GREENWOOD CEMETERY ADVISORY BOARD AGENDA
FRIDAY, DECEMBER 2, 2022
MUNICIPAL BUILDING, 151 MARTIN, ROOM 205
8:30 A.M.

The Greenwood Cemetery Advisory Board provides the recommendations to the City Commission:

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

I. CALL TO ORDER

Chairperson, Linda Buchanan

II. ROLL CALL

City Clerk, Alexandria Bingham

III. APPROVAL OF THE MINUTES

A. Approval of meeting minutes of November 4, 2022

IV. UNFINISHED BUSINESS

V. NEW BUSINESS

A. Review Historical Marker Application-George Taylor (c1832-1901)
   a. Resolution to approve the application by the Friends of the Birmingham Museum, a non-deed holder, for a marker installation for George and Eliza Taylor, persons of historical significance to Birmingham.
B. Michigan Freedom Trail Grant-Funded Interpretive Signs-Update
C. Begin drafting request for service qualifications for Cemetery Services
D. Begin discussion of strategic plan

VI. REPORTS

A. Update from Clerk's Office
   a. Financial Reports
   b. Cemetery Sales & Activity
   c. City Managers Report - November 2022

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

VIII. BOARD COMMENTS

IX. ADJOURN

Next Meeting: February 3, 2023

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM:
https://zoom.us/j/98983856041 **Meeting ID:** 989 8385 6041
You may also present your written statement to the City Clerk,
151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the meeting.

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

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

Greenwood Cemetery Advisory Board Minutes
DRAFT November 4, 2022
Municipal Building, 151 Martin
8:30 a.m.

I. Call To Order

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

II. Roll Call

Present: Chair Linda Buchanan
Pam DeWeese
Linda Peterson
Laura Schreiner
George Stern
Margaret Suter
Joseph Vercellone

Absent: None

Staff: City Clerk Bingham, IT Manager Brunk, Museum Director Pielack, Deputy Clerk Woods

III. Approval Of The Minutes

A. Review of the Minutes of September 2, 2022

MOTION: by Buchanan, seconded by DeWeese:
To approve the minutes of September 2, 2022 as submitted.

VOTE: Yeas, 7
Nays, 0

IV. Unfinished Business

V. New Business

A. Finalize Rules and Regulations & Update on Policy for Markers for Persons of Historical Significance

The board reviewed and discussed the culmination of edits to the Rules and Regulations and requested minor edits.
Museum Director Pielack updated the board with the status of the application for the Taylor grave monument.

MOTION: by Deweese, seconded by Sutter:
To approve the submitted final draft of the Greenwood Cemetery Operational Procedures, Conditions and Regulations, with minor edits as discussed, contingent on the manager's office review and approval.

VOTE: Yeas, 7
Nays, 0
The board reviewed and made minor edits to the Policy and Application for Markers for Persons of Historical Significance.

MOTION: by Buchanan, seconded by Sutter:
To approve the Policy and Application for Persons of Historical Significance with the suggested minor edits.

VOTE: Yeas, 7
Nays, 0

B. Discussion on Goal Prioritization and Topics for Future Meetings

Clerk Bingham led a discussion with the Board to identify items the board wishes to explore at upcoming meetings. The board identified items to look at which will be incorporated into future meetings.

C. Future Business for December
- **a. Begin discussions on drafting an RFP for Cemetery Services**
- **b. Other Items for Consideration**

VI. Reports

A. Update from Museum Director Leslie Pielack
B. Update from Clerk's Office
C. Financial Reports
D. Cemetery Sales & Activity
E. City Manager's Reports
- **a. September 2022**
- **b. October 2022**

VIII. Open To The Public For Matters Not On The Agenda

IX. Board Comments

X. Adjourn

Chair Buchanan adjourned the meeting at 9:55 a.m.

Alexandria Bingham, City Clerk

DRAFT

Laura Eichenhorn, City Transcriptionist

DRAFT

MEMORANDUM

Museum

DATE: **November 29 2022**

TO: **Greenwood Cemetery Advisory Board**

FROM: **Leslie Pielack, Museum Director**

SUBJECT: **Historical Marker Application-George Taylor (c1832-1901)**

INTRODUCTION:

George and Eliza Taylor were the first African American property owners in Birmingham, and both were formerly enslaved people who fled north via the Underground Railroad before the Civil War. After becoming free in Canada, the couple came to the Birmingham area, where they lived the remainder of their lives. George died in 1901 and Eliza in 1902. The two were buried in Greenwood Cemetery, but never received a marker. An application is being submitted by the Friends of the Birmingham Museum (a.k.a., Birmingham Historical Society) to install a marker on the Taylors' graves.

BACKGROUND:

In 2020, George Getschman of the Friends of the Birmingham Museum discovered the obituaries of the Taylors and their histories. The Friends, in collaboration with the Birmingham Museum and the Piety Hill Chapter of the DAR, initiated a fund-raising campaign to raise funds to place a marker on the Taylors' graves. The effort was very successful, with funds being donated from all over the U.S., and exceeding the amount needed by the end of the year in 2020. The intent of the project was to hold a public commemoration when the marker was installed. Additional research led to verification of George's connection to the Underground Railroad, in addition to that of Birmingham abolitionist Elijah Fish. The National Park Service approved the City of Birmingham's application to designate Greenwood Cemetery on the national Underground Railroad Network to Freedom in March of 2022, making the installation of a marker for the Taylors even more noteworthy.

The final completion of the updated Greenwood Cemetery Rules and Regulations on November 4, 2022 by the Greenwood Cemetery Advisory Board includes provisions for the installation of a marker for a historically significant person by an applicant who is not a deed holder. Birmingham Museum Director Pielack has verified the historical significance of the

Taylors and discussed this plan with the only known descendants of George and Eliza Taylor, who enthusiastically support the installation of a marker. On May 5, 2022, in anticipation of the pending Greenwood Cemetery Rules and Regulations, the Museum Board also discussed the matter of the Taylors' significance to Birmingham's history and unanimously voted to support the installation of a marker.

With the final application process now established, the Friends of the Birmingham Museum are submitting an application for approval to install a marker for the Taylors. The marker design has been developed in collaboration with the Friends of the Birmingham Museum, the Piety Hill Chapter of the D.A.R., and the Museum Board. The marker will conform to Greenwood requirements, and would consist of a single marker for both graves (which are side-by-side) with both names and dates, and an inscription, *"Born into slavery/Died free in Birmingham."* If approved, the marker will be installed in spring of 2023.

LEGAL REVIEW:

City Attorney Mary Kucharek has provided a review of the Rules and Regulations pertaining to Greenwood Cemetery, including the procedure for application for a grave marker for a person of historic significance.

FISCAL IMPACT:

There is no fiscal impact on the City of Birmingham. The cost of the marker will be covered by public donations made to the Friends of the Birmingham Museum.

PUBLIC COMMUNICATIONS:

A public ceremony is planned for the marker installation in the spring of 2023, and would be promoted to the public at that time.

SUMMARY:

The Friends of the Birmingham Museum are requesting approval of their application to install a marker at the burial site of George and Eliza Taylor. The Museum Director, Museum Board, and known family descendants are all in support of the project.

Private funds have been raised to cover the cost of the marker. The Friends of the Birmingham Museum will arrange to purchase the marker through the cemetery manager pending final approval of the application.

ATTACHMENTS:

- Application
- Museum Board Meeting Minutes, May 5, 2022
- Proposed marker design

SUGGESTED ACTION:

Make a motion adopting a resolution to approve the application by the Friends of the Birmingham Museum, a non-deed holder, for a marker installation for George and Eliza Taylor, persons of historical significance to Birmingham.

GREENWOOD CEMETERY
OAK AVENUE
BIRMINGHAM, MICHIGAN

BIRMINGHAM
A WALKABLE CITY

APPLICATION FOR HISTORICAL MONUMENT INSTALLATION
FOR NON-DEED HOLDERS, PRE-PAYMENT REQUIRED FOR ALL MARKER INSTALLATIONS

Deceased
Name of Deceased: George + Eliza Taylor
Grave Location: Section E Lot 39A Grave # 1 and 2

Applicant
Name: George R. Getschman Date: Nov. 16, 2022
Address: 252 Wadsworth Lane
City/State/Zip: Bloomfield Hills, MI 48301
Phone: 248-219-6377 Email: getschmandds@outlook.com
Relation to deceased: None. Member of the Board of the Friends of the Birmingham Museum.

Detail of historical significance to Birmingham or Greenwood Cemetery: See Attached; also, George Taylor's gravesite is now listed on the National Park Service's Underground Railroad Network to Freedom, since he escaped enslavement via the Underground Railroad before settling in Birmingham.
* If more room is needed to explain attach a detailed letter and all supporting documents.
Please note: installation of a marker or monument by a non-deed holder for purposes of historical significance of the deceased is subject to review and approval by the City of Birmingham.

Monument/Marker Information
Monument Company: To be ordered pending approval.
Address:
City/State/Zip
Phone: Email:

Please provide/attach detail and specifications for marker, including foundation type, style, size, material, and inscription, and attach design or drawings provided by Monument Company:

	Marker Size:	Base Size:	Foundation
Length			
Width			
Height			

Office Use Only

Reviewed: Greenwood Cemetery Contractor: Date:

Additional Historical Significance Review
Museum Board Recommendation: unanimously approved Date: 5/5/2022
Greenwood Cemetery Advisory Board Recommendation: Date:

APPROVED:
Clerk, City of Birmingham: Date:
and/or City Manager: Date:

Historical Significance of George and Eliza Taylor
To Birmingham and Greenwood Cemetery

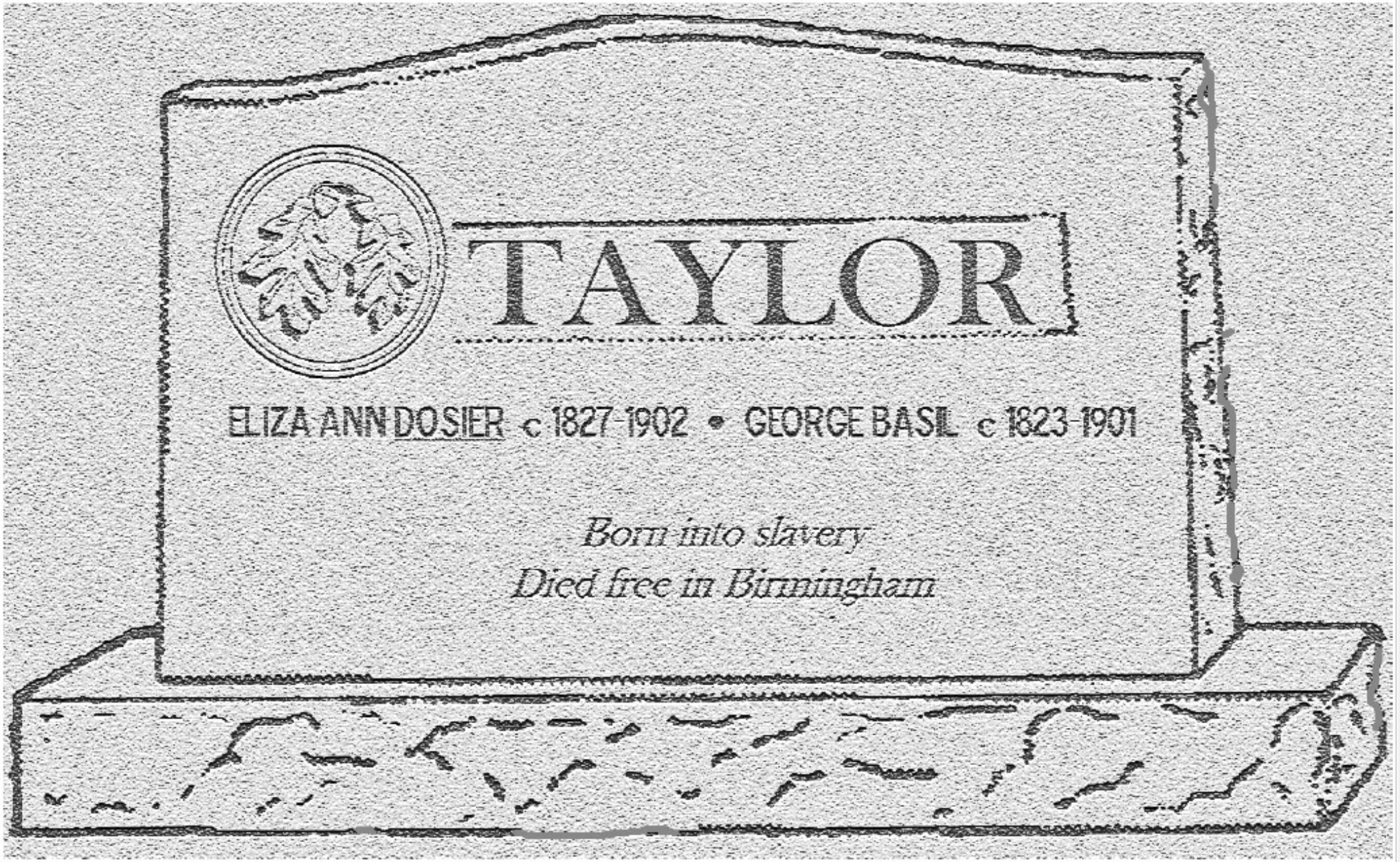
George and Eliza Taylor were both born into slavery and chose to live their last years in Birmingham. They were the first African Americans to own a home in the village.

Neither George or Eliza knew the date or year of their births. George was enslaved in Louisville, KY and escaped to freedom in Michigan with the help of operators of the Underground Railroad in 1855. Members of the Southfield Presbyterian Church that is located on Evergreen Road helped him make his way to Canada where he spent several years before returning to Southfield to live around 1858.

Eliza was enslaved in Nashville, TN until the conclusion of the Civil War when she made her way to Michigan to find her mother with whom she had been separated during her enslavement. She was able to reconnect with her mother in Royal Oak in the later 1860's and it was here that she met George. They were married around 1869. Eliza and George had no children of their own, but they are known to have provided housing for children, possibly formerly enslaved individuals who were homeless. They did adopt a girl, Clara, who later in life married Joseph Farmer, whose family also had connections to Birmingham, some of whom are also buried in Greenwood.

The Taylors moved to Kansas in 1881 along with the pastor and some members of the Southfield church, but then returned to Michigan in 1893, when they retired from farming and purchased a house that has been identified on the Bloomfield Township Tax Assessment rolls, as Lot 9 in Hood's Addition, which based on the 1908 Plat Map of Birmingham, was located at what is now the northeast corner of Stanley and Frank Streets.

The Taylors were known and accepted in the Birmingham community in the time that they lived here. George was apparently known as "Uncle George" and they were members of Birmingham's First Presbyterian Church. George died of sepsis in November of 1901 as a result of a cut on his hand, and Eliza died in April of 1902 of an upper respiratory infection which began after George's funeral. George and Eliza were both attended to by Birmingham physician Charles Raynale.


TAYLOR
ELIZA ANN DOSIER c 1827-1902 • GEORGE BASIL c 1823-1901
Born into slavery
Died free in Birmingham

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Museum

DATE: **November 22, 2022**

TO: **Greenwood Cemetery Advisory Board**

FROM: **Leslie Pielack, Museum Director**

SUBJECT: **Michigan Freedom Trail Grant-Funded Interpretive Signs-Update**

INTRODUCTION:

In March of 2022, the City of Birmingham became eligible to apply for special interpretive signage through a grant with the Michigan Freedom Trail when Greenwood Cemetery was approved for listing on the National Park Service's Underground Railroad Network to Freedom. The signs are only available to designated sites, and help identify the importance of the site to Michigan's Underground Railroad history. The signs are being provided to the city at no cost. The City expects to receive the signs in the next few weeks and will install them on the fence at each gate of the cemetery.

BACKGROUND:

In early 2022, the City of Birmingham's application to list Greenwood Cemetery on the Underground Railroad Network to Freedom was approved by the National Park Service; two individuals buried in the cemetery (Elijah Fish and George B. Taylor) were verified to have direct connections with the Underground Railroad. This made the City eligible for grant funded signs produced by the Michigan Freedom Trail Commission through a grant from the Network to Freedom at are used throughout Michigan at historical UGRR sites. The purpose of the interpretive signs is to help identify the location of these sites and to help educate the public about local Underground Railroad history. The signs are a standard 10 X 14 acrylic sign with a special color logo only used by the MFTC at these locations. The signs are placed in public view near the street or at outer access points to a site. In the case of Greenwood Cemetery, the signs will be placed on the fence at eye level near each entrance to the cemetery. City staff have reviewed the proposed locations and requirements.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None. The cost of the signs is covered by the Michigan Freedom Trail Commission through a grant from the National Park Service/National Underground Railroad Network to Freedom.

PUBLIC COMMUNICATIONS:

None.

SUMMARY:

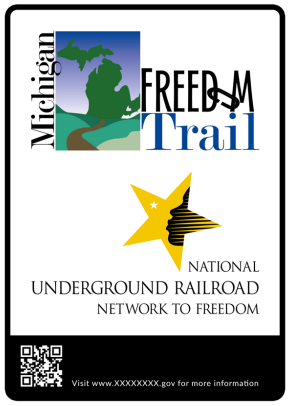
The Michigan Freedom Trail Commission is providing two Underground Railroad Network to Freedom-funded signs for recently designated Greenwood Cemetery. Only National Park Listed sites are eligible. The signs will be placed at the entrance gates to Greenwood Cemetery in the coming weeks, and help to identify the importance of Greenwood Cemetery in our local Underground Railroad history.

ATTACHMENTS:

- FAQ-Michigan Freedom Trail Interpretive Sign Program

Frequently Asked Questions

MICHIGAN FREEDOM TRAIL INTERPRETIVE SIGN PROGRAM



FAQs

Does my site have to be listed with the Network to Freedom Program to be eligible for a sign?
Yes. The Michigan Freedom Trail register aligns with the National Network to Freedom list of sites. The Michigan Freedom Trail Commission is always interested in partnering with individuals and organizations for new nominations.

What are the dimensions of the sign?
The sign is a 10”x 14” vertical sign made of high-pressure laminate used for outdoor history interpretation.

How long will the sign last?
The signs have been field tested and last at least 10 years. They are used by the Department of Natural Resources, the Michigan History Center and the National Park Service for outdoor interpretation at many sites.

How do I care for the sign?
Warm soapy water will wash off almost anything. Check with us before using anything else.

What will people find when they scan the QR code?
The QR code will direct visitors to a list of Michigan sites with a brief history of each site. The information will be taken from the original site nomination along with updated research from trusted scholars. A link to a site of your choice can be included if requested.

What happens if my sign is damaged or stolen?
The site manager is encouraged to contact the program coordinator for current options. Lost or stolen signs may be replaced, however, there may be a cost to the site owner. Contact program coordinator Sheri Giffin at GiffinS@michigan.gov or 517-231-1299.

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Clerk's Office

DATE: **November 30, 2022**

TO: **Greenwood Cemetery Advisory Board**

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **Review and Updates to Cemetery Management Quotes for Service**

INTRODUCTION:
The Greenwood Cemetery Advisory Board (GCAB) is asked to give feedback and input regarding qualifications needed for a cemetery management contractor as part of a contract accrual process.

BACKGROUND:
The contract for cemetery management services has not been open to Request for Proposal (RFP) since 2019. The contractor selected during this process was Creative Collaborations. At the November 4, 2022 meeting The Greenwood Cemetery Advisory Board recommended to review the 2019 RFP document and update, if needed, to best suit the Greenwood Cemetery needs.
Annually since 2019 this contract has been reviewed at a GCAB meeting and approved by the City Commission. This process will differ from the 2019 RFP due to the passing of the Birmingham Charter amendment involving purchasing and contracts and the subsequent purchasing policy guidelines approved by the City Commission. The City Clerk will work with the City Attorney and Finance Director to ensure compliance with the policy and city charter.

A tentative timeline will be used in this process:

December 2, 2022	GCAB Meeting	Review current contract and 2019 RFP and provide first round of recommendations
February 3, 2023	GCAB Meeting	Refine desired qualifications
March 4, 2023	GCAB Meeting	Finalize service request document for City Manager approval
April 29, 2023, 2 pm	City Clerk's Office	Due date for acquiring quotes for service
May 6, 2023	GCAB Meeting	Review service quotes and select a recommended provider
June 5, 2023	City Manager	Board-recommended contract presented to City Manager for review and approval

LEGAL:
As GCAB provides feedback, the City Attorney will review to ensure it meets city standards and is not in violation of any regulations or laws.

FISCAL IMPACT:
Funds for the cost of cemetery management services will be included for approval in the Fiscal Year 2023-2024 Annual Budget, and will be drawn monthly from account 101.0-567.001-811.0000

PUBLIC COMMUNICATIONS:
The City Clerk will work with the Finance Director and Communications Director to identify avenues to publicize. All GCAB meetings fall under the Open Meetings Act and are open to public comment, and agendas, packets and minutes are available online for public viewing.

ATTACHMENTS:

2022 Memo Packet regarding Cemetery Service Provider Recommendation
2019 Memo regarding Service Provider Recommendation

SUGGESTED ACTION:
The Greenwood Cemetery Advisory board is asked to review the current cemetery services contract and 2019 RFP, to provide feedback and recommendations to be incorporated into a request for service document using the tentative timeline presented.

City of Birmingham
A Walkable Community

MEMORANDUM

City Clerk's Office

DATE: **March 30, 2022**

TO: **Greenwood Cemetery Advisory Board**

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **Greenwood Cemetery Service Provider Recommendation**

INTRODUCTION:

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

BACKGROUND:

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

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

LEGAL REVIEW:

- The city attorney has reviewed the proposed contract.

FISCAL IMPACT:

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

PUBLIC COMMUNICATIONS:

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

SUMMARY

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

ATTACHMENTS:

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

SUGGESTED RESOLUTION:

- To authorize the agreement with Creative Collaborations, LLC, a Cemetery Service Provider firm to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed $45,600.00, which will be paid from account #101-215.000-811.0000.

ADDENDUM TO THE GREENWOOD MANAGEMENT SERVICES AGREEMENT DATED _____, 2021

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

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

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

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

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

on this _____ day of _____, 2022.

WITNESSES:

CREATIVE COLLABORATIONS, LLC

_____

By: _____
Cheri Arcome

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

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

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan

My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, Clerk

Approved:

Thomas M. Markus, City Manager (Approved as to substance)	Lauren Wood, Director of Public Services (Approved as to substance)
Mark A. Gerber, Director of Finance (Approved as to financial obligation)	Mary M. Kucharek, City Attorney (Approved as to form)

04-129-21 7E

GREENWOOD CEMETERY MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made this 26 day of April, 2021, by and between **THE CITY OF BIRMINGHAM**, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter "CITY"), and **CREATIVE COLLABORATIONS, LLC,** a cemetery services company, having its principal office at 31356 Newport Dr., Warren, MI (hereinafter "CONTRACTOR"), provides as follows:

WITNESSETH:

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

WHEREAS, the CONTRACTOR has made a bid to provide management services in accordance with their bid/proposal dated November 21, 2019, which bid/proposal has been accepted by the CITY, included in the bid proposal is the "Management Agreement Between City of Birmingham and Cheri Arcome"; and,

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

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

1. It is mutually agreed by and between the parties that the documents consisting of RFP, Bid Form, performance bond, general contract specifications and conditions, and plans and other documents mentioned in connection with the award of the bid for this project shall

be incorporated herein by reference, which are attached hereto, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence. In addition, the Scope of Work is further defined in the attachment hereto which is incorporated by reference.

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

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

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

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

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

7. The CONTRACTOR and the CITY agree that the CONTRACTOR is acting as an independent contractor with respect to the CONTRACTOR's role in providing services to the CITY pursuant to this Agreement, and as such, shall be liable for its own actions and neither the CONTRACTOR nor its employees shall be construed as employees of the CITY. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or

create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the CITY nor the CONTRACTOR shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The CONTRACTOR shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.

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

9. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The CONTRACTOR agrees to perform

all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

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

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

13. The CONTRACTOR shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan and shall be with insurance carriers acceptable to the CITY. The CONTRACTOR

shall procure and maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. Workers Compensation Insurance: Workers Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

B. Comprehensive Motor Vehicle Liability: Comprehensive Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

C. Commercial General Liability: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:

(A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, (F) Per Contract Aggregate, if applicable

D. Additional Insured: Commercial General Liability Insurance and Comprehensive Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following shall be "Additional Insured" with the following verbiage: "It is understood and agreed that the following shall be named as Additional Insured: The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insured, and not contributing with any other insurance or similar protections available to the additional insured, whether said other available coverage be primary, contributing or excess."

E. Cancellation Notice: All insurance policies listed above shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to: Director of Finance, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan, 48012."

F. Proof of Insurance Coverage: The CONTRACTOR shall provide the CITY, at the time the contracts are returned to the CITY for execution, certificates and policies as listed below:

(1) Two (2) copies of Certificate of Insurance for Workers Compensation Insurance;

(2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

(3) Two (2) copies of Certificate of insurance for Motor Vehicle Liability Insurance;

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

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

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

14. To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions

of the CONTRACTOR including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

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

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

the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

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 SIEKIERSKI NOTARY PUBLIC GENESEE COUNTY, MI

_____
Rachel Siekierski
Notary Public

Genesee County, Michigan

Acting in Macomb County, Michigan

My commission expires: May 24, 2024

CITY OF BIRMINGHAM

By: _____
Pierre Boutros, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVALS:

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

_____
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 internment.

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.

City of Birmingham
A Walkable Community

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

5C

City of Birmingham
A Walkable Community

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 partied 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 RESPONSIBLITIES
   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) 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.

Birmingham City Commission Minutes
April 26, 2021
7:30 P.M.
Virtual Meeting
Meeting ID: 655 079 760
Vimeo Link: https://vimeo.com/event/3470/videos/538949933/

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Alexandra Bingham, City Clerk, called the roll.

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

Absent: None

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

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

PROCLAMATIONS

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

APPOINTMENTS

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

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

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

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

Nays, None

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

The Commission interviewed Pierre Yaldo for the appointment.

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

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

Nays, None

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

The Commission interviewed Karson Claussen for the appointment.

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

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

Nays, None

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

The Commission interviewed Phil Vincenti for the appointment.

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

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

Nays, None

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

None.

V. CONSENT AGENDA

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

04-119-21 Consent Agenda

The following items were pulled from the Consent Agenda:

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

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

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

Nays, None

A. Resolution to approve the Workshop meeting minutes of April 12, 2021

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 14, 2021, in the amount of $809,759.86

D. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 21, 2021, in the amount of $493,415.90

F. Resolution directing the Treasurer to transfer the following unpaid and delinquent special assessment and invoices, including interest and penalty, to the 2021 City tax roll and to authorize removal from the list any bills paid after City Commission approval. (Complete resolution in agenda packet)

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

H. Resolution to approve the purchase of holiday lights from Wintergreen Corporation for a total cost not to exceed $29,910.00. Funds are available from the General Fund-Community Activities-Operating Supplies account #101-441.004-729.0000 and Property Maintenance-Operating Supplies account # 101-441.003-729.0000 for this purchase.

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

J. Resolution to set a public hearing for May 24, 2021 to consider a lot split for the property known as 525 W. Brown.

K. Resolution to set a public hearing for May 24, 2021 for the lot combination application of 385 & 353 Fairfax, Parcel # 19-26-451-018 and Parcel # 19-26-451-019.

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

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

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

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

Nays, None

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

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

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

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Baller:
To approve a request from the Michigan Parkinson Foundation to hold the "I gave my sole to Parkinsons" walk at Seaholm High School and on the surrounding streets on June 26, 2021 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any modifications or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event, due to public health and safety measures.

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

Nays, None

VI. UNFINISHED BUSINESS

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

CP Cowan reviewed the item.

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

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

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

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

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

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

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

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

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

Commissioner Sherman

Nays, None

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

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

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

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

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

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

Nays, None

04-124-21 Chesterfield Fire Station - Park Designation

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

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

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

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

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

Nays, None

VII. NEW BUSINESS

04-125-21 Unimproved Streets Policy Modifications

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

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

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

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

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

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

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

Nays, None

04-126-21 Ordinance Amendment Fee Schedule Memo

MOTION: Motion by Commissioner Sherman, seconded by Mayor Pro Tem Longe:
To adopt the proposed ordinance:

Sec. 1-16. – Fee Schedule

Fees for application, plan reviews, permits, inspections, licenses, registrations, appeals, and other charges or penalties shall be specified in the schedule of fees, charges, bonds and insurance. All fees are subject to change from time to time as recommended by city staff and as determined by resolution of the City Commission. Ordained on this 26th day of April 2021. Effective upon publication.

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

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

Nays, None

04-127-21 Greenwood Cemetery Fee Schedule Proposed Revisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays, None

04-128-21 Greenwood Cemetery Grave Release

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

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

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

Mayor Boutros echoed Commissioner Nickita.

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

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

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

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

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

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

Nays, Commissioner Hoff

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

City Clerk Bingham presented the item.

MOTION: Motion by Mayor Pro Tem Longe, seconded by Commissioner Host:
To authorize the agreement with Creative Collaborations, LLC, a Cemetery Service Provider firm to act, on behalf of the City, as the service provider to the Historic Greenwood Cemetery for a term of one year with annual renewals until either party exercises the termination provisions as stated in the contract. The annual contract is set for an amount not to exceed $45,600.00, which will be paid from account #101-215.000-811.0000.

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

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

Nays, None

Commission discussion on items from prior meeting.

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

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

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

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

A. Short Term Rentals – Haig

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

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

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

X. REPORTS

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

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

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

INFORMATION ONLY

XI. ADJOURN

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

Alexandria D. Bingham

Alexandria Bingham, City Clerk
/le

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

I. CALL TO ORDER

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

II. ROLL CALL

Present:	Chair Linda Buchanan (location: Birmingham, MI) Pam DeWeese (location: Birmingham, MI) Linda Peterson (location: Birmingham, MI) Laura Schreiner (location: Bloomfield Township, MI) George Stern (location: Birmingham, MI) Margaret Suter (location: Birmingham, MI)
Absent:	Joseph Vercellone
Administration:	City Clerk Alex Bingham; Museum Director Leslie Pielack
Guests:	None

III. APPROVAL OF THE MINUTES

A. Review of the Minutes of March 5, 2021

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

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

MOTION: by DeWeese, seconded by Suter:

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

VOTE: Yeas, 6
Nays, 0

IV. UNFINISHED BUSINESS

None.

V. NEW BUSINESS

A. Review of Goals as outlined in Yearly Report

Clerk Bingham reviewed the item.

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

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

B. Review of Grave Sales & Next Grave Release Recommendation

Clerk Bingham reviewed the item.

Chair Bu~~n~~chanan[1] 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~~[2] would write a memorandum to inform the Board about the meeting that they could review in advance of their May meeting. Clerk Bingham reminded the Board what kinds of communication about the memorandum would run afoul of the Open Meetings Act.

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

Ms. Suter noted that ~~this~~[3] issue <u>of obstruction</u>[4] comes up every time a grave release is discussed, and that trying to rely on inaccurate information adds unnecessary work to the Board's workload. She asked that Ms. Arcome be directed to generate accurate information regarding which graves remain unavailable for use due to trees or other issues, so that the Board can trust the information they are working with moving forward.

[1] As changed at the May 7, 2021 meeting.
[2] As changed at the May 7, 2021 meeting.
[3] As changed at the May 7, 2021 meeting.
[4] As changed at the May 7, 2021 meeting.

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

MOTION: by Suter, seconded by Peterson:

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

VOTE: Yeas, 6
Nays, 0

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

Clerk Bingham said she was not aware of his report.

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

C. Review of Fee Schedule

Clerk Bingham reviewed the item.

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

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

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

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

MOTION: by DeWeese, seconded by Suter:

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

VOTE: Yeas, 6

Nays, 0

D. Cemetery Services Contract

Clerk Bingham reviewed the item.

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

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

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

~~Mr. Stern and Ms. Suter~~ Two Board members[5] said they wanted it made clear to the Commission that the Board's likely affirmative vote was a "rubber stamp" on the contract renewal[6], per Mr. Stern. They explained the Board would likely vote affirmatively because the City needed to maintain continuity of service for the Cemetery, even though some Board members had reservations regarding the contract.

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

MOTION: by DeWeese, seconded by Buchanan:

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

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

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

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

[5] As clarified at the May 7, 2021 meeting.
[6] As clarified at the May 7, 2021 meeting.

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

VOTE: Yeas, 5
Nays, 1 (Stern)

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

Clerk Bingham reviewed the item.

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

VI. REPORTS

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

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

There were no public comments.

VIII. BOARD COMMENTS

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

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

IX. ADJOURN

Chair Buchanan adjourned the meeting at 11:44 AM.

Next Meeting: May 7, 2021

Alexandria D. Bingham

Alexandria Bingham, City Clerk
/le

City of Birmingham
A Walkable Community

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 Cirt 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 $22,800and 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	11,200
Total Revenues		$60,500
Expenditures:		
General Government	101-215.000-811.0000	$22,800
Engineering and Public Services	101-441.003-811.0000	37,700
Total Expenditures		$60,500

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Clerk's Office

DATE: **November 30, 2022**

TO: **Greenwood Cemetery Advisory Board**

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **Greenwood Cemetery Board Strategic Plan Discussions**

INTRODUCTION:
The Greenwood Cemetery Advisory Board (GCAB) has requested to discuss and create a strategic plan. A strategic plan will emerge through discussions on the Greenwood Cemetery and will identify the cumulative vision of the board. The strategic plan is not a budgetary or policy document, however, it should be a reference to the board when making decisions and recommendations going forward. At the culmination of this process, a report will be created outlining the steps taken during the process and the outcomes of these discussions.

A tentative timeline will be used in this process:

December 2, 2022	GCAB Meeting	Review of the recent Birmingham Commission Strategic Goals document Board members create SWOT worksheet and deliver to Clerk before January 31, 2023
February 3, 2023	GCAB Meeting	A compilation of all the SWOT worksheet answers are presented to GCAB for discussion, with a goal of identifying top two strategic areas for short term objectives
March 4, 2023	GCAB Meeting	Clerk's Office presents a review of objectives with feasible short-term action items
April 1, 2023	GCAB Meeting	GCAB reviews Strategic Plan report as compiled by the Clerk's Office

FISCAL IMPACT:
A strategic plan is aspirational and not a budgeting document, therefore has no fiscal impact at this time.

PUBLIC COMMUNICATIONS:
All GCAB meetings fall under the Open Meetings Act and are open to public comment, and all GCAB agendas, packets and minutes are available online for public viewing.

ATTACHMENTS:

- 2022 City of Birmingham Strategic Plan
- 2021 Greenwood Cemetery Annual Report
- Greenwood Cemetery Board Ordinance
- Worksheet: Strengths Weaknesses Opportunities and Threats

SUGGESTED ACTION:
The Greenwood Cemetery Advisory board is asked to review plans and participate in discussions to create a shared strategic vision of the Greenwood Cemetery.

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Manager's Office

DATE: November 7, 2022

TO: Thomas M. Markus, City Manager

FROM: Melissa Fairbairn, Assistant to the City Manager

SUBJECT: Strategic Goals

INTRODUCTION:

At the October 11, 2022, Strategic Planning meeting facilitated by Dr. Lew Bender, the Commission identified its priorities for strategic goals as community and sustainability. The Commission directed staff to create recommended actions for each priority. The Manager's Office staff discussed the priorities with various department heads to expand upon the priorities and identify recommended actions for the next 3-5 years.

STRATEGIC GOALS:

- **Engaged and Connected Community** → Birmingham is a community that is connected to one another and engaged in the decision making process
    - Bridge the divide that Woodward Avenue creates in the city and transform the Woodward environment
        - Recommended Actions: Create a coalition with Woodward corridor communities, seek partnerships with community groups and elected officials, advocate MDOT for a transformational road diet
    - Offer City services and amenities that enrich the lives of residents of all ages
        - Recommended Actions: Create a task force to facilitate an aging in place plan, develop a plan for a permanent senior/community center to house Next senior services and to offer space for multigenerational programs, engage with youth in the community with a teen board or committee
    - Encourage robust resident engagement with their government and community
        - Recommended Actions: Expand use of Engage Birmingham, redevelop the Citizens Academy, create a Citizens Academy designed for high school aged community members
    - Increase connectivity between the Rouge River trail system, Downtown, and the neighborhoods

        - Recommended Actions: Conduct community engagement opportunities to gauge ideas from the public, reimagine the City property between Bates and the North Old Woodward structure to allow public access to the Rouge River

- **Environmental Sustainability** → The City of Birmingham positions itself for a changing future by instituting policies and practices that protect the natural environment and reduce extreme weather impacts on the community

    - Create a sustainability board to review projects, investigate funding opportunities, and offer public education opportunities
        - Recommended Actions: Create a framework to determine the environmental impact of purchases and project plans, create plan to transition to the purchase of EV fleet vehicles as appropriate
    - Maintain and upgrade infrastructure to prepare for future climate conditions
        - Recommended Actions: Increase storm water retention capabilities, replenish the City's tree canopy, incorporate green infrastructure into City projects
    - Modernize City facilities for energy efficiency and sustainability
        - Recommended Actions: Add electric vehicle charging capabilities to City facilities, include increased energy efficiency measures in renovation projects, expand recycling capabilities in City facilities

- **Efficient and Effective Services** → Birmingham will address the needs of the community in a timely and respectful manner.

    - Incorporate new technologies to improve service delivery for residents including digitization of public records and museum materials
        - Recommended Actions: Utilize open budget software to allow residents to easily navigate the City's budget, continuously review the City's software to identify inefficiencies and gaps
    - Build and retain an effective and professional staff who serve the community
        - Recommended Actions: Foster an environment of creativity, cooperation, and collaboration between staff, expand training and education opportunities for staff, share staff successes with the community
    - Create community risk reduction policies and programs that emphasize citywide increased safety and security
        - Recommended Actions: Create a role within the Fire Department to meet with community groups to educate residents on health and safety risks, expand Code Enforcement to proactively enforce City codes, upgrade safety and security measures at City facilities

ATTACHMENTS:

- Final Report: Strategic Planning Process by Dr. Lew Bender

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the City's strategic goals and direct the City Manager to begin implementing the strategic goals.

BIRMINGHAM
A WALKABLE CITY

City of Birmingham, Michigan

Final Report
Strategic Planning Process

Submitted by:
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P.O. Box 330
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(618) 792-6103-Cell
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www.lewbender.com
November 7, 2022

5D

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II. City Commission Strategic Goals 2022-2027

III. Next Steps

IV. Appendixes

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  - SWOT Analysis
  - Shared Five-Year Vision Tour
- B. Staff and City Board Chairs Input
- C. Community Members Input
- D. Potential Goal Areas for the City of Birmingham
- E. Suggested Mission and Values Statements

I. Overview Strategic Planning Process

The Birmingham City Commission and Staff engaged in a four-step process in creating the strategic direction for the organization:

Meeting One: Initial Commission Discussion August 24, 2022	**Participants:** Mayor, City Commission, City Manager, and Senior Staff.	***Focus:*** • Reviewed and finalized the strategic planning process. • Reviewed the state of the City and discussed major trends and changes. • Identified the Strengths and Weaknesses of the City and the Opportunities and Challenges facing the community (SWOC). • Created an Initial shared Five-Year Vision Tour of the City of Birmingham.

Meeting Two: Staff input. August 25, 2022	**Participants:** City Staff, City Board Chairs in various meetings.	***Focus:*** • Staff and Board Chairs identified strengths, weaknesses, opportunities, and challenges facing the City. • Goals and Objectives that the Commission might consider.

Meeting Three: In-person resident input to the Commissioners September 14, 2022	**Participants:** City Residents, Business Owners and Community Leaders, Mayor, Commissioners, Manager, Department Heads, and identified Staff.	***Focus:*** • Commissioners gained public input related to challenges, opportunities, and achievable five-year goals from assembled groups of citizens. • Commissioners facilitated breakout sessions with assembled citizens. • Department Heads and Staff assisted in the note-taking and providing information.

Meeting Four: Putting it together. October 14, 2022	**Participants** Mayor, Commissioners, Manager, and some Department Heads.	***Focus:*** • Reviewed and discussed previous groups' input. • Identify the top Two Strategic Areas. • Identify key objectives and guidelines for each goal area. • Asked the City Manager to identify One-Year Tasks to be completed.

II. City Commission Strategic Goals - 2022-2027

In the final Commission strategic planning session, the commissioners determined that they wished to focus on two areas over the next five years:

Sustainability in:

- Environmental
- Infrastructure
- Efficient Operations
- Technology

Community

- East-West Divide. Woodward Diet
- Senior Center
- Citizen Engagement
- Multi-Generational Programming
- NOW

III. Suggested Next Steps

- The City Manager and Staff will review this document and prepare a workable list of items to be completed next year. The one-year tasks and the strategic plan will be submitted to the Commission for final approval.
- Upon approval of the plan, the Commission will have monthly discussions regarding some element(s) of this strategic plan.
- Six to seven months after adopting the plan, The Commission and Senior Staff will review the strategic plan and one-year tasks and revise them if necessary.
- Twelve to thirteen months after formal adoption, the Commission and Senior Staff will review and revise the plan and identify the one-year tasks for 2023 and 2024.
- It is recommended that future decisions by the Commission should be reviewed in light of the strategic plan.

IV. Appendixes

A. Initial City Commission Discussion

- **SWOT Analysis**
- **Shared Five-Year Vision Tour**

B. Staff and City Board Chairs Input

C. Community Members Input

D. Potential Goal Areas for the City of Birmingham

E. Suggested Mission and Values Statements

Appendix A: Initial City Commission Discussion

Wednesday, August 24

Participants:

- Mayor Therese Longe
- Mayor Pro Tem Pierre Boutros
- Commissioner Clinton Baller
- Commissioner Andrew Haig
- Commissioner Brad Host
- Commissioner Elaine McLain
- City Manager, Tom Markus
- Assistant City Manager, Jana Ecker
- Clerk Alexandria Bingham
- Assistant to the City Manager, Melissa Fairbairn
- City Attorney Mary Kucharek
- *4 members of the public

Strengths, Weaknesses, Opportunities, Challenges (SWOC)

Strengths

- Reputation
- Financial stability
- Recreational assets
- Inclusive and respectful community
- Well run
- Ability to prioritize improvements
- Robust parking system
- Two golf courses
- Community organizations and churches
- Library
- Police and Fire Department services
- Safe and outstanding public services
- Safe, vibrant, walkable, and stable

Weaknesses

- Housing prices
- Aging infrastructure
- Unimproved streets
- Combined sewer system – backups
- McMansions
- East/West divide

Opportunities

- Take advantage of private funding
- Private/public partnership
- Bate/N. Old Woodward property
- Bandshell in Shain Park
- Facilities

Challenges

- Maintaining reputation
- Schools
- Speed to get things done
- Lack of a senior center
- Sidewalk gaps and streets without sidewalks
- Climate change
- Providing broad services to people from other communities
- Housing that is not used year-round
- Loss of school-age children

Initial shared Five-Year Vision Tour of the City of Birmingham.

- Downtown completed with no big gaps – concept complete
- Progress in the Triangle District – connect the east and west
- East- West walkable Woodward Road diet completed (plans submitted)
- At least a plan for a senior center – involving neighboring communities
- More cultural events
- Good shape with staffing (experience and culture)
- Plans for Bates/NOW – public access to the riverfront
- The continued evolution of all neighborhoods
- High-quality, desirable housing stock
- Pickleball courts/completion of Parks Bond projects
- Tighter land use ordinances
- Improve streets, water, and sewer
- Incentivizing good behavior from developers and builders
- Maintain what we have

Appendix B: Staff and City Board Chairs Input
Thursday, August 25
Participants

8 a.m.

- City Manager, Tom Markus
- Assistant City Manager, Jana Ecker
- Assistant to the City Manager, Melissa Fairbairn
- Communications Director, Marianne Gamboa
- HR Manager, Joseph Lambert
- Police Chief, Mark Clemence
- Director of Public Services, Lauren Wood
- Fire Chief, Paul Wells
- Finance Director, Mark Gerber
- IT Director, Eric Brunk
- Parking Manager, Aaron Ford
- Museum Director, Leslie Pielack
- City Clerk, Alexandria Bingham
- Planning Director, Nicholas Dupuis
- Assistant Building Official, Mike Morad
- City Engineer, Melissa Coatta
- City Attorney, Mary Kucharek

10 a.m.

- Assistant City Manager, Jana Ecker
- Assistant to the City Manager, Melissa Fairbairn
- Parks and Forestry Manager, Carrie Laird
- Public Services Manager, Mike Bernal
- Assistant Fire Chief, Matt Bartalino
- Senior City Planner, Brooks Cowan
- Caitlin Donnelly, Museum
- Ann Tappan, Clerk's Office
- Heather Tolliver, Community Development

Challenges facing the City of Birmingham and goals that the Commission might consider.

- Housing diversity
- Employee retention and recruitment, employee appreciation and recognition
- Fear of change
- Civility
- Know your role
- Service expectations from the Commission and the public
- Negative polarization
- Improved technology acceptance
- Infrastructure improvement and funding (who pays?)
- Modern infrastructure (water mains, hydrants, combined sewer)
- Climate change – extreme weather events
- Communication
- No band-aids, be proactive

Staff and City Board Chairs Input continued

Goal Areas

- Trust the staff
- Sustainability initiative
- United commission projects - increased productivity
- More reasonable expectations that can be controlled, reality check
- Continued practice of chain of command through the city manager to staff - be mindful of burden and burnout
- Shorter commission meetings, time management, efficient debate, and less grandstanding
- Employee training programs, active shootings, etc.
- Getting more grant money – working with legislators
- Stop catering to the vocal minority
- Learn that "no" is an answer – efficient use of staff time
- Evaluate benefit pay – consider staff feedback
- Add more full-time positions and interns

Participants

Noon

- Assistant City Manager, Jana Ecker
- Assistant to the City Manager, Melissa Fairbairn
- Parks and Recreation Board Chair, Heather Carmona
- Building Zoning Appeals Board Chair, Eric Morganroth
- Greenwood Cemetery Board, Chair Linda Buchanan

Challenges facing the City of Birmingham and goals that the Commission might consider.

- Climate resiliency, climate change, extreme weather events
- Changing demographics (older-younger)
- Lead in anticipating services
- Housing rebuilds – loss of character and legacy
- Upgrade streets
- Residential street parking (high-rise condos exacerbate)
- Impacts of development – sewer rates
- Electric vehicle charging stations
- Government access – connection to the community

Goal Areas

- Streets
- Housing rebuilds – control the contractors
- Climate resiliency – be responsive and anticipating
- Transparency – citizen trust issues – engagement

Appendix C: Community Members' Input
Wednesday, September 14, 2022

Participants:

- Mayor Therese Longe
- Mayor Pro Tem Pierre Boutros excused
- Commissioner Clinton Baller
- Commissioner Andrew Haig
- Commissioner Brad Host
- Commissioner Elaine McLain
- City Manager, Tom Markus
- Assistant City Manager, Jana Ecker
- Clerk Alexandria Bingham
- Assistant to the City Manager, Melissa Fairbairn
- City Attorney Mary Kucharek

*Approximately 30 members of the public

Community members were asked to list their views of the top four or five challenges facing the City of Birmingham.

- BPS de-population
- Meeting the needs of the aging population
- Housing
    - Affordable housing (3)
    - Housing density (2)
- Quality and continuity of staff – leadership and retention
- Traffic control, speed, etc. (2)
    - Safety
    - Crosswalk safety
    - Enforcement
- Commercial parking requirements – review versus modern needs
- The east/west divide
- Development in the Triangle District
- Accessibility to more parks
- Trail Accessibility
- Preserving neighborhoods
- Age-specific services
- Neighborhood/small businesses (for example, grocery stores or hardware stores)
- Woodward noise, Dream Cruise noise (2)
- More or less density
- Type of housing/housing density
- Sense of community – neighborhood
- Limited real estate space
- No permanent senior center
- Loss of historic residential property – character
- Maintaining the character during growth

Community Members' Input continued

- Review zoning ordinances and codes – a balance of scale and size
- Enhance communications between commission/boards/city commission/HOA/residents
- Construction design planning for downtown parking

The community members were asked to list their opinion on the top future focus areas.

- Plan for changing demographics
- Managing growth and redevelopment
- Sustainability of development
- A balance between residential and business interests
- Balanced zoning (2)
- Neighborhood, staffing, infrastructure, commercial pressure
- Affordable housing
- Traffic control on Woodward (speed, etc.) (2)
- Benchmarking similar cities, collaboration
- ??? Distribution of parks
- Parks improvement
- Community participation
- Special events – farmers market, concerts, movies
- Work with schools
- Resolving longstanding issues – senior center, unimproved roads, infrastructure
- Resurfacing streets, improving streets
- Safety
    - pedestrians/cycling
    - Crosswalks, consistent crosswalk design
    - Pedestrian safety study
- Access to on-street parking
- Street improvements – just do it
- Tranquility

Appendix D – Potential Goal Areas for the City of Birmingham

The following potential goal areas are based on the initial City Commission discussion and input from staff and Birmingham Board Chairs. These goal areas were presented to the Commissioners for consideration at the final meeting.

I. CONNECTED COMMUNITY

- East-West walkable-connected. Complete Woodward Diet downtown completed without large gaps.
- High-quality, desirable housing stock.
- The continued evolution of the neighborhoods.
- Transparency-Citizens Trust Issues. (Board Chairs)

II. COMMUNITY LIFE

- More Cultural Events
- A plan for the Senior Center in conjunction with neighboring communities.
- Plans for Bates/NOW-Public access to the riverfront.
- Pickleball Courts and completion of the Parks Bond Project.
- Incentivized good behavior of developers and builders
- Protect what we have.
- Family supporting programs (Residents)

III. STAFF AND ORGANIZATIONAL SUSTAINABILITY

- Good shape with staffing in terms of experience and culture.
- Reasonable-sustainable workloads for staff (staff)
- Continued use of Commission-Manage Chain of Command (staff)
- Efficient use of staff time. Reduction of small distractions diverting staff from priorities. (staff)
- Stronger communication-trust between Commission and staff. (staff)
- Staff training programs. (staff)
- Evaluate staff benefits and pay and the number of full-time/part-time positions.

IV. INFRASTRUCTURE

- Improve streets, water, and sewer
- Tighter land use ordinances.
- Climate Resiliency-Electric Vehicle charging stations (Board Chairs)
- Balanced zoning-managed growth and redevelopment (Residents)
- Present-future parking needs Assessment (Residents)
- Traffic control-Woodward (Residents)
- Safety for pedestrians and cyclists (Residents)

Appendix E: Suggested Mission and Values Statements

Mission:

The mission of the City of Birmingham, Michigan, is to deliver fiscally responsible, highly dependable, and sustainable municipal services with an emphasis on public safety, community livability, responsible planning for infrastructure improvements, and the environment. In pursuit of this mission, we use data to make decisions and measure progress based on economic, social, and environmental factors.

Values:

- Customer Service Focus – We engage citizens with a focus on listening and supporting their needs, anticipating and delivering high-quality service.
- Integrity – We conduct ourselves in a manner that is ethical, legal, and professional.
- Innovation – We look for and embrace new and effective ways to do things.
- Accountability – We promote openness and transparency in our operations, ensuring we are always accountable.
- Stewardship – We serve as stewards of the public's financial, environmental, social, and physical resources seeking to responsibly utilize, conserve and sustain for current and future generations.

GREENWOOD CEMETERY ADVISORY BOARD

2021/2022 ANNUAL REPORT

September 2022

Linda Buchanan, Chair
Linda Peterson, Vice Chair
Pam DeWeese
Laura Schreiner
George Stern
Margaret Suter
Joseph Vercellone

INTRODUCTION

The Greenwood Cemetery Advisory Board was established by the Birmingham City Commission on October 13, 2014. One of its duties is to submit a report to the Commission on an annual basis of the general activities, operation, and condition of the cemetery for the preceding 12-month period. The Greenwood Cemetery Advisory Board Annual Report includes a summary and update of the cemetery's status, related finances, and the GCAB's planned activities for the next fiscal year.

In alignment with the City's fiscal year, the current GCAB's report covers the period from July 1, 2021 through June 30, 2022.

GENERAL ACTIVITIES

Meetings

The Greenwood Cemetery Advisory Board is required to meet at least quarterly. During the report period, the board met four times in 2021 and five times in 2022. The Greenwood Cemetery Advisory Board has met and exceeded the quarterly meeting requirement. Board activities focused primarily on established project priorities for the period.

2021/2022 Accomplishments

- Produced the 2020-2021 Annual Report
- Thoroughly reviewed the Greenwood Cemetery Operational Procedures, Conditions, and Regulations
- Discussed the concept of continuing the sidewalk in front of the cemetery along Oak Ave.
- Drafted and revised a Policy for Approving and Installing Markers for Persons of Historical Significance
- Made recommendation to the City Commission for the renewal of the Cemetery Service Provider Contract
- Discussed the installation of a sign acknowledging the cemetery's recent designation in the National Underground Railroad Network to Freedom
- Advocated for enhancements to the cemetery including improving the appearance of the pole and chain in section F and the installation of an additional trash receptacle
- Reflected on the 2020-2021 Annual Report and participated in goal setting discussions in order to produce the 2021-2022 report and goals

OPERATION

Sales and Financial Information

On December 1, 2019, Creative Collaborations, LLC became transitional provider for cemetery services, with the exception of grounds maintenance, which is provided by the City's Department of Public Services. On May 1, 2020, Creative Collaborations entered into a one-year renewable contract with the City to provide cemetery services on an ongoing basis, the contract was renewed again on April 26, 2021 for the 2021-2022 fiscal year and again on May 9, 2022 for the 2022-2023 fiscal year. Grounds maintenance continues to be provided by DPS with ongoing communication and collaboration between Creative Collaborations, DPS, and the City Clerk's office.

On January 14, 2019, the City Commission approved a payment plan policy for cemetery plots that requires full payment within 24 months. During the 2021-2022 fiscal year, no new payment plans have been initiated, 3 of the existing plans have been paid in full, 4 payment plans are still in progress. The Clerk's Office and Treasurer's Office monitors active payment plans. Plots under a payment plan are considered sold for purposes of availability unless the plot becomes available again in the event of a purchaser default.

Grave Sales Detail, July 2020 - June 2021

Month	*Sec B*	*Sec C*
July 2021	1	1
August 2021	-	-
September 2021	-	1
October 2021	-	1
November 2021	-	-
December 2021	1	-
January 2022	-	-
February 2022	1	-
March 2022	-	-
April 2022	-	-
May 2022	-	-
June 2022	-	-
Total Sold	3	3
Total Available Under Current Authorization	24	2
Total Available (Not Released)	**123**	**0**

**Graves Obstructed - On 1/29/21 Creative Collaborations noted that graves 1 & 2 in Section C rows 18-A & 19-A are not able to be used due to obstructions.*
** Graves Obstructed - On 3/25/21 DPS noted that graves in row 19-A 1,2,13,14,16 are obstructed by trees*
** Grave Release Approved by Commission on April 26, 2021 – Section B, Rows 17-C, 16-C, 15-C & 14-A for a total of 38 Graves, 9 of which are obstructed)*
** Grave Release Approved by Commission on December 13, 2021 - 1 grave in section B, row 2-A for an at-need situation for a family with adjacent space.*

**On April 12, 2021 the City Commission approved the grave price increase for plots that can accommodate one full burial from $3,000 to $4,000 per plot. All graves sold in the 2021-22 FY were at the rate of $4,000 per grave.*

FY 21-22 Grand Totals	
Sales in B	3
Sales in C	3
Sales in Other	0
Resident Purchases	2
Non-Resident Purchases	4
Payment Plans Initiated	0
Total Graves Sold	6
Transfer of Ownership Filed	6
Additional Burial Rights Purchased	5

**Plots in Sections B and C sold under a payment plan are included in the number of sales made for the quarter in which the payment plan was initiated. The remittance to the Perpetual Care Fund of payment for the plots is recorded in total in the quarter in which the final payment is made.*

Beginning December 1, 2019, Creative Collaborations, LLC, remits 100% of revenue to the City, which then makes payments to the contractor for services performed.

Burials and Inurnments, July 2021 - June 2022

Burials and inurnment activity during the period can be used to understand utilization of graves and assist in planning for future sales.

Cremation vs. Burial: According to NFDA's 2021 Cremation and Burial Report, the 2021 cremation rate is projected to be 57.5% and the burial rate is projected to be 36.6%. The City of Birmingham's 2021-2022 cremation rate is above the national average at 75.0% and the full burial rate is below the national average at 25.0%.

	Sec B		Sec C		Other		Total by Month	
	Full	Crem	Full	Crem	Full	Crem	Full	Crem
July 2021	0	1	1	0	1	3	2	4
August 2021	1	1	0	0	1	0	2	1
September 2021	0	0	0	1	0	4	0	5
October 2021	0	1	0	0	1	2	1	3
November 2021	0	1	1	3	0	1	1	5
December 2021	0	3	0	0	1	1	1	4
January 2022	0	0	0	0	0	0	0	0
February 2022	0	0	0	0	0	0	0	0
March 2022	0	0	0	0	1	0	1	0
April 2022	0	0	0	0	0	0	0	0
May 2022	1	0	0	0	0	4	1	4
June 2022	0	0	0	0	0	1	0	1
Totals	2	7	2	4	5	16	9	27

Perpetual Care Fund

Revenues from grave sales are used to increase the Perpetual Care Fund for Greenwood Cemetery, with investment earnings remaining with the PCF. Currently all cemetery care and maintenance is funded through the general fund. Eventually the goal is for the perpetual care fund to be able to take over the financial burden of cemetery maintenance through interest accrued.

Detail for July 2021 through June 2022:

2021 Q Ending September 30	
Proceeds from cemetery plot sales	$ 4,436.00
Investment income	5,159.61
Revenue for Perpetual Care Fund	$ 9,595.61
2021 Q Ending December 31	
Proceeds from cemetery plot sales	$27,410.00
Investment income	4,879.42
Realized gain (loss)	(305.42)
Revenue for Perpetual Care Fund	$32,594.84
2022 Q Ending March 31	
Proceeds from cemetery plot sales	$ 0.00
Investment income	5,533.64
Revenue for Perpetual Care Fund	$ 5,533.64
2022 Q Ending June 30	
Proceeds from cemetery plot sales	$ 400.00
Investment income	5,721.46
Unrealized Loss	(177,192.36)
Revenue for Perpetual Care Fund	$ (171,070.90)

Notes

1. We have created a new department within the General Fund to better track cemetery expenses. This will allow the City to get a better estimate of costs that the perpetual care fund will need to cover in the future.

2. While the fund has sustained a significant unrealized market loss (paper loss not a real loss) for this fiscal year, the fund overall has a net positive market gain on investments since inception.

3. The focus of the perpetual care fund right now is for long-term growth. To achieve this goal, the fund is invested in equity investments near the maximum allowed by state law with no more than 40% of the amount invested in equities in any one asset class (large cap, mid cap, small cap) as per our investment policy.

4. Investment gains will only go so far to grow the perpetual care fund. More plots will need to be sold or other sources of income need to be determined to achieve a sustainable principal balance from which investment income can be generated to fund cemetery maintenance.

CITY OF BIRMINGHAM
PERPETUAL CARE FUNDS
INVESTMENT REPORT
6/30/2022

	PRINCIPAL	INCOME	TOTAL
BEGINNING BALANCE 6/30/2021	$ 1,046,957.48	$ 77,502.09	$ 1,124,459.57
SALE OF GRAVES	36,246.00	-	36,246.00
CAPITAL GAINS (LOSSES)	(305.42)	-	(305.42)
INTEREST/DIVIDENDS	-	23,833.97	23,833.97
CHANGE IN MARKET VALUE	(177,192.36)	-	(177,192.36)
ENDING BALANCE 6/30/2022	$ 906,316.54	$ 101,336.06	$ 1,007,652.60

INVESTMENTS		
BOND MUTUAL FUNDS	$ 468,651.91	46.5%
EQUITY MUTUAL FUNDS	539,000.69	53.5%
TOTAL	$ 1,007,652.60	

CITY OF BIRMINGHAM
PERPETUAL CARE FUNDS
ANNUAL INVESTMENT REPORT
6/30/2022

	PRINCIPAL (NONSPENDABLE)		INCOME (SPENDABLE)		TOTAL
BEGINNING BALANCE 6/30/2021					
Pooled Funds	$ -		$ -		$ -
Bond Mutual Funds	459,843.87		53,239.99		513,083.86
Equity Mutual Funds	587,113.61		24,262.10		611,375.71
		$ 1,046,957.48		$ 77,502.09	$ 1,124,459.57
SALE OF PLOTS					
Bond Mutual Funds	12,410.00		-		
Equity Mutual Funds	23,836.00		-		
		$ 36,246.00		$ -	$ 36,246.00
CAPITAL GAINS (LOSSES)					
Pooled Fund	$ -				
Bond Mutual Funds	(305.42)				
Equity Mutual Funds	-				
		$ (305.42)			$ (305.42)
INTEREST/DIVIDENDS					
Pooled Fund			$ -		
Bond Mutual Funds			15,706.81		
Equity Mutual Funds			8,127.16		
				$ 23,833.97	$ 23,833.97
CHANGE IN MARKET VALUE					
Pooled Fund	$ -				
Bond Mutual Funds	(72,854.18)				
Equity Mutual Funds	(104,338.18)				
		$ (177,192.36)			$ (177,192.36)
ENDING BALANCE 6/30/2022		$ 906,316.54		$ 101,336.06	$ 1,007,652.60

INVESTMENTS					
BOND MUTUAL FUNDS	399,705.11		68,946.80		468,651.91
EQUITY MUTUAL FUNDS	506,611.43		32,389.26		539,000.69
TOTAL		$ 906,316.54		$ 101,336.06	$ 1,007,652.60

CONDITION

During the 2021-2022 fiscal year, the City's Department of Public Services has overseen cemetery landscape maintenance, which has included:

- Oversight of Lawn Mowing Contractor including weekly cuts and spring and fall cleanup
- Oversight of Forestry Contractor for Tree Maintenance as directed by DPS
- Maintenance of the Tree Inventory Program
- Lawn fertilization twice a year
- Burial topsoil and seeding: spring and fall
- As-needed general clean up: grave blankets, old flowers, fallen branches
- Trash removal: 2 to 3 times per week
- Maintenance of water system: start up, winterizing, and repair as needed
- Repair of turf as needed
- Removal of snow stakes
- Snow removal
- Raising and leveling of markers/monuments or approval of arrangements with vendor for same
- Building/fencing/road maintenance as needed

PLAN FOR 2022/2023

The Greenwood Cemetery Advisory Board has prioritized the following action items for 2022-2023:

CRITICAL GOALS

Short Term

- ***Review the Cemetery Management Agreement***
    - Creative Collaborations, LLC. has been the contracted cemetery service provider since December 1, 2019. The contract has been renewed in one-year increments on May 18, 2020, April 26, 2021, and May 9, 2022.
    - GCAB wishes to review the contract, ensure that all Greenwood Cemetery needs are being met. GCAB is interested in issuing a new RFP to reassess the current market of providers for cemetery services to make sure that the City of Birmingham is able to retain the best cemetery service provider available.
    - This includes reviewing the cost of clerical services, as well as cost of labor for installing markers, performing burials, and inurnments.
- ***Finalize a policy and application process to allow the installation of markers for persons of historical significance***
    - The need for a policy and application process to allow the installation of markers for persons of historical significance recently emerged as special interest groups have identified specific persons in the cemetery that they would like to memorialize or give extra recognition to. Typically, only deed holders and immediate family arrange to purchase and install monuments in honor of an individual. The process being developed will allow thorough review from staff and related advisory boards in order to permit the installation of these monuments.
- ***Develop a Strategic Plan for the Greenwood Cemetery Advisory Board***
    - GCAB will benefit from going through the strategic planning process to evaluate strengths, weaknesses, opportunities, and threats/challenges the cemetery faces. In going through the process, the board will come up with a vision of what the cemetery should look like in the future, consider stakeholder perspectives, expectations, and needs as well as reconfirm the mission, vision, and values. Strategic planning will empower the board to function more efficiently. The City Clerk will continue to work as the staff liaison to the board and ensure that the board has a clear understanding of their expectations such as being in "growth" or "maintenance" mode.
- ***Conduct an Obstruction Survey***
    - An obstruction survey would be beneficial to determining the status of available graves in the cemetery. Trees and foliage in the cemetery change over time. The obstruction survey would provide a more accurate assessment of what is available right now, as well as what space may become available in the future. Space that is currently obstructed by trees and shrubs may not always be obstructed. An obstruction survey could also give way for staff to determine space that can be used for future plantings.

Long Term

- *Confirm the baseline amount of known available plots in the cemetery*
    - Record reconciliation is an ongoing process in the Clerk's Office. GCAB closely monitors sales activity in the cemetery as well as internments and inurnments throughout the cemetery. Section B and C are active in regard to sales as well as internments and inurnments. Transfers of ownership, internments, and inurnments are the most common activities taking place in in the cemetery's sections other than B and C with the occasional private sale. This goal partners with the planned monument/marker inventory survey and the GIS mapping initiative to reconfirm that all space in Greenwood Cemetery is owned, used, or is part of the more recently plotted graves in sections B and C from 2015.
- *Monitor the continued growth of the perpetual care fund*
    - The GCAB monitors the growth of the perpetual care fund and can propose strategies for increasing the funds growth in order for the fund to reach a point where the interest accrued can cover most or all of the general maintenance requirements of the cemetery.
- *Monitor the demand for cemetery services*
    - GCAB members review cemetery data in regards to sales, internments and inurnments and consider trends in order to suggest ways Greenwood Cemetery may need to adapt in order to meet future demands.
- *Continue historic preservation efforts*
    - The GCAB works collaboratively with the Museum Board and Friends of the Birmingham Museum (a.k.a. the Birmingham Historical society) GCAB develops projects such as the monument/marker inventory survey, and the Friends of the Birmingham Museum conducts bi-annual tours in the cemetery to continue to educate and engage citizens while preserving history in the cemetery.

DESIRED GOALS

Short Term

- *Replace pole & chain in section F*
    - The pole and chain in section F remains in place for the safety of cemetery users and to allow access as needed for cemetery operations. The current pole and chain functions as a safety measure, GCAB wishes to find an alternative safety barrier that meets the aesthetics of the cemetery. DPS and the cemetery contractor will provide input to make sure any proposed changes meet safety and operational requirements.
- *Reevaluate the effectiveness and possible need for GPR in the cemetery*
    - GCAB wishes to reevaluate the potential benefits of Ground Penetrating Radar (GPR) and take into consideration any change in cost of this type of survey as well as improvements in technology since the item was last reviewed.

Long Term

- *Monument/marker inventory survey*
    - GCAB began working on planning for the process and survey for a monument/marker inventory with the guidance of Museum Director Pielack and City Clerk Bingham at the June 4, 2021 GCAB meeting. The GCAB wishes to conduct this survey with volunteers and the support of city staff in order to cross-reference general information and collect baseline condition data and photos that could potentially be linked with the GIS data project. Monuments or markers that may need maintenance may also be identified through this survey.

- *GIS Mapping – Launching a digital map for public reference*
    - City Staff in the planning department with GIS expertise created a GIS map of the cemetery. Data points from DPS on tree locations within the cemetery were added as a layer to the map in the spring of 2021. This goal ties in with the monument/marker inventory survey and confirming the baseline information of known available plots in the cemetery. Ongoing efforts are being made as time allows, the Clerk's office provides progress updates to GCAB as needed.
- *Determine Capital Outlay Projects*
    - GCAB may discuss and study the potential benefits of a capital outlay project. The GCAB will provide a recommendation and report to the City Commission if a capital outlay project is identified.
- *Explore Above Ground Crematorium Opportunities*
    - With the limited space in the cemetery and shifting demand towards cremation and inurnments, the GCAB wishes to explore the costs, benefits, and opportunities for installing a columbarium.
- *Review and update Greenwood Cemetery Operational Procedures, Conditions and Regulations*
    - The GCAB spent a considerable amount of time in the 2021-2022 FY reviewing and updating the rules and regulations. To keep the rules and regulations current going forward they will conduct an annual read through to maintain the document.

SUMMARY AND RECOMMENDATIONS

Grave sale activity primarily occurs in sections B and C and is closely monitored by the City Clerk's office.

	Section C (released) Rows: 18-A, 19-A, 20-A	Section B (released) Rows: 14-A, 15-C, 16-C, 17-C	Section B (reserved) Rows: A-1 through A-13
Obstructed	31	9	*Currently being reviewed
Owned	41	63	187
Available	0	24	*123

The GCAB, Clerks Office, DPS, Museum, and contracted cemetery service provider continue to work collaboratively to preserve the historic charm and ambiance of Greenwood Cemetery while ensuring the highest standards of maintenance and service are being provided. The GCAB will continue to monitor data as provided by the City Clerk, work on their goals as laid out in this document, and make recommendations for future grave releases and/or improvements for the preservation and operation of the Historic Greenwood Cemetery.

The cemetery is in a state of slow growth and preservation.

For the 2022-2023 FY GCAB is encouraged to continue working on the goals as identified in this report at their regular monthly meetings. Recommendations made by the Greenwood Cemetery Advisory Board will be presented to the City Manager's Office for further direction and implementation.

Sec. 34-30. - Establishment of the Greenwood Cemetery advisory board.

(a) *Composition.* There is hereby established the Greenwood Cemetery advisory board for the city which shall consist of seven members who shall serve without compensation. Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. The city manager or his/her designee shall serve as ex officio, non-voting members of the board.

(b) *Terms of members.* Each member shall be appointed for a term of three years ending on the first Monday of July of the third year after appointment, or upon the appointment of his successor, whichever is later, except that in the first instance three of the members shall be appointed for a one-year term and two shall be appointed for two-year terms. Vacancies occurring other than through the expiration of term shall be filled for the unexpired term by the city commission.

(c) *Removal of members.* Members of the Greenwood Cemetery advisory board shall hold office at the pleasure of the city commission and can be removed at any time with or without cause.

(d) *Organization.* The Greenwood Cemetery Advisory Board shall elect a chairperson and vice-chairperson from its membership annually at its first meeting after the first Monday of July.

(e) *Meetings.* The Greenwood Cemetery Advisory Board shall hold at least one regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the Greenwood Cemetery advisory board. The Greenwood Cemetery advisory board shall keep a written or printed record of its proceedings which shall be a public record and property of the city.

(f) *Expenditures and assistance.* The Greenwood Cemetery advisory board may call upon the city manager for such services and data from the various departments as it may require. The Greenwood Cemetery advisory board may recommend to the city commission the securing of such professional and consulting services as it may require, however, the Greenwood Cemetery advisory board shall not have any authority to authorize or otherwise obligate the city to incur expenses and/or approve contracts. Requests for expenditures shall be routed through the ex-officio member(s) of the board to the city commission for consideration.

(g) *Powers and duties.* In general, it shall be the duty of the Greenwood Cemetery advisory board to provide 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; and

(4) *Day to day administration.* The day to day administration of the cemetery shall be under the direction and control of the city, through the city manager or his/her designee.

(h) *Reports.* The Greenwood Cemetery advisory board shall make and submit to the city commission annually a report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery advisory board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery advisory board, advise the city commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

(i) *Protection of property.* No person shall take, use, or occupy the Greenwood Cemetery except in accordance with such rules and regulations governing such as may from time to time be authorized by the city commission.

(Ord. No. 2146, 10-13-14)

Strengths-Weaknesses-Opportunities-Challenges (SWOC) Analysis

Strengths	**Weaknesses**
•	•
Opportunities	**Challenges (or Threats)**
•	•

December 2022 Updates

Clerk's Office Update

For more information on the Clerk's Office, see Manager's Report for November 2022

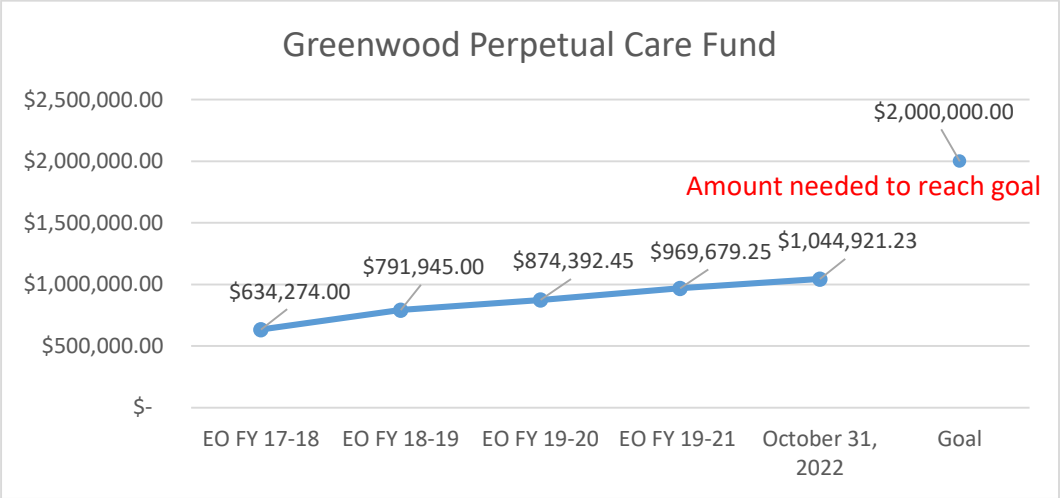
Engineering Update

Some of the construction staking at the east cemetery approach was removed prior to construction. It should be re-staked soon, and the approach and rest of sidewalk will be poured soon as weather permits.

Department of Public Services Update

The trees moved from the sidewalk project have been relocated to Quarton Lake.

Financial



Sales

Greenwood Cemetery Sales and Availability				
	Sec B	Sec C	Resident	Non-Resident
July 2022	1	1	1	1
August 2022	-	-	-	-
September 2022	1	2	1	2
October 2022	0	0	0	0
November 2022	0	1	0	1
December 2022				
January 2023				
February 2023				
March 2023				
April 2023				
May 2023				
June 2023				
Total Sold				
Total Available Under Current Authorization	23	0		
Total Available (Not Released)	**121**	**0**		

** *1 grave in section B, row 12-A was released on August 15, 2022 by the City Commission for a family with adjacent space.*

Burials & Activity

	Sec B		Sec C		Other		Total by Month	
	Full	Crem	Full	Crem	Full	Crem	Full	Crem
July 2022	2	0	2	0	0	1	4	1
August 2022	0	1	1	0	0	1	1	2
September 2022	1	0	1	1	1	3	3	4
October 2022	0	0	0	2	0	5	0	7
November 2022	0	0	0	0	0	0	0	0
December 2022								
January 2023								
February 2023								
March 2023								
April 2023								
May 2023								
June 2023								
Totals	3	1	4	3	1	10	8	14

CITY MANAGER'S REPORT

November 2022

Baldwin Public Library

Library Board

The Library Board met on November 14 and 21 for two special meetings and one regular meeting. The Board interviewed three companies who submitted bids for construction management services for the Phase 3 expansion and renovation of the front entrance and circulation area. Their final recommendation will be forwarded to the City Commission for approval at the December 5 Commission meeting. The Board also finalized plans for the cafe and collaboration space in the newly expanded entrance. The cafe space will include a small vending cafe with a sink but will not include a single occupant restroom.

"Our Natural World" Art Exhibit

The library will be unveiling a new collaborative art project featuring paintings by K-12 students in Bloomfield Hills and Birmingham Public Schools. The theme of the exhibit is "Our Natural World." The paintings will be hung lining the exterior facing windows of the Youth Room and will be visible from Shain Park, Merrill Street, and Martin Street. This project has been planned and coordinated by residents David Bloom, Barbara Heller, and Laura Host. A reception will be held on Saturday, December 3 at 10:30 a.m. on the Winter Markt main stage. Refreshments will be available inside the Youth Room following the unveiling.

Musical Performance

On Saturday, December 3 at 11:00 a.m., Baldwin will host a live musical duo performance featuring violinist Andrew Wu. Come listen to a magical duo concert showcasing the development of the viola as a solo instrument and featuring music by composers Haydn, Mozart, Fuchs, and Glière.

Behind the Scenes Tour

If you'd like to learn even more about the library, join Library Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the Library's vestibule on Tuesday, December 13 at 4:00 p.m.

The Birmingham Museum

George and Eliza Taylor Grave Marker

The long awaited grave marker installation for George and Eliza Taylor at Greenwood Cemetery is in motion and planned for spring of 2023. The Taylors died in 1901 and 1902, but did not receive a marker. When museum volunteers and staff recently discovered that they were the first African

Americans to own property in Birmingham, and had been formerly enslaved, funds were quickly raised to place a marker for them. Since then, further research has disclosed that George had fled Kentucky to come to Birmingham via the Underground Railroad in 1850, and this finding has led to the listing of the Taylor burial site at Greenwood on the National Park Service's UGRR Network to Freedom. The marker will help visitors locate the Taylors' final resting place and will have the inscription, "Born into slavery/Died free in Birmingham."

Exploring Podcasts

The museum will also be exploring the possibility of doing a regular podcast featuring Birmingham history themes in an ongoing episodic/serial format. This would allow the museum to expand its outreach efforts by building on its social media success through this increasingly popular means of presenting educational and entertaining content. The costs to implement the project are minimal as existing equipment and resources are available to meet most of the project needs. Museum staff have consulted with the IT and Communications Departments as well as the City Attorney to develop the most appropriate approach. We anticipate launching the podcast early in 2023.

Birmingham Shopping District (BSD)

Farmers Market

On Sunday, October 30, 2022 from 9:00 a.m. – 2:00 p.m., the Birmingham Farmers Market wrapped up its 20th season in Public Parking Lot 6. The End of the Season Celebration included live music, pumpkin decorating, hay bale climbing, and trick-or-treating.

The Birmingham Farmers Market would like to thank our vendors, sponsors and patrons for a wonderful 20th anniversary season! The market featured over 110 vendors (including 36 new) and sponsors providing local produce, plants, fresh foods and other goods and services, throughout the season.

Small Business Saturday

On Saturday, November 26, 2022 the BSD kicked off the holiday shopping season with special promotions, hot chocolate, roasted chestnuts and special giveaways all day. Shoppers and families once again participated in the annual Santa Walk, enjoyed horse-drawn carriage rides and free parking in the structures all day.

Winter Markt & Other Holiday Festivities

The Birmingham Winter Markt will be held in Shain Park again this year, and will be open December 2 – 4, 2022. The Winter Markt will kick off with the Holiday Tree Lighting at 6:00 p.m. on December 2. Visits with Santa will be available each day during the Winter Markt, as will horse drawn carriage rides. Over 60 vendors will be selling holiday decorations, gifts and a variety of local artisan products.

Website Recognition

2022 Web Award from the Web Marketing Association for Outstanding Website noting the high-quality photos and easy navigation.

Dashboard Metrics

Retail Occupancy Rate - 96%
12 New Business Openings in 2022 (6 more in process)
59 FYE2022 Hosted Event Days
13 million in PR media impressions FYE2022
120,392 Website "hits" or "unique viewers" annually
214 Flower planters/baskets maintained

Building Department

Monthly Report

The Building Department's monthly report provides an update on the following construction activity: building permits issued, building inspections conducted, trades permits issued and trades inspections conducted.

City Clerk's Office

November 8, 2022 State General Election

The Clerk's Office would like to thank all of the election inspectors and city staff that helped conduct a safe and successful November 8th State General Election. We appreciate all of the 12,680 voters who participated by absentee or in-person voting. More than 66% of Birmingham's registered voters participated, exceeding the Oakland County turnout average of 60.75%. Unofficial results are available at oakgov.com/elections under the November election tab. Official results will be available after Oakland County Board of Canvassers completes its canvass of the election.

Recognition of Staff

The Clerk's Office celebrated the one year work anniversary of Deputy City Clerk, Christina Woods. Christina has been an incredible addition to the City Clerk's office. We are very proud of everything that she has learned and accomplished in this past year. We wish her many more years of happiness, teamwork, and service in the city.

The Clerk's Office thanks recent intern Brendan Folk for his assistance and dedication during his time in the office, assisting with and preparing for the November election. He helped with everything from filing election paperwork to issuing absentee ballots. His help was greatly appreciated in the office! Brendan continues on to pursue his design career and we wish him the best of luck in all he does.

Cemetery Board

The Greenwood Cemetery Advisory Board met on November 4 and discussed the completion of the rules and regulations and the marker policy for persons of historical significance. The next meeting is Friday, December 2 at 8:30 am in City Hall and will include discussions of strategic planning and the board's future goals.

Board Appointments

The following City of Birmingham boards and commissions have vacant positions or members with terms expiring soon. Applications are due before noon the Wednesday prior to the commission interview/appointment date:

Board	**Openings**	**Application Due by Noon**	**Interview/ Appointment at City Commission meeting 7:30 pm**
Advisory Parking Committee	1 Resident shopper term ending 9/1/2025	Until Filled	
Architectural Review Committee	None		
Birmingham Shopping District	2 Regular Members terms ending 11/16/2026	Until Filled	
Birmingham Area Cable Board	1 Regular member term ending 3/30/2024 1 Alternate Member term ending 3/30/2025	Until Filled	
Board of Building Trades Appeals	1 Regular member term ending 5/23/25 1 Regular member term Ending 5/23/24	Until Filled	
Board of Review	2 Regular Members term ending 12/31/2025 1 Alternate Member term ending 12/31/2025 1 Alternate Member term ending 12/31/2023	11/23/22	11/28/22
Board of Zoning Appeals	1 alternate member term ending 2/18/2023	11/30/22	12/5/22
Brownfield Redevelopment Authority	1 regular member Term ending 5/23/2024	Until filled	
City Commission	None		
Design Review Board	None		
Ethics Board	None		

Greenwood Cemetery Advisory Board	None		
Hearing Officer	1 alternate member term ending 6/30/2024	Until Filled	
Historic District Commission	1 alternate member term ending 9/25/25	Until Filled	
Historic District Study Committee	None		
Housing Board of Appeals	None		
Library Board	None		
Martha Baldwin Park Board	None		
Multi Modal Transportation Board	None		
Museum Board	1 alternate member term ending 7/5/2023	11/30/22	12/5/22
Parks & Rec Board	None		
Planning Board	None		
Public Arts Board	1 alternate member 1/28/2025	Until Filled	

City Manager's Office

Around Town e-Newsletter

The communications team is working on the December edition of the Around Town e-Newsletter, which will include information about holiday events, upgraded parking structure equipment, ice skating opportunities, Toys for Tots toy drive and more. Follow this link to view the November edition of the Around Town e-Newsletter.

Welcome Packets and Video

The communications team is now mailing welcome packets to all new residents. The packet includes: a welcome letter, city calendar, The Birmingham Beat newsletter, recycling pamphlet, stay in touch postcard, golf pamphlet, yard waste sticker, Baldwin Public Library brochure, and more. The welcome letter includes a QR code to the new resident welcome video produced by the communications team.

South Old Woodward Project Communications

Thank you to IT & Media Specialist Jamil Kim for his work on the South Old Woodward Reconstruction Phase 3 project wrap-up video. Thank you to PR Specialist Erika Bassett, who worked with engineering to provide project updates to residents and businesses. Throughout the project, the communications and engineering teams sent a total of 70,590 text message updates and 65 eblasts, in addition to print articles and social media messaging.

Human Resources

The Human Resources department is currently reviewing applicants for the vacancy of Director of Public Services, and will be scheduling interviews in December. We are also collecting applications for Police Officers, and have completed our internal recruitment posting for Police Chief. Further updates on both should soon be provided. Brittany McIntosh has been hired as a new part-time Police Dispatcher. Firefighter Ian McLaughlin has resigned from the Fire Department, which is now seeking qualified candidates to backfill. Brigette Moran has committed to a retirement in February, after 21 years of service to the City. Heather Tolliver has been promoted into Brigette's role, and has been training under her to plan for the transition. Backfilling another department vacancy, Community Development has hired a new Secretary A by the name of Kourtney Blanchard, who started on November 21st. Applications for the Plumbing Inspector position continue to be collected. The City Manager recruitment posting has been open since October 25th, and will close on December 2nd.

Department	FT & PT Staff Count	Current Vacancies/Hiring	Department Vacancies Filled Since 2020	Notes
Birmingham Shopping District	5	Events & Office Assistant	8	Recruitment for Events Asst in one month
Clerk's Office	5	-	6	Clerk's Intern candidate contacted
Building	17	Plumbing Inspector Secretary A Community Dev Coord	3	H. Tolliver Promoted 10/28 K. Blanchard hired 11/21
Engineering	8	-	7	
Finance / Treasury	14		8	
Fire	35	-	11	I. McLaughlin Resignation 11/9
Information Technology	4	-	3	
Maintenance	2	-	1	
Manager's Office / Communications / HR	6	-	6	
Museum	3	-	2	
Parking System	9		2	
Planning	7	-	4	New Admin Role Upcoming
Police	71		13	Recruitment for PT & FT Dispatcher ongoing
Public Services	56	DPS Director	12	P&F Operators Tentative Hire Dates: J. Parks 11/28 W. Richardson 12/5
Ice Arena & Golf Courses	N/A	Seasonal Labor	48	

BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Topics brought up by the Commission

Meeting	Topic	Commissioner	Staff Follow Up	Dates Addressed	Status (resolved/ongoing)
In Progress					
9/12/22	Banner	M: Baller S: Host	TBD	11/14 CC discussion scheduled	
8/15/22	Birmingham Country Club	M: Host S: Haig	Fairbairn, Dupuis, Clerk's Office	8/29 - CC Discussion *Draft a letter	Resolved, letter sent
8/15/22	Speed Bumps	M: Haig S: Host	Clemence/Brooks	8/29 - Staff report *Further study by MMTB	In progress, sent to MMTB
6/13/22	Sustainability Board	M: Schafer S: Host	Nick Dupuis	6/27/22 - direction for staff to draft requirements to establish board, coming back at next available meeting 10/3/22 Workshop - staff given direction to return with recommendation	In progress

4/25/22	Improvements in Information Provision and Methodology	M: Haig S: Baller	TBD	TBD	
3/28/22	City Manager Selection Process	M: Host S: Boutros	Managers Office & HR	4/25/22 - direct to formal agenda item 5/9/22 - New Business Item 5/23/22 CM report 10/3/22 - motion for CM to conduct formal recruitment	CM Recruitment Portfolio posted 10/25/22
1/10/22	Food Trucks	M: Host S: Schafer	Nick Dupuis/Jana Ecker	1/24/22 - CC req. more info 3/9/22 - Workshop 3/14/22 - Informally brought up by Host 6/20/22 Commission and Planning Board Discussed 6/27/22 - City Manager Directed to encourage food trucks at all city sponsored events, BSD events, and direct the BSD to organize a rotation of food truck events	6/27/22 In progress/ being monitored
1/10/22	Leaf Blowers	M:Baller S:Host	Nick Dupuis	1/24/22 - make formal item 10/3/22 Workshop - staff given direction to return with recommendation	In progress
1/10/22	Commissioner Conduct	No vote	Mary Kucharek	2/14/22 - Workshop 2/28/22 Directed CM to prepare Code of Conduct for future agenda 7/11/22 - Initial presentation to Commission by CA	Will be revised and presented again at an upcoming CC meeting
Resolved					
4/11/22	BBCC - Mental Health Workshop - More time to talk	M: Baller S: Haig	Marianne Gamboa	4/25/22 - clarify commissioners intent 5/9/22 - added time on the agenda to discuss Tom directed staff to add mental health info in city publications	Resolved

5/9/22	Pickleball	Baller, no vote	Lauren Wood	Agenda item 5/23/22	Installed on 6-3-22
1/24/22	Social Districts	M: Schafer S: Boutros	Nick Dupuis/Jana Ecker	2/14/22 - make formal item 3/9/22 - Workshop 3/14/22 - Informally brought up by Host 6/20/22 Commission and Planning Board Discussed	No formal action taken by the Commission
5/23/22	Commission Meeting Start Time	Baller	Mary Kucharek	On agenda for 6/27/22 - Mary to draft generic ordinance language and discuss in July On agenda for 7/11/22 - Commission decided not to proceed	No changes for now

Topics Failed

4/25/22	On Street Parking Study	M:Haig S: Host
4/11/22	Downtown Parking	M: Host S: Haig
3/28/22	Parking Matters	M: Host S: Haig
6/13/22	479 SOW (Doraid) PAD	M: Boutros

Topics With No Vote - Resolved

1/10/22	Unimproved Streets	Discussed during the Long Range Planning meeting.
2/28/22	Solidarity with Ukraine	City Manager arranged for exterior lighting at City Hall.

Topics With No Vote - Unresolved

5/9/22	-PAD ordinance/cleanup	Baller, no vote	No vote
5/9/22	-Policy for granting public space ODD/Valet	Baller, no vote	No vote

Setting the Record Straight

2040 Master Plan does not Rezone Property

The City has observed a renewed vigor regarding the Birmingham Plan 2040 ("2040 Plan") and its Neighborhood Seams concept across social media that has involved residents and a current City Commissioner. Within the posts and ensuing conversations, there has been a continued assertion or idea that the 2040 Plan will be rezoning single-family homes to build multifamily, and that somehow the City of Birmingham is ignoring its residents in favor of developers and profit.

This was the subject of two recent videos that Commissioner Host posted on social media, one on Oakland Ave. in which he stated "these five homes as well as the two lots over near Woodward are going to be *rezoned* to multiple", and the other in the Poppleton Neighborhood in which he states "in the proposed 2040 Plan they are going to *rezone* these two houses on Poppleton and turn them into

multiples" and that "you have time to tell the master planners and Planning Board what you think about this *rezoning* proposal." It is important that we as City staff, Boards and Commissioners are factually accurate when discussing the Master Plan and how it applies to land use.

The City has reiterated that comprehensive master plans do **not** rezone property once adopted.

Excerpt from press release distributed February 11, 2021:

> "It is important to clarify that a master plan does not rezone property. It is a framework setting the course for what the City may or may not do in the future," said Birmingham Planning Director Jana Ecker. "The community is encouraged to review the Frequently Asked Questions document and continue to share their thoughts and ideas on the project website."

Excerpt from FAQ distributed February 10, 2021 and October 13, 2021:

Is the Master Plan rezoning the City?

No. The Master Plan will include a Future Land Use map, but not a new zoning map. The Master Plan recommends that the City study and revise its current zoning code, but does not establish any updated zoning. The Master Plan recommends that zoning be updated for two primary purposes: 1) to simplify but not substantively change zoning in the Downtown and Triangle District, and 2) to better align neighborhood zoning with existing character to avoid new houses that are out of character. Other zoning changes are recommended for further study by the City.

The words "rezone" or "rezoning" do not exist within the 2040 Plan document, nor the Michigan Planning Enabling Act that regulates comprehensive master planning in Michigan. A comprehensive master plan is a document designed to guide the future actions of a community. It presents a vision for the future, with long-range goals and objectives for all activities that affect the local government. One might say however, and correctly so, that a comprehensive master plan *informs* future zoning. In the spirit of guiding future actions and informing zoning, a Future Land Use Map is created, which is contained across pages 8 and 9 of the current draft of the 2040 Plan. A Future Land Use Plan is legally required to be included in the 2040 Plan by the Michigan Planning Enabling Act.

In the 2040 Plan's Future Land Use Map, several areas are identified as "district seams." Seams are placed in areas where districts abut each other or natural or man-made barriers, and roadways that are more significant than a neighborhood street. These seams are broken down into three categories (download the city's zoning map for reference):

- Access Seams – Focus is connectivity and multimodal improvements, located in R1A, R1, R2, and R3, and R4 zoning districts where abutted by R3 or more intense properties on all boundaries.
- Activity Seams – Found along regionally significant streets and places where multi-family housing, attached single-family housing, and commercial uses have previously been built, located in TZ-1, R3, R4, R5, R6, and R8 zoning districts
- Buffer Seams – Found along regionally significant streets and places where multi-family housing, attached single-family housing, and commercial uses have previously been built, located in TZ-1, TZ-3, R3, R4, R5, R6, R7, R8, and MX zoning districts.

The current composition of seams and the number of areas proposed for seams has changed dramatically since their inception in the first draft of the 2040 Plan. These changes are *directly and unequivocally* due

to the feedback that Birmingham residents provided to the City. The Planning Board, City Commission, consultant team, and City Staff have worked tirelessly over 4+ years to work the input of residents into the 2040 Plan, and to state otherwise would be inappropriate and unfair to those who have spent so much time working on the Master Plan, especially our Planning Board and City Staff.

As demonstrated in the attached map, the seam concept in the Future Land Use Map affects a roughly 106 residentially zoned parcels in the City, 28 of which are already developed as multi-family or commercial (26%). Overall, roughly 78 single-family properties are being considered for exploration in locating multi-family units such as townhomes, cottage courts, and small multi-family buildings.

Finally, it is immensely important not to lose sight of why the seams concept and the accompanying hyper-specific multi-family housing types were planned in the first place. Again, we turn to the Michigan Planning Enabling Act for an initial simple justification:

> **125.3807 Master plan; adoption, amendment, and implementation by local government; purpose.**
>
> 1) A local unit of government may adopt, amend, and implement a master plan as provided in this act.
> 2) The general purpose of a master plan is to guide and accomplish, in the planning jurisdiction and its environs, development that satisfies all of the following criteria:
>   a) Is coordinated, adjusted, harmonious, efficient, and economical.
>   b) *Considers the character of the planning jurisdiction and its suitability for particular uses, judged in terms of such factors as trends in land and population development.*
>   c) Will, in accordance with present and future needs, best promote public health, safety, morals, order, convenience, prosperity, and general welfare.
>   d) ……

As evident in subsection "c" of the above, trends in population development are a required criteria. Population trends are more than just a grand total. Population trends include:

- What kind of people live in the area;
- What types of lives they lead, and would like to lead;
- How long they will live;
- How long they will reside in the particular area;
- Who will replace them when they move out or die;
- How many children they will have (and would like to have under different conditions);
- Whether these children will live in the area; and
- Many other factors.

The 2040 Plan was developed based on a background analysis of data on population trends and forecasts from the U.S. Census Bureau and SEMCOG. The data informed the consultant team that Birmingham can expect a population increase, and that both new residents and existing residents alike will continue to require diverse housing types based on factors such as family size, health, age, and income. This has major implications for equity, aging in place, and sustainability, all of which are major pillars of planning in general, but also the City's recently adopted Strategic Goals. As the 2040 Plan states, accommodating some of these different housing types must happen in areas other than the mixed use Downtown, Triangle District (or Haynes Square), or the Rail District. In stating such, the 2040 Plan also makes sure to emphasize that multi-family development in seam areas, should it ever be permitted, must complement the character, scale and massing of the surrounding neighborhood. The suggested action in the 2040 Plan is to "encourage infill development of small homes, townhomes, duplexes, and small multi-family buildings."

48th District Court

On November 14, 2022, a City Commission Workshop was conducted on the topic of the 48th District Court, and the current funding agreement in place. During the discussion, City staff advised that Birmingham had previously requested clarification on the financial information provided by the court, but had not received a response, and that the group of 7 communities has been attempting to have Judge Barron come to a meeting of the 48th District Court communities and discuss the court's proposed budget for 2023. After attempting to arrange such a meeting for the past several months, a date was finally scheduled with Judge Barron for November 30, 2022. However, Judge Barron spoke at the workshop as a Birmingham resident, and stated that he has received no such meeting requests, and has an open door policy. He specifically stated he would meet tomorrow if a community so requested.

After the November 14, 2022 City Commission meeting, City staff reached out to Judge Barron to set up a meeting to review the court's financial information, and to obtain responses to previous clarification requests, as well as a detailed breakdown on the revenues and expenses allocated to each of the 7 communities of the 48th District Court. Judge Barron returned the phone call and indicated his availability in December. City staff reminded Judge Barron of his open door policy to meet with communities, and requested a meeting for the next day. After much discussion, Judge Barron agreed to speak with Mr. Dunn and Ms. Sriram, and later that day called to verify that a meeting had been set for Monday, November 21, 2022 at noon with Mr. Dunn, Ms. Sriram and himself to address our request for clarification on the breakdown and allocation of revenues and expenses of the court. Judge Barron requested City staff submit specific questions on the financial details in advance of the meeting. The list of questions submitted in writing to the court is as follows:

General Information:

- Case load percentages for all jurisdictions of the 48th District Court
- Amount received from the state for judge's salaries
- Total amount of judge's salaries

Revenues for All Individual Jurisdictions:

- Total amount of revenue allocated to each community (Actual court revenue generated by each jurisdiction, not what was allocated to each, but what was originally generated that was then subsequently re-distributed to other jurisdictions)
- Basically we want to see how the court revenue starts and how it is allocated to come up with the numbers found on pages 32-33 of the audit report. If this is something that the auditors do, then we request permission from the court to obtain these calculations from the auditors
- Breakdown of all types of revenues included in total
- List of all types and amount of revenue NOT included / allocated to each community (ie. revenue that goes straight to court, county, state etc.)
- 1/3 or 2/3 amount that goes to each community (depending on status)

Revenues from Political Subdivisions:

- Amount of revenue from each political subdivision allocated to the funding units
- Details on how these revenues are allocated between the funding units

Expenditures Allocated to Political Subdivisions:

- Court recording/reporting services only?
- How is amount calculated (ie. Percentage of caseload etc.)?
- Do court recording/reporting expenditures paid by political subdivisions directly reduce the total court expenditures paid by funding units?

Expenditures Allocated to Funding Units:

- Are court recording/reporting expenditures also included in total court expenditures split between funding units?
- How is allocation of expenditures split between funding units (ie. 1/3 allocated to each, or percentage of total caseload for funding units only, excluding caseload of political subdivisions etc.)

Total Impact Statements for All Individual Jurisdictions:

- Total amount of revenue allocated (showing split of individual revenue and if applicable, portion of revenue allocated from political subdivisions)
- Total amount of expenditures allocated (showing details of which expenses are included and how amount is calculated)
- Relationship of net financial impact for each jurisdiction to percentage of total court caseload

On November 18, 2022, City staff forwarded the financial questions as requested. On November 21, 2022, City staff arrived at the 48th District Court. Mr. Dunn appeared and advised that the meeting had been cancelled and that he had just called the City offices to cancel. City staff was told that Judge Barron was unavailable and that Ms. Sriram was working on providing the answers to the City's questions. City staff advised that Judge Barron had confirmed the meeting and the availability of court staff the prior week, and proceeded to discuss finances. Mr. Dunn was unable to provide any responses to the questions. After approximately 20-25 minutes, Judge Barron came into the room. Discussion ensued, but no financial details were clarified. City staff was advised that Ms. Sriram would provide answers to our written requests at a later date. City staff set another meeting with Judge Barron, Mr. Dunn and Ms. Sriram for November 29, 2022, to once again attempt to gain clarification on the breakdown and allocation of revenues and expenses of the court.

At the November 14, 2022 City Commission workshop, commissioners requested a breakdown of court usage based on the percentage of caseloads for each of the 7 communities. The breakdown is as follows (using 2018, 2019 and 2021 for a 3 year average, excluding 2020):

Jurisdiction	Average % of Case Load (last 3 years, excluding 2020)
Birmingham	24%
Bloomfield Hills	10%
Bloomfield Township	34%
Keego Harbor	3.5%
Orchard Lake	6%
Sylvan Lake	2%
W. Bloomfield	20.5%

Department of Public Services

Trail Improvements

Trail Improvements is a priority project for the Parks and Recreation Bond. The city hired a consultant, MCSA Group, Inc., to prepare preliminary concept plan drawings. The Trail Improvements Concept Plan includes a Booth Park corner feature, with additional seating and a restroom facility, new trail entry identifier plazas, accessible connections and viewing areas, and connectivity improvements including confidence markers, wayfinding and signage from Booth Park to Linden Park. The concept plan is currently available for review and feedback on Engage Birmingham through November 30, 2022, and by city department liaisons to various boards. The Parks and Recreation Board has reviewed the concept plan and provided feedback, and will continue discussions on upcoming agendas . Additionally, the plan is scheduled for review by the Multi-Modal Transportation Board, the Martha Baldwin Park Board, and Museum Board. The department plans to explore grant opportunities such as MI Spark and Oakland County Parks and Recreation Trailways among others to help leverage funding to accomplish this project.

Tree Inventory Update

Davey Resource Group (DRG) is currently working in the Northwest section of the city, updating the City's Tree Inventory. This is year 2 of a 4 year contract to accomplish this task of updating all trees in the City. DRG's certified arborists and urban forest experts perform data collection of city trees, stored in our TreeKeeper software program. This process includes updating existing city trees and capturing new trees not currently in the system. They confirm the tree's species and location, measure and update the tree diameter, rate its heath, assess risk and suggest maintenance.

Fall Planting Project

This year's upcoming fall planting project consists of 144 trees along city streets and parks and will be performed by KLM Landscape. The project completion date is December 15, 2022.

Curbed Street Leaf Collection

The collection of leaves on curbed streets is scheduled to end on December 2 for both zones 1 & 2. However, it will likely be extended due to delays caused by equipment failures.

Yard Waste Collection Ends

The last week for yard waste collection on the scheduled trash day is the week of December 16.

Engineering Department

S. Old Woodward Reconstruction Phase 3

The roadway is open to traffic and the Contractor is finishing up punch list items. Work with DTE is continuing for the permanent installation of electrical street and pedestrian lighting. Thank you to the business community, residents, and all who traveled through the construction zone for your support and patience during this project.

Water Service Verification Program

Verification of existing water service material as part of the Lead and Copper Rule work is continuing through the beginning of December. As a reminder, the "In-Home/Business" water service line material needs to be determined as part of this program. Property owners can schedule an inspection by an authorized City Representative at 248-303-2292 or determine the in-home/business material themselves with the steps provided in the property owner letter.

Water Lead Service Replacement Program
The contractor will be replacing lead water services the week of November 28th. HRC is working on coordination between the residents and the city contractor.

2022 Sidewalk Repair Program
Work is nearing completion on the 2022 Sidewalk Repair Program. Due to the recent cement shortage and weather, Ann Street Sidewalk and miscellaneous repairs throughout the City will occur in Spring 2023.

Finance Department

Awards
The City received the following awards from the Government Finance Officers Association (GFOA): the Distinguished Budget Presentation Award for its 2022-2023 Budget Book and the Certificate of Achievement for Excellence in Financial Reporting for its 2020-2021 fiscal year Annual Comprehensive Financial Report (ACFR).

Fire Department

Welcome, Firefighter/Paramedic Steve McInerney
The Birmingham Fire Department would like to acknowledge the hiring of our newest firefighter/paramedic Steve McInerney. Steve is originally from Michigan, but has spent the last fourteen years in South Carolina where he worked for the Mrytle Beach fire department and rose to the rank of Lieutenant. Steve and his family made the decision to return to Michigan and he was very eager to join the team at the Birmingham Fire Department. Steve brings a positive energy to the department along with a wealth of knowledge he has compiled over the years of his firefighting career. The Birmingham Fire Department welcomes him and wishes him a long healthy career here.

Planning Department

Master Plan 2040

The City of Birmingham has received the third and final draft of the Birmingham Plan 2040, which is available to read and download on www.thebirminghamplan.com. The schedule of review will consist of reviews at the Planning Board, the required 63-day public noticing period, and review by the City Commission. The remaining schedule of review should closely resemble the following:

Date	Meeting Type	Action Needed
Required 63-Day Public Notice Period		
January 11, 2023	Planning Board	• Review final draft and present / discuss comments received during the distribution period. • Set public hearing date.
February 2023 (Exact Date TBD)	Planning Board	• Present the final Plan and hold a public hearing. Further discuss comments received during the distribution period as needed. • Adopt plan; recommend to the City Commission for adoption.
March 2023 (Exact Date TBD)	City Commission	• Present the final Plan and hold a public hearing.

		• If prepared to do so, the City Commission may adopt the Plan by resolution.

All of the documents related to the 2040 Plan remain available on www.thebirminghamplan.com. You can also watch a recording of past meetings on the City of Birmingham website. As a reminder, you can still submit comments directly to the consultant team through the aforementioned 2040 Plan website, and submit comments directly to the Planning Division to be placed in the next available Planning Board agenda.

Planning Board

The Planning Board has reviewed 32 development applications this year so far. The Planning Board will finish the busy year with some final development applications, a public hearing for outdoor dining, and will be planning for a busy 2023. A tentative Planning Board schedule is provided below:

1. 2040 Master Plan – Draft #3 Review (Ongoing)
2. Outdoor Dining Ordinance – Public Hearing (12/14/22)
3. 300 S. Old Woodward – RH - Revised Special Land Use Permit, Final Site Plan & Design Review (12/14/22)

Historic Preservation

The Historic District Study Committee (HDSC) will begin to steward the historic designation request for 1283 Buckingham through the formal designation process. City Staff will take time to instruct the HDSC on the process, and will create a detailed report for the City Commission. Meanwhile, the City continues to field many questions regarding historic designation, and hopes to receive several more requests in the coming months. At the Historic District Commission, the Historic Design Guidelines project is coming along well, which has been aided by survey responses at engage.bhamgov.org. There is still time to take the survey and provide the consultant team with your valued feedback!

Sustainability

The City's informal [and growing] "sustainability team" recently met with key members of Royal Oak's sustainability staff thanks to a chance encounter with Commissioner Katie Schafer. The meeting was held at Royal Oak's new Centennial Commons Park. Several topics were discussed, including experiences, expertise, and a desire to work together on sustainability. The City plans to work with Royal Oak and many other catalyst communities to further the sustainability goals of Birmingham as well as the greater region.

The Planning Division would also like to highlight the S. Old Woodward reconstruction and the rain gardens/bioswales that were installed to help mitigate the effects of storm water runoff in the area. The southernmost large garden will be an excellent focal point at the gateway to Downtown Birmingham, and will stand as a strong statement to our future commitments to sustainability and climate change mitigation. We encourage everyone to go take a look at and experience these installations, even in the rain!

Police Department

Welcome, Brittany McIntosh

The Police Department welcomed a new part-time dispatcher to the team, Ms. Brittany McIntosh. Ms. McIntosh is married with children and lives in Roseville, MI. Ms. McIntosh formerly worked in the medical field before transitioning to becoming a police dispatcher. Ms. McIntosh worked for the Detroit Police Department for approximately six months before joining our City.

Suspect Arrested following Shooting

On Sunday, October 30, 2022, at approximately 3:00 a.m., a shooting occurred on S. Old Woodward near Brown Street. No one was injured in the shooting. All parties involved fled the scene prior to officers arriving. The case was turned over to the investigative division for follow-up. Detectives were able to work the case and develop a suspect. Working in cooperation with the Federal Bureau of Alcohol, Tobacco and Firearms, the police department arrested Dario Devonne Stovall (27 years of age) of Shelby Twp., MI for assault with a dangerous weapon. Mr. Stovall was charged by the Oakland County Prosecutor's Office and was arraigned on the charge.

Parking Systems Update

Equipment:

City Staff received approval to install new parking equipment at all five City garages at the Commission meeting on October 24th. TIBA Solutions was selected as the new parking solution and installation is expected to begin in mid-December.

Once the new TIBA equipment is installed, City staff is looking to extend the agreement with ParkMobile into its parking structures, giving the City one consistent online payment provider for all things parking. Currently ParkMobile is offered as a form of online payment for the City's metered parking.

Construction:
Construction on the North Old Woodward Parking Structure was completed in late October.

WJE engineering submitted a proposal for Repair Design & Construction Document Development Services for all five of the City's parking garages. The proposal was approved by the Commissioners at the November 14th meeting. The proposal is part of a larger five-year repair project that not only continues the ongoing concrete restoration and repair, but includes MEP (mechanical, electrical, and plumbing) of the garages. This will include ceiling surface treatment, LED lights, etc. Construction bidding will take place around April 2023.

Occupancy:

OCTOBER AVG CAPACITY	
Chester Garage (880)	39.26%
Old Woodward (745)	52.45%
Park Garage (811)	60.35%
Peabody Garage (437)	81.91%
Pierce Garage (706)	75.68%

Future Agenda Items
Download a summary of future agenda items.

Future Workshop Items
Download a summary of future workshop items.