall;

5. The applicant provide a pedestrian pathway through the lot currently at 907-911 Haynes where the new screenwall opening is placed; and
6. The applicant ensures that 22 of the parking spaces are used for employee and customer parking only and not used for the storage of new or used vehicles for sale, lease or repair.

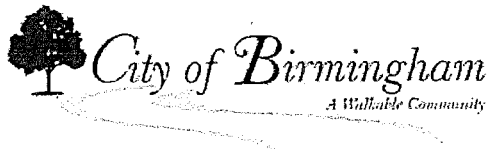
OR

Based on a review of the site plan submitted, the Planning Board RECOMMENDS DENIAL of the applicant's request for Final Site Plan and a SLUP Amendment to allow the demolition of the 907-911 Haynes Street building and for the property to be converted into a surface parking lot for car sales for the following reasons:

1. _____
2. _____
3. _____
4. _____
5. _____

OR

Motion to POSTPONE the Final Site Plan and SLUP Amendment to the City Commission for Lavery Porsche at 34350 Woodward & 907-911 Haynes, with the following conditions:



Combination of Platted Lots Application Planning Division

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

1. Applicant

Name: Lavery Michigan Dealership No. 1, LLC
 Address: _____
440 Lake Park, Birmingham, MI 48009
 Phone Number: _____
 Fax Number: _____
 Email address: _____

2. Property Owner

Name: Lavery Michigan Dealership No. 1, LLC
 Address: 440 Lake Park, Birmingham, MI 48009

 Phone Number: _____
 Fax Number: _____
 Email address: _____

3. Applicant's Attorney/Contact Person

Name: Stuart Schwartz
 Address: _____
500 Woodward Ave., Suite 3500, Detroit, MI 48226
 Phone Number: 313-965-8335
 Fax Number: 313-309-6935
 Email address: SSchwartz@clarkhill.com

4. Project Designer/Developer

Name: PEA, Inc.
 Address: _____
2430 Rochester Ct., Ste. 100, Troy, MI 48083
 Phone Number: 248-689-9090
 Fax Number: 248-689-1044
 Email address: tshelly@peainc.com

5. Project Information

Address/Location of Property: 34350 Woodward Ave./907-911 Haynes

 Sidwell #: 19-36-281-030 and 19-36-281-022
 Parcel #: _____
 Current Zoning: MU5/MU7 Triangle Overlay B-2

Legal Description: See attached survey

6. Required Attachments

- | | |
|---|---|
| <p>I. Two (2) copies of a <i>registered</i> land survey showing:</p> <ul style="list-style-type: none"> i. All existing and proposed platted lot lines; ii. Legal descriptions of proposed lots; iii. Locations of existing/surrounding structures for at least 500 ft. in all directions; iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked; | <ul style="list-style-type: none"> II. One (1) digital copy of plans; III. Proof of ownership; IV. Written statement of reasons for request; V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner; VI. Sketches of proposed development (<i>optional</i>); VII. Other data having a direct bearing on the request. VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments. |
|---|---|

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

See attached summary.

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

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

Signature of Property Owner: *Fred Lavery* Date: 8/11/20

Print Name: Fred Lavery member

Signature of Applicant: *Fred Lavery* Date: 8/11/20

Print Name: Fred Lavery member

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

Combination of Platted Lots

Overview of the Process:

Step 1 – Make an appointment with a city planner: A conceptual survey plan must be presented to a city planner prior to acceptance of an application for Combination of Platted Lots. This meeting is intended for information sharing and general guidance.

Step 2 – Combination of Platted Lots Application filed: An application is deemed complete upon submission and acceptance of the completed application form and all required documentation. Once an application is deemed complete, a petitioner will be scheduled for a public hearing before the Birmingham City Commission, which will be at least 15 days after submission of the application.

Step 3 – Departmental Review: Submitted survey plans are sent to appropriate departments for review. Comments are returned to the Planning Division prior to final review by Planning Division personnel.

Step 4 – Notices of Public Hearing: Notices are sent by the City Clerk to all property owners within 300' of the subject property at least 15 days prior to the City Commission Public Hearing meeting at which the application will be considered.

Step 5 – Review Report: The Planning Division reviews the application and prepares a report to the City Commission for consideration at the public hearing.

Step 6 – Public Hearing at the City Commission: Birmingham City Commission meets to consider the application for Combination of Platted Lots. Petitioner appears before City Commission to answer any questions.

Step 7 – Decision: The City Commission approves, denies, or postpones the Combination of Platted Lots application.

Combination of Platted Lots Application Requirements:

1. A complete Combination of Platted Lots application is to be submitted to the Community Development Department.
2. The application must be completed in its entirety and signed by the owners or applicants.
3. The application must be accompanied by the following supporting documentation:
 - a. Proof of ownership
 - b. Written statement of reasons for request
 - c. A letter of authority or power of attorney in the event the application is made by a person other than the property owner
 - d. Two (2) copies of a **registered** land survey showing:
 - i. All existing and proposed platted lot lines
 - ii. Legal descriptions of proposed lots
 - iii. Locations of existing/surrounding structures and setbacks for at least 500 feet in all directions
 - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked.
 - v. One set of survey plans mounted on display boards
 - vi. Any other data having a direct bearing on the request
4. All taxes and special assessments must be paid at the time of application.
5. All water bills must be paid at the time of application.
6. All building permits must be obtained at the time of application.
7. Signatures from the City of Birmingham Treasurer, Water Department, and Building Department are required.
8. Signatures of the property owner and applicant are required.
9. Fee: \$200.00 per parcel affected in the request, minimum fee: \$400.00

CHECK CONTROL NO. 67646

ISSUED BY: SHANNON MOIR

FRED LAVERY COMPANY
BIRMINGHAM, MICHIGAN 48009-0924

PAGE 1C

INVOICE STOCK NO.	INVOICE DATE	PURCHASE ORDER NO.	COMMENT/V.I.N.	AMOUNT	DISCOUNT/ACCOUNT NO.	NET AMOUNT
	081120	APPLICATION	FEE			400.00
				67646	110000	-400.00
				CITYOFBIRM	253200	400.00
				TOTAL	110000	400.00

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

REMITTANCE ADVICE

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

WATERMARK ON BACK. HOLD AT ANGLE TO VIEW WHEN CHECKING ENDORSEMENT.

TO REORDER 8800053 CALL 1-800-237-2372



34602 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009-0924
(248) 645-5930



67646

67646

6-12
410

DATE
11AUG20

PAY THIS AMOUNT		
*****400	DOLLARS	00 CENTS

AMOUNT OF CHECK
*****400.00

VOID AFTER 90 DAYS

Shannon Moir

TO THE ORDER OF

CITY OF BIRMINGHAM
BIRMINGHAM MI 48009

WZ623124-10-19

⑈0000067646⑈ ⑆041000124⑆

4231566106⑈

CLARK HILL

Stuart M. Schwartz
T (313) 965-8335
F (313) 309-6935
Email:SSchwartz@ClarkHill.com

Clark Hill PLC
500 Woodward Ave., Suite 3500
Detroit, MI 48226
T (313) 965-8300
F (313) 309-6935

clarkhill.com

August 27, 2020

VIA US MAIL AND E-MAIL

City of Birmingham
Planning Department
Attn: Ms. Jana Ecker
151 Martin St.
Birmingham, MI 48009
jecker@bhamgov.org

**RE: 34350 Woodward Ave. (the “Woodward Property”) and 907-911 Haynes,
Birmingham, MI 48009 (the “Haynes Property”)**

Dear Ms. Ecker:

Clark Hill PLC is legal counsel to Lavery Michigan Dealership Properties No. 1, LLC (“LMDP”), the owner of the Woodward Property and the Haynes Property (collectively, “Lavery Properties”). Enclosed herewith, please find the following documents relative to LMDP’s application to combine the Woodward Property and Haynes Property into one lot:

1. Combination of Platted Lots Application;
2. Two (2) copies of the registered land survey;
3. Proof of ownership;
4. Sketches of the proposed development; and
5. One digital copy of plans.

In addition, this letter shall serve as LMDP’s details of the proposed development.

In 2010, LMDP received a Special Land Use Permit (“2010 SLUP”) for the Woodward Property to operate a Porsche car dealership within the B2 Zone and MU-7 Triangle District Overlay. Auto show rooms and sales agencies are permitted uses in the MU-5 and MU-7 zones of the Triangle Overlay District pursuant to a Special Land Use Permit. It is our understanding that in 2016, the Planning Board and City Commission approved an amendment to the 2010 SLUP to allow for the temporary use of the Haynes Property as an office for the Audi sales and management team, while renovations were being completed at the Lavery Audi dealership located at 34602 Woodward Ave., Birmingham, MI (the “Temporary SLUP Amendment”). Under the Temporary SLUP Amendment, LMDP could use the Haynes Property as offices for the Audi car dealership while Spa Mariana remained on the second floor. LMDP now proposes

August 27, 2020

Page 2

to modify the site plan of the Woodward Property in combination with the Haynes Property pursuant to the enclosed site plan in order to accommodate changes in Porsche's dealership requirements. To be clear, at this time, LMDP is not requesting a change to the 2010 SLUP or the Temporary SLUP Amendment. Rather, LMDP is only requesting that the Lavery Properties be combined into one lot. LMDP is also not making any modifications to the Porsche dealership or the existing use associated with the Porsche dealership. Upon approval of that combination, LMDP will then seek an amendment to the 2010 SLUP as described below.

By way of background, newly enacted United States and European Union regulations require that Porsche have an all-electric (full electric and hybrid electric) fleet of vehicles by 2025. This new fleet of vehicles requires dealerships to install a new electric vehicle infrastructure. Four parking spaces at the Woodward Property will be converted for electric vehicle charging stations and will no longer be available for customer and inventory parking. Those spaces will be available to the public's use. In order to accommodate customer and inventory parking, spaces will need to be relocated to the Haynes Property. In furtherance of this plan, LMDP will be adding extensive landscaping and a screening wall along Haynes Street as more particularly depicted on the accompanying site plans and drawings.

It is no secret that parking remains a major concern throughout the City of Birmingham. As set forth in the 2007 Triangle District Urban Design Plan, "[p]arking needs to be provided more efficiently than the current configuration of disjointed surface parking lots. Redevelopment should incorporate multi-level parking structures and maximize the use of on-street parking. More efficient use of shared parking facilities will allow for redevelopment that is more pedestrian oriented and less dominated by parking lots." "A more efficient means of accommodating parking is needed in the Triangle District. In the short term, a shared parking program may reduce parking demand. As the Triangle District redevelops, this plan recommends a managed parking system with a combination of parking on-street, in structures and in limited surface lots to ensure that convenient parking is provided to the uses with the greatest demand and that there is efficient use of land. ***Construction of a parking structure is an imperative element of the plan and should be implemented during the first phase.***" (emphasis added). Unfortunately, to date, the City has not constructed a parking structure. After more than a decade since this plan was created, there is no managed parking system for the Triangle System, no parking garage, and no public plans to implement a managed parking system.

LMPD's proposal is meant as a short-term measure until the City can implement the vision set forth in the Triangle District Urban Design Plan, build a parking garage and implement a managed parking system. The use of the combined lots is an appropriate place-holder that will cause the demolition of a dilapidated building and the beautification of the Haynes Property. It is not possible and would not be prudent to redevelop these lots without adequate parking capacity. By approving this lot combination, the land will remain available for future development in accordance with the Triangle District Plan.

August 27, 2020
Page 3

Please schedule this request for the earliest available hearing. If you need any additional information or if you would like to discuss, do not hesitate to contact me.

Sincerely,

CLARK HILL PLC

/s/Stuart M. Schwartz

Stuart M. Schwartz

SMS:at
Enclosure

cc: Mr. Brooks Cowan, City Planner (via email to bcowan@bhamgov.org)

6

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

MAY 15 2015

1.00

PV

ANDREW E. MEISNER, County Treasurer
Sec 135, Act 206, 1893 as amended

LIBER 48188 PAGE 142
\$22.00 DEED - COMBINED
\$4.00 REMONUMENTATION
\$17,200.00 TRANSFER TX COMBINED
05/18/2015 03:32:24 PM RECEIPT# 56415
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX



DAKLAND	\$2,200.00 CO
05/18/2015	\$15,000.00 ST
56415	001002777

★ ★ ★ ★ ★

WARRANTY DEED

THEODORE N. MITCHELL AND KATHY MITCHELL, husband and wife, GREGORY MITCHELL AND ATHINA MITCHELL, husband and wife, AND MARK MITCHELL AND MARTHA MITCHELL, husband and wife (collectively, "Grantor"), whose address is 339 N. Center Street, Northville, Michigan 48167 ("Grantor"), conveys and warrants to Lavery Michigan Dealership Properties a Michigan limited liability company ("Grantee"), whose address is 33583 Woodward Ave. Birmingham the premises situated in the City of Birmingham, Oakland County, Michigan, more specifically described as: **HI 48009

*No. 1, LLC, a Michigan limited liability company

See Exhibit A hereto

for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith, subject only to the exceptions set forth on Exhibit B hereto.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated: April 30, 2015

OK-LB

SP
A
cert

[SIGNATURES BEGIN ON NEXT PAGE]

1508076

Warranty Deed

26

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2015 MAY 13 AM 10:59

GRANTOR:

Theodore N. Mitchell

Theodore N. Mitchell

Kathy Mitchell

Kathy Mitchell, his wife

Gregory Mitchell

Gregory Mitchell

Athina Mitchell

Athina Mitchell, his wife

Mark Mitchell

Mark Mitchell

Martha Mitchell

Martha Mitchell, his wife

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing instrument was acknowledged before me in OAKLAND County, Michigan, this 10th day of June, 2010, by Theodore N. Mitchell and Kathy Mitchell, his wife.

Sandra J. Melki

Print name: Sandra J. Melki
Notary Public

State of Michigan, County of _____

My commission expires _____

Acting in the County of _____

Sandra J Melki
Notary Public of Michigan
Oakland County
Expires 05/13/2013
Acting in the County of OAKLAND

Warranty Deed

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

The foregoing instrument was acknowledged before me in Oakland County, Michigan, this 6th day of June, 2010, by Gregory Mitchell and Athina Mitchell, his wife.

Sandra J. Meeki
Print name: Sandra J. Meeki
Notary Public

State of Michigan, County of _____
My commission expires _____
Acting in the County of _____

Sandra J Meeki Notary Public of Michigan Oakland County Expires 05/13/2013 Acting in the County of <u>OAKland</u>

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

The foregoing instrument was acknowledged before me in OAKland County, Michigan, this 10th day of June, 2010, by Mark Mitchell and Martha Mitchell, his wife.

Sandra J. Meeki
Print name: Sandra J. Meeki
Notary Public

State of Michigan, County of _____
My commission expires _____
Acting in the County of _____

Sandra J Meeki Notary Public of Michigan Oakland County Expires 05/13/2013 Acting in the County of <u>OAKland</u>

Drafted by and when recorded return to:
Howard N. Luckoff, Esq.
Honigman Miller Schwartz and Cohn LLP
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226

Send subsequent tax bills to: Grantee

Recording Fee: \$ _____

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Birmingham, Oakland County, Michigan, more particularly described as:

Lot 3 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except that part taken for highway; also together with:

All of Lots 4 and 5 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records; also together with

Lot 6 of "Bowers Addition", according to the plat thereof recorded in Liber 8 of Plats, Page 26, Oakland County Records, except the Easterly part, beginning at the Northeast Lot corner; thence West 1.35 feet along the Lot line; thence Southerly 65.50 feet parallel to the East Lot line; thence South 52.89 feet to the Southeast Lot corner; thence Northerly along said Lot line to the beginning.

Sidwell #: 19-36-281-022
Commonly Known As: 835 and 845 Haynes Street

EXHIBIT B

EXCEPTIONS

1. Taxes and assessments for the year 2010 and thereafter which constitute a lien on the Property but are not yet due and payable.
2. Highway Easement recorded in Liber 53, Page 355 of Miscellaneous Records, Oakland County Records, Michigan.

OAKLAND.1841170.1

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

LIBER 47102 PAGE 586
\$19.00 DEED - COMBINED
\$4.00 REMONUMENTATION

06/06/2014 03:17:34 PM RECEIPT# 53438
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

JUN 06 2014

1.00

ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

00-1862



COVENANT DEED

Agim Bardha and Sheriban Bardha, husband and wife (collectively, "Grantor"), whose address is 550 Bates, Birmingham, Michigan 48009, hereby sells, conveys, grants and bargains to Lavery Michigan Dealership Properties No. 1, LLC, a Michigan limited liability company ("Grantee"), whose address is 440 Lake Park Drive, Birmingham, Michigan 48009, the premises situated in the City of Birmingham, Oakland County, Michigan, more specifically described as:

See Exhibit A hereto

for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith.

Grantor, for itself, its successors and assigns, covenants, grants, bargains, and agrees to and with Grantee, its successors and assigns, that, subject to the exceptions set forth on Exhibit B hereto, Grantor has not done, committed or knowingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, or shall or may be, charged or encumbered in title, estate or otherwise.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[SIGNATURES ON NEXT PAGE]

OK = LG

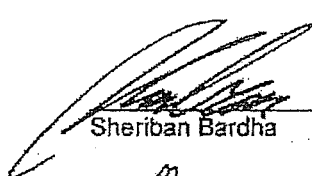
RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2014 JUN -6 PM 3:17

REVENUE TO BE AFFIXED
AFTER RECORDING

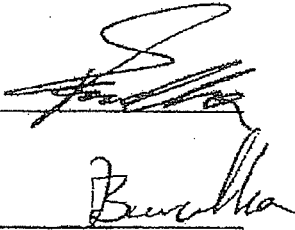
Covenant Deed
Page 1 of 2

**SIGNATURE PAGE TO COVENANT DEED FROM
SHERIBAN AND AGIM BARDHA TO LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1, LLC**

GRANTOR:



 Sheriban Bardha

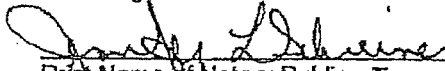


 Agim Bardha

Dated as of June 2, 2014

STATE OF MICHIGAN)
) SS.
 COUNTY OF OAKLAND)

This instrument was acknowledged before me in Oakland County, Michigan, on the 2nd of June, 2014, by Sheriban Bardha and Agim Bardha.



 Print Name of Notary Public: Jennifer L. Schreiner
 Notary Public, State of Michigan, County of Oakland
 My commission expires: 4/14/20
 Acting in the County of Oakland

Drafted by and when recorded return to:
 Sarah Baumgartner, Esq.
 Honigman Miller Schwartz and Cohn LLP
 660 Woodward Avenue
 2290 First National Building
 Detroit, MI 48226-3506

When Recorded Return to:
 Title Source, Inc. -
 Commercial Team
 662 Woodward Avenue
 Detroit, MI 48226
 TSI#: 58767941

Send subsequent tax bills to: Grantee

Recording Fee: \$ _____

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

EXHIBIT A - LEGAL DESCRIPTION

Tax ID Number(s): 19-36-281-030

Land Situated in the City of Birmingham in the County of Oakland in the State of MI

Town 2 North, Range 10 East, Section 36, BOWERS ADDITION SUBDIVISION, as recorded in Liber 8, Page 26 of Plats, Oakland County Records. Easterly part of Lot 6 beginning at Northeast lot corner, thence Westerly 1.35 feet along North lot line, thence South 01 degrees 00 minutes 00 seconds West 65.50 feet parallel to East lot line, thence Southeasterly 52.89 feet to Southeast lot corner, thence Northerly 118.42 feet along East lot line to beginning, also all of Lots 7, 8 and 9, also Westerly part of Lot 10 measures 10.14 feet along North lot line and 10.58 feet along South lot line.

Client Reference: 907 & 911 Haynes St., Birmingham, MI 48009

EXHIBIT B

EXCEPTIONS

1. Lease dated June 3, 2010 between Sheriban and Agim Bardha and Spa Mariana, LLC, successor in interest to Corpo Chair Massage, LLC.

**CERTIFICATE OF SURVEY
ORIGINAL PARCEL CONFIGURATION**

LEGAL DESCRIPTION

(Per Survey Oakland)

19-36-281-030

T2N, R10E, SEC 36 BOWERS ADD ELY PART OF LOT 6 BEG AT NE LOT COR, TH WLY 1.35 FT ALG N LOT LINE, TH S 01-00-00 W 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY 118.42 FT ALG E LOT LINE TO BEG, ALSO ALL OF LOTS 7, 8 & 9, ALSO WLY PART OF LOT 10 MEAS 10.14 FT ALG N LOT LINE & 10.58 FT ALG S LOT LINE

LEGAL DESCRIPTION

(Per Survey Oakland)

19-36-281-022

T2N, R10E, SEC 36 BOWERS ADD LOT 3 EXC THAT PART TAKEN FOR HWY, ALL OF LOTS 4 & 5, ALSO LOT 6 EXC ELY PART BEG AT NE LOT COR, TH W 1.35 FT ALG N LOT LINE, TH SLY 65.50 FT PARA TO E LOT LINE, TH SELY 52.89 FT TO SE LOT COR, TH NLY ALG LOT LINE TO BEG



PEA, Inc.

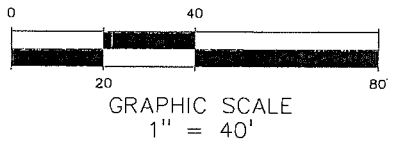
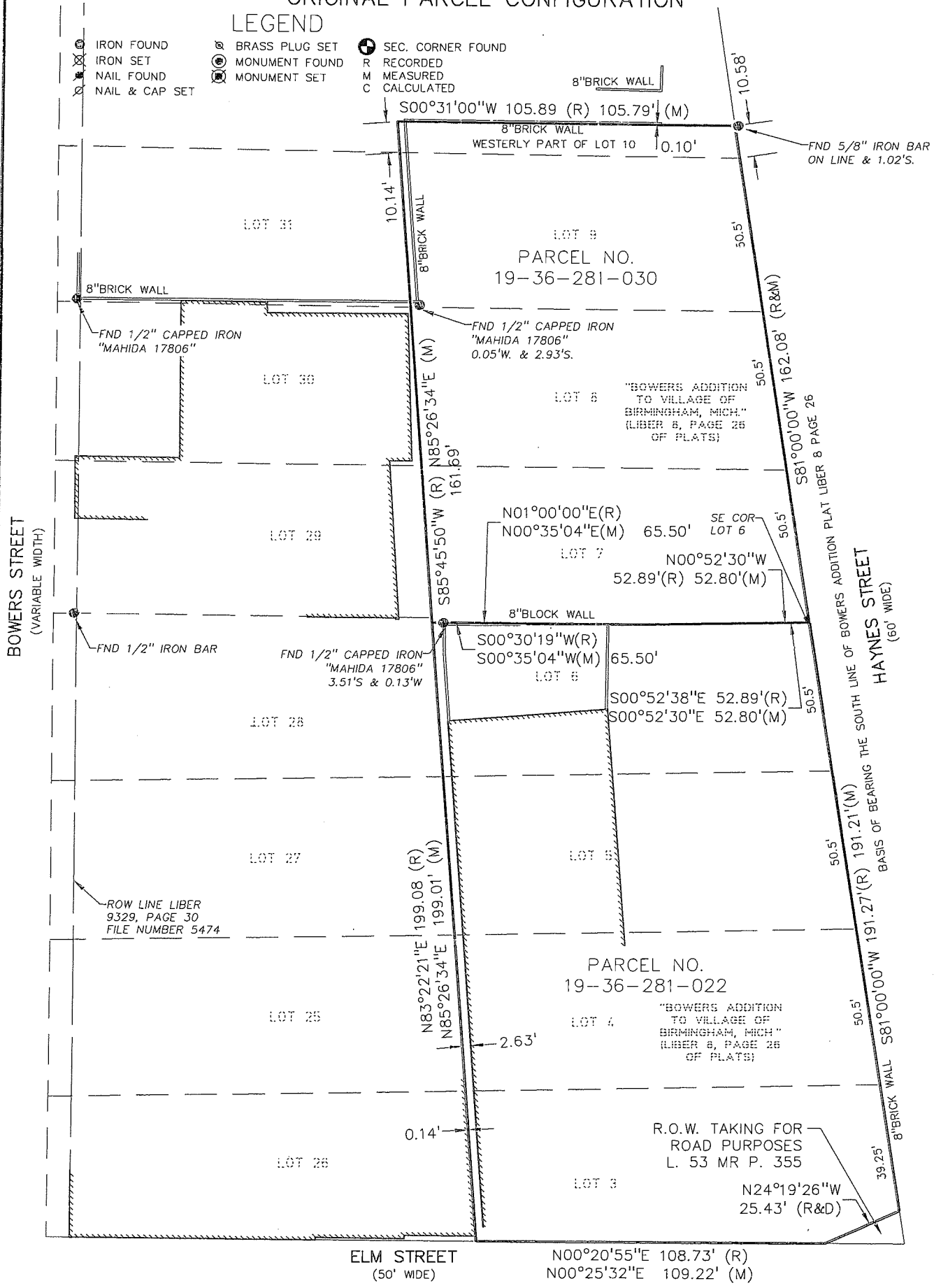
2430 Rochester Ct, Ste 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: Lavery Michigan Dealership Properties No. 1, LLC 909 HAYNES STREET BIRMINGHAM, MICHIGAN 48009	SCALE: —	JOB No: 2019-344
	DATE: 9/18/19	DWG. No: 1 of 4

CERTIFICATE OF SURVEY ORIGINAL PARCEL CONFIGURATION

LEGEND

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> ⊗ IRON FOUND ⊗ IRON SET ⊗ NAIL FOUND ⊗ NAIL & CAP SET | <ul style="list-style-type: none"> ⊗ BRASS PLUG SET ⊗ MONUMENT FOUND ⊗ MONUMENT SET | <ul style="list-style-type: none"> ⊙ SEC. CORNER FOUND R RECORDED M MEASURED C CALCULATED |
|--|--|---|



CLIENT: Lavery Michigan Dealership Properties No. 1, LLC 909 HAYNES STREET BIRMINGHAM, MICHIGAN 48009	SCALE: 1" = 40' DATE: 9/18/19	JOB No: 2019-344 DWG. No: 2 of 4	PEA, Inc. 2430 Rochester Ct, Ste 100 Troy, MI 48063-1872 t: 248.689.9090 f: 248.689.1044 www.peainc.com
---	--	---	---

CERTIFICATE OF SURVEY
PROPOSED PARCEL CONSOLIDATION

LEGAL DESCRIPTION

(Per PEA Inc.)

Combined Parcel

Land situated in the City of Birmingham, County of Oakland, State of Michigan
 Described as follows:

A parcel of land lying in "Bowers Addition" being a part of Section 36, Town 2 North, Range 10 East, including all of lots 3, 4, 5, 6, 7, 8, 9, and the westerly 10.14 feet along the northerly line of Lot 10 and the westerly 10.58 feet along the southerly line of Lot 10, excluding a portion taken for Right-of-Way purposes, as described in Liber 53 Miscellanies Records, Page 355,, more particularly described as;

Commencing at the southwest corner of Lot 3, thence N81°00'00"E, 10.79 feet along the south line of said Lot 3 to the Point of Beginning;
 thence N24°19'26"W, 25.43 feet;
 thence N00°25'32"E, 109.22 feet along the West Line of said Lot 3 and the East Line of Elm Street;
 thence N85°26'34"E, 360.70 feet along the North Line of Lots 3-10 of said Bower's Addition;
 thence S00°31'00"W, 105.79 feet;
 thence S81°00'00"W, 353.29 feet along the South Line of said Lots 3-10 and the North Line of Haynes Street to the Point of Beginning.
 Containing 0.99 Acres more or less.

Basis of bearing the south line of Bowers Addition Plat Liber 8 Page 26

CERTIFICATION

I, Todd D. Shelly, being a Licensed Professional Surveyor, hereby certify, that I have surveyed and mapped the parcel(s) heron described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with.

DATE

Todd D. Shelly 9-19-19

Michigan Professional Surveyor No. 41111
 Agent for PEA, Inc.



PEA, Inc.

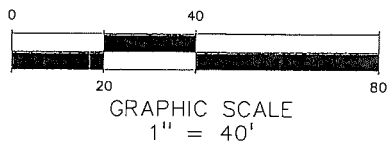
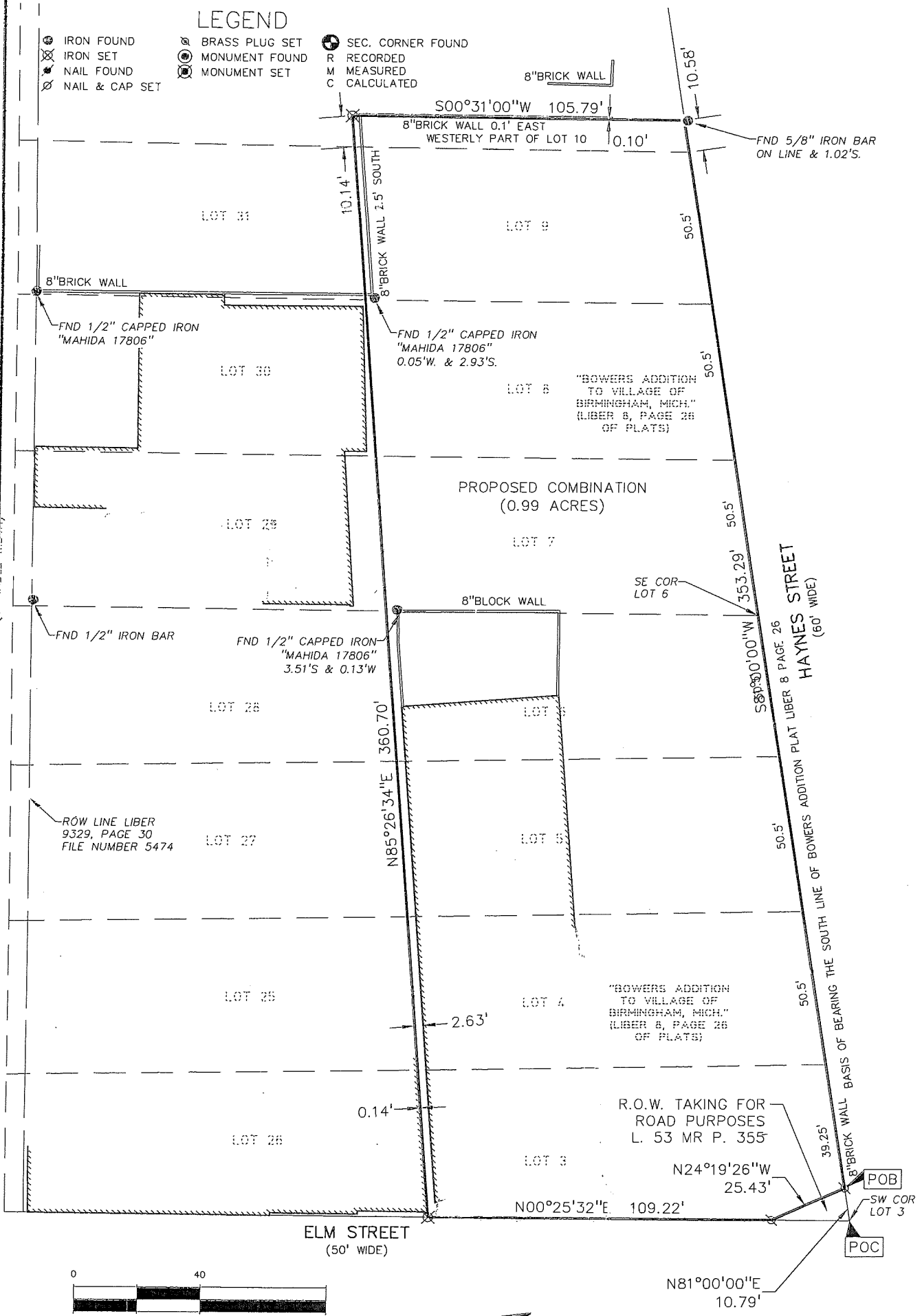
2430 Rochester Ct, Ste 100
 Troy, MI 48063-1872
 t: 248.689.9090
 f: 248.689.1044
 www.peainc.com

CLIENT: Lavery Michigan Dealership Properties No. 1, 909 HAYNES STREET BIRMINGHAM, MICHIGAN 48009	SCALE: - LC	JOB No: 2019-344	
	DATE: 9/18/19	DWG. No: 3 of 4	

CERTIFICATE OF SURVEY PROPOSED PARCEL CONSOLIDATION

LEGEND

- IRON FOUND
- ⊗ IRON SET
- ⊙ NAIL FOUND
- ⊘ NAIL & CAP SET
- ⊕ BRASS PLUG SET
- ⊙ MONUMENT FOUND
- ⊘ MONUMENT SET
- SEC. CORNER FOUND
- R RECORDED
- M MEASURED
- C CALCULATED



CLIENT: Lavery Michigan Dealership Properties No. 1, LLC 909 HAYNES STREET BIRMINGHAM, MICHIGAN 48009	SCALE: 1" = 40'	JOB No: 2019-344	PEA, Inc. 2430 Rochester Ct, Ste 100 Troy, MI 48063-1872 t: 248.689.9090 f: 248.689.1044 www.peainc.com
	DATE: 9/18/19	DWG. No: 4 of 4	

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, SEPTEMBER 22, 2010**
Commission Chamber, City Hall
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held September 22, 2010. Chairman Robin Boyle convened the meeting at 7:30 p.m.

Present: Chairman Robin Boyle; Board Members Scott Clein, Bert Koseck, Gillian Lazar (arrived at 7:53 p.m.), Janelle Whipple-Boyce, Bryan Williams; Student Representative Aaron Walden

Absent: Board Member Carroll DeWeese

Administration: Matthew Baka, Planning Intern
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

09-170-10

SPECIAL LAND USE PERMIT (“SLUP”) REVIEW
835 Haynes St., Porsche Showroom and Sales
Request approval of a SLUP to allow an automobile sales agency in an existing building

FINAL SITE PLAN REVIEW
835 Haynes St., Porsche Showroom and Sales
Request approval of a SLUP to allow an automobile sales agency in an existing building

Mr. Baka explained the subject site is located on the east side of Woodward Ave., on the northeast corner of Haynes and Elm. The parcel is zoned B-2 Business-Residential and MU-7 in the Triangle Overlay District. The applicant, Fred Lavery Company, is seeking approval of an auto sales agency and showroom. The Birmingham Zoning Ordinance requires that the applicant obtain a SLUP and approval from the City Commission to operate an auto sales agency and showroom in the MU-7 District. ***Accordingly, the applicant will be required to obtain a recommendation from the Planning Board on the Final Site Plan and SLUP, and then obtain approval from the City Commission for the Final Site Plan and SLUP.***

Mr. Baka explained that the applicant is planning minimal changes to the actual site. They are basically looking at some improvements to the screening, lighting and also landscaping. The parking lot is over 7,500 sq. ft., which would kick in the 5 percent landscaping rule. However, because this area is identified as one of the gateways to the Triangle District, the Planning Division thought it would be more beneficial to pedestrians to locate the landscaping at the west end of the site on the outside of the screenwall.

The materials board was passed around for viewing.

The applicant proposes to install two name letter signs and one two-sided ground sign. The total linear building frontage is 165 ft. This permits 165 sq. ft. of sign area per the requirement of Article 1.0, section 104 (B) of the Birmingham Sign Ordinance, Combined Sign Area. The total area of all signs will be 128.59 sq. ft. which meets this requirement.

The proposed Porsche and Fred Lavery sign letters will be constructed of silver finished fabricated aluminum. The proposed Porsche ground sign will be a fabricated aluminum cabinet with an internal aluminum frame.

The Porsche name letter sign will be internally lit with 15mm red neon lamps. The Fred Lavery name letter sign will be halo backlit with 15mm white neon tubes. The Porsche ground sign is proposed to be internally backlit with fluorescent tubes.

Mr. Robert Ziegelman, Luckenbach Ziegelman Architects, PLLC, was present with Messrs. Lavery and Lavery; Mr. Pat Taylor from his office; along with Mr. Mark Daringowski, representing Porsche Cars North America. Mr. Ziegelman indicated they are not touching the footprint of the building. Mr. Koseck observed that floor plans would help to understand why the entry points are where they are.

Ms. Lazar arrived at this time.

Ms. Whipple-Boyce received clarification that the applicant is proposing roughly 700 sq. ft. of landscaping in the parking lot. 600 sq. ft. is required. Moving the screenwall to the inside of the landscaping would take the requirement down significantly.

Chairman Boyle suggested a Porsche display in the parking lot would be astonishingly attractive.

Mr. Fred Lavery, the owner and operator of the Porsche dealership, said they did not consider a car display because it wouldn't be seen as a result of the screenwall requirement.

Mr. Williams was not in favor of the display because it is not easy to negotiate out onto Woodward Ave. from Haynes and the display might be a distraction.

Mr. Koseck noted the existing aisles in the parking lot are 24 ft. wide and they exceed the required width by 4 ft. He thought the width could be reduced and that would allow additional room for landscaping. Further, he expected the main entrance to the building would be at the southwest corner so a pedestrian would not be forced to walk through the parking lot to enter. Mr. Lavery explained there are two pedestrian entrances. The second pedestrian entrance is also used for vehicles. He noted they adhere to the Porsche standards which they have no control over. The entire inside of the showroom is oriented towards the main entrance. Mr. Koseck then pointed out that the upper left hand section shows a thin wall that extends up, as opposed to wrapping around. The elevation that faces to the north is even thinner yet and they both look as though they were glued onto the building.

Ms. Lazar thought perhaps Porsche could offer the applicant some latitude given the fact that they are rehabbing the building.

Mr. Lavery went on to state that parking is an important part of their operation. His experience has been that the parking standards are minimal for a car dealership. They have always utilized other parking spaces in addition to those that have been required on-site.

Mr. Daringowski explained the Porsche concept of a jewel box with all of the Porsches illuminated inside that box. Their flexibility for change is minimal, but they will work with the comments that have been made tonight.

The chairman took the discussion to members of the public at 8:25 p.m.

Mr. James Ellsman, owner of the building immediately to the north, expressed his concern that this building offers no consistency with the concept of the Triangle District. At the entrance point to the Triangle District only a one-story renovated building is being considered. He asked about the longevity of the project.

Mr. Ted Mitchell, the owner of the building, verified that the term of the lease is five years.

Mr. Williams noted this is an area of at times very high traffic congestion and people driving too fast. So he is not troubled by moving access to the building away from Elm, far away from the intersection, He doesn't think that many people will actually walk to the Porsche car dealership.

Mr. Clein was not in favor of giving up on the pedestrian. Rather, implementing the streetscape improvement standards in conjunction with moving the screenwalls should be considered.

Ms. Whipple-Boyce thought that Mr. Koseck's proposal makes a lot of sense; but that said, the main entrance is further east where the interior of the building is oriented. She thinks Mr. Lavery made it clear that rather than turning the three extra parking spots that

aren't required into landscaping, he needs the parking. However, she agrees that the screenwall should be moved to the interior of the parking lot so that the pedestrian side gets all of the greenery. Landscaping might look better than benches along the sidewalk.

Chairman Boyle said he is glad to see that the applicant is coming in to improve this property. A little trees and grass doesn't really help the attractiveness of this particular piece of property. Benches are to be encouraged. This dealership should be vibrant, colorful, lit at night, and have a red, shiny Porsche on display.

Mr. Williams thought the reality is that a five-story building is not going to be built on that site right now. This proposal is a significant improvement over what exists.

Motion by Mr. Williams

Seconded by Mr. Clein that the Planning Board recommends approval of the applicant's request for Final Site Plan and a SLUP to permit an auto sales agency and showroom at 834 Haynes with the following conditions:

- 1) The applicant adds a canopy tree to each of the two landscaped areas;**
- 2) The applicant moves the west facing screenwalls to expose the landscaped areas to the street; and**
- 3) The applicant install tree grates around street trees and implement sidewalk standards along Haynes and Elm.**

Mr. Koseck reiterated that the extended fascia doesn't return on itself and he thinks it will look weird from two vantage points. Mr. Lavery indicated they will certainly suggest that to Porsche. He thinks the return on Elm St. is more critical than the return on Haynes because the building to the east screens that side of the façade. Mr. Daringowski is sitting in the audience and will ultimately be involved in that decision. Mr. Williams was not inclined to make the return on the parapets a condition of his motion.

Mr. Koseck said he will not approve the motion because there are subtle things that can be done that would make huge improvements to the plan.

Ms. Whipple-Boyce expressed her feeling that it is important for the parapets to become part of the motion because as proposed they are unlikely to be attractive to the community. She cannot support the motion without that addition.

The chairman opened discussion to the audience at 9 p.m.

Ms. Dorothy Conrad, 2252 Yorkshire, said that as a resident of the City of Birmingham she hopes that the motion will include the suggestions that have been discussed in great detail tonight. Shame on the board if it doesn't.

Motion failed, 3-3.

VOICE VOTE

Yeas: Williams, Clein, Boyle

Nays: Koseck, Lazar, Whipple-Boyce

Absent: DeWeese

Motion by Ms. Whipple-Boyce

Seconded by Ms. Lazar based on review of the site plan submitted the Planning Board recommends approval of the applicant's request for Final Site Plan and SLUP to permit an auto sales agency at 835 Haynes with the following conditions:

- 1) The applicant adds a canopy tree to each of the two landscaped areas;**
- 2) The applicant moves the west facing screenwalls to expose the landscaped areas to the street;**
- 3) Install tree grates around street trees and implement sidewalk standards along Haynes and Elm; and**
- 4) Create returns on the parapet wall on both Haynes and Elm to disguise the bracing.**

Mr. Williams indicated he would vote in favor of the motion because he thinks the project needs to move forward. Mr. Koseck did not see the urgency. He was uncomfortable because the board has not been provided with readings or a floor plan.

There were no final comments from members of the public at 9:05 p.m.

Mr. Ziegelman said they would be more than happy to discuss improvements with staff.

Motion carried, 5-1.

VOICE VOTE

Yeas: Whipple-Boyce, Lazar, Boyle, Clein, Williams

Nays: Koseck

Absent: DeWeese

BIRMINGHAM CITY COMMISSION MINUTES
NOVEMBER 8, 2010
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Rackeline J. Hoff, Mayor called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL:	Present,	Mayor Hoff Commissioner Dilgard Commissioner McDaniel Commissioner Moore Commissioner Nickita Mayor Pro Tem Rinschler Commissioner Sherman
	Absent,	None

Administration: Manager Markus, Attorney Currier, Clerk Broski, Assistant Manager Valentine, Planning Director Ecker, Planner Baka, City Engineer O'Meara, Assistant City Engineer Cousino, Finance Director Ostin, Building Official Johnson, Fire Chief Metz, Fire Marshall Monti, PSD Director Heiney, Assistant to the Manager Wuerth

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

11-269-10 ORGANIZATION OF THE CITY COMMISSION

MOTION: Motion by Rinschler:
To nominate Rackeline Hoff as Temporary Chair of City Commission for purposes of conducting the Mayor and Mayor Pro Tem election.

VOTE: Yeas, 7
Absent, None

MOTION: Motion by McDaniel:
To nominate Commissioner Rinschler as Mayor.

VOTE: Yeas, 7
Absent, None

MOTION: Motion by Moore:
To nominate Commissioner Nickita as Mayor Pro Tem.

VOTE: Yeas, 7
Absent, None

- 7) The applicant submit revised plans with all of these changes to the Planning Dept. prior to going to the City Commission so the Commission would see the revisions when they consider this issue; and
- 8) All work must be completed in concurrence with the installation of the TV screens, to be completed by June 1, 2011.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on September 22, 2010;

WHEREAS, The Birmingham City Commission has reviewed the Speedway SuperAmerica LLC Special Land Use Permit Amendment application as well as the standards for such review as set forth in Article 7, section 7.34 of Chapter 126, Zoning of the City Code,

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below and the Speedway SuperAmerica LLC application for a Special Land Use Permit Amendment is hereby approved, subject to the attached site plan, and subject to the following conditions:

- 1) Repair the cap on the dumpster enclosure walls and repair the dumpster gate;
- 2) Repair the existing screenwalls on the site;
- 3) Improvement of the existing landscape areas on Woodward Ave. to include the installation of several large canopy trees in each bed along with smaller shrubs and perennials;
- 4) Repair damaged portions of the existing sidewalk and approach off of Chestnut;
- 5) Installation of a shield on the wall pack fixture located on the rear of the building and repair of the existing parking lot light fixtures;
- 6) Repair all items on the list that Speedway provided and previously had agreed to repair;
- 7) The applicant submit revised plans with all of these changes to the Planning Dept. prior to going to the City Commission so the Commission would see the revisions when they consider this issue; and
- 8) All work must be completed in concurrence with the installation of the TV screens, to be completed by June 1, 2011.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, the Speedway SuperAmerica LLC Company and its heirs, successors and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Speedway SuperAmerica LLC Company to comply with all the ordinances of the City, may result in the Commission revoking this Special Land Use Permit.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**11-274-10 PUBLIC HEARING TO CONSIDER SPECIAL LAND USE PERMIT
 835 HAYNES**

Mayor Rinschler opened the Public Hearing to consider approval of a Special Land Use Permit application for 835 Haynes to allow the operation of an auto sales agency and showroom 8:34 PM.

In response to a question from Mayor Pro Tem Nickita, Bob Ziegelman, Luckenbach, Ziegelman Architects, explained there are two entry locations - one from the sidewalk and one from the parking lot. He explained that there are two four-foot doors.

Mayor Pro Tem Nickita explained that this is a gateway site. He stated that the planning division recommended the planning board consider additional enhancements to the corner of

the site at Haynes and Elm. He stated that in the submitted rendering the enhancements are minimally addressed.

Mr. Baka explained there was discussion about enhancing the corner. He stated that it is appropriate to fully implement the streetscape standards.

Mr. Ziegelman confirmed that the owner is willing to comply with the streetscape standards.

Brad Lavery, owner, confirmed for Mayor Rinschler that new and used cars will be parked in the parking lot.

James Ellsman, owner of 635 Elm Street, commented that this is an underperforming site.

Mayor Rinschler closed the public hearing at 9:08 PM.

Discussion ensued regarding the streetscape. Mr. Lavery agreed to do the additional streetscape improvements which are a considerable expense.

MOTION: Motion by Nickita, seconded by Hoff:

To approve the request for a Special Land Use Permit at 835 Haynes to allow the operation of an auto sales agency and showroom for Porsche with the following conditions:

- The applicant implements the complete streetscape standards, including exposed aggregate and pedestrian scale lighting.
- In addition to consider the redevelopment of the corner at Haynes and Elm by incorporating enhancements in the adjacent parking space and additionally the entrance at the northwest corner of the parking lot, including the incorporation of parking lot there as well for administrative approval.

WHEREAS, Lavery Porsche has applied for a Special Land Use Permit to operate a Porsche automobile sales agency 835 Haynes,

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the northeast corner of Elm and Haynes,

WHEREAS, The land is zoned B-2 General Business, which permits automobile sales agencies with a Special Land Use Permit,

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning, requires a Special Land Use Permit Amendment to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board reviewed the proposed Special Land Use Permit request on September 22, 2010 at which time the Planning Board voted to recommend approval of the Final Site Plan and SLUP to the City Commission with the following conditions:

- 1) The applicant adds a canopy tree to each of the two landscaped areas;
- 2) The applicant moves the west facing screenwalls to expose the landscaped areas to the street;
- 3) Install tree grates around street trees and implement sidewalk standards along Haynes and Elm; and
- 4) Create returns on the parapet wall on both Haynes and Elm to disguise the bracing.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on September 22, 2010;

WHEREAS, The Birmingham City Commission has reviewed the Lavery Porsche Special Land Use Permit Amendment application as well as the standards for such review as set forth in Article 7, section 7.34 of Chapter 126, Zoning of the City Code,

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below and the Lavery Porsche application for a Special Land Use Permit is hereby approved, subject to the attached site plan, and subject to the following conditions:

- 1) The applicant adds a canopy tree to each of the two landscaped areas;
- 2) The applicant moves the west facing screenwalls to expose the landscaped areas to the street;
- 3) Install tree grates around street trees and implement sidewalk standards along Haynes and Elm; and
- 4) Create returns on the parapet wall on both Haynes and Elm to disguise the bracing.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Lavery Porsche and its heirs, successors and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Lavery Porsche to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**11-275-10 REQUEST FOR WAIVER
 LOT 229, FOREST HILLS SUBDIVISION**

Mr. Johnson explained that the property owners of Lot 229 in the Forest Hills Subdivision are seeking a waiver from the provisions of Chapter 102 of the city code to allow a home to be built on a substandard sized lot that has been reduced from its original size.

The Commission received a communication from Daniel Share, Barris, Sott, Denn & Driker, PLLC.

Rick Rattner, representing the petitioner, spoke in favor of the request for waiver to build on the lot.

Daniel Share, representing the adjacent property owner, spoke in opposition to the request for waiver.

Commissioner Sherman questioned whether the attorneys and their clients have spoke with each other to resolve this matter. Mr. Share confirmed that there had been discussion. Mr. Share commented that his clients would be fine with having another discussion. Mr. Rattner commented that further discussion would not be helpful as his client wants to build on the lot.

Commissioner McDaniel moved to waive the requirements of Section 102-51 (1) of the Birmingham City Code for Lot 229 of the Forest Hills Subdivision (19-25-257-001), to allow the construction of a home on said lot in compliance with all zoning regulations of Chapter 126 of the City Code except minimum lot area and minimum lot width. With no second, Commissioner McDaniel withdrew his motion.

The following spoke in opposition to the request:
Dan Roovers, 205 Wimbleton

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, APRIL 27, 2016
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on April 27, 2016. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Gillian Lazar, Lisa Prasad, Janelle Whipple-Boyce; Student Representative Colin Cusimano

Absent: Board Member Bryan Williams; Alternate Board Member Daniel Share

Administration: Matthew Baka, Senior Planner
Brooks Cowan Asst. Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

04-73-16

UNFINISHED BUSINESS

Special Land Use Permit ("SLUP") Review

Final Site Plan Review

835-909 Haynes

Fred Lavery Porsche/Audi

Request for a SLUP Amendment to allow the temporary expansion of the existing SLUP at 835 Haynes to include 909 Haynes to allow an Audi sales facility for a maximum of one year. (postponed from March 23, 2016)

Mr. Baka noted the subject site is located on the north side of the street between Woodward Ave. and Elm St. The parcel is zoned B-2 General Business and MU-5 in the Triangle Overlay District. The applicant, Fred Lavery Co., owns the adjacent property to the west, 835 Haynes St., which received a SLUP in 2010 to operate a Porsche car dealership within the B-2 Zone and MU-7 in the Triangle District Overlay.

The applicant is conducting renovations to the existing Audi dealership at 34602 Woodward Ave., and wishes to amend its existing SLUP at 835 Haynes St. to temporarily include 909 Haynes St. while the building on Woodward Ave. is being renovated. The applicant is requesting temporary use of the first floor of 909 Haynes St. for office space and business operations for their Audi car dealership for no more

than 12 months. Along with the dealership, there is an existing beauty spa on the second floor of 909 Haynes St., Spa Mariana.

The Birmingham Zoning Ordinance requires that the applicant obtain a SLUP Amendment and approval from the City Commission to expand the auto sales agency and showroom to temporarily include the property at 909 Haynes St.. Accordingly, the applicant will be required to receive a recommendation from the Planning Board on the Final Site Plan and SLUP Amendment, and then obtain approval from the City Commission for the Final Site Plan and SLUP Amendment.

On March 23, 2016 the Planning Board reviewed the proposal to temporarily expand the SLUP to include 909 Haynes for one year. However, at that time the architect indicated that the property owner would like the expansion to be permanent. The Planning Board and Planning Staff indicated that a permanent expansion would not be considered without the level of details normally provided for a SLUP Amendment. The applicant was postponed until the April 27, 2016 meeting to allow them time to consider how they wished to proceed. The applicant has now indicated that they intend to proceed with the temporary proposal and apply at a later date for a permanent expansion of the SLUP.

The applicant is now proposing to install the five (5) required canopy trees and create three (3) new landscaped areas in the interior of the parking lot. The applicant must provide the dimensions of the landscaped areas to determine if they meet the size requirements mandated by the Zoning Ordinance.

The applicant is not proposing any changes to the existing streetscape. The current streetscape in front of the subject building does not match the Triangle District standard as installed on the Porsche site.

The design for the building on Woodward Ave. has been approved by the Design Review Board and the applicant is getting ready to start the renovations.

Design Review

No changes to the facade are proposed.

Signage Review

The 909 Haynes St. building has 40 ft. of street frontage; therefore a total of 40 sq. ft. of signage is allowed, per the City of Birmingham's Sign Ordinance. The applicant has revised their signage proposal to bring the amount of signage down to 40 sq. ft. so that it complies with the regulations of the Sign Ordinance.

Ms. Ecker explained that because there were violations going on with the storage of vehicles, Code Enforcement went out, but enforcement activities have been put on hold until it is determined if the temporary SLUP is feasible.

Mr. Fred Lavery noted they will not display cars in the building; it will only contain offices for the sales staff and sales manager. They will probably park their demonstrators in the spaces that are not required to meet the parking requirement for the building. The Audi building on Woodward Ave. is being renovated to Audi's current corporate image.

Chairman Clein called for public comments at 8:32 p.m.

Mr. James Ellsman business owner at 635 Elm, asked if the approval of an amended SLUP is a guarantee that the Triangle District restrictions against car dealerships is waived. Ms. Ecker clarified the Triangle District doesn't prohibit the use for car sales agencies, but it only allows it with the strict control and regulation of a SLUP because of the potential impact on the neighborhood. In this case the car dealership is only requesting approval for a period of one year.

Mr. Koseck commented that this is not his vision for the Triangle District. By granting this request it takes the property out of contention for other developments over the next 12 months. After the temporary SLUP amendment has expired he will not support this because the property has a higher and better use. Mr. Lavery responded that a seven story building cannot be constructed on this property without public parking. Only when public parking becomes available will there be a higher and better use for this property. Therefore, the proposed use bridges the gap so he doesn't have a \$7 or \$8 million investment that produces no visible revenue stream until public parking gets approved and constructed.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Boyle that based on a review of the site plans submitted, the Planning Board recommends approval of the applicant's request for Final Site Plan and a SLUP Amendment to the City Commission to allow the temporary expansion of the auto sales agency and showroom for up to one (1) year at 835 Haynes to include 909 Haynes with the following condition:

- **Applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.**

There were no comments on the motion from members of the audience at 8:40 p.m.

Motion carried, 7-0.

ROLLCALL VOTE

Yeas: Whipple-Boyce, Boyle, Clein, Jeffares, Koseck, Lazar, Prasad

Nays: None

Absent: Williams

BIRMINGHAM CITY COMMISSION MINUTES
JUNE 27, 2016
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Rackeline J. Hoff, Mayor, called the meeting to order at 7:33 PM.

II. ROLL CALL

ROLL CALL:	Present,	Mayor Hoff Commissioner Bordman Commissioner Boutros Commissioner DeWeese Commissioner Harris Mayor Pro Tem Nickita Commissioner Sherman
	Absent,	None

Administration: City Manager Valentine, City Attorney Currier, Clerk Pierce, City Planner Ecker, City Engineer O'Meara, Finance Director Gerber, Deputy Treasurer Klobucar, DPS Director Wood, Police Chief Clemence

**06-200-16 PUBLIC HEARING TO CONSIDER
TEMPORARY SPECIAL LAND USE PERMIT
835 & 909 HAYNES, LAVERY PORSCHE**

Mayor Hoff opened the Public Hearing at 10:37 PM to consider the Revised Final Site Plan and Temporary Special Land Use Permit Amendment – 835 & 909 Haynes, Lavery Porsche.

City Planner Ecker explained that renovations are being done to the Audi building. The applicant would like to use 909 Haynes temporarily for the sales office. She noted that the request is to use the building for a period of twelve months. She noted that the Planning Board had a few comments regarding landscape and screening in the parking area. She noted that twenty-four parking spaces are required by ordinance and there are thirty-six dedicated parking spaces for this site. She pointed out that vehicles for sale or lease are not allowed to be stored within the twenty-four spaces required for the building.

Fred Lavery, applicant, explained that the sales staff and managers will have to be relocated due to the renovation to the Audi building. He noted that the twenty-four parking spaces are for the occupants of the building. The difference between the twenty-four required spaces and thirty-six spaces will be used for the storage of cars.

A resident at 635 Elm Street expressed his support of the request, but only for one year.

The Mayor closed the Public Hearing at 10:54 PM.

MOTION: Motion by Nickita, seconded by Bordman:
To approve the Revised Final Site Plan and Temporary Special Land Use Permit Amendment of one year for 835 & 909 Haynes – Lavery Porsche with the condition that applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.

WHEREAS, Lavery Porsche has applied for a Temporary Special Land Use Permit Amendment of one year to operate an Audi automobile sales agency on the first floor of the building located at 909 Haynes,

WHEREAS, The land for which the Temporary Special Land Use Permit Amendment is sought is located on the north side Haynes east of Elm,

WHEREAS, The land is zoned MU-5, Mixed Use 5, which permits automobile sales agencies with a Special Land Use Permit,

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning, requires a Special Land Use Permit Amendment to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board reviewed the proposed Temporary Special Land Use Permit Amendment request on April 27, 2016 at which time the Planning Board voted to recommend approval of the Final Site Plan and SLUP to the City Commission with the following condition:

1) Applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on April 27, 2016;

WHEREAS, The Birmingham City Commission has reviewed the Lavery Porsche Temporary Special Land Use Permit Amendment application as well as the standards for such review as set forth in Article 7, section 7.34 of Chapter 126, Zoning of the City Code,

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below and the Lavery Porsche application for a Temporary Special Land Use Permit amendment is hereby approved for one year from the date of approval, subject to the attached site plan, and subject to the following conditions:

1) Applicant provides the dimensions of the parking lot landscaping islands to verify that they comply with the requirements of the Zoning Ordinance.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Lavery Porsche and its heirs, successors and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Lavery Porsche to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

VOTE: Yeas, 7
Nays, None
Absent, None

CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, JANUARY 22, 2020
City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on January 22, 2020. Chairman Scott Clein convened the meeting at 7:30 p.m.

A. ROLL CALL

Present: Chairman Scott Clein; Board Members Bert Koseck, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Members Jason Emerine, Nasseem Ramin

Absent: Board Member Robin Boyle, Stuart Jeffares

Administration: Jana Ecker, Planning Director
Brooks Cowan, City Planner
Nicholas Dupuis, City Planner
Laura Eichenhorn, Transcriptionist

01-13-20

F. Special Land Use Permit Reviews

1. 34350 Woodward (previously 835 Haynes, Fred Lavery Porsche) & 907 - 911 Haynes (former Barda Salon Building) - Amendment of Special Land Use Permit at 34350 Woodward to include the property at 907-911 Haynes to allow demolition of the existing Barda Salon Building and construction of a surface parking lot on 907 – 911 Haynes to provide additional parking for the Porsche dealership at 34350 Woodward

City Planner Cowan, Fred Lavery, owner, John Gardner, architect, and Rick Rattner, attorney, reviewed the item for the Board.

Chairman Clein asked Mr. Rattner:

- How the Board could support approval of this proposal when it does not seem to support the purpose of the Triangle District as required by ordinance; and,
- Whether the Board's approval of the proposal would amount to the expansion of a legal non-conforming use, which the Board is not permitted to do.

Mr. Rattner said the proposal supports the Triangle District plans because the surface lot would function as a placeholder for the eventual Worth Street realignment. He said it would not be expanding a legal non-conformity because the lot combination would be allowed under a SLUP as an auxiliary use.

Mr. Share noted that the combined lot could require a variance since the parking lot frontage would be greater than ordinance allows.

After Board discussion, Planning Director Ecker received confirmation from the Board that they were requesting clarification from the Building Official and City Attorney regarding whether the Board has authority to consider granting the requests put forth by the applicant, what impediments exist to granting the requests, and what the remedies to the impediments could be. She said the remedies could include a variance if the City chose to allow more than 25% of the frontage to be parking, an expansion of an existing non-conformity because the lots will be combined, or some other factor in a lot combination that could affect the result.

Motion by Mr. Share

Seconded by Mr. Koseck to postpone consideration of the SLUP amendment for 34350 pending a response from the City Attorney and/or Building Official regarding whether the Board has authority to consider granting these requests, what impediments exist to granting the requests, and what the remedies to the impediments could be.

Mr. Rattner said it would be useful to know what effect an agreement with the City would have vis-a-vis resolving these problems. Mr. Rattner then stated that Mr. Lavery requested to withdraw his application for the SLUP amendment.

The Board allowed Mr. Lavery to withdraw his request and accordingly took no action on the motion.

BIRMINGHAM CITY COMMISSION MINUTES

DECEMBER 21, 2020

7:30 P.M.

VIRTUAL MEETING

MEETING ID: 655 079 760

Video Link: <https://vimeo.com/event/3470/videos/488387498/>

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 Valentine, City Clerk Bingham, City Planner Brooks Cowan, Planning Director Ecker, Finance Director Gerber, City Attorney Kucharek, Consulting City Engineer Surhigh, DPS Director Wood

12-282-20

Public Hearing – 34350 Woodward & 907-911 Haynes – Lot Combo

1. Resolution to deny the proposed lot combination of 34350 Woodward and 907-911 Haynes, parcel # 19-36- 281-022 and parcel #19-36-281-030, as the resulting parcel would not be consistent with the requirements for the MU-5 and MU-7 Zones, nor consistent with the recommendations in the Triangle District Plan.

The Mayor opened the public hearing at 8:20 p.m.

Jason Canvasser, representing the applicant, asked that the item be postponed to January 25, 2021 and that the City Manager schedule time to meet with the applicant regarding the proposed lot combination before then.

MOTION: Motion by Commissioner Host, seconded by Commissioner Sherman:
To postpone the Public Hearing for 34350 Woodward & 907-911 Haynes – Lot Combo to January 25, 2021.

Commissioners Sherman, Baller, Hoff, and Nickita all expressed doubts that a consensus between the City and the applicant would be reached in advance of a January 25, 2021 meeting. They agreed that the City could attempt to hold a meeting between the City Manager and the applicant in January 2021, noting it would only be a first step in the conversation. Among the reasons cited for the Commissioners' doubts that a consensus would be reached in January 2021 were the fact that the new City Manager will still be onboarding during that time, that the master plan remains in flux, that the applicant's proposal is inconsistent with the Triangle District Plan, and that the applicant's proposals have not been sufficiently reviewed or approved by other City boards.

The possibility of moving the public hearing to the first Commission meeting in February 2021 was discussed, but Mr. Canvasser stressed the applicant's desire to have it at the January 25, 2021 meeting since the applicant is trying to navigate a potential capital outlay in February 2021 that will hinge on the Commission's decision.

Commissioner Baller said he was comfortable with the public hearing being held on January 25, 2021 with the understanding that the matter could be continued to the following meeting if necessary.

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

Nays, Commissioner Sherman



MEMORANDUM

Planning Division

DATE: April 21, 2021
TO: Thomas Markus, City Manager
FROM: Jana L. Ecker, Planning Director
SUBJECT: 2021 Initial Screening for Bistro Applicants - Spring

INTRODUCTION:

The City Commission previously established a bistro application review process that altered the process from the previous "first come, first served" policy.

BACKGROUND:

Under the revised process, the City Commission accepts bistro applications for the coming year on October 1st each year. All bistro applications submitted for initial review must contain only the following information in 5 pages or less:

- A brief description of the bistro concept proposed, including type of food to be served, price point, ambience of bistro, unique characteristics of the operation, if any, and an explanation of how this concept will enhance the current mix of commercial uses in Birmingham;
- Proposed location, hours of operation and date of opening;
- Name of owner/operator and outline of previous restaurant experience; and
- Evidence of financial ability to construct and operate the proposed bistro.

At a single City Commission meeting in October of each year, the City Commission considers all of the initial screening applications for bistros, and selects which applications, if any, to move forward to the Planning Board for a full Special Land Use Permit review. All applications forwarded to the Planning Board are required to provide additional information for review of the bistro as a SLUP including site plans, floor plans, sample menus, interior design details, evidence of financial capability, as well as any other information requested by the Planning Board.

The Planning Board will then conduct a site plan and SLUP review, and all bistro applications will be evaluated by the Planning Board based on the criteria set forth in the Zoning Ordinance and Chapter 10, Alcoholic Liquors, Division 4, Selection Criteria, of the City Code, and forwarded back to the City Commission with a recommendation from the Planning Board.

Finally, the City Commission will conduct public hearings to review the selected bistro applications and determine which, if any, bistros to approve for 2021, up to a maximum of two approvals for new establishments, and up to a maximum of two approvals for existing establishments that have been in operation for more than 5 years in the City.

In October 2020, the City Commission reviewed all bistro applications submitted, and forwarded the following initial screening applications to the Planning Board for a full review:

- Bloom Birmingham, 239 N. Old Woodward
- Sushi Japan, 176 S. Old Woodward
- Vinewood Kitchen & Cocktails, 724 N. Old Woodward
- Whistle Stop Diner, 501 S. Eton (existing establishment in operation more than 5 years in the City)

All three of the proposed new bistro establishments have submitted site plan, design and SLUP review applications to the Planning Board. None of these reviews have been completed at this time, and thus the applications have not been sent back to the City Commission. Whistle Stop Diner has not submitted a site plan, design and SLUP review application at this time. In previous years, this full submittal was due within 90 days of the City Commission meeting in October. However, the City Commission may wish to allow flexibility given the ongoing COVID pandemic.

The revised process for bistro application review also provided that in the event that two bistro approvals are not granted as a result of the fall review period, the City will accept additional bistro applications for the current calendar year on or before April 1st.

In accordance with the process outlined above, the following applicants submitted a summary for the initial review process prior to the April 1, 2021 deadline established by the City Commission:

- Commonwealth Café (existing establishment in operation more than 5 years in the City)
- Maple & One (proposed by owners of The Mad Hatter in adjacent storefront to former Mad Hatter space)
- The French Lady (new restaurant opened this past year, not licensed for the service of alcohol)

Each of the proposed bistros are located in the Downtown Birmingham Overlay District.

As three new bistro applications are currently in the planning review process, the City Commission may not wish to consider any new bistro applications at this time, pending decisions on the three applications. The City Commission may wish to consider the bistro application for Commonwealth Café as no other application has been submitted for full review to the Planning Board for existing establishments in operation for more than 5 years.

Should the City Commission wish to consider any of the three applications received as of April 1st, 2021, each applicant will be given a time limit to verbally present their concepts to the City Commission, without the use of PowerPoint presentations, display boards or other visual aids. A suggested time frame would be a five minute presentation of the concept by the applicant, with a five minute period for questions from the City Commission. The City Commission will then discuss the application, and consider directing the application to the Planning Board for full site plan and design review and Special Land Use Permit review.

On April 12, 2021, the City Commission discussed the bistro proposals submitted, and voted unanimously to forward the initial screening application for Commonwealth Café to the Planning

Board for a detailed Final Site Plan and Special Land Use Permit review. There was discussion on the other applicants as well, and the City Commission indicated that they would postpone discussion on Maple & One and The French Lady to a later date.

LEGAL REVIEW:

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

FISCAL IMPACT:

Not applicable.

SUMMARY:

In accordance with the City's initial screening process for bistros, the City Commission should review the attached submissions and consider whether to allow the applicant(s) to conduct brief presentation(s) and respond to any questions.

ATTACHMENTS:

- Commonwealth Café
- Maple & One
- The French Lady

SUGGESTED ACTION:

To direct _____ bistro application(s) to the Planning Board for full site plan and design and Special Land Use Permit review.

OR

To take no action on any bistro applications at this time.



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:
PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A. TOMASIK

March 26, 2021

Via Electronic Mail

Jana Ecker, Planning Director
City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012

**Re: Commonwealth Bistro Application
300 Hamilton Row**

Dear Ms. Ecker:

Our firm represents Commonwealth. Attached is the Bistro Application for the April 1, 2021 deadline.

As you know, this is an existing restaurant since 2010.

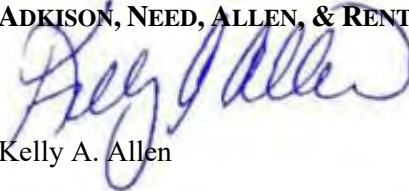
Please confirm your receipt of this application and let us know when this will be placed on the City Commission's Agenda.

Please call me if you have any questions.

Thank you!

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC


Kelly A. Allen

/kjf
Enclosure

Cc: James Hayosh
Alex Chisholm

COMMONWEALTH[®]
CAFÉ



Public Café, LLC
DBA: Commonwealth Café
300 Hamilton Row
Birmingham, MI 48009

Commonwealth Café has been a community gathering space for locals and visitors for the last decade. We offer a hip, cactus-filled, welcoming atmosphere for everyone from the elite business executive to the family enjoying a walk on the town. The menu consists of fresh food, coffee and pastries prepared in house daily.

Commonwealth Café welcomes all outings from business meetings and birthday parties to Sunday brunch and first dates. During the warmer months, we open our three large garage doors that lead to our inviting patio which creates a fun and unique atmosphere. We pride ourselves on our customer service and are known for having a friendly and approachable staff that has made deep-rooted connections with the local community.

Our menu offers options for everyone including plenty of gluten-free, vegetarian, and vegan items. Some of our most popular dishes include the Fried Egg Sandwich, House-Made Vegan Nutella Pancakes, Chopped Kale Salad, and Grilled Alaskan Salmon. We keep our menu fresh and exciting by offering monthly features, which are always a hit and keep guests coming back. Price point of our menu is kept at a fair approachable price, with most items costing between \$12 - \$16 dollars.



We had the pleasure of being the first specialty coffee shop in Birmingham. Yes, it took some time for that trend to hit the mainstream, but we are happy this is now what people have come to expect from a coffee shop, and we are paving the way for other shops in the area.

Originally Commonwealth only served breakfast, lunch, and brunch on the weekends, but we started serving dinner two years ago due to growing demand. We would like to expand our offerings to include beer, wine, and cocktails. The cocktails will tie into our concept by using staple ingredients like coffee, cold press juices, and matcha tea.

Commonwealth is a counter service restaurant, with guests ordering at the register, receiving a table number, and then sitting at a table. From there, both food and drink are brought to the table by our trained and friendly expediting team. Our staff clears tables once the guest has left. We plan to keep this same service style as it simplifies the guest experience.

We have always strived to be a longstanding pillar in Birmingham, the city that has loved and supported us over the years. With your approval, we can continue to elevate ourselves to be a part of this community for many years to come.



GENERAL INFO

Commonwealth Opening Date
September 9th 2010

Current Hours of Operation:

Monday – Saturday
7:30am – 8pm

Sunday
7:30am – 3pm

Proposed Hours of Operation:

Monday – Thursday
7:30am – 10pm

Friday - Saturday
7:30am – 11pm

Sunday
7:30am – 3pm

Website
www.gocommonwealth.com

Instagram
[@gocommonwealth](https://www.instagram.com/gocommonwealth)

Phone number
(248) 792-9766

James Hayosh (Owner)
26 years of restaurant experience.
Helped found Sushi RA in Arizona
Current owner operator of Ronin Sushi in Royal Oak
(313) 618-9610

Alex Chisholm (Director of Operations)
15 years restaurant experience.
Part of the opening staff, and held the position of General Manager at Commonwealth for 8
years
(248) 635-5661

EVIDENCE OF FINANCIAL ABILITY TO OPERATE THE PROPOSED BISTRO

In order to operate Commonwealth as a Bistro, a Class C liquor license or a Redevelopment Liquor license will be purchased or applied for with the Michigan Liquor Control Commission. Also, Commonwealth will be purchasing alcohol inventory. The total cost will be approximately between \$33,000 and \$80,000 depending on the cost of the license. Commonwealth has ample operating capital to operate the proposed Bistro. A bank statement can be confidentially provided upon request.

Maple & One

Proposed Location:

183 N Old Woodward, Birmingham MI 48009

Owners:

Randy Dickow - Lives In Birmingham, Owns a business in Birmingham, 10+ years of restaurant experience and owner of 4 Restaurant locations

Andrew Dickow - Lives in Birmingham, Partner in Greenwich Capital Group located in Birmingham

About:

Maple & One will bring an approachable and timeless atmosphere to Birmingham. Just as the roads Maple and Woodward are a staple in the Birmingham community, **Maple & One** welcomes all near and far. Our mantra from the start was and will be to provide a welcoming, approachable and timeless environment. Whether an individual is wearing gym clothes, or an individual is in a suit, we want it to be a gathering place for many occasions.

We feel this type of dining experience is lacking in the downtown area. Birmingham has some of the finest restaurants in the state, but needs some additional options that are approachable whether it's day or night. We plan to provide that to the people of Birmingham with a beautiful renovation of a space that has been vacant for years. Please see the layout and concept images.

Reasons behind the relocation:

It has been very painful for the last 24 months. First and foremost, the road construction in front of Mad Hatter Bistro was devastating. We expected it to be advantageous long term and had planned accordingly to make it through. Nothing could've prepare us for the issues that would arise from the construction aftermath. Due to the new layout, where our patio once was, now wasn't and isn't an option. In fact, we essentially lost our patio completely due the new design of the street in post construction. We all know how imperative patios are to be successful in the restaurant industry. To no fault of our own we lost a major revenue stream that gave us the opportunity to make it. Without a patio (which is required by the regulations of having a Bistro) we simply can't survive. During the time in which the proposed space at 183 Woodward was not occupied we were able to have a patio last summer during the pandemic. If we are not able to move the space next door, the landlord will not be able to offer that patio space any longer.

By making another significant investment into the Birmingham market we are solving the problem caused by the road construction, and simultaneously upgrading another ground level space on Old Woodward. Road construction, followed by a year of a pandemic and we still believe in the city of Birmingham. While others to our right and to our left have shut down for good, we are doubling down with our investment in the city. Without this move, we have no chance of survival

Hours Of Operation:

Monday-Wednesday: 11:30am-11:00pm

Thursday-Friday: 11:30am-12:00pm

Lunch & Dinner

Saturday: 10:00am-12:00pm

Sunday: 10:00am-10:00pm

Brunch & Dinner

Chef Bobby Nahra

Robert Nahra, aka **Chef Bobby** to most, has successfully created many unique mouthwatering recipes and dishes that have skyrocketed his culinary career over the years. At the age of 6, Robert started to help his mother in the kitchen and began to learn several recipes along with valuable life lessons from his mom. His mother not only taught him what ingredients to use, but she taught him how to put his heart into each dish, and that cooking is an art, and each dish should be created with passion. He credits his Mother for molding him into who he is today.

Chef Bobby has turned many heads within the Metro Detroit area over the past several years. He is a familiar face on FOX 2 Detroit, as well as hosting Detroit Lions tailgates at every home game, WXYZ-TV Channel 7, Bennett's Society Confidential Column in the Detroit News, 910AM Superstation, Mojo in the Morning on 95.5 and so forth. Where else can you find **Chef Bobby**? - Hour Magazine "Best Chef" 2019 issue.

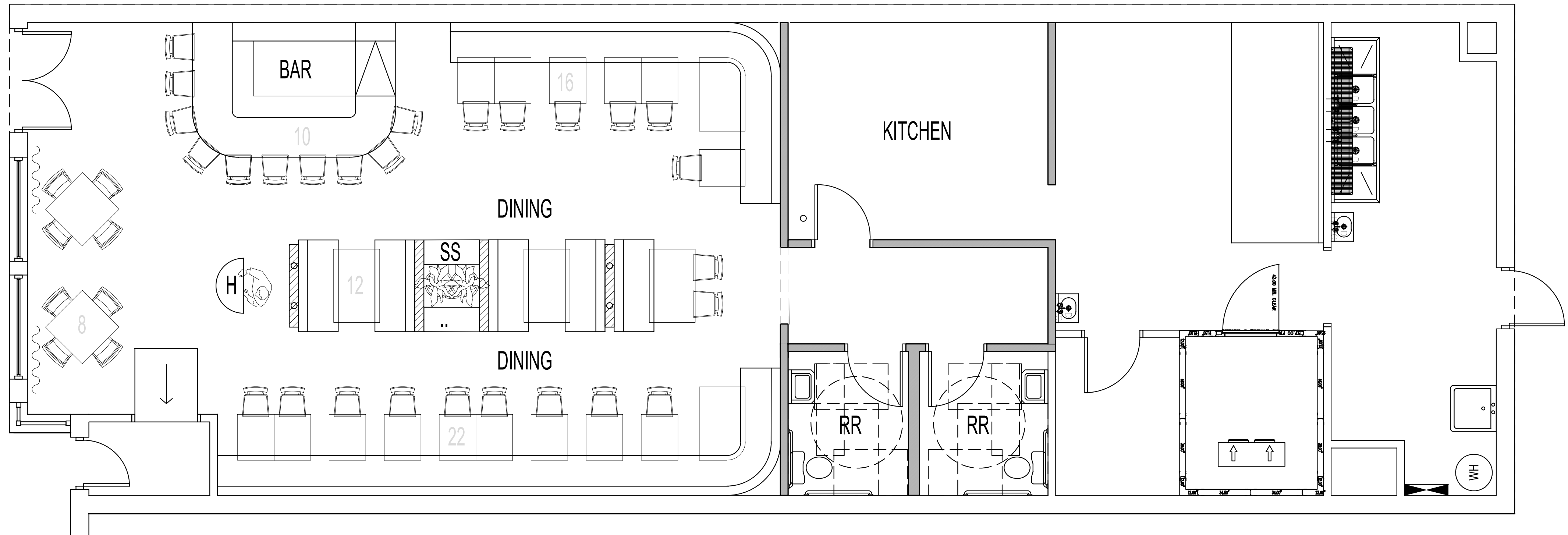
Chef Bobby is nationally ranked after Baron Chocolates brought him on-board as their Chocolatier. Calibrating flavors and flavor profiles for several products. This was one of his favorite things to do while in the kitchen. A dream come true, he was invited to attend the 2016 Academy Awards ceremonies in Los Angeles, California representing Baron Chocolates and hand crafting mouthwatering truffles onsite at several of the A-list festivities. His chocolate creations were included in the Oscar swag bags for the celebrities that attended the event.

Chef Bobby believes in giving back to the community as much as he possibly can by donating his time and talent to help others. His culinary team along with his family donate seven-course gourmet wine dinners to charities such as St. Jude, Angels of Hope, Big Brothers Big Sisters, Father Solanus Casey Center, the Full Circle Foundation, and sits on the board of directors for Feeding the Need Ministry Macomb County. **Chef Bobby** and his team supplement food and provisions week after week for those in need at the ministry. **Chef Bobby** and his team put together picnic baskets for 826 inner city kids on a trip to Cedar Point for the Horatio Williams Foundation and included several delicious and healthy options for the kids to enjoy. **Chef Bobby** goes out of his way on many occasions to help those in need. His heart is not only in the kitchen, but is also on his sleeve.



Floor Plan

68 SEATS



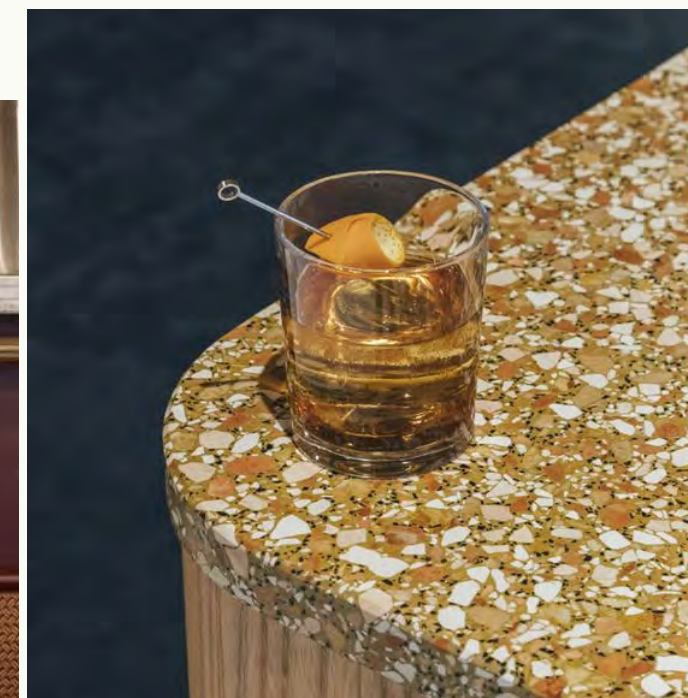
Mood Board



CASUAL



WITTY



ENERGETIC



Menu

Maple & One

APPETIZERS

- CHIPS & DIP _____
- LETTUCE WRAPS _____
- SHRIMP COCKTAIL _____
- CRISPY RISOTTO POPPERS _____
- BAKED BRIE _____
- AHI TUNA TARTARE _____
- STEAK BITES _____

PASTA

- CAJUN SHRIMP PASTA _____
- SPICY RIGATONI VODKA _____
- RAVIOLI _____

ENTREES

- PRIME BURGER _____
- NASHVILLE HOT CHICKEN SANDWICH _____
- CHILEAN SEA BASS _____
- CHICKEN LIMONE _____
- ORAKING SALMON _____
- DOMESTIC LAMB CHOPS _____
- NEW YORK STRIP _____
- BLACK BEAN & QUIONA POLPETTE (VEGAN) _____

SPREADS & SALADS

- MEDITERRANEAN PLATE _____
- CAESAR SALAD _____
- HOUSE CHOPPED SALAD _____
- BRUSSEL SPROUT SALAD _____
- ROYAL GARDEN SALAD _____
- ARUGULA SALAD _____

SIDES

- HOUSE CUT FRENCH FRIES _____
- CRAB CAKE _____
- GRILLED CARROTS _____
- GRILLED ASPARAGUS _____

DESSERT


- PISTASCHIO CHEESECAKE _____
- ANGEL WINGS _____
- 3X CHOCOLATE _____
- ALMOND CAKE _____

Denotes food items are cooked to order or are served raw: Consuming raw or under cooked animal products may increase your risk of foodborne illness. Please inform our wait staff of any allergies you might have.



The French Lady

Proposal for Bistro License



The French Lady
768 N Old Woodward Ave.
Birmingham, MI 48009
248.480.0571

Applicant:
Claude Bouly-Pellerin
248.309.0030

Applicant's Attorney:
John Henke
251 E Merrill St # 212,
Birmingham, MI 48009
248.647.8590

About/Concept:

The French Lady offers its guests an experience like no other. When visiting The French Lady, guests will find themselves in a truly French Bistro; a small restaurant serving traditional, authentic, French home-style meals, while providing a comfortable and relaxing atmosphere.

Whether you are here for breakfast, lunch, or dinner, you will feel like you've truly stepped into a small part of France when walking through the French Lady's doors. The interior reflects a traditional French Bistro. Tables covered with beautiful, colorful table cloths. Shelves with meringues, madeleines, financiers, and house-made jams. Black boards with the menus, reflecting the daily specials. Coffee brewing, buttery quiches cooling down behind the counter, and fresh bread and croissants waiting to be enjoyed. The smell of dinner, slow-cooking in the oven gently wafting through. A harp stands off to the side, out of the way of tables, but in view. Often played by her owner, Claude, so guests can enjoy her beautiful sound while savoring their meals. During the spring, summer, and early fall, you will also have the option of enjoying your meal outdoors on the back patio, which overlooks the Rouge River.

Owner:

The French Lady herself, born in Nord-Pas-de-Calais, has been cooking all her life. In addition to living in the north of France, she has also lived in Strasburg on the French-German border, and Paris. Well-versed in the diverse cuisines of her home country, she can provide an authentic taste of France to anyone who tastes her cooking. Cooking, baking, and entertaining are her passions. She prepares each meal from scratch with not just love and care, but with technique and expertise. Pairing the perfect wine with a corresponding dish is an art. Adherence to tradition, quality, and authenticity is key.

Claude is also a classically trained harpist who has performed internationally, and whose musical career has spanned decades. In addition to being talented and hardworking, she is one of the most selfless people you could ever meet, and always goes out of her way to make people feel welcome, at home, and appreciated. These qualities will undoubtedly create and foster a customer experience that is like no other, because Claude holds herself, her food, and her restaurant to consistently high standards. After spending some years of her twenties in Boston, she moved back to France, always knowing deep down that she wanted to be here in the States. Now she has been living in Michigan since December of 2014, and is sharing her passion for homemade food.

Menu:

The French Lady works with fresh ingredients, following the market and season. The menu changes weekly, offering different specials each day. The French Lady serves only authentic French cuisine, made with fresh, locally-sourced ingredients. Provide guests with the highest quality possible. From crepes, quiches and croissants, to mouthwatering dinners like beef bourguignon, chicken blanquette, or cassoulet, the French Lady has everything you need to make you feel like you're eating in a true Parisian bistro. A true French meal would not be complete without the elegant flavors that come out when pairing our food with delicious wines or beers.

Impact:

The French Lady will offer Birmingham something completely different from any of the other local bistros; a truly authentic French experience that you won't find anywhere else. With fresh, quality ingredients from local farmers and butchers. Being a small bistro, The French Lady also provides a warm at-home atmosphere, creating a stronger sense of community for guests.

Finances:

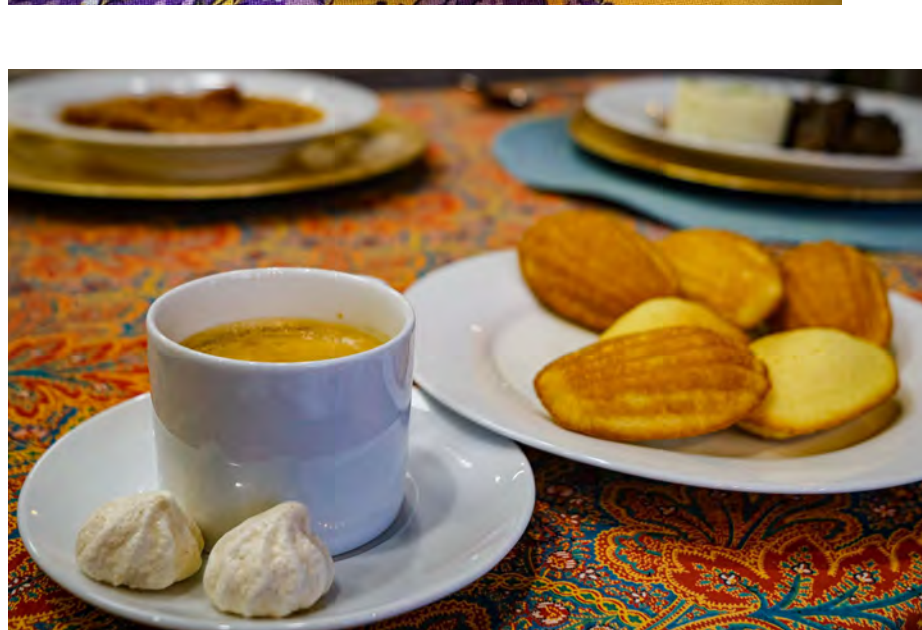
Having already applied and received our certificate of occupancy, The French Lady has already been able to open her doors, and welcome guests. When setting up the Bistro, everything was constructed with a Bistro license in mind, so there are no additional expenses expected, other than the cost of the liquor license itself, and any associated fees



Breakfast/Lunch		Lunch/Dinner		Soups/Sides	
Plain Croissant	\$ 3.75	Beef Bourguignon	\$ 27	Cheese Board	\$ 20
Chocolate Croissant	\$ 4.25	Cassoulet	\$ 25	Salade du Jour	\$ 8
Almond Croissant	\$ 4.5	Chicken Forestière	\$ 25	Quiche with Salad	\$ 15
Pain Aux Raisin	\$ 4.25	Chicken Blanquette	\$ 25	Ratatouille	\$ 10
		Saumon à l'unilatérale	\$ 26	Soup du Jour	\$ 9
Baguette with Jam	\$ 9	Chicken Basquaise	\$ 25		
Quiche with Fruit	\$15	Risotto	\$ 18	Desserts	
Ham & Cheese Crepe	\$15	Onglet à l'échalote	\$ 28	Chocolate Mousse	\$ 6
Ham & Cheese Croissant	\$15	Lotte Alexandre	\$ 30	Tarte Tatin	\$ 9
Crepe with Butter \$ Sugar	\$ 8	Risotto	\$ 18	Clafoutis	\$ 9
Crepe with Jam or Nutella	\$ 10	Beef Ch'ti	\$ 27	Crème Caramel	\$ 9
				Flight of Desserts	\$ 15
Coffee	\$ 2.5				
Espresso or Tea	\$ 3				
Latte	\$ 4.5				
Orange Juice	\$ 4				









MEMORANDUM

Department of Public Services

DATE: March 30, 2021
TO: Thomas M. Markus, City Manager
FROM: Lauren A. Wood, Director of Public Services
SUBJECT: Chesterfield Fire Station - Park Designation

INTRODUCTION:

There is interest and ongoing conversation from community members about designating an existing public property (known as the Chesterfield Fire Station) as a City park. In addition, to consider naming the park in honor of a local resident. Last year, a proposal and petition for a new park and playground located at Fire Station #2 was presented to the Parks and Recreation Board at their August 11, 2020 meeting. The Parks and Recreation Board took no action. However, the Administration informed the presenter, Kate Bongiorno that further consideration and communication can occur about this idea after the Parks and Recreation Bond proposal in November 2020.

Some park elements proposed at the corner of this parcel are an all-inclusive playground structure, benches, picnic tables and a gazebo, among other suggestions. There is not a concept plan, to date, for the proposed suggested site amenities. Of course, this would be a good starting point, in order to provide estimated construction costs.

BACKGROUND:

As part of the City property inventory, the Chesterfield Fire Station is a named property for use as a fire station. The location is on Maple Road between Chesterfield and Fairfax. The total area is 1.36 acres. The portion of this property to be labeled as a City Park is on the east side of the new fire station and comprises approximately .60 acres.

This property is zoned Public Property (PP), which is similar to all other public property including those sites classified as parks. There is no Park designation under the Zoning Code. For size comparison purposes, Adams Fire Station is 1.05 acres.

In July 2020, the City Commission identified park and recreation projects to be part of the local ballot proposal for \$11,250,000. The proposal to create a park at Fire Station #2 was presented after projects were included with the Parks and Recreation Bond proposal.

Since the passing of the Parks and Recreation Bond proposal, we are moving forward on several initiatives as part the recommended project priority list. The overall Parks and Recreation Master Plan identified several capital improvements projects at numerous City parks, new playgrounds and improvements to the Rouge River trail system. This proposal is not part of the overall parks and recreation initiatives.

As part of the due diligence in reviewing and making a recommendation back to the City Commission on this issue, the Administration will examine historical records and background information on other similar naming protocols of City parks, facilities and the like. There are examples from the past for which we can draw from as part of this review.

A donation is not being proposed as part of this request, but there is certainly a potential opportunity for donations to be part of any future park development. I have included a copy of the Parks and Recreation Donor Policy adopted in October 26, 2015 by the City Commission.

LEGAL REVIEW:

There is no legal review at this time.

FISCAL IMPACT:

New park and playground located at Fire Station #2 was not part of the Parks and Recreation Bond allocation, since it came up afterwards. Therefore, at this time, this park development is not included in the bond dollar distribution. There has been no funds budgeted in the current fiscal year budget for any park improvements at this site.

PUBLIC COMMUNICATIONS:

Public input will be ongoing, to be gathered at the Parks and Recreation Board and City Commission meetings. Opportunities to include social media tools for additional feedback about this issue. Communications will be underway between City Administration and various City Departments.

SUMMARY:

Several issues need to be addressed as part of the review by the Parks and Recreation Board. These may include some of the following items. 1. Examine zoning issues and park designation steps. 2. Does this limit or restrict Fire Station uses and future expansion? 3. Review potential site amenities and probable costs, based on size and space restrictions. 4. How do we initiate naming opportunities, review past examples of City Commission actions. 5. How do we go about finding fundraising opportunities? 6. Examine potential financial impact and funding sources.

ATTACHMENTS:

- August 11, 2020 Parks and Recreation Board Agenda Item #2 and meeting minutes
- City of Birmingham Parks and Recreation Donor Policy

SUGGESTED RESOLUTION:

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.



Connie Folk <cfolk@bhamgov.org>

Fwd: Proposal for the Birmingham City Commission

1 message

Lauren Wood <Lwood@bhamgov.org>

Tue, Jul 14, 2020 at 2:28 PM

To: "Laird, Carrie" <Claird@bhamgov.org>, "Folk, Connie" <cfolk@bhamgov.org>

fyi

See the attached

Lauren Wood

Director of Public Services

City of Birmingham

Department of Public Services

851 S. Eton, Birmingham, MI 48009

Direct Dial: 248.530.1702

----- Forwarded message -----

From: **Joe Valentine** <Jvalentine@bhamgov.org>

Date: Mon, Jul 13, 2020 at 9:34 AM

Subject: Fwd: Proposal for the Birmingham City Commission

To: Brad Host <bhost@bhamgov.org>, Clinton Baller <cballer@bhamgov.org>, Mark Nickita <mnickita@bhamgov.org>, Pierre Boutros <pboutros@bhamgov.org>, Racky Hoff <rhoff@bhamgov.org>, Stuart Sherman

<sshernan@bhamgov.org>, Therese Longe <tlonge@bhamgov.org>, Tim Currier <tcurrier@bhlaw.us.com>

Cc: Alex Bingham <abingham@bhamgov.org>, Lauren Wood <Lwood@bhamgov.org>

FYI - Please note the attached letter and petition received today from a resident in the Quarton Lake neighborhood to make the public property next to Fire Station #2 off Maple into a park and playground. Such requests would be routed to the appropriate board for a review and recommendation, which in this case is the Parks and Recreation Board.

----- Forwarded message -----

From: **Joe Valentine** <Jvalentine@bhamgov.org>

Date: Mon, Jul 13, 2020 at 9:28 AM

Subject: Fwd: Proposal for the Birmingham City Commission

To: <katebongiorno@gmail.com>

Cc: Therese Longe <tlonge@bhamgov.org>

Ms. Bongiorno,

Thank you for sharing your petition for the creation of a new park and playground in the Quarton Lake Neighborhood next to fire station #2. As we consider opportunities for improving our parks we will include your petition for consideration as well. This evening the City Commission will be presented with an opportunity for a Parks and Recreation Bond and I will share your petition with them. Per normal protocol, your petition may be directed to the Parks and Recreation Board for review and development of a formal recommendation back to the City Commission to act upon. We can keep you advised as to when the Parks and Recreation Board may consider your petition so you can elaborate on the interest and ideas from your neighborhood.

Best regards,

Joe Valentine

----- Forwarded message -----

From: **Kate Bongiorno** <katebongiorno@gmail.com>

Date: Fri, Jul 10, 2020 at 5:54 PM

Agenda Item #2

Subject: Fwd: Proposal for the Birmingham City Commission
To: <jvalentine@bhamgov.org>, <tlonge@bhamgov.org>

Dear City Manager Valentine,

Please find attached a letter and supporting petition proposing the creation of a new Birmingham City park and playground in the Quarton Lakes Estates neighborhood.

I have previously discussed this idea with City Commissioner Longe and have copied her on this email.

Incidentally, I would be glad to mail or deliver the actual signed petitions with citizens' signatures if it is preferred, but since City Hall is closed due COVID-19, an email and copy of the petition seemed the most efficient means of communication at this time.

Thank you for considering this community project.

Best regards,
Kate Bongiorno

--

Joseph A. Valentine
City Manager
[City of Birmingham](#)
[151 Martin Street](#)
Birmingham, MI 48009
(248) 530-1809 Office Direct
(248) 530-1109 Fax
jvalentine@bhamgov.org
Twitter: @JoeValentine151

To get the latest information regarding the City of Birmingham, please sign up for our communication tools by clicking here www.bit.ly/bhamnews.

--

Joseph A. Valentine
City Manager
[City of Birmingham](#)
[151 Martin Street](#)
Birmingham, MI 48009
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2 attachments

QLE Playground Petition .jpg
2196K



Quarton Lakes Estates Playground Proposal 07.10.20.pdf

95K

Kate Bongiorno
684 Puritan Avenue
Birmingham, MI 48009

July 10, 2020

Birmingham City Commission
151 Martin Street
Birmingham, MI 48009

Dear Birmingham City Manager Valentine, City Clerk Allen, and Esteemed Commission Members,

I would like to request and encourage your consideration of the creation of a 15th Birmingham City Playground in Quarton Lakes Estates.

This idea was hatched about a year ago when my friend (and fellow Birmingham resident) and I took our kids to visit all 14 Birmingham playgrounds in one day. It took us six hours and we enjoyed the variety of landscapes and playscapes and the opportunity to explore Birmingham. On our drive home, my kids and I wondered why our neighborhood was missing a neighborhood playground?

I subsequently shared my thoughts with other friends in the neighborhood and one, who I must take a moment to spotlight as one of Birmingham's most loyal citizens, Patricia Andrews, suggested that the greenspace adjacent to the beautiful new Fire Station #2 might be a good location to build a playground in the neighborhood.

I could not agree with her more!

The space next to Fire Station #2 has ample space to create a safe, pleasant, inviting space for recreation and relaxation. It has easy pedestrian and bike access from Fairfax, Chesterfield, and Maple Roads. In addition, it boasts street parking, complimentary nearby local businesses to visit for a snack while playing, a tony new fire station that is well-known by children in the neighborhood, and nice, established features of shade, safe distance from the roads, and access to the Fire Department in case of emergency.

This proposed playground space will offer a wonderful place for community connections!

The churches along Maple Road house many preschools and the playground will offer a welcome option for parents with younger siblings who have a couple of hours to play in between drop-offs and pick-ups at Quarton, West Maple, Hand-in-Hand and First Kids Preschools. For residents who are retired, a beautiful outdoor space with tables and benches will be a terrific location to meet up for coffee and conversation or gather for a game of chess, cards, or dominos with friends and neighbors... and fresh air.

Quarton Lakes Estates is a neighborhood with a population mix of families and retirees. A playground and park will create an ideal space for neighbors who otherwise miss one another due to different schedules and lifestyles to meet and socialize in a casual, outdoor setting. It offers intersections for neighbors to meet and get to know one another, which is vital for creating strong, connected neighborhoods and communities. As I shared this idea with my friends and neighbors, it was equally embraced by the young and the young at heart, individuals with children and those who enjoy being around children.

The creation of Birmingham's 15th playground has tremendous merit at face value, but there is *so much more* potential that comes part and parcel with its construction.

The park could be a great venue for residents to rent for birthday parties, scouts or sports team picnics, or school parties. While offering a safe option for social events, it could also generate a nominal source of revenue to support maintenance costs. Similarly, a structure such as fence or pathway could be constructed through donations and offer a place for residents to donate to their local neighborhood gathering space and "leave their mark" with an inscribed fence plank or brick or stone.

The park could also be a great place for the City to offer exciting, low-cost, high-impact events such as book readings, concerts, or holiday gatherings to promote community... and even spotlight rising poets, musicians, artists, or tastemakers living right next door who might happily share their talents with their neighbors on a sunny afternoon at the park?!

I propose that the space is simple but can impactfully multi-task: picnic tables and benches, garbage and recycling cans, a water fountain, a sandbox or Gaga Pit, a mix of toddler and youth, ADA inclusive swings, a slide, and basic climbing structure. The space could also potentially accommodate a basketball hoop and park exercise equipment that would be equally enjoyed by teenage and adult parkgoers *and* our loyal firefighters during downtime at the Station.

In addition, I suggest adding features that invite community collaboration: small gardens that could be adopted by residents, student groups, or schools; Book Walks that could be guided by friends at the ever-improving Baldwin Library; fairy gardens or nooks broadcasting positive, inclusive messages; a Little Library; a kiosk or message board where the City or residents could post useful, neighborly information (i.e. items for sale, new social groups, events, missing pet notices, etc.); and a hallmark feature to make the playground really unique such as a community-member created Art installation, a fence with love locks, a gazebo, a pine tree where ornaments could be displayed for seasonal holidays, or a take something/leave something surprise box.

The sky's the limit with opportunities to turn the beautiful space flanking Birmingham's impressive new fire station into a place with even more to offer its residents in Quarton Lakes Estates... and the Birmingham community at large!

Upon presenting the idea around my neighborhood this Spring, I was greeted with great enthusiasm by neighbors on many different streets within Quarton Lakes Estates and across all demographics. I have attached a list of residents who similarly support the proposal of a playground in our neighborhood.

Moreover, in these uncertain times, I believe a safe, new, exciting open space, out of doors might be just what Birmingham needs to inspire hope and offer new opportunities for safe social engagement.

On behalf of my neighbors and myself, thank you for your consideration of this community improvement as well as your ongoing dedication to Birmingham, City Manager Valentine, City Clerk Allen, and Councilmembers Longe, Host, Hoff, Baller, Boutros, Nickita, and Sherman.

Sincerely,

Kate Bongiorno

Petition to Create a Quarton Lakes Estates Neighborhood
Playground Adjacent to Fire Station #2

Name	Address	Signature
Kristin Plumb	1841 Melbourne St.	ll-ne
Laura Northerner	1869 Melbourne St	Laura Northerner
Hannah Kessler	595 Kimberly St.	Hannah Kessler
Katie Holder	1832 Melbourne St	Katie Holder
June Strickland	1822 Melbourne St	June Strickland
MARIANNE WINTERS	1825 MELBOURNE	Marianne Winters
Jennifer Swanson	1777 MELBOURNE ST	Jennifer Swanson
Rob Dale	1755 Melbourne St.	Rob Dale
Erin Mortenson	975 Fairfax St	Erin Mortenson
Jen Genberg	287 Suffield Ave	Jen Genberg

Petition to Create a Quarton Lakes Estates Neighborhood
Playground Adjacent to Fire Station #2

Name	Address	Signature
Kate Bongiorno	684 Puritan Avenue	Kate Bongiorno
JAMES BONGIORNO	684 PURITAN AVE	J Bongiorno
^{Patricia Andrews} Patricia Andrews	235 Chesterfield	Patricia Andrews
Keri Robson	993 Suffield Ave	Keri Robson
David Robson	993 Suffield Ave	David Robson
MIKE BARD	916 SUFFIELD AVE	Mike Bard
Sarah Eversman	916 Suffield Ave	Sarah Eversman
NELISSA MARK	635 PURITAN AVE	Nelissa Mark
Thomas Mark	635 Puritan Ave	Thomas Mark
CYNTHIA LEFAY	672 Puritan Ave	Cynthia LeFay
Amanda Schairer	1444 Chesterfield Ave	Amanda Schairer

SUSAN CONWAY	998 Brookwood Bham	Susan Conway
William Conway	11 11 11	William Conway
TRICIA PRAY	607 Pilgrim Birmingham	Tricia Pray
Darleen Mahler	1280 Redding Rd Birmingham	Darleen Mahler
HUGH MAHLER	1280 Redding Rd Birmingham	Hugh Mahler
ANTHONY FOREST	1098 FAIRFAX ST. BIRMINGHAM	Anthony Forest
Mariani Rahman	1757 Winthrop Ln, Birmingham	Mariani Rahman
LISA HOFFMAN	1862 Winthrop Lane	Lisa Hoffman
Jennifer Goertz	316 Puritan,	Jennifer Goertz
Lynn Host	639 Puritan	Lynn Host
Brad Host	639 Puritan	Brad Host
PASCALE BAUER	1791 PINE STREET	Pascale Bauer
William Beachum	701 Puritan	William Beachum

AGENDA ITEM #2: Letter dated July 10, 2020-Requesting a New Park & Playground-Quarton Lakes Estates

Lauren introduced Kate Bongiorno who presented a proposal for a playground in the Quarton Lake Neighborhood next to fire station #2, located on Maple Rd. and Chesterfield Rd. Kate stated it would be a park with a playground that would provide opportunities to the community for recreation activities.

Katie iterated the next steps would include community conversations. The area would include an all-inclusive playground structure, benches, picnic tables and a gazebo.

Lauren stated that the property is about a .5 acre and a continuous part of fire station #2 and is not identified on any of the City of Birmingham maps in our Parks and Recreation Master Plan. Lauren stated that the timing is good for this type of project.

No Action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #1: Parks Bond Opportunity- City Commission Meeting Agenda Item July 20, 2020:

Lauren presented the supporting background information in terms of the park bond opportunity, Language which is strictly a supplement to Annmarie's presentation.

No Action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #2: Parks and Recreation Bond –email received from John Rusche

John stated he was motivated on sending the email after watching the deliberations from City Commission and the comments on how does the City Commission even knows that the Parks and Recreation Board is behind the Parks and Recreation bond.

No Action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #3a Kenning Skate Park, Emails received from Dr. Anna Groebe and Jackie Ruppert

Lauren provided an exchange of communication on different uses of Kenning Skate Park. Lauren stated that staff is looking at other skate parks and once information is available they will be contacted so information maybe share with them once the item returns back to the Parks and Recreation Board. Lauren also stated that the parks rules and regulations will also be forthcoming.

No Action was taken by the Parks and Recreation Board

COMMUNICATION/DISCUSSION ITEM #3b Letter regarding Kenning Skate Park-received from Henry Franco

Lauren provided a letter that was received from Henry Franco regarding using scooters in the Lincoln Skate Park.

No Action was taken by the Parks and Recreation Board

City of Birmingham Parks and Recreation Donor Policy

Thank you for considering Parks and Recreation in the City of Birmingham for your donation. We welcome donations from individuals, foundations, non-profit organizations and corporations and look forward to working with you.

While donations for our parks will enrich the community, the City of Birmingham recognizes that its open spaces, trails and recreation areas are precious resources. Accordingly, the City of Birmingham desires to protect and preserve the open, tranquil atmosphere of our parks, to protect the natural quality of our trails and to enhance the development of our recreational assets. Therefore, donations for park improvements and recreation programming will be considered with the support of those goals in mind.

I. DONATION CATEGORIES

The City of Birmingham welcomes donations in several categories including:

- a) Park landscaping elements include trees, shrubs and other flora. Donations of all landscaping elements, however, must be approved species and there may be site specific limitations. Please see the City of Birmingham Park Donor Program for further information.
- b) Park amenities for the purchase, replacement or refurbishment and maintenance of park benches, picnic tables, drinking fountains, bicycle racks, playground components and the like. Although suggestions from donors will be considered for the placement of a donated park amenity, final decisions as to location will be determined by the City of Birmingham. Please see the City of Birmingham Park Gift Donor Program for further information.
- c) Park features include arbors, pavilions, plazas, gardens, and the like. Such features must enhance the park, enrich the experience of park users and be consistent with park planning processes. Accordingly, such proposed donations will only be considered on a case-by-case basis. Donors may contact the City of Birmingham or the Director of Public Services to discuss proposed park features.
- d) Monetary donations, such as cash or negotiable securities, may be used toward the development and general upkeep of park elements, amenities and features. Donors may identify a specific use for the City's consideration, or funds may be used to best meet the needs of the City of Birmingham Parks and Recreation projects.

II. DONATION GUIDELINES

In order to have a consistent donor program, the following guidelines endeavor to address both the needs and resource capabilities of the City of Birmingham and the desire of donors to support Birmingham's Parks. Donors should contact the Director of Public Services to discuss donation ideas.

- a) The City wants to ensure the best appearance and aesthetic quality of its parks. Thus, donations should satisfy a true need of an approved park scheme.

II. **DONATION GUIDELINES** *(continued)*

- b) All donations will be reviewed for appropriateness and compatibility with the City of Birmingham Parks and Recreation Master Plans. The City reserves the right to decline any donation if, upon review, the donation is (1) limited by special restrictions, conditions or covenants which pose unreasonable budgetary or maintenance obligations on the City, or (2) not in the best interest of the City.
- c) Donors may be asked to appear before the Birmingham Parks and Recreation Board and/or the City Commission, to present their donation proposal. Public comment and feedback may be considered during the review process.
- d) The City understands that donors may have preferences regarding the choice of design professionals, vendors and contractors, and preferences regarding the location, size, scale, color and materials of donated elements, amenities and features. The City, however, must adhere to the open bid process requirements, if applicable, and to other City policies and goals. Accordingly, final decisions on all details of the proposed donation shall be at the sole discretion of the City of Birmingham.
- e) While the City recognizes the generally good intentions behind any donation, the City, at its sole discretion, reserves the right to decline any gift or donation.
- f) Upon acceptance by the City, any donated element, amenity or feature, becomes City of Birmingham property. The City has an interest in ensuring that all park elements, amenities and features remain in good repair and will provide, at its sole discretion, reasonable maintenance of donated items. The City, however, is under no continuing obligation to repair, replace or maintain perpetual care for any donated item.
- g) The City will make a reasonable effort to notify a donor of any damage, theft or other loss to a donated item and may, at its sole discretion, repair or replace such a donated item to the extent it deems practical, or as described in the original gift agreement, if any.
- h) Because donations to the City of Birmingham may be tax deductible, donors are encouraged to consult with their tax advisor.

III. **DONOR RECOGNITION**

- a) Recognition shall be provided for all gifts given to the City of Birmingham for park improvements, subject to such general policy changes and amendments as may be implemented by the City Commission.
- b) "Naming rights" on any park feature or element are subject to the approval of the City Commission.
- c) All donations will be acknowledged by a letter of appreciation from the City of Birmingham.



MEMORANDUM

Engineering Department

DATE: April 20, 2021

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer
Mark Gerber, Director of Finance/Treasurer
Mary Kucharek, City Attorney

SUBJECT: Unimproved Streets Policy Modifications

INTRODUCTION:

On April 12, 2021, the City Commission conducted a workshop to explore the key recommendations made by the Ad Hoc Unimproved Streets Study Committee in their final report to the City Commission. The City Commission is being asked to modify the City's current policy and procedures associated with converting an unimproved street to an improved street.

BACKGROUND:

There are ninety (90) miles of existing roadway in the City of Birmingham. Approximately 30% (26 miles) of them are classified as "unimproved" streets. An unimproved road is a gravel road, with or without curbs, that has been maintained with chip or cape seal to provide a relatively smooth and dust-free driving surface. These unimproved streets exist due to the majority of neighborhoods in the City being subdivided and open for development prior to 1930. During this time local streets were built with gravel roads with no provision for storm drainage. Residents with unimproved roads often experience issues with flooding and deteriorating road surfaces as a more common occurrence than their neighbors with improved roads.

Today, unimproved streets may be converted to an improved street with construction of engineered pavement and drainage improvements only when a majority of residents on a residential block submit a petition to the City for such an improvement. In order, to convert a road from unimproved to improved, residents must pay a percentage of the total cost via special assessment.

The City Commission heard an increasing number of complaints from residents over the past several years concerning issues with drainage and the condition of the road surface on unimproved streets. In response, the Commission passed a resolution creating an Ad Hoc Unimproved Street Study Committee (AHUSC). The charge of the committee was to conduct a City-Wide study of unimproved streets and provide a recommendation outlining a long-term plan for improving these streets.

The AHUSC convened from June 2018 until December 2020, when it concluded its charge and presented a Final Report to the City Commission on December 21, 2020. The report provides details regarding the various topics related to the issue, and follows with actionable recommendations to modify the City's existing policy and procedures associated with converting

an unimproved street to an improved street. The Committee unanimously believes that there are three key areas that should be the focus of their recommendations. These include the:

- 1) Initiation of the petition process by the City and not only by the citizens,
- 2) Selection of the road surface and design alternatives, and
- 3) Identification of funding sources that may allow the City to accelerate the conversion of unimproved roads.

On April 12, 2021, the City Commission held a workshop meeting to discuss these key recommendations, along with a fourth item related to planning for the street improvement projects. There appeared to be a consensus regarding a number of the issues, and Staff believes adequate direction can be given to move forward in a productive way. This report will outline the key recommendations that were discussed, summarize the general discussion with pertinent points highlighted, and provide resolutions for City Commission action.

Initiation of Petition Process:

The current process for initiating a petition to improve an unimproved street is a homeowner-led process, where a majority of the residents on a particular street are in support of the proposed improvement. *The AHUSC recommends changing the initiation process so that project initiation begins with the City and not the homeowners.*

At the workshop, City Attorney Kucharek presented a review of the City Charter and current ordinances related to special assessments, and how they have been applied for many years as a policy for converting unimproved streets to improved streets. A number of items were identified that could be improved or better defined through an update to the ordinances. One of the items of discussion was related to how a street improvement project initiated by the City, instead of being a result of a homeowner-circulated petition process, can be implemented with some degree of confidence where there is general support by the property owners on a particular street. The concern is that considerable City Staff effort, in both time and funding, is required to develop project plans, and if the property owners are not generally supportive of the project, is it better to spend that effort on a different project. The "expression of interest" concept was introduced as a possible mechanism for allowing the City to poll property owners on a potential street improvement project early in the project development process as a means to gauge support, and reaffirm proceeding with design. While the committee recommended a City initiated process be followed, they believed it would be important to retain the citizen-led petition process as an option for those that are interested in getting their particular street improved without waiting for the City to initiate the process.

Planning for Street Improvement Projects:

The current process for planning unimproved street projects involves waiting for a property owner led petition effort to be submitted. Paving work may have occurred on an unimproved street when sewer or water system repairs were being addressed, however would have been only the patching of the disturbed pavement, and not constructing a fully improved street. The current planning process for the improved road network involves prioritizing future projects based on an infrastructure scoring system, which takes into account the condition of the pavement surface, sewers, and water main on a block-by-block basis. This prioritized project list helps guide development of the 5-year Capital Improvement Plan. *The City*

Engineering Department will prioritize projects based on an infrastructure ranking system outlined in this report. The City will begin initiating road conversion projects based on this ranking system and incorporate them into the five-year capital plan. Homeowners will retain their ability to petition the City to advance a project more quickly, where possible.

At the workshop, City Engineer Surhigh presented an overview of the prioritization process used on improved streets, and discussed how unimproved streets could be prioritized in a similar fashion. One item of discussion was preparing a “master plan” for unimproved streets as a means for describing the scope of future work, and establishing a framework for completing improvement of unimproved streets. Certain questions related to planning for improvement of unimproved streets, and approaches to funding the projects, are directly related to the City’s goals for a timeframe for the program. There appeared to be a consensus that the prioritization for improving unimproved streets should be completed, and that a “master plan” approach should be utilized to plan for the improvements. However, there was not clear consensus on the timeframe, as it is integrally related to the funding capacity question.

Selection of Road Surface and Design Alternatives:

In recent years, new road construction in the City has generally been completed using concrete pavement, mainly due to the financial benefit to the City when considering the life-cycle cost (initial construction cost plus future maintenance costs) of concrete pavement versus an equivalent asphalt pavement section. The Committee recommends using concrete for new improved streets and allowing for the consideration of asphalt as an alternative road surface material at the determination of the City Engineer when reviewing such factors as long term costs, maintenance requirements, limited use areas such as courts and dead end streets that experience considerably less traffic counts.

At the workshop, City Engineer Surhigh presented information related to this topic. Items of discussion included property owners on a particular street having some part in the choice of pavement surface material that would be used on the street, and developing design guidelines or standards for street improvements. With the potential changes in policy related to project initiation and planning, there will be an opportunity to increase awareness about the projects and start engagement with property owners over design issues earlier in the process. There was not clear consensus on this recommendation at this time, and it is integrally related to the funding capacity question and other issues.

Identification of Funding Sources:

Under the current program, a typical project for improving an unimproved street would include funding from various sources to complete the necessary work. For the road paving component of a project, the costs are split between the property owners benefiting from the particular project (85%) and the City (15%). The City’s share of these road construction costs are primarily derived from Act 51 distributions from the State of Michigan, and City property taxes. On streets where sewer system and water mains require improvements, those costs are funded 100% by the City. The Committee recommends using General Fund transfers to fund just the road component of the improvement with bonds providing the funding for the water and sewer improvements. This is considered a “pay-as-you-go” approach, and

would still depend on the property owners benefitting from the project to pay for 85% of the road construction costs as they do under the current process.

At the workshop, Finance Director Gerber presented an overview of how the City funds maintenance and construction of roads, sewers and the water distribution system. Discussion occurred regarding options for funding, including bond sales, utility rates, and increases to the millage rate. There was not a clear consensus on this recommendation, as it is integrally related to the prioritization and planning for street improvement projects, as well as deciding on a timeframe for completing the program. With the potential changes in policy related to project initiation and planning, there will be an opportunity to develop a more detailed funding example for a specific timeframe scenario.

LEGAL REVIEW:

This report and resolutions contained herein have been reviewed by the City Attorney, and found to be in order.

FISCAL IMPACT:

There are sufficient funds in the adopted FY20/21 budget and in the proposed FY21/22 to conduct the research, analysis and studies that will be required to satisfactorily address the proposed actions contained herein. These efforts are expected to be completed by a combination of Staff and various consultants as needed.

SUMMARY:

Staff recommends that the City Commission direct the City Manager to conduct the following actionable items:

1. Review the existing ordinance related to Special Assessments, and propose modifications and additions to the ordinance language to allow the City to be proactive in identifying the need of street improvements and initiating such street improvements, and for the creation of Special Assessment Districts to defray the costs of these improvements. Further, to develop the petition process to allow for City-initiated projects and the use of a tool for an "expression of interest" in order to gauge the level of support from property owners in a particular project area before the City expends significant resources towards development of the design of a project, while retaining the ability of property owners to directly petition for a street improvement project.
2. Complete infrastructure ratings for the road surface, sewer system, and water distribution system on and along all unimproved streets in the City, and create a prioritization list for improving the unimproved streets based on current conditions.
3. Complete a Master Plan for Unimproved Streets that will include: establishing "level of service" goals to manage expectations for the City street system; developing recommended design guidelines for road materials, curbs, drainage features, and other appurtenances; developing conceptual cost estimates for every "block" of the unimproved street network with descriptions of assumptions used for street width, pavement materials, and other appurtenances; developing an implementation plan for improving the highest priority tier in the near-term, including a strategy for making necessary funding available; developing goals for a long-term improvements and maintenance of the improved street network that will be growing as unimproved streets are improved,

including financial commitments that must be made to achieve the long-term goals; and developing a plan that integrates the cape-seal program to maintain satisfactory surface conditions on the unimproved streets in the future.

ATTACHMENTS:

- Slides from April 12, 2021 Workshop Presentation
- City Information Brochure titled "Understanding Improved and Unimproved Roads"
- Map of Unimproved Streets
- Engineering Department Report on Infrastructure Scoring from 2021 Long Range Planning Meeting
- Engineering Department Report on Unimproved Streets Planning from 2021 Long Range Planning Meeting

SUGGESTED RESOLUTION:

WHEREAS, the City Commission recognizes that the Ad Hoc Unimproved Streets Committee recommends that the City be proactive in determining needs of improvement throughout the City and it is necessary to create a new approach; and

WHEREAS, the City Commission is supportive of the City Manager reviewing the current ordinance, and updating it to develop the practice of obtaining "expressions of interest" and adding that to the process in order to determine the need for a street improvement within the City; and

WHEREAS, the City Commission is supportive of the City Manager completing infrastructure ratings for every "block" of the unimproved street network, consisting of condition ratings for the road surface, sewer system, and water distribution system; and

WHEREAS, the City Commission is interested in having the City Manager complete a "Master Plan for Unimproved Streets" that will establish broad goals for maintenance expectations of the City street system, develop recommended design guidelines related to street improvements, develop conceptual costs for improvements, develop an implementation plan for addressing the highest priority tier and recommendations for providing adequate funding, outline long-term financial commitment needed to maintain the improved street network, and to integrate the cape-seal program to address deteriorating unimproved street surfaces as the prioritized improvements are being made.

NOW, THEREFORE, IT IS RESOLVED that the City Manager is to redraft the current ordinance and develop a process by which the City will become more proactive in identifying the need for street improvements in order to initiate road improvements and the creation of Special Assessment Districts; and that the City Manager is to prepare a Report to the Commission presenting the compiled infrastructure ratings for every "block" of the unimproved street network; and that the City Manager is directed to prepare a "Master Plan for Unimproved Streets" as described herein, a street improvements design manual for constructing improved streets, a report on financing alternatives and the Manager/Staff recommended alternative, and prepare a capital improvements program for the next five years for the streets that are determined to be of the highest priority based on the Manager's determination of available funds.

**CITY OF BIRMINGHAM
UNIMPROVED STREETS WORKSHOP**

Monday, April 12, 2020




WORKSHOP OUTLINE

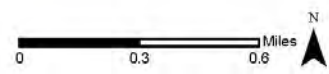
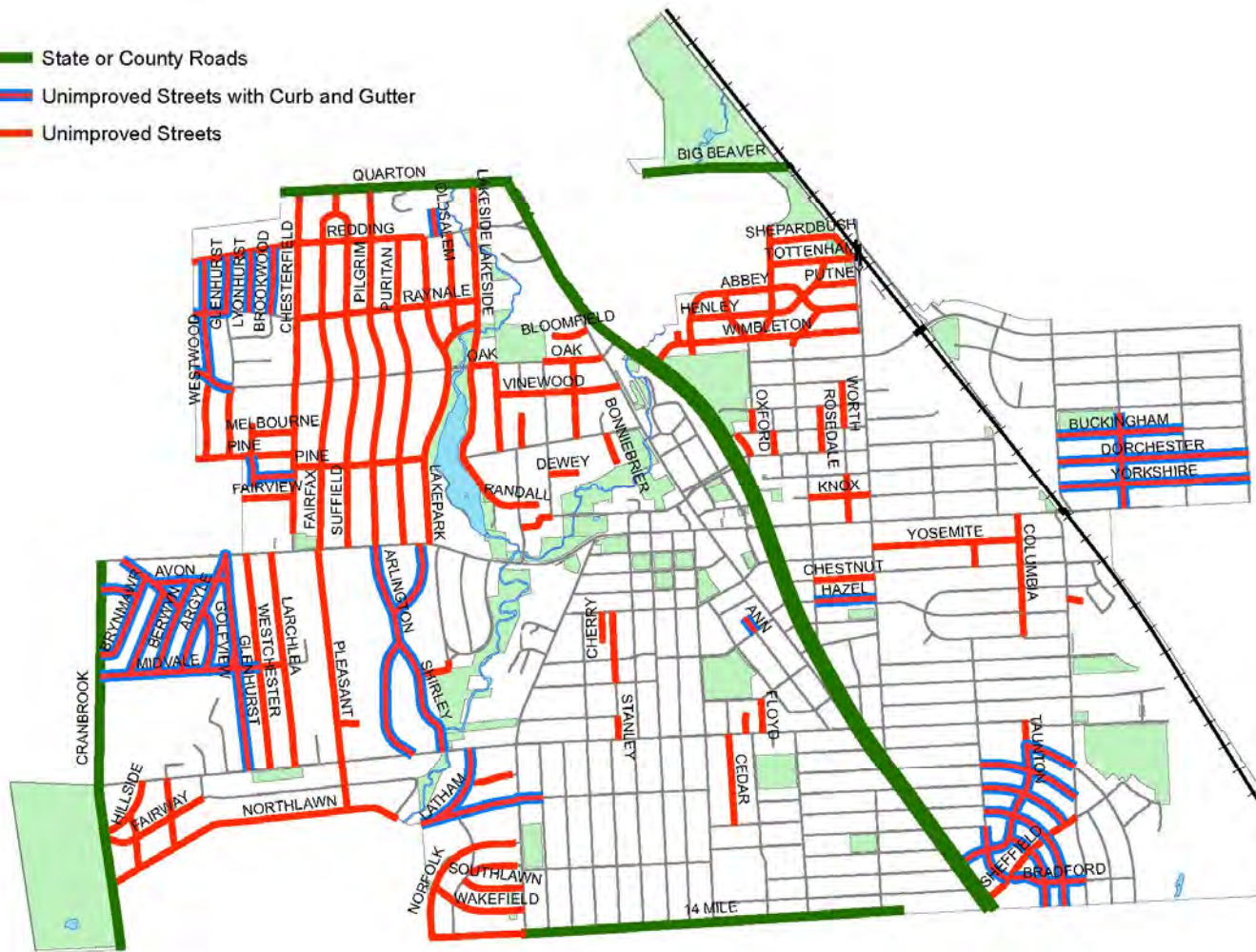
- Funding for Unimproved Roads
- Planning for Infrastructure Improvements
- Design Standards for Improving Unimproved Streets
- Policy on Special Assessment Districts

Tom Markus, City Manager

248.530.1809 (office)

tmarkus@bhamgov.org

-  State or County Roads
-  Unimproved Streets with Curb and Gutter
-  Unimproved Streets



FUNDING FOR UNIMPROVED ROADS

Mark Gerber, Finance Director

248.530.1814 (office)

mgerber@bhamgov.org

FUNDING FOR UNIMPROVED STREETS

Understanding the Fiscal Impact of the Unimproved Road Issue

- Funding for unimproved roads is the main issue
- Understanding how roads, water, and sewer improvements are currently funded is key to understanding how to move forward
- Projected costs to improve all the unimproved roads
- Cost-sharing comparison
- Funding challenges using current road funding model
- Funding challenges using bonding

FUNDING FOR UNIMPROVED STREETS

Major Street vs Local Street

- Each municipality can determine which streets are major versus local based on importance.
- Major streets designations may be approved by the local governing body subject to approval by the Michigan State Transportation Commission.
- Generally major streets are determined locally by the amount of traffic

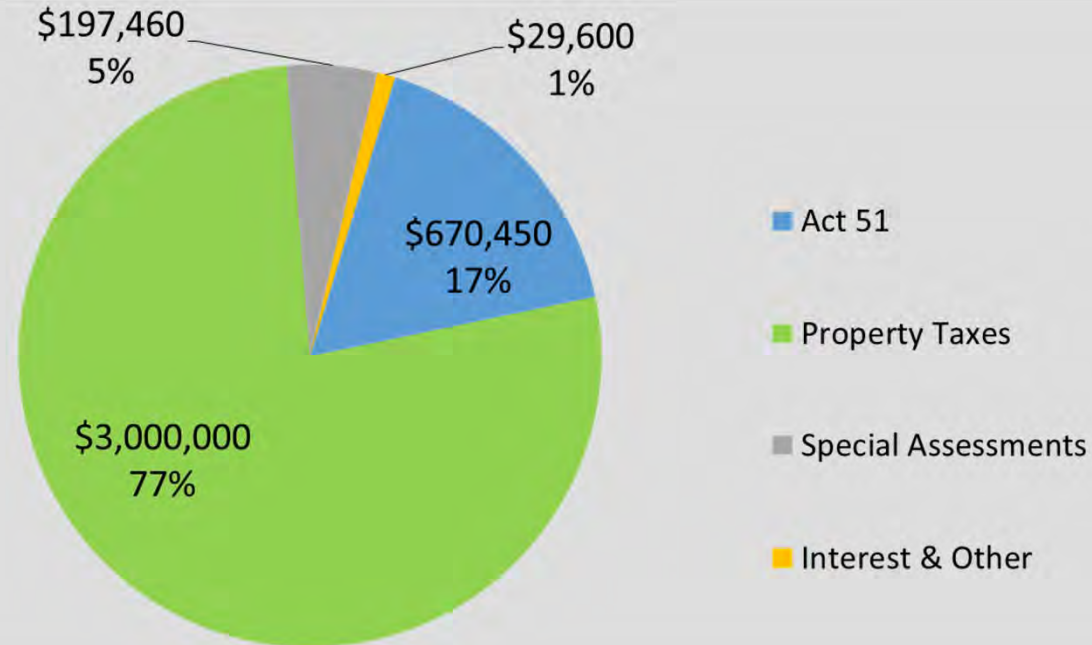
FUNDING FOR UNIMPROVED STREETS

How Local Roads Are Funded

- Property Taxes
 - Via transfer from the General Fund
- Act 51 Funding – State of Michigan
 - Fuel and weight taxes and vehicle registrations
- Special Assessments
 - Charged to property owners when cape seal is performed or when unimproved road is upgraded.

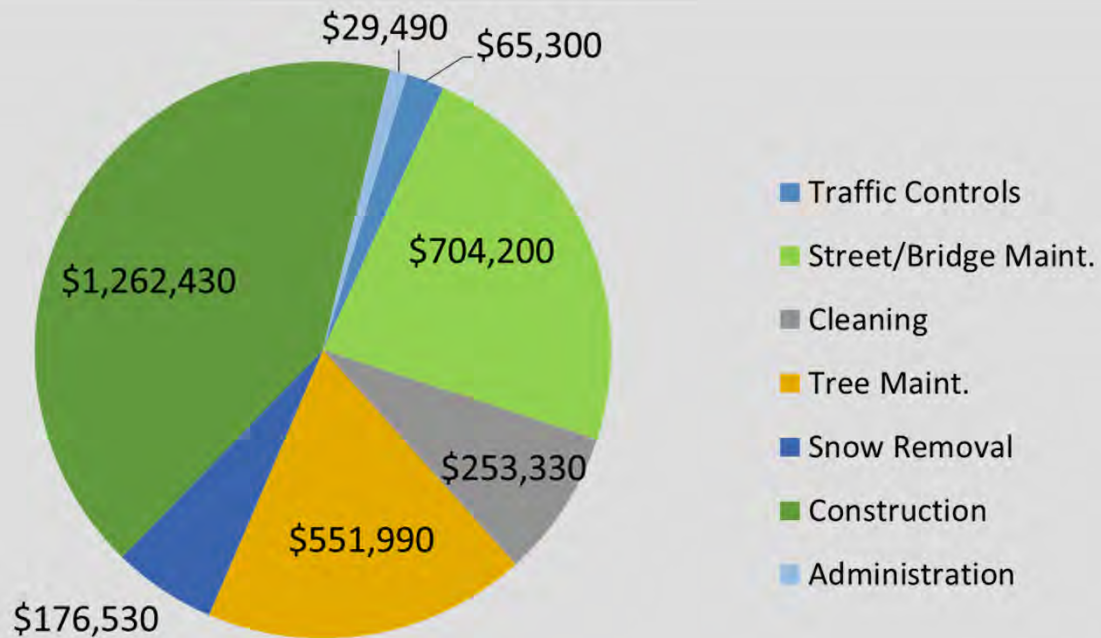
Major and local street projects along with related water and sewer projects are forecasted out 6 years for funding purposes.

FUNDING FOR UNIMPROVED STREETS



FY 2020-2021 Local Street Fund - Funding Sources = \$3,897,510

FUNDING FOR UNIMPROVED STREETS



FY 2020-2021 Local Street Fund - Funding Uses = \$3,043,270

FUNDING FOR UNIMPROVED STREETS

Special Assessment Projects

- City acts like the banker
 - City pays for project upfront (needs to have the funds available at time of construction)
- Properties are assessed 85% of total project based on proportional benefit (i.e. road frontage)
- Property owners have 10 years to pay back assessment with interest (can pay back early to avoid future interest).
 - This will cause a delay in replenishing funds for future construction and will require the City to fund future projects.

FUNDING FOR UNIMPROVED STREETS

How Water Projects Are Currently Funded

- Property Taxes
 - \$1.0 Million of operating levy allocated for water improvements
- Water Utility Rates – Depreciation Charge
 - \$0.9M is generated through rates
- Total of \$1.9M available for projects
- All utility users pay for projects regardless of where the project is
 - Benefits upstream and downstream users
- Property owners may be special assessed for service line improvements (unless lead service line).

FUNDING FOR UNIMPROVED STREETS

How Sewer Projects Are Currently Funded

- Sewer Utility Rates – Depreciation Charge + Additional Capital
 - \$1.8M is generated through rates
- Total of \$1.8M available for projects
- All utility users pay for projects regardless of where the project is
 - Benefits upstream and downstream users
- Property owners may be special assessed for sewer lateral improvements

FUNDING FOR UNIMPROVED STREETS

Cost of Updating Unimproved Roads

- Reconstruct and update 1 mile of road
 - Road costs = \$2.3 million
 - Water main replacement = \$1.1 million
 - Sewer line replacement = \$1.15 million
 - Total cost per mile = \$4.55 million
- There are approximately 26 total miles of unimproved roads
 - Total cost of approximately \$118 million (in today's dollars)
- Other Requested Costs
 - Sidewalks = \$1.1M/mile (both sides of street)
 - Underground utilities (electricity only) = \$3 million/mile

FUNDING FOR UNIMPROVED STREETS

Cost-sharing Comparison

	85%	75%	65%	50%
Total Road Cost Only	\$60,000,000	\$60,000,000	\$60,000,000	\$60,000,000
Special Assessment Share	\$51,000,000	\$45,000,000	\$39,000,000	\$30,000,000
City Assessment Share	\$9,000,000	\$15,000,000	\$21,000,000	\$30,000,000

Funding Challenges Using Current Model

Assuming 1 mile of unimproved roads is done per year (26 year completion)

	(A) Funds Available for Construction	(B) Unimproved Road Construction Costs	(C) Annual Improved Road Construction Costs	(A)-(B)-(C) Funding Surplus/(Deficit)
Local Street Fund	\$2,000,000	\$2,300,000	\$1,700,000	(\$2,000,000)
Major Street Fund	\$2,500,000	0	\$2,500,000	0
Water Fund	\$1,900,000	\$1,100,000	\$1,500,000	(\$700,000)
Sewer Fund	\$1,800,000	\$1,150,000	\$1,800,000	(\$1,150,000)

Under this scenario, there isn't sufficient funding to add unimproved roads without:

1. Postponing repair of other existing improved roads (major or local); or
2. Increase property taxes and increase water and sewer rates
 - a) Currently the City has approximately .3-.4 mill available under its operating levy which would generate approximately \$800,000 - \$1,000,000 in tax revenue. This "gap" will continue to be threatened as a result of the Headlee millage rate reduction
 - b) Headlee tax override would be necessary to increase maximum tax levy authorization
 - c) \$1 increase in utility rates generates approximately \$820,000 in revenue

FUNDING FOR UNIMPROVED STREETS

Funding Challenges Using Current Model

	Road Costs Outflows	Special Assessment Inflows (85%)	Net City Outflows
Year 1	\$2,000,000	\$0	\$2,000,000
Year 2	\$2,000,000	\$340,000	\$1,660,000
Year 3	\$2,000,000	\$490,000	\$1,510,000
Year 4	\$2,000,000	\$640,000	\$1,360,000
Year 5	\$2,000,000	\$790,000	\$1,210,000
Year 6	\$2,000,000	\$940,000	\$1,060,000
Year 7	\$2,000,000	\$1,090,000	\$910,000
Year 8	\$2,000,000	\$1,240,000	\$760,000
Year 9	\$2,000,000	\$1,390,000	\$610,000
Year 10	\$2,000,000	\$1,540,000	\$460,000
Year 11	\$2,000,000	\$1,690,000	\$310,000

**City is the banker:
Need to be able to fund projects in the short-term**

Assumptions:

- 20% of Special Assessment is collected in 1st year; even collections in subsequent years
- 85% participation rate
- Does not factor in rate of inflation on construction costs

FUNDING FOR UNIMPROVED STREETS

Funding Challenges Using Current Model

	Road Costs Outflows	Special Assessment Inflows (75%)	Net City Outflows
Year 1	\$2,000,000	\$0	\$2,000,000
Year 2	\$2,000,000	\$300,000	\$1,700,000
Year 3	\$2,000,000	\$435,000	\$1,565,000
Year 4	\$2,000,000	\$570,000	\$1,430,000
Year 5	\$2,000,000	\$705,000	\$1,295,000
Year 6	\$2,000,000	\$840,000	\$1,160,000
Year 7	\$2,000,000	\$975,000	\$1,025,000
Year 8	\$2,000,000	\$1,110,000	\$890,000
Year 9	\$2,000,000	\$1,245,000	\$755,000
Year 10	\$2,000,000	\$1,380,000	\$620,000
Year 11	\$2,000,000	\$1,515,000	\$485,000

**City is the banker:
Need to be able to fund projects in the short-term**

Assumptions:

- 20% of Special Assessment is collected in 1st year; even collections in subsequent years
- 75% participation rate
- Does not factor in rate of inflation on construction costs

FUNDING FOR UNIMPROVED STREETS

Funding Challenges Using Current Model

	Road Costs Outflows	Special Assessment Inflows (65%)	Net City Outflows
Year 1	\$2,000,000	\$0	\$2,000,000
Year 2	\$2,000,000	\$260,000	\$1,740,000
Year 3	\$2,000,000	\$375,000	\$1,625,000
Year 4	\$2,000,000	\$490,000	\$1,510,000
Year 5	\$2,000,000	\$605,000	\$1,395,000
Year 6	\$2,000,000	\$720,000	\$1,280,000
Year 7	\$2,000,000	\$835,000	\$1,165,000
Year 8	\$2,000,000	\$950,000	\$1,050,000
Year 9	\$2,000,000	\$1,065,000	\$935,000
Year 10	\$2,000,000	\$1,180,000	\$820,000
Year 11	\$2,000,000	\$1,295,000	\$705,000

**City is the banker:
Need to be able to fund projects in the short-term**

Assumptions:

- 20% of Special Assessment is collected in 1st year; even collections in subsequent years
- 65% participation rate
- Does not factor in rate of inflation on construction costs

FUNDING FOR UNIMPROVED STREETS

Funding Challenges Using Bonding Model

All of the following need to be answered before proceeding with bonds:

1. What will bonds be used for? Road, water, sewer; some or all?
2. What type of bonds? General obligation (unlimited or limited), revenue, or special assessment?
3. Community support for bonds? Citizen vote or no vote?
4. How much will you be bonding for? The whole thing or a portion?
5. How will bonds be paid? Special assessments, property taxes, utility rates?
6. What will be the duration of the bonds? 10 years, 20 years?

FUNDING FOR UNIMPROVED STREETS

Funding Challenges Using Bonding Model

- Assuming successful bond approval, you will need to have defined projects in place in order to get estimates to secure sufficient funds through bond sale. Bonds proceeds generally have to be spent within 3 years.
- Bond sales are more expensive. Both in terms of issuance costs and actual interest payments. Who pays for the bond issuance costs?
- Accounting for the bonds, especially if the bonds are used for multiple purposes (roads, water, and sewer) will be much more labor intensive (special assessments, water and sewer rates) especially if multiple series are issued

FUNDING FOR UNIMPROVED STREETS

Ad Hoc Unimproved Streets Committee Recommendation

- Fund unimproved street construction through current process of General Fund transfers
- Fund water and sewer improvements through issuance of bonds to be funded through either:
 - Water and sewer rates; or
 - Property taxes through a debt millage

FUNDING FOR UNIMPROVED STREETS

Conclusion

- There is no easy solution for funding the unimproved roads. It is a major cost that ultimately has to be paid by the property owners both on the road and the City at large.
- Decreasing the road participation rate will require more funding from property taxes (increase in City at large costs).
- No matter how the unimproved roads are funded it will take a long time to complete.
- Updating all the unimproved roads will take commitment from the City Commission and Birmingham's residents.

FUNDING FOR UNIMPROVED ROADS

- Essential Questions:
 - ***How committed is the City to upgrading all the Unimproved Streets? Will you allow opting-out?***
 - ***How important is historical “fairness” in your decision on how to distribute the cost of upgrading an unimproved road?***
 - ***What is the expectation for upgrading all the unimproved roads from a timing perspective? 10 years, 20 years, 30 years...?***

PLANNING FOR INFRASTRUCTURE IMPROVEMENTS

Jim Surhigh, Consulting City Engineer

248.530.1839 (office)

cityengineer@bhamgov.org

PLANNING FOR INFRASTRUCTURE IMPROVEMENTS

Current Process for IMPROVED Streets

NAME	FROM	TO	PAVEMENT POINTS	SEWER POINTS	WATER POINTS	TOTAL PROJECT POINTS
Graefield Rd	Graefield Ct	Pembroke	70	76	65	211
Cole	Torry	S Eton Rd	70	76	52	198
Graefield Rd	N Eton Rd	Graefield Ct	70	63	61	194
Manchester	N Eton Rd	Edenborough	70	71	34	175
Bennaville	Grant	Edgewood	60	69	38	167
Fairway Dr	Pleasant	Northlawn	30	63	70	163
Coolidge Rd	Buckingham	Windemere	70	54	38	162
Cole	Adams Rd	Torry	60	49	52	161
Oak	N Glenhurst Dr	Chesterfield	60	71	30	161
Hamilton Row	Ferndale	Park	60	55	45	160
Hamilton Row	Park	Woodward Ave	60	55	45	160
Old Woodward Ave	Maple	E Merrill	70	51	34	155
Old Woodward Ave	E Merrill	Brown	70	51	34	155

PLANNING FOR INFRASTRUCTURE IMPROVEMENTS

Current Process for UNIMPROVED Streets

- Wait for homeowner to request petition to initiate a project
 - Usually 1 to 2 years between request for petition and start of construction
 - Projects are not part of CIP, and budget amendments are usually needed to secure funding for the project
- Wait for City to identify a significant water or sewer system issue to initiate a project
 - Project would be focused on utility issue, not road improvement
 - Trenches in paved areas would be patched; cape-seal surfacing has been used in recent years

PLANNING FOR INFRASTRUCTURE IMPROVEMENTS

Priority Ranking for Unimproved Streets

- Sewer ratings completed for all streets in 2018
- Water ratings being completed for all streets in 2021
- Road surface ratings being planned for improved streets in 2021, but possible to add unimproved streets
- Ad-Hoc Committee for Unimproved Streets report presented a sample ranking system that factors in:
 - Road Surface drainage conditions
 - Sidewalk surface drainage conditions
 - Cape-Seal surface grading (crown) and driving surface condition
 - Other modifiers (traffic, ex. curb & gutter, side frontage streets, etc.)
- Would have to consider if new sidewalks were needed, as design of road grades affects sidewalk ramps

PLANNING FOR INFRASTRUCTURE IMPROVEMENTS

Cape-Seal Resurfacing Program

- Program will have to continue, regardless of approach taken towards unimproved streets going forward
- Cape-seal program is not “free” even though majority of construction cost is Special Assessed
 - Significant staff effort to administer SAD project
 - Sidewalk ramp upgrades to meet current ADA standards must be included
- Has not been a consistent program that residents can rely on – will take an increased commitment from the City to implement
 - In recent history, has been implemented every 2 or 3 years (actually had contracts in 2017, 2018 and 2019 to address poor surface conditions)
- Can be integrated into Priority Ranking for Unimproved Streets

PLANNING FOR INFRASTRUCTURE IMPROVEMENTS

- Essential Questions:
 - ***Do you want to apply a proactive approach to unimproved streets, or maintain current process?***
 - ***Do you desire to review a “Master Plan” for the Unimproved Streets?***
 - Plan could include outlining the following:
 - Scope-of-Work (Sewer & Water System Needs plus Paving)
 - Design standards for improving unimproved streets
 - Cost/Financing Analysis for One or More Timeframe Scenarios

DESIGN STANDARDS FOR IMPROVING UNIMPROVED STREETS

Jim Surhigh, Consulting City Engineer

248.530.1839 (office)

cityengineer@bhamgov.org

DESIGN STANDARDS FOR IMPROVING UNIMPROVED STREETS

Standard Road Widths

- City has an established policy for minimum road widths in residential areas
 - 26 feet wide, between curb faces
 - Allows for residential parking on both sides of street, with room for a single vehicle to pass between (7 feet for parked vehicles, 12 feet for travel)
 - Suitable condition for most residential streets
- City has allowed narrower roads in certain cases, but...
 - Parking would be prohibited on one or both sides of the street (Hawthorne is an example where this was done)
 - Concern for emergency vehicle access when parking occurs (landscape or other contractors, deliveries, etc.)
- City has constructed wider roads on higher traffic volume streets so two-way traffic can be maintained between parked vehicles; or for integration of Multi-Modal improvements (Chesterfield would be an example for this)

DESIGN STANDARDS FOR IMPROVING UNIMPROVED STREETS

Drainage Improvements / Curb and Gutter

- Many unimproved streets lack consistent and effective systems for handling surface drainage
- Having curb & gutter on a street allows for more efficient handling of surface runoff (structural benefit to pavement section as well)
- Catch basins needed along road at low points to facilitate drainage; overall elevation of new road typically is lower than existing to design properly
- New sewers likely needed on most streets to transport surface runoff
 - Replace existing combined sewer with larger, appropriately-sized sewer
 - Storm relief sewer (may discharge to a combined sewer, storm sewer, or to Rouge River basin – depends on location)

DESIGN STANDARDS FOR IMPROVING UNIMPROVED STREETS

Pavement Material

- Ad Hoc Committee recommends concrete pavement when reconstructing unimproved roads
 - Higher initial construction cost (for example, 16% based on alternates presented in 2020 bids for Lakeview - difference of \$38,500 for 0.23 miles, or \$168,000 per mile)
 - Lower long-term maintenance costs (estimated savings of over \$500,000/mile over 80-year service life of pavement)
 - Life-cycle cost analysis shows City saves money over the life of the pavement, and is the prudent choice for investment in the new road
- Asphalt pavement option left open at City Engineer's discretion, based on certain conditions such as very low traffic volumes, dead-end streets, filling in "gaps" where asphalt roads are present beyond

DESIGN STANDARDS FOR IMPROVING UNIMPROVED STREETS

- Essential Questions:
 - ***Do you want concrete pavement as a standard for all new Improved Streets?***
 - ***Do you desire to review “Engineering Design Standards” for Improvement of Unimproved Streets?***

Standards could include:

- Pavement material for various typical situations
- Street widths for various typical situations
- Requirements for drainage, drive approaches & other related construction

POLICY ON SPECIAL ASSESSMENT DISTRICTS

Mary Kucharek, City Attorney

248.645.9400 (office)

mkucharek@bhlaw.us.com

POLICY ON SPECIAL ASSESSMENT DISTRICTS

Commission Authority

- The commission shall have the power to determine that the whole or any part of the expense of any public improvement shall be defrayed by special assessments upon the property specially benefited or which may be specially benefited in the future and shall so declare by resolution.
- Sec. 94-1 through 94-18 of the Birmingham City Code provides for the process of special assessments. The idea and concept of determining the need for a Special Assessment District is created by either an initiation or a petition.
- The City Commission, on its own initiative, may begin the process for making public improvements through a Special Assessment District, or
- The request for improvements to a particular situation, in this case roads, may come by way of citizen petition, but still must be resolved by the Commission.

POLICY ON SPECIAL ASSESSMENT DISTRICTS

Existing Policy for Improvement of Unimproved Streets

- Engineering Department policy has generally been:
 - upon request for petition from a property owner, City reviews area of concern, meets with property owner, provides a blank petition form & list of properties in potential SAD
 - Property owner responsible for “knocking on doors” to get signatures; when complete and returned to the City, signatures are verified by Clerk’s Office
 - When support is demonstrated (over 50% of property owners signed in support – by number, not by frontage), Engineering prepares a report to the Commission and requests that the SAD process begins.

POLICY ON SPECIAL ASSESSMENT DISTRICTS

Commission Initiative

- Project initiation can begin with the City and not the homeowners.
- While not accounted for in our Ordinance today, there could be a new device utilized wherein the City could begin the policy of ascertaining an "expression of interest."
 - This would be an efficient means to determine whether or not enough people in the potential Special Assessment District would be supportive of such an action.
 - We recommend amending the current ordinance, as the language in 94-4 is unclear.

POLICY ON SPECIAL ASSESSMENT DISTRICTS

Steps to the Creation of SAD

- Prepare plans/cost estimates for project, tentatively designating the SAD and costs to be assessed
- Send Notice of the Public Hearing of Necessity to property owners in SAD (10 days before public hearing)
- Hold the Public Hearing of Necessity; Commission considers adoption of resolution defining the SAD; notice given for the Public Hearing on Confirmation of the Roll (10 days notice required)
- Hold the Public Hearing on Confirmation of the Roll; Commission considers adoption of resolution to confirm the roll.
- City designs project, commences construction, and prepares final assessment for each property based on actual costs

POLICY ON SPECIAL ASSESSMENT DISTRICTS

- Essential Questions:

- ***Do you want the City to initiate projects for improving unimproved streets and forming the SAD for paving costs?***
- ***Do you desire to draft a new ordinance for Improvement of Unimproved Streets?***

New Ordinance could outline the following:

- City solicitation of an “Expression of Interest”
- Rules for signing official petition
- Guidance for Commission related to approving “priority” projects, even if less than desirable support shown on petition

PUBLIC COMMENT

Understanding Improved and Unimproved Roads

Improved Road

Improved Road – An improved road is a road with curb and gutters which has a surface of concrete or asphalt.

Benefits:

- It is professionally engineered and constructed as a durable roadway.
- Provides for adequate drainage from the roadway.
- Once improved, an improved road is maintained by the City for any future road repairs.
- Improved streets with curbs are provided routine street sweeping and leaf pick-up each Fall, which allows residents to rake their leaves into the street at the curb.
- The average life span is 20 to 30 years.

Disadvantages:

- Initial one time higher cost for installation.

Unimproved Road

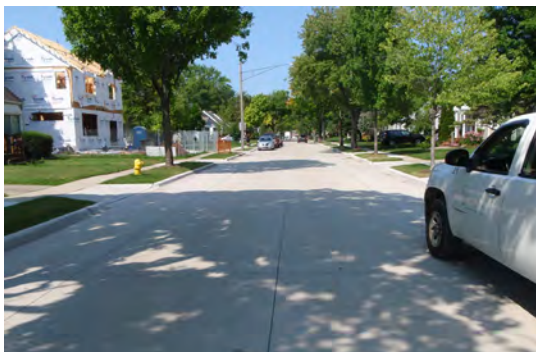
Unimproved Road – An unimproved road is a gravel road with or without curbs that has been treated with cape seal to provide a relatively smooth and dust free driving surface.

Benefits:

- Enhances rural neighborhood characteristics.

Disadvantages:

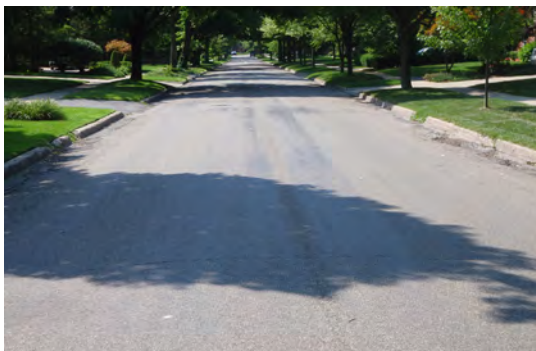
- The roadway is not professionally engineered and does not have a durable foundation.
- Unimproved roads without curbs do not provide adequate drainage from the roadway.
- Unimproved roads without curbs do not receive street sweeping and must bag their leaves.
- The average life span is 7 to 10 years and the need for repairs is more frequent.
- The cost for road repair and replacement is the responsibility of the homeowners on the street.



Improved Road



Unimproved Road

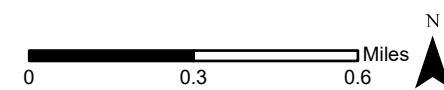
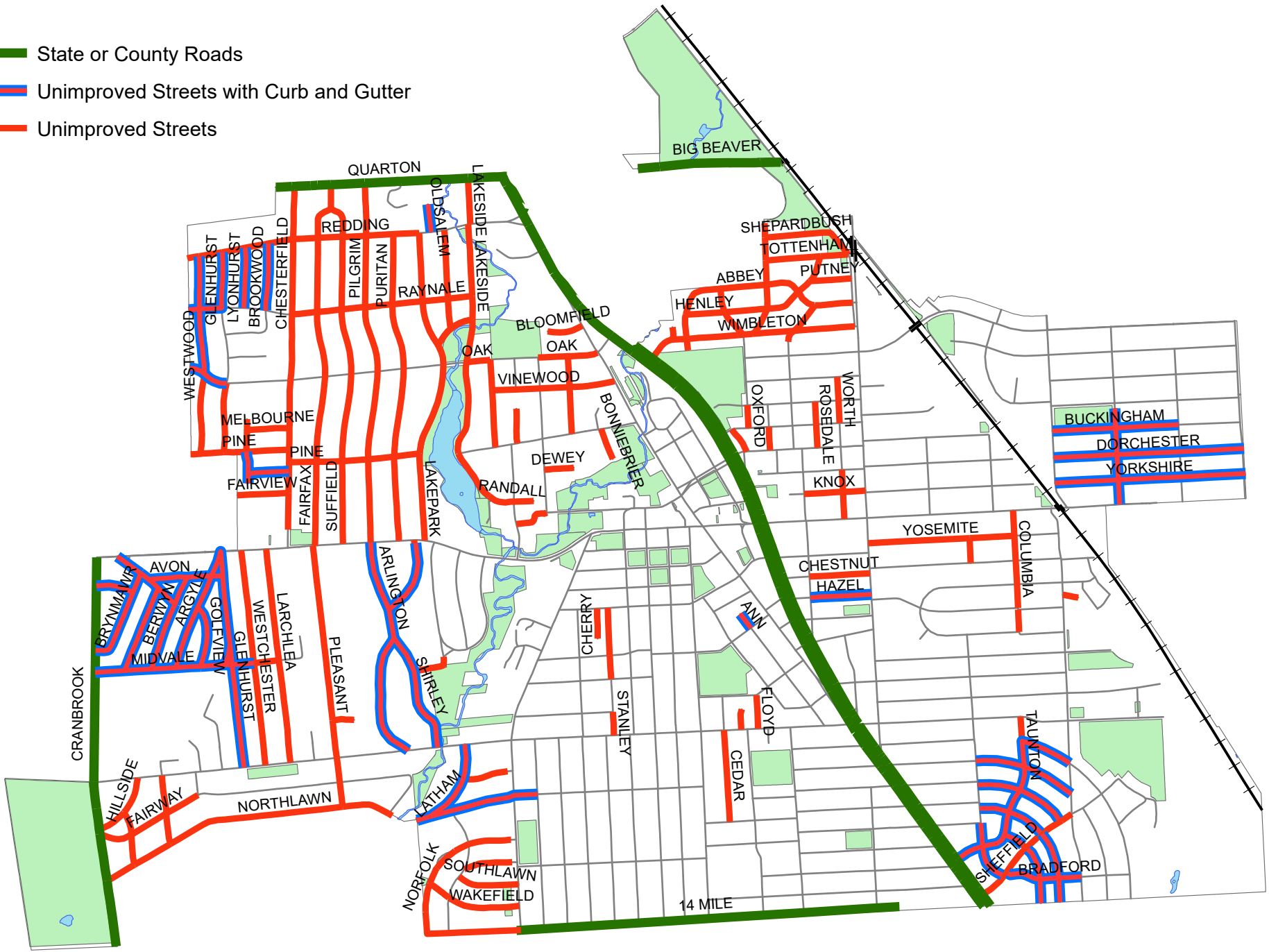


Unimproved Road with Curbs



Unimproved Road with Gutter

- State or County Roads
- Unimproved Streets with Curb and Gutter
- Unimproved Streets





MEMORANDUM

Engineering Department

DATE: January 18, 2021
TO: Thomas Markus, City Manager
FROM: James J. Surhigh, Consulting City Engineer
SUBJECT: Infrastructure Scoring Program Update

The Engineering Department has been using an Infrastructure Scoring System for many years (since the mid-2000's) to help guide annual capital improvement project planning and budgeting efforts. The Infrastructure Scoring System combines the condition ratings of the three major components of the City's physical infrastructure system, namely Roads, Sewers, and Water Mains. Combining these scores for both the easily visible surface infrastructure with the less obvious buried infrastructure components ensures the City infrastructure planning is conducted in a fiscally responsible manner.

Road Condition Rating

Traditionally, Engineering Department staff performs road surface condition assessments for improved streets every few years. The road condition score is generally based on a scale of 0 to 10, with 0 being the best condition, and 10 the worst. Factors that influence the score include the type and severity of deterioration, the traffic conditions, and the age. Road condition scores are assigned on a "block-by-block" basis, which correlates with how projects are typically constructed; from intersection to intersection on a given street.

Unless maintenance or repairs are completed, road conditions can be expected to get worse every year as exposure to freezing and thawing stresses, as well as repeated traffic loading continue to cause deterioration of the paving materials. Road conditions were last updated in 2019, and are planned to be evaluated again in the spring of 2021.

Sewer Condition Rating

The City was the recipient of a grant to further develop an Asset Management Plan (AMP) for its wastewater and stormwater collection systems through the Michigan Department of Environmental, Great Lakes & Energy (EGLE, formally MDEQ) under the program for Stormwater, Asset Management and Wastewater (SAW). The SAW grant work was completed at the end of 2019, and a product of that effort was an updated sewer condition rating for most of the sewer system.

Sewer condition assessment completed under the SAW Grant was required to follow and "industry standard": National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) grading system. While this system for grading the sewer conditions was similar to how the City did this in the past, it introduced some new terminology and ways to objectively look at evaluating sewer conditions and risk of not improving conditions.

In general, sewer condition scores are generated based on observable, physical conditions (cracks, offset joints, etc.) and performance-related conditions (tree roots, sags, etc.). The sewer condition scores are then used in conjunction with other factors, such as age, pipe material, existing features above the sewer, proximity to sensitive structures/natural features, and flow capacity to determine the Probability of Failure (POF) and Consequence of Failure (COF) for each segment. The POF and COF scores are on a scale of 1 to 5, with 5 being worse. The product of multiplying the POF by the COF yields a Business Risk Evaluation (BRE) score that helps identify the assets with the greatest overall risk to the City. The individual sewer segment scores were then grouped by "blocks" to be able to be used along with road surface condition rating in the City's Infrastructure Scoring System.

Water Mains Condition Rating

Water main condition ratings will be updated in early 2021, assisted by the recent water system flow modeling and inventory updates submitted with the Water Reliability Study Update to the Michigan EGLE Department at the end of December 2020. The data collected and results of the hydraulic analysis will be used to determine the Probability of Failure (POF) and Consequence of Failure (COF) for each segment of the water system, in a process similar to that used for the sewer system. Factors that influence water systems include age, material, break history, system pressure goals, system fire flow goals, and proximity to sensitive structures/natural features. The product of multiplying the POF by the COF yields a Business Risk Evaluation (BRE) score that helps identify the assets with the greatest overall risk to the City. The individual water system segment scores were then grouped by "blocks" to be able to be used along with road surface condition rating and sewer condition ratings in the City's Infrastructure Scoring System.

Infrastructure Scoring System Update

The current Infrastructure Scoring System takes into account the condition rating scores of the three major types of public infrastructure: roads, sewers, and water mains. The rating scales for each component is adjusted to be on a basis of 0 to 100 points, with 0 being the best, and 100 being the worst. For each "block", the score for each component is added together to create an overall Infrastructure Score for that "block", with scores ranging between 0 to 300 points. When the list of "blocks" is sorted by this score (from highest to lowest), a view of the areas of the City that are in need of more infrastructure improvement develops. The current method of analysis is only completed for "blocks" of Improved Streets.

After road condition and water system condition ratings are updated in early 2021, the overall Infrastructure Scoring System will be updated. The City's sewer and water system assets are already loaded in the City's GIS database, and road surface condition data will soon be added. Using GIS tools to analyze the results will provide a graphical representation of the data, in addition to typical tabular formats, which will allow a more comprehensive view to assist with future project planning and budgeting efforts. Once the protocols are established to analyze this data, future data updates after completion of an infrastructure project can be readily input, and subsequent analysis will consider those improvements.

Planning for infrastructure improvements is a complicated process, and even though a list of improvements can be developed as described, it should not be considered a "to-do" list on its own. Other factors contribute to the decision making process, including annual budget constraints, coordination with other infrastructure needs, such as bridges and traffic signals, and coordination with other construction projects located within the City, as well as in neighboring communities.



MEMORANDUM

Engineering Department

DATE: January 18, 2021
TO: Thomas Markus, City Manager
FROM: James J. Surhigh, Consulting City Engineer
SUBJECT: Unimproved Streets Planning

There are ninety (90) miles of existing roadway in the City of Birmingham. Approximately 30% (26 miles) of them are classified as "unimproved" streets. An unimproved road is a gravel road, with or without curbs, that has been maintained with chip or cape seal to provide a relatively smooth and dust-free driving surface. These unimproved streets exist due to the majority of neighborhoods in the City being subdivided and open for development prior to 1930. During this time local streets were built with gravel roads with no provision for storm drainage. Residents with unimproved roads often experience issues with flooding and deteriorating road surfaces as a more common occurrence than their neighbors with improved roads.

Today, unimproved streets may be converted with engineered pavement and drainage only when a majority of residents on a residential block submit a petition the City for such an improvement. In order, to convert a road from unimproved to improved, residents must pay a percentage of the total cost via special assessment.

The City Commission heard an increasing number of complaints from residents over the past several years concerning issues with drainage and the condition of the road surface on unimproved streets. In response, the Commission passed a resolution creating an Ad Hoc Unimproved Street Study Committee (AHUSC). The charge of the committee is to conduct a City-Wide study of unimproved streets and provide a recommendation outlining a long-term plan for these streets.

The AHUSC convened from June 2018 until December 2020, when it concluded its charge and presented a Final Report to the City Commission on December 21, 2020. This report provides detail regarding the various topics related to this issue, and follows with actionable recommendations to adapt the City's existing policy and procedures associated with converting a road from unimproved to improved. The Committee unanimously acknowledges that there are three key areas that should be the focus of the recommendation to either change or reaffirm. These include the:

- 1) initiation of the petition process,
- 2) selection of the road surface and design alternatives, and
- 3) identification of funding sources that may allow the City to accelerate the conversion of unimproved roads.

Initiation of Petition Process:

The current process for initiating a petition to improve and unimproved street is a homeowner-led process, where a majority of the residents on a particular street are in support of the proposed improvement. The AHUSC recommends changing the initiation process so that project initiation begins with the City and not the homeowners.

Should this recommendation be accepted, the Engineering Department would begin considering unimproved streets in the same manner as improved streets, with respect to overall infrastructure planning that takes into consideration the conditions of the road surface, sewers, and water mains.

Selection of Road Surface and Design Alternatives:

In recent years, new road construction in the City has generally been completed using concrete pavement, mainly due to the financial benefit to the City when considering the life-cycle cost (initial construction cost plus future maintenance costs) of concrete pavement versus an equivalent asphalt pavement section. The Committee recommends using concrete for new improved streets and allowing for the consideration of asphalt as an alternative road surface material at the determination of the City Engineer when reviewing such factors as long term costs, maintenance requirements, limited use areas such as courts and dead end streets that experience considerably less traffic counts.

Should this recommendation be accepted, the Engineering Department would include in its report to the City Commission for a particular proposed project a recommendation on the pavement type, and provide the rationale for this recommendation on the particular project.

Identification of Funding Sources:

Under the current program, a typical project for improving an unimproved street would include funding from various sources to complete the necessary work. For the road paving component of a project, the costs are split between the property owners benefiting from the particular project (85%) and the City (15%). The City's share of these road construction costs are primarily derived from Act 51 distributions from the State of Michigan, and City property taxes. On streets where sewer system and water mains require improvements, those costs are funded 100% by the City. The Committee recommends using General Fund transfers to fund just the road component of the improvement with bonds providing the funding for the water and sewer improvements. This is considered a "pay-as-you-go" approach, and would still depend on the property owners benefitting from the project to pay for 85% of the road construction costs as they do under the current process.

Should this recommendation be accepted, the Engineering Department would begin including unimproved street "blocks" in the overall planning for infrastructure improvements, which consider the condition of the road surface, sewers, and water mains together, and would be treated in this respect the same as the improved streets. These unimproved street projects would then become part of the City's long-term capital improvement process.

Supplemental Note on Water System and Sewer System Conditions:

While the AHUSC Final Report is comprehensive, very informative and addresses the issues they were charged with, discussion of this topic at the Long Range Planning Meeting offers an opportunity to share the City Engineer's opinion on how the unimproved street issue affects other aspects of the City's operations and future planning efforts.

Since the mid-1990's, the City has made tremendous improvements the public sewer and water systems. Through millions of dollars of investment by the tax payers and water/sewer customers, today's systems are more reliable and resilient than ever before. The water system provides clean water at more consistent pressures and has improved fire flows in many parts of the City. The sewer system is more efficient disposing of wastewater for both dry-weather and wet-weather conditions, and pollution to the Rouge River has been reduced. Many of the past projects were large-scale efforts, including large diameter relief sewers and transmission mains, but while the scale of the projects may not be as dramatic, there is much-needed, important work to do in the future.

When assessing the conditions of the sewer and water systems today, the same issues being addressed by past projects are still present, though not as prevalent. In most cases, where significant issues remain to be addressed in the sewer and water systems, they exist along unimproved streets. On some of these streets, there are still water mains in service that are approaching 100 years old, and in certain areas, are inadequately sized to provide consistent pressures and meet modern demands for fire flows. Similarly, many of the sewers on these streets are reaching their expected service life, and may not be able to effectively meet all the demands our modern society and climate can put on the system.

Being on an unimproved street has been, in some cases, a "hurdle" to overcome when considering infrastructure improvements on a City-wide scale, and competing for limited funding in any given year. The recommendations by the Ad-Hoc Unimproved Streets Committee address this issue and will bring all the infrastructure needs on the unimproved streets into consideration as part of the City's long-term capital improvement process.

DATE: April 20, 2021

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk
Mary Kucharek, City Attorney

SUBJECT: Ordinance to Amend Chapter 1 of the City Code, General Provisions in regards to the Fee Schedule

INTRODUCTION:

- City Attorney Mary Kucharek recently identified the need to update language in the city code so that all fee schedule changes can be done more efficiently through resolutions of the City Commission.

BACKGROUND:

- The proposed ordinance will appropriately and obviously communicate the City's ability to update fee schedules as needed by resolution under Chapter 1, general provisions, "Sec. 1-16. – Fee Schedule."
- Each department of the City maintains and reviews their fee schedule on an annual basis, proposed changes are brought to the City Commission for their consideration. Occasionally City Staff will identify a need to adjust fees in addition to the regular review which will also come before the Commission for approval. Fees on this schedule are maintained only to recover the cost to the City for services performed and not to generate any revenue.

LEGAL REVIEW:

- City Attorney Mary Kucharek reviewed the language in the City Code and drafted the proposed ordinance.

FISCAL IMPACT:

- It is fiscally responsible and necessary for the City to always be conscious of the fees they charge and their appropriateness to make sure no unnecessary financial burden falls on the City or its residents. The City must be able to adjust fees accordingly through an efficient and transparent process.

SUMMARY

- City Staff recommends establishing an ordinance in Part II, Chapter 1 of the City Code that more clearly communicates that the City may adjust the fee schedule by resolution of the Commission.

ATTACHMENTS:

- Proposed ordinance adding section 1-16. – Fee Schedule

SUGGESTED RESOLUTION:

- 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.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 1 GENERAL PROVISIONS TO ADD NEW SECTION 1-16.-FEE SCHEDULE.

THE CITY OF BIRMINGHAM ORDAINS:

Part II of the City Code, Chapter 1 General Provisions, shall be amended to Add Section 1-16. – Fee Schedule, which shall read as follows:

Sec. 1-16. – Fee Schedule

Fees for applications, plan reviews, permits, inspections, licenses, registrations, appeals, and other charges or penalties shall be as 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.

All other Sections of Chapter 1– General Provisions, shall remain unaffected.

Ordained this _____ day of _____, 2021. Effective upon publication.

Pierre Boutros, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2021 and that a summary was published _____, 2021.

Alexandria D. Bingham, City Clerk

DATE: April 7, 2021

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Suggested Revisions to the Fee Schedule for Greenwood Cemetery

INTRODUCTION:

- At the March 5, 2021 GCAB meeting the Greenwood Cemetery Advisory Board decided to recommend increasing the grave prices for one full burial and up to 3 cremains from \$3000 to \$4000 effective immediately. Subsequently when the GCAB addressed prioritizing the items in the GCAB rules and regulations addressing the fee schedule as a whole was identified as a top priority.
- The City Clerk's office consulted with the Department of Public Services and the Contracted Cemetery Service Provider to gather information to present to the GCAB in regards to the Greenwood Cemetery Fee Schedule.
- At the GCAB meeting held on April 5, 2021 the board discussed the fees and recommended the changes as proposed by City Clerk Bingham. A motion was made by board member DeWeese and seconded by board member Suter, the motion to recommend the changes to the fee schedule passed with 6 ayes, 0 nays, 1 absent (Vercellone).

BACKGROUND:

- The City's Fee schedule is reviewed by each department and approved by the commission on an annual basis. From time to time the Commission will pass additional resolutions to update the fee schedule on an as needed basis with the appropriate review and recommendation by boards and city staff.
- The fee schedule for Cemetery matters is most commonly used by the Cemetery Services Contractor and Funeral directors who communicate fees with families planning for and scheduling cemetery services.
- The suggested revisions to the fee schedule are being proposed to assist with covering cost of services in the cemetery and to add small clarifications to the fees and services provided and required.

LEGAL REVIEW:

- None.

FISCAL IMPACT:

- Implementing revised schedule will ensure that the city doesn't carry any extra financial burden for cemetery services that could impact the city's budget and tax payer burden.

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 suggested revisions in language, addition of fees and increases in fees are necessary for efficient cemetery operation. The proposed revisions will help with communicating the fees and costs of services provided in Greenwood Cemetery. The Clerk's office sought input from both the Department of Public Services and the Cemetery Services Contractor who provide and coordinate services in the cemetery.

ATTACHMENTS:

- Proposed revisions to the Greenwood Cemetery Fee Schedule
- Current Fee Schedule
- DRAFT GCAB Minutes from April 5, 2021
- The GCAB agenda packet item from April 5, 2021 about the fee schedule

SUGGESTED RESOLUTION:

- 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 report below.

Proposed Changes to the Fee Schedule

City Clerk's office	Existing Fee	Proposed Change	Reason for change
Greenwood Cemetery (126-26)			
Grave space accommodating one full burial or three cremations Grave space accommodating one full casketed burial and two cremated remains or three total cremains	\$3000	\$4000 approved by the city commission on 3/22/21	
Additional rights of burial for cremated remains (each)	\$750		
Grave space accommodating two cremains	\$2000	\$2600	Proportionate to the approved increase in grave prices as passed by the commission on 3/22/21
Grave Space accommodating one cremation	\$1000	\$1300	Proportionate to the approved increase in grave prices as passed by the commission on 3/22/21
Administrative fee for transfer of grave ownership	\$150	\$200	Appropriate increase to cover the cost of burden for updating records by the Clerk's office
Interment and disinterment fees Cremation Full Burial <i>*additional equipment fees may apply for disinterment</i>	\$750 \$1400		
Foundation charges for markers & monuments Foundation installment – per linear foot Marker installation-single Marker installation-companion	\$125	\$250 \$350	Appropriate increase to cover the cost of resources and labor burden whether the service is completed by DPS or contracted out
Marker or monument resets, <i>reinstallations, raising & leveling:</i> Single Companion <i>*Additional fees may apply, depending on scope of work, equipment necessary, & time required.</i> Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation		\$250 \$350	Appropriate increase to cover the cost of resources and labor burden whether the service is completed by DPS or contracted out
Weekend, holiday and overtime interments. This fee is in addition to the normal interment fee charged during regular working hours. <i>Hourly overtime fees begin at 2pm Monday-Saturday.</i>	\$400		

FEE SCHEDULE

CITY CLERK'S OFFICE	EXISTING FEE
<u>Day Care (See Child Care Facilities)</u>	
<u>Electronic Video Game (14-106)</u>	
Each game, annual fee (subject to additional fees and requirements for regulated use)	\$ 50.00
<u>FOIA fees - See public records policy (attached)</u>	
<u>Fumigation (58-141)</u>	
Fumigation Contractor, annual fee	\$ 50.00
Fumigation permit, per event	\$ 25.00
Insurance (58-144): Standard insurance requirements plus environmental impairment/pollution liability coverage	
<u>Garage Public (54-26) - Annual Fee</u>	\$ 50.00
<u>Going out of Business (State Law)</u>	
Up to 30 days	\$ 50.00
Limit two renewals, each	\$ 50.00
<u>Greenwood Cemetery (126-26)</u>	
Grave space accommodating one full burial or three cremations	\$ 4,000.00
Additional Rights of Burial for cremated remains, each	\$ 750.00
Grave space accommodating two cremated remains	2,000.00
Grave space accommodating one cremated remains	1,000.00
Administrative fee for transfer of grave ownership	\$ 150.00
Interment and disinterment fees:	
Cremation	\$ 750.00
Full Burial	\$ 1,400.00
Foundation charges for markers & monuments:	
Foundation Installment - per linear foot	\$ 125.00
Marker or monument resets:	
Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation	
Weekend, holiday, and overtime interments. This fee in addition to the normal interment fee charged during regular working hours.	\$ 400.00
<u>Horse Drawn Carriages (122-71)</u>	
Company, annual fee	\$ 50.00
Carriage, each vehicle annual fee	\$ 50.00
Insurance: Standard insurance requirement, with coverage to include premises liability; personal injury liability; products liability; and horse or horses liability. (122-75)	
<u>Hotels/Motels annual fee</u>	\$ 75.00
1-50 Rooms	\$ 300.00
50+ Rooms	\$ 500.00
<u>Initial Merchants: (All types including transfers)</u>	\$ 100.00
<u>Kennels (See Animals)</u>	



FEES, CHARGES, BONDS, INSURANCE

The fee required to be paid and the amount of any bond required to be posted, or insurance required to be carried, to obtain any license to engage in the operation, conduct or carrying on of any trade, profession, business or privilege for which a license is required by the provisions of the Code of the City of Birmingham code shall be as hereinafter provided. These fees may be amended by resolution of the City Commission.

Adopted by Resolution #02-18-10 by the Birmingham City Commission at a regular meeting held February 8, 2010, effective February 14, 2010.

Nancy M. Weiss

City Clerk

STANDARD INSURANCE REQUIREMENTS

Where insurance is required to be carried to make application for a permit or license, the applicant shall

Workers' compensation insurance. Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.

Commercial general liability (CGL) insurance. Commercial general liability insurance on an "occurrence basis," with limits of liability not less than \$1,000,000 per occurrence combined single limit, personal injury, bodily injury and property damage. Coverage shall include broad form general liability extensions

Motor vehicle liability insurance. Motor vehicle liability insurance, including all applicable no-fault

Additional insured. Commercial general liability insurance and motor vehicle liability insurance as

Professional liability. Professional liability insurance with limits of not less than \$1,000,000 per claim if

Cancellation notice. Thirty days advance written notice of insurance cancellation, non-renewal and/or

Proof of insurance coverage. The city shall be provided with certificates of insurance evidencing the

Expiration. If any of the above coverages expire, renewal certificates and/or policies must be provided to

Acceptability of insurance company. All coverages shall be with insurance carriers licensed to do

<u>DATE AMENDED</u>	<u>RESOLUTION NUMBER</u>	<u>SECTION</u>
2/22/2010	02-30-10	Police - Parking Offenses and Fines
3/8/2010	03-44-10	Engineering - Schedule of Parking Fees
3/8/2010	03-48-10	Fire - EMS Transportation Fees
3/22/2010	03-37-10	Community Development - Vacant Property Registration Fee
5/10/2010	05-118-10	DPS - Water; Finance - Sewer Service Rates
6/14/2010	06-150-10	Engineering - Bidding Document Fee and Private Building
6/28/2010	06-172-10	DPS - Sewer Lateral Fee
2/14/2011	02-38-11	Clerk - Voter Information Fees, Valet Parking Fee
3/21/2011	03-72-11	DPS - Annual Dog Park Pass
4/11/2011	04-89-11	Clerk - Vendor and Peddler Fees
5/23/2011	05-141-11	DPS & Finance - Water/Sewer Rates
6/27/2011	06-172-11	DPS - Wedding Ceremony Fees
7/25/2011	07-190-11	DPS - Water and Sewer Connection Fees
		Clerk - Alcoholic Beverages for Consumption on the Premises Fee, Animal License Fee, Annual Licenses Criminal Background Check Fee, Frozen Confection Vendor Insurance Requirements
		Community Development - Lot Division Fee, Temporary Use Permit Fee, Zoning Ordinance Fees, Zoning Compliance Fees
		DPS - Water and Sewer Connection Fees, Wedding Rental (Parks) Fee Fire -
3/19/2012	03-74-12	EMS Transport Service Fee, Fire Code Operational Permits
6/11/2012	06-163-12	DPS - Water; Finance - Sewer Service Rates
9/10/2012	09-257-12	Museum - Allen House Event Request
12/17/2012	12-356-12	Clerk - Cemetery Fees
3/18/2013	03-100-13	DPS - Water and Sewer Connection Fees
5/20/2013	05-163-13	DPS & Finance - Water/Sewer Rates (effective 7/1/13)
7/8/2013	07-203-13	Clerk - Special Event Fees
7/22/2013	07-211-13	DPS - Water/Sewer Connection Fees
12/16/2013	12-356-13	DPS - Water Meter Opt Out Plan Fees
4/28/2014	04-98-14	Community Development - Lot Division Fees, Mechanical &
5/19/2014	05-118-14	DPS - Water; Finance - Sewer Service Rates (effective
7/28/2014	07-187-14	DPS - Grass & Noxious Weeds Civil Infraction
3/30/2015	03-63-15	Clerk - background check fees, DPS - Refuse Collection &
4/27/2015	04-86-15	Engineering - Monthly Parking Permit Rates (effective
5/18/2015	05-112-15	DPS - Water; Finance - Sewer Service Rates (effective
8/10/2015	08-174-15	Clerk - Cemetery Fees
9/10/2015	09-191-15	Police - Pedicabs & Quadricycle Fees
3/28/2016	03-99-16	Fire - BLS Transportation & Loaded Mile Fees, move
6/6/2016	06-183-16	Engineering - Daily Parking Rate at all parking structures
6/27/2016	06-203-16	DPS - Water; Finance - Sewer Service Rates (effective
8/8/2016	08-252-16	Community Development - Lot Division Fee for
12/5/2016	12-364-16	Engineering (DPS) Trench maintenance fee;
12/5/2016	12-364-16	Community Development -Text change; Vents and Exhaust
12/12/2016	12-376-16	Fire Department - Non-electronic reporting Administrative
2/27/2017	02-50-17	Engineering - Storm Water Utility Fees & Credits
5/22/2017	05-140-17	Engineering-\$.50 increase in all parking meter rates; Police-
6/26/2017	06-180-17	DPW & Finance - Water/Sewer Rate Changes for 2017-

12/11/2017	12-339-17	Clerk-Removal of Taxicabs due to State law. Community
2/26/2018	02-057-18	Community Development - Adding Construction Site
6/25/2018	06-188-18	Water/Sewer Rate Changes for 2018-2019. Effective July
9/17/2018	09-256-18	City Clerk-Addition, under Alcoholic Beverages Clerk. Remove passport fee, increase application fee. Building: increase Site Evaluation fees. Community Development: Cross Connections relocated to Department of Public Services section; remove clause at end of section regarding reduced SLU permit fees. Engineering: remove Private Building Sewer Investigation Program; increase Trench Maintenance ROW fee; add Small Cell Monthly License fees. Fire Dept.: increase transport fees. Museum: Limited use fees specified for Allen House; limited use fees added for Parks/Grounds.
1/28/2019	01-026-19	Engineering;Waive fees for replacement of lead water
10/28/2019	10-259-19	Clerk; Increase fee for Full Burial in Greenwood Cemetery
11/25/2019	11-280-19	Engineering-Increase fees for: Right-of-Way Permits,Soil erosion & sediment control permit fees, Stormwater runoff permit fee, Streets & Sidewalks permit fees: curb closing, curb cuts, driveways, sidewalks, excavations; and Obstructions permits. Fire Department-Increase fees for ALS Emergency and Non- Emergency Transport. Engineering - Increase to bidding document fees Fire - increases to emergent transport fees Grave Price increase for space that accomidates one full burial or up to 3 cremains from \$3000 to \$4000.
12/16/2019	11-306-19	
12/21/2020	12-286-20	
3/22/2021	03-098-21	

CHANGE CODES AS LISTED ON FEE SCHEDULE

- A Fee has remained the same for many years
- B Proposed fee covers current costs
- C Pass through costs that reflects actual cost of service
- D Fee consistent with neighboring communities
- E New fee
- F Increase to cover normal inflationary increase
- G No longer provide this service
- H Other

FEE SCHEDULE

CITY CLERK'S OFFICE	EXISTING FEE
<u>Alcoholic beverages for consumption on the premises</u>	
Initial fee	\$ 1,500.00
Administrative Applicant Review	\$ 350.00
Annual renewal	\$ 350.00
Transfer fee	\$ 1,500.00
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)	
<u>Animals (18-1)</u>	
Stray animal fines: See Police	
Pet dog and cat licenses:	
license for one year or less	\$ 5.00
license for two years	\$ 10.00
license for three years	\$ 12.00
license obtained 30 days after expiration	\$ 20.00
Kennels:	
Annual fee	\$ 300.00
Plus for each dog in excess of ten	\$ 10.00
<u>Auctions (See Initial Merchants)</u>	
<u>Bicycle Rental Agencies (122-26) annual fee</u>	\$ 5.00
Insurance: Motor vehicle liability insurance conforming with Michigan Vehicle Code § 520: \$20,000 per person/\$40,000 per accident for bodily injury claims/\$10,000 for property damage per occurrence.	
<u>Charitable Solicitations (38-1)</u>	
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)	No charge
<u>Child Care Facilities (58-106)</u>	
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)	
Child Care Center annual fee	\$ 150.00
Initial investigation fee	\$ 100.00
Day care home, family annual fee	\$ 100.00
Initial investigation fee	\$ 100.00
Day care home, group annual fee	\$ 100.00
Initial investigation fee	\$ 100.00
<u>Christmas Tree Sales (26-88)</u>	
December 1 through December 25 - non-profit corporations and merchants assessed for personal property	No charge
All others	\$ 100.00
Deposit for clean up of lot (forfeited if not cleaned up by January 1st.)	\$ 300.00
<u>Dancing Schools (26-201)</u>	
Investigation and annual fee	\$ 50.00
<u>Day Care (See Child Care Facilities)</u>	

Electronic Video Game (14-106)

Each game, annual fee (subject to additional fees and requirements for regulated use) \$ 50.00

FOIA fees - See public records policy (attached)

Fumigation (58-141)

Fumigation Contractor, annual fee \$ 50.00

Fumigation permit, per event \$ 25.00

Insurance (58-144): Standard insurance requirements plus environmental impairment/pollution liability coverage

Garage Public (54-26) - Annual Fee \$ 50.00

Going out of Business (State Law)

Up to 30 days \$ 50.00

Limit two renewals, each \$ 50.00

Greenwood Cemetery (126-26)

Grave space accommodating one full burial or three cremations \$ 4,000.00

Additional Rights of Burial for cremated remains, each \$ 750.00

Grave space accommodating two cremated remains 2,000.00

Grave space accommodating one cremated remains 1,000.00

Administrative fee for transfer of grave ownership \$ 150.00

Interment and disinterment fees:

Cremation \$ 750.00

Full Burial \$ 1,400.00

Foundation charges for markers & monuments:

Foundation Installment - per linear foot \$ 125.00

Marker or monument resets:

Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation

Weekend, holiday, and overtime interments. This fee in addition to the normal interment fee charged during regular working hours. \$ 400.00

Horse Drawn Carriages (122-71)

Company, annual fee \$ 50.00

Carriage, each vehicle annual fee \$ 50.00

Insurance: Standard insurance requirement, with coverage to include premises liability; personal injury liability; products liability; and horse or horses liability. (122-75)

Hotels/Motels annual fee \$ 75.00

1-50 Rooms \$ 300.00

50+ Rooms \$ 500.00

Initial Merchants: (All types including transfers) \$ 100.00

Kennels (See Animals)

Lumberyard annual fee \$ 50.00

Marriage Ceremony Fee \$ 10.00

Mechanical Amusement Device each device annual fee \$ 50.00

(Subject to additional fees and requirements for regulated use.)

Motor vehicle rentals (122-26)

Annual fee \$ 50.00
Insurance: Motor vehicle liability insurance conforming with Michigan Vehicle Code § 520: \$20,000 per person/\$40,000 per accident for bodily injury claims/\$10,000 for property damage per occurrence.

Open Parking Stations annual licenses (26-428)

Lots accommodating 25 cars or less \$ 100.00
Lots accommodating 26-50 cars \$ 125.00
Lots accommodating 51-75 cars \$ 150.00
Lots accommodating 76 cars or more \$ 200.00

Outdoor Amusements (14-161)

Annual fee \$ 25.00
Surety bond or cash deposit \$ 1,000.00

Outdoor Dining license annual fee

Additional flat fee for off-season \$ 200.00

(subject to additional fees for use of city right of way)

Insurance:

Workers' Compensation Insurance, including Employer's Liability Insurance, in accordance with all acceptable statutes of the State of Michigan.

Commercial General Liability Insurance on an occurrence basis with the limits of liability of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for combined single limit personal injury and property damage, and shall include independent contractor's coverage and broad form general liability coverages.

Liquor Liability Insurance (if liquor is to be served) on an occurrence basis with limits of liability of not less than \$1,000,000 per occurrence.

Additional Insured: Commercial General Liability Insurance (and Liquor Liability, if applicable) shall name the City of Birmingham as additional insured for all activities connected with this Agreement and shall include an endorsement stating the following as: "Additional Insureds: 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 insureds, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributory or excess, The authorized representative of the insurance carrier acknowledges that it has read the insurance provisions of the agreement between the City of Birmingham and the insured."

Cancellation Notice, Thirty (30) days advance written notice of cancellation, non-renewal, reduction of material change in coverage, will be provided to the City of Birmingham by the insurance carrier.

Proof of Insurance Coverage. The city shall be provided with certificates of insurance evidencing the coverages outlined above.

Acceptability of insurance company. All coverages shall be with

insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.

Outdoor Dining Café Platform Meter Fees - Seasonal

\$1.00 Per Hour Meter Areas	\$ 2,280.00
\$1.50 Per Hour Meter Areas	\$ 3,420.00
Removal of parking meter housing and/or posts - minimum fee (cost)	\$ 88.29
Removal of parking meter housing and/or posts - 1 meter space (cost)	\$ 264.87
Removal of parking meter housing and/or posts - 2 meter spaces (cost)	\$ 441.45

Outdoor Dining Café Platform Meter Fees - Pro-Rated

\$1.00 Per Hour Meter Areas (per space, per day)	\$ 12.00
\$1.50 Per Hour Meter Areas (per space, per day)	\$ 18.00

Passports

Acceptance of passport application	\$ 35.00
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Pawnshops

Annual licensing fee	\$ 500.00
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)	

Peddlers and Commercial Vendors (Chapter 26)

Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)	
Special Event and School Vendor/Athletic Vendor in City Park	
Application Fee (per event/application)	\$ 50.00
Daily Fee (per day/location)	\$ 10.00
50% discount for Birmingham licensed merchants	
Frozen Confection Vendor	
Application Fee	\$ 80.00
Amendment to the Application	\$ 26.00
Annual License Fee	\$ 500.00
Insurance: Standard Insurance Requirements	
Peddling	
Application Fee (per event/application)	\$ 50.00
Amendment to the Application	\$ 16.00
Daily Fee Option (per day/location)	\$ 10.00
Yearly Fee Option (calendar year)	\$ 1,825.00

Poolroom, each billiard or pool table annual fee \$ 50.00

(subject to additional fees for regulated use)

Refuse Collector: (Chapter 90)

Annual fee first truck	\$ 150.00
Each additional truck	\$ 75.00
Insurance: Proof of workers compensation coverage, motor vehicle liability insurance and the VIN number of each vehicle must be provided to the city prior to obtaining a license.	

Regulated Uses not otherwise listed Chapter 26:

Application fee	\$ 1,000.00
Annual licensing fee	\$ 200.00

Rollerskating rinks annual fee (Chapter 14) \$ 50.00

Special Events (98-140) non-refundable application fee

Annual Application fee	\$ 165.00
First Time Event Application fee	\$ 200.00
Additional permit fees as determined by administrative staff due two weeks prior to event with insurance documents.	
Insurance: Standard insurance requirements	
<u>Telecommunications</u>	
Application fee	\$ 500.00
Annual maintenance fee as determined by the Metro Authority pursuant to Act 48 of the Public Acts of 2002	
<u>Theatres annual fee 14.26</u>	\$ 50.00
<u>Valet Parking</u>	
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)	
Initial application fee	\$ 1,000.00
Annual license fee	\$ 500.00
One Day Valet Permit fee	\$ 50.00
Valet parking card deposit, per card	\$ 20.00
Fees per car:	
1-100 cars, pre-paying for six months in advance, per month	\$ 500.00
101-200 cars, pre-paying for six months in advance, per month	\$ 750.00
201 and above cars, pre-paying for six months in advance, per month	\$ 1,000.00
<u>Valet Parking Meter Bag Fees - (Monthly)</u>	\$ 216.00
Insurance: Workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the state.	
Garage liability insurance with limits of liability of not less than \$1,000,000 per occurrence; or commercial general liability insurance endorsed to provide the equivalent of this coverage.	
Garage keepers legal liability insurance with limits of liability of not less than \$100,000.00 per occurrence; or commercial general liability insurance endorsed to provide the equivalent of this coverage.	
Additional insured. Garage liability and garage keepers legal liability insurance, as described above, shall name the city as additional insured for all activities connected with the valet parking service and shall include an endorsement stating the following as "additional insured": the city, 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 insureds, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributing or excess.	
Cancellation notice. Thirty (30) days advance written notice of insurance cancellation, nonrenewal, and/or reduction in material change in coverage must be provided to the city. Notice of cancellation material change or reduction must be attached to the certificate of insurance, or otherwise evidenced as in effect under the policy listed.	

Proof of insurance coverage. The following certificates and policies shall be provided to the city:

1. Two copies of certificate of insurance for workers' compensation insurance.
2. Two copies of certificate of insurance for garage liability insurance.
3. Two copies of certificate of insurance for garage keepers legal liability insurance.
4. If so requested, certified copies of all policies mentioned above will be furnished.

Expiration. If any of the above coverages expire, renewal certificates and/or policies must be provided to the city at least ten days prior to the expiration date.

Acceptability of insurance company. All coverages shall be with insurance carriers licensed to do business in the state. All coverages shall be with carriers acceptable to the city.

Voter Information

Daily Absentee Voter List	\$	15.00
Voter Information List	\$	5.00

FEE SCHEDULE

COMMUNITY DEVELOPMENT DEPT.	EXISTING FEE
<u>Administrative approval (Planning Department)</u>	\$ 100.00
<u>Brownfield Developments</u>	
Application fee non-refundable and non-reimbursable	\$ 1,500.00
Outside consultant fees reimbursement: Where a review of applications, plans, construction documents, Brownfield development documents or any other documents is performed by outside consultants engaged by the city, a review fee shall be charged at 1.05 times the actual cost. Payment shall be in advance of the review based on estimated cost.	
<u>Building Permits (Chapter 22)</u>	
(a) Building permit fees: The building permit fee is determined from the total construction value as shown in the most recent edition of the ICC Building Evaluation Data Square foot construction costs. For all use groups except one and two family residential, the minimum square foot construction cost is 100% of the value shown in construction costs table; for renovations the minimum square foot construction costs is 50% of the value shown in the table. For residential one and two family structures, the minimum square foot construction cost is \$125.	
(b) Total Construction Valuation: Permit fees are computed at \$85.00 for the first \$1,000 of construction valuation; \$10.00 for each additional \$1,000 (or fraction thereof) up to \$100,000 of construction valuation; and \$15.00 for each additional \$1,000 (or fraction thereof) over \$100,000 of construction valuation.	
(c) Refunds: Refunds of any permit fees are subject to a minimum of 25 percent for administrative services with no construction work commencing. After construction has started, fees will be refunded proportionately as determined by the building official. Any permit fee for construction that is 75 percent or more completed will not be refunded.	
(d) Plan examination fees: When a plan is required to be submitted, a plan review fee must be paid at the time of submitting plans and specifications for review. The review fee shall be \$85.00 for projects up to \$10,000 in construction value; all other plan examination fees shall be computed as shown below:	
Construction value up to \$10,000	\$ 85.00
Construction Value from \$10,001 to \$500,000	Construction value multiplied by 0.0020 \$150.00 minimum
Construction Value over \$500,000	\$1,000 plus construction value multiplied by 0.0010
The building plan review fee shall be multiplied by 1.25 when MEAP	

FEE SCHEDULE

COMMUNITY DEVELOPMENT DEPT.	EXISTING FEE
reviews are required.	
An administrative fee equal to the permit fee may be charged in addition to the permit fee, when work is started and/or completed without first obtaining the permit. Plan review fees are not refundable.	
(e) Construction Bonds	
In addition to the required building permit fee, a cash bond must be posted at the time the permit is issued in accordance with the following schedule:	
Construction value between \$0-\$10,000	\$ 100.00
Construction value between \$10,001-\$50,000	\$ 200.00
Construction value between \$50,001-\$100,000	\$ 300.00
Construction value between \$100,001-\$500,000	\$ 500.00
Construction value of \$500,001 and up	\$ 1,000.00
<u>Swimming Pools</u>	\$ 1,000.00
<u>Window Permits</u>	\$ 500.00
Upon satisfactory completion of all final inspections required, and the issuance of a certificate of occupancy, if applicable, the construction bond will be returned upon request without interest.	
(f) A reinspection fee may be required by the building official	\$ 50.00
(g) Bonding requirements for a temporary certificate of occupancy:	
When a temporary certificate of occupancy is issued prior to completion of the entire work covered by the permit, a cash bond shall be posted in an amount as determined by the building official up to \$10,000 for residential dwellings and \$100,000 for commercial buildings or spaces based on the cost of completing all remaining and outstanding work.	
(h) Bonding requirements for maintenance and replacements costs of public right-of-way facilities:	
A bond shall be posted prior to the issuance of a building permit for new construction in the amount of \$5,000 to assure that the public right-of-way is properly maintained at all times during construction. This includes the replacement of city sidewalk, curb and gutter, and the re-establishment of green space in the public right-of-way.	
<u>Board of Building Trades Appeals</u>	
Single family residential	\$ 310.00
All other construction	\$ 510.00
<u>Construction Site Maintenance Violations (Sec. 50-29)</u>	
Municipal Civil Infraction Penalty	\$ 100.00
First Offense	\$ 250.00
Second Offense	\$ 500.00
Subsequent Offenses	\$ 500.00
Building Permit Holders	
Five or more violations at same site within one calendar month	\$ 500.00
<u>Contractor Annual Registration Fees</u>	

FEE SCHEDULE

COMMUNITY DEVELOPMENT DEPT.	EXISTING FEE
Building Contractor	\$ 25.00
Electrical Contractor	\$ 25.00
Mechanical Contractor	\$ 5.00
Plumbing Contractor	\$ 15.00
<u>Demolition of Buildings</u>	
Less than 3,000 cubic feet	\$ 125.00
3,000 to 50,000 cubic feet	\$ 200.00
More than 50,000 cubic feet	\$ 300.00
Performance cash bond:	
Minimum (as determined by the building official)	\$ 100.00
Maximum (as determined by the building official)	\$ 50,000.00
<u>Electrical Installation (Chapter 22)</u>	
Base fee	\$ 50.00
Reinspection Fee	\$ 50.00
120 volt or 277 volt first circuit	\$ 15.00
120 volt or 277 volt each additional circuit	\$ 8.00
Each 208V, 240V, 480V branch circuits	\$ 20.00
First 25 lights, receptacles and switches	\$ 20.00
Each additional set of 20	\$ 15.00
First sign	\$ 50.00
Feeders/Buss Ducts:	
First 100 feet	\$ 25.00
Over 100 feet	\$ 15.00
Commercial fire alarms:	
Fire alarm panel	\$ 30.00
Each alarm device	\$ 10.00
Residential smoke detectors up to 8 units, 120 volts	\$ 20.00
Low voltage smoke alarm with panel	\$ 50.00
Residential smoke alarm system less than 50 volts with panel	\$ 50.00
Services or transformers:	
30 AMP to 200 AMP	\$ 35.00
201 AMP to 400 AMP	\$ 50.00
Over 401 AMP	\$ 100.00
A/C Interrupt service	\$ 20.00
Temporary service up to 200 AMP	\$ 40.00
Sub panel: Sidewalk inspection req:	
Each additional sign	\$ 20.00
Each residential A/C	\$ 35.00
Furnace/unit heaters	\$ 20.00
Pools/hot tubs/spas	\$ 50.00
Appliances/disposal/dishwashers	\$ 10.00
Commercial HVAC:	
5 ton or less ach	\$ 50.00

FEE SCHEDULE

COMMUNITY DEVELOPMENT DEPT.	EXISTING FEE
Over 5 ton each	\$ 75.00
Motors - Commercial only:	
1/4 HP up to 10 HP each	\$ 25.00
Over 10 HP to 30 HP each	\$ 40.00
Over 30 HP each	\$ 60.00
New house construction minimum of four inspections requires	
An administrative fee equal to the permit fee may be charged in addition to the permit fee when work is started and/or completed without first obtaining the permit.	
<u>Equipment installation permit fee</u>	\$ 10.00
<u>Final site inspection fee (Planning Dept.)</u>	\$ 100.00
<u>Housing:</u>	
Housing Board of Appeals Fee:	
Residential dwelling unit	\$ 310.00
Other - Commercial	\$ 510.00
<u>Housing Inspections Owner Authorized:</u>	
One and two-family dwellings:	
Building structure fee per dwelling unit	\$ 200.00
Electrical fee per dwelling unit	\$ 100.00
Plumbing fee per dwelling unit	\$ 100.00
Heating and refrigeration fee per dwelling unit	\$ 100.00
<u>Landlord Licenses (See Rental Properties)</u>	
<u>Lot Division (Chapter 102):</u>	
Fee per parcel created from each platted or unplatted lot (lot splits)	\$ 200.00
Boundary Adjustment for single family dwelling:	
Separation of platted lots (fee per each lot)	\$ 200.00
Combination of platted lots (fee per each lot)	\$ 200.00
<u>Massage Permits (26-251):</u>	
Investigation fee to operate massage facility (subject to additional fees for regulated use)	\$ 250.00
Investigation fee to perform massage service	\$ 25.00
Change of location (subject to additional fees for regulated use)	\$ 100.00
<u>Mechanical Permits:</u>	
Base Fee	\$ 50.00
Gas/oil furnace/boilers, etc:	
100,000 BTU or less	\$ 60.00
Over 100,000	\$ 70.00
Over 500,000	\$ 80.00
Ductwork	\$ 50.00
V.A.V. boxes (variable air volume) each	\$ 30.00
Humidified or air cleaner	\$ 30.00
Mfg, fireplace (gas or solid fuel), stoves (solid fuel) includes chimney	\$ 30.00
Gas or oil space heaters	\$ 30.00

FEE SCHEDULE

COMMUNITY DEVELOPMENT DEPT.	EXISTING FEE
Automatic flue damper	\$ 25.00
as part of furnace	\$ 10.00
Gas piping - first two openings	\$ 30.00
additional openings each	\$ 5.00
Air handling systems:	
Vents & Exhaust Fans:	
Under 1,500 c.f.m. each	\$ 15.00
1,500 to 10,000 c.f.m. each	\$ 35.00
Over 10,000 c.f.m. each	\$ 55.00
Heat Pumps:	

FEE SCHEDULE

DEPARTMENT OF PUBLIC SERVICES		EXISTING FEES
<u>Cross Connections Inspections/Re-Inspections (114-122)</u>		
Fee		\$ 50.00
city representative for the time spent on such inspections or re-inspections concerning		
Device test report review, per report		\$ 10.00
<u>Dog Park Annual Pass:</u>		
Resident		\$ 50.00
Non-Resident		\$ 200.00
<u>Golf Course Fees - Adjusted annually by resolution of City Commission with recommendation of Parks and Recreation Board</u>		
<u>Grass & Weed Violations (118-66 to 118-68)</u>		
Cutting charge for properties less than or equal to 50 feet wide		\$ 135.00
Cutting charge for properties greater than 50 feet wide		\$ 200.00
Municipal Civil Infraction Fine (in addition to cutting charge):		
First Offense		\$ 50.00
Second Offense		\$ 100.00
Third Offense		\$ 200.00
All violations after the third offense in a calendar year		\$ 200.00
<u>Hydrant Use</u>		
Deposit (if required as determined by Fire Chief)		\$ 100.00
Permit Fee		\$ 160.00
Water Charge		\$ 64.75
Includes 5000 gallons at standard charge. Water charge in excess of 5000 gallons will be charged at double rate \$25.90 per thousand gallons.		
This rate may be revised every year effective July 1st.		\$ 25.90
<u>Hydrant Repair</u>		
To be calculated by DPS, Will include labor, equipment, material		
<u>Ice Arena Fees - Annual evaluation at budget</u>		
<u>Leisure Activity Pass:</u>		
First year		\$ 15.00
Revalidate/Replace for subsequent seasons		\$ 10.00
<u>Recycle Bins</u>		
		current cost
<u>Refuse collection charges (Chapter 90) Fill-A-Dump</u>		
		\$ 300.00
<u>Snow Removal from Sidewalks (98-66 - 98-68) - minimum charge</u>		
		\$ 100.00
<u>Tree Preservation (Chapter 118)</u>		
Registration for tree service business		\$ 100.00
Sanctions, remedies, penalties:		
First offense, per tree		\$ 500.00
Second offense, per tree		\$ 1,000.00
<u>Water</u>		
Customer requested service, emergency, 2 hr. minimum plus equipment and materials if applicable		\$ 200.00
Meter department service fee, plus equipment and materials if applicable		\$ 80.00

Meter department service fee for no show appointment	\$ 40.00
Final meter reading without 24 hour notice	\$ 150.00
Stop box construction deposit (includes \$100 inspection \$400 refundable)	\$ 500.00
Curb box and lid repair (done by city)	\$ 500.00
Opt Out Plan Meter Reading Fee	\$ 12.02
Frozen water service line thaw - first visit	no charge
Frozen water service line thaw - second visit and beyond (\$200 minimum)	material (\$200 minimum)

Water

Additional charge for water used:

For each 1,000 gallons or part thereof	\$ 4.87
Service of notice of intent to discontinue service for non-payment of charges (114-303)	\$ 50.00
Meter department service fee	\$ 80.00
Meter department service fee for no show appointment	\$ 40.00
Final meter reading without 24 hour notice	\$ 150.00
Stop box construction deposit (includes \$100 inspection \$400 refundable)	\$ 500.00
Curb box and lid repair (done by city)	\$ 500.00

Water Rates

Meter Size

5/8" Quarterly fixed charge	\$ 5.00
5/8" Monthly fixed charge	\$ 1.67
1" Quarterly fixed charge	\$ 8.00
1" Monthly fixed charge	\$ 2.67
1 1/2" Quarterly fixed charge	\$ 12.00
1 1/2" Monthly fixed charge	\$ 4.00
2" Quarterly fixed charge	\$ 16.00
2" Monthly fixed charge	\$ 5.33
3" Quarterly fixed charge	\$ 24.00
3" Monthly fixed charge	\$ 8.00
4" Quarterly fixed charge	\$ 32.00
4" Monthly fixed charge	\$ 10.67
6" Quarterly fixed charge	\$ 48.00
6" Monthly fixed charge	\$ 16.00
8" Quarterly fixed charge	\$ 64.00
8" Monthly fixed charge	\$ 21.33
Special charges to the city	
Annual charge for fire hydrants	\$ 18.50
Annual charge for drinking fountains	\$ 20.00

Water & Sewer Connections (Chapter 114):

Water Service Only - Single Trench

Easement 1":

Service Install	\$ 1,790.00
Water Meter, MTU, Brass Meter Spuds, and Trip	\$ 657.00
Water for Construction	\$ 50.00

Total	\$ 2,497.00
Easement 1 1/2":	
Service Install	\$ 2,010.00
Water Meter, MTU, Brass Meter Flanges, and Trip	\$ 1,850.00
Water for Construction	\$ 70.00
Total	\$ 3,930.00
Easement 2":	
Service Install	\$ 2,210.00
Water Meter, MTU, Brass Meter Flanges, and Trip	\$ 2,060.00
Water for Construction	\$ 95.00
Total	\$ 4,365.00
All Paved Surfaces 1":	
Service Install	\$ 3,950.00
Water Meter, MTU, Brass Meter Spuds, and Trip	\$ 657.00
Water for Construction	\$ 50.00
Total	\$ 4,657.00
All Paved Surfaces 1 1/2":	
Service Install	\$ 4,270.00
Water Meter, MTU, Brass Meter Flanges, and Trip	\$ 1,850.00
Water for Construction	\$ 70.00
Total	\$ 6,190.00
All Paved Surfaces 2":	
Service Install	\$ 4,630.00
Water Meter, MTU, Brass Meter Flanges, and Trip	\$ 2,060.00
Water for Construction	\$ 95.00
Total	\$ 6,785.00
Water for construction rates on larger services:	
3"	\$ 120.00
4"	\$ 190.00
6"	\$ 330.00
8"	\$ 465.00
(Prices on water services over 2" in size will be determined by (DPS) on a time and material basis. A deposit will be made for the estimated cost as determined by DPS.)	
5/8" meter	\$ 120.00
1" meter	\$ 180.00
1 1/2" meter	\$ 1,320.00
2" meter	\$ 1,525.00
(Price to be obtained from meter department for any water meter larger than 2")	
Meter Transceiver Unit (MTU)	\$ 135.00
1" Brass Meter Spuds	\$ 22.00
1.5" Brass Meter Flanges	\$ 75.00
2" Brass Meter Flanges	\$ 80.00
Inspection fee when trenching not done by DPS per service	\$ 400.00
Water disconnection fee:	
Water service disconnection at property line if service will be reused (1" or larger copper water services only)	\$ 1,000.00

2" service or smaller	\$ 1,850.00
4" service or greater to be determined individually by the DPS	
Fees for trench maintenance	\$ 800.00
Refundable deposit	\$ 1,000.00
Wedding Rental (Parks)	\$ 100.00
Shain Park (weekdays/weekends)	
Resident	\$ 200.00
Non-Resident	\$ 400.00
Security Deposit	\$ 100.00
Birmingham Historical Museum Park (John West Hunter Park) (weekdays/weekends)	
Resident	\$ 200.00
Non-Resident	\$ 400.00
Security Deposit	\$ 100.00
All other City Parks (weekdays/weekends)	
Resident	\$ 70.00
Non-Resident	\$ 140.00
Security Deposit	\$ 50.00
Well Permit	\$ 100.00

FEE SCHEDULE

ENGINEERING		EXISTING FEE
<u>Bidding Document Fee</u>		
Large Set - Paper Copy		\$ 75.00
Small Set - Paper Copy		\$ 50.00
CD Copy (any size) (Copy fee waived for Plan Room and Advertising Services)		\$ 20.00
<u>Cable Communications Permit (30-133 (j))</u>		
Cable Franchise Insurance: Standard Insurance requirements plus excess liability insurance (or umbrella policy) on an "occurrence basis", with limits of liability not less than \$5,000,000 per occurrence; and indemnification provisions (see Section 30-190)		
<u>Curb Closings (See Streets & Sidewalks)</u>		
<u>Driveways (See Streets & Sidwealks)</u>		
<u>Parking Meters</u>		
High Demand (Areas Inside Central Core of Business District)		\$ 1.50
Lower Demand (Areas Outside Central Core of Business District)		\$ 1.00
<u>Parking Structures</u>		
Less than 2 hours		free
Less than 3 hours		\$ 2.00
Less than 4 hours		\$ 4.00
Less than 5 hours		\$ 6.00
Less than 6 hours		\$ 8.00
Over 6 hours		\$ 10.00
Over 7 hours		\$ 10.00
Over 8 hours		\$ 10.00
Maximum Fee After 10:00PM		\$ 5.00
Permit Parking - Chester St. Structure		\$ 50.00
Permit Parking - All Others		\$ 70.00
<u>Parking Structure Permit Parking Activation Fee</u>		
Deposit (any cards returned after six-months not eligible for refund)		\$ 20.00
Activation fee per AVI card		\$ 30.00
Returned checks		\$ 30.00
<u>Permit Parking At Meters (3 Months)</u>		
Lot 6 - Regular		\$ 210.00
Lot 6 - Restricted		\$ 150.00
Ann St. North		\$ 180.00
South Old Woodward		\$ 120.00
Lot 11 - NW Corner Maple & Woodward		\$ 180.00
Lot 12 - SE Corner Maple & Woodward		\$ 180.00
<u>Right-of-Way Permits</u>		
Permit Fee		\$ 50.00
Trench Maintenance		\$ 900.00
Water Service Inspection Fee		\$ 400.00
Sewer Service Inspection Fee		\$ 400.00
Cash Bond (Refundable)		\$ 1,000.00
<u>Sidewalks (See Streets & Sidewalks)</u>		
<u>Soil erosion and sediment control permit fees:</u>		
	Less than 1 acre site	\$ 65.00
	1-2 acre site	\$ 125.00
	2-3 acre site	\$ 125.00
	The permit fee shall increase for every acre or portion thereof in excess of the above examples.	
Inspection desposits:		
	Less than 1 acre site	\$ 1,560.00
	1-2 acre site	\$ 3,120.00
	2-3 acre site	\$ 4,680.00
	The inspection deposit shall increase \$1,560.00 per	

additional acre or portion thereof in excess of the above examples.

Soil Filling Permit (Chapter 50)

Application fee	\$ 600.00
Permit fee, per cubic yard	\$ 0.20

Small Cell Monthly License

Tier 1 - Per Month Per Pole	\$75.00
Tier 2 - Per Month Per Pole	\$150.00
Performance Bond	\$10,000.00
Administrative Fee	\$500.00

Stormwater runoff (Chapter 114)

Permit per acre of affected area	\$ 125.00
Minimum	\$ 65.00

Storm Water Utility Fee Related Charges

Storm Water Utility Fee Credit Application or Renewal	\$ 50.00
Low Impact Development Determination	\$ 50.00
Storm Water Utility Appeals Board Application	\$ 50.00

Storm Water Utility Fee - Credit Schedule

<u>CREDIT</u>	<u>APPLIES TO</u>	<u>ANNUAL VALUE</u>	<u>RENEWAL PERIOD</u>
<u>Rain Barrels</u>	SFR/Non-SFR	\$15	2 years
<u>Rain Garden/Bio-Swale</u>	SFR.Non-SFR	\$20 *	5 years
<u>Infiltration Trench/Dry Well</u>	SFR/Non-SFR	\$25 *	5 years
<u>Cistern</u>	SFR/Non-SFR	\$25 *	10 years
<u>Pervious Pavement</u>	SFR/Non-SFR	\$10 (200-300 Sq. Ft.) \$20 (300-400 Sq. Ft.) \$30 (>400 Sq. Ft.)	10 years
<u>Disconnect Footing Drain</u>	SFR/Non-SFR	\$40	10 years
<u>LID Building Measures</u>	Non-SFR	ESWU reduction	N/A
<u>LID Site Measures</u>	Non-SFR	ESWU reduction	N/A
<u>Enhanced Retention</u>	Non-SFR	ESWU reduction	N/A

Those credits marked with an asterisk (*) will be multiplied by the relative size of the parcel the improvement makes on the property, provided that the improvement truly captures at least 50% of the impervious area that is draining directly to the sewer system, according to the following schedule:

<u>SFR CLASS</u>	<u>CREDIT MULTIPLICATION FACTOR</u>
Classes A & B	1
Class C	1.6
Class D	2.4
Class E	3.2
Class F	4.6

Streets & Sidewalks:

There shall be a minimum charge of \$85.00 for all curb closing, curb, cuts, driveways and sidewalk permits.	\$ 85.00
Curb closings (98-91):	
Permit per linear foot	\$ 4.00
Minimum	\$ 30.00
Curb cuts (98-91):	
Permit per linear foot	\$ 4.00
Minimum	\$ 30.00
Driveways (98-91):	
Permit	\$ 40.00
Sidewalks (98-57):	
Permit, per square foot	\$ 0.50
Minimum	\$ 20.00
Excavations (98-26):	
Permit	\$ 65.00
Plus deposit to be determined by city engineer to cover estimated cost of possible city expenses, minimum	
Moving buildings (98-3 - 98-28):	
Permit	\$ 50.00
Plus deposit to be determined by city engineer to cover estimated cost of possible city expenses, minimum	\$ 1,000.00

Obstructions (98-26):	Insurance: Standard insurance requirements plus hold-harmless agreement	
	Permit	\$ 65.00
	Plus deposit to be determined by city engineer to cover estimated cost of possible city expenses, minimum	\$ 1,000.00

FEE SCHEDULE

FINANCE DEPARTMENT				EXISTING FEE
<u>Sewer Service Rates (Chapter 114)</u>				
For each 1,000 gallons or part thereof				\$ 7.56
<u>Storm Water Utility Fee (Chapter 114)</u>				
<u>Property Type</u>	<u>SFR Class</u>	<u>Average Runoff Potential</u>	<u>ESWU</u>	
Single-Family Residential, 0-125 acres or less	Class A	3,166	0.7	
Single-Family Residential, 0-126 acres - 0.250 acres	Class B	4,317	1	
Single-Family Residential, 0.251 acres - 0.500 acres	Class C	6,716	1.6	
Single-Family Residential, 0.501 acres - 0.750 acres	Class D	10,552	2.4	
Single-Family Residential, 0.751 acres-1,000 acres	Class E	13,094	3.2	
Single-Family Residential, 1,001 acres or larger	Class F	20,496	4.6	
<u>Non-Single Family ESWU.</u> The				
storm water utility fee for non-single family lots shall equal the number ESWU'S for a given lot, multiplied by the annual rate established by the City Commission per ESWU per year. The formula for determining the number of ESWU'S per non-single family lot shall be calculated from the amount of pervious and impervious lot area as follows: Number of ESWU'S = "0.15 (TA-1A + 0.90 (IA)"/4317 s.f./ESWU where TA=total area of each lot (reported in square feet); IA=impervious area of each lot (reported in square feet).				
Evergreen-Farmington Sewage Disposal District:				
For each Equivalent Storm Water Unit (ESWU)				
Quarterly fixed fee				\$48.75
Monthly fixed fee				\$16.25
Southeast Oakland County Sewage Disposal District:				
For each Equivalent Storm Water Unit (EWSU)				
Quarterly fixed fee				\$61.25
Monthly fixed fee				\$20.42
<u>Industrial Surcharge (Chapter 114)</u>				
An industrial surcharge shall be levied against industrial and commercial customers contributing sewage to the system with concentrations of pollutants exceeding the levels described as follows:				
Amounts of Industrial Surcharge - Total Charge per pound of excess pollutants				
	Biochemical oxygen demand (BOD), over 275 mg/l			\$ 0.483
	Total suspended solids (TSS), over 350 mg/l			\$ 0.490
	Phosphorus (P), over 12 mg/l			\$ 7.228
	Fats, oils, grease (FOG) over 100 mg/l			\$ 0.465
<u>Industrial Waste Control IWC (Chapter 114)</u>				
An industrial waste control charge shall be levied against all non-residential properties, in accordance with rates established by resolution.				
Meter Size - Quarterly Charge				
	5/8"			\$ 10.65
	3/4"			\$ 16.02
	1"			\$ 26.67
	1 1/2"			\$ 58.68
	2"			\$ 85.32
	3"			\$ 154.65
	4"			\$ 213.30
	6"			\$ 319.92
	8"			\$ 533.22
	10"			\$ 746.52
	12"			\$ 853.14
	14"			\$ 1,066.44
	16"			\$ 1,279.74
	18"			\$ 1,493.01
	20"			\$ 1,706.31
	24"			\$ 1,919.58
	30"			\$ 2,132.88
	36"			\$ 2,346.18
	48"			\$ 2,559.45
Effective July 1, 2018				

FEE SCHEDULE

FIRE DEPARTMENT	EXISTING FEE
<u>EMS Transport Service Fees (Chapter 54)</u>	
ALS Emergency Transport II	\$ 800.00
ALS Emergency Transport I	\$ 625.00
ALS Non-Emergency Transport	\$ 625.00
BLS Emergency Transport	\$ 485.00
BLS Non-Emergency Transport	\$ 475.00
Loaded Mile (scene to hospital fee per mile)	\$ 15.00
<u>Fire Code Operational Permits</u>	
As listed in the International Fire Code	\$ 50.00
<u>Hydrant Use & Hydrant Repair - See DPS</u>	
<u>Open Fires Permit (includes inspection)</u>	\$ 50.00
<u>Pyrotechnics displays Permit</u>	\$ 50.00
<u>Administrative Fee-Non-electronic reporting (inspections/testing/maintenance)</u>	\$ 50.00

FEE SCHEDULE

MUSEUM	EXISTING FEE
<u>Limited Use Fee-Allen House</u>	
Cleaning Deposit, returnable	\$100.00
2 hrs. of approved private use - Allen House, first floor only, with event specific rider and agreement	\$550.00
Insurance: Standard Insurance Requirements and Hold Harmless Agreement	
<u>Limited Use Fee-Park/Grounds</u>	
Security Deposit, returnable	\$100.00
Up to 20 people-	\$250.00
Up to 20 people-	\$500.00
21-100 people-	\$400.00
21-100 people-non-	\$800.00
	fees will
Over 100 people	apply
Security Deposit,	\$250.00
Insurance: Standard Insurance Requirements and Hold Harmless Agreement	
<u>Research Requests</u>	
First hour	\$25.00
Each additional hour	\$15.00

FEE SCHEDULE

POLICE DEPARTMENT		EXISTING FEE
*Alcohol:		
Specially Designated Distributor	\$	500.00
Specially Designated Merchant	\$	500.00
<u>False Alarm fees (74-31):</u>		
First false alarm per calendar year	no charge	
All subsequent false alarms per calendar year	\$	50.00
<u>Fingerprints</u>		
Full set of fingerprints; said fee shall be in addition to any license or permit fee which requires fingerprints to be taken and/or submitted to the Michigan State Police or the Federal Bureau of Investigation	\$	10.00
<u>Meter Bags - Daily Fee</u>	\$	18.00
<u>Outdoor Dining Café Platform Meter Fees</u>		
(See City Clerk's Office Fee Schedule)		
<u>Parking Permits (110-136 - 110-150)</u>		
Residential parking permit per household (includes 2 resident and 3 visitor permits for a two-year period)	\$	8.00
<u>Parking Offenses & Fines (If paid before 10 days/If paid after 10 days)</u>		
Expired meter: first seven offenses in calendar		\$10/20
Expired meter: eight offenses or more in calendar year		\$30/40
Overtime in non-metered zone		\$10/20
Overtime in a time zone: less than 2 hours		\$15/25
Overtime in a time zone: 2 hours or longer		\$30/40
Stopping, standing or parking where prohibited		\$30/40
Parking over the meter line		\$10/20
Back into parking lot space		\$10/20
Keys in ignition or ignition unlocked		\$30/40
Other illegal parking		\$30/40
No parking here to corner		\$30/40
Handicap zone		\$100/125
Violation of snow emergency parking ordinance		\$50/75
Illegal parking in permit area		\$30/40
Illegal parking on private property		\$30/45

Pedi-cabs & Commercial Quadricycles

Annual Application Fee \$ 50.00

Insurance: The owner of every pedicab or commercial quadricycle shall procure and file with the city clerk a liability insurance policy or similar proof of insurance issued by an insurance company authorized to do business in the state. The amount of such liability insurance for each pedicab or commercial quadricycle shall be as follows: An amount of not less than \$2,000,000 because of bodily injury to or death of any one person; in an amount of \$2,000,000 because of bodily injury of two or more persons in any one accident; in an amount of not less than \$2,000,000 in medical coverage for each passenger. Such policy of insurance may be in the form of a separate policy for each pedicab or commercial quadricycle, or may be in the fleet policy covering all pedicabs or commercial quadricycles operated by such owner; provided, however, that such a policy provide for the same amount of liability for each pedicab or commercial quadricycle operated. Provided further, such policy shall name the City of Birmingham as an additional insured, and no such policy as required above may be cancelled until the expiration of 30 days after notice of intent to cancel has been given in writing to the city clerk of the City by registered mail or personal delivery of such notice and a provision to that effect is made a part of such policy.

Precious Metals Dealers 26-161

Annual License Fee \$ 500.00
Annual criminal background check - per person (to be provided by applicant using the Michigan State Police ICHAT system)

Preliminary breath test (PBT) each \$ 10.00

Stray Animal Fines:

Licensed pet properly immunized first offense \$ 25.00
Second offense within twelve month period \$ 50.00

Vehicle Identification Number Inspection Fee \$ 25.00

Vehicle Impounding Fee \$ 25.00

Vehicle Inspection Fee \$ 25.00

*Fee for liquor license inspection may be waived at the discretion of the City Manager where an applicant seeks to change the liquor license by the removal of a licensee from the license and the licensed establishment is not in operation.

FEE SCHEDULE

TREASURER'S OFFICE	EXISTING FEE
<u>Returned Check fees (15.1 - 15.3)</u>	\$ 25.00
<u>Treasurer's certificate</u>	\$ 10.00

**Greenwood Cemetery Advisory Board
Meeting Minutes
Monday, April 5, 2021, 10 A.M.
Virtual Meeting ID: 989 8385 6041**

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 Buchanan 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 Buchanan 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 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. Clerk Bingham clarified that the map was initiated by Museum Director Pielack and updated by Clerk Bingham.

Ms. Suter noted that this issue 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.

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 17-C, 16-C, 15-C, and 14-A.

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 said they wanted it made clear to the Commission that the Board's likely affirmative vote on this item was a "rubber stamp", 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.

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 Manager's 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 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

DATE: March 31, 2021

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: Review of the Fee Schedule for Greenwood Cemetery

INTRODUCTION:

- At the March 5, 2021 GCAB meeting the Greenwood Cemetery Advisory Board decided to recommend increasing the grace prices for one full burial and up to 3 cremains from \$3000 to \$4000 effective immediately. Subsequently when the GCAB addressed prioritizing the items in the GCAB rules and regulations addressing the fee schedule as a whole was identified as a top priority.
- The City Clerk's office consulted with the Department of Public Services and the Contracted Cemetery Service Provider to gather information to present to the GCAB in regards to the Greenwood Cemetery Fee Schedule.

BACKGROUND:

- The City's Fee schedule is reviewed by each department and approved by the Commission on an annual basis. From time to time the Commission will pass additional resolutions to update the fee schedule on an as needed basis with the appropriate review and recommendation by boards and city staff.
- The fee schedule is most commonly used by the Cemetery Services Contractor and Funeral directors who communicate fees with families planning for and scheduling cemetery services.
- The suggested revisions to the fee schedule are being proposed to assist with covering cost of services in the cemetery and to add small clarifications to the fees and services provided and required.

LEGAL REVIEW:

- None.

FISCAL IMPACT:

- Implementing revised schedule will ensure that the city doesn't carry any extra financial burden for cemetery services that could impact the city's budget and tax payer burden.

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 suggested revisions in language, addition of fees and increases in fees are necessary for efficient cemetery operation. The proposed revisions will help with communicating the fees and costs of services provided in Greenwood Cemetery. The Clerk's office sought input from both the Department of Public Services and the Cemetery Services Contractor who provide and coordinate services in the cemetery.

ATTACHMENTS:

- Proposed revisions to the Greenwood Cemetery Fee Schedule

SUGGESTED RESOLUTION:

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

Current Fee Schedule

City Clerk's office	Existing Fee	Proposed Change	Reason for change
Greenwood Cemetery (126-26)			
Grave space accommodating one full burial or three cremations Grave space accommodating one full casketed burial and two cremated remains or three total cremains	\$3000	\$4000 approved by the city commission on 3/22/21	
Additional rights of burial for cremated remains (each)	\$750		
Grave space accommodating two cremains	\$2000	\$2600	Proportionate to the approved increase in grave prices as passed by the commission on 3/22/21
Grave Space accommodating one cremation	\$1000	\$1300	Proportionate to the approved increase in grave prices as passed by the commission on 3/22/21
Administrative fee for transfer of grave ownership	\$150	\$200	Appropriate increase to cover the cost of burden for updating records by the Clerk's office
Interment and disinterment fees Cremation Full Burial <i>*additional equipment fees may apply for disinterment</i>	\$750 \$1400		
Foundation charges for markers & monuments Foundation installment – per linear foot Marker installation-single Marker installation-companion	\$125	\$250 \$350	Appropriate increase to cover the cost of resources and labor burden whether the service is completed by DPS or contracted out
Marker or monument resets, <i>reinstallations, raising & leveling:</i> Single Companion <i>*Additional fees may apply, depending on scope of work, equipment necessary, & time required.</i> Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation		\$250 \$350	Appropriate increase to cover the cost of resources and labor burden whether the service is completed by DPS or contracted out
Weekend, holiday and overtime interments. This fee is in addition to the normal interment fee charged during regular working hours. <i>Hourly overtime fees begin at 2pm Monday-Saturday.</i>	\$400		

DATE: April 7, 2021

TO: Thomas M. Markus

FROM: Alexandria Bingham, City Clerk

SUBJECT: Recommendation to Release Graves

INTRODUCTION:

- Grave sales in Greenwood Cemetery have been on going and conducted through the city's cemetery services provider Cheri Arcome of Creative Collaborations.
- On December 21, 2020 the City Commission released 10 graves in section C, row 19-A.
 - Since then graves 1, 2, 13, 14 & 16 in row 19A were found to be obstructed by trees and not able to be used at this time.
- On January 25, 2021 the City Commission released 14 graves in section C, row 18-A.
 - Since then it has been determined that graves 1 & 2 are obstructed due to a tree and not usable at this time.
- Cheri Arcome of Creative Collaborations currently has 15 pending sales across section C, row 18-A & 19-A.
- 5 graves are left in the available inventory not leaving many options for a person or family in search of a final resting space at the Historic Greenwood Cemetery.
- If all pending sales are completed and no other graves are found to be obstructed Greenwood Cemetery would have 167 known graves remaining in inventory. Over time if all of those spaces were to be sold at the current grave price of \$4,000 per space, \$668,000 of revenue could potentially generated for the perpetual care fund.
- The current balance of the perpetual care fund is \$927,732.04.
- Due to the depletion of available grave space it is time to consider another grave release.

BACKGROUND:

- In 2015 240 of the 530 potential grave plots were released.
- By December 31, 2018 199 of the 240 spaces had been sold.
- In July of 2019 no action was taken to release more graves and the City Commission charged the Greenwood Cemetery Advisory Board with the duty of evaluating the current market price for cemetery plots.
- August 16, 2019 GCAB determined that \$3,000 was an appropriate price for graves at Greenwood Cemetery.
- December 7, 2020 the City Commission reviewed GCAB's recommendation to release 50 graves. The City Commission requested more detailed reporting on available graves in sections B & C.
- December 21, 2020 Museum Director Leslie Pielack and City Clerk Alexandria Bingham provided a detailed map and explanation of availability and activity in Greenwood Cemetery. 11 graves that were sold or pending beyond the 2015 grave release were approved as well as 10 graves in Section C, Row 19-A.

- On January 25, 2021 the City Commission released 14 graves in section C, row 18-A. The Commission also requested that GCAB review grave prices again.
- The City Commission approved the grave price increase from \$3000 to \$4000 effective immediately per recommendation of the Greenwood Cemetery Advisory Board on March 22, 2021.
- In GCAB meetings over the past few months members expressed an interest in evaluating the trees in the cemetery and making sure a plan is in place to maintain the aesthetics and foliage across the Cemetery, specifically in sections B and C where current grave sales activity is happening. Attached is a memo from DPS Parks and Recreation Manager Carrie Laird in regards to the trees that are maintained in Greenwood Cemetery.
- After much discussion the GCAB decided to revise the City Clerk's recommendation to release the 7 rows in section B closest to C and only recommend the release 4 rows to allow continued grave sales while giving time for the GCAB to evaluate future tree planting and landscaping in the cemetery.
- At the April 5, 2021 GCAB meeting board member Suter made the motion to release rows 17-C, 16-C, 15-C and 14-A in section B, with a second by board member Peterson. This would make a total of 38 additional graves available for sale. The motion passed with 6 yeas, 0 nays, and 1 member absent (Vercellone)

LEGAL REVIEW:

- None.

FISCAL IMPACT:

For each plot sold in Greenwood Cemetery, \$4,000 is deposited in the Greenwood Cemetery Perpetual Care Fund (Fund). The purpose of the Fund is to account for the investment earnings on the sale of City-owned plots, and donations, which will be used for the perpetual care and maintenance of the cemetery. Estimated basic annual maintenance costs (lawn, forestry, snow removal, etc.) for Greenwood Cemetery are \$60,000.

The current allocation of the portfolio is intended to generate income and growth. With the current balance of \$927,732.04 an additional 268 graves would need to be sold to reach the portfolio target size of \$2 million, keep in mind that only 168 graves in sections B and C are left. The city should continue to sell graves to approach their financial goals for the Greenwood Cemetery as the Perpetual Care Fund continues to grow through interest and contributions of grave sales.

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:

Due to the continued interest in ongoing grave sales, and depletion of available grave plots since the December 2020 and January 2021 releases, a release of additional grave plots is recommended. Adjustments have been made to data regarding recent sales and available grave plots remaining, which are located only in Sections B and C.

The new GIS **draft** map as provided by City Planner Brooks Cowan along with the Tree Keeper data overlay as provided by Parks and Recreation Manager Carrie Laird illustrates that the cemetery has an impressive amount of tree coverage. However, as we continue to work with the

space available in section B we may have to continue to adjust our count of available grave space for sale as we discover trees obstructing the space. It is also possible that the GCAB will recommend reserving space for future tree planting in a long range plan with the advice of DPS and the city's arborist, however having space to accommodate Birmingham residents and persons interested in a final resting place in Greenwood cemetery is a priority.

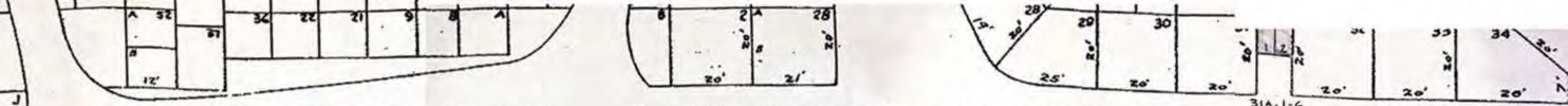
Based on the tree coverage in the western rows of section B, the need to release a sufficient number of graves to offer options to purchasers and the need of time between grave releases to allow the GCAB to address other Cemetery goals and business the City Clerk is recommending the release of the 7 western most rows of section B that amounts to 54 graves as long as none are obstructed by other monuments or trees. 108 potential grave sites would not be released yet but available for the consideration of future releases.

ATTACHMENTS:

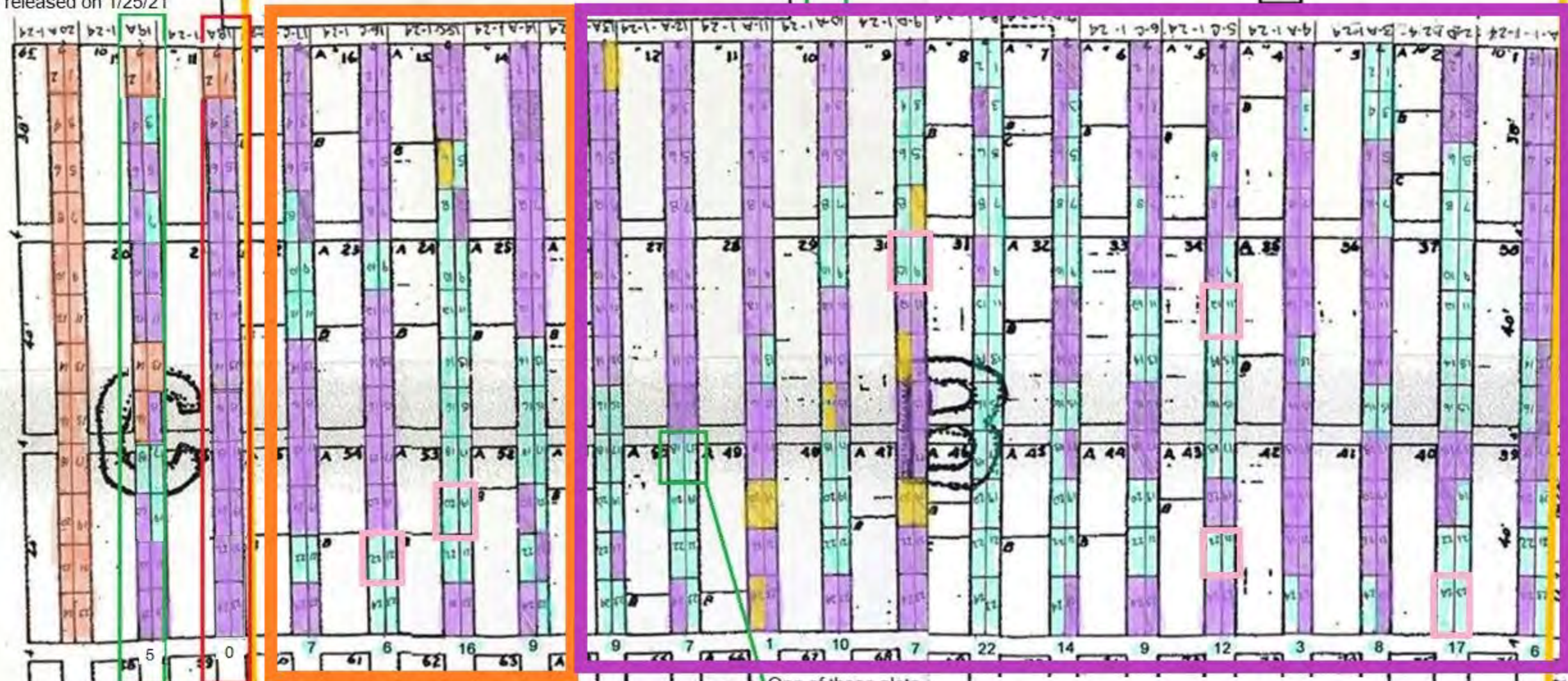
- Color coded map that illustrates graves available and sold
- GIS map that illustrates tree coverage
- April 5, 2021 DRAFT GCAB Minutes
- Memo from Parks and Recreation Manager Carrie Laird about Cemetery Trees
- GCAB Grave Release Packet from April 5, 2021
- January 2021 Grave Release
- March 2021 Grave Price Increase

SUGGESTED RESOLUTION:

- For the Commission 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.



- Plots Not Usable
- SOLD IN ORIG AUTH 241.
- SOLD OVER AUTH LIMIT (10)
- AVAILABLE(187)
- Available graves released on 1/25/21
- Available graves released on 12/21/20
- Large Rectangles = Historic Lots
- Linda's proposed Tree Planting Site



GCAB's Reccomended Release of 38 Graves

One of these plots will be sold per the resolution on 12/21/20

124 graves in reserve for future release

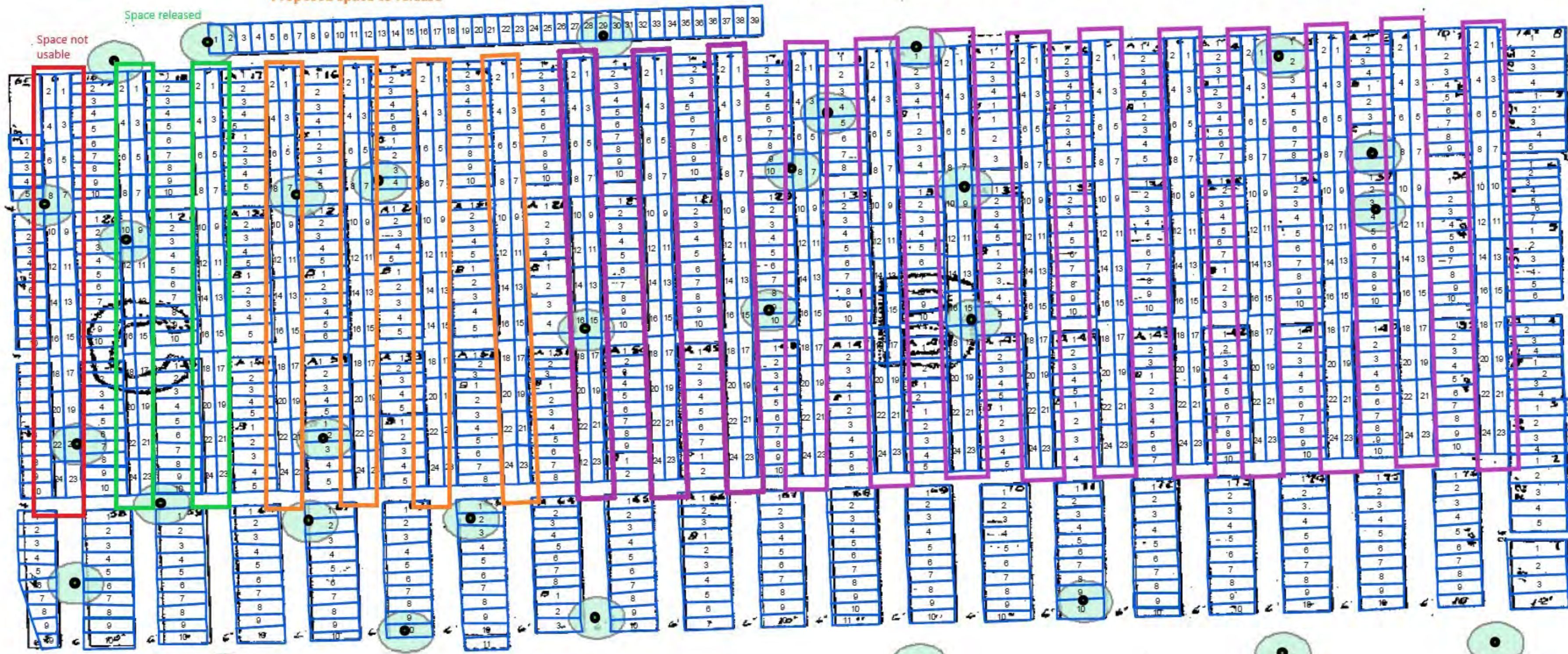
31A-1-6

Proposed space to release

Space for future release

Space released

Space not usable



**Greenwood Cemetery Advisory Board
Meeting Minutes
Monday, April 5, 2021, 10 A.M.
Virtual Meeting ID: 989 8385 6041**

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 Buchanan 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.

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Ms. Suter noted that this issue 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.

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 17-C, 16-C, 15-C, and 14-A.

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 said they wanted it made clear to the Commission that the Board's likely affirmative vote on this item was a "rubber stamp", 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.

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 Manager's 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 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

DATE: March 30, 2021

TO: Alexandria Bingham, City Clerk
Leslie Pielack, Museum Director

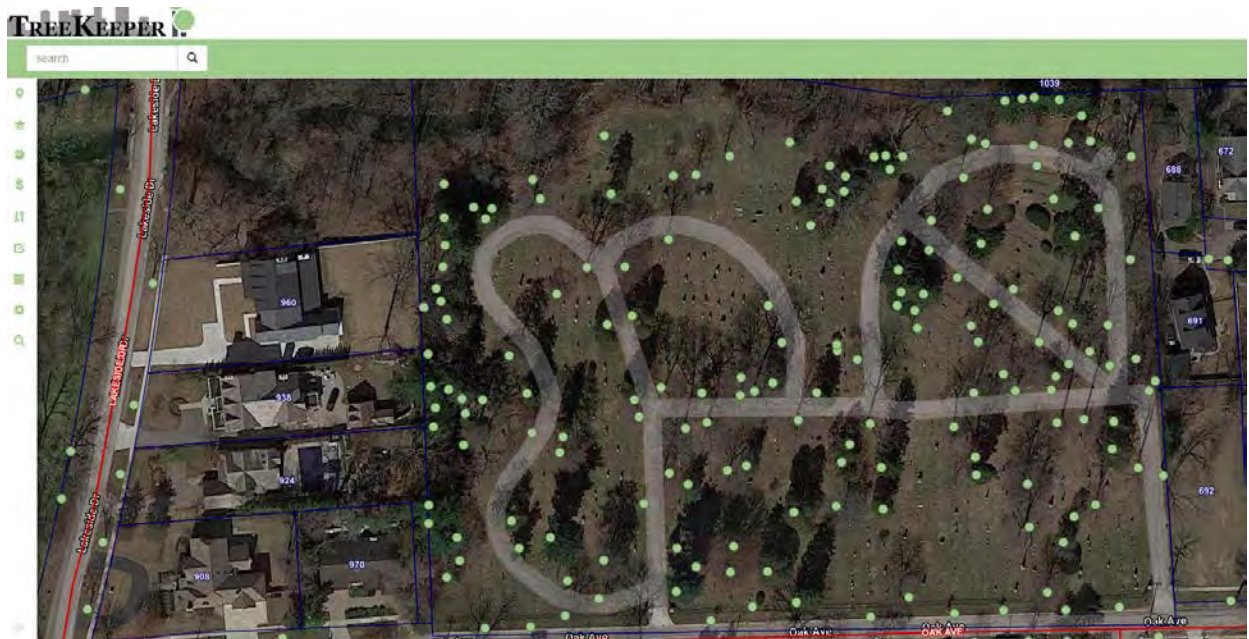
FROM: Carrie Laird, Parks and Recreation Manager

CC: Lauren Wood, Director of Public Services

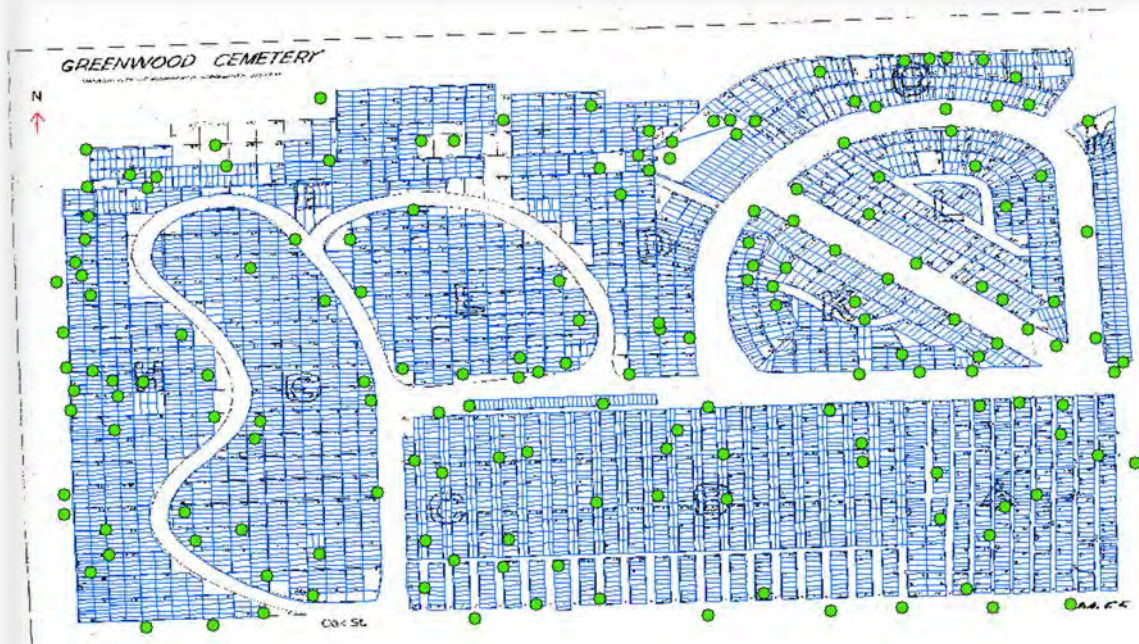
SUBJECT: Greenwood Cemetery Tree Inventory

In 2017, the Department of Public Services hired a certified arborist from Davey Resource Group to perform a tree inventory of Greenwood Cemetery. The Greenwood Cemetery inventory was added to and is part of a larger City wide system, called TreeKeeper. Birmingham's TreeKeeper program (implemented in 2012) contains all Birmingham city-owned trees in city right of way areas. The Department of Public Services has been working to add trees in parks and City owned properties to this system.

TreeKeeper inventory is reviewed regularly and updated as needed. The data is collected through a mobile unit, and is able to integrate with a GIS mapping system.



A snippet right out of our TreeKeeper system



Above- TreeKeeper inventory integrated as a layer for the Greenwood GIS mapping system. Brooks Cowan, Assistant Planner is able to integrate the GIS coordinates of all trees collected through TreeKeeper with the Greenwood Cemetery GIS map.

Removals vs. Plantings since 2017:

In 2017, 6 Oak trees were planted along the Oak street right of way, between the decorative fence and the street. In 2019, 3 Maples were planted near or around the Section A area.

Since 2017, there have been 4 Removals. 2 dead or dying, 1 because of storm damage, and 1 due to the proximity of a burial.

I look forward to our continued collaboration to enhance and care for Greenwood Cemetery.

DATE: April 1, 2021

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: Review of Available Space & Recommendation to Release Graves

INTRODUCTION:

- Grave sales in Greenwood Cemetery have been on going and conducted through the city's cemetery services provider Cheri Arcome of Creative Collaborations.
- On December 21, 2020 the City Commission released 10 graves in section C, row 19-A.
 - Since then graves 1, 2, 13, 14 & 16 in row 19A were found to be obstructed by trees and not able to be used at this time.
- On January 25, 2021 the City Commission released 14 graves in section C, row 18-A.
 - Since then it has been determined that graves 1 & 2 are obstructed due to a tree and not usable at this time.
- Cheri Arcome of Creative Collaborations currently has 15 pending sales across section C, row 18-A & 19-A.
- 5 graves are left in the available inventory not leaving many options for a person or family in search of a final resting space at the Historic Greenwood Cemetery.
- If all pending sales are completed and no other graves are found to be obstructed Greenwood Cemetery would have 168 known graves remaining in inventory. Over time if all of those spaces were to be sold at the current grave price of \$4,000 per space, \$672,000 of revenue could potentially generated for the perpetual care fund.
- The current balance of the perpetual care fund is \$927,732.04.
- Due to the depletion of available grave space it is time to consider another grave release.

BACKGROUND:

- In 2015 240 of the 530 potential grave plots were released.
- By December 31, 2018 199 of the 240 spaces had been sold.
- In July of 2019 no action was taken to release more graves and the City Commission charged the Greenwood Cemetery Advisory Board with the duty of evaluating the current market price for cemetery plots.
- August 16, 2019 GCAB determined that \$3,000 was an appropriate price for graves at Greenwood Cemetery.
- December 7, 2020 the City Commission reviewed GCAB's recommendation to release 50 graves. The City Commission requested more detailed reporting on available graves in sections B & C.
- December 21, 2020 Museum Director Leslie Pielack and City Clerk Alexandria Bingham provided a detailed map and explanation of availability and activity in Greenwood Cemetery. 11 graves that were sold or pending beyond the 2015 grave release were approved as well as 10 graves in Section C, Row 19-A.

- On January 25, 2021 the City Commission released 14 graves in section C, row 18-A. The Commission also requested that GCAB review grave prices again.
- The City Commission approved the grave price increase from \$3000 to \$4000 effective immediately per recommendation of the Greenwood Cemetery Advisory Board on March 22, 2021.
- In GCAB meetings over the past few months members expressed an interest in evaluating the trees in the cemetery and making sure a plan is in place to maintain the aesthetics and foliage across the Cemetery, specifically in sections B and C where current grave sales activity is happening. Attached is a memo from DPS Parks and Recreation Manager Carrie Laird in regards to the trees that are maintained in Greenwood Cemetery.

LEGAL REVIEW:

- None.

FISCAL IMPACT:

For each plot sold in Greenwood Cemetery, \$4,000 is deposited in the Greenwood Cemetery Perpetual Care Fund (Fund). The purpose of the Fund is to account for the investment earnings on the sale of City-owned plots, and donations, which will be used for the perpetual care and maintenance of the cemetery. Estimated basic annual maintenance costs (lawn, forestry, snow removal, etc.) for Greenwood Cemetery are \$60,000.

The current allocation of the portfolio is intended to generate income and growth. With the current balance of \$927,732.04 an additional 268 graves would need to be sold to reach the portfolio target size of \$2 million, keep in mind that only 168 graves in sections B and C are left. The city should continue to sell graves to approach their financial goals for the Greenwood Cemetery as the Perpetual Care Fund continues to grow through interest and contributions of grave sales.

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:

Due to the continued interest in ongoing grave sales, and depletion of available grave plots since the December 2020 and January 2021 releases, a release of additional grave plots is recommended. Adjustments have been made to data regarding recent sales and available grave plots remaining, which are located only in Sections B and C.

The new GIS **draft** map as provided by City Planner Brooks Cowan along with the Tree Keeper data overlay as provided by Parks and Recreation Manager Carrie Laird illustrates that the cemetery has an impressive amount of tree coverage. However, as we continue to work with the space available in section B we may have to continue to adjust our count of available grave space for sale as we discover trees obstructing the space. It is also possible that the GCAB will recommend reserving space for future tree planting in a long range plan with the advice of DPS and the city's arborist, however having space to accommodate Birmingham residents and persons interested in a final resting place in Greenwood cemetery is a priority.

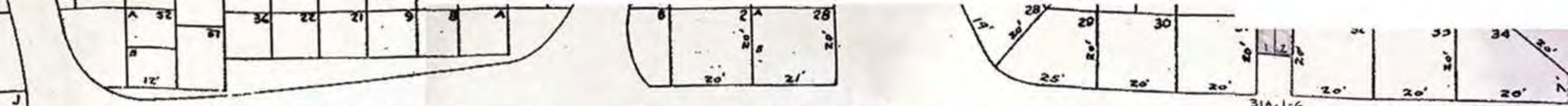
Based on the tree coverage in the western rows of section B, the need to release a sufficient number of graves to offer options to purchasers and the need of time between grave releases to allow the GCAB to address other Cemetery goals and business the City Clerk is recommending the release of the 7 western most rows of section B that amounts to 54 graves as long as none are obstructed by other monuments or trees. 108 potential grave sites would not be released yet but available for the consideration of future releases.

ATTACHMENTS:

- Color coded map that illustrates graves available and sold
- GIS map that illustrates tree coverage
- Memo from Parks and Recreation Manager Carrie Laird about Cemetery Trees
- January 2021 Grave Release
- March 2021 Grave Price Increase

SUGGESTED RESOLUTION:

- For the GCAB to recommend that the Commission release 54 graves in Greenwood Cemetery, section B, rows 17-C, 16-C, 15-C, 14-C, 13-C, 12-C and 11-C.



Plots Not Usable

SOLD IN ORIG AUTH 241.

SOLD OVER AUTH LIMIT (10)

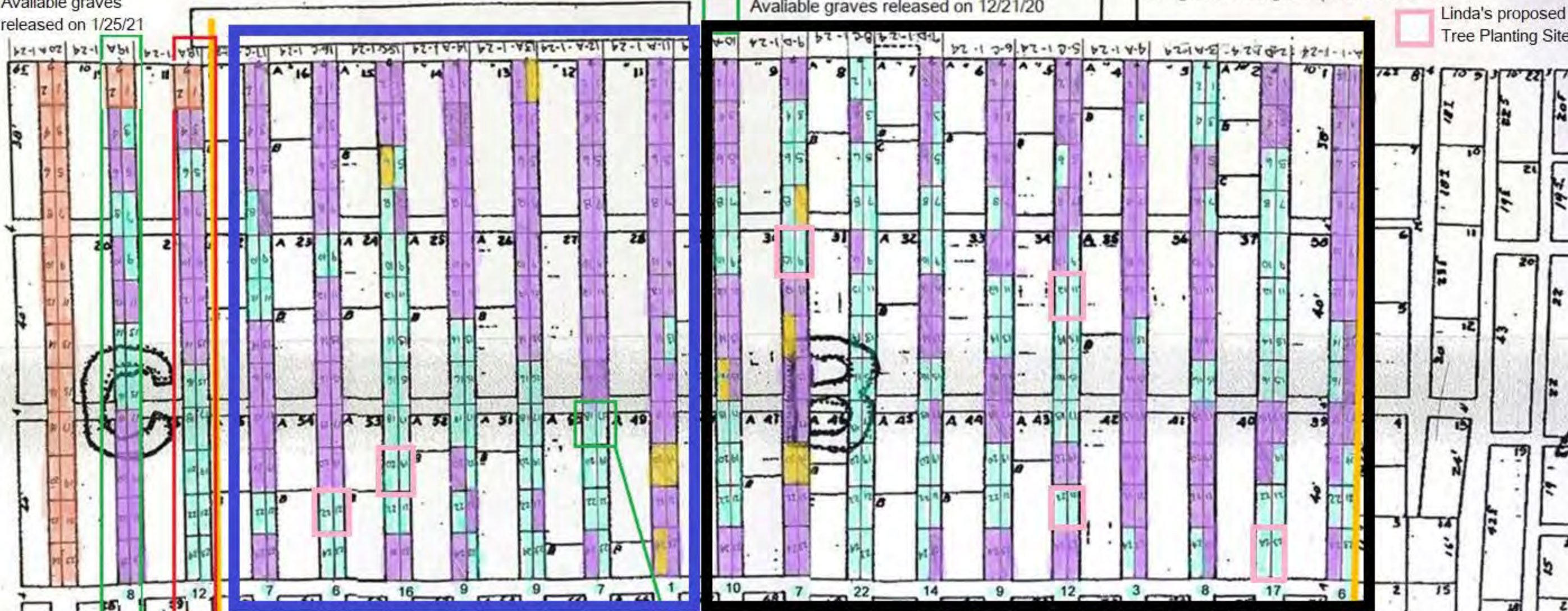
AVAILABLE(187)

Large Rectangles = Historic Lots

Available graves released on 1/25/21

Available graves released on 12/21/20

Linda's proposed Tree Planting Site



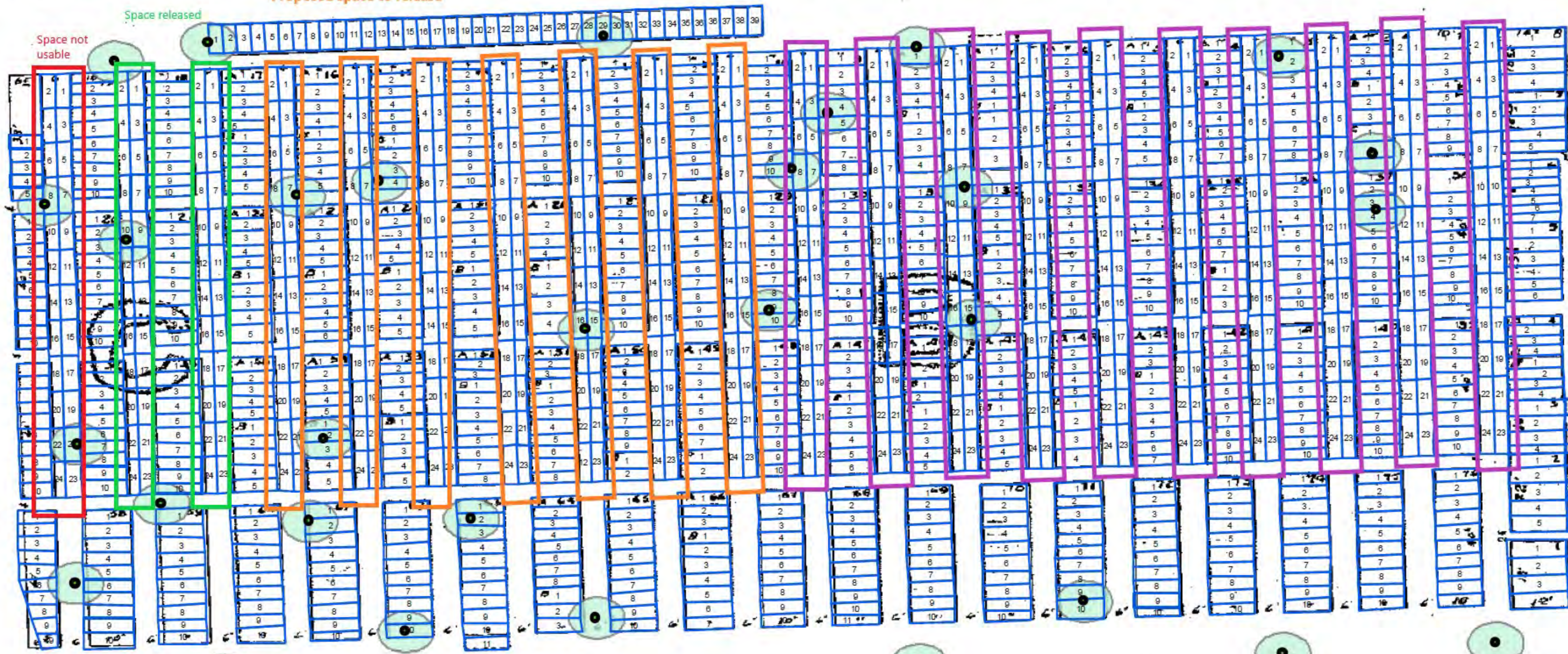
54 Spaces recommended for release

One of these plots will be sold per the resolution on 12/21/20

Proposed space to release

Space released

Space not usable



DATE: March 30, 2021

TO: Alexandria Bingham, City Clerk
Leslie Pielack, Museum Director

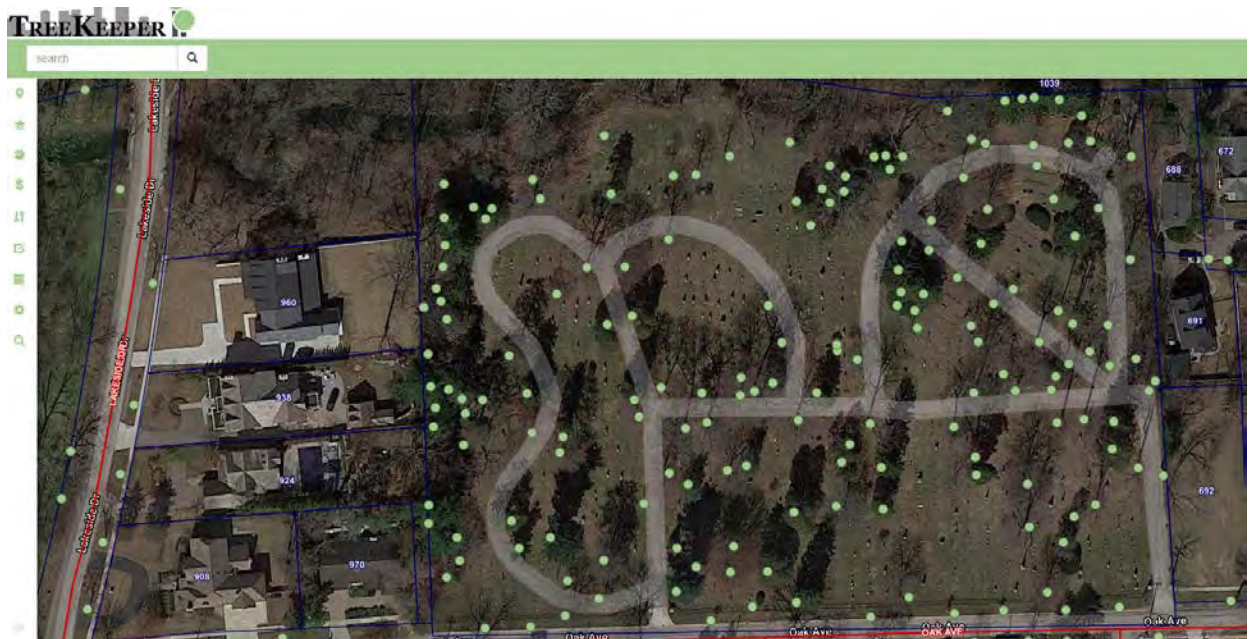
FROM: Carrie Laird, Parks and Recreation Manager

CC: Lauren Wood, Director of Public Services

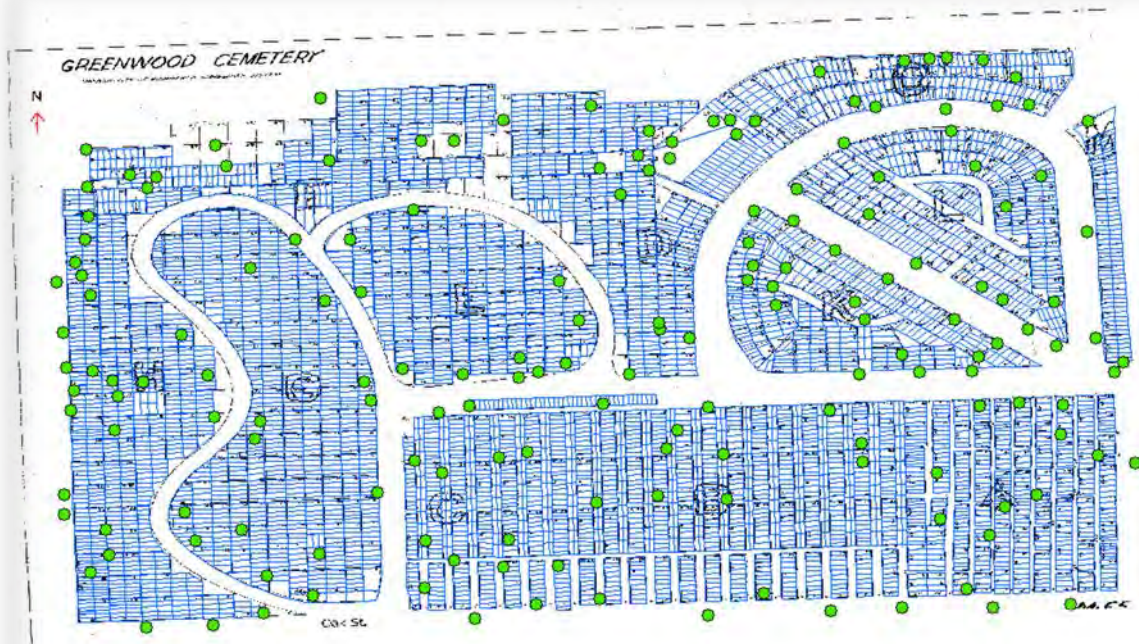
SUBJECT: Greenwood Cemetery Tree Inventory

In 2017, the Department of Public Services hired a certified arborist from Davey Resource Group to perform a tree inventory of Greenwood Cemetery. The Greenwood Cemetery inventory was added to and is part of a larger City wide system, called TreeKeeper. Birmingham's TreeKeeper program (implemented in 2012) contains all Birmingham city-owned trees in city right of way areas. The Department of Public Services has been working to add trees in parks and City owned properties to this system.

TreeKeeper inventory is reviewed regularly and updated as needed. The data is collected through a mobile unit, and is able to integrate with a GIS mapping system.



A snippet right out of our TreeKeeper system



Above- TreeKeeper inventory integrated as a layer for the Greenwood GIS mapping system. Brooks Cowan, Assistant Planner is able to integrate the GIS coordinates of all trees collected through TreeKeeper with the Greenwood Cemetery GIS map.

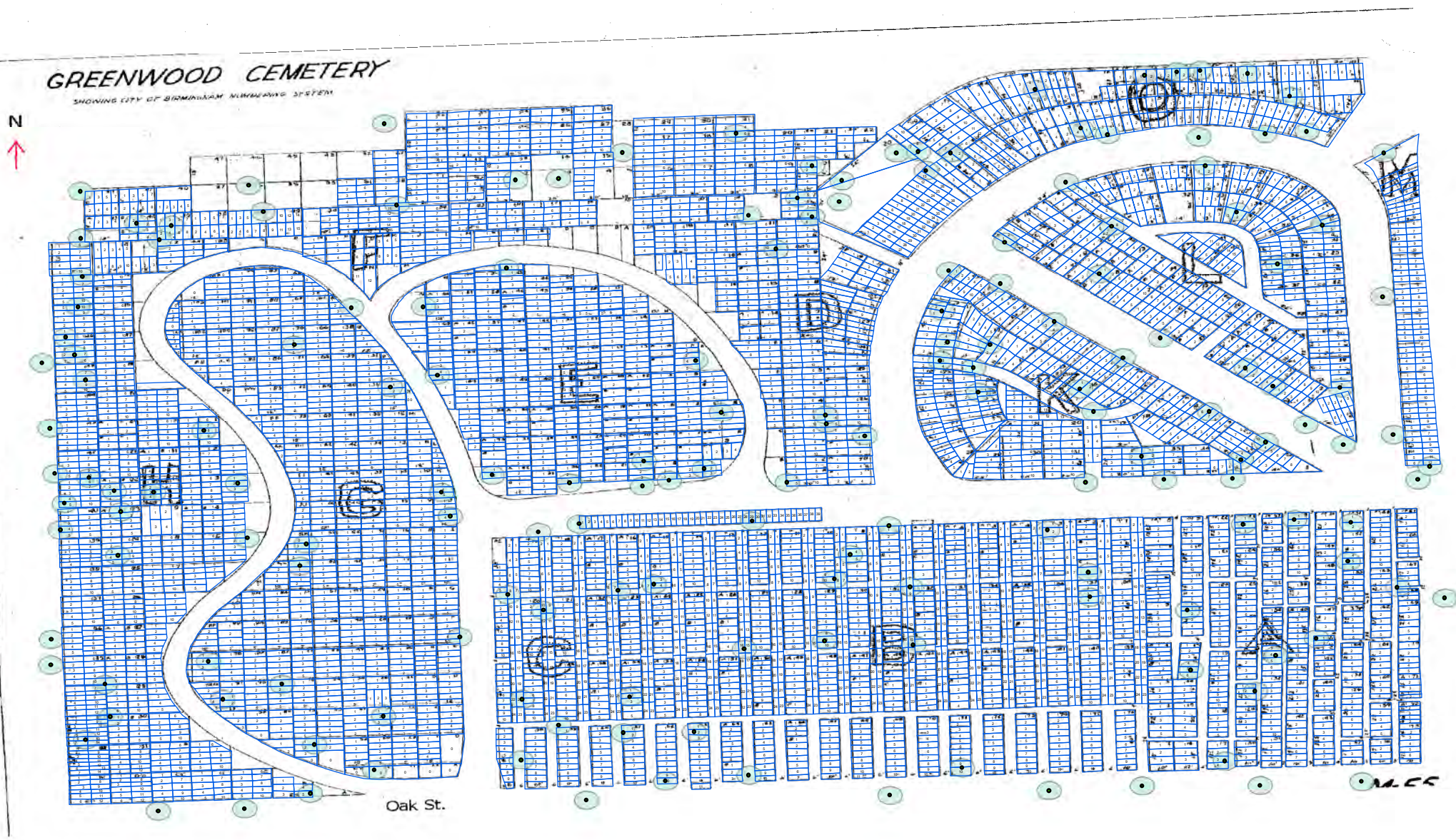
Removals vs. Plantings since 2017:

In 2017, 6 Oak trees were planted along the Oak street right of way, between the decorative fence and the street. In 2019, 3 Maples were planted near or around the Section A area.

Since 2017, there have been 4 Removals. 2 dead or dying, 1 because of storm damage, and 1 due to the proximity of a burial.

I look forward to our continued collaboration to enhance and care for Greenwood Cemetery.

DRAFT



This map is a work in progress. Trees may be displaced 1-2 meters from their actual site due to GPS pins set with coordinates in the Tree Keeper database laid over this GIS map.

DATE: January 20, 2021
TO: Tom Markus City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: Consideration to Release Graves

INTRODUCTION:

On December 21, 2020 the City Commission authorized release of the following:

- 10 grave plots that were sold over the previous authorization limits
- a plot that was a pending sale for a family in need in Section B, lot 21-A
- 10 plots in Section C, row 19-A to be available for future inquiries

Although there are presently 10 plots available, there is a possibility that this limited inventory could be depleted in the coming months. To ensure that there are enough plots available to meet potential demand, the Greenwood Cemetery Advisory Board considered and approved a recommendation that the City Commission release 10 more graves in Section C at their January 8, 2021 meeting, with a vote of 5 ayes and 2 nays. The two nay votes came from board members who were concerned about the price of graves and how Greenwood is progressing towards reaching its financial goals.

BACKGROUND:

- 2015: 240 of the 530 potential grave plots were released.
- December 31, 2018: 199 of the 240 spaces had been sold.
- July of 2019: no action was taken to release more graves and the City Commission charged the Greenwood Cemetery Advisory Board with the duty of evaluating the current market price for cemetery plots
- August 16, 2019: the GCAB determined that \$3,000 was an appropriate price for graves at Greenwood Cemetery.

- December 7, 2020: the City Commission reviewed GCAB's recommendation to release 50 graves. The City Commission released 1 grave that had been sold in excess of the original 240 released and requested more detailed reporting on available graves in sections B & C.
- December 21, 2020: Museum Director Leslie Pielack and City Clerk Alexandria Bingham provided a detailed map and updated information relating to grave plot availability and activity in Greenwood Cemetery. The City Commission was concerned that graves to be released should be as far away from Section A as possible.
 - 11 graves that were sold or pending beyond the 2015 approved grave release were approved.
 - 10 additional graves in Section C, Row 19-A (furthest proximity from Section A, oldest area of cemetery) were made available for new sale inquiries.
- January 19, 2021: Cemetery Management Coordinator Cheri Arcome of Creative Collaborations, LLC confirmed that none of the 10 released graves in Section C, Row 19-A have sold yet but she is speaking with five families this week which could result in sales.

In light of the high level of interest in grave purchases at present, the currently available 10 grave plots may be depleted soon, leaving no options for persons and families in search of a final resting place at Greenwood Cemetery.

LEGAL REVIEW:

None.

FISCAL IMPACT:

For each plot sold in Greenwood Cemetery, \$3,000 is deposited in the Greenwood Cemetery Perpetual Care Fund (Fund). The purpose of the Fund is to account for the investment earnings on the sale of City-owned plots, and donations, which will be used for the perpetual care and maintenance of the cemetery. Estimated basic annual maintenance costs (lawn, forestry, snow removal, etc.) for Greenwood Cemetery are \$60,000.

Under the current allocation of the portfolio, which is intended to generate income and growth, an additional 385 graves would need to be sold at this price to reach the portfolio target size of \$2 million in order to generate sufficient income to pay for basic annual maintenance. Currently there are 187 identified as available for sale.

The portfolio's ending fund balance on November 30, 2020, was \$929,235, December data will be available for the February GCAB meeting due to the statement cycles of Fidelity and Vanguard.

Continued grave sales are necessary to help the city approach its financial goals for Greenwood Cemetery, although other means of building the fund balance could be explored. The GCAB will be investigating the issue of pricing, feasibility of using Ground Penetrating Radar to identify additional grave sites, and the long-term management of the cemetery in its upcoming meetings to provide additional recommendations to the City Commission.

SUMMARY

Due to the depletion of available grave plots over the past five years and continued interest in ongoing grave sales, a release of additional grave plots is recommended. Adjustments have been made to data regarding recent sales and available grave plots remaining, which are located only in Sections B and C. Releasing additional graves in the west end of Section C will make more sites available, while limiting new sales to the area of furthest proximity to historic Section A.

ATTACHMENTS:

1. GCAB Draft Minutes, January 8, 2021.
2. Maps, Greenwood Cemetery and Graves Sold/Available

SUGGESTED RESOLUTION:

To recommend that the City Commission authorize the release of 14 plots available in Section C, Row 18-A for sale in Greenwood Cemetery. Furthermore the City Commission directs the Greenwood Cemetery Advisory Board to evaluate the grave site pricing and return with recommended changes prior to any further release.

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
Friday, January 8, 2021, 10 A.M.
VIRTUAL MEETING**

I. CALL TO ORDER

Linda Buchanan, Chair, called the meeting to order at 10:01 A.M.

II. ROLL CALL

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

Administration: City Clerk Alex Bingham; Museum Director Leslie Pielack

Guests: None

III. APPROVAL OF THE MINUTES

A. Approval of meeting minutes of November 6, 2020

MOTION: by Suter, seconded by Peterson:

To approve the minutes of November 6, 2020.

VOTE: Yeas, 7
Nays, 0
Recused, 0

IV. UNFINISHED BUSINESS

- A. Clarification on Ground Penetrating Radar
- Members expressed desire to elaborate on the GPR memo before presenting it to the City Commission
 - City Clerk will bring the report back to Greenwood Cemetery Advisory board for further review.

B. Recommendation to the City Commission for Grave Release

-
- Members expressed concern about reaching the cemeteries financial goals if more graves are released with the current price of \$3,000 per grave.
 - Members also noted the importance of making sure options were available to persons interested in purchasing a grave.
 - It was noted that there would need to be space reserved in the cemetery for future tree planting and landscaping needs.

MOTION: by Stern, seconded by DeWeese:

To recommend that the City Commission authorize the 14 plots available in Section C, Row 18-A for sale.

VOTE: Yeas, 5
Nays, 2 (Suter & Peterson)
Recused, 0

V. NEW BUSINESS

None.

VI. REPORTS

- A.** Members reviewed financial information provided by City Clerk.
The portfolio's ending fund balance on November 30, 2020, was \$929,235, December data will be available for the February GCAB meeting due to the statement cycles of Fidelity and Vanguard.
- B.** Members reviewed sales activity and burial activity provided by the Clerk and provided feedback on statistics that were important to track.

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

There were no public comments.

VIII. BOARD COMMENTS

Linda Peterson expressed the need to reevaluate the sale price of graves to meet financial goals.

Pam DeWeese expressed the need to examine the current rules and regulations and how that information is distributed to cemetery visitors.

Linda Buchanan expressed the need to plan and reserve space for future tree planting in the cemetery.

IX. ADJOURN

Ms. Buchanan noted that the next meeting will be February 5, 2021, at 10:00 AM virtually, and adjourned the meeting at 11:45 AM.

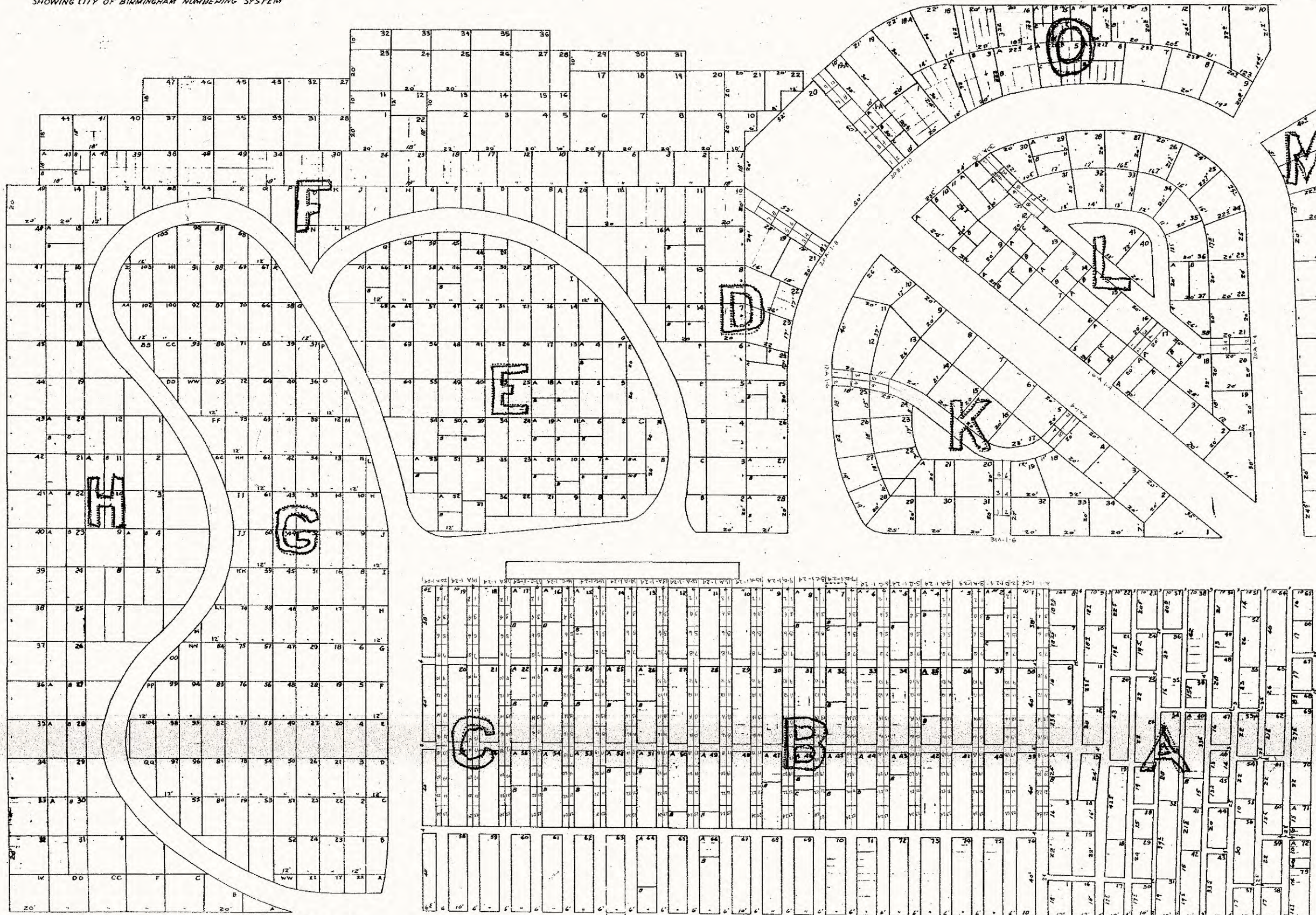
Next Meeting: February 5, 2020, 10:00 AM (virtual).

DRAFT

GREENWOOD CEMETERY OVERVIEW

GREENWOOD CEMETERY

SHOWING CITY OF BIRMINGHAM NUMBERING SYSTEM

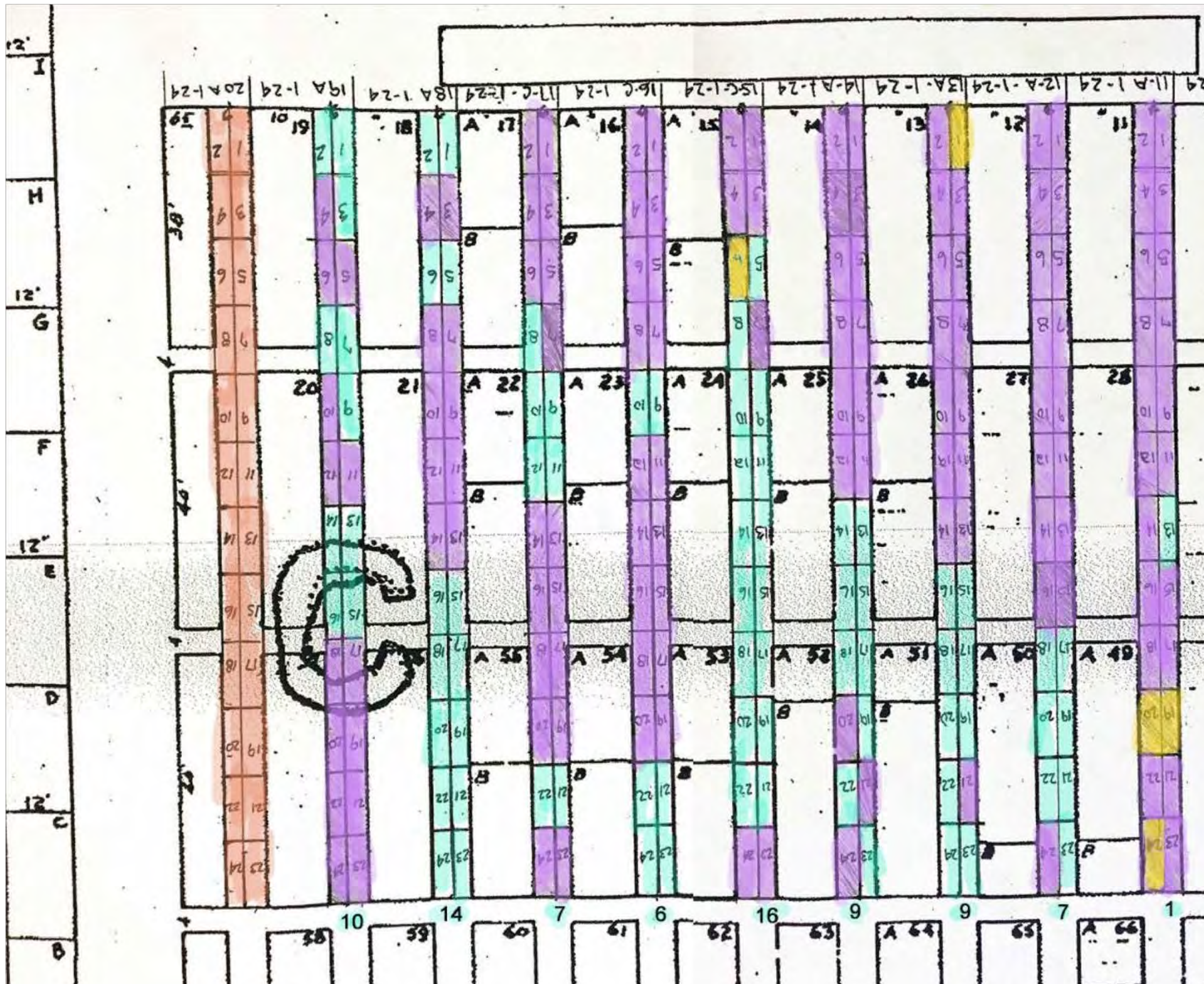


Oak St.

GREENWOOD CEMETERY GRAVES STATUS – Lots B and C

As of **December 15, 2020**, 187 grave plots are available in both B and C. No grave plots are available for sale to the public in any other section of the cemetery.





Detail, Section C and Section B West

Number of available graves shown at bottom of rows

Nays, None

- B. Resolution approving the warrant list, including Automated Clearing House payments, dated January 13, 2021, in the amount of \$6,902,069.88.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated January 20, 2021, in the amount of \$1,403,493.75.
- D. Resolution to set February 22, 2021 as the public hearing date for the Program Year 2021 Community Development Block Grant Program.

01-011-21 (Item A) City Commission Minutes of January 11, 2021

Commissioner Hoff noted a sentence was erroneously duplicated in the minutes. The sentence read "Commissioner Hoff complemented CP Dupuis' letter to residents." She said the sentence should remain on page five and should be struck from page ten.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To approve the City Commission meeting minutes of January 11, 2021.

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

Nays, None

VI. UNFINISHED BUSINESS

01-012-21 Greenwood Cemetery Grave Release

City Clerk Bingham reviewed the item.

Commissioner Hoff spoke in favor of determining whether originally plotted but unused graves in sections D-M might be available for reclamation. She expressed concerns that the continued addition of graves to sections B and C was having a congestive effect on the historic nature of the sections and landscaping and beautification efforts.

Commissioner Host concurred with Commissioner Hoff's that the City should determine what graves might still be available in sections D-M and then proceed accordingly.

MOTION: Motion by Commissioner Host, seconded by Mayor Pro Tem Longe:
To authorize the release of 14 plots available in Section C, Row 18-A for sale in Greenwood Cemetery. Furthermore the City Commission directs the Greenwood Cemetery Advisory Board to evaluate the grave site pricing and return with recommended changes prior to any further release.

Public Comment

In reply to Andrew Haig, City Clerk Bingham confirmed that Greenwood Cemetery can accommodate up to three cremated remains in one grave plot and smaller numbers of cremated remains in smaller or more irregularly-shaped grave plots.

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

Nays, None

01-013-21 Parking at The Pearl

City Planner Cowan summarized the item.

DATE: March 16, 2021

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Grave Pricing for Greenwood Cemetery

INTRODUCTION:

- At the January 25, 2021 City Commission Meeting a resolution was passed by a 7-0 vote for the suggested grave site release of the 14 graves in Section C, row 18-A. Within that resolution the City Commission also charged the GCAB with the duty of evaluating the current grave prices and providing the Commission with a recommendation before the next release of graves.
- The Greenwood Cemetery Advisory Board has been highly motivated to evaluate and bring this issue to the City Commission. Increasing grave prices would assist GCAB with their financial goals for the Perpetual Care Fund, which would allow for the Historic Greenwood Cemetery to make progress towards being able to cover the cost of standard maintenance and operations with less of an impact on the tax payers of the community.
- GCAB spent significant time thinking about and discussing the matter at the meetings held on February 5, 2021 and March 5, 2021.

BACKGROUND:

- In July 2019 the Greenwood Cemetery Advisory Board evaluated grave prices and recommended keeping the price per plot at the current rate of \$3,000. At that price point even if all remaining available graves are sold at the rate of \$3000 per space, the Greenwood Cemetery's Perpetual Care Fund would not reach its financial goal.
- The GCAB took into consideration three different rates for the available plots and considered the pros and cons of each rate. The rates were: \$3000/space, \$4000/space & \$5,000/space, based on the sale of 175 plots.
- At the February 5, 2021 meeting it was evident that the GCAB had many ideas about grave pricing that needed to be organized. City Clerk Bingham then created homework sheets for the board members to complete prior to the March meeting. This assignment allowed for the creation of a combined summary on GCABs thoughts and recommendations on grave pricing.
- At the March 5, 2021 meeting the GCAB examined the cumulative responses of their homework and were able to solidify their recommendation for the commission.
- After weighing the pros and cons GCAB decided to support increasing the grave prices to \$4,000.
- Further GCAB considered when the increase should be effective. The consensus was for the increase to be effective immediately. Board Member Schreiner offered the idea of making a later effective date for the grave price, but the rest of the board supported the increase effective immediately for the contributions to the Perpetual Care Fund.

- The idea of a later effective date for grave price increase, such as April 1, 2021, was also supported in a later discussion with the City Clerk by Cheri Arcome of Creative Collaborations, the Cemetery Management Contractor.

LEGAL REVIEW:

- None

FISCAL IMPACT:

- The Greenwood Cemetery Advisory Board is interested in the goal of achieving a perpetual care fund balance of \$2,000,000 so that the cemetery can be more self-sufficient when it comes to providing the funds for basic maintenance and care of the grounds. However the demand, and quality of product must also be taken into consideration as well as the price of plots at nearby/comparable cemeteries. Even with the most aggressive increase the Perpetual Care Fund may not reach its goal of \$2M.

*Based on the sale of 175 plots.

Unit Price	Contributions	Current Balance	Projected Balance	Goal	Difference
\$3,000.00	\$525,000.00	\$922,431.25	\$1,447,431.25	\$2,000,000.00	(\$552,568.75)
\$4,000.00	\$700,000.00	\$922,431.25	\$1,622,431.25	\$2,000,000.00	(\$377,568.75)
\$5,000.00	\$875,000.00	\$922,431.25	\$1,797,431.25	\$2,000,000.00	(\$202,568.75)

PUBLIC COMMUNICATIONS:

- GCAB virtual meeting notices & agendas have been posted regularly on the City’s website. There haven’t been any members of the public attending or making public comment at the GCAB meetings.
- Cheri Arcome of Creative Collaborations did communicate that a few more people have been reaching out to her lately with concerns and to inquire about available grave spaces before the increase takes effect. Arcome also stated that another grave release will be needed in the very near future. The limited availability of graves has been a deterrent to some recent sales inquiries.

SUMMARY

- The GCAB has the greatest support towards the increase of Greenwood Cemetery grave prices to \$4000, but would like the Commissions thoughts on maintaining the price of \$3000 or a more aggressive increase to \$5000. The GCAB also wishes to gain insight on how important the perpetual care fund balance goal of \$2M is to the Commission to help GCAB align their priorities.

ATTACHMENTS:

- GCAB DRAFT Minutes from March 5, 2021.
- March 5, 2021 GCAB Grave Price Agenda Packet Documents
- Excerpt from the 2021 Fee Schedule, City Clerk’s Office, Greenwood Cemetery

SUGGESTED RESOLUTION:

- To increase the price of the plots in Greenwood Cemetery that accommodate one full burial or up to 3 cremains from \$3000 to \$4000 effective immediately upon passage by the Commission, and for the new rate to be applicable to all currently released graves and future grave releases.

**Greenwood Cemetery Advisory Board
Meeting Minutes
Friday, March 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 (joined 10:05 a.m.)(location: Birmingham, MI)
Laura Schreiner (location: Birmingham, MI)
George Stern (location: Birmingham, MI)
Margaret Suter (location: Birmingham, MI)

Absent: Joseph Vercellone

Administration: City Clerk Alexandria Bingham; Museum Director Leslie Pielack

Guests: None

III. APPROVAL OF THE MINUTES

A. Review of the Minutes of February 5, 2021

MOTION: by DeWeese, seconded by Suter:

To approve the minutes of February 5, 2021.

VOTE: Yeas, 7
Nays, 0

IV. UNFINISHED BUSINESS

A. Grave Pricing Evaluation and Recommendation

City Clerk Bingham reviewed the item.

The GCAB concurred that City Clerk Bingham should submit the spreadsheet containing the GCAB's comments and considerations to the City Commission as part of the grave pricing evaluation and recommendation agenda item.

MOTION: by Shriner, seconded by Stern:

To recommend the Commission authorize changing the grave prices in Greenwood Cemetery to \$4,000 based on the supporting documentation which shall be included in the GCAB's report to the Commission, and to present all pricing options to the Commission.

VOTE: Yeas, 6
Nays, 0

Some Board conversation ensued about when they would recommend the resolution go into effect.

Chair Buchanan said increasing the price immediately upon approval by the Commission would allow the City to increase its contribution to the perpetual care fund.

Ms. Shriner said she would recommend making the price increase effective 30 days after approval by the Commission in case there are sales being negotiated at the current price.

The majority of the GCAB concurred with Chair Buchanan.

MOTION: by Suter, seconded by Peterson:

To include the condition that the price increase would be effective immediately upon passage by the Commission and applicable to all currently released graves and future grave releases.

VOTE: Yeas, 5
Nays, 1 (Shriner)

B. Review of Greenwood Cemetery Rules & Regulations

V. NEW BUSINESS

None.

VI. REPORTS

- A. Financial Reports
- B. Cemetery Sales & Activity
- C. Clerk's Office Update
- D. City Managers Report (January)

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

There were no public comments.

VIII. BOARD COMMENTS

IX. ADJOURN

Ms. Buchanan adjourned the meeting at 11:42 AM.

Next meeting: April 9, 2021



MEMORANDUM

City Clerk's Office

DATE: February 26, 2021

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: Grave Price Evaluation and Recommendation Memo

INTRODUCTION:

- At the January 25, 2021 City Commission Meeting a resolution was passed by a 7-0 vote for the suggested grave site release of the 14 graves in Section C, row 18-A. Within that resolution the City Commission also charged the GCAB with the duty of evaluating the current grave prices and providing the Commission with a recommendation before the next release of graves.
- GCAB is highly motivated to evaluate and bring this issue to the City Commission due to the financial goals for the Perpetual Care Fund which would allow for the Historic Greenwood Cemetery to make progress towards being able cover the cost of standard maintenance and operations with less of an impact on the tax payers of the community.

BACKGROUND:

- In July 2019 the Greenwood Cemetery Advisory Board evaluated grave prices and recommended to keep the price per plot at the current rate of \$3,000. If all remaining available graves are sold at the rate of \$3000 pre space the Greenwood Cemetery's Perpetual Care Fund would not reach its financial goal.

LEGAL REVIEW

- Not yet obtained.
- The Greenwood Cemetery Operational Procedures and Regulations will be adjusted in accordance with any decision made by the Commission.

FISCAL IMPACT

- The Greenwood Cemetery Advisory Board is interested in the goal of achieving a perpetual care fund balance of \$2,000,000 so that the cemetery can be more self-sufficient when it comes to providing the funds for basic maintenance and care of the grounds. However the demand, and quality of product must also be taken into consideration as well as the price of plots at nearby/comparable cemeteries.

*Based on the sale of 175 plots.

Unit Price	Contributions	Current Balance	Projected Balance	Goal	Difference
\$3,000.00	\$525,000.00	\$922,431.25	\$1,447,431.25	\$2,000,000.00	\$552,568.75
\$4,000.00	\$700,000.00	\$922,431.25	\$1,622,431.25	\$2,000,000.00	\$377,568.75
\$5,000.00	\$875,000.00	\$922,431.25	\$1,797,431.25	\$2,000,000.00	\$202,568.75

PROCESS

- The City Clerk's office will provide information to GCAB to consider.
- GCAB will weigh the pros and cons of the proposed increases, how a change may affect the market and make a decision in the best interest of the Cemetery, City & its constituents.
- GCAB will finalize their recommendation for the City Commission to review.

ATTACHMENTS:

- GCAB Members cumulative responses on homework assigned from the February meeting.
- Current Grave Purchase Comparison
- August 2019 Grave Price Report
- August 16, 2019 GCAB Minutes
- CRAINS October 2020 article on Cremation becoming the "norm"

SUGGESTED RESOLUTION:

To direct the City Clerk to finalize a report with the recommendations of the Greenwood Cemetery Advisory Board on grave pricing to the Commission for a final decision on current grave prices for the Historic Greenwood Cemetery.

DRAFT RESOLUTION TO THE COMMISSION:

To recommend that the City Commission:

- A. Resolution to retain the current grave prices at \$3,000 per grave
OR
- B. Resolution to increase the purchase price to \$4,000 per grave
OR
- C. Resolution to increase the purchase price to \$5,000 per grave

Cemetery Grave Pricing Evaluation – GCAB Homework - Complete Collaboration of GCAB Members

REMEMBER NOT TO SHARE YOUR THOUGHTS WITH ANYONE UNTIL THE NEXT PUBLIC GCAB MEETING

*Return your thoughts to **Alex only** at your earliest convenience

*Data calculated by the sale of 175 plots

Option	Price per unit	Contributions to Perpetual Care Fund	Projected Balance of Perp Care Fund (without calculating interest)	Difference from the 2M goal
A	\$3000	\$525,000	\$1,447,431	\$552,569
B	\$4000	\$700,000	\$1,622,431	\$377,569
C	\$5000	\$875,000	\$1,797,431	\$202,568
Option A		Option B		Option C
Potential Positive Impacts <ul style="list-style-type: none"> Competitive with area plots Lower cost will help drive quantity of sales Given Status Quo No change It is in keeping with local cemetery pricing, particularly with the restrictions (both the marker restrictions and the resale restrictions) are considered. Price can still be adjusted upward. Highly Affordable A would keep graves most accessible to more people 		Potential Positive Impacts <ul style="list-style-type: none"> Slightly higher than comparable plots in the area, but not unreasonable Higher cost reflects exclusivity of cemetery Helps better build our Perpetual Care Fund Higher % of funds toward self-sustainability = higher % of interest = greater % of expenses the cemetery can pay Not big difference produce high funds This gets the contributions into the Perpetual Care Fund closer to the mark, but still somewhat in alignment with local pricing. Price can still be adjusted upward. Very affordable Fewer years needed to reach self-sustainability for the cemetery Less need to push sales to reach goals Allows for potential plot availability for future residents B strikes a balance between raising additional funds and making the graves accessible. It keeps us more in line with other cemeteries. The amount may be increased in the future. 		Potential Positive Impacts <ul style="list-style-type: none"> Greatest impact of raising perpetual care funds Higher % of funds toward self-sustainability=higher% In interest earned yields greater % of expenses the cemetery can pay Closer to funds Gets more from each sale into the Perpetual Care Fund. We wouldn't have to reconsider the price for a longer time. Slightly expensive compared to other cemeteries in the area, but far less than the prices that were paid during the years of private sales of plots Reach our sustainability goal very quickly Less need to push sales to reach goals Fewer sales can cut overhead expenses for sales person Allows for potential plot availability for future residents C brings us closest to our two million dollar goal. It would be the fee for the foreseeable future since it is already somewhat out of line with other cemeteries.
Potential Negative Impacts <ul style="list-style-type: none"> Limits our ability to increase Perpetual Care Funds May sell more plots for ultimately least net profit Diminishes the exclusivity of cemetery; given the history, charm and importance to the city, shouldn't it be harder to acquire a plot? Less money in endowment fund =less interest=less % cemetery can contribute to expenses Less money in endowment fund = less interest=less % the cemetery can contribute to expenses No gain in funds Depending on market conditions and demands, we may have to review both the price and release of grave sites more frequently. We may need to look to other options to fund the Perpetual Care Fund or never have the Greenwood Cemetery become fully self sufficient (even with the 2mil funding, we don't have a guarantee that the fund will always be self sufficient/there not be partial reliance on General funds to support the Cemetery Many years to reach goal incurring long term salary expenses for sales person or Must sell all remaining plots quickly to reach the goal for self-sustainability in a timely fashion leaving nothing left for future Birminghamites Quick sales mentality could incur expenses such as fees for advertising outside of the local area A would not increase the accumulation of funds necessary to reach the \$2 million goal. 		Potential Negative Impacts <ul style="list-style-type: none"> Still short of allowing us to generate maximum Perpetual Care Funds Increased price may deter some from buying plots in Greenwood Rise in price of \$1000 but if potential customers can pay \$3000 a \$1000 increase is not unreasonable \$1000 difference Depending on market conditions and demands, we may have to review both the price and release of grave sites more frequently. Several years to reach goals B, obviously, will not raise as much money as C but more than A. 		Potential Negative Impacts <ul style="list-style-type: none"> Price would be highest in the area Far fewer sales will likely occur at the price point Rise in price of \$2000 Too high Sales may slow down For the services offered, this may be a bad PR move for Birmingham. If sales really slow down, it is harder/bad PR to lower the price in the near future. Fewer sales C is at the high end of the local market. The price makes the graves less accessible and could reduce demand when we are dependent on sales to reach our fund goal.

Which option are you in favor of and why?

Greatest support to \$3000

A-\$3000 as it is more in keeping with the current local market for the product offered. This could be used as a favorable PR move if we choose to try to have an article written about the cemetery and include the pricing; a significant price increase would more likely than not be seen as bad PR and would probably get press even if we didn't want it. Again, this does not restrict a price change in the future. Also, we can look at other ways to add to the Perpetual Care Fund. Remember, the 2million is a goal – there is no surety that even if that mark is reached the income from the Fund will result in the cemetery always being self-sufficient.

With regard to price, I am comfortable at the current level, but I could move up to \$4,000 if that was the general consensus.

Greatest Support to \$4000

Given the location of the cemetery, the historical importance to the city, the charm of the surroundings, and competitive analysis of similar cemeteries in the area, Greenwood should increase plot costs to \$4,000. The amount underscores the exclusivity of the cemetery without drastically deterring sales and will allow us to get closer to the Perpetual Care Funds desired.

\$4000-B Raise in price of \$1000 but not an unreasonable price hike. Commission has already raised full burial fees from \$1200-\$1400. Rising prices (inflation) is a day to day reality. Also many families at Greenwood have spent \$4000-\$5000 on monuments alone, not including the previously purchased grave site.

\$4000-B Fair

Having said all of that, Option "B" sale price \$4,000 will probably continue to encourage sales and get us to the \$2M goal. That is the price I'm in favor of and anticipate that the finance department will invest appropriately so we can quickly meet the goal they've set.

Greatest Support for \$5000

I propose that the \$5,000 sale price is what Birmingham needs to charge given the recent "accurate" number of plots available and the perpetual fund goal that was given the cemetery Board by the Finance Dept. Also, \$5,000 was the minimum sale price offered by the private sale sellers.

Local Cemetery Comparisons:

Cemetery Name	Price Per Grave	Clusters of 2-4 graves next to each other	Cremation or Casket	Monument
Oakview- Royal Oak	\$2,995 - \$3,495	Yes they have clusters of 2-4	Maximum of 1 casket and 2 cremations	Need 2 graves for a monument. Flat monument is no extra charge but upright monument is an additional \$500 per grave due to easement
St Hugo of the Hills Columbarium <i>Bloomfield Hills</i>	\$4,000 - 1 urn \$5,000 - 2 urn "companion" niche	n/a - no gravesites, ground burials or caskets. Multiple adjacent niches available	Cremations only	None. Cremains are housed in a series of niches built into stone walls along connected pathways. Each niche is 11"x11"x17" deep and can hold 1 or 2 urns. Name and years of birth and death in bronze letters on niche front.
Holy Sepulchre	\$1,995 - \$5,000 depending on the section	Yes they have clusters of 2, 4 & 6	Maximum of 1 casket and 5 cremations in one grave	Monuments can be upright or flat. Have to have a minimum of 2 graves for monument
Roseland Park Cemetery <i>Berkley</i>	\$2,295 - \$3,795	Yes - anything from 2-6	Maximum 1 casket + 1 cremation per gravesite	Flat or upright monuments depending on the section. Upright monument requires at least two gravesites.

Information collected 1/29/2021



MEMORANDUM

City Clerk's Office

DATE: August 9, 2019
TO: Greenwood Cemetery Advisory Board
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: Recommendation to City Commission on Cemetery Plot Pricing

On July 8, 2019, the City Commission considered the GCAB's recommendation to release 60 additional cemetery plots for sale. The Commission took no action on the recommendation. Following discussion the Commission asked that the GCAB study the market price of cemetery plots and make a recommendation on what the price of Greenwood Cemetery plots should be.

Additionally, the Commission asked that the GCAB evaluate and make a recommendation on whether or not additional plots in Sections B & C should be sold.

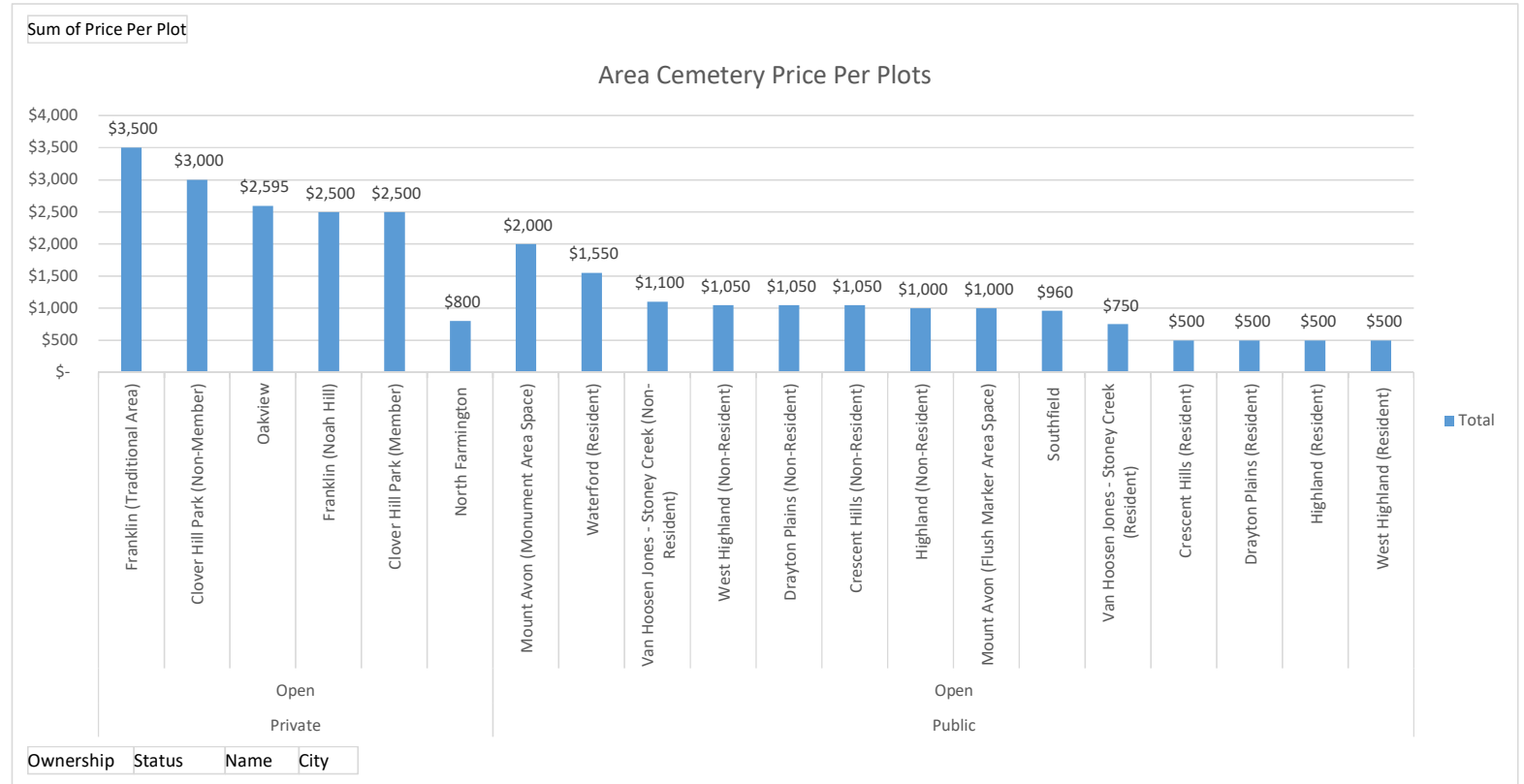
On the issue of market price, the Assistant to the City Manager, James Gallagher conducted a survey of cemeteries in Oakland County and presented his findings in the attached data worksheet and graph. This data should assist you in evaluating the current market price for cemetery plots.

Also attached is an excerpt from the minutes of the July 8, 2019 City Commission meeting detailing the Commission's discussion.

Name	Address	City	Ownership	Telephone #	Contact Person	Dimensions (acreage)	Historic Designation(s)	How Many Plots Total	How Many Spots Left	Sold	Price Variable	Price Per Plot	How Many Crematory Remains 1 Plot	Mngt Services	Sales Staff	Status
White Chapel Memorial Park	621 W. Long Lake Rd	Troy	Private	248-362-7693	Steve (Supt.) - left v/m	200 acres						N/A				Didn't Respond
Oakview	1032 N. Main	Royal Oak	Private	248-541-0139	Ashley (Sales Mngr.)	94 acres	No	59,000 people currently burried	10 acres	Not Public Info	Range	\$ 2,595	4 human remains in 1 plot (Requires 2,3,4 rights of internments to be purchased) allow benches above ground to add 4 people in bench	Internally	Internally	Open
Acacia Park	31300 Southfield Rd	Beverly Hills	Private	248-646-4228	Sales Mngr. out had a heart attack, spoke with Betty							N/A				Didn't Respond
Roseland Park	29001 N. Woodward	Berkley	Private	248-541-1154	(Ikera?) Contact out of office until Aug. 1	135	Yes					N/A				Didn't Respond
Franklin (Noah Hill)		Franklin	Private	248-200-9493	Steve Bancroft (Cemetary Dir.) cell: 313-570-1811	7	Yes	6,000	about 800	N/A	Noah Hill	\$ 2,500	3 remains per plot	Yes - Huron Cemetary Maintenance (sexton) all burials done by them	Steve (not looking for more work)	Open
Franklin (Traditional Area)		Franklin	Private	248-200-9494	Steve Bancroft (Cemetary Dir.) cell: 313-570-1812					N/A	Traditional Section	\$ 3,500				Open
Clover Hill Park (Member)	2425 E. Fourteen Mile	Birmingham	Private	248-723-8884	Vickie Straitz	60-65	No	26,000	6,500	5,000	Member	\$ 2,500	1 invid. Remains only in designated creamtion area	internment charge \$4,000 (lowering, tent, flowers in perpetuity, etc)	executive sales director handles all sales	Open
Clover Hill Park (Non-Member)	2426 E. Fourteen Mile	Birmingham	Private								Non-Member	\$ 3,000				Open
Royal Oak Cemetary		Royal Oak	Public	248-246-3300	Deann Morris (DPS/Recreation Clerk)	N/A	No	N/A	N/A			N/A	No Policy	In House	In House	Didn't Respond
Ottawa Park	6180 Dixie Hwy	Pontiac	Public	248-623-7705	Melissa	60-80	No					N/A				Didn't Respond
Oak Hill	216 University Dr	Pontiac	Public	248-623-7705	Melissa	~ 200	Yes					N/A				Didn't Respond
Southfield	Civic Center Dr. between Lasher/ Berg	Southfield	Public	248-796-4630	John Thompson/ Kevin Frantz	10	Yes	1,000	300	N/A		\$ 960	No Policy	In House	In House	Open
Highland (Resident)		Highland Twp	Public	248-887-6700	Mike Willenburg	13.35	No	6600	337	1,937	Resident	\$ 500	up to 4 for cremationed remains per plot or 1 burrial and 3 remains on top	Mike Willenburg	Mike Willenburg	Open
Highland (Non-Resident)		Highland Twp	Public								Non-Resident	\$ 1,000				Open

West Highland (Resident)		Highland Twp	Public	248-887-6700	Mike Willenburg (Sexton) Tammy (Clerk)	3.75	Yes	2750 (1234)	297	1,219	Resident	\$ 500	up to 4 for cremated remains per plot or 1 burrial and 3 remains on top	Mike Willenburg	Mike Willenburg	Open
West Highland (Non-Resident)		Highland Twp	Public								Non-Resident	\$ 1,050				Open
Crescent Hills (Resident)		Waterford Twp	Public	248-618-7437	Mary	10.67	No	2,964	1,364	1,600	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Crescent Hills (Non-Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Waterford (Resident)		Waterford Twp	Public	248-618-7437	Mary	2.37	In Process	945	26	919	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Waterford (Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Drayton Plains (Resident)		Waterford Twp	Public	248-618-7437	Mary	4.98	In Process	1,921	673	1,248	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Drayton Plains (Non-Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Van Hoosen Jones - Stoney Creek (Resident)	Tienken & Sheldon	Rochester Hills	Public	248-652-4713	Calvin Leach (Sexton) Laura Douglas (Records Clerk)	16.8	No	12,237	7,618	4,619	Resident	\$ 750	Traditional burial section: 4 cremains per space Traditional burial section w/ traditional burial: 2 cremains on top	Calvin Leach (internal staff)	Calvin Leach	Open
Van Hoosen Jones - Stoney Creek (Non-Resident)	Tienken & Sheldon	Rochester Hills	Public								Non-Resident	\$ 1,100				Open
Oakwood (Resident)		Farmington	Public	248-474-5500	Jen/ Chuck Shute (Dps)	6.7	No	850	No Plots Left only crypts	7 crypts	Resident	\$ 5,000	N/A	DPW	Clerks	Closed
Oakwood (Non-Resident)		Farmington	Public						No Plots Left only crypts		Non-Resident	\$ 9,000				Closed
Novi	25755 Novi Rd	Novi	Public	248-735-5611	Jeff Muck	2.4	No	948	No Plots Left	0		\$ -	N/A	N/A	N/A	Closed
Knapp	43005 Nine Mile Rd	Novi	Public	248-735-5611	Jeff Muck	0.5	No	87	No Plots Left	0		\$ -	N/A	N/A	N/A	Closed
North Farmington		Farmington	Private	248-887-6700	Mike Willenburg							\$ 800	1 grave plus 2 cremains or 3 cremains	Mike Willenburg	Mike Willenburg	Open
Mount Avon (Flush Marker Area Space)		Rochester	Public	248-651-90610	Jessica Wawrzynski		Yes				Flush Marker Area Space	\$ 1,000				Open
Mount Avon (Monument Area Space)		Rochester	Public								Monument Area Space	\$ 2,000				Open

Row Labels	Sum of Price Per Plot	
Private		
Open		
Franklin (Traditional Area)	\$	3,500
Clover Hill Park (Non-Member)	\$	3,000
Oakview	\$	2,595
Franklin (Noah Hill)	\$	2,500
Clover Hill Park (Member)	\$	2,500
North Farmington	\$	800
Public		
Open		
Mount Avon (Monument Area Space)	\$	2,000
Waterford (Resident)	\$	1,550
Van Hoosen Jones - Stoney Creek (Non-Resident)	\$	1,100
West Highland (Non-Resident)	\$	1,050
Drayton Plains (Non-Resident)	\$	1,050
Crescent Hills (Non-Resident)	\$	1,050
Highland (Non-Resident)	\$	1,000
Mount Avon (Flush Marker Area Space)	\$	1,000
Southfield	\$	960
Van Hoosen Jones - Stoney Creek (Resident)	\$	750
Crescent Hills (Resident)	\$	500
Drayton Plains (Resident)	\$	500
Highland (Resident)	\$	500
West Highland (Resident)	\$	500
Grand Total	\$	28,405



**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
FRIDAY, AUGUST 16, 2019 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

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

II. ROLL CALL

Present: Linda Buchanan, Vice Chairwoman
Darlene Gehringer, Chairwoman
Linda Peterson
Laura Schreiner
Margaret Suter

Absent: Kevin Desmond
George Stern

Administration: Administrative Transcriptionist, Verna Chapman and James Gallagher, Asst.
to the City Manager

III. APPROVAL OF MINUTES

A. Approval of meeting minutes of June 7, 2019

MOTION: Motion by Margaret Suter, seconded by Linda Buchanan:
To approve the minutes of June 7, 2019 as corrected:

- Page 3, Ms. Schreiner's comment was amended.
- Page 3, Amended to include Ms. Gehringer's comment.
- Page 5, Amended to replace the word mom with mother.
- Page 7, Corrected by removing end parenthesis.
- Page 7, Corrected by removing a duplicate "nay".
- Page 8, Amended to replace Advisor Schreiner with Mrs. Schreiner.

VOTE: Ayes, 5
Nays, 0
Absent, 2

IV. NEW BUSINESS

A. Election of Chairperson

Chairperson Gehringer opened the floor to nominations for Chairperson.

Nominated by Margaret Suter, seconded by Laura Schreiner

To elect Darlene Gehringer chairperson of Greenwood Cemetery Advisory Board for one one-year term.

VOTE: Ayes, 5
Nays, 0
Absent, 2

B. Election of Vice Chairperson

Chairperson Gehringer opened the floor to nominations for Vice Chairperson.

Nominated by Margeret Suter, and seconded by Linda Peterson

To elect Linda Buchanan as Vice Chairman of the Greenwood Cemetery Advisory Board for one one-year term.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

Ms. Peterson asked if there is a rule that governs attendance of board members; if so, how is it applied.

Ms. Gehringer referred the question to City Clerk Mynsberge (in absentia) who tracks the attendance of board members.

C. Approval of Request for Proposals (RFP) for Ground Penetrating Radar of Greenwood Cemetery.

Assistant to the City Manager Gallagher presented this item.

Chairperson Gehringer asked if the liability insurance of \$1,000,000.00, professional liability, and pollution liability of \$1,000,000.00, and owners/contractors protective liability of \$3,000,000.00 per occurrence was excessive.

Margaret Suter expressed that it is probably standard language to meet the City's requirements and advised the board to accept the limits outlined in the RFP. She went on to say that the board should only want to consider good solid companies that are not affected by the RFP requirements.

Laura Schreiner agreed with Ms. Suter and asked for a response from the City.

Assistant City Manager Gallagher stated that the language used was boilerplate language approved by the City's legal department to be used with any request for proposal. He further stated that pollution control and professional liability insurance limits could change depending on the type of service that would be provided. Mr. Gallagher agreed to verify the proposed limits.

Chairperson Gehringer referred to the City Clerk to review the limits and determine if adjustments should be made. She expressed that she does not want the bid to fail because insurance limits were a factor.

Linda Buchanan asked how long would the RFP stay out for bid.

Margaret Suter noted that there were no dates on any of the documents presented in the proposed request for approval.

Chairman Gehringer suggested that a 30-day period be used for bid submittals.

Laura Schreiner asked what the board did the last time it had an RFP out for bid. She also reminded everyone that time must be allowed for the selection to go through this board, the

planning board, and the city commission. She also suggested a “no later than” date be set to allow for the project award and commencement by the spring thaw of 2020.

Linda Buchanan and Chairperson Gehringer thought that previous request for proposals had been out for bid for 30 days. However, Ms. Buchanan felt that that the date for contract execution should be expressed as “TBD”, because of the variables involved.

The board agreed with the chairperson by consensus that:

- Contract execution would be 14 days after contractor selection.
- Project commencement would be scheduled for April 2020.
- Project completion would be set for May 2020.

MOTION: Motion by Ms. Suter, seconded by Ms. Peterson

To recommend approval of the Request for Proposal for the Ground Penetrating Radar of Greenwood Cemetery as revised.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

D. Evaluation and Recommendation to City Commission:

1. Market Pricing for Cemetery Plots

Assistant to the City Manager Gallagher presented this item.

- a. Laura Schreiner asked if there was feedback from Ms. Arcome as to whether or not potential purchasers chose not to buy at Greenwood when price was a factor.
- b. There was no data available to support any input from Ms. Arcome.
- c. Based on the data presented comparing regional cemetery pricing, the board concluded that the current pricing at Greenwood was fair and reasonable.

MOTION: Motion by Ms. Schreiner, seconded by Vice Chairperson Buchanan

To recommend, based on the data presented, that the City Commission keep pricing for cemetery plots at \$3,000.00 per plot.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

2. Future of Sales in Sections B and C

Linda Buchanan gave a brief overview of what occurred at the City Commission meeting of July 08, 2019. Margaret Suter, Laura Schreiner, and George Stern also attended.

- Prior to this meeting, the GCAB recommended selling 60 plots in Sections B and C, stopping at 300, conducting a reanalysis of sales at 270.
- There was hesitation from the Commission with respect to selling in Section B.
- Ms. Buchanan was in favor of revisiting the analysis and maybe only releasing plots in Section C. She also felt that the situation could be re-evaluated at any time and more plots could be released for sale at a later date.
- The GCAB recommended that the City Commission be prudent in making sure there are plots available for future purchases.

- Ms. Shreiner reminded the board that this decision had to go through the GCAB cycle and the City Commission.
- Ms. Suter expressed that if the cemetery fills up, Section B may be revisited. The focus should be on Section C and the other remaining sections.
- Commissioner Hoff commented there were 57 plots in other sections of the cemetery that should be sold before selling in Section B and C. No one could affirm that number.
- Section A was designated pure historical and there are no plots available for sale.
- There are many Birmingham pioneers in Section B, suggesting it is historical as well.
- Approximately, 206 plots have been sold in Section B.
- It was noted that overall sales have slowed down to a normal pace at this time.

MOTION: Motion by Vice Chairman Buchanan, seconded by Ms. Peterson
To recommend for the City Commission approval that sales in Section B be suspended and 30 plots in Section C be released for sale.

VOTE: Ayes, 5
Nays, 0
Absent, 2

V. UNFINISHED BUSINESS

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

A. Finalization of Master Plan/Historical Collaboration Priority List

Chairperson Gehringer presented a list of Master Plan/Collaborative Preservation Projects from the City Commission and the Greenwood Cemetery Advisory Board prioritized the list as follows:

1. Ground Penetrating Radar Services (in process)
2. Potter Field (in progress)
3. Digitizing and Mapping Cemetery Records (in process)
4. Match Cemetery Records with Headstones
5. Historic Headstone Inventory
6. Update Greenwood
7. Alternate Sources of Revenue
8. Review Contract with Elmwood
9. Long-term financial status
10. Maintenance and Landscaping

MOTION: Motion by Ms. Suter, seconded by Ms. Peterson:
To recommend the removal of Columbaria from the Finalization of Master Plan/Historical Collaboration Priority List.

VOTE: Ayes, 5
Nays, 0
Absent, 2

MOTION: Motion by Vice Chair Buchanan, seconded Ms. Peterson
To recommend the Finalized Master Plan/Historical Collaboration Priority List as revised.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

VI. FINANCIAL REPORT

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

VIII. BOARD COMMENTS

- Ms. Buchanan noted that at the July 8, 2019 City Commission meeting, the commission had information that the Greenwood Cemetery Advisory Board did not have.
- Ms. Suter would like to see the GCAB copied on all information that the City Commission receives regarding the Cemetery.

IX. ADJOURN

The meeting adjourned at 10:46 a.m.

NEXT MEETING: OCTOBER 4, 2019

Cheryl Arft, Acting City Clerk/vc

Greenwood Cemetery Advisory Board:

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

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

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

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October 18, 2020 12:06 AM

Cemeteries plot their future as cremation becomes the norm

KIRK PINHO . □

Mt. Elliott Cemeteries

Mt. Olivet Cemetery is Detroit's largest, built in 1888 on over 300 acres.

If you die in the next 20 years, the chances are good that you're going to be cremated.

Data from the National Funeral Home Association says that by 2040 in Michigan, 83.6 percent of the people who die will be cremated, compared to 47.3 percent in 2010. And according to the NFHA, the median cost for a cremation funeral with an urn is \$6,645, compared to \$9,135 for a funeral with a burial, including the cost of the casket and the burial vault.

That's causing cemeteries and funeral homes to search for new revenue streams.

"It does affect cash flow," said Bert Edquist of Mission Hills Memorial Gardens in Niles in southwest Michigan. "But also it gives you the opportunity to make more burials because you're using smaller spaces for the cremation burials. Your land is producing more income, but you're not getting that income as quickly as you did before. Basically it's going to make the cemeteries last longer."

Much of the equation comes down to simple real estate. According to Lawrence Sloane, who is director of Elmwood Cemetery in Detroit and runs Albany, N.Y.-based L. F. Sloane Consulting Group Inc., the average plot for an urn burial is 4 to 6 square feet, whereas a plot for a casket is 24 to 40 square feet. And in general, the smaller the plot, the lower the cost.

Kirk Pinho/Crain's Detroit Business

Elmwood Cemetery is the oldest continuously operating, nondenominational cemetery in Detroit.

In addition, an accepted industry standard is that only about 25 percent of cremated remains end up in cemeteries at all, with the rest kept on mantles or scattered at favorite and sentimental spots as just some examples, Sloane said.

Translation: Even less revenue for cemeteries.

"Cemeteries have to work to present themselves as relevant places to remember your loved ones," Sloane said of the impending cremation surge, which has been caused by a host of factors.

Among them: environmental concerns with things like embalming and other factors; more geographically diverse families; greater religious acceptance of the practice, as well as a general shift away from organized religion overall; and economics.

"Can that (cremation trend) change? Sure," said Leonard Turowski, a fourth-generation funeral home owner with operations in Livonia and Canton Township. "Forever and ever, it was always strictly burials and then all of a sudden cremation came in and maybe it can change going forward. It is especially challenging for cemetery owners."

Kirk Pinho/Crain's Detroit Business

Mt. Elliott Cemetery in Detroit was consecrated in 1841 — just four years after Michigan became the 26th state.

To make up the revenue lost from the more expensive casket burials and selling larger plots of land for them, cemeteries have had to get creative, said Michael Chilcote, general manager and COO of the nonprofit Mt. Elliott Cemeteries, which oversees the Mt. Elliott and Mt. Olivet cemeteries in Detroit as well as Resurrection Cemetery in Clinton Township, All Saints Cemetery and The Preserve at All Saints in Waterford Township and Guardian Angel Cemetery in Rochester.

That includes things like cremation gardens, cremation niches, small buildings for up to 20 sets of cremated remains, cremation benches and other such memorials. All those help make up for lost burial plot revenue.

"There are a lot of different ways you can accommodate a cremation space," Chilcote said. "Really the cremation trend has opened up a lot of innovation — the only thing is getting information to the public about what their options are."

Mt. Elliott Cemeteries

Mt. Olivet cremation garden

Not only is that revenue helpful in the short term, but it also provides a lasting benefit.

David Harns, interim communications director for the Michigan Department of Licensing and Regulatory Affairs, said there are just over 200 cemeteries — 105 greater than 10 acres and 96 under 10 acres — that are required to have so-called perpetual care funds, which are trusts that ensure the upkeep of the cemetery property after the last burial plots are sold.

Under Public Act 251 of 1968, 15 percent of burial, entombment and columbarium rights sold are deposited into the cemetery's perpetual care fund; only interest and dividends from those funds can

be used and they are set up for the long-term care of the property.

But Sloane says the funds overall are not well-funded enough.

"That was not adequate and there are very few cemeteries in Michigan that are properly funded," he said. "Seven hundred have already been given back to municipalities. Very few were actually built by cities; they just went bankrupt and the cities took them over."

Larry Michael, vice president of Midwest operations for Houston-based Park Lawn Corp., which owns and manages 28 cemeteries in Michigan, said the cremation increase has been felt in those funds.

"States have these because at some point, when there is no more revenue coming in because there is nothing left to sell, there is this fund," Michael said. "With cremation rates growing, that has impacted it. But every interment right has a percentage, a cremation has a percentage that goes into a perpetual care fund. So some cemeteries, the funds may have actually increased, depending on the product they've been selling."

According to the [Michigan Department of Community Health](#), pre-COVID-19, the state averaged 8,201 deaths per month between January 2019 and February 2020, although that figure during the pandemic has increased to an average of 8,924 per month, with a high of 13,049 deaths in April and 5,399 reported in September.

And Chilcote said it's unlikely that new, sprawling cemeteries — akin to the 300-acre Resurrection Cemetery in Clinton Township — will be developed regularly in the future given the cremation trend. Some of the newer ones are Glen Eden East, developed in 2004 along 26 Mile Road in Macomb Township; the federal Great Lakes National Cemetery in Holly, established in 2005; and Guardian Angel Cemetery in Rochester, developed in 2003 by Mt. Elliott Cemetery Association.

"Those days of 300-acre cemeteries are done," he said.

Inline Play

Source URL: <https://www.crainsdetroit.com/real-estate/cemeteries-plot-their-future-cremation-becomes-norm>

FEE SCHEDULE

CITY CLERK'S OFFICE	EXISTING FEE
<u>Day Care (See Child Care Facilities)</u>	
<u>Electronic Video Game (14-106)</u>	
Each game, annual fee (subject to additional fees and requirements for regulated use)	\$ 50.00
<u>FOIA fees - See public records policy (attached)</u>	
<u>Fumigation (58-141)</u>	
Fumigation Contractor, annual fee	\$ 50.00
Fumigation permit, per event	\$ 25.00
Insurance (58-144): Standard insurance requirements plus environmental impairment/pollution liability coverage	
<u>Garage Public (54-26) - Annual Fee</u>	\$ 50.00
<u>Going out of Business (State Law)</u>	
Up to 30 days	\$ 50.00
Limit two renewals, each	\$ 50.00
<u>Greenwood Cemetery (126-26)</u>	
Grave space accommodating one full burial or three cremations	\$ 3,000.00
Additional Rights of Burial for cremated remains, each	\$ 750.00
Grave space accommodating two cremated remains	2,000.00
Grave space accommodating one cremated remains	1,000.00
Administrative fee for transfer of grave ownership	\$ 150.00
Interment and disinterment fees:	
Cremation	\$ 750.00
Full Burial	\$ 1,400.00
Foundation charges for markers & monuments:	
Foundation Installment - per linear foot	\$ 125.00
Marker or monument resets:	
Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation	
Weekend, holiday, and overtime interments. This fee in addition to the normal interment fee charged during regular working hours.	\$ 400.00
<u>Horse Drawn Carriages (122-71)</u>	
Company, annual fee	\$ 50.00
Carriage, each vehicle annual fee	\$ 50.00
Insurance: Standard insurance requirement, with coverage to include premises liability; personal injury liability; products liability; and horse or horses liability. (122-75)	
<u>Hotels/Motels annual fee</u>	\$ 75.00
1-50 Rooms	\$ 300.00
50+ Rooms	\$ 500.00
<u>Initial Merchants: (All types including transfers)</u>	\$ 100.00
<u>Kennels (See Animals)</u>	

Nays, None

- B. Resolution approving the warrant list, including Automated Clearing House payments, dated January 13, 2021, in the amount of \$6,902,069.88.
- C. Resolution approving the warrant list, including Automated Clearing House payments, dated January 20, 2021, in the amount of \$1,403,493.75.
- D. Resolution to set February 22, 2021 as the public hearing date for the Program Year 2021 Community Development Block Grant Program.

01-011-21 (Item A) City Commission Minutes of January 11, 2021

Commissioner Hoff noted a sentence was erroneously duplicated in the minutes. The sentence read "Commissioner Hoff complemented CP Dupuis' letter to residents." She said the sentence should remain on page five and should be struck from page ten.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To approve the City Commission meeting minutes of January 11, 2021.

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

Nays, None

VI. UNFINISHED BUSINESS

01-012-21 Greenwood Cemetery Grave Release

City Clerk Bingham reviewed the item.

Commissioner Hoff spoke in favor of determining whether originally plotted but unused graves in sections D-M might be available for reclamation. She expressed concerns that the continued addition of graves to sections B and C was having a congestive effect on the historic nature of the sections and landscaping and beautification efforts.

Commissioner Host concurred with Commissioner Hoff's that the City should determine what graves might still be available in sections D-M and then proceed accordingly.

MOTION: Motion by Commissioner Host, seconded by Mayor Pro Tem Longe:
To authorize the release of 14 plots available in Section C, Row 18-A for sale in Greenwood Cemetery. Furthermore the City Commission directs the Greenwood Cemetery Advisory Board to evaluate the grave site pricing and return with recommended changes prior to any further release.

Public Comment

In reply to Andrew Haig, City Clerk Bingham confirmed that Greenwood Cemetery can accommodate up to three cremated remains in one grave plot and smaller numbers of cremated remains in smaller or more irregularly-shaped grave plots.

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

Nays, None

01-013-21 Parking at The Pearl

City Planner Cowan summarized the item.

DATE: March 16, 2021

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Grave Pricing for Greenwood Cemetery

INTRODUCTION:

- At the January 25, 2021 City Commission Meeting a resolution was passed by a 7-0 vote for the suggested grave site release of the 14 graves in Section C, row 18-A. Within that resolution the City Commission also charged the GCAB with the duty of evaluating the current grave prices and providing the Commission with a recommendation before the next release of graves.
- The Greenwood Cemetery Advisory Board has been highly motivated to evaluate and bring this issue to the City Commission. Increasing grave prices would assist GCAB with their financial goals for the Perpetual Care Fund, which would allow for the Historic Greenwood Cemetery to make progress towards being able to cover the cost of standard maintenance and operations with less of an impact on the tax payers of the community.
- GCAB spent significant time thinking about and discussing the matter at the meetings held on February 5, 2021 and March 5, 2021.

BACKGROUND:

- In July 2019 the Greenwood Cemetery Advisory Board evaluated grave prices and recommended keeping the price per plot at the current rate of \$3,000. At that price point even if all remaining available graves are sold at the rate of \$3000 per space, the Greenwood Cemetery's Perpetual Care Fund would not reach its financial goal.
- The GCAB took into consideration three different rates for the available plots and considered the pros and cons of each rate. The rates were: \$3000/space, \$4000/space & \$5,000/space, based on the sale of 175 plots.
- At the February 5, 2021 meeting it was evident that the GCAB had many ideas about grave pricing that needed to be organized. City Clerk Bingham then created homework sheets for the board members to complete prior to the March meeting. This assignment allowed for the creation of a combined summary on GCABs thoughts and recommendations on grave pricing.
- At the March 5, 2021 meeting the GCAB examined the cumulative responses of their homework and were able to solidify their recommendation for the commission.
- After weighing the pros and cons GCAB decided to support increasing the grave prices to \$4,000.
- Further GCAB considered when the increase should be effective. The consensus was for the increase to be effective immediately. Board Member Schreiner offered the idea of making a later effective date for the grave price, but the rest of the board supported the increase effective immediately for the contributions to the Perpetual Care Fund.

- The idea of a later effective date for grave price increase, such as April 1, 2021, was also supported in a later discussion with the City Clerk by Cheri Arcome of Creative Collaborations, the Cemetery Management Contractor.

LEGAL REVIEW:

- None

FISCAL IMPACT:

- The Greenwood Cemetery Advisory Board is interested in the goal of achieving a perpetual care fund balance of \$2,000,000 so that the cemetery can be more self-sufficient when it comes to providing the funds for basic maintenance and care of the grounds. However the demand, and quality of product must also be taken into consideration as well as the price of plots at nearby/comparable cemeteries. Even with the most aggressive increase the Perpetual Care Fund may not reach its goal of \$2M.

*Based on the sale of 175 plots.

Unit Price	Contributions	Current Balance	Projected Balance	Goal	Difference
\$3,000.00	\$525,000.00	\$922,431.25	\$1,447,431.25	\$2,000,000.00	(\$552,568.75)
\$4,000.00	\$700,000.00	\$922,431.25	\$1,622,431.25	\$2,000,000.00	(\$377,568.75)
\$5,000.00	\$875,000.00	\$922,431.25	\$1,797,431.25	\$2,000,000.00	(\$202,568.75)

PUBLIC COMMUNICATIONS:

- GCAB virtual meeting notices & agendas have been posted regularly on the City’s website. There haven’t been any members of the public attending or making public comment at the GCAB meetings.
- Cheri Arcome of Creative Collaborations did communicate that a few more people have been reaching out to her lately with concerns and to inquire about available grave spaces before the increase takes effect. Arcome also stated that another grave release will be needed in the very near future. The limited availability of graves has been a deterrent to some recent sales inquiries.

SUMMARY

- The GCAB has the greatest support towards the increase of Greenwood Cemetery grave prices to \$4000, but would like the Commissions thoughts on maintaining the price of \$3000 or a more aggressive increase to \$5000. The GCAB also wishes to gain insight on how important the perpetual care fund balance goal of \$2M is to the Commission to help GCAB align their priorities.

ATTACHMENTS:

- GCAB DRAFT Minutes from March 5, 2021.
- March 5, 2021 GCAB Grave Price Agenda Packet Documents
- Excerpt from the 2021 Fee Schedule, City Clerk’s Office, Greenwood Cemetery

SUGGESTED RESOLUTION:

- To increase the price of the plots in Greenwood Cemetery that accommodate one full burial or up to 3 cremains from \$3000 to \$4000 effective immediately upon passage by the Commission, and for the new rate to be applicable to all currently released graves and future grave releases.

**Greenwood Cemetery Advisory Board
Meeting Minutes
Friday, March 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 (joined 10:05 a.m.)(location: Birmingham, MI)
Laura Schreiner (location: Birmingham, MI)
George Stern (location: Birmingham, MI)
Margaret Suter (location: Birmingham, MI)

Absent: Joseph Vercellone

Administration: City Clerk Alexandria Bingham; Museum Director Leslie Pielack

Guests: None

III. APPROVAL OF THE MINUTES

A. Review of the Minutes of February 5, 2021

MOTION: by DeWeese, seconded by Suter:

To approve the minutes of February 5, 2021.

VOTE: Yeas, 7
Nays, 0

IV. UNFINISHED BUSINESS

A. Grave Pricing Evaluation and Recommendation

City Clerk Bingham reviewed the item.

The GCAB concurred that City Clerk Bingham should submit the spreadsheet containing the GCAB's comments and considerations to the City Commission as part of the grave pricing evaluation and recommendation agenda item.

MOTION: by Shriner, seconded by Stern:

To recommend the Commission authorize changing the grave prices in Greenwood Cemetery to \$4,000 based on the supporting documentation which shall be included in the GCAB's report to the Commission, and to present all pricing options to the Commission.

VOTE: Yeas, 6
Nays, 0

Some Board conversation ensued about when they would recommend the resolution go into effect.

Chair Buchanan said increasing the price immediately upon approval by the Commission would allow the City to increase its contribution to the perpetual care fund.

Ms. Shriner said she would recommend making the price increase effective 30 days after approval by the Commission in case there are sales being negotiated at the current price.

The majority of the GCAB concurred with Chair Buchanan.

MOTION: by Suter, seconded by Peterson:

To include the condition that the price increase would be effective immediately upon passage by the Commission and applicable to all currently released graves and future grave releases.

VOTE: Yeas, 5
Nays, 1 (Shriner)

B. Review of Greenwood Cemetery Rules & Regulations

V. NEW BUSINESS

None.

VI. REPORTS

- A. Financial Reports
- B. Cemetery Sales & Activity
- C. Clerk's Office Update
- D. City Managers Report (January)

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

There were no public comments.

VIII. BOARD COMMENTS

IX. ADJOURN

Ms. Buchanan adjourned the meeting at 11:42 AM.

Next meeting: April 9, 2021



MEMORANDUM

City Clerk's Office

DATE: February 26, 2021

TO: Greenwood Cemetery Advisory Board

FROM: Alexandria Bingham, City Clerk

SUBJECT: Grave Price Evaluation and Recommendation Memo

INTRODUCTION:

- At the January 25, 2021 City Commission Meeting a resolution was passed by a 7-0 vote for the suggested grave site release of the 14 graves in Section C, row 18-A. Within that resolution the City Commission also charged the GCAB with the duty of evaluating the current grave prices and providing the Commission with a recommendation before the next release of graves.
- GCAB is highly motivated to evaluate and bring this issue to the City Commission due to the financial goals for the Perpetual Care Fund which would allow for the Historic Greenwood Cemetery to make progress towards being able cover the cost of standard maintenance and operations with less of an impact on the tax payers of the community.

BACKGROUND:

- In July 2019 the Greenwood Cemetery Advisory Board evaluated grave prices and recommended to keep the price per plot at the current rate of \$3,000. If all remaining available graves are sold at the rate of \$3000 pre space the Greenwood Cemetery's Perpetual Care Fund would not reach its financial goal.

LEGAL REVIEW

- Not yet obtained.
- The Greenwood Cemetery Operational Procedures and Regulations will be adjusted in accordance with any decision made by the Commission.

FISCAL IMPACT

- The Greenwood Cemetery Advisory Board is interested in the goal of achieving a perpetual care fund balance of \$2,000,000 so that the cemetery can be more self-sufficient when it comes to providing the funds for basic maintenance and care of the grounds. However the demand, and quality of product must also be taken into consideration as well as the price of plots at nearby/comparable cemeteries.

*Based on the sale of 175 plots.

Unit Price	Contributions	Current Balance	Projected Balance	Goal	Difference
\$3,000.00	\$525,000.00	\$922,431.25	\$1,447,431.25	\$2,000,000.00	\$552,568.75
\$4,000.00	\$700,000.00	\$922,431.25	\$1,622,431.25	\$2,000,000.00	\$377,568.75
\$5,000.00	\$875,000.00	\$922,431.25	\$1,797,431.25	\$2,000,000.00	\$202,568.75

PROCESS

- The City Clerk's office will provide information to GCAB to consider.
- GCAB will weigh the pros and cons of the proposed increases, how a change may affect the market and make a decision in the best interest of the Cemetery, City & its constituents.
- GCAB will finalize their recommendation for the City Commission to review.

ATTACHMENTS:

- GCAB Members cumulative responses on homework assigned from the February meeting.
- Current Grave Purchase Comparison
- August 2019 Grave Price Report
- August 16, 2019 GCAB Minutes
- CRAINS October 2020 article on Cremation becoming the "norm"

SUGGESTED RESOLUTION:

To direct the City Clerk to finalize a report with the recommendations of the Greenwood Cemetery Advisory Board on grave pricing to the Commission for a final decision on current grave prices for the Historic Greenwood Cemetery.

DRAFT RESOLUTION TO THE COMMISSION:

To recommend that the City Commission:

- A. Resolution to retain the current grave prices at \$3,000 per grave
OR
- B. Resolution to increase the purchase price to \$4,000 per grave
OR
- C. Resolution to increase the purchase price to \$5,000 per grave

Cemetery Grave Pricing Evaluation – GCAB Homework - Complete Collaboration of GCAB Members

REMEMBER NOT TO SHARE YOUR THOUGHTS WITH ANYONE UNTIL THE NEXT PUBLIC GCAB MEETING

*Return your thoughts to **Alex only** at your earliest convenience

*Data calculated by the sale of 175 plots

Option	Price per unit	Contributions to Perpetual Care Fund	Projected Balance of Perp Care Fund (without calculating interest)	Difference from the 2M goal
A	\$3000	\$525,000	\$1,447,431	\$552,569
B	\$4000	\$700,000	\$1,622,431	\$377,569
C	\$5000	\$875,000	\$1,797,431	\$202,568
Option A		Option B		Option C
Potential Positive Impacts <ul style="list-style-type: none"> Competitive with area plots Lower cost will help drive quantity of sales Given Status Quo No change It is in keeping with local cemetery pricing, particularly with the restrictions (both the marker restrictions and the resale restrictions) are considered. Price can still be adjusted upward. Highly Affordable A would keep graves most accessible to more people 	Potential Positive Impacts <ul style="list-style-type: none"> Slightly higher than comparable plots in the area, but not unreasonable Higher cost reflects exclusivity of cemetery Helps better build our Perpetual Care Fund Higher % of funds toward self-sustainability = higher % of interest = greater % of expenses the cemetery can pay Not big difference produce high funds This gets the contributions into the Perpetual Care Fund closer to the mark, but still somewhat in alignment with local pricing. Price can still be adjusted upward. Very affordable Fewer years needed to reach self-sustainability for the cemetery Less need to push sales to reach goals Allows for potential plot availability for future residents B strikes a balance between raising additional funds and making the graves accessible. It keeps us more in line with other cemeteries. The amount may be increased in the future. 	Potential Positive Impacts <ul style="list-style-type: none"> Greatest impact of raising perpetual care funds Higher % of funds toward self-sustainability=higher% In interest earned yields greater % of expenses the cemetery can pay Closer to funds Gets more from each sale into the Perpetual Care Fund. We wouldn't have to reconsider the price for a longer time. Slightly expensive compared to other cemeteries in the area, but far less than the prices that were paid during the years of private sales of plots Reach our sustainability goal very quickly Less need to push sales to reach goals Fewer sales can cut overhead expenses for sales person Allows for potential plot availability for future residents C brings us closest to our two million dollar goal. It would be the fee for the foreseeable future since it is already somewhat out of line with other cemeteries. 		
Potential Negative Impacts <ul style="list-style-type: none"> Limits our ability to increase Perpetual Care Funds May sell more plots for ultimately least net profit Diminishes the exclusivity of cemetery; given the history, charm and importance to the city, shouldn't it be harder to acquire a plot? Less money in endowment fund =less interest=less % cemetery can contribute to expenses Less money in endowment fund = less interest=less % the cemetery can contribute to expenses No gain in funds Depending on market conditions and demands, we may have to review both the price and release of grave sites more frequently. We may need to look to other options to fund the Perpetual Care Fund or never have the Greenwood Cemetery become fully self sufficient (even with the 2mil funding, we don't have a guarantee that the fund will always be self sufficient/there not be partial reliance on General funds to support the Cemetery Many years to reach goal incurring long term salary expenses for sales person or Must sell all remaining plots quickly to reach the goal for self-sustainability in a timely fashion leaving nothing left for future Birminghamites Quick sales mentality could incur expenses such as fees for advertising outside of the local area A would not increase the accumulation of funds necessary to reach the \$2 million goal. 	Potential Negative Impacts <ul style="list-style-type: none"> Still short of allowing us to generate maximum Perpetual Care Funds Increased price may deter some from buying plots in Greenwood Rise in price of \$1000 but if potential customers can pay \$3000 a \$1000 increase is not unreasonable \$1000 difference Depending on market conditions and demands, we may have to review both the price and release of grave sites more frequently. Several years to reach goals <u>B</u>, obviously, will not raise as much money as C but more than A. 	Potential Negative Impacts <ul style="list-style-type: none"> Price would be highest in the area Far fewer sales will likely occur at the price point Rise in price of \$2000 Too high Sales may slow down For the services offered, this may be a bad PR move for Birmingham. If sales really slow down, it is harder/bad PR to lower the price in the near future. Fewer sales C is at the high end of the local market. The price makes the graves less accessible and could reduce demand when we are dependent on sales to reach our fund goal. 		

Which option are you in favor of and why?

Greatest support to \$3000

A-\$3000 as it is more in keeping with the current local market for the product offered. This could be used as a favorable PR move if we choose to try to have an article written about the cemetery and include the pricing; a significant price increase would more likely than not be seen as bad PR and would probably get press even if we didn't want it. Again, this does not restrict a price change in the future. Also, we can look at other ways to add to the Perpetual Care Fund. Remember, the 2million is a goal – there is no surety that even if that mark is reached the income from the Fund will result in the cemetery always being self-sufficient.

With regard to price, I am comfortable at the current level, but I could move up to \$4,000 if that was the general consensus.

Greatest Support to \$4000

Given the location of the cemetery, the historical importance to the city, the charm of the surroundings, and competitive analysis of similar cemeteries in the area, Greenwood should increase plot costs to \$4,000. The amount underscores the exclusivity of the cemetery without drastically deterring sales and will allow us to get closer to the Perpetual Care Funds desired.

\$4000-B Raise in price of \$1000 but not an unreasonable price hike. Commission has already raised full burial fees from \$1200-\$1400. Rising prices (inflation) is a day to day reality. Also many families at Greenwood have spent \$4000-\$5000 on monuments alone, not including the previously purchased grave site.

\$4000-B Fair

Having said all of that, Option "B" sale price \$4,000 will probably continue to encourage sales and get us to the \$2M goal. That is the price I'm in favor of and anticipate that the finance department will invest appropriately so we can quickly meet the goal they've set.

Greatest Support for \$5000

I propose that the \$5,000 sale price is what Birmingham needs to charge given the recent "accurate" number of plots available and the perpetual fund goal that was given the cemetery Board by the Finance Dept. Also, \$5,000 was the minimum sale price offered by the private sale sellers.

Local Cemetery Comparisons:

Cemetery Name	Price Per Grave	Clusters of 2-4 graves next to each other	Cremation or Casket	Monument
Oakview- Royal Oak	\$2,995 - \$3,495	Yes they have clusters of 2-4	Maximum of 1 casket and 2 cremations	Need 2 graves for a monument. Flat monument is no extra charge but upright monument is an additional \$500 per grave due to easement
St Hugo of the Hills Columbarium <i>Bloomfield Hills</i>	\$4,000 - 1 urn \$5,000 - 2 urn "companion" niche	n/a - no gravesites, ground burials or caskets. Multiple adjacent niches available	Cremations only	None. Cremains are housed in a series of niches built into stone walls along connected pathways. Each niche is 11"x11"x17" deep and can hold 1 or 2 urns. Name and years of birth and death in bronze letters on niche front.
Holy Sepulchre	\$1,995 - \$5,000 depending on the section	Yes they have clusters of 2, 4 & 6	Maximum of 1 casket and 5 cremations in one grave	Monuments can be upright or flat. Have to have a minimum of 2 graves for monument
Roseland Park Cemetery <i>Berkley</i>	\$2,295 - \$3,795	Yes - anything from 2-6	Maximum 1 casket + 1 cremation per gravesite	Flat or upright monuments depending on the section. Upright monument requires at least two gravesites.

Information collected 1/29/2021



MEMORANDUM

City Clerk's Office

DATE: August 9, 2019
TO: Greenwood Cemetery Advisory Board
FROM: J. Cherilynn Mynsberge, City Clerk
SUBJECT: Recommendation to City Commission on Cemetery Plot Pricing

On July 8, 2019, the City Commission considered the GCAB's recommendation to release 60 additional cemetery plots for sale. The Commission took no action on the recommendation. Following discussion the Commission asked that the GCAB study the market price of cemetery plots and make a recommendation on what the price of Greenwood Cemetery plots should be.

Additionally, the Commission asked that the GCAB evaluate and make a recommendation on whether or not additional plots in Sections B & C should be sold.

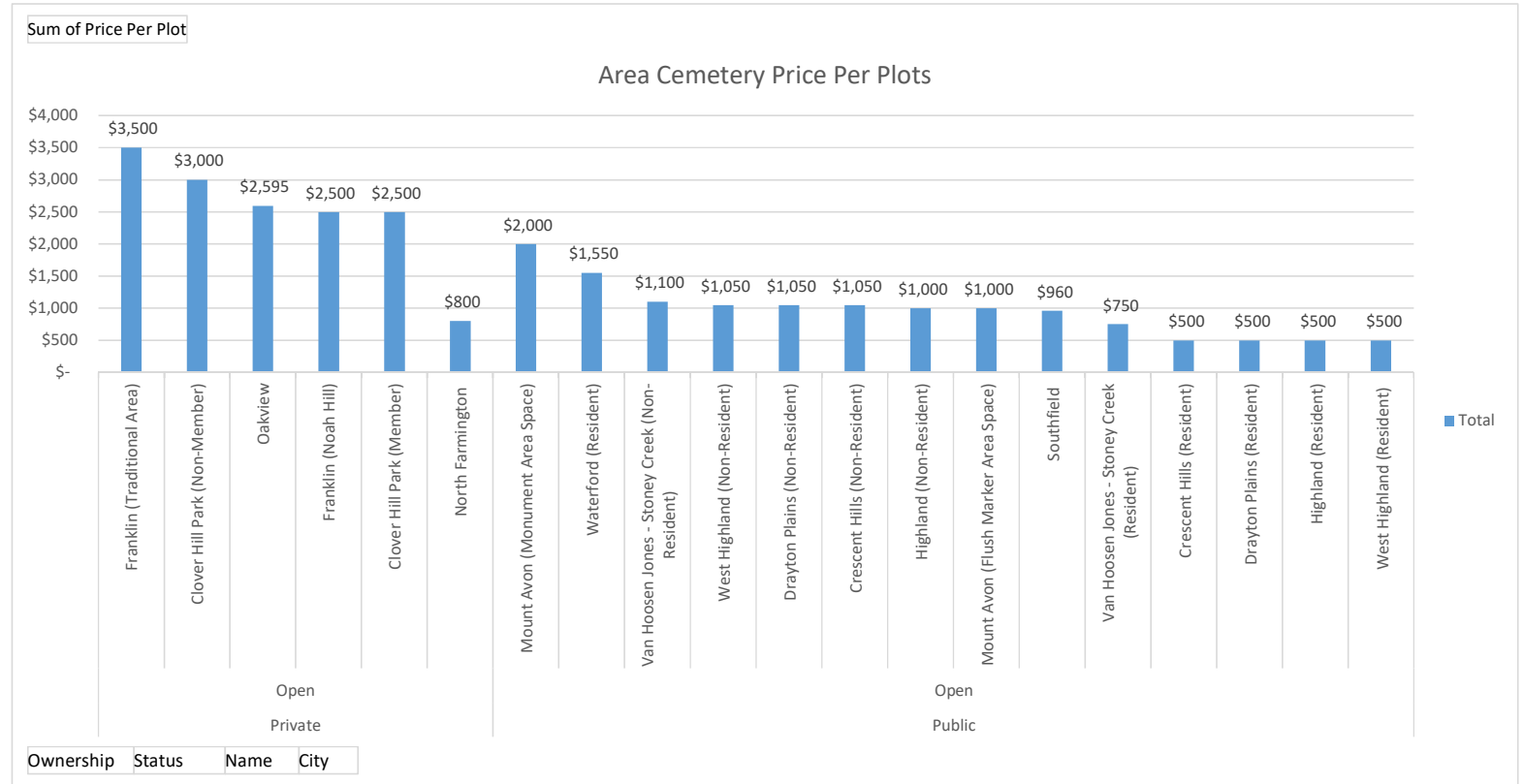
On the issue of market price, the Assistant to the City Manager, James Gallagher conducted a survey of cemeteries in Oakland County and presented his findings in the attached data worksheet and graph. This data should assist you in evaluating the current market price for cemetery plots.

Also attached is an excerpt from the minutes of the July 8, 2019 City Commission meeting detailing the Commission's discussion.

Name	Address	City	Ownership	Telephone #	Contact Person	Dimensions (acreage)	Historic Designation(s)	How Many Plots Total	How Many Spots Left	Sold	Price Variable	Price Per Plot	How Many Crematory Remains 1 Plot	Mngt Services	Sales Staff	Status
White Chapel Memorial Park	621 W. Long Lake Rd	Troy	Private	248-362-7693	Steve (Supt.) - left v/m	200 acres						N/A				Didn't Respond
Oakview	1032 N. Main	Royal Oak	Private	248-541-0139	Ashley (Sales Mngr.)	94 acres	No	59,000 people currently burried	10 acres	Not Public Info	Range	\$ 2,595	4 human remains in 1 plot (Requires 2,3,4 rights of internments to be purchased) allow benches above ground to add 4 people in bench	Internally	Internally	Open
Acacia Park	31300 Southfield Rd	Beverly Hills	Private	248-646-4228	Sales Mngr. out had a heart attack, spoke with Betty							N/A				Didn't Respond
Roseland Park	29001 N. Woodward	Berkley	Private	248-541-1154	(Ikera?) Contact out of office until Aug. 1	135	Yes					N/A				Didn't Respond
Franklin (Noah Hill)		Franklin	Private	248-200-9493	Steve Bancroft (Cemetary Dir.) cell: 313-570-1811	7	Yes	6,000	about 800	N/A	Noah Hill	\$ 2,500	3 remains per plot	Yes - Huron Cemetary Maintenance (sexton) all burials done by them	Steve (not looking for more work)	Open
Franklin (Traditional Area)		Franklin	Private	248-200-9494	Steve Bancroft (Cemetary Dir.) cell: 313-570-1812					N/A	Traditional Section	\$ 3,500				Open
Clover Hill Park (Member)	2425 E. Fourteen Mile	Birmingham	Private	248-723-8884	Vickie Straitz	60-65	No	26,000	6,500	5,000	Member	\$ 2,500	1 invid. Remains only in designated creamtion area	internment charge \$4,000 (lowering, tent, flowers in perpetuity, etc)	executive sales director handles all sales	Open
Clover Hill Park (Non-Member)	2426 E. Fourteen Mile	Birmingham	Private								Non-Member	\$ 3,000				Open
Royal Oak Cemetary		Royal Oak	Public	248-246-3300	Deann Morris (DPS/Recreation Clerk)	N/A	No	N/A	N/A			N/A	No Policy	In House	In House	Didn't Respond
Ottawa Park	6180 Dixie Hwy	Pontiac	Public	248-623-7705	Melissa	60-80	No					N/A				Didn't Respond
Oak Hill	216 University Dr	Pontiac	Public	248-623-7705	Melissa	~ 200	Yes					N/A				Didn't Respond
Southfield	Civic Center Dr. between Lasher/ Berg	Southfield	Public	248-796-4630	John Thompson/ Kevin Frantz	10	Yes	1,000	300	N/A		\$ 960	No Policy	In House	In House	Open
Highland (Resident)		Highland Twp	Public	248-887-6700	Mike Willenburg	13.35	No	6600	337	1,937	Resident	\$ 500	up to 4 for cremationed remains per plot or 1 burrial and 3 remains on top	Mike Willenburg	Mike Willenburg	Open
Highland (Non-Resident)		Highland Twp	Public								Non-Resident	\$ 1,000				Open

West Highland (Resident)		Highland Twp	Public	248-887-6700	Mike Willenburg (Sexton) Tammy (Clerk)	3.75	Yes	2750 (1234)	297	1,219	Resident	\$ 500	up to 4 for cremated remains per plot or 1 burrial and 3 remains on top	Mike Willenburg	Mike Willenburg	Open
West Highland (Non-Resident)		Highland Twp	Public								Non-Resident	\$ 1,050				Open
Crescent Hills (Resident)		Waterford Twp	Public	248-618-7437	Mary	10.67	No	2,964	1,364	1,600	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Crescent Hills (Non-Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Waterford (Resident)		Waterford Twp	Public	248-618-7437	Mary	2.37	In Process	945	26	919	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Waterford (Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Drayton Plains (Resident)		Waterford Twp	Public	248-618-7437	Mary	4.98	In Process	1,921	673	1,248	Resident	\$ 500	1 traditional burial with 1 additional "cremains"	Internal Staff	Internal Staff	Open
Drayton Plains (Non-Resident)		Waterford Twp	Public								Non-Resident	\$ 1,050				Open
Van Hoosen Jones - Stoney Creek (Resident)	Tienken & Sheldon	Rochester Hills	Public	248-652-4713	Calvin Leach (Sexton) Laura Douglas (Records Clerk)	16.8	No	12,237	7,618	4,619	Resident	\$ 750	Traditional burial section: 4 cremains per space Traditional burial section w/ traditional burial: 2 cremains on top	Calvin Leach (internal staff)	Calvin Leach	Open
Van Hoosen Jones - Stoney Creek (Non-Resident)	Tienken & Sheldon	Rochester Hills	Public								Non-Resident	\$ 1,100				Open
Oakwood (Resident)		Farmington	Public	248-474-5500	Jen/ Chuck Shute (Dps)	6.7	No	850	No Plots Left only crypts	7 crypts	Resident	\$ 5,000	N/A	DPW	Clerks	Closed
Oakwood (Non-Resident)		Farmington	Public						No Plots Left only crypts		Non-Resident	\$ 9,000				Closed
Novi	25755 Novi Rd	Novi	Public	248-735-5611	Jeff Muck	2.4	No	948	No Plots Left	0		\$ -	N/A	N/A	N/A	Closed
Knapp	43005 Nine Mile Rd	Novi	Public	248-735-5611	Jeff Muck	0.5	No	87	No Plots Left	0		\$ -	N/A	N/A	N/A	Closed
North Farmington		Farmington	Private	248-887-6700	Mike Willenburg							\$ 800	1 grave plus 2 cremains or 3 cremains	Mike Willenburg	Mike Willenburg	Open
Mount Avon (Flush Marker Area Space)		Rochester	Public	248-651-90610	Jessica Wawrzynski		Yes				Flush Marker Area Space	\$ 1,000				Open
Mount Avon (Monument Area Space)		Rochester	Public								Monument Area Space	\$ 2,000				Open

Row Labels	Sum of Price Per Plot	
Private		
Open		
Franklin (Traditional Area)	\$	3,500
Clover Hill Park (Non-Member)	\$	3,000
Oakview	\$	2,595
Franklin (Noah Hill)	\$	2,500
Clover Hill Park (Member)	\$	2,500
North Farmington	\$	800
Public		
Open		
Mount Avon (Monument Area Space)	\$	2,000
Waterford (Resident)	\$	1,550
Van Hoosen Jones - Stoney Creek (Non-Resident)	\$	1,100
West Highland (Non-Resident)	\$	1,050
Drayton Plains (Non-Resident)	\$	1,050
Crescent Hills (Non-Resident)	\$	1,050
Highland (Non-Resident)	\$	1,000
Mount Avon (Flush Marker Area Space)	\$	1,000
Southfield	\$	960
Van Hoosen Jones - Stoney Creek (Resident)	\$	750
Crescent Hills (Resident)	\$	500
Drayton Plains (Resident)	\$	500
Highland (Resident)	\$	500
West Highland (Resident)	\$	500
Grand Total	\$	28,405



**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
FRIDAY, AUGUST 16, 2019 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

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

II. ROLL CALL

Present: Linda Buchanan, Vice Chairwoman
Darlene Gehringer, Chairwoman
Linda Peterson
Laura Schreiner
Margaret Suter

Absent: Kevin Desmond
George Stern

Administration: Administrative Transcriptionist, Verna Chapman and James Gallagher, Asst.
to the City Manager

III. APPROVAL OF MINUTES

A. Approval of meeting minutes of June 7, 2019

MOTION: Motion by Margaret Suter, seconded by Linda Buchanan:
To approve the minutes of June 7, 2019 as corrected:

- Page 3, Ms. Schreiner's comment was amended.
- Page 3, Amended to include Ms. Gehringer's comment.
- Page 5, Amended to replace the word mom with mother.
- Page 7, Corrected by removing end parenthesis.
- Page 7, Corrected by removing a duplicate "nay".
- Page 8, Amended to replace Advisor Schreiner with Mrs. Schreiner.

VOTE: Ayes, 5
Nays, 0
Absent, 2

IV. NEW BUSINESS

A. Election of Chairperson

Chairperson Gehringer opened the floor to nominations for Chairperson.

Nominated by Margaret Suter, seconded by Laura Schreiner

To elect Darlene Gehringer chairperson of Greenwood Cemetery Advisory Board for one one-year term.

VOTE: Ayes, 5
Nays, 0
Absent, 2

B. Election of Vice Chairperson

Chairperson Gehringer opened the floor to nominations for Vice Chairperson.

Nominated by Margeret Suter, and seconded by Linda Peterson

To elect Linda Buchanan as Vice Chairman of the Greenwood Cemetery Advisory Board for one one-year term.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

Ms. Peterson asked if there is a rule that governs attendance of board members; if so, how is it applied.

Ms. Gehringer referred the question to City Clerk Mynsberge (in absentia) who tracks the attendance of board members.

C. Approval of Request for Proposals (RFP) for Ground Penetrating Radar of Greenwood Cemetery.

Assistant to the City Manager Gallagher presented this item.

Chairperson Gehringer asked if the liability insurance of \$1,000,000.00, professional liability, and pollution liability of \$1,000,000.00, and owners/contractors protective liability of \$3,000,000.00 per occurrence was excessive.

Margaret Suter expressed that it is probably standard language to meet the City's requirements and advised the board to accept the limits outlined in the RFP. She went on to say that the board should only want to consider good solid companies that are not affected by the RFP requirements.

Laura Schreiner agreed with Ms. Suter and asked for a response from the City.

Assistant City Manager Gallagher stated that the language used was boilerplate language approved by the City's legal department to be used with any request for proposal. He further stated that pollution control and professional liability insurance limits could change depending on the type of service that would be provided. Mr. Gallagher agreed to verify the proposed limits.

Chairperson Gehringer referred to the City Clerk to review the limits and determine if adjustments should be made. She expressed that she does not want the bid to fail because insurance limits were a factor.

Linda Buchanan asked how long would the RFP stay out for bid.

Margaret Suter noted that there were no dates on any of the documents presented in the proposed request for approval.

Chairman Gehringer suggested that a 30-day period be used for bid submittals.

Laura Schreiner asked what the board did the last time it had an RFP out for bid. She also reminded everyone that time must be allowed for the selection to go through this board, the

planning board, and the city commission. She also suggested a “no later than” date be set to allow for the project award and commencement by the spring thaw of 2020.

Linda Buchanan and Chairperson Gehringer thought that previous request for proposals had been out for bid for 30 days. However, Ms. Buchanan felt that that the date for contract execution should be expressed as “TBD”, because of the variables involved.

The board agreed with the chairperson by consensus that:

- Contract execution would be 14 days after contractor selection.
- Project commencement would be scheduled for April 2020.
- Project completion would be set for May 2020.

MOTION: Motion by Ms. Suter, seconded by Ms. Peterson

To recommend approval of the Request for Proposal for the Ground Penetrating Radar of Greenwood Cemetery as revised.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

D. Evaluation and Recommendation to City Commission:

1. Market Pricing for Cemetery Plots

Assistant to the City Manager Gallagher presented this item.

- a. Laura Schreiner asked if there was feedback from Ms. Arcome as to whether or not potential purchasers chose not to buy at Greenwood when price was a factor.
- b. There was no data available to support any input from Ms. Arcome.
- c. Based on the data presented comparing regional cemetery pricing, the board concluded that the current pricing at Greenwood was fair and reasonable.

MOTION: Motion by Ms. Schreiner, seconded by Vice Chairperson Buchanan

To recommend, based on the data presented, that the City Commission keep pricing for cemetery plots at \$3,000.00 per plot.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

2. Future of Sales in Sections B and C

Linda Buchanan gave a brief overview of what occurred at the City Commission meeting of July 08, 2019. Margaret Suter, Laura Schreiner, and George Stern also attended.

- Prior to this meeting, the GCAB recommended selling 60 plots in Sections B and C, stopping at 300, conducting a reanalysis of sales at 270.
- There was hesitation from the Commission with respect to selling in Section B.
- Ms. Buchanan was in favor of revisiting the analysis and maybe only releasing plots in Section C. She also felt that the situation could be re-evaluated at any time and more plots could be released for sale at a later date.
- The GCAB recommended that the City Commission be prudent in making sure there are plots available for future purchases.

- Ms. Shreiner reminded the board that this decision had to go through the GCAB cycle and the City Commission.
- Ms. Suter expressed that if the cemetery fills up, Section B may be revisited. The focus should be on Section C and the other remaining sections.
- Commissioner Hoff commented there were 57 plots in other sections of the cemetery that should be sold before selling in Section B and C. No one could affirm that number.
- Section A was designated pure historical and there are no plots available for sale.
- There are many Birmingham pioneers in Section B, suggesting it is historical as well.
- Approximately, 206 plots have been sold in Section B.
- It was noted that overall sales have slowed down to a normal pace at this time.

MOTION: Motion by Vice Chairman Buchanan, seconded by Ms. Peterson
To recommend for the City Commission approval that sales in Section B be suspended and 30 plots in Section C be released for sale.

VOTE: Ayes, 5
Nays, 0
Absent, 2

V. UNFINISHED BUSINESS

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

A. Finalization of Master Plan/Historical Collaboration Priority List

Chairperson Gehringer presented a list of Master Plan/Collaborative Preservation Projects from the City Commission and the Greenwood Cemetery Advisory Board prioritized the list as follows:

1. Ground Penetrating Radar Services (in process)
2. Potter Field (in progress)
3. Digitizing and Mapping Cemetery Records (in process)
4. Match Cemetery Records with Headstones
5. Historic Headstone Inventory
6. Update Greenwood
7. Alternate Sources of Revenue
8. Review Contract with Elmwood
9. Long-term financial status
10. Maintenance and Landscaping

MOTION: Motion by Ms. Suter, seconded by Ms. Peterson:
To recommend the removal of Columbaria from the Finalization of Master Plan/Historical Collaboration Priority List.

VOTE: Ayes, 5
Nays, 0
Absent, 2

MOTION: Motion by Vice Chair Buchanan, seconded Ms. Peterson
To recommend the Finalized Master Plan/Historical Collaboration Priority List as revised.

VOTE: Ayes, 5
 Nays, 0
 Absent, 2

VI. FINANCIAL REPORT

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

VIII. BOARD COMMENTS

- Ms. Buchanan noted that at the July 8, 2019 City Commission meeting, the commission had information that the Greenwood Cemetery Advisory Board did not have.
- Ms. Suter would like to see the GCAB copied on all information that the City Commission receives regarding the Cemetery.

IX. ADJOURN

The meeting adjourned at 10:46 a.m.

NEXT MEETING: OCTOBER 4, 2019

Cheryl Arft, Acting City Clerk/vc

Greenwood Cemetery Advisory Board:

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

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

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

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October 18, 2020 12:06 AM

Cemeteries plot their future as cremation becomes the norm

KIRK PINHO . □

Mt. Elliott Cemeteries

Mt. Olivet Cemetery is Detroit's largest, built in 1888 on over 300 acres.

If you die in the next 20 years, the chances are good that you're going to be cremated.

Data from the National Funeral Home Association says that by 2040 in Michigan, 83.6 percent of the people who die will be cremated, compared to 47.3 percent in 2010. And according to the NFHA, the median cost for a cremation funeral with an urn is \$6,645, compared to \$9,135 for a funeral with a burial, including the cost of the casket and the burial vault.

That's causing cemeteries and funeral homes to search for new revenue streams.

"It does affect cash flow," said Bert Edquist of Mission Hills Memorial Gardens in Niles in southwest Michigan. "But also it gives you the opportunity to make more burials because you're using smaller spaces for the cremation burials. Your land is producing more income, but you're not getting that income as quickly as you did before. Basically it's going to make the cemeteries last longer."

Much of the equation comes down to simple real estate. According to Lawrence Sloane, who is director of Elmwood Cemetery in Detroit and runs Albany, N.Y.-based L. F. Sloane Consulting Group Inc., the average plot for an urn burial is 4 to 6 square feet, whereas a plot for a casket is 24 to 40 square feet. And in general, the smaller the plot, the lower the cost.

Kirk Pinho/Crain's Detroit Business

Elmwood Cemetery is the oldest continuously operating, nondenominational cemetery in Detroit.

In addition, an accepted industry standard is that only about 25 percent of cremated remains end up in cemeteries at all, with the rest kept on mantles or scattered at favorite and sentimental spots as just some examples, Sloane said.

Translation: Even less revenue for cemeteries.

"Cemeteries have to work to present themselves as relevant places to remember your loved ones," Sloane said of the impending cremation surge, which has been caused by a host of factors.

Among them: environmental concerns with things like embalming and other factors; more geographically diverse families; greater religious acceptance of the practice, as well as a general shift away from organized religion overall; and economics.

"Can that (cremation trend) change? Sure," said Leonard Turowski, a fourth-generation funeral home owner with operations in Livonia and Canton Township. "Forever and ever, it was always strictly burials and then all of a sudden cremation came in and maybe it can change going forward. It is especially challenging for cemetery owners."

Kirk Pinho/Crain's Detroit Business

Mt. Elliott Cemetery in Detroit was consecrated in 1841 — just four years after Michigan became the 26th state.

To make up the revenue lost from the more expensive casket burials and selling larger plots of land for them, cemeteries have had to get creative, said Michael Chilcote, general manager and COO of the nonprofit Mt. Elliott Cemeteries, which oversees the Mt. Elliott and Mt. Olivet cemeteries in Detroit as well as Resurrection Cemetery in Clinton Township, All Saints Cemetery and The Preserve at All Saints in Waterford Township and Guardian Angel Cemetery in Rochester.

That includes things like cremation gardens, cremation niches, small buildings for up to 20 sets of cremated remains, cremation benches and other such memorials. All those help make up for lost burial plot revenue.

"There are a lot of different ways you can accommodate a cremation space," Chilcote said. "Really the cremation trend has opened up a lot of innovation — the only thing is getting information to the public about what their options are."

Mt. Elliott Cemeteries

Mt. Olivet cremation garden

Not only is that revenue helpful in the short term, but it also provides a lasting benefit.

David Harns, interim communications director for the Michigan Department of Licensing and Regulatory Affairs, said there are just over 200 cemeteries — 105 greater than 10 acres and 96 under 10 acres — that are required to have so-called perpetual care funds, which are trusts that ensure the upkeep of the cemetery property after the last burial plots are sold.

Under Public Act 251 of 1968, 15 percent of burial, entombment and columbarium rights sold are deposited into the cemetery's perpetual care fund; only interest and dividends from those funds can

be used and they are set up for the long-term care of the property.

But Sloane says the funds overall are not well-funded enough.

"That was not adequate and there are very few cemeteries in Michigan that are properly funded," he said. "Seven hundred have already been given back to municipalities. Very few were actually built by cities; they just went bankrupt and the cities took them over."

Larry Michael, vice president of Midwest operations for Houston-based Park Lawn Corp., which owns and manages 28 cemeteries in Michigan, said the cremation increase has been felt in those funds.

"States have these because at some point, when there is no more revenue coming in because there is nothing left to sell, there is this fund," Michael said. "With cremation rates growing, that has impacted it. But every interment right has a percentage, a cremation has a percentage that goes into a perpetual care fund. So some cemeteries, the funds may have actually increased, depending on the product they've been selling."

According to the [Michigan Department of Community Health](#), pre-COVID-19, the state averaged 8,201 deaths per month between January 2019 and February 2020, although that figure during the pandemic has increased to an average of 8,924 per month, with a high of 13,049 deaths in April and 5,399 reported in September.

And Chilcote said it's unlikely that new, sprawling cemeteries — akin to the 300-acre Resurrection Cemetery in Clinton Township — will be developed regularly in the future given the cremation trend. Some of the newer ones are Glen Eden East, developed in 2004 along 26 Mile Road in Macomb Township; the federal Great Lakes National Cemetery in Holly, established in 2005; and Guardian Angel Cemetery in Rochester, developed in 2003 by Mt. Elliott Cemetery Association.

"Those days of 300-acre cemeteries are done," he said.

Inline Play

Source URL: <https://www.crainsdetroit.com/real-estate/cemeteries-plot-their-future-cremation-becomes-norm>

FEE SCHEDULE

CITY CLERK'S OFFICE	EXISTING FEE
<u>Day Care (See Child Care Facilities)</u>	
<u>Electronic Video Game (14-106)</u>	
Each game, annual fee (subject to additional fees and requirements for regulated use)	\$ 50.00
<u>FOIA fees - See public records policy (attached)</u>	
<u>Fumigation (58-141)</u>	
Fumigation Contractor, annual fee	\$ 50.00
Fumigation permit, per event	\$ 25.00
Insurance (58-144): Standard insurance requirements plus environmental impairment/pollution liability coverage	
<u>Garage Public (54-26) - Annual Fee</u>	\$ 50.00
<u>Going out of Business (State Law)</u>	
Up to 30 days	\$ 50.00
Limit two renewals, each	\$ 50.00
<u>Greenwood Cemetery (126-26)</u>	
Grave space accommodating one full burial or three cremations	\$ 3,000.00
Additional Rights of Burial for cremated remains, each	\$ 750.00
Grave space accommodating two cremated remains	2,000.00
Grave space accommodating one cremated remains	1,000.00
Administrative fee for transfer of grave ownership	\$ 150.00
Interment and disinterment fees:	
Cremation	\$ 750.00
Full Burial	\$ 1,400.00
Foundation charges for markers & monuments:	
Foundation Installment - per linear foot	\$ 125.00
Marker or monument resets:	
Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation	
Weekend, holiday, and overtime interments. This fee in addition to the normal interment fee charged during regular working hours.	\$ 400.00
<u>Horse Drawn Carriages (122-71)</u>	
Company, annual fee	\$ 50.00
Carriage, each vehicle annual fee	\$ 50.00
Insurance: Standard insurance requirement, with coverage to include premises liability; personal injury liability; products liability; and horse or horses liability. (122-75)	
<u>Hotels/Motels annual fee</u>	\$ 75.00
1-50 Rooms	\$ 300.00
50+ Rooms	\$ 500.00
<u>Initial Merchants: (All types including transfers)</u>	\$ 100.00
<u>Kennels (See Animals)</u>	

DATE: April 20, 2021

TO: Thomas M. Markus

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.
- 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.
- 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. Cheri has also been an essential resource to City Planner Brooks Cowan who has been working diligently on the creation of the GIS map for Greenwood Cemetery.

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 Colaborations, LLC, an essential resource to the city.
- Keep in mind the Clerk's office has had significant turnover in the past year. City Clerk Bingham began working for the city in March of 2020, a new Deputy Clerk, Abrial Hauff began in May of 2020 and the part time support staff in the clerk's office all have less than a year 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.

ATTACHMENTS:

- Creative Collaborations Contract 2021-2022
- DRAFT GCAB Minutes – April 5, 2021
- Agenda Packet Materials from April 5, 2021 – Cemetery Services Contract Renewal

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.

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 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%)

of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

CREATIVE COLLABORATIONS, LLC

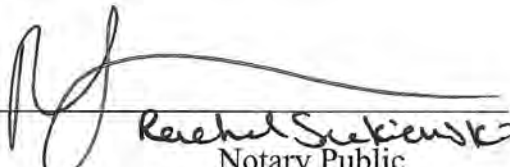
By: 
Cheri Arcome

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 16th day of April, 2021, before me personally appeared CHERI ARCOME who acknowledged that she signed this Agreement with authority to do so on behalf of CREATIVE COLLABORATIONS, LLC.

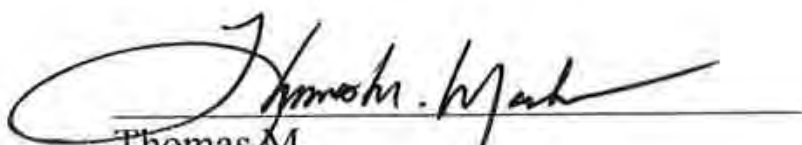


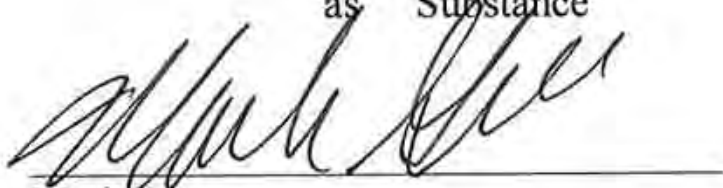

Rachel Siekiwski
Notary Public

Genesee County, Michigan
Acting in Macomb County, Michigan

My commission expires: May 24, 2024


Lauren


Thomas M.
ty Manager Su

as Substance

Mark A.


M. Kucharek

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).

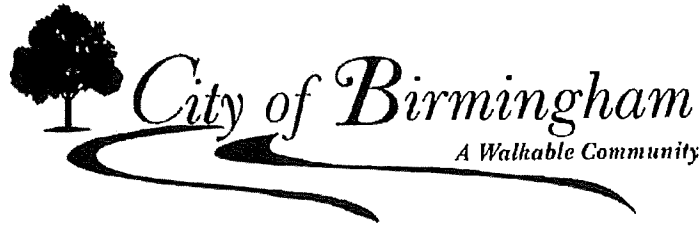
The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: James Gallagher, Assistant to the City Manager.

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

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INTRODUCTION

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

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

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

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

REQUEST FOR PROPOSALS (RFP)

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

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:00 p.m. on Tuesday, October 29, 2019 to:
City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

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

INSTRUCTIONS TO BIDDERS

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

EVALUATION PROCEDURE AND CRITERIA

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

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

TERMS AND CONDITIONS

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

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

SERVICE PROVIDER'S RESPONSIBILITIES

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

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

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

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

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

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

SCOPE OF WORK

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

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

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

- d. **Communication and Reports:** Provider shall prepare and submit to the City reports of the operation, financials, records, and any other pertinent records to include, but not be limited to, the following:
 - i. Provider shall include in their report monthly totals for receipts, disbursements, grave plot sales, grave plot inventory, interments, repairs, number of burials, number of cremations, and safety and environmental events.
 - ii. Provider is requested to be present at all Greenwood Cemetery Advisory Board meetings to report on contracted services.

- 2. **Cemetery Operations:** The Provider is responsible for hiring a Sexton who shall provide service to the City within the Greenwood Cemetery to include, but not limited to, the following:
 - a. The Sexton shall report directly to and work directly with the Service Provider in arranging all funerals at Greenwood Cemetery.
 - b. Stake gravesites
 - c. Complete opening and closing of graves.
 - d. Make arrangements for laying and setting foundations.
 - e. Damage to any markers, headstones, foundations or other fixtures during the normal routine activities shall be the Providers responsibility to correct, subject to the City's approval, that sufficient actions have taken place to correct the damaged property.
- 3. **Services Excluded From Contract:** Provider shall not be responsible for providing services not specified in this Contract, including but not limited to the following services:
 - a. Tree removal
 - b. Fence maintenance
 - c. Road maintenance
 - d. Snow removal
 - e. Any acts of vandalism in Greenwood Cemetery
 - f. All damage caused by weather events
 - g. Lawn care including weed control monument maintenance services.
- 4. The City, upon reasonable prior notice, shall be provided with access to any information or financial records associated with the Greenwood Cemetery.

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

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 Public Services.
 - h. Coordinate work orders with outside vendors and Birmingham's Department of Public Services.
 - i. Provide customer service to interested parties.
- ii. FINANCIAL REPORTING

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

iii. CONSIDERATION

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

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

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

v. INDEMNIFICATION

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

vi. ENTIRE AGREEMENT

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

vii. GOVERNING LAW

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

**Greenwood Cemetery Advisory Board
Meeting Minutes
Monday, April 5, 2021, 10 A.M.
Virtual Meeting ID: 989 8385 6041**

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 Buchanan 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 Buchanan 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 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. Clerk Bingham clarified that the map was initiated by Museum Director Pielack and updated by Clerk Bingham.

Ms. Suter noted that this issue 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.

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 17-C, 16-C, 15-C, and 14-A.

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 said they wanted it made clear to the Commission that the Board's likely affirmative vote on this item was a "rubber stamp", 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.

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 Manager's 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 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

DATE: April 1, 2021

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.
- 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.
- 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. Cheri has also been an essential resource to City Planner Brooks Cowan who has been working diligently on the creation of the GIS map for Greenwood Cemetery.

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 Colaborations, LLC, an essential resource to the city.
- Keep in mind the Clerk's office has had significant turnover in the past year. City Clerk Bingham began working for the city in March of 2020, a new Deputy Clerk, Abrial Hauff began in May of 2020 and the part time support staff in the clerk's office all have less than a year 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.

ATTACHMENTS:

- Creative Collaborations DRAFT Contract 2021-2022
- City Commission Minutes May 18, 2020 on the Creative Collaborations Contract Renewal
- Memo and supporting documentation in regard to the cemetery service provider contract from May 18, 2020
- Greenwood Cemetery Advisory Board Minutes from April 15, 2020

SUGGESTED RESOLUTION:

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

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 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%)

of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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: _____
Cheri Arcome

Its: _____

APPROVALS:

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

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

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

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).

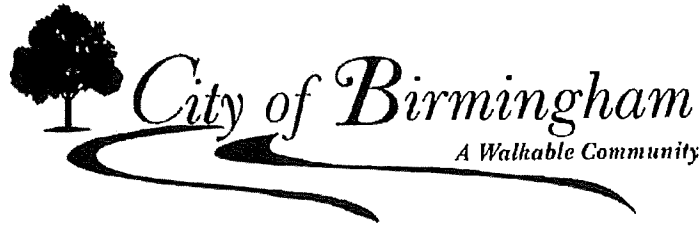
The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: James Gallagher, Assistant to the City Manager.

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

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INTRODUCTION

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

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

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

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

REQUEST FOR PROPOSALS (RFP)

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

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:00 p.m. on Tuesday, October 29, 2019 to:
City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

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

INSTRUCTIONS TO BIDDERS

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

EVALUATION PROCEDURE AND CRITERIA

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

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

TERMS AND CONDITIONS

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

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

SERVICE PROVIDER'S RESPONSIBILITIES

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

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

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

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

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

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

SCOPE OF WORK

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

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

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

- d. **Communication and Reports:** Provider shall prepare and submit to the City reports of the operation, financials, records, and any other pertinent records to include, but not be limited to, the following:
 - i. Provider shall include in their report monthly totals for receipts, disbursements, grave plot sales, grave plot inventory, interments, repairs, number of burials, number of cremations, and safety and environmental events.
 - ii. Provider is requested to be present at all Greenwood Cemetery Advisory Board meetings to report on contracted services.

- 2. **Cemetery Operations:** The Provider is responsible for hiring a Sexton who shall provide service to the City within the Greenwood Cemetery to include, but not limited to, the following:
 - a. The Sexton shall report directly to and work directly with the Service Provider in arranging all funerals at Greenwood Cemetery.
 - b. Stake gravesites
 - c. Complete opening and closing of graves.
 - d. Make arrangements for laying and setting foundations.
 - e. Damage to any markers, headstones, foundations or other fixtures during the normal routine activities shall be the Providers responsibility to correct, subject to the City's approval, that sufficient actions have taken place to correct the damaged property.
- 3. **Services Excluded From Contract:** Provider shall not be responsible for providing services not specified in this Contract, including but not limited to the following services:
 - a. Tree removal
 - b. Fence maintenance
 - c. Road maintenance
 - d. Snow removal
 - e. Any acts of vandalism in Greenwood Cemetery
 - f. All damage caused by weather events
 - g. Lawn care including weed control monument maintenance services.
- 4. The City, upon reasonable prior notice, shall be provided with access to any information or financial records associated with the Greenwood Cemetery.

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

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 Public Services.
 - h. Coordinate work orders with outside vendors and Birmingham's Department of Public Services.
 - i. Provide customer service to interested parties.
- ii. FINANCIAL REPORTING

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

iii. CONSIDERATION

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

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

- a. by either party, by giving written notice to the other party in the event the other party is in breach of any provision contained in this agreement, and such breach is not cured (if curable) with in 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.

to work out and further recommendations would come back to the Commission in terms of a viable operational plan.

Commissioner Sherman noted that all events have been cancelled through the summer in Birmingham and he cannot imagine a plan that would make this event safer for the public. He went on to say that, he is not in support of moving forward with this event.

Mayor Pro-Tem Longe agreed with Commissioner Sherman and expressed that the most robust plan would not provide enough certainty to guarantee a good outcome.

Commissioner Hoff agreed and said that the Commission must take a leadership role and as much as she wants to support the Chamber, she feels this is just not the right time for this type of event.

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro-Tem Longe:

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

Commissioner Nickita agrees that more information would be desirable; he believes that as time goes on municipalities will be able to hold more events without regard to safety. He noted that if the event went on, it would be the only event held in Birmingham this summer; and he wants to be fair and consistent. He reluctantly agrees with the motion.

Public Comment:

Andrew Haig, resident, agreed with Commissioner Sherman in the sense that there is one possible upside outcome and many downsides to having this event. All events should be treated equally for public safety.

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

V. UNFINISHED BUSINESS

05-078-20 CREATIVE COLLABORATIONS, LLC, A CEMETERY SERVICE PROVIDER AGREEMENT TO ACT ON BEHALF OF THE CITY IN PROVIDING SERVICES AT HISTORIC GREENWOOD CEMETERY.

Assistant City Manager Gunter addressed the Commission and presented this item.

Commissioner Hoff received calls from many members of the GCAB regarding the mention of automatic renewals; and thanked Assistant City Manager Gunter for addressing that language in the agreement. She went on to say that in the memorandum sent with the Agenda, automatic renewal was mentioned twice. She asked if including the language "upon annual review" was possible. Commissioner Hoff went on to address the termination provisions and asked if the language would be included in the agreement.

Assistant City Manager Gunter clarified that the termination provisions are included in the documents presented. She further deferred to City Attorney Currier to add the language "upon annual review" to the agreement.

Commissioner Sherman noted that the agreement addresses the issues that were presented at the last meeting. He went on to say that, the task for the Commission is whether to approve the contract and give staff direction for reviewing and reporting appropriately so that the Commission is able to make an intelligent decision when the contract comes back for review.

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro-Tem Longe: 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.

Public Comment:

David Bloom, resident, clarified his comments from the last meeting regarding his contact with George Stern. He stated that he initiated the contact.

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

VI. NEW BUSINESS

05-079-20 APPROVAL FOR THE INSTALLATION OF A STOP SIGN ON BENNAVILLE AT GRANT AND ON BENNAVILLE AT EDGEWOOD.

Commander Grewe presented this item.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Sherman: Approving the installation of a stop sign on Bennaville at Grant and on Bennaville at Edgewood. Further, directing the Chief of Police and the City Clerk to sign the traffic control orders on behalf of the City establishing the installation of a "Stop" sign on Bennaville at Grant and on Bennaville at Edgewood.

Commissioner Hoff asked if there was any public input.

Commander Grewe replied that a resident called DPS and DPS forwarded the information to Commander Grewe. In researching he found that there was a sign at the location of Bennaville and Grant before construction on Grant street and was not replaced.

Commissioner Nickita asked if both intersections had stop signs in the past. He further asked how the most recent stop sign on Northlawn and Pleasant is different from the signs in this proposal.

Commander Grewe affirmed that there was one at Grant and not Edgewood. He explained that the stop sign on Northlawn, a thru street, did not decrease speeds. Bennaville is not a through street, and traffic studies show that the signs are warranted.



MEMORANDUM

Office of the City Manager

DATE: May 18, 2020
TO: Joseph A. Valentine, City Manager
FROM: Tiffany J. Gunter, Assistant City Manager
SUBJECT: Greenwood Cemetery – Service Provider Contract Recommendation

INTRODUCTION:

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

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

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

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

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

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

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

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

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

SUGGESTED RESOLUTION:

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

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between **THE CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and **CREATIVE COLLABORATIONS, LLC**, a cemetery services company, having its principal office at 31356 Newport Dr., Warren, MI (hereinafter "CONTRACTOR"), provides as follows:

WITNESSETH:

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

WHEREAS, the CONTRACTOR has made a bid to provide management services in accordance with their bid/proposal dated November 21, 2019, which bid has been accepted by the CITY.

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

1. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence.

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

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

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

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

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

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

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

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- (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.”
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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.

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

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

CREATIVE COLLABORATIONS, LLC

By: _____

Its: _____

APPROVALS:

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

Joseph A. Valentine,
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GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

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1. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence.

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

3. ~~The CITY agrees to pay the CONTRACTOR for the annual services rendered pursuant to this Agreement in the amount of Forty-five Thousand Six Hundred Dollars (\$45,600.00). The CITY agrees to pay the CONTRACTOR for the services rendered pursuant to this Agreement in the amount of Twenty two Thousand Eight Hundred and 00/100 Dollars (\$22,800.00) set forth in the CONTRACTOR's proposal.~~

4. This Agreement shall renew annually unless terminated as provided herein. ~~Unless the CITY or the CONTRACTOR shall terminate this Agreement in writing, this Agreement shall automatically renew annually and the services rendered pursuant to this Agreement shall not exceed Forty five Thousand Six Hundred Dollars (\$45,600.00).~~

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

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

7. ~~6.~~ The CONTRACTOR and the CITY agree that the CONTRACTOR is acting as an independent contractor with respect to the CONTRACTOR's role in providing services to the CITY pursuant to this Agreement, and as such, shall be liable for its own actions and neither the CONTRACTOR nor its employees shall be construed as employees of the CITY. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or

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authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the CITY nor the CONTRACTOR shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The CONTRACTOR shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

~~8. 7.~~ The CONTRACTOR acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The CONTRACTOR recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONTRACTOR agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONTRACTOR shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The CONTRACTOR further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

~~9. 8.~~ This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONTRACTOR agrees

to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

~~9-10.~~ If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

~~10-11.~~ This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the CONTRACTOR without the prior written consent of the CITY. Any attempt at assignment without prior written consent shall be void and of no effect.

~~11-12.~~ The CONTRACTOR agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The CONTRACTOR shall inform the CITY of all claims or suits asserted against it by the CONTRACTOR's employees who work pursuant to this Agreement. The CONTRACTOR shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

~~12-13.~~ 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.

~~13.14.~~ To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with

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this contract. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

~~14.15.~~ 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.

~~15.16.~~ 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.

~~16.17.~~ 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



MEMORANDUM

Office of the City Manager

DATE: May 11, 2020

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Greenwood Cemetery – Service Provider Contract Recommendation

INTRODUCTION:

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

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

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

On April 15, 2020, the Advisory Board approved a resolution recommending that the contract extend for a period of one year through May 31, 2021 with options to renew at the end of each year. Staff and the Advisory Board will continue to review and assess the service levels and explore the market for other alternatives periodically. The termination provisions would remain per the original agreement by either party, by giving written notice to the other party in the event the other party is in breach of any provision contained in the agreement, and such breach is not cured (if curable) with in thirty (30) days following delivery of such written notice of such breach; or by either party for any reason or no reason at all by giving written notice to the other party of at least ninety (90) days.

BACKGROUND:

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

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

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

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

- Coordination of all interments and disinterments with an outside vendor and funeral homes
- Conducting all sales and delivery of cemetery property rights, merchandise and services at the cemetery.
- Management and processing of accounts payable for interment vendors and submissions to the City for payment.
- Bill and collect all accounts receivable to submit to the City.
- Maintain complete books and records regarding the operation of the cemetery including but not limited to, accounts reconciliation, inventory and file maintenance and budgeting services.
- Coordination of the lawn care, weed control, snow removal and tree work with Birmingham's Department of Public Services.
- Coordination of work orders with outside vendors and Birmingham's Department of Public Services.
- Provide customer service to interested parties on weekdays, weekends, and holidays (where necessary).
- Maintain a standard system of accounting customary for cemetery operations consistent with GAAP.
- Remit 100% of lot sales and any collected revenue from interments, second rights of burial, installations and foundations. These funds are issued to the City on a monthly basis.

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

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

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

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

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

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

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

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

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

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

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

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

OPTION #1: IN HOUSE CEMETERY SERVICES

Cost Estimate Summary: City to Provide Cemetery Services

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

OPTION #2: OUTSIDE CEMTERY SERVICE PROVIDER CONTRACT

Cost Estimate Summary: Provider to Conduct Cemetery Services

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

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

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

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

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

LEGAL REVIEW:

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

FISCAL IMPACT:

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

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

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

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

ATTACHMENTS:

The following attachments are included for reference:

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

SUGGESTED RESOLUTION:

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

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, ~~2019~~2020, by and between **THE CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and CREATIVE COLLABORATIONS, LLC, having its principal office at 31356 Newport Dr., Warren, MI (hereinafter "CONTRACTOR"), provides as follows:

WITNESSETH:

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

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

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

1. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence.

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

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

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

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

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

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~~6.7~~ The CONTRACTOR acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The CONTRACTOR recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the CONTRACTOR agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The CONTRACTOR shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The CONTRACTOR further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

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

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 - (2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
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(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.

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

executed as of the date and year above written.

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

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

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CREATIVE COLLABORATIONS, LLC

By: _____

Its: _____

APPROVALS:

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

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City Manager as to Substance

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

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

1. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence.

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

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

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

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

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

eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

executed as of the date and year above written.

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

CREATIVE COLLABORATIONS, LLC

By: _____

Its: _____

APPROVALS:

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

Joseph A. Valentine,
City Manager as to Substance

Mark Gerber
Director of Finance as to
Financial Obligation

Timothy J. Currier
City Attorney as to Form

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

I. CALL TO ORDER

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

II. ROLL CALL

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

Absent: Kevin Desmond

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

III. APPROVAL OF MINUTES

A. APPROVAL OF MEETING MINUTES OF MARCH 6, 2020

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

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

IV. NEW BUSINESS

A. CEMETERY SERVICE PROVIDER CONTRACT

Assistant City Manager Gunter presented this item.

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

Member Peterson noted:

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

Member Peterson asked:

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

Assistant City Manager Gunter replied:

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

Member Stern expressed:

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

Assistant City Manager Gunter:

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

Member Stern continued with his analysis of the suggested resolution:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chairperson Gehringer asked for a motion.

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

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

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

Assistant City Manager Gunter agreed.

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

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

UNFINISHED BUSINESS

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

None

VI. FINANCIAL REPORT

None

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

VIII. BOARD COMMENTS

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

IX. ADJOURN

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

DRAFT

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
FRIDAY, MARCH 6, 2020 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

Darlene Gehringer, Chairperson, called the meeting to order at 8:30 A.M.

II. ROLL CALL

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

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

III. APPROVAL OF MINUTES

A. APPROVAL OF MEETING MINUTES OF JANUARY 3, 2020

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

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

Chairperson Gehringer agreed with Assistant City Manager Gunter.

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

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

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

Chairperson Gehringer agreed with Mr. Stern.

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

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

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

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

IV. NEW BUSINESS

A. CEMETERY DATABASE DEVELOPMENT

Brooks Cowan, City Planning Department, presented this item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No action was taken.

B. CEMETERY OPERATIONS EVALUATION – DISCUSSION

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

- The contract expires in May of 2020.
 - Key Performance Indicators have been discussed.
 - Performance Expectations are established.
 - City Clerk has control of all record keeping of burials and sales.
 - Financials have been submitted to and remitted from the City of Birmingham with respect to internments, inurnments, and monthly management fee.
 - DPS maintains landscaping and snow removal on the property.
 - The City receives 100% of all sales proceeds.
 - Creative Collaborations, LLC is the City's coordinator and customer service representative for Greenwood Cemetery.
 - Feedback from meetings with other public and private cemeteries for sexton consulting include:
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- ✓ Collaborating with neighboring cemeteries (found not to be viable).
 - ✓ Work with an expert in the death care industry.
 - ✓ Direct contract with an experienced sexton (not viable because Greenwood does not have the required volume to receive priority burials).
 - ✓ Quality of burial that is expected at Greenwood today would be compromised if management was shared with neighboring cemeteries.
 - Based on the above feedback, the question became what would it take to bring operations completely in house.
 - ✓ Cost estimates for DPS and the City Clerk's office to manage in-house would be \$580,000 for the first year; with an on-going cost of \$450,000 annually, which includes labor and initial equipment startup cost. The estimate does not include on-going maintenance of equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Stern was excused for a prior commitment.

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

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

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

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

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

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

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

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

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

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

No action was taken.

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

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

UNFINISHED BUSINESS

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

A. GROUND PENETRATING RADAR - RFP

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

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

VI. FINANCIAL REPORT

None

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

VIII. BOARD COMMENTS

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

IX. ADJOURN

Chairperson Gehringer adjourned the meeting.

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING AGENDA
FRIDAY, MARCH 6, 2020 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

Darlene Gehringer, Chairperson

II. ROLL CALL

Cheryl Arft, Acting City Clerk

III. APPROVAL OF MINUTES

A. Approval of meeting minutes of January 3, 2020

IV. NEW BUSINESS

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

V. UNFINISHED BUSINESS

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

A. Ground Penetrating Radar - RFP

VI. FINANCIAL REPORT

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

VIII. BOARD COMMENTS

IX. ADJOURN

Greenwood Cemetery Advisory Board:

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

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

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

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

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

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
FRIDAY, JANUARY 3, 2020 AT 8:30 AM
MUNICIPAL BUILDING, ROOM 205, 151 MARTIN**

I. CALL TO ORDER

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

II. ROLL CALL

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

ABSENT: Darlene Gehringer, Chairperson

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

III. APPROVAL OF MINUTES

A. APPROVAL OF MEETING MINUTES OF DECEMBER 6, 2019

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

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

VOTE: Ayes, 6
Nays, 0

IV. NEW BUSINESS

A. Cemetery Database Development – Update

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

B. MISSION STATEMENT AND CORE VALUES

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

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

Vice Chair Buchanan offered the following:

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

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

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

C. KEY PERFORMANCE INDICATORS

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

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

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

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

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

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

V. UNFINISHED BUSINESS

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

None

VI. FINANCIAL REPORT

Acting City Clerk Arft reported the following:

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

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

No Public Comment

VIII. BOARD COMMENTS

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

IX. ADJOURN

Meeting adjourned at 9:52 pm

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



MEMORANDUM

Office of the City Manager

DATE: March 6, 2020

TO: Greenwood Cemetery Advisory Board

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

SUBJECT: Greenwood Cemetery – Operations Evaluation

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

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

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

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

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

maintenance and oversight of the landscaping/snow removal contracts.

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

- Coordination of all interments and disinterments with an outside vendor and funeral homes
- Conducting all sales and delivery of cemetery property rights, merchandise and services at the cemetery.
- Management and processing of accounts payable for interment vendors and submissions to the City for payment.
- Bill and collect all accounts receivable to submit to the City.
- Maintain complete books and records regarding the operation of the cemetery including but not limited to, accounts reconciliation, inventory and file maintenance and budgeting services.
- Coordination of the lawn care, weed control, snow removal and tree work with Birmingham's Department of Public Services.
- Coordination of work orders with outside vendors and Birmingham's Department of Public Services.
- Provide customer service to interested parties on weekdays, weekends, and holidays (where necessary).
- Maintain a standard system of accounting customary for cemetery operations consistent with GAAP.
- Remit 100% of lot sales and any collected revenue from interments, second rights of burial, installations and foundations. These funds are issued to the City on a monthly basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost Estimate Summary: City to Provide Cemetery Services

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

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

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

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

agreement, and such breach is not cured (if curable) within thirty (30) days following delivery of such written notice of such breach; or by either party for any reason or no reason at all by giving written notice to the other party of at least ninety (90) days.

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



MEMORANDUM

Office of the City Manager

DATE: November 25, 2019

TO: Joseph A. Valentine, City Manager

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Greenwood Cemetery – Service Provider Recommendation

INTRODUCTION:

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

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

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

BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL REVIEW:

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

FISCAL IMPACT:

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

Expenditures:

Professional Services Contract \$22,800

Lawn Care \$16,500

General Maintenance – DPS \$10,000

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

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

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

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

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

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

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

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

ATTACHMENTS:

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

SUGGESTED RESOLUTION:

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

AND

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

AND

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

General Fund

Revenues:

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

Expenditures:

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

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MANAGEMENT AGREEMENT BETWEEN CITY OF BIRMINGHAM AND CHERI ARCOME

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

November 21, 2019

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

Dear Ms. Gunter,

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

i. DUTIES AND RESPONSIBILITIES

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

ii. FINANCIAL REPORTING

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

iii. CONSIDERATION

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

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

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

v. INDEMNIFICATION

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

vi. ENTIRE AGREEMENT

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

vii. GOVERNING LAW

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

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

I. CALL TO ORDER

Darlene Gehringer, Chairperson

II. ROLL CALL

Cheryl Arft, Acting City Clerk

III. APPROVAL OF MINUTES

A. Approval of meeting minutes of October 4, 2019

IV. NEW BUSINESS

A. Greenwood Cemetery Management Services: Contract Amendment - Action

V. UNFINISHED BUSINESS

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

VI. FINANCIAL REPORT

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

VIII. BOARD COMMENTS

IX. ADJOURN

Greenwood Cemetery Advisory Board:

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

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

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

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

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

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

I. CALL TO ORDER

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

II. ROLL CALL

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

Absent: Darlene Gehringer
Linda Peterson

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

III. APPROVAL OF MINUTES & INTRODUCTIONS

A. APPROVAL OF MEETING MINUTES OF AUGUST 16, 2019

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

Mr. Stern corrected: Page 1, 2nd Bullet: Genringer's should be Gehringer's
Page 4, 2nd Bullet: Spelling from Ms. Shreiner to Ms. Schreiner
Page 4, Item A6: Update Greenwood should read Update Greenwood Biographical Information for existing tour program, interactive map and online access.
Page 4, Item A7: Change from Alternate Sources of Revenue to Additional Sources of Revenue.

Ms. Suter amended: Page 4, 4th Bullet: Replace Commissioner Hoff commented with Commissioner Hoff commented at the July 8, 2019 Commission Meeting, that.

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

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

B. INTRODUCTIONS

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

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

IV. NEW BUSINESS

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

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

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

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

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

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

Assistant to the City Manager Gallagher detailed the RFP:

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

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

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

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

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

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

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

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

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

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

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

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

Ms. Schreiner was excused at 9:30 am.

Mr. Gallagher reiterated that pricing would be per occurrence.

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

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

Mr. Gallagher explained the fee structure:

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

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

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

DPS would seed plots and new graves.

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

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

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

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

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

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

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

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

V. UNFINISHED BUSINESS

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

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

VI. FINANCIAL REPORT

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

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

VIII. BOARD COMMENTS

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

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

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

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

IX. ADJOURN

Meeting adjourned at 10:00 a.m.

NEXT MEETING: November 8, 2019

Cheryl Arft, Acting City Clerk
/vc



MEMORANDUM

Office of the City Manager

DATE: November 8, 2019

TO: Greenwood Cemetery Advisory Board

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

SUBJECT: Service Provider Status Update

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

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

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

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

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

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

The separation of duties is provided in the table below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Suggested Recommendations:

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

- And –

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

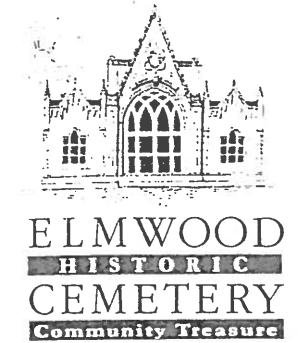
SEP 6 2019

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CITY MANAGER'S OFFICE

August 31, 2019

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



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

RE: GREENWOOD CEMETERY AGREEMENT

Dear Mr. Valentine:

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

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

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

Thank you.

Respectfully,

Lawrence F. Sloane
Director

AGREEMENT
For Greenwood Cemetery Management Services

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

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

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

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

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

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

[Signatures on next page]

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

WITNESSES:

TRUSTEES OF ELMWOOD CEMETERY

San + Soone

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

CITY OF BIRMINGHAM

Cheryl Auld
Cheryl Auld

By: George Dilgard
George Dilgard
Its: Mayor

Cheryl Auld
Cheryl Auld

By: Laura M Broski
Laura Broski
Its: City Clerk

Approved:

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

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

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

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

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/21/2013

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

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

PRODUCER Comerica Insurance Services MC7969 P. O. Box 75000 Detroit, MI 48275 Michael Maldegen	Phone: 800-713-0336 Fax: 313-222-3131	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Elmwood Cemetery Greenwood Cemetery 1200 Elmwood Detroit, MI 48207	INSURER A: Citizens Insur. Co of America		31534
	INSURER B: Citizens-Allmerica Fin Benefit		41840
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

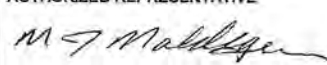
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

I. CALL TO ORDER

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

II. ROLL CALL

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

Absent: None

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

III. APPROVAL OF MEETING MINUTES

A. APPROVAL OF MINUTES OF AUGUST 16, 2019

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

VOTE: Ayes, 7
Nays, 0
Absent, 0

B. APPROVAL OF MEETING MINUTES OF OCTOBER 4, 2019

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

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

VOTE: Ayes, 7
Nays, 0
Absent, 0

IV. NEW BUSINESS

A. GREENWOOD CEMETERY MANAGEMENT SERVICES: CONTRACT

AMENDMENT – ACTION

Assistant City Manager Gunter presented this item.

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

Mr. Stern expressed the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTE: Ayes, 7
 Nays, 0
 Absent, 0

V. UNFINISHED BUSINESS

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

VI. FINANCIAL REPORT

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

VIII. BOARD COMMENTS

Ms. Gehringer asked about the status of the ground penetrating RFP.
Ms. Gunter said that it is on hold for the time being.

IX. ADJOURN

Meeting adjourned at 10:00 a.m.

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

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

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



REQUEST FOR PROPOSALS
For Greenwood Cemetery Professional Management Services

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

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

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

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

Submitted to MITN: Tuesday, October 8, 2019

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

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



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

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INTRODUCTION

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

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

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

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

REQUEST FOR PROPOSALS (RFP)

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

INVITATION TO SUBMIT A PROPOSAL

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

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

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

INSTRUCTIONS TO BIDDERS

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

EVALUATION PROCEDURE AND CRITERIA

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

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

TERMS AND CONDITIONS

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

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

SERVICE PROVIDER'S RESPONSIBILITIES

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

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

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

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

CITY RESPONSIBILITY

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

SETTLEMENT OF DISPUTES

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

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

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

SCOPE OF WORK

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

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

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

- d. **Communication and Reports:** Provider shall prepare and submit to the City reports of the operation, financials, records, and any other pertinent records to include, but not be limited to, the following:
- i. Provider shall include in their report monthly totals for receipts, disbursements, grave plot sales, grave plot inventory, interments, repairs, number of burials, number of cremations, and safety and environmental events.
 - ii. Provider is requested to be present at all Greenwood Cemetery Advisory Board meetings to report on contracted services.

2. **Cemetery Operations:** The Provider is responsible for hiring a Sexton who shall provide service to the City within the Greenwood Cemetery to include, but not limited to, the following:
- a. The Sexton shall report directly to and work directly with the Service Provider in arranging all funerals at Greenwood Cemetery.
 - b. Stake gravesites
 - c. Complete opening and closing of graves.
 - d. Make arrangements for laying and setting foundations.
 - e. Damage to any markers, headstones, foundations or other fixtures during the normal routine activities shall be the Providers responsibility to correct, subject to the City's approval, that sufficient actions have taken place to correct the damaged property.
3. **Services Excluded From Contract:** Provider shall not be responsible for providing services not specified in this Contract, including but not limited to the following services:
- a. Tree removal
 - b. Fence maintenance
 - c. Road maintenance
 - d. Snow removal
 - e. Any acts of vandalism in Greenwood Cemetery
 - f. All damage caused by weather events
 - g. Lawn care including weed control monument maintenance services.
4. The City, upon reasonable prior notice, shall be provided with access to any information or financial records associated with the Greenwood Cemetery.

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

ATTACHMENT A - AGREEMENT
For Greenwood Cemetery Professional Management Services

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Service Provider without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Service Provider agrees that neither it nor its subService Providers will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly

related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Service Provider shall inform the City of all claims or suits asserted against it by the Service Provider's employees who work pursuant to this Agreement. The Service Provider shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Service Provider shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Service Provider shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Service Provider shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Service Provider shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Service Provider shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Service Providers Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Service Provider shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the

additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Service Provider will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Service Provider shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Service Provider shall procure and maintain during the life of this contract, an Owners Service Providers Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.
- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. Proof of Insurance Coverage: Service Provider shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Service Provider shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Service Provider to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. To the fullest extent permitted by law, the Service Provider and any entity or person for whom the Service Provider is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Service Provider, the City shall have the right to terminate this Agreement without further liability to the Service Provider if the disqualification has not been removed within thirty (30) days after the City has given the Service Provider notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Service Provider fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: James Gallagher
151 Martin Street
Birmingham, MI 48009
248.530.1807

SERVICE PROVIDER

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made

pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

SERVICE PROVIDER

By: _____

Its:

CITY OF BIRMINGHAM

By: _____

Its: Mayor

By: _____

Cheryl Arft
Its: City Clerk

Approved:

James Gallagher
(Approved as to substance)

Mark Gerber, Director of Finance
(Approved as to financial obligation)

Timothy J. Currier, City Attorney
(Approved as to form)

Joseph A. Valentine, City Manager
(Approved as to substance)

ATTACHMENT B - BIDDER'S AGREEMENT
For Greenwood Cemetery Professional Management Services

In submitting this proposal, as herein described, the Service Provider agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL

For Greenwood Cemetery Professional Management Services

In order for the bid to be considered valid, this form must be completed in its entirety.

The Service Provider shall receive compensation on a percentage basis. The Service provider shall receive one-hundred percent (100%) of the income from interment services, such as the sale of second rights of interment, foundations and memorial installations and other miscellaneous service fees.

Additionally, the Service Provider shall receive twenty-five percent (25%) of the proceeds from the sale of new or reclaimed grave spaces. The additional annual cost, if any, for the Scope of Work as stated in the Request for Proposal documents shall be an amount, as follows:

Attach technical specifications for all proposed materials as outlined in the Service Provider’s Responsibilities section of the RFP (p. 6)

COST PROPOSAL	
ITEM	BID AMOUNT
Miscellaneous (Attach Detailed Description)	\$
	\$
	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRANDTOTAL AMOUNT	\$

Firm Name _____

Authorized signature _____ Date _____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Greenwood Cemetery Professional Management Services

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 (“Act”), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an “Iran Linked Business”, as defined by the Act.

By completing this form, the Vendor certifies that it is not an “Iran Linked Business”, as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

PREPARED BY (Print Name)	DATE
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TITLE	DATE
--------------	-------------

AUTHORIZED SIGNATURE	E-MAIL ADDRESS
-----------------------------	-----------------------

COMPANY

ADDRESS	PHONE
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NAME OF PARENT COMPANY	PHONE
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ADDRESS

TAXPAYER I.D.#

ATTACHMENT E – EXISTING POLICIES AND PROCEDURES
For Greenwood Cemetery Professional Management Services

CITY OF BIRMINGHAM
GREENWOOD CEMETERY OPERATIONAL PROCEDURES,
CONDITIONS AND REGULATIONS

I. DEFINITIONS:

The following words and phrases, for the purposes of these sections, have the meanings respectively ascribed to them, except in those instances where the context clearly indicates a different meaning.

- a. "Cemetery" shall mean Greenwood Cemetery.
- b. "Superintendent" shall mean the City Manager or his/her designee.
- c. "Marker" shall mean a stone or object denoting the location of a grave and which does not exceed eighteen (18) inches in height, sixteen (16) inches in width, and twenty-four (24) inches in length.
- d. "Monument" shall denote a memorial stone or object of a size in excess of that of a marker.
- e. "Permanent outside container" shall be a container which encloses a casket. The following are considered permanent outside containers: concrete boxes, concrete, copper or steel burial vaults.
- f. "Department" shall mean the Department of Public Services.
- g. "Memorial" shall mean monuments or markers.

II. CONDUCT OF PERSONS

Every person entering the cemetery shall be responsible for any damage caused by such person while within the cemetery. No person under eighteen years of age shall enter the cemetery grounds unless accompanied by an adult responsible for his/her conduct, or unless permission has been granted by the Superintendent.

No person shall:

- a. Enter the cemetery except through an established gate, and only during the hours from 8:00 A.M. to sundown.
- b. Deposit or leave rubbish and debris on any part of the cemetery grounds.

- c. Pick, mutilate, remove, or destroy any living plants or parts thereof, whether wild or domestic, on the cemetery grounds, except in the work of maintenance by City employees or its designated contractor.
- d. Break, injure, remove, or deface any monument or marker on the cemetery grounds.
- e. Bring any dog or animal into the cemetery grounds, unless in compliance with applicable leash law.
- f. Bring or discharge any firearm on the cemetery grounds, except in the conduct of military funerals.
- g. Carry intoxicants into the cemetery grounds, or consume such while in the cemetery.
- h. Advertise on cemetery grounds unless permitted by the City.
- i. Conduct her/himself in any other than a quiet and respectful manner while on the cemetery grounds.

III. TRAFFIC REGULATIONS

All traffic laws of the City of Birmingham that are applicable to the operation of vehicles in cemeteries shall be strictly observed. Every person driving a vehicle into the cemetery shall be responsible for any damage caused by such vehicle.

No person shall:

- a. Drive a vehicle within the cemetery at a speed in excess of ten (10) miles per hour.
- b. Drive or park a vehicle on other than established driveways except for the purpose of maintenance or construction.
- c. Turn a vehicle around within the cemetery except by following established driveways.
- d. Use a cemetery driveway as a public thoroughfare.

IV. MAINTENANCE AND PERPETUAL CARE

The City and/or its designated Contractor shall be responsible for the maintenance and repair of the driveways, buildings, water system, drainage and fences. The City and/or its designated Contractor shall also cut and maintain the grass areas, remove the leaves, trim and remove trees and shrubs, apply fertilizer as necessary, and in general maintain the cemetery as a place of natural beauty devoted to the burial of the dead.

The City and/or its designated Contractor shall not be responsible for any special care of any particular section, lot or burial space or for the maintenance or repair of any monument, marker

or planting placed by the owner. Further, the City and/or its designated Contractor shall not contract or agree to give special care to any section, lot or burial space except as above provided. The City shall maintain the integrity of damaged historical markers, prior to January 1, 1875, through the perpetual care fund.

V. OPERATIONAL REGULATIONS

The following operational regulations shall apply to all areas within the cemetery:

- a. Corners of all lots will be marked by the City, or its designated contractor, with permanent markers set flush with the ground surface, and these shall not be disturbed.
- b. The erection of any fence, railing, wall, coping, curbing, trellis, or embankment, or the planting of any hedge, on any lot or grave is prohibited. No cutting of paths shall be permitted.
- c. The City, or its designated contractor, shall have the right to remove from any lot any objects, including trees and shrubs and flower pots that are not in keeping with the appearance of the cemetery.
- d. Ironwork, seats, vases, and planters shall be allowed on lots, providing that the same shall be kept in good repair and well painted. If not kept in good repair and painted, the Superintendent shall have power and authority to remove same from cemetery, and shall not be liable for any such removal.
- e. Planters of iron or granite for the planting of flowers will be removed from lots and put in storage if not filled by July 1st. Planters so removed will be sold for cartage and storage charges, or destroyed, if not claimed within a period of one year.
- f. No person shall plant, cut down, remove, or trim any tree, shrub, or plant within the cemetery except by permission of the Superintendent, or a person authorized by him/her to act in his/her stead in matters pertaining to the cemetery.
- g. The planting of flowers on any lot, or otherwise disturbing the sod, shall release the City or its designated contractor from all obligation to resod without extra charge therefore. The planting of spirea, rose bushes, peonies, or shrubs that grow over three feet in height, will not be permitted.
- h. As soon as flowers, floral pieces, potted plants, flags, emblems, etc., used at funerals or placed on grave at other times, become unsightly or faded, they will be removed, and no responsibility for their protection will be assumed, except for special groups upon notification to the City or its designated contractor.
- i. The Superintendent reserves the right to remove from beds, graves, vases, planters, or other containers, all flowers, potted plants, or other decorations, that are set out and then not kept properly watered, trimmed and free from weeds, and to do so as soon as they become objectionable.

VI. MONUMENTS, GRAVE MARKERS AND FOUNDATIONS

MONUMENTS

Monuments will be permitted only on two adjoining side by side graves under one ownership. No more than one monument shall be erected on any lot.

The erection of all monuments shall be subject to the following conditions:

- a. Each monument shall be supported on a concrete foundation not smaller than the base of the monument it supports. Such foundation shall be constructed only by the City or its designated contractor after payment therefore has been made. Foundations will be installed April to November, weather dependent, as determined by the Superintendent. Requests received after November 1st will be held until conditions allow for installation.
- b. Designs for monuments must be submitted to the Superintendent or to a person designated by him/her to act in his/her stead, when application is made for construction of foundations. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial.
- c. No monument of artificial stone, sandstone, limestone, or soapstone will be permitted.
- d. All contractors and workers engaged in setting monuments shall be under the supervision of the Superintendent or a person designated by him/her, and they will be held responsible for any damage resulting from their negligence or carelessness. No work of setting monuments shall be started that cannot be completed by the end of the day following the start of such work.
- e. No monuments shall be allowed in the flush sections.

MARKERS

- a. Markers shall not exceed 1 ½ feet in height and shall have a minimum horizontal dimension at the base of not less than half of the height. All markers shall be in one piece, and shall be dressed on the bottom at right angles to the vertical axis. These measurements do not apply to government issue markers.
- b. Individual markers can be sod set without a concrete foundation.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1st and March 31st unless weather permits.

FLUSH MEMORIAL SECTION – AREAS PLOTTED AFTER JANUARY 1, 2015

- a. On grave spaces in Sections B, C, D, K, L, and O, all memorials on new lots plotted after January 1, 2015, must be installed at lawn level. Memorials can be individual markers measuring 24" x 12" x 4" or 16" x 24" x 4" or companion memorials over two (2) graves measuring 48" x 12" x 4".
- b. The memorials must be made of acceptable bronze or granite material and set at lawn level.
- c. A form with the size, material and design must be submitted to the City or its designated contractor for approval and all installation fees must be paid in full prior to delivery of the memorial. Installation will not occur between November 1st and March 31st unless weather permits.

VII. FUNERALS, INTERMENTS AND DISINTERMENTS

INTERMENTS

No lot or burial space shall be used for any purpose other than the interment of human remains and the erection of appropriate memorials to the dead.

No interment shall be made in Greenwood Cemetery until a proper burial permit has been issued, and until all other legally required permits have been issued by, and filed with, the proper authorities.

City personnel, or its designated contractor, will provide opening and closing of grave, initial and periodic maintenance only, and will not be responsible for handling and lowering vaults or caskets. Tents, lowering devices and other materials shall be furnished by the funeral director or vault company.

No grave shall be dug closer than six (6) inches from the line of any lot.

In all full burial interments, the casket shall be enclosed in a permanent outside container. Such outside container shall be installed by the funeral director, vault company, or the City's designated contractor.

In all interments of cremated remains, the container shall be installed by the City, its designated contractor, funeral director or vault company. The size of the container must be submitted with the request for burial.

All funerals within the cemetery shall be under the supervision of the City or its designated contractor. No burials are to be made on Sunday or legal holidays, except by permission of the Superintendent. Overtime charges will apply.

The City must be notified through the City Clerk or its designated contractor, of the time and exact location of proposed interments in time to allow not less than ten (10) hours of daylight to

prepare the grave. If notification occurs less than 10 hours of daylight prior to burial, overtime charges will apply.

Interments that involve preparation or follow-up work during other than regular working hours will be done at an additional charge for the overtime portion of the time required. The maximum charge shall not exceed the normal charges plus the weekend/holiday fee. This fee is in addition to the normal interment or disinterment fee charged during regular working hours.

Interments of the remains of any persons other than the owner or an immediate member of his/her family will be permitted only after the written consent of the owner or the owner's authorized agent has been filed with the City Clerk or the City's designated contractor. In case of a minor being the owner, the guardian may give consent upon proof of this authority to act.

Only one (1) interment in any one grave space shall be permitted, except in the case of a parent and infant child, two (2) children dying at about the same time, or in such other unusual cases as it shall seem to the Superintendent to be proper under the circumstances. Such interments shall adhere to Section VIII Burial Rights Policy.

Up to two cremated remains may be placed in the same space if the owner of the grave space or his/her heirs purchase the right to such inurnments. Should the owner permit the burial of such cremated remains, only one additional memorial shall be permitted on the grave space and such memorial shall not be larger than 24 x 12 x 4 inches and installed at lawn level. Up to three (3) cremated remains (only) may be placed on a single grave space.

DISINTERMENTS

Disinterment of a burial shall be facilitated by a Michigan licensed funeral director. Said funeral director shall obtain a permit for such removal from the local health officer of Oakland County. Said funeral director shall complete the removal form as required by the City or its designated contractor. Disinterment shall not commence until after issuance of the Oakland County permit is presented to the City or its designated contractor, approval for removal is granted by the City or its designated contractor, and all applicable fees are paid. Such disinterments shall only be scheduled between June 15th and October 15th each year unless approved by the City. The grave space where the disinterment occurred shall immediately be returned to a safe condition.

VIII. BURIAL RIGHTS POLICY

Lots purchased from the City after October 1, 2014:

Full grave

One casketed remains and two cremated remains

- or -

Up to three cremated remains

Cremation grave

3 x 2 feet one cremated remains

3 x 4 feet two cremated remains

Lots purchased prior to October 1, 2014:

Full grave

One burial right per grave (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

- or -

One cremated remains (To add a burial right for cremated remains, must purchase each additional right of burial in the grave. Up to two cremated remains.)

IX. LOT SALES – PAYMENT PLAN POLICY

1. A payment agreement may be entered into to allow for the purchase price of a plot(s) to be paid over a period of time not to exceed 24 months and the period provided to cure a default. A copy of this Payment Plan Policy shall be attached to all installment payment agreements and shall be provided to the Purchaser.

2. Payment agreements require a 20% down payment of the total purchase price, with the remaining balance to be spread into equal monthly payments for the payment period. Such payment agreements shall be interest free. There shall be no prepayment penalty to the Purchaser.

3. A plot(s) being purchased under a payment agreement may not be used for interment until the full purchase price of the plot(s) has been paid. The Purchaser may apply all payments made on the plan to the plot(s) needed for burial. Should this application of funds to the burial plot reduce the balance in the Purchaser's account below 20% of the value of the remaining plots, the Purchaser shall be given a grace period of up to six months to repay the 20% deposit on the remaining plot(s).

4. In the event a Purchaser fails to make an installment payment, the Purchaser shall have 90 days from the default to cure the deficiency and bring the payments current.

5. For purchase agreements initiated after January 14, 2019, failure to pay the entire contract on or before the final payment due date and the cure period will result in forfeiture of the unpaid plot(s) and 50% of all monies paid to date. If enough money is on account to completely pay for a plot(s), the Purchaser shall have the option to purchase said plot(s) with those available funds. Fifty percent of the remaining funds on account and any plots not paid in full shall be forfeited.

X. LOT RESALE POLICY

All graves sold by the City after October 1, 2014 can only be returned to the City. Such graves cannot be transferred from the original purchaser to an unrelated third party. Graves can only be transferred to family according to the Rules of Consanguinity with supporting genealogical documentation.

All graves returned to the City shall receive 50% of the original purchase price from the Greenwood Cemetery Perpetual Care Fund. Upon return of the graves, the City may resell the graves.

(For the purpose this policy, immediate family shall mean the immediate family of the purchaser(s) – spouse, children, grandchildren, parents, siblings, nieces/nephews, grandparents, aunts/uncles, step-children.)

XI. SCHEDULE OF FEES AND CHARGES

Fees and other charges are as set forth in the Schedule of Fees, Charges, Bonds and Insurance.

XII. REVISIONS

The obligations of the City as herein set forth may, from time to time, be modified by the Birmingham City Commission.

- October 18, 1971 Resolution No. 1434-71
- February 13, 1984 Resolution No. 02-97-84
- February 23, 2009 Resolution No. 02-52-09
- December 17, 2012 Resolution No. 12-356-12
- August 10, 2015 Resolution No. 08-174-15
- March 27, 2017 Resolution No. 03-82-17 (and confirmed by Greenwood Cemetery Advisory Board on May 5, 2017).
- January 14, 2019 Resolution No. 01-011-19

ATTACHMENT F – GREENWOOD CEMETERY FEE SCHEDULE
For Greenwood Cemetery Professional Management Services

Greenwood Cemetery (126-26)	Existing Fees
Grave space accommodating one full burial or three cremations	\$ 3,000.00
Additional Rights of Burial for cremated remains, each	\$ 750.00
Grave space accommodating two cremated remains	2,000.00
Grave space accommodating one cremated remains	1,000.00
Administrative fee for transfer of grave ownership	\$ 150.00
Interment and disinterment fees:	
Cremation	\$ 750.00
Full Burial	\$ 1,200.00
Foundation charges for markers & monuments:	
Foundation Installment - per linear foot	\$ 125.00
Marker or monument resets:	
Foundation installation charge as per above schedule, plus an hourly charge for removal of old foundation	
Weekend, holiday, and overtime interments. This fee in addition to the normal interment fee charged during regular working hours.	\$ 400.00

**GREENWOOD CEMETERY ADVISORY BOARD
MEETING MINUTES
WEDNESDAY, APRIL 15, 2020 AT 12:00 NOON
VIRTUAL MEETING**

I. CALL TO ORDER

Darlene Gehringer, Chairperson, called the meeting to order at 12:00 noon.

II. ROLL CALL

Present: Darlene Gehringer, Chairperson
Linda Buchanan, Vice Chairperson
Linda Peterson
Laura Schreiner
Margaret Suter
George Stern

Absent: Kevin Desmond

Administration: Assistant City Manager Gunter, Assistant to the City Manager Gallagher, DPS Director Wood, Parks and Recreation Manager Laird, Acting City Clerk Arft, and City Clerk Designee Bingham

III. APPROVAL OF MINUTES

A. APPROVAL OF MEETING MINUTES OF MARCH 6, 2020

MOTION: Motion by Member Suter, seconded by Member Schreiner:
To approve the minutes as corrected.

ROLL CALL VOTE: Ayes, Member Suter
Member Schreiner
Chairman Gehringer
Vice Chair Buchanan
Member Peterson
Member Stern
Absent, Member Desmond

IV. NEW BUSINESS

A. CEMETERY SERVICE PROVIDER CONTRACT

Assistant City Manager Gunter presented this item.

- At the March 6, 2020 meeting, alternatives to the existing contract were discussed at length.
- The GCAB agreed to review the options and reconvene in April to make a final recommendation for submission to the City Commission.

Member Peterson noted:

- The six-month trial period on the existing contract terminates on May 6, 2020.
- Ms. Arcome, dba Creative Collaborations, LLC, agreed to the trial period to help the City retain continuity in cemetery operations.

-
- She is in support of extending the service provider's contract.

Member Peterson asked:

- What is the length of the proposed contract
- Would there be an increase in the cost of the contract if renewed.

Assistant City Manager Gunter replied:

- The initial agreement was for a term of six months.
- The proposed amendment to the contract would be a one-year agreement to renew annually.
- The termination provisions would be the same.
- If a more viable solution is discovered in the future, the City has the flexibility to move forward with that solution.
- The cost of the contract did not change.

Member Stern expressed:

- He had three pages of notes relative to Assistant City Manager Gunter's memorandum in the agenda packet.
- He has 35 years' experience in the cemetery business and it is dear to his heart.
- Concern for the City Manager as a member of the Rotary Club and a future candidate for the Office of the Presidency, and in keeping his current position if he recommends the proposed contract to the City Commission.
- He would be willing to send Ms. Gunter his notes to save her from trying to transcribe them.
- That he has not seen a concise financial report since the first quarter of 2019 and feels that he has been left out of cemetery financial reporting for a year. In prior years, he remembered good quarterly reports.
- Concern over the City's practice of collecting cash and that it should be brought to the attention of the auditors.
- He asked if sales proceeds had been deposited into the perpetual care fund.
- The report before him lacks detail for anyone to make an evaluation and he wonders if the GCAB is being hoodwinked.
- The vendor invoices should be shared with the GCAB to have an understanding of what is being paid out.

Assistant City Manager Gunter:

- Requested time to speak from the Chair to address some of the statements made by Mr. Stern.
 - With respect to quarterly statements, she went on to state that the task of Creative Collaborations, LLC is to provide the City with information and the City in turn provides that information in report form to this board.
 - With respect to an auditor's opinion on the City's practice of collecting cash, there have been no questions in the past on how current practices have worked in other operations. She went on to say if it were the will of the GCAB, she would pursue an opinion from the auditors, just to not have this conversation again moving forward.
 - Relative to the perpetual care fund, in terms of being a burden on the City's budget, it is the goal of the City to have it 100% funded; thereby applying sales
-

proceeds to this account to relieve the burden for future years. The City Manager supports this practice, and it is the most prudent preference for the City at this time.

- Lastly, relative to alleged inflated cost, the rates are set by the City and the invoices that the Assistant City Manager approves are consistent with the rate sheets.

Member Stern continued with his analysis of the suggested resolution:

- He thanked Assistant City Manager Gunter for her comments and expressed that they reinforced his point that the advisory board must make sure the invoices are accurate.
- Creative Collaborations, LLC coordinates with DPS and the monument company who in turn coordinates with other contractors; so he asked how ~~does~~ that translates into managing, and are work orders created.
- If Creative Collaborations, LLC practices GAP accounting, he would like to see the reports supporting the practice.
- Clerical estimates are inflated and again, the reports are unacceptable. In addition, the burial statistics identified in the report are identical to national statistics.

Assistant City Manager clarified that in addition to coordinating the grounds maintenance and monument services, Creative Collaborations, LLC oversee the activities.

Chairperson Gehringer called for a point of order to interrupt Member Stern and move forward with the agenda.

Vice Chair Buchanan pointed out that the cost of burials and cremations are paid by the bereaved families and passed on to the contractors.

Chairperson Gehringer called on DPS Director [WoodsWood](#) for a synopsis of her comments from the last meeting with respect to the labor burden for DPS to take on this new business.

DPS Director [WoodsWood](#) obliged the board and reiterated that she does not have the staff to support cemetery operations. Prevailing wages for staff would be the critical component.

Chairperson Gehringer led a discussion on automatic annual renewal versus annual renewal of the service contract.

Member Suter expressed that she would like to be sure that reports are submitted timely to the GCAB so that everyone could stay informed. She supports annual renewals based on contractor performance.

Member Peterson reminded everyone that she remembers receiving quarterly reports listing services performed, cost of those services, and profits gained. She went on to say that the reporting was very thorough.

Acting Clerk Arft confirmed that there was a lag in providing reports to this board during the past year due to the staffing shortage in the clerk’s office and election cycle demands. She went on to say that reporting would resume soon; and would be based on the information received from Creative Collaboration, LLC.

Member Stern commented that the last report was in the first quarter of 2019.

DPS Director Wood requested a “go back” adding that staffing for weekend burials would require overtime hours.

Member Stern pointed out that burials are not generally performed on Sunday or legal holidays unless approved by the commission, and they would incur additional costs.

Chairperson Gehringer asked for a motion.

Vice Chair Buchanan asked if the board was proposing to change the language in the suggested recommendation.

Assistant City Manager Gunter offered to provide the rationale for the automatic annual renewal language.

Chairperson Gehringer expressed that Assistant City Manager Gunter could just take out the word automatic.

Assistant City Manager Gunter agreed.

MOTION: Motion by Vice Chair Buchanan, seconded by Member Peterson: To recommend that the City Commission authorize the amended contract agreement with Creative Collaborations, LLC to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed \$45,600, which will be paid from account #101-215.000-811.0000.

ROLL CALL VOTE:	Ayes,	Vice Chair Buchanan Member Peterson Chairperson Gehringer Member Schreiner Member Suter
	Nay,	Member Stern
	Absent,	Member Desmond

UNFINISHED BUSINESS

Items under Unfinished Business will be presented as a status update to the Board and may not require action at this time.

None

VI. FINANCIAL REPORT

None

II. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

VIII. BOARD COMMENTS

Chairperson Gehringer thanked the board for the many constructive comments and for the individual participation. She noted that this was the first Zoom conference that she had participated in and it was a good experience.

IX. ADJOURN

Chairperson Gehringer adjourned the meeting at 1:00 p.m.



MEMORANDUM

City Manager's Office

DATE: March 18, 2021
TO: City Commission
FROM: Thomas M. Markus, City Manager
SUBJECT: Haig Communication

RECCOMENDATION:

The City Manager has reviewed the communication and recommends that the Commission consider this item under Commission Items for Future Discussion.



Alex Bingham <abingham@bhamgov.org>

Request to discuss streets issues at an upcoming City Commission meeting

A H Public email <ahjunkah@gmail.com>

Tue, Mar 9, 2021 at 5:37 PM

To: Pierre Boutros <pboutros@bhamgov.org>, abingham@bhamgov.org, Brad Host <bhost@bhamgov.org>, Racky Hoff <rhoff@bhamgov.org>, Stuart Sherman <sshernan@bhamgov.org>, Mark Nickita <mnickita@bhamgov.org>, Therese Longe <tlonge@bhamgov.org>, Clinton Baller <cballer@bhamgov.org>, Jana Ecker <Jecker@bhamgov.org>, Markus Tom <tmarkus@bhamgov.org>, lwood@bhamgov.org, Bruce Johnson <Bjohnson@bhamgov.org>

Dear all, I would like to use this as a formal request to discuss the streets and damage to them at a future Commission meeting in the near future with the attached packet being inserted into the agenda as a scheduled item for review.

I have been working on this for some time, as is evident by the chronology in the package and I am sending it today because I saw something going on in the street early today. Lots of noise and lights at 6.00 am (I start work very early so I am up and eating breakfast by 6), I went to see what was going on & saw the Channel 7 news truck in the street filming at the exact spot I have been writing this package about. This was rather interesting as I had no idea that they had any information about our issues here let alone that they were coming to film anything. I found their news segment from this morning on the WXYZ website and watched it with rather a lot of interest.

link:

<https://www.wxyz.com/getting-around-metro-detroit/checking-out-some-of-the-worst-roads-in-birmingham>

That prompted me to send it today as apparently this is a topic that has bothered someone else so much that it obviously has been brought to your attention already so here is what I have been looking at. Most of this package is a photo diary of the degradation of the street and the causes of the destruction. I did not have the opportunity to photograph every single instance of damage, but the data pretty much speaks clearly and loudly for itself.

Please can this also be shared with the Unimproved Streets members, as I do not readily have all their contact info, as it is pertinent to that board & its scope/final report.

There are points in my presentation that I wish to discuss as discrete items - specifically types of permitted vehicles and equipment within the city (soft wheel/rubber track only) and the road damage deposit proposal and not have them linked together.

Personally I have zero interest in having another assessment for a Cape seal on Banbury as it will just continue to be destroyed by developers, I want to refer back to a different proposal I brought to you last year to limit the number of developments within any given radius to reduce the amount of traffic at any given timeframe before we even look at repair or replacement of any roads, anywhere within the City limits. This is because any repair or replacement during this phase of extreme construction overcramping in the residential neighborhoods will only drive cost onto the residents and then the repair costs onto us a 2nd time when all upgraded infrastructure fails to meet the original expected life due to incorrect road load use.

Yours,

Andrew Haig



3-2021 Streets damage & payment proposal.pdf

1606K

Builder and developer streets damage.
Issues, costs, remedial action & payment
proposal

Andrew Haig. 3/8/2021

Streets damage issue due to developers and types of equipment used

- Banbury Street is a microcosm case study of many things that are wrong with our City & it's processes that are really not significantly wrong or difficult to rectify.
- Current case point – street damage due to Developers.

- Many posts on Social Media have shown the distress of many residents throughout the city due to developers and noise, interruptions etc. The one factor that has not been very seriously addressed is street damage.
- Developers by the nature of the work, need to bring in heavy equipment.
- No streets in Birmingham, other than main roads such as Maple, or Old Woodward, are designed for consistent ultra heavy and significant daily traffic – in fact certain streets such as South Eton specifically post that these types of traffic are not allowed access.
- In addition, Developers do not appear to care about the type of equipment brought into the city. Many are using steel tracked excavating equipment that is utterly destructive to roads, easements, curbs etc. (this particular case has already been reported to Bruce Johnston a couple of months ago).
- Utility companies, on the other hand have noted this issue many years ago and every single tracked or heavy equipment used by DTE, Consumers etc. is a soft wheel or rubber tracked machine, which cause significantly lower levels of damage to City and residents infrastructure.

A study in pictures of street damage by 1 single Developer

- December 2020. Banbury Street
- Photo diary did not start until December to show the street condition prior to December.
- Note Excavator in both pictures.
- Diesel spill is not visible in these pictures.
- 1st picture shows the damage from the steel tracks (notified to Bruce Johnston).
- 2nd picture shows the overall condition of the already damaged unimproved street
- Track damage data shared with Bruce Johnston.



December 2020 continued

- Diesel spill not very visible in water.
- Shows easement area, intact curbs, undemolished house and some more of the currently intact street surface
- Developer name intentionally obscured



December 2020 – Semi trucks

- Semi trucks lined up, parked down the street, waiting to be loaded with mixed house debris (wood, siding, roofing material and concrete) and excavated soil.
- Street was blocked in this manner for 2+ days.
- Reminder of MI truck loading laws, not including Spring seasonal loading constraints:
- https://www.michigan.gov/documents/Loads_dim_87014_7.pdf
- Highlighting from author to show relevant axle loads on a Semi truck with tandem tractor axles & triple trailer axles



TABLE OF MAXIMUM ALLOWABLE GROSS AXLE LOADINGS				
Spacings Between Axles	Normal Loadings When Seasonal Load Limitations Are Not In Force (Speed Limit 55 MPH)		Seasonal Load Limitations (Speed Limit 35 MPH)	
	Vehicles Exceeding 80,000 lbs. Gross Weight	† Vehicles 80,000 lbs. Or Under Gross Weight	Rigid	Flexible
9 feet or over	18,000 lbs.	20,000 lbs.	13,500 lbs.	11,700 lbs.
More than 3 ½ feet but, less than 9 feet	13,000 lbs.	13,000 lbs.	9,750 lbs.	8,450 lbs.
When part of a tandem axle assembly	*16,000 lbs.	34,000 lbs. on tandem	**12,000 lbs.	***10,400 lbs.
When less than 3 ½ feet	9,000 lbs.	9,000 lbs.	6,750 lbs.	5,850 lbs.
Maximum load on any wheel shall not exceed: (lbs. per inch of tire width)	700 lbs.	700 lbs.	525 lbs.	450 lbs.

† Gross vehicle weight may not exceed 80,000 lbs. and the following: An overall gross weight on a group of 2 or more consecutive

January 14th 2021

- Simultaneous emergency sewer replacement while house deconstruction ongoing – note same excavator in RHS of picture and Semi truck in the background



Social media pictures January 2021

- Photos as posted to Nextdoor.com by a resident of Banbury Street who was blocked in repeatedly by construction & who also lives directly in front of the destroyed street.
- Taken from her front room window.



February 9th 2021

- Screen grab from a video of multiple Semi trucks lined up & waiting to load excavated soil – this was an all day event with trucks blocking the intersection of Taunton & Banbury.
- Mail truck was blocked.
- Same issue on February 11th with Garbage trucks being blocked.



March 1st 2021

- Street condition showing pot holes, destroyed curb, gravel covered easement that is not contained & spilling into the street, damaged sidewalk not obvious from photo.
- Sidewalk damage not shown here, but is visible in person.



March 7th 2021

- Drier street. Shows a shredded vehicle tire found in the middle of the street from an overnight driver.
- Gravel patch on easement (LHS) in photo shows relative location of blown out & shredded tire to the significant street damage

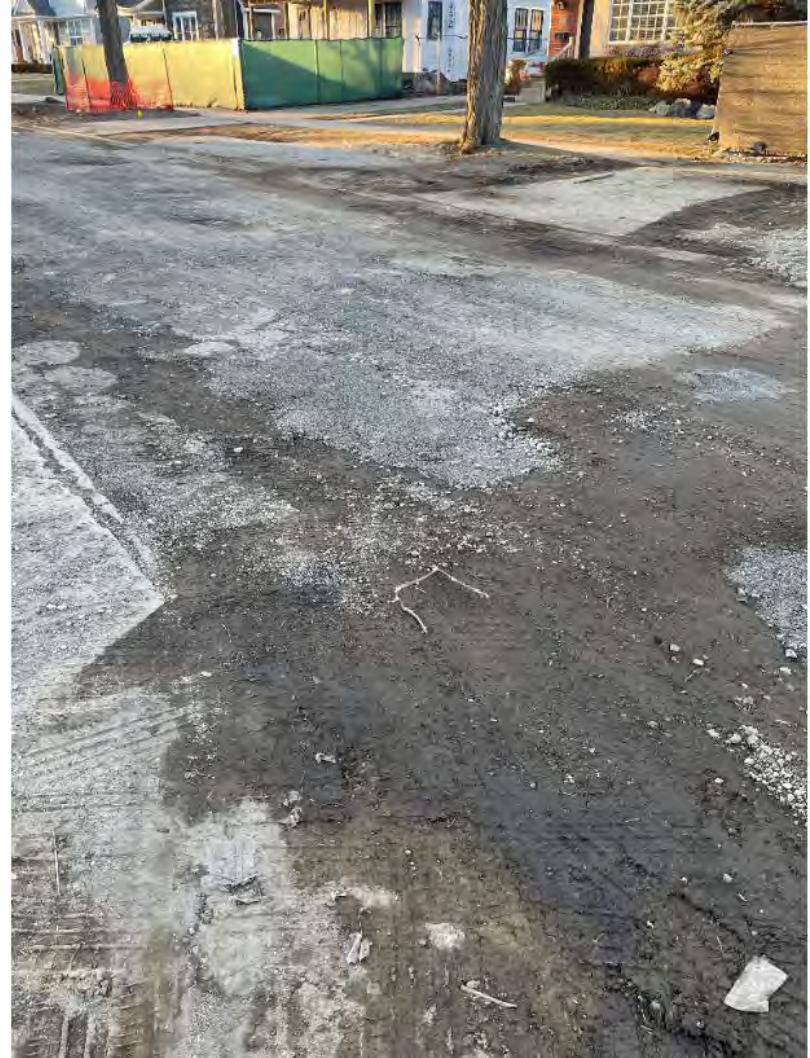


March 7th 2021 continued

- Same view of the same street that was originally shown to be intact in December 2020.
- Street surface has been utterly destroyed, all road integrity is lost, street has truly reverted back to loose gravel road.
- Damage to easement and loose spill from rocks from construction site still present.
- Blown shredded tire now visible on the edge of the 2nd driveway on the LHS of photo where it was removed from the roadway for safety.



March 7th 2021 continued



Summary

- Situation summary:
 - Pictures tell 1,000 words.
 - The preceding pictures show the visible destruction of an unimproved street mostly by one single Developer as the majority of the damage is directly in front of that construction site.
 - The residents left behind are also left with the invoice for repairing the street with tax dues for road patches until the assessment for an unimproved street is levied for full street repair.
 - Residents are left with a road so utterly destroyed, it causes damage to their private vehicles through no fault of their own – see blown tire picture from this week.
 - Developers continue to destroy the city around them as they build with no significant consequences for inconsiderate or damaging actions.
 - This particular developer has now built a track record of non compliance with Builders behavior codes as well as significantly detracted from the quality of life of all surrounding residents – as one single point example. Others exist throughout the City.

Proposal

- Per page 34 of the Unimproved streets report it indicates that a high cost repair of a city street = \$1,600,000 per mile. This is the assumed baseline for a full depth tear out of any road and replacement with a new one, including curbs, not including any sub surface infrastructure.
- Cost = ~\$304 per linear foot assuming full road width.
- Proposal:
 - All developers in the City of Birmingham shall pay a cash deposit into an accrual account equivalent to \$304 per linear foot (2021CY values, adjusted annually for inflation, labor & material cost increases) of roadway for the entire road width and length of any property being remodeled, developed, rebuilt etc. E.g. 45 foot lot width = $\$304 \times 45 = \$13,680$ deposit. Corner lots to be handled in the same manner as Unimproved streets assessments.
 - Deposit will be a cash amount, not a bond or insurance policy, actual deposit of funds and the complete deposit of said funds will be the final hurdle to a building start permit. If a Developer cannot afford this deposit, they should not be issued a permit to build.
 - The road condition of the entire street: road surface, curbs and easements, will be photographically documented with any and all existing conditions noted in a written report that will be required to be signed by the developer and the City.
 - Cash will be held by the City until all work is complete on the site and a C of A is issued by final inspection.
 - Upon completion of the C of A and all equipment has been removed from the site, the street will be reassessed, compared to the original report, any intermediate road patches, repairs or other remedial work also noted and a damage report will be issued.
 - The damage report will indicate the amount of work & cost to bring the road, curbs and easements back up to the original condition at the start of the report. This amount will then be deducted from the cash deposit provided to the city at the start of the project. If the damage assessment exceeds the amount held as a security deposit, the balance will be assessed against the property as Lien if not paid immediately.
 - Any remaining balance of security deposit to be returned to the Developer, with no interest to be paid upon said deposit.
 - All funds accrued in this manner are to be sent to a specific Roads replacement fund to be set up as a specific Capital Project fund to support both the Unimproved and Improved Streets repair & replacement projects throughout the City.
- Residents are NOT to be left to pay for and clean up the mess left behind by any Builder or Developer within the City boundaries. It is also not the responsibility of the new homeowners moving into the city to pay for the damage caused in building their new homes.
- To permit Developers to continue to take advantage of the City – as was astutely noted by Commissioner Sherman early in 2020 when Covid relief measures discussions were held including items such as water bill payments by Developers, some of whom already use the “Bank of the City of Birmingham” as it is cheaper than their construction loan interest, is a totally unacceptable situation to allow to continue.

Title

- Words

2. Medium Cost per Mile

Street rehabilitation at a medium level of cost per mile can fall into several subcategories.

- a. *Major Street Resurfacing* – There are currently several major street segments planned for resurfacing. Minimal underground improvements are planned, but the asphalt surface is in need of replacement. Asphalt work will tend to be at least 2 inches of asphalt removal and replacement. Traffic management on these streets require additional effort. Several of the currently planned projects will be completed with funding from outside sources, such as federal, county, or adjoining jurisdiction. The cost per mile shown reflects the entire expenditure.
- b. *Local Street Rehabilitation* - Many pavements built in the 1950's and 1960's are in need of water main replacements, and in some cases, sewer work. The curb and gutter systems are in relatively good condition, but the driving surface is poor to marginal. Since utility work is needed, the pavement can be removed, while the curb and gutter system is saved. This then saves the cost of drive approach and lawn replacements, and simplifies construction. Since the curb and gutter system is not being replaced, a lower cost asphalt pavement is justified. With its shorter service life, the entire street will age at a more consistent level.
- c. *Unimproved Street Utility Improvements* – As noted before, utility improvements on unimproved streets have not been prioritized, given the difficult task of attempting to completely rebuild a gravel street that has no drainage system. Unimproved streets that have curbs do not have this issue. Water and sewer improvements can be completed with the curbs left intact, and a new cape seal surface can be installed at a lower cost. Two neighborhoods are identified with such work in the near future, including the northwest corner of the city, where water mains and storm sewer work is planned on streets such as Westwood Dr. and N. Glenhurst Dr., as well as water main replacement on Arlington Rd. and Shirley Dr.

Sample estimated costs per mile:

2.a.	Cranbrook Rd. (Maple Rd. to 14 Mile Rd.) =	\$1,600,000 per mile ¹
2.b.	Bowers St. (Hazel St. to Columbia Ave.) =	\$1,830,000 per mile
2.c.	Arlington Rd. (Maple Rd. to Lincoln Ave.) =	\$ 140,000 per mile ²

Material for consideration in the upcoming Short Term Rental workshop

2 messages

A H Public email <ahjunkah@gmail.com>

Mon, Apr 19, 2021 at 8:19 PM

To: Alex Bingham <abingham@bhamgov.org>

Cc: Racky Hoff <rhoff@bhamgov.org>, Mark Nickita <mnickita@bhamgov.org>, Stuart Sherman <ssherman@bhamgov.org>, Brad Host <bhost@bhamgov.org>, Therese Longe <tlonge@bhamgov.org>, Pierre Boutros <pboutros@bhamgov.org>, Clinton Baller <cballer@bhamgov.org>, Markus Tom <tmarkus@bhamgov.org>

Alex, please can this be added to the Agenda packet as some form of Resident comment? Along with a copy of the attached document?

The City of Ferndale City Council meeting of March 22 2021 recently had a vote for an amendment to their city code for STR codes.

The vote was unanimously carried.

City meeting minutes link:

<https://www.ferndalemi.gov/council-meetings>

The agenda item:

https://ferndalemi.granicus.com/AgendaViewer.php?view_id=1&clip_id=802

Minutes:

https://ferndalemi.granicus.com/MinutesViewer.php?view_id=1&clip_id=802&doc_id=43444559-963d-11eb-8549-0050569183fa

Specific ordinance adopted:

https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/862803/Short-term_rental_licensing_ordinance__2021.03.11_clean__003_.pdf

(attached for reference). This is a very specific and detailed ordinance that indicates a large amount of work has been performed, and considering the punitive measures it specifies, they have received significant Legal counsel on what is a reasonable set of measures to take.

Please can we take some consideration into the fact that a nearby city in our same County, has already done significant work on this subject as they have a notable number of rental properties in their city as well, not to mention they also have a dedicated rental enforcement office with some resources that are documented online for both Landlords and Tenants:

<https://www.ferndalemi.gov/services/rental-services>

Thanks in advance,

Andrew Haig.

 **Short-term_rental_licensing_ordinance__2021.03.11_clean__003_.pdf**
26K

Tom Markus <tmarkus@bhamgov.org>

Tue, Apr 20, 2021 at 8:59 AM

To: Alex Bingham <abingham@bhamgov.org>

You can list it as a communication

[Quoted text hidden]

 **Short-term_rental_licensing_ordinance__2021.03.11_clean__003_.pdf**
26K

ORDINANCE NO. _____

CITY OF FERNDALE
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND CHAPTER 7, BUSINESS REGULATIONS AND LICENSES GENERALLY, OF THE FERNDALE CITY CODE, ARTICLE VII, PUBLIC LODGING HOUSES AND MULTIPLE DWELLINGS TO ADD DIVISION 3. SHORT TERM RENTAL LICENSING.

THE CITY OF FERNDALE ORDAINS:

Part I. The City of Ferndale Code of Ordinances is amended to add Division 3. Short Term Rental Licensing to Chapter 7, Business Regulations and Licenses Generally, Article VII, Public Lodging Houses and Multiple Dwellings, as follows:

DIVISION 3. SHORT TERM RENTAL LICENSING

Sec. 7-153. Purpose.

It is the purpose and intent of this ordinance to regulate short-term rentals within the City of Ferndale to continue to allow use of short-term rental units, but seek to mitigate possible adverse impacts to the health, safety, welfare, and quality of life of surrounding properties and environmental quality, through establishment of a licensing program for the review, approval, and regulation of short term rental unit operations.

Sec. 7-154. Definitions.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application.

Bedroom. An area in a dwelling that is either (A) a room designed or used for sleeping; or (B) a room or area of a dwelling that has a minimum floor area of 70 square feet and every bedroom occupied by more than one person shall contain an additional 50 square feet of floor area as determined in the International Property Maintenance Code, adopted by the City, as amended. Architectural features that affect the use as a bedroom under this item may be considered in making the bedroom determination. No bedroom shall be allowed in any accessory building for calculating the overnight occupancy of a Short-Term Rental Unit except as provided by special land use approval.

Block. The abutting properties on one side of a street and lying between the two nearest cross streets, or between one intersecting street and a railroad right-of-way, or any other barrier

to the continuity of development.

Home exchange or house swap. A form of lodging in which two parties agree to offer each others home, unit, apartment, condominium, or similar residential building for a set period of time. No monetary exchange takes place, it is a form of barter and is not included in the definition of Short Term Rental Unit.

Property or Lot of Record. A lot in existence at the time of adoption of the ordinance, the dimensions of which are shown on a subdivision plat of land recorded in the Office of the Register of Deeds for Oakland County, or a lot or parcel described by metes and bounds, the accuracy of which is attested to by a professional engineer or registered surveyor, so designated by the State of Michigan, and said description recorded with the Register of Deeds for Oakland County.

Non-Residential Short Term Rental Unit. Any home, unit, apartment, condominium, or similar residential building used for a Short Term Rental Unit that is not the Owner's principal residence.

Owner. The property owner of record of the property, unit, or Lot of Record located in City of Ferndale, Michigan.

Owner's Authorized Agent. A person who has written designation to act on behalf of the owner regarding the property, unit, or Lot of Record.

Residential Short Term Rental Unit. Any home, unit, apartment, condominium, or similar residential building used for a Short Term Rental Unit that is the Owner's principal residence.

Short Term Rental Unit. Any home, unit, apartment, condominium, or similar residential building, advertised as, or held out to be, a place where a bedroom is offered to the public on a nightly, weekly, or for less than a 30-day time period and is not a bed and breakfast, hotel, motel, or public lodging house.

Sec. 7-155. Annual license required.

(1) No Short Term Rental Unit may be advertised, operated, or offered to the public without a valid Short-Term Rental Unit license issued pursuant to this ordinance.

(2) All new Short Term Rental Units in operation and/or being offered or advertised to the public as of the enactment date of this ordinance shall obtain a license from the City within ninety (90) days of the effective date of this ordinance.

(3) A separate Short Term Rental Unit license is required for each property, unit, or Lot of Record that has a Short Term Rental Unit offered to the public.

(4) All Short Term Rental Unit licenses are issued on an annual license and shall be renewed each year. License renewal applications for rental operations in the following year must be

submitted prior to any rental activity of any Short Term Rental Unit.

(5) The Owner or Owner's Authorized Agent shall permit access to the property, unit, or Lot of Record and all units at any reasonable time for the purpose of inspection prior to issuance of a Short Term Rental Unit license upon request of the City's authorized representative.

Sec. 7-156. License application requirements.

(1) The following information shall be provided within the Short Term Rental Unit license application:

- a. The name, mailing address, email address and telephone number of the Owner of the Short Term Rental Unit for which the license is to be issued.
- b. Physical address and parcel identification number of the Short Term Rental Unit.
- c. The name, address, telephone number and email address of the Owner's Authorized agent for the Short Term Rental Unit who is available 24 hours a day.
- d. A copy of the principal residence exemption affidavit from the Owner or similar evidence that the home, unit, apartment, condominium or similar residential building to be used as a Residential Short Term Rental Unit is the Owner's principal residence.
- e. All other information that is requested on the Short-Term Rental Unit License Application.
- f. No application for initial or renewal license will be accepted if there are past due property taxes, water bills, or any other debts owing to the City on the property described in the license application.

(2) Once the application is received along with any supplemental information and payment of fee, the City's CED Department shall issue or deny the license within sixty (60) days during which time the City may contact the Owner or Owner's Authorized Agent for additional information and may inspect the proposed Short Term Rental Unit for compliance with the ordinance requirements. If the permit is denied, a letter will accompany the denial explaining the reasons for the denial, and the Owner or Owner's Authorized Agent may reapply once the conditions surrounding the application denial are corrected or may file a written appeal with the City Manager within ten (10) days, who shall review the application material and affirm or reverse the appeal within thirty (30) days.

Sec. 7-157. General requirements.

(1) Septic/Solid Waste.

- a. The Short Term Rental Unit must be connected to the City's water and sanitary

sewer system.

b. Disposal of solid waste must be disposed of consistent with the City's garbage and refuse ordinance. Garbage, refuse, or recycling shall be stored completely within designated refuse containers. The Owner or Owner's authorized agent of the Short Term Rental Unit shall provide sufficient trash storage containers and service to accommodate the demand of the occupants. Owner shall be responsible for placement and retrieval of garbage and refuse containers consistent with City's waste removal schedule.

(2) Occupancy.

a. The overnight occupancy of a Short Term Rental Unit shall be limited to no more than one (1) person per bedroom unless such bedroom has not less than 120 square feet as determined in the International Property Maintenance Code in which case the occupancy shall be limited to no more than two (2) people per bedroom. The total overnight occupancy of a Short-Term Rental Unit shall not exceed eight (8) people.

b. The occupancy of a Short Term Rental Unit shall, at no time, exceed the occupancy limit for the home, unit, apartment, condominium or similar residential building provided for in the Residential Building Code, as adopted by the City.

c. Parking of recreational vehicles, tents, RV's, are prohibited at Short Term Rental Units.

d. Licensee shall not advertise any Short Term Rental Unit as containing any more than the number of bedrooms identified on the license.

e. Licensee shall not advertise a Short Term Rental Unit as available to more guests than the occupancy limit identified on the license.

(3) Noise. Information regarding the City's noise ordinance shall be provided in writing to occupants and the Owner and Owner's authorized agent of the Short Term Rental Unit shall inform occupants of noise requirements and provide a copy or reference to City's noise ordinance.

(4) Parking. Parking shall not restrict access by emergency vehicles or the traveling public and shall not impede any ingress or egress on any street, alley or highway. In addition, parking shall not encroach on any neighboring properties.

(5) Property Contact Information. The Owner or the Owner's Authorized Agent shall keep on file and shall notify each occupant, in writing, of the contact information for the Owner or Owner's Authorized Agent who shall be available 24 hours a day, seven (7) days a week, whenever a Short Term Rental Unit is being rented, with a copy to the City. The Owner or the Owner's Authorized Agent shall respond to an occupant regarding any issue or complaint raised within one (1) hour of any such point of contact or call from occupant. The Owner or the Owner's Authorized Agent shall post a copy of the Short Term Rental Unit license in a conspicuous place within the Short Term

Rental Unit.

(6) License Fees. License fees shall be established by the City Council by Resolution for Residential Short Term Rental Units and Non-Residential Short Term Rental Units. A Short Term Rental Unit that obtains a license required under this ordinance that does not actually let or rent out such Short Term Rental Unit for more than fourteen (14) days in the calendar year shall be eligible, upon proof of such utilization to the City, for a refund of a portion of its license fee in an amount established by City Council by Resolution.

(7) License Transfer. The Short Term Rental Unit license shall not be transferrable upon any change in ownership of the licensed property.

(8) The Short Term Rental Unit shall be subject to the International Property Maintenance Code adopted by the City, as amended.

(9) The Short Term Rental Unit owner or the owner's authorized agent shall maintain a record of the name, mailing address, e-mail address and telephone number of the principal renter of any Short Term Rental Unit for one (1) year from the occupancy.

(10) The Short Term Rental Unit shall be subject to the City's sign ordinance.

(10) Occupants of Short Term Rental Units are subject to all City codes and ordinances regulating the use of residential property.

Sec. 7-158. Density Limitations.

Residential Short Term Rental Units shall be permitted in all residential zoned districts as identified on City of Ferndale Zoning Map. In order to preserve the essential character of residential zoned districts in the City, Non Residential Short Term Rental Units shall be limited to no more than ten (10) percent of the total number of single family, duplex, multi-family units on a block in residential zoned districts in the City. Non Residential Short Term Rental Units in existence as of the effective date of this ordinance and where such Non Residential Short Term Rental Units obtain a license from the City within ninety (90) days of the effective date of this ordinance shall be considered in existence for the purposes of deriving non-conforming rights to remain as Non Residential Short Term Rental Units notwithstanding the density provision of this section to the extent such Non Residential Short Term Rental Units remain licensed with the City.

Sec. 7-159. Enforcement.

(1) The City may investigate complaints and alleged violations of this ordinance and will follow up with the Owner or Owner's Authorized Agents and persons making a complaint within a reasonable period of time. The Owner or Owner's Authorized Agent shall respond to any substantiated complaints/violations as directed by the City or its employees or agents. All substantiated complaints/violations not resolved may result in enforcement action as provided below.

(2) If three (3) substantiated complaints/violations have occurred at a Short Term Rental Unit within one calendar year, then the license is subject to revocation as determined by the Ferndale City Manager. A Short Term Rental Unit license may be denied, suspended, or revoked by the City Manager under the provisions of the City’s “administrative hearings” ordinance, being section 7-341 through 348 of the Ferndale Code of Ordinances with such action to be initiated by the City Manager but with required notices to be provided by the City Clerk, as provided in the City’s “administrative hearings” ordinance.

(3) The intentional false reporting of a violation of this ordinance shall be considered a separate violation of this ordinance with a fine of \$100 for a first offense.

(4) Any Owner or Owner’s Authorized Agent who fails to comply with a directive of the City as provided in paragraph 1 or who violates, disobeys, omits, neglects, refuses to comply with, or who resists enforcement of any of the provisions of this ordinance shall be deemed responsible for a civil infraction, punishable by a first offense of \$100.00, second offense \$200.00 and a third offense or subsequent offense within one calendar year shall be considered a misdemeanor, punishable by a fine in an amount not to exceed \$500.00 or imprisonment for a term not to exceed 90 days, or both. Each day on which a violation of any chapter, provision or section subject to this chapter shall continue shall constitute a separate offense and may be punishable as a separate offense.

(5) Any license revoked under this section shall not be reissued for a period of 1 year from the date of revocation subject to the City’s “administrative hearings” ordinance, being section 7-341 through 348 of the Ferndale Code of Ordinances.

Part II. Savings Clause.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law enforced when they are commenced.

Part III. Severability.

The various parts, sections and clauses of this ordinance are declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

Part IV. Repeal.

All regulatory provisions contained in other City ordinances which are inconsistent with the provisions of this ordinance, are repealed.

Part V. Effective Date; Publication.

This ordinance shall become effective upon publication of a notice in a newspaper circulated in the City, stating the date of the enactment and the effective date of the ordinance, a brief notice as to the subject matter of this ordinance, and such other facts as the city clerk shall

deem pertinent and that a copy of the ordinance is available for public use and inspection at the office of the city clerk.

MADE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FERNDALE,
OAKLAND COUNTY, MICHIGAN, THIS ___ DAY OF _____, 2021.

MELANIE PIANA, MAYOR

MARNE MCGRATH, CITY CLERK

Date of Adoption: _____

Date of Publication: _____

CERTIFICATE OF ADOPTION

I certify that the foregoing is a true and complete copy of the ordinance passed at a meeting of the
Ferndale City Council held on the ___ day of _____, 2021.

MARNE MCGRATH, CITY CLERK

CITY OF FERNDALE
NOTICE OF ADOPTION
ORDINANCE _____

The City of Ferndale has adopted Ordinance No. _____, amending Chapter 7, Business Regulations and Licenses Generally, Article VII, Public Lodging Houses and Multiple Dwellings to add Division 3. Short-Term Rental Licensing, of the City of Ferndale. This ordinance shall be effective upon publication. A true copy of the ordinance may be inspected or obtained at the office of the City Clerk to the Code of Ordinances of the City of Ferndale.

MARNE MCGRATH, CITY CLERK



CITY MANAGER'S REPORT

April 2021

Baldwin Public Library

The Library remains open for Grab and Go service. Curbside Pickup and Grab & Go services are both available seven days per week and virtual programs for all ages are ongoing. H Jennings has started as Baldwin's new Head of Adult Services. She has worked in the Adult Services department since 2016. Librarian Mick Howey has been promoted to a full-time librarian in the Adult Services Department. The Library is currently in the process of hiring a part-time Adult Services Librarian and a full-time Network Administrator. Director Rebekah Craft recently completed a six-week course with the Library of Michigan called "Surviving and Thriving as a New Library Director," facilitated by consultant Maxine Bleiweis. At the Library Board meeting on April 19, resident David Bloom submitted a request for a public art project, entitled "Zip US Up," to be displayed along the top edge of the north, east, and south sides of the Youth Room.

The Birmingham Museum

Beginning in May, the museum will be featuring free "Porch Pop Up" exhibits every Friday from 1 to 4 p.m. on the Allen House front porch. This pedestrian-friendly format will offer a different set of artifacts each week to connect Birmingham's past with its present using a monthly theme. Museum staff will be on hand to discuss the objects and answer questions. Masks are required and social distancing, sanitizing, and public health safety guidelines will be strictly followed.

May's theme will be "The Museum's Changing Landscape," which will feature historical information about the buildings and site as well as our planned landscape restoration, which will begin this spring. Museum Board members will also be on site in May during the pop ups to greet the public and discuss current and future projects on the museum grounds.

Birmingham Shopping District

The Birmingham Shopping District is proud to announce the launch of a new, more user friendly, website - still at www.AllinBirmingham.com. A spring fashion promotional campaign is currently underway. Keep an eye out for the video on our website and social media.

We are looking forward to opening day at the Farmers Market on Sunday, May 2. We will require masks and have other safety precautions in place. Approximately 40 vendors are scheduled to attend.

We are pleased that, even during very challenging times, new businesses are opening within the BSD and Birmingham continues to be a sought after destination for retailers looking for new locations. A new BSD Executive Director should be in place soon.

Building Department

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.

City Clerk's Office

Recognition of Staff

The City Clerk's Office would like to thank Laura Eichenhorn for her efficient production of quality minutes. Laura scribes minutes for the City Commission, Ethics Board, Greenwood Cemetery Advisory Board and various other boards throughout the city. Her work and support is very much appreciated.

The City Clerk's Office would like to thank Brooks Cowan for his ongoing efforts and many hours spent on a digital map for the Historic Greenwood Cemetery.

Elections

Candidate filing packets for the November 2, 2021 election are available at the Clerk's office for anyone who is interested in running for City Commission or the Library Board. The Clerk's office will send confirmation letters to past election inspectors in August, recruit additional workers in September, and train all election inspectors in October in preparation for the election on November 2, 2021.

Greenwood Cemetery

Planning for Trees & Future Landscaping

A meeting was held at the Historic Greenwood Cemetery on Wednesday, April 14, 2021 to discuss the current status of trees planted in Greenwood Cemetery and plans for future planting. [Download the memo](#) summarizing the outcome of the meeting.

Future Agenda Topics for GCAB

May - Rules & Regulations, Goals for the 2022-23 Annual Report

June - Trees, Landscaping & Gravestone Inventory

Special Events

Special event applications are available on our website. We want to remind all applicants to provide a COVID-19 plan with their special event applications. After applications are approved they are reviewed 30 and 15 days prior to the event to review the current COVID-19 guidelines and see if the event can still be held or if it will be canceled.

Board Vacancies & Upcoming Appointments

There are upcoming board appointments in May and June for the following Boards:

-Board of Building Trades Appeals

-Martha Baldwin Park Board

- Historic District Study Committee
- Board of Ethics
- Hearing Officer

Government Day

The city's annual Celebrate Birmingham Hometown Parade is a beloved tradition that regularly occurs in May. The celebration serves in part to recognize residents who give their time and talents as members of city boards and commissions. In light of the current statistics and progression of the COVID-19 pandemic, the in-person gathering of the celebration is canceled. The City still wishes to show gratitude for its volunteers and has an alternative way to celebrate Birmingham. The City Clerk's Office will celebrate our board members in a safe way with an appreciation video that includes each board/commission's accomplishments and photos of members with a scheduled release date of May 16, 2021. We encourage everyone to view the appreciation video on our website: www.bhamgov.org/parade.

City Manager's Office

Communications

- **Bang the Table – Engage Birmingham**

The communications and website teams are getting ready to launch the City's new public engagement tool, Engage Birmingham. We would like to thank Melissa Fairbairn for her hard work on this project.



- **Website**

The website team recently interviewed companies for the City's Website Redesign & Hosting services. A recommendation will be presented to the City Commission in May.

- **E-Newsletter**

The Communications Team is working on a new and improved layout for the City's monthly e-newsletter (Around Town). Keep an eye out for the new version this spring.

- **Print Newsletter**

Within the past six months, we have made improvements to the print newsletter such as transitioning to full color, gloss paper stock. Additional improvements are coming soon! The City's graphic designer, Karen Bota, is working on a new design which will be unveiled in the summer edition.

- **City Style Guide**

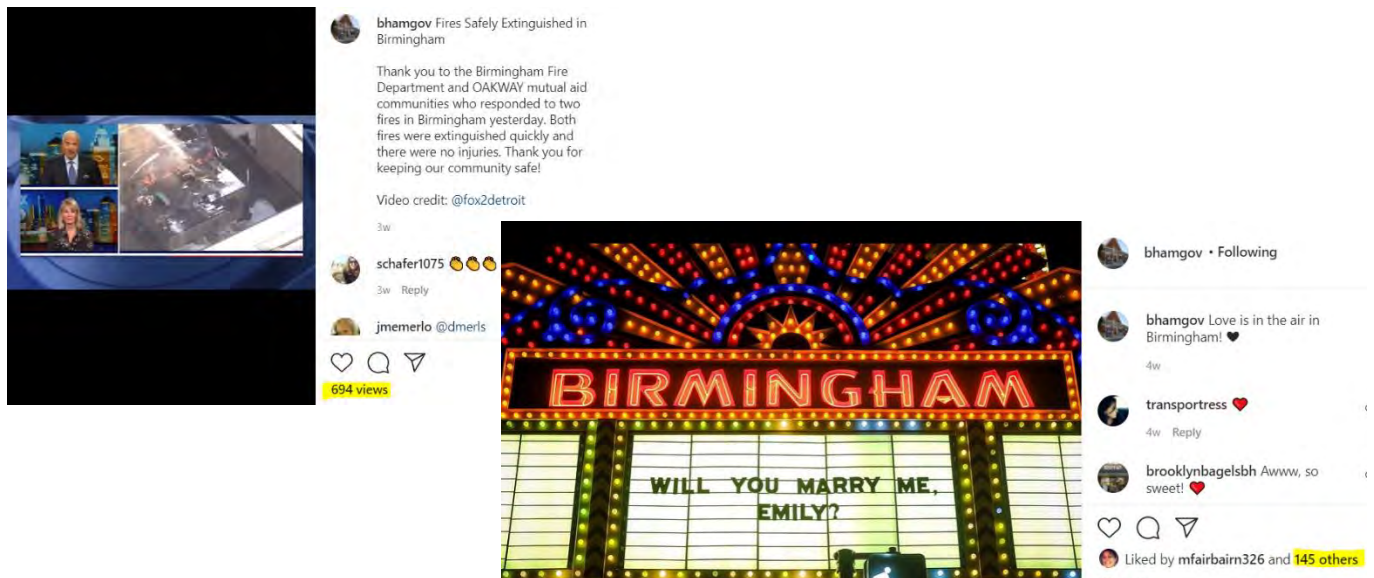
The Communications Team is working on a Style Guide to ensure all City documents and publications look cohesive and professional. The color palette and fonts selected for the new website will be included in the Style Guide and incorporated into the updated e-newsletter, print newsletter and all future publications.

- **Videos**

Continuing with our video series, the team is working on a Department of Public Services (DPS) behind-the-scenes video in lieu of the in-person DPS Open House event. Also, in lieu of the Celebrate Birmingham Parade, we will assist the Clerk's office with an appreciation video scheduled for release on May 16, 2021.

- **Social Media**

We launched the City's Instagram account last fall and are pleased to have more than 1,100 followers with steady growth. Our top two posts from the past month are shown below. Follow us on Instagram @bhamgov.



Human Resources

- Joseph Lambert has been promoted from the position of Human Resources Generalist to Human Resources Manager. Joe graduated from Oakland University with a Bachelor of Arts in Psychology, and a minor in Employment Systems and Standards (more commonly known as Labor Studies). While at college, he interned at Easter Seals Michigan's Human Resources Department as a general HR Intern, specializing in onboarding, and followed up with a post-college internship at Quicken Loans' Payroll department. Joe's professional career in Human Resources began at A-Line Staffing Solutions, a medical and pharmaceutical staffing company, as a Human Resources Representative, providing oversight to staffing recruitment functions. Joe began working for the City as the Human Resources Generalist in November of 2017. We are pleased to congratulate him on his new role as Human Resources Manager.
- The [attached advertisement](#) for the Assistant City Manager is now on the Michigan Municipal League website under "Classified" and will be in the International City/County Managers Association newsletter that is emailed to all members every week. Applications will be reviewed after Friday, May 14, 2021. The vetting process will include interviews by

department heads and part of the review process will require finalists to submit a written and oral report before the City Commission.

- The Human Resources Department is working on many recruitments. [Download a memo](#) highlighting recent noteworthy staffing changes and updates.
- The Teamsters won the unit representation election (for Public Services positions) over the Technical, Professional and Officeworkers Association of Michigan maintaining their current representation of that group.
- With COVID-19 cases increasing across the state, indoor dining remains at 50% capacity and Governor Whitmer has asked for an indoor dining pause. The City's COVID-19 relief initiative allowing expanded outdoor dining is set to conclude on June 30, 2021. The City Commission may want to consider extending this relief initiative. However, as part of any approval to extend this type of relief, it needs to be reiterated to restaurants that this is a temporary situation and the City hopes to return to the previously approved 2019 outdoor dining layout as soon as practical.

Miscellaneous:

City Commission Workshops

No City Commission workshops will be held in July or August so that everyone can enjoy their summer vacations. Workshops will resume in September.

Indigent Counsel Program

City attorney Mary Kucharek recently submitted a memo regarding changes to the state's indigent counsel program. The City of Birmingham has agreed to become the lead community to administer the new program for the 48th District Court. [Download the memo](#) to learn about these changes and next steps.

Department of Public Services

Below are some noteworthy happenings in the Department of Public Services (DPS).

- The Birmingham Ice Arena construction project is scheduled to begin April 27, 2021. Our Ice Arena General Contractor – CE Gleeson kick-off meeting was held on April 20, 2021 to discuss items such as: Construction phasing plan, Two week look ahead schedule, Long lead item approvals, Site containment plan/sub parking, Abatement, Securing the job site, Approval process for change orders, Owner direct trade coordination and Communication protocol.
- At a recent City Commission meeting, mention was made about weddings in Shain Park. Does the City allow private events in Shain Park? The City Commission adopted the Wedding Rental Agreement (Ceremony Only) on June 27, 2011. There is a permit process in place along with associated fees, depending whether the wedding is at Shain Park, Museum or another City Park. Only a portion of the park can be reserved and for a limited period. A universal calendar is used for reserving these events between the Clerk's Office and DPS. In addition, consideration is always given to the reoccurring events held in Shain Park when reserving a wedding. Reviewing records for the past six years, Shain Park averages four (4) weddings per year. The Wedding Rental Agreement will be referred to the Parks and Recreation Board to consider this issue along with making other updates.

- Mike Jurek, Assistant Foreman Parks/Forestry has announced his retirement beginning next month. Mike served as our resident landscape architect with the City of Birmingham for over 24 years. He has left his mark with the beautification and landscape enhancements made during his career throughout the entire community. His dedication and strong work ethic will be missed. We wish Mike much happiness in his future endeavors.
- Barnum Park electrical additions and upgrades included lighting bollards between the Barnum arch and the promenade and new electrical outlets have been added to each pergola. In addition, new lighting was added to the flagpole and sculpture as part of this project.
- New donation bench opportunities will be available shortly at Barnum Park. Nine (9) sites have been designed to the park plan to add five (5) benches on the walkway between the arch and the promenade and four (4) are on the Pierce St. side.

Engineering Department

Upcoming Construction Project at Parking Lot #5 (behind North Old Woodward Parking Deck) - department heads and staff had a recent meeting to kick-off a discussion for planning the reconstruction of the parking lot. Much like the work done at Parking Lot #6 a couple years ago, there are opportunities to make beneficial enhancements at this public space that could include better vehicle circulation, pedestrian accessibility, landscaping, lighting, and storm water management. In the coming months, the City's engineering consultant HRC, who was involved with the Parking Lot #6 project, will begin developing concept plans to get feedback from the various City Departments, Committee's and Boards, as well as the public (via Engage Birmingham platform). Two City residents have volunteered some ideas for the parking lot, and we will be taking those into consideration as the concepts are developed.

Finance Department

Credit Card Policy

Finance is working on an update to the City's credit card policy. In today's business environment and especially since COVID, more and more business transactions are handled strictly by digital means either by ACH or credit card. Currently, the City's credit card policy is very restrictive and inefficient. Finance would like to revise the policy to allow for easier and more efficient processing of transactions while still providing adequate controls over those transactions. This revised policy will likely be brought to the City Commission this summer.

Parks & Recreation Bonds

Since the commission approved the sale of the 1st series of park bonds on March 22nd, the Manager's Office and Finance Department has been working with our consultants Bendzinski & Co. and Miller, Canfield, Paddock and Stone, PLC to prepare for the sale. This has included providing schedules for the Preliminary Official Statement, reviewing the Preliminary Official Statement, and having a joint call with Standards & Poors (S&P) in order to have the City's rating reviewed and determined for the bond sale.

It is anticipated that the sale of the bonds will take place on May 4th with the bond closing taking place on May 20th. At which time, a bank account will need to be opened to hold the bond funds until they are used. A budget amendment will also be coming forward to record the budget proceeds and the allocation of expenses for the bond issue and the ice arena project.

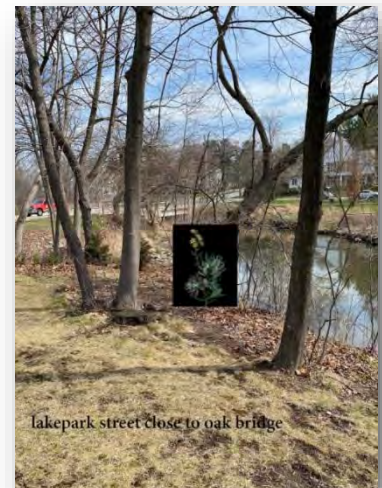
Fire Department

On April 14th, 2021 OAKWAY Mutual Aid Group received a HazMat foam trailer. The purchasing of the trailer happened with budgeted OAKWAY funds. This was a year-long process that Chief Wells led. In the past ten years, there have been a half-dozen tanker spills and/or fires that resulted in a delay of mitigation due to having to borrow a private chemical company's foam trailer. The HazMat foam trailer will be housed in Birmingham at Station One (Adams Station) where it can be rapidly deployed anywhere in the County. The foam concentrate is mixed with water to create an environmentally safe foam blanket used to prevent flammable fuel spills and to also extinguish fuel fires such as gasoline tanker fires. When this specialized piece of equipment is used on a spill, the OAKWAY mutual aid group is able to be reimbursed through cost recovery. Birmingham Fire has a very active and leading role in both the OAKWAY Tech Rescue and HazMat teams.



Planning Department

Laurie Tennent's temporary art exhibit "City Bloom" consisting of nine photographs placed throughout the City's park landscape was approved in August of 2020 to be installed for one year. One of the photographs was placed near the waterfall in the background of the gazebo facing Quarton Lake. The artist has indicated that she does not want her artwork to interfere with photo shoots occurring at the Gazebo near the waterfall, and has proposed to move it along Quarton Lake path closer to Oak Street. Staff has approved the relocation of the artwork to the location pictured at right (image is Photoshopped – not actual).



Police Department

1. The police department received information that a business located in the 200 block of Willits Alley was operating as a bar. An investigation was conducted that determined that patrons paid

a cover charge of anywhere from \$20 to \$50 per person to enter the business. Once inside, the business proved alcoholic beverages to patrons that included beer, wine coolers and liquor. The business also had live music and dancing. The owner, a 52 year old man from Keego Harbor, was issued (16) City ordinance violations (police, fire and building). The case has been turned over to the City Attorney for prosecution. The business is no longer operating.

2. Acting on resident concerns of suspicious activity, the police department opened an investigation of a residence in the 2400 block of Buckingham. Subsequent to that investigation, the police department determined that the residence was being used for prostitution and other possible crimes. The resident, a 33 year old Birmingham woman, has not been charged pending further investigation. Upon completion, the case will be turned over to the Oakland County Prosecutor's Office for warrant review.

3. The joint Mental Health Co-Response Program with the City of Auburn Hills, Bloomfield Township and the Oakland County Health Network continues to move forward. Grant applications to support the pilot program have been completed and submitted to the Community Foundation of Southeast Michigan and the Substance Abuse and Mental Health Services Administration (SAMHSA) with the assistance of Congresswoman Haley Stevens.

4. In a joint meeting with Birmingham, Bloomfield Hills, Bloomfield Township, the Oakland County Sheriff's Office (OCSO) and the Michigan State Police (MSP), all agencies agreed to work together to address negative driving behaviors and the issue of noise on Woodward Ave. Birmingham and Bloomfield Township have added patrols to Woodward Ave and both the OCSO and MSP have agreed to increase their patrols on Woodward Ave. The City of Royal Oak is also stepping up enforcement efforts on Woodward.

5. The police department hosted two assessors from the Michigan Association of Chiefs of Police (MACP) for the department's final accreditation assessment on April 20 and 21, 2021. The Accreditation Program Director (Mr. Neal Rossow) selected a team of trained assessors, free from conflict of interest with our department, that conducted an on-site review of our department. On-site assessments take two days to complete. The first day included file reviews, a tour of the department, ride-alongs with officers and interviews of department personnel (City Manager Markus, HR Manager Lambert). The second day included further file reviews (policies, procedures, standards and proofs), additional ride-alongs, a public call-in session and a final exit interview with Chief Clemence, the department's accreditation manager (Lt. Greg Wald) and the rest of the department's accreditation support team. Chief Clemence was notified by the assessing team that the department was in compliance with all MACP standards and proofs and will be recommended to the MACP Accreditation Commission for final approval and certification on June 26, 2021.

Future Agenda Items

Download a summary of [future agenda items](#).

Future Workshop Items

Download a summary of [future workshop items](#).

MEMORANDUM

DATE: April 5, 2021
TO: Thomas M. Markus, City Manager
FROM: Mary M. Kucharek
SUBJECT: Indexing of Fees

The question has been raised whether it is appropriate or approvable for the City of Birmingham to index its fees.

Municipal Cost Indexing, or MCI, began sometime in the late 1970's. Municipal Cost Index was designed to determine the rate of inflation of municipal costs; that is the cost of providing services to residents in cities and counties.

It is proposed that the index is useful to local government in at least four ways: 1) to dramatize, justify, or illustrate increased expenditures attributable to inflation when submitting annual budgets; 2) to provide a feel of price trends which may affect the city of a particular department allowing time to minimize the effects of a budget shortfall; 3) to help control price increases for commodities making inflationary price jumps more visible; and 4) to measure the inflation on city expenditures over time. It is proposed that the composite index is adjusted by changes in cost of materials and supplies, wages, and contracted for services. It is a weighted average of more price detailed indexes regarding fluctuations in costs. Costs of labor, materials, and contract services are all factored into the composite Municipal Cost Index, which is different than the Consumer Price Index, which is a statistical measure of change in prices of goods and services. There are private companies that a municipality can hire which provides for the Index.

When we review Municipal Cost Index, we have to be in compliance with section MCL 141.421, which dictates that a local unit of government must provide and budget according to the state treasurer's Uniform Charts of Accounts, which fulfills the requirements of good accounting practices relating to general government. "Such chart of accounts shall conform as nearly as practical to the uniform standards as set forth by the governmental accounting standards board, or by a successor organization that establishes national generally accepted accounting standards and is determined acceptable to the state treasurer."

The Michigan Department of Treasury Uniform Chart of Accounts for local units of government released November of 2020, does not take into account nor does it establish a means of accounting using the MCI. While I cannot find a statute or any language in that document prohibiting the MCI, I do not find in the uniform budgeting that concerns itself with the MCI.

We also need to be mindful that when indexing fees, it could run afoul to the latest Supreme Court case involving municipality fee schedules as decided in *Michigan Association of Home Builders v City of Troy*. In that particular case, the City was contracting with a private company to determine its fees, specifically building inspection fees, for the purpose of satisfying

a historical deficit. The Court found that this violated MCL 125.1522 because neither the "overhead" nor the "cost to the governmental subdivision" was what the fees were designed to cover. The Court found that the law does not demand a precise correlation between cost and fees required, but it does require a reasonable relation. Therefore, the City of Birmingham's fees must demonstrate direct or indirect costs incurred by the building department that were related to the services performed and overhead.

The Court discussed that the practice of creating a surplus in fees for the building department would violate MCL 125.1522(1), which requires that; 1) fees be reasonable; 2) fees be intended to bear a reasonable relation to the cost of building department services; and 3) fees be used only for the operation of the building department. Instead, when fees become for profit or gain, fees could then actually become a prohibition under the Headly Amendment which prohibits taxation by local units of government without voter approval.

I do not think indexing fees is appropriate given the strict confines of MCL 125.1522 and MCL 141.421, and rather our fees must be based upon actual costs incurred and not be based upon an index which would take into account items not directly related to the cost to a department.

MEMORANDUM

DATE: March 26, 2021
TO: Thomas M. Markus
FROM: Mary M. Kucharek
SUBJECT: Prior Communications with Restoration Hardware

INTRODUCTION:

- During the Commission meeting of March 22, 2021, citizens questioned prior communications with Restoration Hardware that were sent by the prior City Manager and City Mayor.

BACKGROUND:

- I have had an opportunity to review this issue and report there were multiple letters sent back and forth from those persons representing Restoration Hardware expressing an interest in developing a project and building site for Restoration Hardware in the City of Birmingham. When Restoration Hardware first began to speak with the City Manager about its proposed building, they had a number of requests in order to feel incentivized to move to the City of Birmingham, including accommodations for parking for their employees and guests and potential tax abatement incentives based upon Michigan laws, such as a commercial rehabilitation district.
- The City Manager and Mayor responded to Restoration Hardware expressing an interest in Restoration Hardware moving to the City of Birmingham and recognizing the potential benefits to the City of Birmingham by having a store like Restoration Hardware in the City's downtown area. The letter penned by the City Manager and Mayor recognized there were many different items that could be discussed, but at no time was a sure promise nor was an offer extended granting the requests of Restoration Hardware.
- As we are all aware, Restoration Hardware is presently proposing a large building project in the City of Birmingham, and based upon very direct communication from yourself, and as I had been present at the meetings involving Restoration Hardware bearing witness, it was made very clear to Restoration Hardware and its representatives that at no time would a commercial rehabilitation district be created. The City has never partaken in such activities, and we would not be doing so now. That incentive was not, and is not, on the table.

SUMMARY:

- In conclusion, while there were requests from Restoration Hardware in the past to have these different incentives offered in order for them to proceed, it is clear that none of the requested tax incentives are on the table at this time, nor will they be. Restoration Hardware is moving forward with its project, and plans to move into the City of Birmingham, and has presented its plans to the Planning Board without such unique or special tax reduction accommodations.